



AGENDA

REGULAR SESSION

MONDAY, FEBRUARY 10, 2020 7:00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE ROBERT A. DESANA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL Mayor Peterson, Alderman, Calvin, DeSana, Maiani, Sabuda, Schultz

PRESENTATIONS

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

At this time, any persons having matters of immediate importance which they were unable to place in writing prior to the agenda deadline may approach the podium to address Mayor and Council.

CONSENT AGENDA All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Council member so requests, in which event the items will be removed from the Consent Agenda and added to the regular agenda in New Business.

1. Approval of City Council Meeting Minutes - 01.27.2020
2. Spring Fling 2020 Sign Placement Request
3. 2020 Wyandotte Boat Club Rowing Regattas
4. Downriver Delta CDC Event Approval

NEW BUSINESS

5. Re-appointment to Police & Fire Commission
6. Hiring of Full-time Animal Control Officer
7. Contract for Comprehensive Zoning Ordinance Update with SmithGroup
8. WSAF 2020 Entertainment Contract
9. Senate Bill 54/ House Bill 4100: Reinstatement of State Historic Tax Credits
10. Wyandotte Farmer's Market Contract: Vintage Market Home
11. Wyandotte Farmer's Market Contract: Eastern Market Corporation MOU
12. Veteran's Memorial Relocation Project
13. Sale of former 2111 5th Street (38' x 123')
14. Sale of Former 1533 11th Street
15. Subscription Yard Waste Collection 2020
16. Annual Permit for Michigan Department of Transportation for Miscellaneous Operations and other Permits within Free Access State Highway Right of Way

BILLS & ACCOUNTS

REPORTS & MINUTES

Civil Service Commission 1/21/2020

Fire Commission 11/12/2019 & 1/14/2020

Police Commission 1/28/2020

Retirement Commission 1/17/2020

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

NEXT MEETING OF THE CITY COUNCIL: February 24, 2020

ADJOURNMENT

RESOLUTION

Item Number: #1
Date: February 10, 2020

RESOLUTION by Councilperson _____

RESOLVED that the minutes of the meeting held under the date of January 27, 2020, be approved as recorded, without objection.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, January 27, 2020, and was called to order at 7:00pm with Honorable Mayor Pro Tem Robert A. DeSana presiding.

The meeting began with the Pledge of Allegiance, followed by roll call.

Present: Councilpersons Robert Alderman, Christopher Calvin, Robert DeSana, Megan Maiani, Leonard Sabuda, and Donald Schultz

ABSENT: Mayor Joseph R. Peterson

Also, Present: Todd Browning, City Treasurer; Theodore Galeski, City Assessor; William Look, City Attorney; Greg Mayhew, City Engineer; and Lawrence Stec, City Clerk

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

CONSENT AGENDA

2020-14 MINUTES

By Councilperson Calvin, supported by Councilperson Alderman

RESOLVED that the minutes of the meeting held under the date of January 13, 2020, be approved as recorded, without objection.

Motion unanimously carried.

NEW BUSINESS

2020-15 CITIZEN COMMUNICATION – C. KILE

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that the request from Mr. Curtis Kile to sell prepackaged goods at 236 Superior Blvd. is denied based on the zoning of the neighborhood.

Motion carried.

YEAS: Councilpersons Alderman, Calvin, DeSana, Maiani, Schultz

NAYS: Councilperson Sabuda

2020-16 RECONSIDER DEMOLITION ORDER – 3227 4TH ST.

By Councilperson Calvin, supported by Councilperson Alderman

WHEREAS the City Council ordered the structure at 3227 4th St. to be demolished at the April 8, 2019, meeting after proper hearings were held.

WHEREAS the City Clerk's Office received an email from Mr. Shawn Schrieffer of BLM Companies, the Field Service Manager for HUD, on Tuesday, January 21, 2020, requesting that the demolition notice on the property be lifted.

THEREFORE, BE IT RESOLVED that the Council rescinds any and all previous orders to demolish the structure at 3227 4th St. provided that an on sale inspection of the property is conducted by the Engineering Department.

Motion unanimously carried.

2020-17 HIRING OF FULL-TIME ANIMAL CONTROL OFFICER

By Councilperson Calvin, supported by Councilperson Alderman
That Council Concurs with the determination that the vacancy exists for the position of Animal Control Officer and the Council authorizes the filling of such vacancy; AND
FURTHER RESOLVED BY THE CITY COUNCIL that Sarah Pappas is being offered full-time employment as an Animal Control Officer/Ordinance Officer at level 27C contingent upon her successful completion of physical with drug screen.
Motion unanimously carried.

2020-18 WPD PROMOTIONS – GROAT & SABO

By Councilperson Calvin, supported by Councilperson Alderman
BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the promotions of Detective Groat to the rank of Sergeant, and Officer Steven Sabo to the rank of Detective.
FURTHER RESOLVED BY THE CITY COUNCIL that subsequent to a written examination, interview panel, and performance evaluation, the Chief of Police is authorized to proceed with these promotions.
Motion unanimously carried.

2020-19 WYANDOTTE JAYCEES – USE OF 3131 BIDDLE

By Councilperson Calvin, supported by Councilperson Alderman
RESOLVED BY THE MAYOR AND CITY COUNCIL that Council authorizes the Wyandotte Jaycees to utilize the City Property at 3131 Biddle Avenue for their 2020 Valentine's Day Haunted House on February 14th and 15th, 2020, provided all proper permits are secured from the Engineering and Building Department and Fire Department prior to the event.
Motion carried.
YEAS: Councilpersons Alderman, Calvin, DeSana, Sabuda, Schultz
NAYS: None
ABSTAIN: Councilperson Maiani

2020-20 MEMORANDUM OF AGREEMENTS – CODE INSPECTORS

By Councilperson Calvin, supported by Councilperson Alderman
RESOLVED BY THE CITY COUNCIL that Council has received the communication from the City Engineer regarding contractor employee code officials and concurs with the recommendation to approve the Memorandum of Agreements with Thomas Kerr, Electrical Official, Wally Czarnik, Electrical Official, and Tim Thompson, Plumbing and Mechanical Official; AND
FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Memorandum of Agreement between the City of Wyandotte and Thomas Kerr, Wally Czarnik and Tim Thompson.
Motion unanimously carried.

2020-21 ANNUAL REVIEW – OUTDOOR CAFÉ APPLICANTS

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED by this Council that the communication from the City Engineer regarding Application for New Outdoor Cafes, Renewal Application for Outdoor Cafes, Inspection Checklist, Insurance Requirements and Fees be hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council approves the Application for New Outdoor Cafes, Renewal Application for Outdoor Cafes, Inspection Checklist, and Insurance Requirements and further, approves the Fees for 2020 as follows:

- o \$300 with no alcohol served, consumed or possessed – New Cafes
- o \$750 with alcohol served, consumed or possessed – New Cafes
- o \$150 with no alcohol served, consumed or possessed – Renewal Cafes
- o \$600 with alcohol served, consumed or possessed – Renewal Cafes

YEAS: Councilpersons Alderman, Calvin, DeSana, Maiani, Schultz

NAYS: Councilperson Sabuda

2020-22 ANNUAL FEES FOR REFUSE

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that Council concurs and recommends approval of the 2020 Monthly Dumpster Pick-Up Fees, Annual License Fee for Yard Waste Collection, Roll-Off Dumpster Rental Fees, Dumping Fees at the DPS and 96 Gallon Toter Rental Fee as attached and presented by the City Engineer.

Motion unanimously carried.

2020-23 SALE OF FORMER 302 RIVERBANK

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED by the City Council that Council concurs with the recommendation from the City Engineer regarding the First Amendment to Purchase Agreement for the sale of former 302 Riverbank; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the First Amendment to Purchase Agreement for the sale of former 302 Riverbank as submitted to City Council.

Motion unanimously carried.

2020-24 ACQUISITION OF PROPERTY – 425-429 ST. JOHNS

By Councilperson Calvin, supported by Councilperson Alderman

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 425-429 St. Johns in the amount of \$10,000.00 to be appropriated from TIFA Area Funds account no. 492-200-850-519; AND

BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary closing documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement.

BE IT FURTHER RESOLVED that the City Engineer is directed to demolish same upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

Motion unanimously carried.

2020-25 CONTRACT FOR EXCHANGE OF PROPERTY FOR NEW DEVELOPMENT

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED by the City Council that Council concurs with the recommendation from the City Engineer to approve the Contract For Exchange Of Real Estate, and, the First Amendment To Easement Agreement With Lease Covenants Conditions and Restrictions; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to sign the Contract For Exchange Of Real Estate, and the First Amendment To Easement Agreement With Lease Covenants Conditions and Restrictions.

Motion unanimously carried.

2020-26 SPECIAL ASSESSMENT DISTRICT (SAD #944A)

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer and directs the City Clerk to schedule a Special Assessment Hearing relative to SAD #944A - 2018-2019 Sidewalk Repairs.

Motion unanimously carried.

2020-27 BILLS & ACCOUNTS

By Councilperson Calvin, supported by Councilperson Alderman

RESOLVED that the total bills and accounts of \$1,718,931.09 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

REPORTS & MINUTES

Beautification Commission 1/08/2020

BRDA Board 10/15/2019 & 1/21/2020

Cultural & Historical Commission 12/12/2019

Downtown Development Authority 12/10/2019

Police Commission 1/14/2020

TIFA Board 10/15/2019 & 1/21/2020

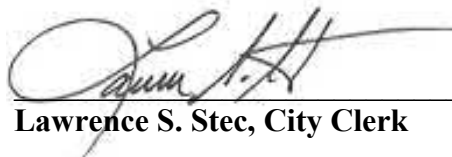
WMS Commission 1/8/2020 & 1/22/2020

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS**ADJOURNMENT****2020-28 ADJOURNMENT**

By Councilperson Calvin, supported by Councilperson Alderman

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 8:16 p.m.

Motion unanimously carried.


Lawrence S. Stec, City Clerk

RESOLUTION

Item Number: #2
Date: February 10, 2020

RESOLUTION by Councilperson _____

WHEREAS the Council has received a request from Rick Malechuck of St. Vincent Pallotti Parish requesting the use of city property on Biddle, Goddard, Northline, Oak, Eureka, and Grove for placement of 4x4, 2x4, & 18x24 standard lawn signs for the Spring Fling 2020 event from April 17 through May 12, 2020.

BE IT RESOLVED that Council grants permission to St. Vincent Pallotti Parish and its Spring Fling 2020 organizers to place said signs on the requested city-owned lots for the requested time period, provided that the organization submits a Hold Harmless Agreement to the City Clerk, as prepared by the Department of Legal Affairs.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

**Saint Vincent Pallotti Parish
St. Joseph's Church- St. Patrick's Church
15th Annual**

Spring Fling Festival

Yack Arena 3131 3rd St, in Wyandotte May 10 & 11 2019

Honorary Mayor and Council,

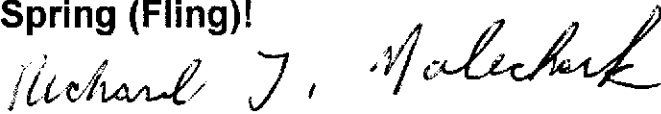
We again seek permission to set up our traditional festival signs 4x4, 4 x 8 or Lawn Type from April 17 till May 10, 2020 at city owned locations on some of below:

1068-1096 Biddle (Corner of Goodell and Biddle)
2533-2557 Biddle (Mary Frances Home and old Flower Shop -Corner of Vinewood and Biddle)
3131 Biddle (Old City Hall)
4560 Biddle (South end close to Pennsylvania)
1400 Block of Eureka
500 Biddle of Eureka (west of billboard sign)
642 Ford (west of car wash)
726 -730 Ford
227 Goddard (corner of 2nd and Goddard)
441-461 Goddard
556-560 Goddard

901 Oak (Corner of 9th and Oak)
Oak at parking entrance
Elm and first vacant area (farmer's market corner)

899 Vinewood (SE Corner of 9th and Vinewood)
912 Vinewood (NW Corner of 9th and Vinewood)
Grove across from recycle center

**Thank You for all your support!
Think Spring (Fling)!**



Rick Malechuk

**St. Vincent Pallotti Office Krissy Martin
734-285-9840(ext.100)**

St. Vincent Pallotti Parish

Spring Fling Festival

Inside the Wyandotte Yack Arena

Friday May 8, 5pm – 12am • Saturday May 9, 12: pm – 12am

Free Admission for anyone under 21

21 and older \$5 admission starts at 6pm Friday and at 5pm Saturday

Friday 5:00pm

WISTERIA

Both Nights 8:00pm



Your Generation
IN CONCERT

Saturday 2:30pm



Saturday 4:30pm



Great Food!

New Improved Food Serving System

Pork Chop- Stuffed Cabbage Dinner Plates

Pierogi, Stuffed Cabbage, Kielbasa, Kraut, Italian Sausage, Paprikash Dumplings,
Twice Baked Potato Soup, Snacks, Bake Sale and more

Raffles and Adult Beverages

Kid Zone

There is fun for the kids, both days, till 10PM

On Saturday (12pm – 5pm) Buy 10 tickets and get 5 **FREE** for Rides & Games

facebook.com/WyandotteSpringFling

wyandottespringfling.com

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 3

ITEM: 2020 Wyandotte Boat Club Rowing Regattas

PRESENTER: Heather A. Thiede - Champlin

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Below are the road closures they are requesting:

April 25th 2020: Hebda Cup 6 am to 5 pm

BASF Waterfront Park

Biddle Avenue closed between Pine and Third Streets

May 2nd 2020: WY-HI Rowing Regatta 6 am to 6 pm

BASF Waterfront Park

Biddle Avenue closed between Pine and Third Streets

If the case of bad weather, the events will run the following days. it is recommended the group signs a hold harmless agreement provide insurance.

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of City property for their events.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Chief of Police, Department of Public Service, Recreation, Fire Department and Special Events Coordinator. It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of City property for their events on April 25th and May 2nd 2020.

