



AGENDA

REGULAR SESSION

MONDAY, JANUARY 14, 2019 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE ROBERT ALDERMAN

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

PRESENTATIONS

- Outdoor Holiday Lighting & Decorating Awards - Wyandotte Beautification Commission

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

1. Show Cause Hearing – Demolition of Garage Structure at 1234 Walnut
2. Proposed Transfer of 2017 & 2018 CDBG Funds

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.

3. Approval of Council Meeting Minutes – December 17, 2018
4. WMS Bid #4735-4737: Bid Acceptance – Newkirk Electric
5. WMS Bid #4754: Bid Acceptance – Equipment Technologies, Inc.
6. 2019 Blount Small Ship Adventures Docking Contract
7. 2019 Yack Arena Contracts – Various Annual Events
8. Antenna Site License Agreement Modification – Verizon Wireless, 1077 Grove
9. Antenna Site License Agreement Modification – Sprint, 365 Hudson

NEW BUSINESS

10. Daybreak Salon and Spa - Licensing Review Request
11. Appointment to the Cultural & Historical Commission – D. Gutz
12. Charter Amendment – Operating Millage
13. City of Wyandotte Master Plan – Draft
14. City of Wyandotte Capital Improvements Plan – FY19
15. Purchase of Police Patrol Vehicles
16. Purchase Agreements:
 - a. 659 Lincoln
 - b. 876 9th
 - c. 664 Orange - Amendment
 - d. 870 Vinewood
17. Annual Review of the Outdoor Café Applicants
18. Adoption of a Local Pavement Warranty Program
19. Final Reading #1468: Prohibition of Marijuana Businesses, Facilities, and Establishments

BILLS & ACCOUNTS

REPORTS & MINUTES

Beautification Commission	November 14 & December 19, 2018
Board of Review	December 2018
BRDA & TIFA	September 18 & December 18, 2018
Daily Cash Receipts	December 20, 2018 & January 3, 2019
Fire Commission	December 11, 2018
Fire Fighter's Civil Service Commission	December 19, 2018
Municipal Services Commission	December 12, 2018
Planning Commission	October 18, November 15, & December 20, 2018
Police Commission	November 27, 2018 & January 8, 2019
Recreation Commission	December 12, 2018
Retirement Commission	November 16, 2018

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

NEXT MEETING OF THE CITY COUNCIL: January 28, 2019

ADJOURNMENT

PRESENTATION

Outdoor Holiday Lighting & Decorating Awards
Presented by the
Wyandotte Beautification Commission

PUBLIC HEARINGS

- **Show Cause Hearing:
Demolition of Garage Structure at 1234 Walnut**
- **Proposed Transfer of 2017 & 2018 CDBG funds**

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

RESOLVED that a hearing held on January 14, 2019, where all parties were given an opportunity to show cause, if any they had, why the garage structure at 1234 Walnut, Wyandotte should not be demolished, removed or otherwise made safe; AND

BE IT FURTHER RESOLVED that the Council considered the communication dated June 4, 2018 and October 19, 2018, and show cause hearing minutes dated July 18, 2018, and September 13, 2018 which are made part of this hearing and all other facts and considerations that were brought to their attention at said hearing;

NOW THEREFORE BE IT RESOLVED that the City Council hereby directs that said garage structure located at 1234 Walnut, Wyandotte should be DEMOLISHED, and that the costs be assessed against the property in question as a lien;

BE IT FURTHER RESOLVED that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within TWENTY (21) days of the date of this resolution if they so desire.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council hereby refers all comments from the Public Hearing regarding the transferring of 2017-2018 and 2018-2019 Community Development Block Grant Program (CDBG) Funds to the City Engineer for review and recommendation back to Council.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS**COUNCIL****NAYS**

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that the following items on the consent agenda be approved:

1. Approval of Council Meeting Minutes – December 17, 2018
2. WMS Bid #4735-4737: Bid Acceptance – Newkirk Electric
3. WMS Bid #4754: Bid Acceptance – Equipment Technologies, Inc.
4. 2019 Blount Small Ship Adventures Docking Contract
5. 2019 Yack Arena Contracts – Various Annual Events
6. Antenna Site License Agreement Modification – Verizon Wireless, 1077 Grove
7. Antenna Site License Agreement Modification – Sprint, 365 Hudson

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, December 17, 2018, and was called to order at 7:00pm with Honorable Mayor Joseph R. Peterson 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: Todd Browning, City Treasurer

Also Present: City Assessor Theodore Galeski; William Look, City Attorney; Mark Kowalewski, City Engineer; and Lawrence Stec, City Clerk

PRESENTATION

- Presentation by Rob Woelkers, Jr. of Biddle Bowl to the Wyandotte Goodfellows

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

CONSENT AGENDA

2018-500 CONSENT AGENDA APPROVALS

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that the following items on the consent agenda be approved:

1. Approval of Council Meeting Minutes – December 3, 2018
2. WMS Cable Vehicle Replacement
3. WMS Bid #4742: Bid Acceptance – RVP Construction, Inc.
4. WMS Water Department Purchase of 2018 CAT Backhoe/Loader
5. Wyandotte Today Magazine Contract
6. Annual MDOT Permit – Right of Way Activities

Motion unanimously carried.

2018-501 MINUTES

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that the minutes of the meeting held under the date of December 3, 2018, be approved as corrected.

Motion unanimously carried.

2018-502 WMS CABLE VEHICLE REPLACEMENT

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Municipal Services Commission authorizing the purchase of a 2019 Ford Transit Service/Cargo Van from Gorno Ford by the Cable Department for an amount not to exceed \$30,856 as secured through the State of Michigan MiDEAL vehicle bid contract #071B7700181, additionally outfitted for Cable Service/Installation Technician operation, as recommended by WMS management.

Motion unanimously carried.

2018-503 WMS BID #4742: BID AWARD – RVP CONSTRUCTION, INV.

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Wyandotte Municipal Services Commission authorizing the General Manager to accept sealed bid #4742 from the lowest bidder, RVP Construction, Inc. in the amount of \$150,655.00 for Water Main replacement on Maple Street between 2nd Street and 3rd Street, as recommended by WMS management.

Motion unanimously carried.

2018-504 WMS WATER DEPT. PURCHASE – 2018 CAT BACKHOE/LOADER

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Wyandotte Municipal Services Commission approving the Water Department purchase of a 2018 CAT Model #420F2 Backhoe/Loader, including additional options, utilizing the State of Michigan MiDEAL bid and net of trade-in of the 1999 New Holland Backhoe/Loader, in the amount of \$91,338, as recommended by WMS management.

Motion unanimously carried.

2018-505 WYANDOTTE TODAY MAGAZINE CONTRACT

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that Council Concurs with the recommendation of the Special Events Coordinator to approve the contract between the City of Wyandotte and Community Publishing for the 2019 Welcome to Wyandotte Today magazine with estimated costs of \$15,000 to be paid from the following accounts:

Calendar Expense Account - \$3,000	285-225-925-820
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DDA Expense Accounts - \$ 6,000 estimate	499-200-925-804
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Third Friday Promotions Expense - \$1,000 estimate	499-200-925-797
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Other Department Expense Accounts - \$5,000 estimate	
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Motion unanimously carried.

2018-506 ANNUAL MDOT PERMIT – RIGHT OF WAY ACTIVITIES

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that the City Engineer, Police Chief, and Municipal Service General Manager are hereby designated as the representatives for the City of Wyandotte and authorized to sign permit applications which allow the City of Wyandotte to perform operations on the portion of State Right-of-Way in the City of Wyandotte during the 2019 calendar year.

Motion unanimously carried.

NEW BUSINESS**2018-507 PROPERTY ACQUISITION – 3040, 3056, 3058 1ST ST.**

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that Council concurs with the recommendation of the City Administrator to acquire the properties at 3040, 3056, 3058 1st Street in the amount of \$1.00 to be appropriated from the UDAG Fund; 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 and Supplemental Agreement regarding post-closing responsibilities between the City and the current property owner; AND

BE IT FURTHER RESOLVED that the current property owner will be eligible to reacquire the property for \$25,000 within three (3) years of closing contingent on additional private investment of at least \$1,000,000.

Motion unanimously carried.

2018-508 AFSCME LOCAL #894 – TENTATIVE AGREEMENTS

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the tentative agreements between the City of Wyandotte and the AFSCME Local #894 and further instructs the City Administrator to prepare the collective bargaining agreement for period of January 1, 2019 through December 31, 2021, and further authorizes the Mayor and City Clerk to execute said agreement.

Motion unanimously carried.