LIST OF ATTACHMENTS:

1. City letter Regattas 2020

RESOLUTION

Item Number: #3
Date: February 10, 2020

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council Concurs with the recommendation of the Special Events Coordinator to enforce the requested road closures on the requested dates and times below, in order to assist with a successful 2020 Rowing Regatta season:

April 25th 2020: Hebda Cup 6 am to 5 pm

BASF Waterfront Park

Biddle Avenue closed between Pine and Third Streets

May 2nd 2020: WY-HI Rowing Regatta 6 am to 6 pm

BASF Waterfront Park

Biddle Avenue closed between Pine and Third Streets

If the case of bad weather, the events will run the following days. The Chief of Police, Fire Chief and Superintendent of the Department of Public Service have reviewed this application/event and approved with the recommendation the organization signs a hold harmless agreement as well as add the City of Wyandotte as additional insured.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman

Calvin

DeSana

Maiani

Sabuda

Schultz

NAYS



Wyandotte Boat Club
1 Pine St
Wyandotte, MI 48192

January 21, 2020

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

Dear Mayor Peterson and Members of City Council:

While we are still in the grips of winter, thoughts of a warmer spring are not far behind.

It is my pleasure to inform you that the 55th Hebda Cup rowing Regatta will be contested on Saturday, April 25th, 2020 and the Wy-Hi Regatta will follow on Saturday, May 2nd, 2020. In case of bad weather the competitions will run the following day.

We are expecting both boys and girls high school rowing teams to compete from around the state of Michigan, Ohio, West Virginia, and Pennsylvania.

We ask your permission to use the BASF Waterfront Park for these dates and also ask for your support in providing assistance as has been afforded us in the past by the DPS and Recreation departments.

We once again ask that Biddle Avenue be closed between Pine and Third Streets during the regattas to provide parking and storage for the visiting teams busses and shell-trailers. We will work with the DPS to minimize the time the street is closed.

We receive every year compliments about BASF Park and the hospitality of the city from visiting crews and are proud to play host to these dedicated high school male and female athletes.

We do hear from local businesses that these events bring extra business and dollars for our city, especially the restaurants in the area.

Sincerely Yours,
For the Wyandotte Boat Club

Fred Mekolon Jr
Regatta Chair

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 4

ITEM: Downriver Delta CDC Event Approval

PRESENTER: Heather A. Thiede-Champlin

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Downriver Delta CDC Non-Profit Group is requesting permission to use Bishop Park and city sidewalks for their Roll Along the River Event, May 2nd 2020 from 10 am to 2 pm. No city services are required.

They are also requesting the fee for the use of the park to be waived.

A hold harmless agreement is requested to be returned before the event date.

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held May 2nd 2020.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Chief of Police, Department of Public Service, Recreation, Fire Department and Special Events Coordinator.

LIST OF ATTACHMENTS:

1. Roll Along the River Park Waiver 2020

RESOLUTION

Item Number: #4
Date: February 10, 2020

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council Concurs with the recommendation of the Special Events Coordinator to approve the use of city property for the Downriver Delta CDC Non-Profit Group to use Bishop Park and city sidewalks for their Roll Along the River Event on May 2nd 2020 from 10 am to 2 pm; AND

BE IT FURTHER RESOLVED that Council approves the waiver of the fee associated with use of said property.

This event has been reviewed and approved by the Superintendent of Recreation, Superintendent of Public Service, Police Chief and Fire Chief. It is recommended that there is a hold harmless agreement (provided by the Legal Department) signed and that the group follow all City of Wyandotte ordinances.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS



Downriver Delta Community Development Corporation
10455 W. Jefferson Ave. Suite #29085
River Rouge, MI 48218

Board of Directors:

Officers

Gina C. Steward
President
Telegram Newspaper

Joe Gruber
Vice President
Wyandotte DDA

Marion Bloye
Secretary
*Michigan Intergenerational
Network*

Daryl Rush
Treasurer
City of Lincoln Park

Board Members

Dr. Paul Draus
*University of Michigan
Dearborn*

Wanda Lowe Anderson
*AT&T
Detroit*

Jeremy Hansen
*River's Edge Gallery
Wyandotte*

Dennis Archambault
*Wayne County Health
Authority*

Rev. Julius Collins
*Reverend
Detroit*

Rev. Devonte Sherard
*City Councilman
Ecorse*

*To encourage regional collaboration through the education and activation of citizens,
elected officials, businesses and other stakeholders to promote quality of life.*

January 29, 2020

Subject: Waiver of Park Usage Fee

Dear Wyandotte Parks & Recreation Department;

Thank you for considering to allow the Downriver Delta Community Development Corporation (a Michigan nonprofit organization) to host our Seventh Annual Roll Along the River Bicycle Ride in your city on Saturday, May 2, 2020.

As with our past six bike rides, we gather together at 10:00 AM on the morning of the ride (Saturday, May 2, 2020) to register riders before the ride. We expect about 200 cyclists to join us in Downtown Wyandotte before they ride to the new Detroit River International Wildlife Refuge Visitor Center in Trenton and back to Wyandotte. Upon completion of the ride back at Bishop Park, the riders simply disperse. There is no continuous use of public space nor any afterparty or lingering event of any kind.

We will have no onsite equipment or installations of any kind setup for this event. There is no programming to take place onsite during the event/ride because everyone is out riding. There will be one small folding table used for rider registration. In essence, we plan on being present at Bishop Park and Wyandotte Public Parking Lot #1 for a simple "meet-up" for approximately 45 minutes (9:45 AM to 10:30 AM).

We are excited to partner with Downtown Wyandotte and the local businesses as we send our 200 cyclists to your wonderful, local shops and restaurants and to the Cinco Block Party that will be taking place that day on Sycamore Street.

Because of the limited scope of this event actually taking place at Bishop Park and the limited amount of time that our group and the cyclists will spend at Bishop Park, we are asking Mayor Joe Peterson and the Wyandotte City Council to waive the \$175.00 Bishop Park Usage fee.

If you have any questions, please contact me at 313-949-3133.

Sincerely,

Gina C. Steward

**Gina Wilson Steward
President**

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 5

ITEM: Re-appointment to Police & Fire Commission

PRESENTER: Mayor Joseph R. Peterson

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Bob Heck has served on the Police & Fire Commission since 2016. His current term has expired.

STRATEGIC PLAN/GOALS:

To encourage and respect citizen participation and provide transparency in all city matters and to comply with and enforce all the requirements of our laws and regulations.

ACTION REQUESTED: To reappoint Bob Heck to the Police & Fire Commission.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN:

LIST OF ATTACHMENTS: None

RESOLUTION

Item Number: #5
Date: February 10, 2020

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to re-appoint Bob Heck of 1283 Cedar to the Police & Fire Commission. Term to expire April 2022.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 6

ITEM: Hiring of Full-time Animal Control Officer

PRESENTER: Brian Zalewski

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Due to the recent retirement of Animal Control Officer Howard Storey, I am requesting to hire Madison McKenzie as a full-time Animal Control Officer (ACO) for the Downriver Central Animal Control Consortium (DCAC). Madison has been employed as a part-time ACO with the DCAC since October 2019 and has done an exceptional job. She has completed her training with the State of Michigan Department of Agriculture and is a certified animal control officer.

Madison has taken the initiative to learn all aspects and responsibilities to become a full-time animal control officer and will make a wonderful addition to the DCAC.

This full-time position was approved by the Police and Fire Commission at their January 28th, 2020, meeting.

STRATEGIC PLAN/GOALS: To provide the finest service to the communities involved in the Downriver Central Animal Control Consortium.

ACTION REQUESTED: Concur with the Chief of Police to hire Madison McKenzie as a full-time Animal Control Officer with the Downriver Central Animal Control Consortium.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Funds for the salary/benefits for this position are budgeted in the DCAC budget account 101-303-725-110.

IMPLEMENTATION PLAN: The Human Resource and Finance Department will coordinate the hiring and implementation of benefits for this position.

LIST OF ATTACHMENTS:

1. ACO letter to Commission-Job Application

RESOLUTION

Item Number: #6
Date: February 10, 2020

RESOLUTION by Councilperson _____

That Council Concurs with the determination that the vacancy exists for the position of Animal Control Officer and the Council authorizes the filling of such vacancy and

FURTHER RESOLVED BY THE CITY COUNCIL that Madison McKenzie is being offered full-time employment as an Animal Control Officer/Ordinance Officer at level 27A contingent upon her successful completion of physical with drug screen.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

MAYOR
Joseph R. Peterson

CITY CLERK
Lawrence S. Stec

TREASURER
Todd M. Browning

CITY ASSESSOR
Theodore H. Galeski



BRIAN ZALEWSKI
CHIEF OF POLICE

January 28th, 2020

CITY COUNCIL
Robert A. DeSana
Leonard T. Sabuda
Megan Maiani
Chris Calvin
Donald C. Schultz
Robert Alderman

To: Police Commission
From: Brian Zalewski, Chief of Police

Subject: Fulltime Animal Control Officer position – Madison McKenzie

Dear Commissioners,

I am requesting approval to promote Madison McKenzie to Full-time Animal Control Officer (ACO) for the Downriver Central Animal Control Consortium (DCAC). Currently, Madison has been employed as Part-time ACO since October of 2019, she has done a tremendous job. ACO McKenzie would be filling a vacant full-time position created by the resignation of ACO Howard Storey.

If you approve, I will forward my request to City Council for approval and then coordinate ACO McKenzie's transition to full-time employment. Thank you for your consideration in this matter.

Respectfully,

Brian Zalewski



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 Animal Control Officer (full time)

Have you read the description of this job? ☒ Yes ☐ No Are you qualified to perform these duties? ☒ Yes ☐ No

Other position you would consider Part time | Full Time

Type of employment desired: ☒ Full-Time ☐ Part-Time ☐ Temporary

Date you can start ASAP Wage expected \$ 15.00 Per hour

PERSONAL INFORMATION

Name McKenzie Madison Lorcen
Last First Middle

Address Wyandotte MI 48192
Street City State Zip

Phone Number - Email -

Other last names used while working, if any N/A

Are you a U.S. Citizen? ☒ Yes ☐ No

If no, specify type of entry document and work authorization N/A

Have you even been convicted of a crime? ☐ Yes ☒ No

If yes, please give specifics N/A

Are there any felony charges pending against you? N/A

If yes, please give specifics N/A



Equal Housing Opportunity/Equal Opportunity Employer



Have you ever served in the U.S. Military? ☐ Yes ☒ No If yes, indicate branch N/A

Dates of duty: From / / To / / Type of Discharge N/A
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? N/A

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

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: Heather Zagor (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

N/A

Have you ever been bonded on a job? ☐ Yes ☒ No If yes, when? N/A

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name Heather Zagor Phone Number ()

Address Wyandotte Mi 48192
Street City State Zip

PERSONAL REFERENCES

(Not former employers or relatives)

Name and Occupation	Address	Phone Number
Sara Pappas		
Howard Storey		
Alyssa Strafford		

EDUCATION

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

Certified Animal Control officer / Certified in first aid /
Certified to Euthanize in the State of Michigan / taser & Mase

Name of School

City/State

Degree

Major

High School	Theodore Roosevelt High School	Wyandotte Mi	diploma	
College	Schoolcraft	Livonia Mi	associate in progress	
Other				

EMPLOYMENT HISTORY

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

Company Name Wyandotte Recreation Employed from 2015 to 2019

Address 3131 3rd Wyandotte Mi 48192
 Street City State Zip

Type of Business lifeguard / Parks & Rec. Name of Supervisor Justin Lanagan

Phone Number 734-365-4318 Starting Salary \$8.50 Final Salary \$11.50

Position lifeguard supervisor Reason for leaving new job / seasonal

Duties Performed Scheduling, Speaking with the public, teaching lessons ect.

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

Company Name Wyandotte Police department Employed from 2019 to Current

Address 2015 Biddle Ave. Wyandotte Mi 48192
 Street City State Zip

Type of Business Government Name of Supervisor Lt. Neil Hunter

Phone Number 734-564-1047 Starting Salary \$11.50 Final Salary \$11.50

Position Animal Control (part-time) Reason for leaving N/A

Duties Performed Public Safety, Animal care, report writing, transport, cleaning ect.

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

If yes, please explain N/A

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: _____ 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: 1/14/20 Signature: Madison McKenzie



Equal Housing Opportunity/Equal Opportunity Employer



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 7

ITEM: Contract for Comprehensive Zoning Ordinance Update with SmithGroup

PRESENTER: Natalie Rankine, Special Projects

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Pursuant to Wyandotte's participation in the Michigan Economic Development's (MEDC) Redevelopment Ready Certification (RRC) program, we have obtained a contract with SmithGroup for consultant services for a comprehensive update to the City's Zoning Ordinance.

STRATEGIC PLAN/GOALS: We are committed to revitalizing the community through economic development, streamlining government and making government more transparent to its citizens.

ACTION REQUESTED: Adopt a resolution approving the contract with SmithGroup.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The City's contribution to the Zoning Ordinance update will be \$60,000.00 and paid from account number 101-200-825-390 from FY 2020 and FY 2021 budgets.

IMPLEMENTATION PLAN: Special Projects Coordinator will supervise the project after the contract is executed with SmithGroup.

LIST OF ATTACHMENTS:

1. 2019-1211 Wyandotte Comprehensive Zoning Ordinance Update_REV 1.28.20

RESOLUTION

Item Number: #7
Date: February 10, 2020

RESOLUTION by Councilperson _____

WHEREAS, the MEDC has developed a program for certifying Redevelopment Ready Communities, and the City of Wyandotte desires to achieve that certification by implementing best practices and recommended strategies for redevelopment; and

WHEREAS, the City of Wyandotte has engaged in the MEDC Redevelopment Ready Communities Program, in order receive Redevelopment Ready Communities Certification from the MEDC.

NOW, THEREFORE, BE IT HERBY RESOLVED, by City Council that the Council concurs in the recommendation of the Special Projects Coordinator to contract with SmithGroup for the purposes of updating the City's Zoning Ordinance and FURTHER, authorizes the City Administrator to sign the agreement on behalf of Mayor and City Clerk for a not-to-exceed amount of \$60,000.00 to be paid from account number 101-200-825-390 from Fiscal Years 2021 and 2022.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

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December 11, 2019
(Revised January 28, 2020)

Ms. Natalie Rankine, RA,
Special Projects Coordinator
City of Wyandotte
3200 Biddle, Suite 300
Wyandotte, MI 48192

RE: Comprehensive Zoning Ordinance Update

Dear Ms. Rankine:

SmithGroup, along with our partner Wade Trim, is pleased to submit this proposal to the City of Wyandotte for the Zoning Ordinance Update. We bring you a multi-disciplinary team of technical experts experienced in writing and administering zoning ordinances and form-based codes. Building on our successful master plan process, we look forward to the opportunity to implement the recommendations from the plan and help move Wyandotte one step closer to being redevelopment ready.

SmithGroup will lead the team, serving as your primary contact and drawing on the experience and ideas generated during the master planning process. We will integrate our planning and design thinkers to ensure redevelopment for the downtown, corridors, and neighborhoods is achievable and complements the existing historic character and charm of Wyandotte. As the lead Technical Assistance team for MEDC's Redevelopment Ready Communities™ program, our planners, along with Wade Trim, are well-versed at integrating the various best practices into zoning amendments. Recent RRC and form-based efforts include Lexington, Mount Clemens, Dearborn, Saginaw, Ferndale, Lansing, Romulus, Oak Park, and Ironwood. We will manage the project, lead public engagement, lead the development of new zoning districts, prepare the new zoning map, and build the interactive PDF format of the new ordinance.

Wade Trim will lend its zoning expertise—similar to how we are collaborating in Lexington—to prepare a technical review of your current ordinance and amend the administrative articles of the code, ensuring the latest trends, legal decisions, and RRC Best Practices are integrated into your new ordinance. Wade Trim bring decades of experience partnering with Michigan municipalities to develop creative solutions to both long-term and day-to-day development challenges. The firm's approach is rooted in the belief that zoning regulations must be strong and legally sound as well as easy to understand, administer and enforce.

Our proposed process targets public input in three key ways:

- A steering committee that will serve as the primary source of collaboration with the project team
- A public education workshop that celebrates the recommendations from the master plan and dives deeper into how zoning can help achieve their desired vision for the downtown, neighborhoods, and corridors
- Focus workshops with stakeholders, including the DDA and local developers, to vet specific strategies for mixed-use redevelopment

PROJECT APPROACH

Our Team is uniquely positioned to effectively and efficiently transform Wyandotte's outdated ordinance into a cutting-edge document that makes redevelopment in the city straightforward. Rather than legalese and a set of cumbersome restrictions, your ordinance can be a streamlined tool to empower developers to implement the city's vision in an easy-to-use, visual format.

During the master planning process, our team reviewed the existing zoning ordinance and framed our future land use approach with zoning amendments in mind. The future land use districts, particularly for key corridors and downtown, were formulated to provide the framework for new zoning districts that are more flexible on the mixture of uses with a renewed emphasis on urban form and character. Our

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familiarity with the evaluation during the master plan of Wyandotte's unique blend of historic character and redevelopment opportunities positions us to hit the ground running with an approach to new zoning districts.

By teaming with Wade Trim, we augment our expertise on the district approach to provide Wyandotte with the technical experience to ensure the ordinance as a whole meets zoning best practices. Wade Trim and SmithGroup are currently working similarly in Lexington, where we are simultaneously writing a master plan and zoning ordinance to meet RRC best practices. Our combined experience preparing and administering ordinances throughout the state, coupled with our strong partnership with MEDC and understanding of the RRC Best Practices, will result in an engaging process and innovative ordinance that can help shape Wyandotte's next few decades of redevelopment.

Our Team's process and approach will result in an ordinance that will:

- Provide a clear and consistent set of procedures, actions, and administrative guidance to implement the vision, guiding principles, goals, and policies of the 2019 Wyandotte Master Plan.
- Be consistent with federal laws, state statutes, case law, and local ordinances.
- Reflect the variety of land uses and character districts within the city; the regulations will be a hybrid of various zoning approaches, which may include form-based, performance-based, incentive, and conventional regulations.
- Be delivered in an editable, consolidated, user-friendly format with tables and illustrative graphics that clearly communicate standards and regulations.
- Establish an efficient and standardized development review process.
- Include clear and precise language to simplify administration and facilitate effective zoning enforcement.
- Promote high-quality design.
- Promote the construction of new infill buildings and mixed-used development.
- Include standards to support the development of non-motorized facilities and improve non-motorized connections.
- Add innovative green infrastructure standards.

PLANNING AND PUBLIC ENGAGEMENT PROCESS

Our Team presents an inclusive work approach that is designed to empower city leaders, staff, citizens, businesses, and other stakeholders. Throughout the comprehensive ordinance update process, the community will have varied opportunities to directly influence the creation of the updated zoning ordinance. Although the updated zoning ordinance will ultimately be adopted by the City Council upon recommendation of the Planning Commission, we propose that a Zoning Ordinance Update Steering Committee is established to oversee the detailed ordinance development effort.

Highlights of our recommended planning and engagement process include:

1. Steering Committee Kick Off and Walking Tour (*SmithGroup led, Wade Trim attend*)
This meeting and tour will kick-off the effort by reviewing city needs and aspirations for the project, reviewing team roles and responsibilities, and establishing a project schedule.
2. Planning Commission Goals Meeting (*Wade Trim*)
This meeting will serve as the official project kick-off for the Planning Commission and will be designed for them to share their goals and wish-list for an updated zoning ordinance.
3. Public Educational/Visioning Session (*SmithGroup led, with Wade Trim participation*)
This kick-off event for the public starts off with an educational session on zoning best practices including mixed-use development, site design, building design, development review procedures, and other topics. It will also serve as a visioning session, with a focus on development and redevelopment within downtown and city's mixed-use corridors.

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4. **Steering Committee Meeting(s) (*SmithGroup + Wade Trim*)**
To present and discuss the Project Team's findings after our background analysis and detailed review of the zoning ordinance. The meetings will cover our recommended approach to zoning within the city's various districts as well as recommended technical and administrative changes.
5. **Focus Group Sessions and Developer Roundtable (*SmithGroup + Wade Trim*)**
A series of focus-group sessions, including a developer roundtable session, will be facilitated by the Project Team to review and evaluate the overall approach to the updated ordinance, including development review procedures, district regulations, and site development regulations.
6. **Steering Committee Draft Review Meeting(s) (*SmithGroup + Wade Trim*)**
To present, evaluate, and refine the draft ordinance regulations, working toward the development of a complete "administrative draft" of the updated ordinance.
7. **Adoption Meetings (*SmithGroup + Wade Trim*)**
The Project Team anticipates attending two Planning Commission and two City Council meetings/hearings as part of the adoption process. These meetings will be designed to inform and encourage deliberation by city leaders and citizens on all aspects of the updated ordinance.

Throughout this process, the Project Team will remain in close coordination with city staff through internal meetings, conference calls, and e-mail communications. We will also be responsible for preparing all presentation materials for the workshops and meetings. Finally, we will provide the city with information and outreach materials for posting on the city's website and other media.

SCOPE OF SERVICES

PHASE 1: PROJECT KICK-OFF

This first phase of the project is critical to ensure that the Project Team fully understands the city's needs and aspirations for the project while working with city leaders to confirm roles and responsibilities and the overall approach to the project and schedule. Other important details will need to be discussed and confirmed during this phase, including lines of communication, frequency of project updates for posting to the city website, and pertinent background information that needs to be provided to the Project Team. Notably, it will also be important to understand early in the process the city's desired format of the updated ordinance after adoption (see Phase 6).

Phase 1 Deliverables:

- Facilitation of Steering Committee Kick-Off and Walking Tour
- Facilitation of Planning Commission Goals Meeting

PHASE 2: FACT-FINDING, EDUCATION, AND VISIONING

This phase will include fact-finding by the Project Team, including a review of past text amendments, conditional use permits, rezonings, and variance requests to discover deficiencies and trends. Additionally, we will meet with key city staff to review recent development projects and evaluate the effectiveness of the current zoning regulations in facilitating the type of development desired by the city. This phase will also include public education and visioning, through the facilitation of the Public Educational/Visioning Session described earlier.

Phase 2 Deliverables:

- Review of background materials pertinent to the zoning ordinance development
- Meetings with key city staff to review ordinance effectiveness and deficiencies
- Facilitation of Public Educational/Visioning Session

PHASE 3: ZONING ORDINANCE REVIEW

Relying on the findings of the kick-off meetings, background information analysis, and public educational/visioning session, the Project Team will conduct a detailed review of the existing zoning ordinance. This review will also consider the following:

- Recommendations contained in the 2019 Wyandotte Master Plan, including the zoning recommendations and future land use and character districts
- Best Practices for Zoning, as developed by the MEDC's Redevelopment Ready Communities (RRC) program
- Consistency with federal laws, state statutes, case law, and local ordinances
- Effectiveness of the development review process
- Simplicity in ordinance organization
- Opportunities to improve clarity of language and to improve zoning enforcement
- Opportunities to strengthen the ordinance and promote the preferred character of development through the inclusion of illustrations, form-based regulations, performance-based regulations, and other incentives

The findings of the zoning review will be documented in a report and presented to the Zoning Ordinance Update Steering Committee. The report will describe the recommended approach to the city's zoning districts, include a proposed Table of Contents for the updated ordinance, and will outline specific sections of the zoning ordinance that are recommended to be modified. Suggested amendments to the City Zoning Map will also be included in the report.

Based on comments received by the Steering Committee, we will revise and finalize the review report. The finalized zoning ordinance review report will serve as the road map for the city to move forward with the next phase of work.

Phase 3 Deliverables:

- Zoning Review Report
- Facilitation of two (2) Steering Committee meetings

PHASE 4: ZONING ORDINANCE DEVELOPMENT

At this point, the Project Team will begin the development of the updated zoning ordinance language, illustrations, graphics, and zoning districts map. In order to critically evaluate key sections of the ordinance language, including development review procedures, district regulations, and site development regulations, the Project Team will facilitate a series of focus group sessions and a developer roundtable session with the goal of obtaining feedback and/or confirming that we are on the right track. The Project Team will continue to refine the draft, while presenting and reviewing materials with the Steering Committee, until a complete "administrative draft" of the updated ordinance is prepared.

At a minimum, the content of the updated zoning ordinance will include:

- Ordinance administration, including development review procedures
- Zoning districts
- Overlay districts
- General (city-wide) regulations
- Development standards
- Standards for special land uses
- Applicable charts, graphics, and illustrations
- Definitions
- Zoning Map revisions, particularly where recommended by the new Master Plan
- Other amendments necessary to achieve the project goals listed in the project approach section

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Phase 4 Deliverables:

- Facilitation of Focus Group Sessions, expected to be series of topic-based discussions over the course of one full day, likely including one (1) Developer Roundtable Session, one with the DDA and others to be determined
- Facilitation of two (2) Steering Committee meetings
- Complete “Administrative Draft” of the updated ordinance

PHASE 5: CITY REVIEW, PUBLIC REVIEW, AND ADOPTION

This phase includes presenting the Administrative Draft for review by the city Planning Commission, with subsequent refinements by the Project Team based on feedback received. The resultant “Public Hearing Draft” will then be made available for public review and ultimately will be presented to the public at a legally noticed public hearing held by the Planning Commission. The Project Team will continue to refine the draft based on city feedback until the “Final Draft” is ready for adoption. Included in this process is our Team’s attendance at up to two City Council meetings.

The Public Hearing Draft and Final Draft will be fully formatted and will contain a range of graphics, diagrams, tables, and charts that complement and supplement the ordinance. These drafts will also include a Zoning Use Guide—designed as an informational “How to Use This Ordinance” section intended for those who are generally not familiar with the purpose and organization of zoning ordinances, with graphics and examples demonstrating how users can navigate the ordinance.

Phase 5 Deliverables:

- Attendance at up to two (2) Planning Commission meetings, including the legally-noticed public hearing
- Attendance at up to two (2) City Council meetings
- “Public Hearing Draft” of the updated ordinance
- “Final Draft” of the updated ordinance
- Assistance to the city with legal notices and Public Act compliance related to the public hearing and adoption

PHASE 6: FINAL DELIVERABLES (INCLUDING OPTIONAL INTERACTIVE ORDINANCE)

The city’s Request for Proposals indicates that the updated zoning ordinance shall be coordinated with American Legal Publishing’s proposed format. Therefore, our Project Team will work with the City to deliver the adopted zoning language, illustrations, charts, etc. in a format that is acceptable to American Legal Publishing.

The city’s Request for Proposals included links to several zoning ordinances which were described as examples of the city’s desirable final zoning ordinance format. We note that each of these examples is a stand-alone ordinance in Adobe PDF format with hyperlinks. Our Team is prepared to deliver the final Wyandotte Zoning Ordinance in a similar interactive format. However, this would result in the city maintaining two “versions” of the final ordinance—one in the American Legal codified format and a second in hyperlinked Adobe PDF format. We suggest that the city may want to consider choosing one or the other, as it would result in the city having to make changes to two different versions each time a future zoning amendment is adopted.

Our scope of work and cost is reflective of supplying deliverables to the city in a format that will enable codification by American Legal Publishing. However, during Phase 1 of the project, we would discuss various options with the city for the final format, which may include an interactive Adobe PDF format instead of codification format. An example of our standalone PDF zoning ordinance format is Romulus, Michigan, where the remainder of their city ordinances are maintained through MuniCode.

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Phase 6 Deliverables:

- Adopted zoning ordinance files in a format compatible with American Legal Publishing for codification (Microsoft Word, jpeg images, etc.)
- Optional Deliverable: Interactive Adobe PDF format of the adopted zoning ordinance, fully searchable with hyperlinks
- Adopted Zoning Map in Adobe PDF and GIS format
- Adopted Zoning Map hard copies: five (5) large sized

SCHEDULE

SmithGroup proposes the following schedule:

PHASE	PROJECT MILESTONE	ANTICIPATED TIMEFRAME
Phase 1: Project Kick-Off	<ul style="list-style-type: none">▪ Steering Committee Kick Off and Walking Tour▪ Planning Commission Goals Meeting	January - February 2020
Phase 2: Fact-Finding, Education, And Visioning	<ul style="list-style-type: none">▪ Public Educational/Visioning Session	February - March 2020
Phase 3: Zoning Ordinance Review	<ul style="list-style-type: none">▪ Zoning Review Report▪ Steering Committee Meetings (2 total)	March - May 2020
Phase 4: Zoning Ordinance Development	<ul style="list-style-type: none">▪ Focus Group Session▪ Developer Roundtable Session▪ Steering Committee Meetings (2 total)▪ Administrative Draft Completed	June - October 2020
Phase 5: City Review, Public Review, And Adoption	<ul style="list-style-type: none">▪ Planning Commission Meeting▪ Public Hearing Draft Completed▪ Planning Commission Public Hearing▪ Final Draft Completed▪ Council Meetings (2 total)▪ Ordinance Adoption	November 2020 - March 2021
Phase 6: Final Deliverables	<ul style="list-style-type: none">▪ Final Deliverables	March 2021

CONSULTANTS

SmithGroup anticipates using the following consultant(s) for this project -and the costs will be borne by SmithGroup and are included in SmithGroup projected fee:

- Wade Trim - Zoning ordinance technical review

COMPENSATION

The following fee breakdown provides the labor totals and estimated hours by Phase for the each of the consultants. This fee proposal reflects the scope of work as outlined in the Scope of Work. This includes the full range of activities that we feel are necessary for this process. The City of Wyandotte shall compensate SmithGroup for a fixed fee of \$55,000. The remainder \$5,000 of the fee will be paid by MEDC.