2018-509 POAM POLICE & FIRE DISPATCHERS – TENTATIVE AGREEMENT

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the tentative agreements between the City of Wyandotte and Police Officer's Association of Michigan (POAM) Police and Fire Dispatcher's Bargaining Unit and further instructs the City Administrator to prepare the collective bargaining agreement for period of January 1, 2019 through December 31, 2021, and further authorizes the Mayor and City Clerk to execute said agreement.

Motion unanimously carried.

2018-510 FIRST READING #1468: PROHIBITION OF MARIJUANA FACILITIES

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that a first reading of Ordinance #1468 regarding the prohibition of marijuana businesses, facilities, or establishments in the City of Wyandotte shall be held on December 17, 2018.

Motion unanimously carried.

YEAS: Councilpersons Robert Alderman, Christopher Calvin, Robert DeSana, Megan Maiani, Leonard Sabuda, and Donald Schultz & Mayor Joseph R. Peterson

NAYS: None

2018-511 WMS PROFESSIONAL SERVICES CONSULTING SOW - ARRIS

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Municipal Services Commission authorizing the General Manager to execute the Statement of Work – SOW #: 290101-Wyandotte-Expanding Technology Consulting-SOW with ARRIS Global Services, Inc. at a cost of \$ 200,000 for professional services related to FTTP/FTTH, Headend migration and outside Cable Plant, as recommended by WMS management.

Motion unanimously carried.

2018-512 PRINTER PURCHASE AGREEMENT

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that Council Concurs with the recommendation of the Director of Information Technology to approve the purchase agreement between the City of Wyandotte and Toshiba Business Solutions for replacement multi-function printers at the monthly cost of \$2,884.00 for 63 months from currently budgeted funds to meet the City's strategic goals.

Motion unanimously carried.

2018-513 CHRISTMAS TREE COLLECTION

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that Waste Management will collect Christmas Trees beginning January 2, 2019, until February 1, 2019 on the following days:

Tuesdays - North of Vinewood

Thursdays - South of Vinewood

Ornaments, decorations, tree stand and plastic bags MUST BE REMOVED to permit composting; AND

BE IT FURTHER RESOLVED that the communication from the City Engineer regarding collection of Christmas Trees is hereby received and placed on file.

Motion unanimously carried.

2018-514 PURCHASE AGREEMENT – 900 VINEWOOD

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 900 Vinewood 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 900 Vinewood to Walter Hladchuk in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Walter Hladchuk 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

(\$8,000.00) 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 900

Vinewood, between Walter Hladchuk and the City of Wyandotte for \$10,000 as presented to Council.

Motion unanimously carried.

2018-515 PURCHASE AGREEMENT – 912 VINEWOOD

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 912 Vinewood 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 912 Vinewood to Walter Hladchuk in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Walter Hladchuk 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

(\$8,000.00) 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 912

Vinewood, between Walter Hladchuk and the City of Wyandotte for \$10,000 as presented to Council.

Motion unanimously carried.

2018-516 PURCHASE AGREEMENT – 1924 FORD AVENUE – TAX FORECLOSURE

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the sale of 1924 Ford Avenue; AND

BE IT RESOLVED that Council accepts the offer from Gary Wilkie, to acquire the property known as 1924 Ford Avenue in the amount of \$8,040.00; 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.

Motion unanimously carried.

2018-517 FEE INCREASE – DPS SERVICES

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding

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 by approving the Proposed 2019

Fees as outlined below:

2019 MONTHLY DUMPSTER FEES

	Pick-up <u>Once a Week</u>	Pick-up <u>Twice a Week</u>	Pick-up <u>Three Times a Week</u>
2 c.y.	\$ 52.00	\$ 79.00	\$ 113.00
3 c.y.	\$ 60.00	\$ 100.00	\$ 146.00
4 c.y.	\$ 67.00	\$ 122.00	\$ 179.00

Special: 3 c.y. Pick-up 4 Times a Week \$201.00

4 c.y. Pick-up 5 Times a Week \$359.00

Corrugated Cardboard

6 c.y.	\$ 49.00	\$ 74.00	\$ 112.00
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Extra Fee of \$20.00 per month if a dumpster does not have a secure lid.

Any unscheduled extra pick-ups will be charged \$60.00.

If purchasing a dumpster from the City, the minimum monthly payment will be \$30.00 per month until the dumpster is paid off.

2019 ANNUAL LICENSE FOR YARD WASTE COLLECTION FEE

\$250 Per Pick-up Truck for Wyandotte Business

\$1,000 Per Pick-up Truck for Non-Wyandotte Business

\$375 Per Pick-up Truck with Raised Truck Bed for Wyandotte Business

\$1,500 Per Pick-up Truck with Raised Truck Bed for Non-Wyandotte Business

\$560 Per Pick-up Truck with Trailer for Wyandotte Business

\$2,240 Per Pick-up Truck with Trailer for Non-Wyandotte Business

\$1,000 Per Pick-up Truck with Trailer with Raised Bed for Wyandotte Business

\$4,000 Per Pick-up Truck with Trailer with Raised Bed for Non-Wyandotte Business

\$1,500 Per Pick-up Truck with Raised Bed and Trailer with Raised Bed for Wyandotte Business

\$6,000 Per Pick-up Truck with Raised Bed and Trailer with Raised Bed for Non-Wyandotte Business

\$560 per Dump Truck for Wyandotte Business

\$2,240 per Dump Truck for Non-Wyandotte Business

\$800 Per Dump Truck with Raised Truck Bed for Wyandotte Business

\$3,200 Per Dump Truck with Raised Truck Bed for Non-Wyandotte Business

\$1,000 Per Dump Truck with Trailer for Wyandotte Business

\$4,000 Per Dump Truck with Trailer for Non-Wyandotte Business

\$1,500 Per Dump Truck with Trailer with Raised Bed for Wyandotte Business

\$6,000 Per Dump Truck with Trailer with Raised Bed for Non-Wyandotte Business

\$2,000 Per Dump Truck with Raised Bed and Trailer with Raised Bed for Wyandotte Business

\$8,000 Per Dump Truck with Raised Bed and Trailer with Raised Bed for Non-Wyandotte Business

2019 ROLL-OFF DUMPSTER RENTAL FEE

Dumpster Days	Brush	Logs	Household Debris		No. of
<u>Size</u>	<u>6" or Less</u>	<u>Over 6"</u>	<u>Concrete</u>	<u>Construction Debris</u>	<u>Box Can be at</u>
<u>Site</u>					
10 Cu. Yards	\$85.00*	\$212.00*	\$121.00*	\$182.00***	2 Nights
20 Cu. Yards	\$97.00*	\$393.00*	N/A	\$272.00***	3 Nights
30 Cu. Yards	\$109.00*	\$575.00*	N/A	\$363.00***	4 Nights

*Dumpster cannot contain any other material. If it does, there is a fine of a minimum of \$182.00

*** Dumpster cannot contain any concrete, dirt, regular trash, tires, yard waste, appliances with Freon, hazardous materials, and/or paint of any type. If any of this is found there is a minimum fine of \$182.00.

If any of the above size boxes are overloaded there is a minimum fine of \$182.00

2019 DUMPING FEES AT DPS

Concrete..... \$10.00/Cubic Yard

Construction Debris including: Drywall, Shingles, and Wood..... \$12.00/Cubic Yard

2019 96 GALLON TOTES RENTAL FEE

New Lease.....\$60.00/2 years

After 2 years.....\$ 2.50/month

Motion unanimously carried.

2018-518 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that Council concurs with the City Engineer regarding the transfer of 2017 and 2018 Community Development Block Grant (CDBG) Funds; AND

BE IT FURTHER RESOLVED that Council has set a Public Hearing for January 14, 2019, to hear public comments on the proposed transfer of \$58,500.00 2017 and 2018 Community Development Block Grant (CDBG) Funds.

Motion unanimously carried.

2018-519 DANGEROUS STRUCTURE AT 1234 WALNUT

By Councilperson Schultz, supported by Councilperson Maiani

WHEREAS, a hearing has been held in the Office of the City Engineer in the Department of Engineering and Building, 3200 Biddle Avenue, Wyandotte, Michigan on July 18, 2018 and September 13, 2018, and the property owner or other interested parties have been given opportunity to show cause, if any they had, why the garage structure at 1234 Walnut Street, has not been repaired or demolished in accordance with the City's Property Maintenance Ordinance; AND

WHEREAS, the City Engineer has filed a report of his findings with this Council;

NOW, THEREFORE BE IT RESOLVED, that the Council shall hold a public hearing in accordance with Section PM-107.7 in the Council Chambers on the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte on Monday, January 14, 2019, at 7:00 p.m. at which time all interested parties shall cause, if any they have, why the structure has not been demolished or why the City should not have the garage structure demolished and removed at 1234 Walnut Street; AND

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

Mr. Wayne Winters

1234 Walnut Street

Wyandotte, MI 48192

Motion unanimously carried.