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	SmithGroup						Wade Trim								
	Kathleen Duffy: \$130		Alex Huff: \$105		Caeley Hynes: \$85		Adam Young: \$130		Charles Smith: \$130		Carly Keough: \$65		Michelle Leppek: \$85		
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Fee Totals
Phase 1	20	\$2,600	40	\$4,200	12	\$1,020	20	\$2,600	2	\$260	2	\$130	10	\$850	\$11,660
Phase 2	20	\$2,600	2	\$210	10	\$850	40	\$5,200	0	\$0	8	\$520	8	\$680	\$10,060
Phase 3	6	\$780	0	\$0	4	\$340	40	\$5,200	8	\$1,040	0	\$0	0	\$0	\$7,360
Phase 4	28	\$3,640	29	\$3,045	31	\$2,635	44	\$5,720	12	\$1,560	10	\$650	10	\$850	\$18,100
Phase 5	10	\$1,300	0	\$0	4	\$340	22	\$2,860	0	\$0	8	\$520	0	\$0	\$5,020
Phase 6	12	\$1,560	0	\$0	48	\$4,080	4	\$520	0	\$0	0	\$0	4	\$340	\$6,500
										Firm Labor Subtotal					\$58,700
							Expenses (mileage, hotel, meals, printing)								\$1,300
												TOTAL			\$60,000

REIMBURSABLE EXPENSES

Included in the fee indicated above, the following cash costs shall be reimbursable:

1. Travel expenses related to this project. Reimbursement for car mileage is the standard mileage allowance determined by the Internal Revenue Service. The current mileage rate is \$.575 per mile;
2. Printing and/or reproduction of presentation materials, sketches, drawings, specifications, reports and other project related documents, either digitally or in hard copy;
3. Long distance telephone and facsimile charges, postage, express charges and other similar items;
4. Models, renderings, photography and other special presentation material for other than the Architect's own use; and,
5. Employment of, with client's prior approval, special consultants other than those listed in this proposal.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon City of Wyandotte approval of an estimated fee for that effort or, if not agreed otherwise, City of Wyandotte shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

City of Wyandotte

Comprehensive Zoning Ordinance Update
Wyandotte, Michigan

SmithGroup

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All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, CITY OF WYANDOTTE AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. City of Wyandotte acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

We look forward to integrating the RRC Best Practices into your ordinance to ensure it can be used to implement Wyandotte's redevelopment vision in an efficient and effective way that results in a streamlined process for both the City and applicants. Please let us know if you have any questions.

Sincerely,


Kathleen Duffy, AICP
Project Manager | Urban Planner


Bob Doyle, PLA, ASLA
Principal-in-Charge

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.


SmithGroup (Signature)

Thomas L. Mroz Jr., Senior Vice President
(Printed name and title)

January 28, 2020
Date

City of Wyandotte (Signature)

(Printed name and title)

Date

City of Wyandotte

Comprehensive Zoning Ordinance Update
Wyandotte, Michigan

SmithGroup

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 8

ITEM: WSAF 2020 Entertainment Contract

PRESENTER: Heather A. Thiede-Champlin

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Herewith, please find the entertainment contract assembled and recommended by my office for the 2020 Wyandotte Street Art Fair.

Fairgrieve - \$2,000

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 285-225-925-860 - WSAF Expense Account - \$2,000

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

LIST OF ATTACHMENTS:

1. Entertainment Contract - Fairgrieve WSAF 2020

RESOLUTION

Item Number: #8
Date: February 10, 2020

RESOLUTION by Councilperson _____

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

A resolution to APPROVE the entertainment contract for the below band for the 2020 Wyandotte Street Art Fair to be paid from the Wyandotte Street Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Fairgrieve - \$2,000

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 2nd day of January, 2020 between the City of

Wyandotte
and

Fairgrieve

Name of Musical Group:

Fairgrieve

Name of Contact Person:

Larry Stel

Contact Address

2492 22nd Wyandotte, MI

Phone Number:

(734) 778 8608

Business ID Number:

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

Sole Proprietorship

Music Style:

Classic Rock

Number of Entertainers:

8

It is mutually agreed between the parties that Larry Stel (name of contact on the w-9 receiving the check) will furnish 1 1/2 hours of entertainment for the Wyandotte Street Art Fair on: July 9th from 9:30 - 11pm

The price for this engagement is

\$2,000

Deposit: City agrees to reserve date with a

\$500

I agree to abide by each of the regulations on this application, the laws of the State of Michigan and the laws and ordinances of the City of Wyandotte and will be responsible for our organizations/business/individual compliance. If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees. This engagement will be held outside. The undersigned agrees to abide by the City of Wyandotte Ordinances and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for

Fairgrieve and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.

Signature of Entertainment Representative

Signature of City Representative

Date

1/2/2020

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 9

ITEM: Senate Bill 54/ House Bill 4100: Reinstatement of State Historic Tax Credits

PRESENTER: Joe Gruber, DDA Director

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Senate Bill 54 (House Bill 4100) proposes the Reinstatement of Michigan's State Historic Tax Credits and is being discussed in the Senate Finance Committee in February or March of this year. The Bill would encourage people to invest in their historic places and properties. Owners of buildings listed on the National Register, State Register, or in a local historic district could get up to 25% of the costs of their rehab back as a state income tax credit that people can carry forward. Wyandotte has some historically significant places and properties that may qualify for this credit which could help foster redevelopment and economic growth throughout our community. To show local support of this tax credit, the Michigan Historic Preservation Network is seeking letters of support and resolutions from communities throughout the state.

STRATEGIC PLAN/GOALS: As stated in Wyandotte's Master Plan 2019 *"Historic preservation in Wyandotte improves property values and enhances the experience of living and working in the city... In addition to continuing to protect historic assets, increased efforts should be made to raise the public's awareness of historic resources and encourage potential tourist opportunities."*

ACTION REQUESTED: The DDA Director is requesting Mayor and City Council to adopt the following resolution and to sign the draft letters provided by the Michigan Historic Preservation Center which will be sent to our State Senator, Stephanie Change.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: DDA Director will send along final letters and official resolutions to the Michigan Historic Preservation Network.

LIST OF ATTACHMENTS:

1. Letter to MHPN - SB54 DDA Support Letter

RESOLUTION

Item Number: #9
Date: February 10, 2020

RESOLUTION by Councilperson _____

WHEREAS, the historic buildings, neighborhoods and places in Michigan villages, towns and cities distinguish each community and provide character and a sense of place that contribute significantly to the quality of life and the economic benefits enjoyed in and by each community; and

WHEREAS, the preservation and rehabilitation of historic buildings, places and neighborhoods contributes to the beauty, character, and economic vitality of Michigan communities; and,

WHEREAS, the labor-intensive nature of historic rehabilitation creates jobs and investment in local businesses and has been proven to generate more economic activity than equivalent investment in new construction; and

WHEREAS, demolition or destruction of historic buildings creates costs to Michigan and its communities by destroying the often-irreplaceable construction and ornamental materials of each structure and by adding significantly to landfills, whose makeup is estimated to be more than 40 percent building materials and waste; and

WHEREAS, development and redevelopment within established villages, townships and cities is encouraged by Governor Whitmer; and

WHEREAS, many public policies and financial and lending practices and policies create disincentives or barriers to the preservation, renovation and rehabilitation of historic buildings and resources and create a preferential financial environment for new construction; and

WHEREAS, Michigan has measured the economic impacts of the former Michigan Historic Tax Credit programs between their enactment in 1999 and their elimination in 2011 and seen significant positive direct impacts on the revitalization of neighborhoods and communities, the preservation and creation of affordable and market-rate housing, the creation of skilled local jobs, and the subsequent private investment in areas surrounding tax-credit-driven revitalization projects; and

WHEREAS, each \$1.00 of credit issued leverages \$11.37 in direct economic impact, such that the former Michigan Historic Tax Credit programs during their twelve-year history have leveraged \$251 million in Federal historic tax credits that otherwise would not have returned to Michigan, spurred \$1.46 billion in direct rehabilitation activity, and created 36,000 jobs; and

WHEREAS, the Michigan Legislature is presently considering Senate Bill 54 and House Bill 4100 that would reinstate an up-to-25 percent investment tax credit for owners of historic residential and commercial properties who substantially rehabilitate their properties;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Wyandotte endorses and supports both Senate Bill 54 and House Bill 4100 and calls upon the Michigan Legislature to pass this important legislation and Governor Whitmer to sign it, in order to stimulate appropriate development and redevelopment and protect the historic character and quality of life of our communities.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Michigan Historic Preservation Network.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
	Alderman	
	Calvin	
	DeSana	
	Maiani	
	Sabuda	
	Schultz	

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



MAYOR
Joseph R. Peterson

COUNCIL

Robert Alderman
Chris Calvin
Robert A. DeSana
Megan Maini
Leonard T. Sabuda
Donald Schultz Jr.

JOSEPH KELLER GRUBER, MCD
DOWNTOWN DEVELOPMENT AUTHORITY DIRECTOR

January 14, 2020

The Honorable Stephanie Chang
Michigan Senate
P.O. Box 30036
Lansing, MI 48909- 7536

Dear Senator Chang,

My name is Joe Gruber and I serve as the Executive Director of Wyandotte's Downtown Development Authority (DDA). Since the formation of our DDA in May of 1988, we have seen investment in our downtown that has strengthened our economy and boosted our community pride. However, more needs to be done and therefore, I am writing to request your support of SB 54 which will reinstate Michigan's historic preservation tax credit (Michigan's HTC).

This state tax credit program began in 1999 and was eliminated in 2011. During that time, the credit:

- leveraged \$1.46 billion in direct rehabilitation activity and created 36,000 jobs.
- leveraged \$251 million in Federal historic tax credits. These are federal dollars coming back into Michigan's economy
- made formerly impossible rehabilitation projects feasible, and put underutilized and core urban real estate back on local and state tax rolls. The credit filled a gap not addressed by any other type of rehabilitation financing.

Additionally, each \$1.00 of credit issued leveraged \$11.37 in direct economic impact.

Michigan's HTCs were the only economic incentives of their kind, anywhere in the state, available to those who rehabilitated their property in the City of Wyandotte's downtown district. Those investments have contributed to the stability of our central business district and since 1999 have resulted in the rehabilitation of the James R. DeSana Center for Arts and Culture, home of the Downriver Council for the Arts and dozens of local creators, makers and artists, located at 81 Chestnut Street, Wyandotte.

Reinstating these credits will encourage additional needed investment in our downtown's historic buildings and will enhance support for our efforts to preserve what is best about our town and continue its economic growth.

Please contact me to discuss this critical bill and its impact on our community.

Thank you.

Joe Gruber
DDA Director

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 10

ITEM: Wyandotte Farmer's Market Contract: Vintage Market Home

PRESENTER: Joe Gruber, DDA Director

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Wyandotte Farmer's Market is returning to Downtown Wyandotte every Thursday from May 7th through October 29th. The Downtown Development Authority has identified the Vintage Market Home, LLC. to serve as the onsite market manager and master vendor for the entire Farmer's Market season. The attached contract outlines their roles and responsibilities on a seasonal basis.

STRATEGIC PLAN/GOALS: As stated in the DDA's Mission Statement, "*The Wyandotte Downtown Development Authority shall initiate and coordinate downtown development through design, business recruitment, promotion and the effective use of private and public space for an attractive, festive downtown atmosphere.*"

ACTION REQUESTED: The DDA is requesting that the Mayor and City Council approve and sign the attached contract with the Vintage Market Home for the 2020 Farmer's Market Season.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Seasonal Stipend in the amount of \$7,500 paid from Downtown Development Authority's Farmer's Market Budget Account #499-200-925-802

IMPLEMENTATION PLAN: DDA Director and Special Event's Coordinator will ensure that contractors are in compliance with all City of Wyandotte event standards and ordinances. Any additional event requests or special requests will be submitted to the Special Events Office no less than 2 weeks in advance.

LIST OF ATTACHMENTS:

1. Wyandotte Downtown Markets Contract 2020

RESOLUTION

Item Number: #10
Date: February 10, 2020

RESOLUTION by Councilperson _____

Resolved by City Council to approve the request of the DDA Director to approve the Vintage Market, LLC Event Hosting Agreement for the 2020 Farmer's Market Season.

BE IT FURTHER RESOLVED that Mayor and City Clerk are authorized to sign and execute said contract.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

VINTAGE MARKET LLC EVENT HOSTING AGREEMENT

This Hosting Agreement is made on the date herein, by and between the Vintage Home Market LLC a Michigan Limited Liability Company, located at 144 Sycamore Street, Wyandotte, MI 48192 and the City of Wyandotte: Downtown Development Authority (DDA) whose government offices is located at 3200 Biddle Avenue, Wyandotte, MI 48192. This agreement shall be effective on the date of its execution by both Parties.

Recitals

Whereas, City of Wyandotte and the Vintage Home Market LLC desire to enter into an agreement for the Vintage Home Market LLC to host weekly vintage and farmers markets in the City of Wyandotte.

- **Thursdays between May 7th and October 29th 2020 from 2 pm – 7 pm**
- **No Markets will be held during the Wyandotte Street Art Fair, July 8th – 11th, 2020.**

The terms and conditions of the agreement are as follows.

Specific Terms

1. The event shall be referred to as “MARKETS”. All rights to the names; “Wyandotte Downtown Markets”/” Wyandotte Downtown Markets Farmers and Vintage” /Downtown Markets: Farmers and Vintage” shall be retained by the City of Wyandotte.
2. The Vintage Home Market LLC shall indemnify, defend, and hold the City of Wyandotte and Downtown Development Authority harmless from any claim of infringement of intellectual property rights by third parties with respect to said name.
3. The MARKETS shall run on selected days in 2020. Notwithstanding the foregoing, either party may opt out of the designated events at any time by giving written notice to the other party of such intent within 7 calendar days of the conclusion of the most recent event. **Markets will not occur during the Wyandotte Street Art Fair, July 8th – 11th.**
4. City of Wyandotte Downtown Development Authority is the sole owner and proprietor of the MARKETS. As a tax-exempt municipal corporation, the City and DDA are entitled to solicit donations and sponsorship funds to support specific programs and supportive services for the MARKETS.
5. Market set up shall be permitted from 8:00 a.m. on the day of market, till the 2 hours after the conclusion of the MARKETS. Event set up will include the use of City Property along Sycamore and Arrowhead Pavilion as well as private property at Sycamore Street near the Vintage Home Market LLC business.
 - Event map and boundaries listed in **Exhibit A**

City of Wyandotte Duties

6. The City of Wyandotte: Downtown Development Authority shall provide all services listed in **Exhibit A**.
7. ONLY WHEN REQUESTED OR REQUIRED, The City of Wyandotte shall provide the fencing and barricades for the designated event space. Vintage Home Market, LLC must comply with all Liquor Control Rules and Regulations and state, county and city laws and ordinances.

Vintage Home Market, LLC Duties

8. Vintage Home Market, LLC shall be responsible for all event planning, marketing, execution and clean-up per event.
9. Vintage Home Market, LLC shall add the City of Wyandotte as an additional insured on their insurance policy. A copy of the appropriate insurance policy should be approved by Mayor and City Council and placed on file with the Clerk's Office no later than May 6th, 2020.
10. The Vintage Home Market, LLC shall be responsible for ensuring and confirming that all of their subcontractors and vendors (third-parties) complete the following actions prior to any third-party activities on city property at the MARKETS,
 - (A) provide necessary insurance information adding the City of Wyandotte as an additional insured on their respective insurance policies, and
 - (B) indemnify, defend, and hold the City of Wyandotte and Downtown Development Authority harmless from any claim of infringement of intellectual property rights by third parties with respect to said name.
11. Vintage Home Market, LLC is solely and exclusively responsible for all activities on Private/Public Property. All actions and activities will adhere to City laws, ordinances and event regulations.
12. Vendors vend at their own risk. Booths may not be left unmanned or unattended. In the event of regular breaks (food and restroom), emergencies or special circumstances, vendors are responsible for arranging alternative plans to deliver the contract.
13. Vintage Home Market, LLC shall provide all services listed in **Exhibit A**.

General Terms

14. Indemnification. Vintage Home Market, LLC agrees to defend, indemnify and hold the City of Wyandotte harmless for any and all liability that arises out of the event unless such active arises out of the intentional or grossly negligent conduct of the City of Wyandotte's agents. In such case, the City of Wyandotte agrees to defend, indemnify and hold Vintage Home Market LLC harmless for said liability.

15. Default. If a party fails to perform the duties set forth herein, said party shall be in breach of this agreement and the non-breaching party may pursue any and all remedies available in law or equity against the breaching party including injunctive relief. If a party shall succeed in pursuing legal action as a result of any breach of this agreement, then the other party shall be responsible for the prevailing party's costs and reasonable attorney fees incurred as a result of such action. Force Majeure. Neither party will be responsible for fires, strikes, civil disorders, severe inclement weather, acts of threats of terrorism, acts of war or other casualties or events beyond its reasonable control. Upon the occurrence of such an event, the Parties will have the right to cancel or reschedule the Event.
16. Intellectual Property Rights. The Parties acknowledge and agree that: (i) the other Party's Marks, copyrights or other Intellectual Property Rights will remain the sole property of the other Party; and (ii) nothing in this agreement will confer in the Party any title to, right of ownership, or interest in the other Party's Marks, copyrights or other Intellectual Property, except to the extent provided for herein.
17. Limitation of Liability. In no event shall either party be liable to the other party, its agents, employees or any third party for any incidental, indirect, special or consequential damages arising out of, or in connection with, this contract, whether or not such party was advised of the possibility of such damages.
18. Authority to Execute. The undersigned represent and warrant that he/she has full authority to bind the Parties to all of the terms and conditions of this Agreement.
19. Entire Agreement. This agreement is the entire understanding of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications or agreements, either oral or written between the Parties. This Agreement may be amended only by written instruments signed by the Parties.
20. Choice of Law. This Agreement will be interpreted and its provisions enforced in accordance with the laws of the State of Michigan.
21. Waiver. Any waiver of any term, requirement or condition imposed under this agreement shall be deemed a limited and specific waiver and shall not be deemed to be continuing in nature or effect any other term of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by their properly authorized signatories.

Vintage Home Market, LLC

By Its: _____

Dated

City of Wyandotte

By Its: _____

Mayor

By Its: _____

Clerk

Date

EXHIBIT A -- Roles and Responsibilities

VINTAGE HOME MARKET, LLC TO PROVIDE:

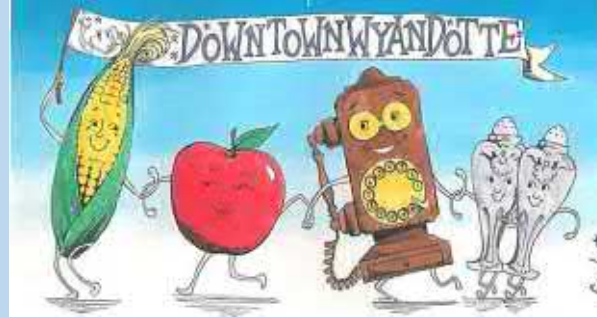
- Vintage Home Market, LLC will serve as Master Vendor (Primary Contractor) and is entitled to charge and collect all fees paid by vendors, subcontractors and third parties. Solicit, Register, Process, Facilitate and handle all aspects of Market Vendors* and Food Vendors* on a seasonal and weekly basis including the physical placement, coordination and organization of vendors onsite.

****All Vendors, Subcontractors (third-parties) and Participants utilizing City property must sign hold harmless agreements and have proper insurance on file with the Special Events Office prior to their participation in the MARKETS***
- Marketing, Public Relations and Publicity for MARKETS including the drafting and disseminating of press releases – The DDA/City logos will be placed on all marketing material for the MARKETS
- Security services and safety measures
- Onsite Signage for wayfinding, events, activities and promotions
- Tents, tables, chairs and other required miscellaneous event equipment
- Photographer – Photographs of event will be shared with the DDA/City for marketing purposes but remain property of the Vintage Home Market, LLC.
- Electrical needs no later than 2 weeks prior to the MARKETS start date. Electrical forms (see attached) must be filled out by vendors and returned to the Vintage Home Market, LLC then emailed to the Special Events Office (hthiede@wyandottemi.gov). If payment is needed for the use of power this must also be returned to the Special Events Office 2 weeks prior to the MARKETS start date
- Vintage Home Market, LLC. is responsible for supplying the following forms of entertainment and attraction at EACH of the scheduled MARKETS.
 - Live Music: Performances, buskers and roamers
 - Entertainment: Jugglers, Hula Hoops, Balloon Animals, Face Painting, Chalk Art
 - Downriver Council for the Arts: Make & Take, Arts & Crafts
 - Downtown Restaurants: Cooking Demos and Picnic Series
 - Giveaways and SWAG

CITY/DDA TO PROVIDE:

- Seasonal stipend in the amount of \$7,500
- Use of City Property and sidewalks
- Inclusion on City website, Fort Street Sign, Social Media Accounts
- Inclusion in the Wyandotte TODAY Magazine 2020 issue

WYANDOTTE DOWNTOWN MARKETS FARMERS VINTAGE



VINTAGE
MARKET
HOME

SYCAMORE STREET
WILL REMAIN OPEN
TO VEHICULAR
TRAFFIC

SLOW TRAFFIC
CONES, FLAGS OR
PEDESTRIAN
MARKERS

SIDEWALKS
ALONG SYCAMORE
STREET AND BIDDLE
AVENUE WILL
REMAIN OPEN

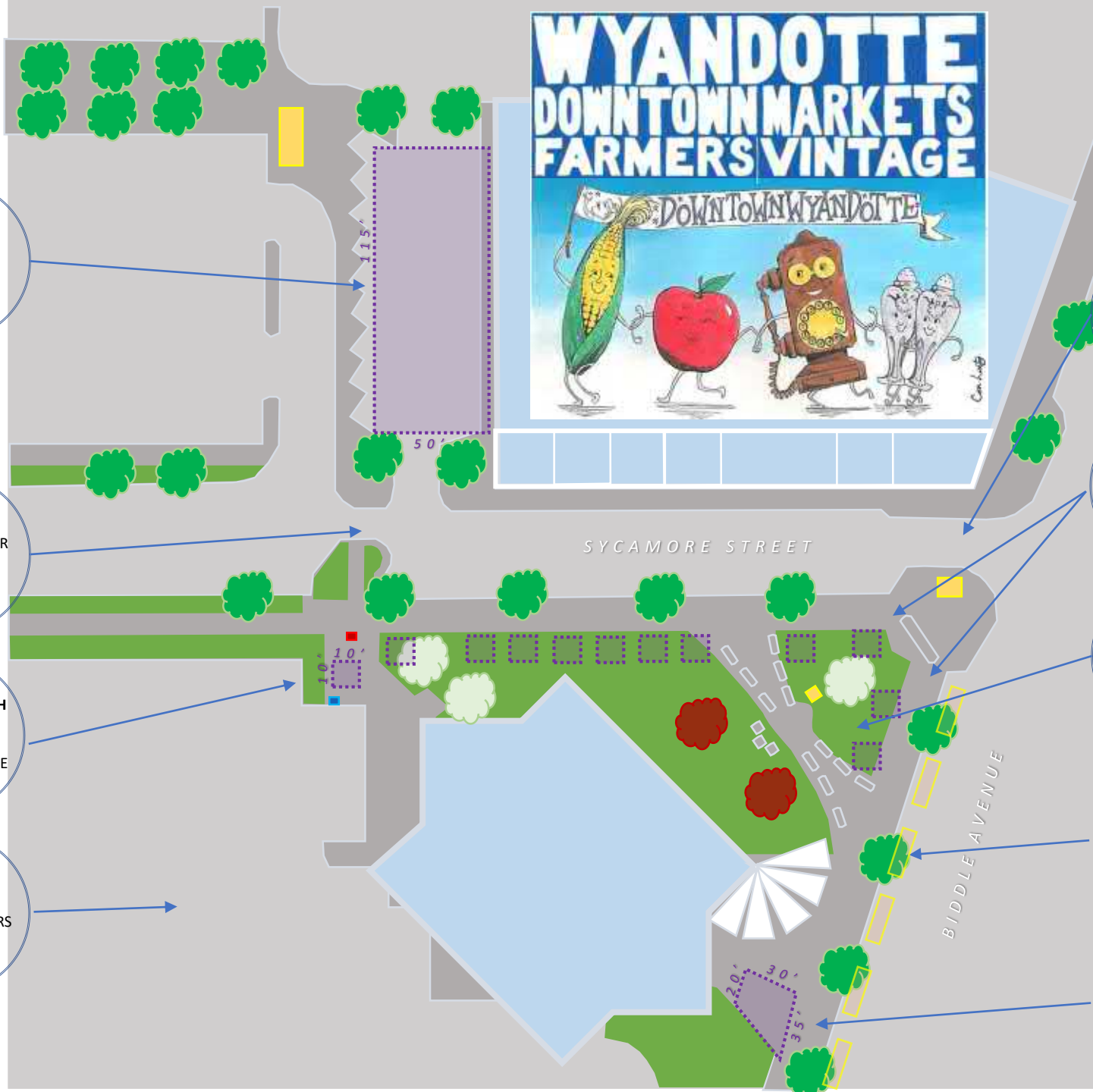
WELCOME BOOTH
OFFERS 6'-7'
CLEARANCE FOR
MAILBOX AND FIRE
HYDRANT

ENTERTAINMENT
SCATTERED
PROGRAMS
THROUGHOUT
ARROWHEAD
PAVILION

AMPLE PUBLIC
PARKING
MARKET VENDORS
AND PATRONS

BIDDLE AVENUE
POTENTIAL
DESIGNATED
ONSTREET
PARKING FOR
VENDORS

HOT FOOD VENDOR
115 SQ.FT. OFFERS
20' CLEARANCE FOR
CITY HALL
ENTRANCE



WYANDOTTE MUNICIPAL SERVICE: ELECTRICAL APPLICATION

RULES FOR ELECTRICAL USAGE:

*This request must be completed if electric service is needed for any vendor/activity for an event.

*The request must have appropriate contact information and a signature to be considered.

*"Same as last year" will not be accepted for any category.

*It is important that your information is correct

*It shall be the users responsibility to ensure that equipment used is properly maintained and grounded, with cords that equipped with (3 Prongs) to mate with extension cords and receptacles so designed that the ground connection is made. Extension cords may not run across sidewalks or in front of any tent/space.

Contact Name: _____

Phone: _____ Email: _____

It is hereby expressed and understood that the Department of Municipal Services (DMS) does not undertake to furnish continuous service, nor shall DMS be liable for damages resulting from the use of its Electrical Service.

Signature: _____ Date: _____

Printed Name: _____

Note: Electric service is available only in specific locations. When requesting power, it is important that we know the operating voltage of your equipment.

SERVICES OFFERED and RATES:

Deposit: Refundable: For the use of a whip (2 plugs):	\$60
Electrical service requiring 1-2 plugs (120 volts):	\$50
Electrical service requiring 3-4 plugs (120 volts):	\$100
Electrical service requiring 5-6 plugs (120 volts):	\$125
Electrical service requiring 240 volts at 30 amps:	\$125
Electrical service requiring 240 volts at 50 amps:	\$175

*All service calls outside of normal working hours (after 4 pm) at the fault of the vendor will be a fee of \$300 for those using 120 volt power

* All service calls outside of normal working hours (after 4 pm) at the fault of the vendor will be a fee of \$500 for those using 240 volt power

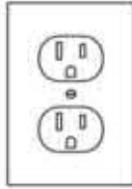
EQUIPMENT TO BE USED: Please be specific!