2018-520 RECONSTRUCTION OF ALLEY – ROOSEVELT HIGH SCHOOL

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the reconstruction of the alley South of Maple and North of Roosevelt High School; AND

BE IT RESOLVED that Council authorizes the Mayor and City Clerk to execute the Agreement between the City and the School Board to share the cost of the reconstruction of the alley South of Maple and North of Roosevelt High School; AND

BE IT FURTHER RESOLVED that the Assistant Finance Director is directed to re-appropriate all the unexpended funds of the 2017-2018 budget year to 2018-2019 budget year for account no. 492-200-825-460 to include \$15,000.00 for this alley.

Motion unanimously carried.

BILLS & ACCOUNTS**2018-521 BILLS & ACCOUNTS**

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that the total bills and accounts of \$1,995,079.16 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

REPORTS & MINUTES

Daily Cash Receipts

November 29, 2018

Downtown Development Authority

November 13, 2018

Fire Commission

November 27, 2018

Fire Fighter's Civil Service Commission

December 5, 2018

Zoning Board of Appeals

November 7, 2018

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS


None

ADJOURNMENT**2017-522 ADJOURNMENT**

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 8:29 p.m.

Motion unanimously carried.



Lawrence S. Stec, City Clerk

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

RESOLVED that the minutes of the meeting held under the date of December 17, 2018, 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
REQUEST FOR COUNCIL ACTION

MEETING DATE: 1-14-19

AGENDA ITEM #

4

ITEM: Municipal Services – Concur with Award for Sealed Bids # 4735/4736/4737 - Installation of Breakers and Relays at Substation 8 and 10

PRESENTER: Charlene Hudson, Director of Power Supply and Distribution *CH*

INDIVIDUALS CONSULTED: Paul LaManes- General Manager, Ryan Smith T&D Substation Supt. *PLM RS*

BACKGROUND: The Wyandotte Municipal Services Electric Department is upgrading the breaker and relay panels at substations 8 and 10. The equipment was previously purchased under separate Commission/Council approval and the installation was sent out for bid under bid numbers 4735, 4736, & 4737. The bidders were Newkirk Electric, Kent Power, and Hydaker-Wheatlake. Bids were received from two of the three bidders. Hydaker-Wheatlake sent a letter declining to bid. The group qualified to bid was limited to contactors who perform specialized substation breaker and panel installation. Sealed bids were opened by the WMS Superintendent of Transmission and Distribution, as designated by the City Clerk's office, and PKM Consulting. PKM Consulting reviewed all bids subsequent to opening. WMS management recommends accepting the lowest bid from Newkirk Electric for a total of \$494,839.00. Submitted Project Bids are available for review in the WMS offices at City Hall.

Project was bid as one large project, broken down by bid # for budget by project. The three (3) projects are:

1. Sub 8 A 69KV Breaker
2. Sub 8 B T810 Install
3. Sub 10 69KV Breaker

STRATEGIC PLAN/GOALS: Improvement of Power Generation and Distribution Facilities.

ACTION REQUESTED: Concur with the Wyandotte Municipal Services Commission approval to allow the Wyandotte Municipal Services General Manager to execute a contract agreement with Newkirk Electric, the lowest bidder, in the amount of \$494,839.00, for installation of Breakers and Relays at Substation 8 and 10, as recommended by WMS Management.

BUDGET IMPLICATIONS: Budget is accounted for under the approved Electric capital project 591-000-970-000-1014TD and funded through proceeds of the 2015 bond issuance.

IMPLEMENTATION PLAN: Subsequent to Council concurrence, execute a contract with Newkirk Electric in the amount of \$494,839.00 for installation of breakers and relays at substation 8 and 10.

MAYOR'S RECOMMENDATION –

CITY ADMINISTRATOR'S RECOMMENDATION –

LEGAL COUNSEL'S RECOMMENDATION - N/A

LIST OF ATTACHMENTS

- Bid Documents (Complete file available in WMS offices)
- Letter of Recommendation
- Bid Results
- One Project v. Individual Project bid clarification

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Municipal Services Commission authorizing the General Manager to execute a contract with the lowest qualified bidder Newkirk Electric, under sealed Project Bid #'s 4735, 4736, and 4737 for the installation of breakers and relay panels at Substation 8 and 10 in the amount of \$494,839.00, as recommended by WMS management.

I move for the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

Councilperson

NAYS

Alderman

Calvin

DeSana

Maiani

Sabuda

Schultz

WYANDOTTE MUNICIPAL SERVICES

Wyandotte, Michigan

Project Manual for

Substation No.10 69kV Breaker Replacement
BID # 4735

Substation No.8A 69kV Breaker Replacement
BID # 4737

Substation No.8B T810 Transformer Installation
BID # 4736

BIDDING DOCUMENTS



Project No. 18-0130.01, 18-0131.01, & 18-0132.01
November 2018

WYANDOTTE MUNICIPAL SERVICES

Project Manual For

Substation No.10 69kV Breaker Replacement
BID # 4735

Substation No.8A 69kV Breaker Replacement
BID # 4737

Substation No.8B T810 Transformer Installation
BID # 4736



**18-0130.01, 18-0131.01, & 18-0132.10
NOVEMBER 2018**

PKM Consulting, LLC.
652 Cascade Hills Ridge S.E.
Grand Rapids MI 49546

TABLE OF CONTENTS

WYANDOTTE MUNICIPAL SERVICES SUBSTATION NO.10 & No.8A BREAKER REPLACEMENT & SUBSTATION NO.8B T810 INSTALLATION PROJECTS

<u>SECTION TITLE</u>	<u>PAGE NO.</u>
Invitation to Bid	A-2
Instructions to Bidders (C-200).....	00200-1 thru 00200-8
Bid Form (C-410).....	00410-1 thru 00410-4
Bid Bond (C-435).....	00435-1 thru 00435-3
Schedule of Values (SUB 10).....	Sub10-SV-1 thru Sub10-SV-3
Schedule of Values (SUB 8A).....	Sub8A-SV-1 thru Sub8B-SV-3
Schedule of Values (SUB 8B).....	Sub8B-SV-1 thru Sub8B-SV-3
Contract Agreement (C-520).....	00520-1 thru 0520-6
Performance Bond (C-610).....	00610-1 thru 00610-3
Payment Bond (C-615).....	00615-1 thru 00615-3
General Conditions (C-700).....	00700-1 thru 00700-64
Supplementary Conditions	SC-1 thru SC-3
<u>Construction Specifications</u>	
Division 1 – General Requirements	01100-1 thru 01100-5
Division 2 – Site Work	02000-1 thru 02519-2
Division 3 - Concrete.....	03000-1 thru 03000-24
Division 5 - Metals.....	05000-1 thru 05000-8
Division 16 – Electrical.....	16000-1 thru 16500-5
Appendix “A” - Black Delecto Tag Lists	
Oil Sample Test results for Substation No.10 6901 OCB	
Oil Sample Test results for Substation No.10 6902 OCB	
Oil Sample Test results for Substation No.10 6904 OCB	

INVITATION TO BID

Project Owner: WYANDOTTE MUNICIPAL SERVICES

Project Name: SUBSTATION NO.10 BREAKER REPLACEMENT & RELAY UPGRADE PROJECT
Project Name: SUBSTATION NO.8A BREAKER REPLACEMENT & RELAY UPGRADE PROJECT
Project Name: SUBSTATION NO.8B T810 TRANSFORMER INSTALLATION PROJECT

Project Locations: SUBSTATION NO.10: 2555 VAN ALSTYNE STREET, WYANDOTTE, MI 48192
Project Locations: SUBSTATION NO.8: 523 CENTRAL STREET, WYANDOTTE, MI 48192

Project Scope & Information

You are invited to bid on a general construction contract. The Contract provides for the furnishing of all labor, equipment, and some materials necessary to install the addition to existing 69KV Substation on Owner Properties.

A. SUBSTATION NO.10 BREAKER REPLACEMENT

The substation project scope includes the replacement of three (3) existing 69KV OCBs with three (3) new (Owner Furnished) 69kV SF6 power circuit breakers, Replacement of two (2) new (Owner Furnished) outdoor control panel (fronts) for two of the associated breakers being replaced, minor modification to two of the existing breaker foundation, replacement of all control cables between new breakers and associated control panels, new primary drops to ALL three (3) new 69kV SF6 breakers, removal of retired DTE 40kV underground Riser, associated step-up transformer, and 13.8kV secondary bus duct, and other material and equipment as indicated on the drawings. All Three (3) new SF6 breakers will have to be tested (per factory specifications) after installation and before energization by contractor.