Type of appliance	Quantity	Number of plugs	Voltage of appliance

RETAIN THIS SHEET FOR YOUR FILES

PLEASE REFER TO THE BELOW WHEN APPLYING FOR ELECTRICAL HOOK UP

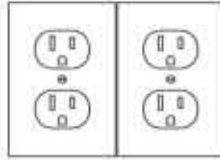
120 Volt Standard receptacles
3 Prong grounded – 2 Plug



Typically used for:

- Cash Register
- Light
- Small fan

120 Volt Standard receptacles
3 Prong grounded – 4 Plug



Typically used for:

- Cash Register
- Lights
- Fan
- Radio

240 Volt – 3 Prong Twist Lock
50 Amp receptacles – (Female)



Typically used for:

- Food Trailers
- RV's/Campers

RULES FOR ELECTRICAL USAGE:

- This request must be completed if electric service is needed for any vendor/activity for an event
- The request must have appropriate contact information and a signature to be considered
- "Same as last year" will not be accepted for any category
- It is important that your information is correct
- It shall be the users responsibility to ensure that equipment used is properly maintained and grounded, with cords that equipped with (3 Prongs) to mate with extension cords and receptacles so designed that the ground connection is made. Extension cords may not run across sidewalks or in front of any tent/space
- If you are using power from a vendor near you without paying for use of power your plug can be removed and you will be charged a fee of \$50
- Please make all payments for electrical hook up to: City of Wyandotte Municipal Service
- Your electrical cords will be inspected by our Wyandotte Fire Chief/Department throughout the event and during set up
- If you are using too much power, damage or break the power boxes/electrical hook up during normal hours of Municipal Service staff there will be warnings issued. After three warnings, you must pay a \$300 fee to receive assistance/power.
- You must follow all rules and regulations set forth by the Wyandotte Fire Chief/Department at all times
- If you have any questions prior to your event regarding this document, please feel free to connect with the Special Events Office at: 734.324.4502 or email us at events@wvan.org

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 11

ITEM: Wyandotte Farmer's Market Contract: Eastern Market Corporation MOU

PRESENTER: Joe Gruber, DDA Director

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The Eastern Market Corporation is one of Detroit's oldest and strongest institutions. In an effort to promote fresh food accessibility across our region, the Eastern Market offers communities the chance to host a Community Farm Stand which would bring a delicious variety of fresh local produce to our market while simultaneously offering health and wellness programs for our market patrons.

STRATEGIC PLAN/GOALS:

As stated in the DDA's Mission Statement, "*The Wyandotte Downtown Development Authority shall initiate and coordinate downtown development through design, business recruitment, promotion and the effective use of private and public space for an attractive, festive downtown atmosphere.*"

ACTION REQUESTED: The DDA Director is requesting Mayor and City Council to sign the attached Memorandum of Understanding with the Eastern Market Corporation for the Community Farm Stand Program to take place at the Wyandotte Farmer's Market.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: \$6,500 Sponsorship from DDA Farmer's Market Budget Account #499-200-925-802

IMPLEMENTATION PLAN: DDA Director and Special Events Coordinator will facilitate the contract and onsite operations of the Eastern Market Corporation.

LIST OF ATTACHMENTS:

1. 2020_Wynadotte_Farm Stand_MOU_Draft1

RESOLUTION

Item Number: #11
Date: February 10, 2020

RESOLUTION by Councilperson _____

Resolved by City Council to approve the request of the DDA Director to approve the Memorandum of Understanding with the Eastern Market Corporation for the Community Farm Stand Program to take place at the Wyandotte Farmer's Market.

BE IT FURTHER RESOLVED that Mayor and Council AUTHORIZE Mayor and City Clerk to sign and execute the Memorandum of Understanding with the Eastern Market Corporation.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS



Memorandum of Understanding Between Eastern Market Partnership and City of Wyandotte DDA

1. **Purpose** – This agreement is intended to describe and define the scope and nature of the partnership between Eastern Market Partnership (hereafter referred to as “EMP”), and City of Wyandotte DDA in regard to the service provision of the Eastern Market Farm Stand Program (Farm Stand).
2. **Program Description** – In the summer of 2009, EMP embarked on a journey to sell fresh produce and provide nutritional education in the City of Detroit by establishing small pop-up mobile markets. These satellite locations evolved into today’s Eastern Market Farm Stand Program. Each season, a cohort of Food & Health Fellows brings a snapshot of Eastern Market to people throughout metropolitan Detroit.

Eastern Market Farm Stand Program’s mission is to:

- Provide fresh, healthy food at partner organization sites;
- Engage people in conversations about the lifelong benefits of healthy food choices;
- Provide workforce development training to a cohort of Food & Health Fellows;
- Cultivate a cohort of Food & Health Fellows to be ambassadors of Eastern Market and advocates of a good food system.

Through relationships with community development organizations, corporate entities, health care systems, neighborhood farmers markets, and schools, the Farm Stand seeks to promote a culture of wellness in the City of Detroit and Southeast Michigan.

3. **Duration** – EMP will provide Farm Stand services to City of Wyandotte DDA from June 6, 2020 through October 29, 2020 from **Time: TBD**, each Thursday.
4. **EMP Obligations** – EMP will fulfill the following:
 - Operate a Farm Stand with two representatives from EMP, proper equipment, and a seasonal selection of fruits, vegetables, and specialty food.
 - Bring the most appropriate selection possible each week with no specific guarantees regarding the components of said selection.
 - Reserves the right to cancel a Farm Stand in the event of severe weather and/or emergency at the sole discretion of the Food Access Coordinator.
 - Will not have “make-up” Farm Stand days.
 - Provide shoppers with the opportunity to use credit cards, Bridge Cards, Double-Up Food Bucks, Fresh Prescription, WIC Project Fresh and Senior Market Fresh coupons to purchase eligible food items.

- Promote partner site support at community Farm Stand locations, on EMP website, printed materials, and social media channels (where appropriate).
 - Distribute a weekly e-newsletter with product features and education material.
5. City of Wyandotte DDA **Obligations** – City of Wyandotte DDA will fulfill the following:
- Support EMP Farm Stand community outreach programming and other related activities with a one year commitment and the following funding schedule: \$6,500.00 due May 17, 2020 payable to “Eastern Market Partnership”, a 501(c) nonprofit.
 - Place Farm Stand in optimal site location agreed upon by farm stand manager.
 - Provide two reliable emergency contact numbers for on-site assistance during Farm Stand operational hours.
 - Provide parking and load-in instructions for staff.
 - Provide information to create an emergency weather plan by June 1, 2020.
 - Promote Farm Stand operation through the distribution of e-news and other promotional materials to employees and/or site community.
 - Fill out mid-season and end-of-season evaluation within two weeks of receipt.
 - Allow EMP staff to conduct evaluation surveys with Farm Stand patrons.

IN WITNESS WHEREOF, the parties hereby execute this Memorandum of Understanding. By signing below, the parties acknowledge and agree that this Memorandum of Understanding contains the whole of the agreement between the parties and that there are no other or verbal agreements outside the terms contained herein. The terms of this agreement may only be changed in writing by mutual agreement of the parties. Email correspondence is considered writing for these purposes; text messaging is not.

Eastern Market Partnership

By: Patrice Brown
Food Access Manager
2934 Russell Street
Detroit, MI 48207



City of Wyandotte DDA By:

Date: January 14, 2020

Date: January 14, 2020

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 12

ITEM: Veteran's Memorial Relocation Project

PRESENTER: Gregory J. Mayhew

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Veteran's Memorial monument is currently located on the riverfront at Bishop Park near the Van Alstyne and Oak intersection. However, the monument is leaning as the current foundation is compromised. Options to stabilize the monument in place were explored but a permanent solution was not found. Consequently, the monument will be moved to a more suitable location and erected on a reinforced concrete foundation. The Veteran's Memorial monument will be relocated two blocks away to Superior Boulevard between Biddle and Van Alstyne. Here the monument will be showcased with the other tributes to Wyandotte veteran's near the World War I and Vietnam memorials.

The City prepared project specifications for the monument relocation and advertised the project per procurement procedures. The City received 4 bids. The bids were reviewed and the low bidder was interviewed to confirm his understanding of the scope of the work and bid.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to maintain infrastructure and preserving historic elements.

ACTION REQUESTED: Award the Veteran's Memorial Relocation Project to the low bidder, Pizzo Development Group, and authorize the Mayor and Clerk to execute the contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The monument relocation project cost of \$37,900.00 is over the budgeted \$30,000.00. The project will be funded from account number 101-448-750-270. The overage will be absorbed from other activities in the fund.

IMPLEMENTATION PLAN: If approved by City Council, authorize the Mayor and Clerk to execute the contract.

LIST OF ATTACHMENTS:

1. Veterans Memorial Bid Tab

RESOLUTION

Item Number: #12
Date: February 10, 2020

RESOLUTION by Councilperson _____

Resolved that the City Council agrees with the recommendation of the City Engineer and accepts the proposal from Pizzo Development Group, LLC for the relocation of the Veteran's Memorial Monument as requested in File #4775 in the amount of \$37,900.00 and funded in account #101-448-750-270.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

2020 VETERAN'S MEMORIAL RELOCATION

File 4775 Bid Opening: January 13, 2020

Compiled 01/13/20

				Pizzo Development Wyandotte, MI		Grunwell Cashero Detroit, MI		Alastra Construction Wyandotte, MI		GV Cement Brownstown, MI	
#	Pay Item	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Base Bid											
1	Stabilize Existing Structure	1	LS	\$ 1,800.00	\$ 1,800.00	\$ 3,300.00	\$ 3,300.00	\$ 4,500.00	\$ 4,500.00	\$12,000.00	\$ 12,000.00
2	Earth Excavation	10	CYD	\$ 250.00	\$ 2,500.00	\$ 200.00	\$ 2,000.00	\$ 150.00	\$ 1,500.00	\$400.00	\$ 4,000.00
3	Reinforcement Steel, Epoxy Coated	694	LBS	\$ 10.09	\$ 7,000.00	\$ 7.20	\$ 5,000.00	\$ 2.16	\$ 1,500.00	\$17.29	\$ 12,000.00
4	Concrete, Grade S1	4	CYD	\$ 625.00	\$ 2,500.00	\$ 1,750.00	\$ 7,000.00	\$ 1,500.00	\$ 6,000.00	\$3,000.00	\$ 12,000.00
5	21A Stone Backfill	10	TON	\$ 80.00	\$ 800.00	\$ 250.00	\$ 2,500.00	\$ 100.00	\$ 1,000.00	\$400.00	\$ 4,000.00
6	Remove Existing Structures, Salvage	1	LS	\$ 2,300.00	\$ 2,300.00	\$ 8,400.00	\$ 8,400.00	\$ 3,925.00	\$ 3,925.00	\$4,000.00	\$ 4,000.00
7	Reset Existing Structures	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 9,600.00	\$ 9,600.00	\$30,000.00	\$ 30,000.00	\$24,000.00	\$ 24,000.00
8	Regrade and Sod	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$4,000.00	\$ 4,000.00
9	Project Clean Up	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$4,000.00	\$ 4,000.00
10	Traffic Maintenance and Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$4,000.00	\$ 4,000.00
Base Bid Total				\$ 23,900.00		\$ 43,800.00		\$ 52,425.00		\$ 84,000.00	
Additional Bid											
11	Install Flag Pole Foundation	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00
12	Install 50 foot Aluminum Flag Pole	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 5,100.00	\$ 5,100.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
13	Install 8 foot by 12 foot American Flag	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 2,500.00	\$ 2,500.00
14	4-inch concrete Sidewalk	250	SFT	\$ 6.00	\$ 1,500.00	\$ 28.00	\$ 7,000.00	\$ 14.00	\$ 3,500.00	\$ 16.00	\$ 4,000.00
Additional Bid Total				\$ 14,000.00		\$ 13,350.00		\$ 9,750.00		\$ 17,500.00	
Total Bid = Base Bid + Additional Bid				\$ 37,900.00		\$ 57,150.00		\$ 62,175.00		\$ 101,500.00	

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 13

ITEM: Sale of former 2111 5th Street (38' x 123')

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City owns the former 2111 5th Street. Attached for your approval is a Purchase Agreement to sell the south 15 feet of the property to the adjacent property owner at 2121 5th Street, Gary A. Carr, for the amount of \$750.00. The combination of the two (2) lots will result in one (1) lot measuring 69' x 123'. The remaining 23 feet is being sold to the adjacent property owner at 2103 5th Street.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Approve the Purchase Agreement to sell the south 15 feet of the former 2111 5th Street to the adjacent property owner at 2121 5th Street in the amount of \$750.00 (\$50 per front foot).

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Revenue of \$750.00 in the TIFA Consolidated Fund (492-000-650-040).

IMPLEMENTATION PLAN: The Neighborhood Services Coordinator will coordinate the closing with the Department of Legal Affairs upon approval of the Purchase Agreement.

LIST OF ATTACHMENTS:

1. Purchase Agreement Former 2111 5th Street

RESOLUTION

Item Number: #13
Date: February 10, 2020

RESOLUTION by Councilperson _____

Council concurs with the recommendation of the City Engineer regarding the sale of a portion of the former 2111 5th Street, Wyandotte; AND

BE IT RESOLVED that Council accepts the offer from Gary A.Carr, 2121 5th Street, to acquire the south 15 feet of the former 2111 5th Street from for the amount of \$750.00; AND

BE IT FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor and Clerk are hereby authorized to sign said documents.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

OFFER TO PURCHASE REAL ESTATE

I, THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

City
XXXXXXX of
XXXXXX

Wyandotte

Wayne

County, Michigan, described as follows:

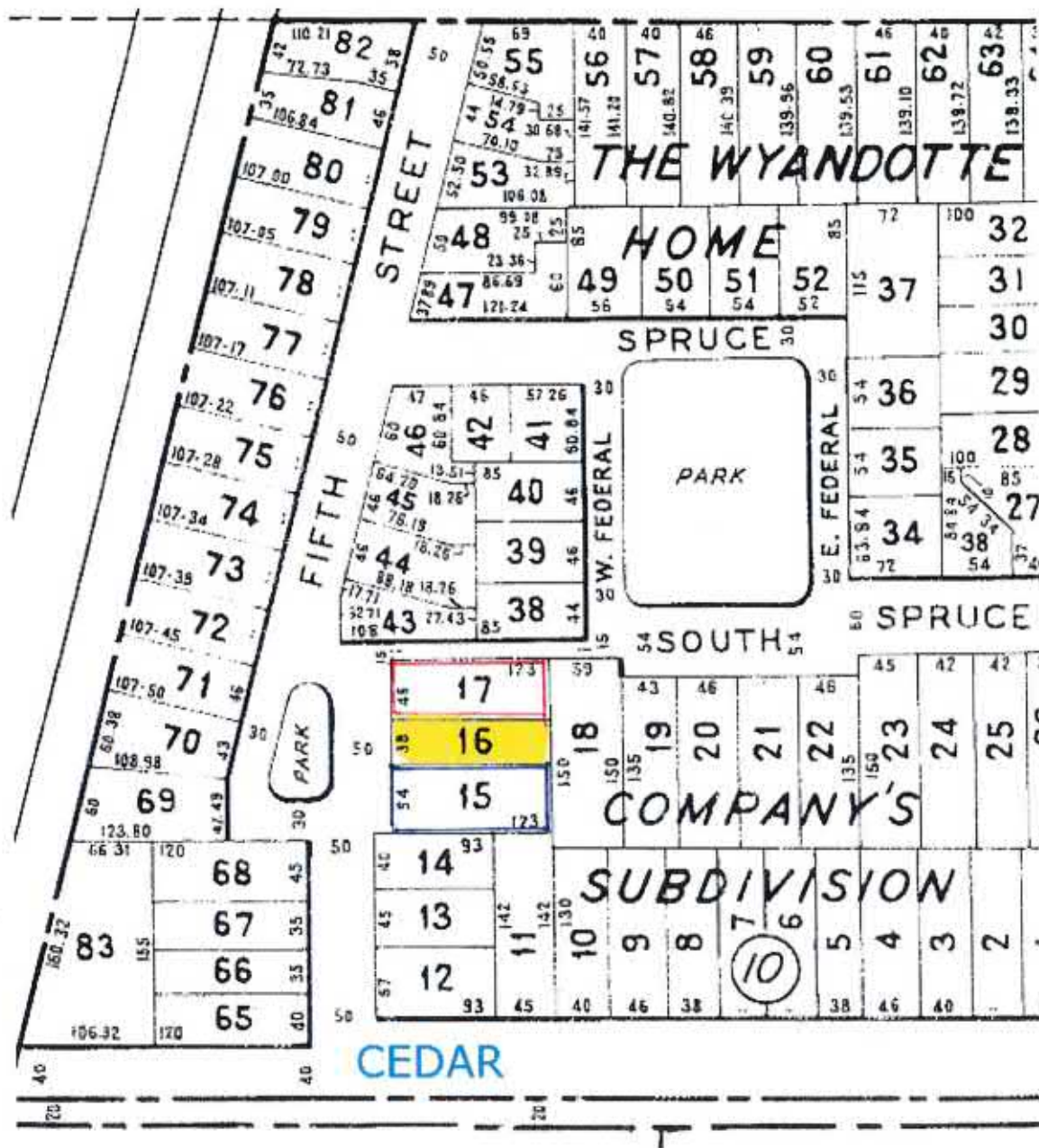
ALL OF LOT 16 EXCEPT THE NORTH 23 FEET THE WYANDOTTE HOME COMPANY'S SUBDIVISION AS RECORDED IN L39 P57 WCR being known as Part of the former 2111 5th Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit _____ if any, now on the premises, and to pay therefore the sum of Seven Hundred Fifty Dollars and 00/100 (\$750.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY: Paragraph A (Fill out one of the four following paragraphs, and strike the remainder)

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
Cash Sale with New Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing Mortgage	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on Land Contract	D. Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.
Sale to Existing Land Contract	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a complete Abstract of Title and Tax History, certified to a date later than the acceptance hereof. In lieu, thereof, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy at time of closing.
Time of Closing	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default	
Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u> If the Seller occupies the property, it shall be vacated on or before <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

THIS IS A LEGAL BINDING CONTRACT, IF NOT UNDERSTOOD SEEK COMPETENT HELP

<p>Taxes and Prorated Items</p>	<p>7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p> <p>8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p>
<p>Broker's Author- ization</p>	<p>9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</p>



2121 5th Street - LOT 15 THE WYANDOTTE HOME COMPANY'S SUB T3S R11E L39 P57 WCR
 Lot Size: 54' x 123'

2111 5th STREET - LOT 16 THE WYANDOTTE HOME COMPANY'S SUB T3S R11E L39 P57 WCR
 Lot Size: 38' x 123'

2103 5th Street - LOT 17 THE WYANDOTTE HOME COMPANY'S SUB T3S R11E L39 P57 WCR
 Lot Size: 46' x 123'

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 14

ITEM: Sale of Former 1533 11th Street

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: This property, the former 1533 11th Street, was offered for sale in accordance with the Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home (Specifications) which can be found at www.wyandotte.net/FrontDesk/RequestForProposals.asp. The property was placed on the MLS, a “For Sale” sign was placed on the property, and it was listed on the City’s website.

The recommendation is to sell said lot for \$10,000 to Trademark Building & Management, Anthony J. Chirco, 12715 Don Allen Drive, Carleton, Michigan, for the construction of new single family home consisting of approximately 1,600 square feet, 3 bedrooms, 2 baths, attached garage, full basement, and the exterior to be brick on the front elevation and the three (3) other elevations will be brick from the foundation to the brick ledge with vinyl siding for remaining exterior. Trademark Building & Management will be building the home and selling it.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in continuing effects to enhancing the community’s quality of life by: fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas; ensuring that all new developments will be planned and designed consistent with the city’s historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods; fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Approve Purchase Agreement to sell said property to Trademark Building & Management in the amount of \$10,000.00.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Revenue of \$10,000.00 in the Misc-Fee Sale of Property (284-00-655-040).

IMPLEMENTATION PLAN: The Neighborhood Services Coordinator will coordinate the closing with the Department of Legal Affairs upon approval of the Purchase Agreement.

LIST OF ATTACHMENTS:

1. Purchase Agreement Former 1533 11th Street

RESOLUTION

Item Number: #14
Date: February 10, 2020

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 1533 11th Street is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 1533 11th Street Street to Trademark Building & Management, Anthony J. Chirco, in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Trademark Building & Management does not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for Eight Thousand (\$8,000) Dollars. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 1533 11th Street, between Trademark Building & Management, and the City of Wyandotte for \$10,000 as presented to Council.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

OFFER TO PURCHASE REAL ESTATE

I, THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

City
Township of
Village

Wyandotte Wayne County, Michigan, described as follows:
Lots 13 and 14 Electric Highway Park Subdivision as recorded in Liber 46 Page 18 Wayne County Records being known as Former
1533 11th Street now known as 1531 11th Street, together with all improvements and appurtenances, including all lighting fixtures,
shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit
if any, now on the premises, and to pay therefore the sum of Ten Thousand (\$10,000.00) Dollars, subject
to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY: A

(Fill out one of the four following paragraphs, and strike the remainder)

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
Cash Sale with New Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing Mortgage	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on Land Contract	D. Payment of the sum of _____ Dollars, in cash or city check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.
Sale to Existing Land Contract	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default/Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u> If the Seller occupies the property, it shall be vacated on or before <u>closing</u> . From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

THIS IS A LEGAL BINDING CONTRACT, IF NOT UNDERSTOOD SEEK COMPETENT HELP

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The seller is hereby authorized to accept this offer and the deposit of _____ 0 _____ Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

10. APPLICABLE TO F. H. A. SALES ONLY:

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered in the purchaser a written statement issued by the Federal Housing Commissioner

setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ _____ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ _____.

11. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer.

The closing of this sale shall take place at the office of City Engineer, 3200 Biddle Avenue, Wyandotte

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

Additional conditions, if any: See Addendum for additional Paragraphs 12 through 20 and Signatures

IN PRESENCE OF:

L. S.
Purchaser

L. S.
Purchaser

Address _____
Dated _____ Phone _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

Received from the above named Purchaser the deposit money above mentioned, which will be applied as indicated in Paragraphs 8 and 9 above, or will be returned forthwith after tender if the foregoing offer and deposit is declined.

Address _____
By: _____ Broker

Phone _____
This is a co-operative sale on a _____ basis with _____

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER.

The foregoing offer is accepted in accordance with the terms stated, and upon consummation Seller hereby agrees to pay the Broker for services rendered a commission of (_____ Dollars) (_____ per cent of the sale price), which shall be due and payable at the time set in said offer for the consummation of the sale, or if unconsummated, at the time of Seller's election to refund the deposit, or of Seller's or Purchaser's failure, inability or refusal to perform the conditions of this offer; provided, however, that if the deposit is forfeited under the terms of said offer, the Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be paid to or retained by the Broker in full payment for services rendered. This commission will deducted from the amount to the Seller at time of closing.

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this agreement.

IN PRESENCE OF:

L. S.
Seller

L. S.
Seller

Address _____
Dated _____ Phone _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.


Dated _____

L. S.
Purchaser

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

12. The closing for this Agreement is contingent upon the Purchaser(s) obtaining from Seller(s) the required building permit, used by the Engineering and Building Department, within 120 days from the date of Seller's acceptance of this Agreement for the construction of an owner occupied single family home, consisting the following features:
- Approximately 1,600 square feet with 3 bedrooms, 2 bath, and attached garage as indicated on Attachment A
 - Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2015 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve, Sump Pump and basement to be plumb for future bathroom.
 - Exterior to be full brick front up to gables, and remaining three (3) sides to be brick to the brick ledge and remainder to be vinyl with aluminum trim.
 - Attached Garage cannot extend more than 3 feet in front of the living quarters of the home.
 - Home must meet all current zoning requirements.
13. This Agreement is further contingent upon the Purchaser undertaking development within 180 days from date of closing and completing construction (which is defined as obtaining a final Certificate of Occupancy for an owned occupied single family home) within 365 days from the date of closing. "Undertaking development" is defined as: the completion of a basement foundation, walls and backfilling verified by inspection by the Engineering and Building Department pursuant to a building permit issued by the Seller(s) for construction of the home with all of the requirements described in Paragraph 12.
- Failure to undertake development within 180 days of closing or complete construction within 365 days as defined above will result in Seller's right to repurchase property including any improvements at the sum of Eight Thousand (\$8,000.00) Dollars (80% of cash payment) herein to be evidence by a recordable document.
- Time is of the essence in commencing and completing this development, an Irrevocable Letter of Credit in the amount of Five Thousand (\$5,000.00) will be required to be executed by the Purchaser(s) at time of closing. See Attachment B.
14. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
15. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee. These charges will be paid at closing.
16. Dirt shall be removed from the site at the Purchaser's expense.
17. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
- The Purchaser shall be responsible for the complete removal and disposal of any trees or shrubs.
 - The Purchaser shall remove and replace any and all public sidewalk which the City determines does not comply with City guidelines.
 - Purchaser shall replace all unused drop curbs or damaged curbs with new full height curbs.
18. Purchaser will be responsible to protect adjoining public and private property from damage during construction. Protection shall be made to control water runoff and erosion during construction activities. The person making or causing an excavation to be made shall provide written notice to the owners of adjoining buildings advising them that the excavation is to be made and that the adjoining buildings should be protected. Said notification shall be delivered not less than 10 days prior to the scheduled starting date of the excavation.
- Purchaser will be required to provide turf establishment before Final Certificate of Occupancy will be issued. (NOTE: Sod, seed and mulch blankets or hydro-seed will be acceptable means of turf establishment.)
19. A condition of this Agreement is that when the Purchaser sells the home, it must be subject to the home being owner-occupied home for a minimum of five (5) consecutive years from the date of closing and a Deed Restriction enforcing this condition will be placed on the Warranty Deed issued by Purchaser(s) to the new home Buyer.
20. This Agreement is subject to the approval of the Wyandotte City Council.

TRADEMARK BUILDING & MANAGEMENT, PURCHASER(S):



Anthony J. Chirco
12715 Don Allen Drive, Carleton, MI 48117
Dated: 12/29/2020

CITY OF WYANDOTTE, Seller

Joseph R. Peterson, Mayor
3200 Biddle Avenue, Wyandotte, Michigan 48192
Dated: _____

Lawrence S. Stec, City Clerk

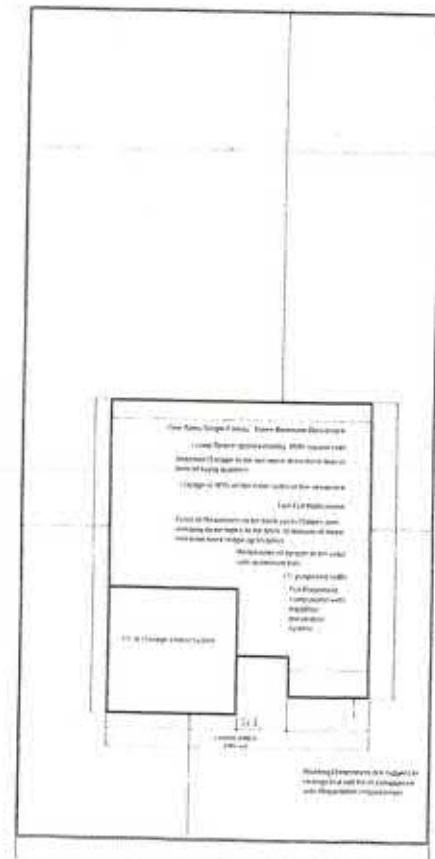


REVERSE PLAN
GARAGE ADDED TO LEFT SIDE



1650 Square Feet (+/-)

TRADEMARK BUILDING
AND MANAGEMENT



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 15

ITEM: Subscription Yard Waste Collection 2020

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The Department of Public Services has been performing Subscription Yard Waste Collection for residents since 2011. For the 2019 collection season the City had 822 subscriptions. I recommend the City continue to provide the yard waste collection service at a fee of \$57.00 per season, thirty three (33) weeks, or \$1.75 per week. This is a \$2.00 per season/\$0.10 per week increase from the 2019 fee. The service will start the week of April 13, 2020, and continue thru the week of November 23, 2020.

Any resident interested in this service should submit a Curbside Yard Waste Application to the Department of Public Services. The application is available on the City's website at www.wyandotte.net. The form is located under the Department of Public Services/Trash Collection-Curbside Yard Waste.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: Concur with recommendation to continue to provide curbside yard waste collection services to the residents of Wyandotte for a fee of \$57.00 per season, or \$1.75 per week.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: This is a budgeted item in the 2019-2020 Fiscal Year Budget: Account 290-000-650-012 Eng-Solid Waste-Curbside Yard Waste.

IMPLEMENTATION PLAN: Once approved, a notice will be placed on the Wyandotte Cable TV Governmental Channel and the City's Website regarding the service, applications and fees, also, previous season customers will be sent a renewal notice.