B. SUBSTATION NO.8A BREAKER REPLACEMENT

The substation project scope includes the replacement of four (4) existing 69KV SF6 Breakers with four (4) new (Owner Furnished) 69kV SF6 power circuit breakers, perform switch maintenance on all twelve (12) 69kV gage operated disconnect in 69kV yard, Replacement of two (2) new (Owner Furnished) indoor control panel (fronts) for two of the associated breakers being replaced, replacement of all control cables between new breakers control panels, new primary drops to ALL four (4) new 69kV SF6 breakers, new wall mounted double hinged network cabinet, One (1) new 69kV Potential transformer for the Vassar line, replacement of five (5) outdoor yard lighting fixtures with new LED fixtures, and associated other material and equipment as indicated on the drawings. All four (4) new SF6 breakers will have to be tested (per factory specifications) after installation and before energization by contractor.

C. SUBSTATION NO.8B T810 TRANSFORMER INSTALLATION

The substation project scope includes the installation of existing 15/20/25 MVA power transformer recently relocated from Wyandotte's Substation No.7, provide and install 1200 amp 15kV bus duct between transformer secondary bushings and existing indoor 15kV SWGR, installation of custom steel transition box between T810 secondary bushings and new 15kV bus duct, replacement of existing transformers relaying in SWGR with new (Owner Furnished) relay control panel (front), provide and install new control cables between transformer control panels, new primary drops to transformer, and associated other material and equipment as indicated on the drawings.

Bid Information

Bidding documents including drawings, specifications, and all necessary forms for bidders may be examined and/or obtained after Thursday November 1, 2018 at the following locations:

Engineer

PKM Consulting, LLC.
652 Cascade Hills Ridge S. E.
Grand Rapids, MI 49546

Owner

Wyandotte Municipal Services
3605 11th Street
Wyandotte, MI 48192

Sealed bids will be received by the City of Sturgis, Electrical Department at their offices (address listed below) on or before 2:00pm, local time, Tuesday, December 4, 2018.

Bid Opening Location

Wyandotte Municipal Services
3605 11th Street
Wyandotte, MI 48192

Bid security in the form of a certified check or a Bid Bond in the amount of not less than 5 percent of the total Bid Price must accompany each Bid in accordance with the Instructions to Bidders.

A **MANDATORY** pre-bid meeting will be held at 11:00 AM on Wednesday, November 7, 2018. Meeting will start at project site (Substation No.8), 523 Central Street, Wyandotte, MI 48192.

Owner's Right to Reject Bids

The Owner reserves the right to reject any or all bids and to waive irregularities therein, and all bidders must agree that such rejection shall be without liability on the part of the Owner for any damage or claim brought by any bidder because of such rejections, nor shall the bidders seek any recourse of any kind against the Owner or Engineer because of such rejections. The filing of any bid in response to this invitation shall constitute an agreement of the bidder to these conditions.

December 4, 2018

Mrs. Charlene Hudson
Wyandotte Municipal Services
3605 11th Street
Wyandotte, Michigan 48192

RE: Substation No.8 & No.10 69kv Bkr. & Relay Upgrade Construction Bid Recommendation

Dear: Charlene

On December 4, 2018 bids for Substation Construction at Substation No.8 & No.10 were opened. Bids were solicited from three (3) bidders; Newkirk Electric, Kent Power, and Highdaker-Wheatlake. Bids were received from two of the three bidders. Hydaker-Wheatlake sent letter (attached) on Monday evening stating they would not be bidding the project.

PKM Consulting has review all bids and see no reason not to accept the low bid from Newkirk Electric for a total of \$494,839.00.

If you have any question please do not hesitate to contact me at any time.

Sincerely,

PKM Consulting, LLC



Peter K. Malaney, P.E.
Managing Member

PKM Consulting, LLC
652 Cascade Hills Ridge S.E.
Grand Rapids, MI 49546

Attention: Pete Malaney



Utility Supply and Construction
C O M P A N Y

www.uscco.com

420 South Roth Street, Suite B • Reed City MI 49677
Phone (231) 832-2258 • Fax (844) 832-4385

December 3, 2018

RE: SUBSTATION NO.8 & NO. 10 PROJECT

Thank you for allowing The Hydaker-Wheatlake Company the opportunity to provide you a proposal. Unfortunately, after careful examination we will be unable to submit a competitive proposal at this time due to our current work load constraints. We would appreciate the opportunity you gave us and we would like to continue to bid on any upcoming projects for your company.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,

Ryan Pendell

Ryan Pendell
Project Manager Substations and Communication
Hydaker-Wheatlake Co
Office: 231-832-2258, 1673
Mobile: (810)656-3047
Ryan_pendell@uscco.com

WYANDOTTE MUNICIPAL SERVICES
SUBSTATION NO.8 & No.10 69KV BKR. & RELAY UPGRADE
CONSTRUCTION BID TABULATION # 4737, 4736, & 4735

BID DATE: DECEMBER 4, 2018

BIDDER	PROJECT BREAKDOWN	Addendum 1&2 Acknowledged	BID BOND	INDIVIDUAL PROJECT COST	TOTAL PROJECT COST
Newkirk	SUB 8 A 69KV BKR.	YES	YES	\$174,040	\$494,839.00
	SUB 8 B T810 INSTALL			\$128,708	
	SUB 10 69KV BKR			\$192,091	
Kent Power	SUB 8 A 69KV BKR.	YES	YES	\$153,159	\$526,458.12
	SUB 8 B T810 INSTALL			\$176,454.64	
	SUB 10 69KV BKR			\$196,844	
Hydaker-Wheatlake	SUB 8 A 69KV BKR.	N/A	N/A	NO BID	
	SUB 8 B T810 INSTALL			NO BID	
	SUB 10 69KV BKR			NO BID	

BY: 

Paul LaManes

From: Charlene Hudson
Sent: Thursday, January 03, 2019 1:31 PM
To: Paul LaManes
Subject: Fwd: Wyandotte Sub #8 & #10 Construction Bid Results

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Peter Malaney <pmalaney@pkm-consultants.com>
Date: 1/3/19 1:10 PM (GMT-05:00)
To: Charlene Hudson <chudson@wyandottemi.gov>
Subject: Re: Wyandotte Sub #8 & #10 Construction Bid Results

Charlene

You are correct

We bid this as one large project and had them break down their cost only for our accounting for work on different budget items

Peter K Malaney, P.E.
PKM Consultants, LLC
652 Cascade Hills Ridge S.E.
Grand Rapids, MI 49546
(616) 706-5402

On Jan 3, 2019, at 11:10 AM, Charlene Hudson <chudson@wyandottemi.gov> wrote:

Hi Pete,

When we went out to bid, we did it as one bid with breaking out the costs for our purposes, correct? See Paul's question below. I would assume that we would need to add mobilization for Kent since it was on part of the total bid.

Can you concur with my assessment?

Thanks,
Charlene

From: Paul LaManes <plamanes@wyandottemi.gov>
Sent: Wednesday, January 2, 2019 9:35 AM
To: Charlene Hudson <chudson@wyandottemi.gov>
Subject: RE: Wyandotte Sub #8 & #10 Construction Bid Results
Importance: High

It also begs the question of if three (3) different bids, why don't we award Sub 8 A 69KV Bkr. Bid to Kent and the other two (2) bids to Newkirk.

That's the lowest overall price \$ 473,958 v. \$ 494,839.

Thank you,

Paul L. LaManes
General Manager
Wyandotte Municipal Services
3200 Biddle Avenue, Suite 200
Wyandotte, MI 48192
PH: 734-324-7194
www.wyan.org
Email: plamanes@wyandottemi.gov
<image001.jpg>

From: Paul LaManes
Sent: Friday, December 28, 2018 10:01 AM
To: Charlene Hudson <chudson@wyandottemi.gov>
Subject: RE: Wyandotte Sub #8 & #10 Construction Bid Results
Importance: High

Charlene, why was this bid out under three (3) different bid #'s versus one (1)?

I can see from the summary the three (3) different components of the bid but don't understand why it needed three (3) bid #'s.

Let me know.

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Municipal Services Commission authorizing the General Manager to execute a contract with the lowest qualified bidder Newkirk Electric, under sealed Project Bid #'s 4735, 4736, and 4737 for the installation of breakers and relay panels at Substation 8 and 10 in the amount of \$494,839.00, as recommended by WMS management.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: 1/14/2019

AGENDA ITEM #

5

ITEM: Municipal Services – Concur with Sealed Bid # 4754 Award - Cable Bucket Truck Replacement
--

PRESENTER: Steve Timcoe-Superintendent CATV 

INDIVIDUALS CONSULTED: Paul LaManes- General Manager 

BACKGROUND: Wyandotte Municipal Services has a 2006 FORD ECONOLINE 350 AERIAL LIFT (Bucket Truck) MAINTENANCE CARGO VAN that is 13 years old, at end of life, in need of repair, has rust issues and meets the criteria for replacement. This resolution is request for replacement. It has been determined given its intended use that a like model maintenance/cargo van (Ford 2019 Transit 350 Maintenance/Cargo Van) with aerial lift should be purchased to replace this vehicle. The purchase price includes interior and exterior additions outfitting for ready use as a Cable Technician Outside Cable Plant Aerial Lift (Bucket Truck) Maintenance vehicle. The bids for this vehicle replacement project were solicited via MITN & direct solicitation; Bid File # 4754, bid opening January 2, 2019 @ 3:00 pm in Wyandotte City Council Chambers facilitated by City of Wyandotte, City Clerk staff & WMS Cable staff.

STRATEGIC PLAN/GOALS: Providing the public with friendly, responsive, reliable and customer-focused services that are fiscally responsible.

ACTION REQUESTED: Concur with the Wyandotte Municipal Services Commission in authorizing the General Manager to approve the purchase of new Ford 2019 Transit 350 Van as detailed in attached bid (Bid File # 4754) from Equipment Technologies Inc, (ETI), utilizing the lowest qualified bid price for an amount not to exceed \$73,628.37, as recommended by WMS management.

BUDGET IMPLICATIONS: Approved FY2019 vehicle capital budget total = \$115,000, account # 594-000-970-000-1050CA. Line item budget for this vehicle replacement = \$85,000.

IMPLEMENTATION PLAN: Subsequent to Council concurrence, place order for vehicle, take delivery, file paperwork/title and put into service.

MAYOR'S RECOMMENDATION – 

CITY ADMINISTRATOR'S RECOMMENDATION – 

LEGAL COUNSEL'S RECOMMENDATION – N/A

LIST OF ATTACHMENTS

- Copy of RFP
- City of Wyandotte Bid Deposit Log Sheet (Bid File # 4754)
- Vehicle Bid from Equipment Technologies, Inc. (ETI)
- Vehicle Bid from Versalift Midwest

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Municipal Services Commission authorizing the purchase of a 2019 Ford Transit 350 Maintenance/Cargo Aerial Lift (Bucket Truck) Van from Equipment Technologies, Inc. (ETI) by the Cable Department for an amount not to exceed \$73,628.37 as secured via a closed bid process (Bid File # 4754) and as recommended by WMS management.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCILPERSON

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Request for Proposal

Wyandotte Municipal Services
Wyandotte Cable
Vehicle Replacement Cable TV Aerial Lift
(Bucket Van)
Bid Number 4754
December 10, 2018



1. Instruction to Bidders

1.1. Request for Proposal – Vehicle Replacement Cable TV Aerial Lift Van

Wyandotte Cable / Wyandotte Municipal Services (WMS) is a municipally owned electric, water and telecommunications department(s) for the City of Wyandotte, Michigan. This request for proposal (RFP) is for a Vehicle Replacement Cable TV Aerial Lift (Bucket Van).

All inquiries or requests regarding this RFP must be submitted, in writing or via email, no later than 12/26/18 to the project manager at the address indicated below. Only written responses from the project manager or project manager appointed designee will be binding with regard to inquiries requesting clarifications or additional information. The project manager's or his designee's written responses will be forwarded simultaneously to all prospective bidders.

No other individuals at Wyandotte Municipal Services will have the authority unless designated by project manager to respond to this RFP. Attempts to question other employees regarding this RFP will result in the bidder's disqualification.

WMS has designated Steve Timcoe, Superintendent/CATV Telecommunications, as project manager with overall project responsibility for administration of the project. His contact information is as follows:

Wyandotte Municipal Services
Wyandotte Cable
Attention: Steve Timcoe
3200 Biddle Ave
Suite 200
Wyandotte, MI 48192

Or via email at:
stimcoe@wyandottemi.gov

1.2. Submission of Proposal

1. Sealed proposals will be received by Wyandotte Cable / Wyandotte Municipal Services (WMS). Proposals shall be based on providing all items contained in this Request for Proposal.
2. The bidder must submit via mail one (1) copy of the response to this RFP to Wyandotte Cable at the address provided below. All responses must be complete and accurate and should be supplied in sealed packaging marked with the bidder's name and address, bid number 4754 and sent to the address below.

Wyandotte Municipal Services
Attention: Paul LaManes, General Manager
3200 Biddle Ave
Suite 200
Wyandotte, MI 48192

Bid Opening will be on **Wednesday, January 2, 2019 at 3 p.m.** at the Wyandotte Municipal Services Offices as noted above.

Wyandotte Municipal Services reserves the right to reject any or all bids in whole or in part and to waive any of the informalities therein per the General Terms and Conditions listed in **Appendix B**.

Wyandotte Cable will review and evaluate the written responses to this RFP. Wyandotte Cable may conduct additional interviews with selected bidders for the purpose of further exploring and clarifying the bidder's response. RFP responses will be evaluated to ascertain which proposal is most advantageous to the utility. Wyandotte Cable reserves the right to accept, refuse, or defer any or all of the proposals submitted at any time in the proposal process.

1.3 Vehicle Replacement Cable TV Aerial Lift Van RFP Schedule

RFP released	12/13/18
RFP written questions due	12/26/18
RFP receipt deadline (bid opening)	1/2/19 at 3 p.m.
Expected project start date	January 2019

1.4. Proposal Format

This section describes the format bidders shall use in structuring a response to this RFP.

Table of Contents - Optional

Cover Letter – Optional

Section 1 - Executive Summary - Optional

Executive Summary shall contain a brief description of the following items. Do not include any pricing in this section.

- Bidder's scope of the proposed solution
- Recommended business relationship with Wyandotte Municipal Services
- Technology overview
- Description of corporate qualifications, including prior projects with a list of client references
- Description of demonstrated deployment procedures, proposed project organization and key personnel
- Proposed deployment schedule

Section 2 - Technical Proposal

Wyandotte Cable's preference is for the Ford Transit 350 Chassis/Vehicle. Wyandotte Cable also desires an aerial lift device that minimizes space intrusion into the cargo area of van. This van is to be used as a daily cable telecommunications plant maintenance vehicle and will also function as basic fiber optic splicing vehicle. Maintaining maximum usable space within the cargo area is crucial. A four (4) post vs. full pedestal aerial lift device base intrusion into the cargo area of vehicle is preferred. All options and features were chosen for maximum safety, efficiency, durability, reliability and longevity. Bidder may describe the technical aspects of the product. Bidders should pay particular attention to describing clearly and concisely the functional and performance benefits of their offering.

Section 3 – Minimum Bidder Qualifications

Bidder shall address the following:

- Bidder has been a provider of Aerial Lift (Bucket Trucks) and/or equipment for minimum of 10 years.
- Be able to provide documentation of a minimum 30 current aerial lift truck/van sales in last 3 years upon request.

Section 4 - Price and Business Relationship Proposal

Below is a detailed list of desired equipment and features to be included in the Cable TV Aerial Lift (Bucket Van) proposal that Wyandotte Cable intends to purchase. All equipment listed or equivalent should be in proposal. Recommendations for additions/deletions or alterations are welcomed per the submission of proposal schedule.