LIST OF ATTACHMENTS:

1. Annual Data 2020
2. Yard Waste Report 2020

RESOLUTION

Item Number: #15
Date: February 10, 2020

RESOLUTION by Councilperson _____

RESOLVED that Council concurs with the recommendation of the City Engineer to continue to provide curbside yard waste collection services to the residents of Wyandotte for a fee of \$57.00 per season, or \$1.75 per week, for the 2020 season; AND,

BE IT RESOLVED that the Engineering Department will place a notice on the Wyandotte Cable TV Government Channel and on the City of Wyandotte Website, and notice shall be sent to the previous season subscribers, AND,

BE IT FURTHER RESOLVED that any resident interested in this service should submit a Curbside Yard Waste Application to the Department of Public Services, which application is available on the City's website at www.wyandotte.net, located under the Department of Public Services/Trash Collection-Curbside Yard Waste.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

SUBSCRIPTION YARDWASTE ANNUAL DATA										
YEAR	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
<u>Customers</u>	598	587	629	648	662	641	694	773	822	
<u>Yearly Cost</u>	\$46.00	\$54.25	\$55.00	\$55.00	\$59.00	\$70.00	\$49.00	\$53.00	\$55.00	\$57.00
<u>Provider</u>	DPS	DPS	DPS	DPS	DPS	DPS	DPS	DPS	DPS	DPS
<u>Revenue Minus Cost</u>	[\$6,347.11]	[\$246.82]	\$ 758.15	[\$1,154.60]	[3,657.83]	\$ 8,203.82	\$ 6,168.63	\$1,228.06	\$50.98	
<u>Rate Increase</u>	[36%]	18%	1%	0%	7%	19%	[30%]	8%	4%	4%

YARD WASTE REPORT – JANUARY 2020

EXPENSES FOR 2019:

Labor and Fringe	\$19,591.76
Equipment	\$22,621.51
Materials	\$852.00
2018 Excess Revenue	<u>(\$1,228.06)</u>
Total	\$41,837.21

EXPECTED EXPENSES FOR 2020:

Labor and Fringe	\$20,000.00
Equipment	\$24,000.00
Materials	\$ 0.00
2019 Excess Revenue	<u>(\$50.98)</u>
Total	\$43,949.02

2019

Seasonal Employee Hours Worked: 1,150.25 Hours

Full Time Employee Hours Worked: 84.5 Hours

Equipment Used: Truck #5, Truck #23, Truck #30, Truck #33, Truck #45 and Trailer #8

REVENUE FOR 2019:

Number of Subscribers: 822

Revenue for 2019: \$41,888.19

Annual Fee \$55.00/season (\$1.65/week)

EXPECTED REVENUE FOR 2020:

Number of Subscribers: 800

(2 year average: 773-822)

800 Subscribers x \$57.00 = \$45,600.00

SUMMARY:

Expenses 2019:	\$41,837.21
Revenue 2019:	<u>\$41,888.19</u>
Excess Revenue	\$ 50.98

SUMMARY:

Expected Expenses 2020:	\$43,950
Expected Revenue 2020	<u>\$45,600</u>
Excess Revenue	\$ 1,650

Recommend 2020 Annual Fee: \$57.00/season (\$1.75/week)

Some subscriber's fees are prorated because they do not sign up at the beginning of the season.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/10/2020

AGENDA ITEM # 16

ITEM: Annual Permit for Michigan Department of Transportation for Miscellaneous Operations and other Permits within Free Access State Highway Right of Way

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City is required to apply annually for a permit from the Michigan Department of Transportation (MDOT) for activities in the M-85 Fort Street State Right of Way. Also, the Council is required to designate positions that are authorized to sign said permit.

The Resolution will authorize the City Engineer, General Manager of Municipal Service and the Police Chief as authorized to apply to the State for the necessary permits to work within the M-85 Fort Street State Highway Right of Way.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives identified in the City of Wyandotte's Strategic Plan 2010-2015 by enhancing the community's quality of life.

ACTION REQUESTED: Approve submission of annual permit and authorize the City Engineer, General Manager of Municipal Service and the Police Chief as the positions authorized to apply for MDOT Permits.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Forward adopted Resolution to MDOT.

LIST OF ATTACHMENTS:

1. Performance Resolution State of Michigan Permit

RESOLUTION

Item Number: #16
Date: February 10, 2020

RESOLUTION by Councilperson _____

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the City of Wyandotte hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.

3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.

4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly

or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5.The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation, construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.

6.With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

7.The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.

8.This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Title and/or Name:

Gregory J. Mayhew, City Engineer

Brian Zalewski, Police Chief

Paul LaManes, General Manager of Municipal Services

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

**Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz**

NAYS

PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the City of Wyandotte
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Title and/or Name: _____

Gregory J. Mayhew, City Engineer _____

Brian Zalewski, Police Chief _____

Paul LaManes, General Manager _____

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the Wyandotte City Council _____

(Name of Board, etc)

of the City of Wyandotte _____

(Name of GOVERNMENTAL AGENCY)

of Wayne _____

(County)

at a Regular _____ meeting held on the _____ day

of _____ A.D. _____.

Signed _____

Title City Clerk _____



January 21, 2020

**CITY OF WYANDOTTE
FIRE FIGHTER'S CIVIL SERVICE COMMISSION
MINUTES**

A Special Meeting of the City of Wyandotte Fire Fighter's Civil Service Commission was called to order by President Ptak at 4:05 p.m. on January 21, 2020, in the Central Fire Station Conference Room, 266 Maple, Wyandotte, Michigan.

ROLL CALL

PRESENT: Commissioner Michael J. Ptak, President
Commissioner David Liberacki, Vice President
Commissioner Brian Kuhn, Secretary

ABSENT: None

ALSO, PRESENT: Beth Lekity, Recording Secretary

NEW BUSINESS

1. Certification of Fire Chief Exam Results

Motion by Liberacki, Supported by Kuhn

To accept the results of the January 2020 Fire Chief Exam as presented by EMPCO, Inc. and to direct the recording secretary to update and distribute a revised eligibility list, as needed.

MOTION CARRIED

2. Approval of Eligible Candidates for Fire Chief Examination

Motion by Commissioner Kuhn, Supported by Commissioner Ptak

To approve the candidates eligible to take the Fire Chief Exam on the date of April 22, 2020, and to direct the Recording Secretary to distribute the documents necessary to begin the candidate application process.

MOTION CARRIED

DATE OF NEXT COMMISSION MEETING: February 12, 2020 – Captain Exam

ADJOURNMENT

Motion by Liberacki, Supported by Kuhn

To adjourn this meeting of the Firefighter's Civil Service Commission at 4:49p.m.

MOTION CARRIED.

Beth Lekity, Recording Secretary
Wyandotte Fire Fighter's Civil Service Commission

CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, November 12, 2019. Commissioner Melzer called the meeting to order at 6:00 p.m.

ROLL CALL:

Present:	Commissioner Bobie Heck Commissioner Doug Melzer Chief Daniel Wright Assistant Chief Thomas Lyon
Recording Secretary:	Lynne Matt
Absent:	Commissioner John Harris

READING OF JOURNAL

Motioned by Commissioner Heck, supported by Commissioner Melzer to approve the minutes as recorded for the meeting held on October 22, 2019. Motion carried unanimously.

COMMUNICATIONS

None

DEPARTMENTAL

1. *Wyandotte Fire Department monthly report "October 2019"*
Commissioner Heck motioned to receive report and place on file; supported by Commissioner Melzer. Motion carried.
2. *Department bills submitted October 24, 2019 in the amount of \$5,413.88*
Commissioner Heck motioned to pay bills and accounts submitted as stated above; supported by Commissioner Melzer. Roll call; motion carried.

LATE ITEMS

Commissioner Melzer welcomed Assistant Chief Thomas Lyon.

LATE ITEMS (continued)

Chief Wright requested permission to cancel next scheduled meeting Tuesday, November 26, 2019 due to him being on vacation. Commissioner Heck motioned to approve request; supported by Commissioner Melzer. Motion carried.

Commissioner Heck approved the "2020 Police and Fire Commission Meeting Dates" of every 2nd and 4th Tuesday of each month; supported by Commissioner Melzer. Motion carried.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:05 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be "Bobbie Heck", followed by the date "1-14-20" written in a similar style.

Bobie Heck
Secretary

MI/lm

CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, January 14, 2020. Commissioner Harris called the meeting to order at 6:00 p.m.

ROLL CALL:

Present:	Commissioner John Harris Commissioner Bobie Heck Commissioner Doug Melzer Chief Daniel Wright Assistant Chief Thomas Lyon
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Recording Secretary:	Lynne Matt
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READING OF JOURNAL

Motioned by Commissioner Melzer, supported by Commissioner Heck to approve the minutes as recorded for the meeting held on November 12, 2019. Motion carried unanimously.

COMMUNICATIONS

None

DEPARTMENTAL

1. *Wyandotte Fire Department monthly report "November 2019"*
Commissioner Melzer motioned to receive report and place on file; supported by Commissioner Heck. Motion carried.
2. *Year End Report*
Commissioner Melzer motioned to receive report and place on file; supported by Commissioner Heck. Motion carried.
3. *Department bills submitted November 20, 2019 in the amount of \$6,614.13*
Department bills submitted December 4, 2019 in the amount of \$5,623.32
Department bills submitted December 18, 2019 in the amount of \$8,112.98
Department bills submitted January 2, 2020 in the amount of \$36,024.87
Commissioner Melzer motioned to pay bills and accounts submitted as stated above; supported by Commissioner Heck. Roll call; motion carried.

LATE ITEMS

Chief Wright stated he's rewriting department rules which he sent to legal and will bring to Commission when done being reviewed.

Commissioner Harris inquired if we do training with BASF, schools and hospital. Chief Wright stated we go to their trainings on site when offered by BASF and hospital. Schools we do fire drills October/November as well as Fire Pup program we implemented this year. We have the senior citizen high rise program where we do safety talks as well as fire drills.

Assistant Chief Lyon stated he's still learning and that currently working with revamping the process from handwritten inspections system to electronic on BSA.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:25 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Bobie Heck', followed by the date '1-28-20'.

Bobie Heck
Secretary

MI/lm

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
January 28, 2020

ROLL CALL

Present: Commissioner John Harris
Commissioner Doug Melzer
Commissioner Bobie Heck
Chief Brian Zalewski

Absent: NONE

Others Present: Deputy Chief Archie Hamilton

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:00 p.m.

The Minutes from the regular Police Commission meeting on January 14, 2020 were presented.

Melzer moved, Heck seconded,
CARRIED, to approve the regular minutes of January 14, 2020, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Hiring of Full-Time ACO Officer

Chief Zalewski requested the promotion of current part-time ACO Madison McKenzie to a full-time ACO position with Downriver Central Animal Control. This full-time vacancy was created when former ACO Howard Storey resigned.

The DCAC will still require a part-time employee too, and this is currently being addressed.

Melzer moved, Heck seconded
CARRIED, to approve the promotion of ACO Madison McKenzie to a full-time ACO position in DCAC.

2. Citizen Evaluation of Services

The Department sends out these surveys every month. In this instance, the Officer received an excellent review.

Melzer moved, Heck seconded
CARRIED, to receive the Citizen Survey Response and place on file.

3. Bills and Accounts – January 28, 2020, \$21,186.83

Melzer moved, Heck seconded
A Roll Call was held and the Motion
CARRIED, to approve payment of the bills for January 28, 2020, \$21,186.83

NEW BUSINESS.

- 1. Department K9s** – Commissioner Melzer inquired about the status of the Department K9s. The Department currently has two active K9s, ICE and JAX. ICE will most likely continue to work through the end of the summer before his retirement.

Also, it is very helpful for the two K9s to train together during the next several months.

Members of the Audience

ADJOURNMENT

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:05 p.m.

Melzer moved, Heck seconded,
CARRIED, to adjourn meeting at 6:05 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department

RETIREMENT COMMISSION MEETING MINUTES

Friday – January 17, 2020

Meeting called to order at 9:02 a.m. by Chairman LaManes

ROLL CALL:

PRESENT: Commissioners: Brohl, Harkleroad, LaManes, Lyon, and Szczechowski

ALSO PRESENT: Frank Deeter—Oppenheimer & Company
Lawrence Stec – City Clerk

ABSENT: Commissioners: Browning and Roberts

MOTION by Commissioner Brohl, SUPPORTED by Commissioner Lyon

RESOLVED that the minutes held under the date of December 20, 2019 be approved as recorded without objection.

MOTION UNANIMOUSLY CARRIED

PRESENTATIONS:

Mr. Frank Deeter of Oppenheimer gave his report for December 2019, with the following highlights:

- Markets lead by equity markets
- Large cap growth and value funds both up
- Wells Fargo Absolute Return Fund (on watch list) exceeded goals up 4.69%
- Separate "Police Fund" now funded at approximately \$933,000.00
- No allocation or management changes recommended at this time

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Brohl

RESOLVED by the Wyandotte Employees Retirement Commission that the monthly report from

Mr. Frank Deeter of Oppenheimer & Company, Inc. regarding the December 2019 market segment fluctuations be received and placed on file.

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Lyon

RESOLVED by the Wyandotte Employees Retirement Commission Election was held on January 7th and 8th, 2020, to elect a Commissioner to represent the General & DPS Member. The successful candidate is as follows:

General & DPS Member – Kelly Roberts, (2 votes), term to expire 01/31/2024 and,

BE IT RESOLVED that the Retirement Commission hereby receives and places on file the aforementioned election results.

MOTION UNANIMOUSLY CARRIED

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Szczechowski

RESOLVED by the Wyandotte Employees Retirement Commission updated Term Expirations be received and placed on file.

MOTION UNANIMOUSLY CARRIED

DISCUSSIONS:

- Commissioner Harkleroad questioned some of the provisions of the new Police Pension
- Answers from the Chair were satisfactory, but Paul LaManes would verify with Todd Drysdale, City Administrator, for next month's Retirement Commission meeting

ADJOURNMENT:

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Brohl

RESOLVED, that the meeting be adjourned at 9:14 a.m.

MOTION UNANIMOUSLY CARRIED

A handwritten signature in black ink, appearing to read "Lawrence S. Stec", with a long horizontal flourish extending to the right.

Lawrence S. Stec, Secretary
Wyandotte Employee's Retirement Commission
January 17, 2020