Bidders shall include all pricing information (package pricing and/or line item detail pricing is acceptable) in your pricing quote. Wyandotte Cable expects detailed line itemization for equipment which should include but may not be limited to the following:

Chassis – Standard equipment & + Options

- 2019 chassis
- Ford T350 Transit 148" Low Roof Van
- 4 x 2
- 9500 lb. GVWR
- 3.7L TI-VCT V6 Gas Engine
- 6 Speed Automatic Transmission
- Painted Oxford White
- AM/FM, CD, Clock, Stereo Radio
- Air Conditioning
- Engine Block Heater
- 235/65R 16C All-Season Tires
- Back Up Camera
- Power Locks
- Power Windows
- Remote Keyless Entry
- Short-Arm Dual Power mirrors
- 3.73 Limited Slip Rear Axle
- Rearview Mirror Monitor
- Sliding Door with Fixed Glass at Top
- Inclinometers – one in cab front view of driver-one in rear
- Aluminum tail shelf with reflectors, tail lights and backup sensors
- Non-Skid surface on tail shelf
- Grip strut stool step for basket access on tail shelf
- Back Up Alarm
- Commercial Grade Ladder Rack (please provide detail & picture of proposed LR)
- Amber Strobes preferably on each side of turret as opposed to top mount
- All appropriate safety lights, equipment, devices for road side work
- Any other DOT required equipment and/or devices
- 2 Rubber Wheel Chocks
- DOT kit (fire ext./mounted in cab, triangle warning kit, Spare Fuses)
- Aluminum Grab Handle
- Steel partition, perforated window, Ford Transit, Low Roof. Ranger C20-FTL
- Florescent lights (48" long) and 120-volt receptacles
- Obstacle proximity alert system
- Cone Holder installed (appropriate location on tail shelf)
- Rear corner strobe LED light kit (qty 2) Star Headlight brand DLXT121A-COM (or equivalent)
- Window Guard on street side rear window

- Dimension 2400 Watt-Pure Sinewave Inverter for van with one GEL battery (or equivalent)
- Illuminated switch in cab on dash to turn Inverter on/off. Upfitter Switch if available.
- Premium Hydraulic Fluid (Kendall, Hyken Glacial Blue or equivalent)
- Rubber Mat 3/4x48x72
- Shelf unit for Ford T350 van Curbside Wheel Well (identify manufacture. /model/type)
- Shelf unit for Ford T350 van StreetSide Wheel Well (identify manufacture. /model/type)
- 8 drawer cabinet installed between bridge frame legs for Ford T350 Van on Street Side.
- Table Splicer (72"x24") located curb side. (fiber splicing and/ or general use table)
- 17" Tall x 14" Wide Transit Side Mount Window Option. Outside Access Panel Hinges on Top. Splicer door at the rear.
- Fiber Cable Clamp.
- Go Light Wireless Remote Control Spotlight, Model 2000 permanent mount 400,000 candlepower. Light is wired and fused directly to van battery (or equivalent)
- Provide location of oil tank mount
- Install 31.5' LED Strip Light. On/Off switch in the cab. Located in cargo area
- Identify all warranties
- Adrian 4 hook assembly. Hooks mount of the rear and front of shelving unit on the Street Side
- LED work light installed at bucket
- Duplex receptacle (20 Amp) mounted behind seat in cab on passenger side. Wire this receptacle to the inverter or breaker box.
- Duplex 120-volt receptacle (20 amp) inside work area.

Aerial Lift Device

- Telescopic aerial lift device boom
- Electric Hydraulic Controls
- 390 Degree Non-Continuous Rotation
- Body Harness with Deceleration Lanyard
- Operators & Maintenance manuals (2 copies preferred)
- Start/Stop at Basket
- CS Bucket – standard leveling
- 34' minimum working height
- 20'+ Side Reach
- Variable Speed Control at the Upper Controls
- Emergency Upper Boom Controlled Descent Valve
- Emergency Power at Basket
- Switch at lower controls wired to unit options
- Electric Tool Circuit (110V) at bucket
- Boom should be white in color (reasonably match chassis color)
- Bucket Cover with foam insert

- 350 lb. minimum capacity
 - Minimum 24'x24' Basket Door w/hinge
- Bidders shall also provide a list of any equipment or materials that are required to be purchased by WMS.
 - Selected vendor will ship or deliver Vehicle/Equipment to Customer's warehouse or other designated location.
 - Provide vehicle/equipment lead times if expectation is, they are not stock items readily available.
 - **It is expected that any equipment, options, features, materials and/or labor not specifically mentioned but necessary to make this a fully functional turn key vehicle replacement cable tv maintenance aerial lift (bucket van) be included in the project pricing quote and will be considered the responsibility of the bidder to be familiar enough with a project quote of this nature that it be all inclusive.**

Section 5 - Collusion Affidavit and Proposal Bond and Insurance Documents

Include signed Collusion Affidavit and Proposal Bond found in **Appendix A**. Insurance template is in **Appendix C. – Not Applicable**

Section 6 - Appendix

Include relevant material needed to illuminate proposal content. This shall include but not limited to annual report summary, project plans, deployment schedules, resumes of key personnel, references, product brochures and specifications, etc. **– Not Applicable**

2.0 Scope of Work

2.1 Background

Wyandotte Cable presently provides cable television video services to over 5,300 customers and internet services to over 5,800 residential internet customers and more than 200 business customers with 'broadband high-speed internet' service. Wyandotte Cable also provides Digital VoIP telephone service to over 800 customers via HFC cable telecommunications infrastructure/technology. Amongst many other employees, Wyandotte Cable employs 2 cable telecommunications field maintenance technicians and 6 cable telecommunications field service technicians. Wyandotte Cable is seeking a vendor that can deliver a fully outfitted cable telecommunications aerial lift van that will serve daily cable telecommunications and basic fiber splicing field maintenance technician needs.

Wyandotte Cable is accepting proposals to supply a replacement cable telecommunications aerial lift (bucket van). The proposal should be all inclusive and considered turn key in project

scope of work. **Any items not specifically identified but deemed necessary to complete the project will be the responsibility of the bidder and should be included in the bid and pricing quote.**

2.2 Objectives

1. Provide a fully functional replacement cable telecommunications aerial lift (bucket van).
2. Bidders shall also provide a list of any equipment or materials that are required to be purchased by Wyandotte Cable.
3. Selected vendor will ship or deliver Equipment to Customer's warehouse or other designated location.
4. The proposal should be all inclusive and considered turn key in project scope.
5. **Any items not specifically identified but deemed necessary to complete the project will be the responsibility of the bidder and should be included in the bid and pricing quote.**

2.3 Project Overview

Wyandotte Cable is issuing this RFP to solicit bids for a turn key replacement vehicle to meet the daily needs of our cable telecommunication field maintenance technicians. When RFP responses have been received and evaluated, a recommendation will be made to proceed with bidder selection.

3.0 Product Warranties

The Bidder shall provide detailed warranty information with its proposal, including warranties for vehicle, aerial lift device and any additional options/features bided. A complete description of all warranty coverage shall be included in the proposal.

4.0 Evaluation Criteria

The bidder proposal is intended to help Wyandotte Cable select the vehicle that best meets our needs to outfit our cable telecommunications field maintenance technicians.

Appendix B – General Terms and Conditions for Proposals

1. Acceptance of Proposals: Wyandotte Municipal Services reserves the right to reject any and all Proposals, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any Proposal, insofar as such technicality or defects do not legally, materially or substantially change such Proposal. Wyandotte Municipal Services, unless otherwise specified by the Proposal, reserves the right to accept any item on the Proposal.

If the Proposal fails to state the time within that a Proposal must be accepted, it is understood and agreed that said Wyandotte Municipal Services shall have sixty (60) days from Proposal opening date in which to accept the Proposal.

2. Error in Proposal: In case of error in the extension of prices in the Proposal, the unit prices will govern. No Proposal shall be altered, amended or withdrawn, unless acceptance date has expired, after opening date of Proposals. Negligence on the part of the Bidder in preparing the Proposal confers no right for the withdrawal of the Proposal after it has been opened.

3. Discount Period: Time in connection with discount offered will be computed from date of delivery or from the date correct invoices are received, whichever date is later. Discounts other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".

4. Signature on Proposals: Each Proposal submitted must contain the full name and business address of the Business/Contractor. Any person signing a proposal sheet for himself/herself or as agent, employee or officer of another must show his/her title and, if requested by Wyandotte Municipal Services shall furnish proof of his/her authority to make such proposal. Any person signing said proposal shall do so in his/her own handwriting and the signature of that person as well as the name of any firm or company submitting the proposal.

5. Alternate Proposals: Alternate Proposals will be considered providing such items meet specifications. Where equivalent items are proposed Wyandotte Municipal Services reserves the sole right to determine whether the alternate meet specifications.

6. For all contracts that exceed \$75,000 the successful Contractor shall also furnish a satisfactory payment (labor and materials) bond in an amount equal to the total contract price executed by a surety company authorized to do business in the State of Michigan upon forms furnished by Wyandotte Municipal Services. – **Waived/Not Applicable**

7. Taxes: Each Proposal shall separately state and set forth therein the amount of any and all Federal or State sales, excise, or use taxes included in Proposal prices. If any such taxes are included in prices Proposal, Wyandotte Municipal Services reserves the right in making an award to deduct any amount thereof for the payment of which Wyandotte Municipal Services will execute appropriate tax exemption certificates justifying any such tax deductions from

Proposal prices. Where labor is required, the Contractor shall state separately the amounts of labor and materials.

8. Delivery: The number of calendar days in which delivery will be made after a contract is executed and a purchase order is issued shall be stated in the Proposal. When no time of delivery is stated by the Contractor, it is understood and agreed that delivery is to be made within thirty (30) days after receipt of order unless otherwise stated in the specifications.

9. Advertisement: The laws of the State of Michigan, the Charter of the City of Wyandotte, Michigan, all city ordinances and the legal advertisement for contractors and purchases are made a part of any agreement entered into the same respect as if specifically set forth in that agreement.

10. Specifications: It is understood that reference to the detailed specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of a manufacturer, a special brand or make of an item is used in describing the items desired but this does not restrict the Contractor to that manufacturer or specific article, this means being used simply to indicate the character or quality of the articles or services desired; however, the articles or services on which the proposals are submitted must be equal to that specified, and a statement to that effect shall be made a part of such a proposal. Where a conflict occurs between the requirements of the General Terms and Conditions and the Specifications, the requirements of the Specifications will govern.

11. Inspection: Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles which contain defective material and/or workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. Wyandotte Municipal Services shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.

12. Proposal Opening: Proposals received after the specified date and time for opening as shown on the Proposal Sheet will not be considered. Proposals may be mailed or delivered to Wyandotte Municipal Services, 3200 Biddle Avenue, Wyandotte, Michigan 48192. No Proposals will be accepted via facsimile or email.

13. Equalization Factor in Wyandotte Municipal Services Specification: Any Wyandotte-based firm shall be deemed a better Proposal than the Proposal of any competing firm which is not Wyandotte based whenever the Proposal of such competing firm shall be equal to or higher than equalization percentage credit has been applied to the Proposal of the Wyandotte based firm. The equalization percentage credit shall be that percentage or credit which the competing firm has applied for similar or equivalent Proposals in the City where such competing firm is located. If the competing firm has no equalization percentage credit applied to Proposals in the City, they are located in then no credit shall be applied to the Wyandotte based Proposal.

14. Final Acceptance and Payment: Invoice approval will occur upon final shipment and acceptance by owner. Complete compliance with this specification is required for final acceptance.

15. Change Orders and additions to the scope: Any additions to the work scope, materials, or specifications of the project must be authorized in writing using the Wyandotte Municipal Services Change Order Form. Authorization must be received prior to any additional work commencing or the contractor assumes the risk of total financial liability for the additional work.

**CITY OF WYANDOTTE
BID DEPOSIT LOG SHEET**

Bid #:		4754				
Bid Description:		WMS Cable Vehicle Replacement (Bucket Van)				
Bid Date:		1/2/19				
	Bidder/ Business Name	Address (City, State)	Amount	Check #/ Bid Bond (Y/N)	Check Return Date	Signature
1	Equipment Tech, LLC	Oklahoma City, OK	\$70,823.50 6 line item options totaling 2804.87	N/A	N/A	N/A
2	—	—	Total \$-73628.37	—	—	—
3	Versalift Midwest	Shelby Twp, MI	80,896.00 (all-inclusive)	N/A	N/A	N/A
4						
5						
6						
7						
8						
9						
10						

Customer: Wyandotte, City of - MI
 3005 Biddle Ave Ste 1
 Wyandotte MI 48192-5999

Quote Number: MV0239
Quote Date: 10/25/2018
Quote valid until: 1/9/2019
Customer Ref:

Contact:
Phone:
Fax:

Salesperson: J Johnson
Prepared By: mvigar

QTY	DESCRIPTION
	Chassis Info - Purchased by ETI
1	2019 Chassis \$32,223.68
1	<ul style="list-style-type: none"> ✓ FORD T350 Transit 148" Low Roof Van ✓ 4X2 ✓ 9500 lb. GVWR ✓ 3.7L TI-VCT V6 Gas Engine ✓ 6 Speed Automatic Transmission ✓ Painted Oxford White ✓ AM/FM, CD Stereo Radio ✓ Air Conditioning ✓ Engine Block Heater ✓ 235/65R 16C All-Season Tires ✓ Back-up camera ✓ POWER LOCKS ✓ POWER WINDOWS ✓ REMOTE KEYLESS ENTRY ✓ SHORT-ARM DUAL POWER ✓ 3.73 LIMITED SLIP ✓ REARVIEW MIRROR MONITOR ✓ SLIDING DOOR WITH FIXED GLASS AT TOP <p><i>Seats? - 2 bucket</i></p>
	Equipment Technology, LLC Aerial Device
	ETT29SN Series <ul style="list-style-type: none"> Telescopic Electric / Hydraulic Controls 390 Degree Non-Continuous Rotation Shear Ball Rotation Bearing ✓ Body Harness with Deceleration Lanyard Two Operators and Maintenance Manuals ✓ Start/Stop at basket Second hydraulic oil filter installed after testing
1	Bridge bearing mount assembly for Sprinter or Transit Van.
1	Bridge frame assembly for Transit. Place pipe insulation along the upper bridgeframe edge by the entrance of the sliding van door. Place sponge strips along the bottom and back surfaces to cover the bottom edge of the bridgeframe cross member towards the back of the van.
1	CS bucket, standard leveling
1	ETT29SN <ul style="list-style-type: none"> ✓ 34' Working Height ✓ 29' Ground to Bottom of Bucket ✓ 20' 9" Side Reach Aluminum Inner Boom Lightweight Outer Boom ✓ Variable Speed Control at the Upper Controls ✓ Emergency Upper Boom Controlled Descent Valve



ETI Equipment Technology, LLC
 341 NW 122nd Street
 Oklahoma City, OK 73114
 Phone: 888-748-3841
 Fax: 405-755-6829
 E-mail: sales@eti1.com

QUOTATION

Quote ID: MV0239

Page 2 of 3

QTY	DESCRIPTION
1	Gen 2 Lightweight turret with hydraulic leveling for ETT-N
1	✓ Emergency Power at basket
1	✓ Switch at lower controls wired to unit options
1	✓ Lower controls on 26 FT. remote control cable with box, includes lower control override located in CS4.
1	✓ Electric Tool Circuit (110V) at bucket--NOTE--Requires generator or inverter to power this outlet.
1	✓ Assembly, upper control panel ETT-SN. Steel control panel
1	Powder Paint White with ETI Powder Coating Process
1	Bucket, 24 X 24 CTR DOOR L/HINGE
1	Deweze fan belt clutch pump for Ford Transit 3.5L, 3.7L.
1	✓ Two Inclinometers One centered in cab in view of driver One CS rear - right of Triple ID Light
	Tail shelf for van
1	✓ Aluminum tailshelf for Ford Transit van (without battery box) ✓ Includes oval tail lights. ✓ Relocate factory backup sensors to provided cutouts.
1	✓ Standard Reflectors on tailshelf
1	✓ Gripstrut stool step for basket access on tailshelf with brake light.
1	✓ Non-Skid on Van Tailshelf
1	✓ Unit Safety Switch - Parking brake must be set before unit will operate ✓
1	✓ Backup Alarm
1	✓ Aluminum elevated ladder rack 108" long w/roller at rear on Curbside, elevated to clear cab.
1	✓ Amber Strobe Light on each side of turret.
1	✓ 2 Rubber Wheel Chocks
1	✓ DOT Kit -- 5 LB. ABC fire extinguisher mounted in cab if there is no interference. Triangle Warning Kit, Spare fuses for 2017+ Ford truck Required per Federal Motor
1028	FOB: Wyandotte, MI
1	✓ 24X24 Bucket Cover with foam insert
1	✓ 12" Aluminum Grab Handle. ***NOTE LOCATION***
1	Hydraulic Tank Cover for Ford Transit vans. Installed on SS of van only.
1	✓ Steel partition, Straight, Perforated window, Ford Transit, Low Roof. Ranger C20-FTL.
1	✓ 350 Lb Basket Capacity
1	✓ Florescent lights and 120 volt receptacles (48" long)
1	✓ Rostra obstacle proximity alert system.
1	✓ Cone Holder installed (Standard location, on SS tailshelf for best fit).
1	✓ Rear corner strobe LED light kit. (Qty. 2) Star Headlight brand DLXT121A-COM.
1	✓ Install window guard on streetside rear window. Ford
1	✓ Illuminated switch in cab on dash to turn Dimension inverter on/off. Use upfitter switch if available.
8	✓ Hydraulic oil will be Kendall, Hyken-Glacial Blue. ✓ ***THIS IS A PER GALLON OPTION. MUST SELECT QUANTITY TO MATCH CURRENT OIL QUANTITY IN THE INSTALL BOM***



ETI Equipment Technology, LLC
 341 NW 122nd Street
 Oklahoma City, OK 73114
 Phone: 888-748-3841
 Fax: 405-755-6829
 E-mail: sales@eti1.com

QUOTATION

Quote ID: MV0239

Page 3 of 3

QTY	DESCRIPTION
4	Hydraulic oil will be Kendall, Hyken Glacial Blue. ***THIS IS A PER GALLON OPTION. MUST SELECT QUANTITY TO MATCH CURRENT OIL QUANTITY IN THE AERIAL BOM***
1	Rubber Mat 3/4x48x72
1	Shelf unit for Ford T350 van Curbside wheel well
1	Shelf unit for Ford T350 van Streetside wheel well
1	8 drawer cabinet installed between bridge frame legs for Ford T350 Van on SS.
1	Go Light Wireless Remote Control Spotlight, Model 2000 permanent mount. 400,000 candlepower. Light is wired and fused directly to the truck battery. ***NOTE LOCATION***
1	Mount oil tank at rear on van on Streetside behind shelf
3	Install 31.5" LED Strip light. On/off switch in the cab. Located in cargo area.
1	ETI warranty is two year parts and labor. Lifetime structural warranty on the aerial device so long as the initial purchaser owns the product.
2	Adrian 4 hook assembly. Hooks mount of the rear and front of shelving unit on the SS.
1	Dimension 2400 Watt-Pure Sinewave Inverter for van with one Gel Group 27 battery.
Quote Total: \$70,823.50	

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
1	Grote LED work light installed at bucket ***NOTE LOCATION***	\$215.16	\$215.16	Yes / No
1	Duplex receptacle (20 amp) mounted behind seat in cab on passenger side. Wire this receptacle to the inverter OR breaker box.	\$139.22	\$139.22	Yes / No
1	Table, Splicer, 72" X 24" Located on CS.	\$583.17	\$583.17	Yes / No
1	17in T x 14in W Transit Side Mount Window Option. Outside Access Panel Hinges on Top. Splicer door at the rear. <i>Fiber Splicing</i>	\$555.26	\$555.26	Yes / No
8	Duplex 120 volt receptacle (20 amp) inside work area.	\$141.10	\$1,128.80	Yes / No
1	Fiber Cable Clamp ***NOTE LOCATION***	\$183.26	\$183.26	Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ♦ Quoted price does not include any applicable taxes.
- ♦ Quote valid for 45 days.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis at ETI.

MV0239

\$2,804.87
 \$70,823.50
 \$73,628.37 TOTAL
Am



EQUIPMENT TECHNOLOGY, CONSUMER WARRANTY POLICY

Equipment Technology, manufacturers of aerial lift equipment, warrants only that the equipment manufactured by Equipment Technology, shall be free of defects in material and workmanship for a period of 2 year from the date of delivery to the original purchaser.

There will be no charge for labor or parts during the warranty period for parts found to be defective.

Travel is provided by ETI during the 1 year warranty. Depending on the severity of the warranty we will either have a mechanic travel to your location to perform the repair or arrange to have the unit delivered to and from the nearest repair facility.

Warranty on structural integrity of the following major components is to be warranted for life so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldment, pedestals, sub-bases and turntables.

Equipment Technology will repair or replace any components that are found to be defective.

This warranty applies to the original purchaser only and only to the items manufactured by Equipment Technology.

When operated under recommended conditions.

This warranty will be void if:

- Unit has been repaired or altered in a manner contradictory to Equipment Technology, specifications.

- Unit has been improperly maintained or used in a manner inconsistent with the manufacturer's specification.

Equipment Technology, reserves the right to make design changes at any time.

Equipment Technology, assumes no responsibility for cost of repairs not authorized by us, nor do we assume any liability for incidental or consequential damages. This warranty is expressly in lieu of any and all other warranties including any implied warranty or any other obligation on the part of the seller.



Delivery date is 180 days upon receipt of purchase.

ETT 29 SNV

SPRINTER AERIAL UNIT "SPlicing PACKAGE" VAN MOUNTED AERIAL LIFT



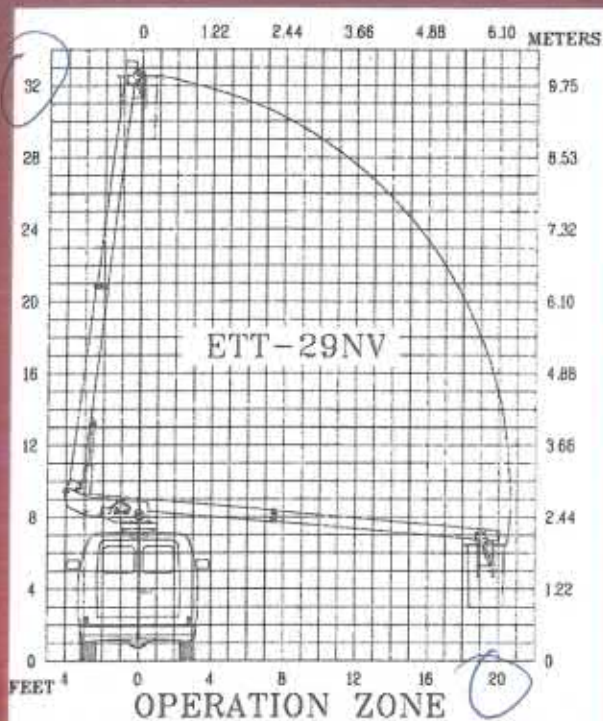
INNOVATIVE DESIGN

The Sprinter Aerial Splicing unit is a specialty unit designed with the telecommunications market in mind. With an aerial that has a working height of 35 feet, this unit offers all of the benefits of a quality aerial unit mounted on the heavier Sprinter van chassis. One of the many innovative features of this unit is that the inside of the van is designed with a bridge frame to provide increased storage capacity and greater accessibility. Standard features include an hydraulic platform leveling, an inner boom actuated by a cylinder extension system, and internally mounted holding valves that lock cylinders in place in the event of a hydraulic failure. This unit offers a wide variety of options from adding an electric tool circuit to an oversized bucket to satisfy every equipment need.





ETT 29SNV



**EQUIPMENT TECHNOLOGY LLC IS A
FULL SERVICE SOLUTION PROVIDER OF
THE HIGHEST QUALITY DESIGN,
MANUFACTURING, AND POST SALE
SERVICE.**

EQUIPMENT TECHNOLOGY LLC

341 NW 122nd
Oklahoma City, OK 73114
Toll Free: 1-888-748-3841 • Fax: 1-405-755-6829
etiequipment.com

GENERAL SPECIFICATIONS*

Bridge mount pedestal for van*	
Height to bottom of bucket	30 ft. - 0 in.
Working height	35 ft. - 0 in.
Side reach	20 ft. - 9 in.
Stow height	10 ft. - 5 in.
Rated bucket capacity	350 lbs.

MINIMUM VEHICLE SPECIFICATIONS

GVWR	11,030 lbs
GAWR (front)	4410 lbs
GAWR (rear)	7720 lbs. (DRW)
Wheelbase	144.3 in.
Engine	Diesel 3.01 CRD V6

HYDRAULIC SYSTEM

OPERATING PRESSURE (MIN)	2,000 PSI
OPERATING VOLUME (MIN)	2.5 GPM

STANDARD UNIT FEATURES

- Van mounted units utilize a bridge frame in lieu of pedestal providing increased storage capacity and greater accessibility to van interior.
- Shear ball rotation gear driven by internal drive gear box.
- All pins turn on replaceable bushings.
- The gear box has an extended shaft for manual rotation.
- Inner boom is actuated by a cylinder extension system.
- Adjustable wear pads.
- Internally mounted holding valves (integral part of cylinder) lock cylinders in place in event of hydraulic failure.
- Lower controls accessible from the ground.
- Hydraulic platform leveling
- Splicer bucket

OPTIONS

- Emergency hydraulic power system
- Start/stop system
- Bucket cover
- Airline to bucket
- Electric tool circuit
- Oversize bucket (24" x 30" x 42")
- Inverter
- LED Interior lighting
- Interior shelving
- Generator
- Air conditioning

Hydraulic power options

- Fan belt pump
- DC Power
- Generator



Specifications are subject to change without notice
Note: (*) All specifications are based on 40° from hoists



FORMERLY CANNON TRUCK EQUIPMENT

51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====

Quote No. J33042

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 1

Customer: 1117
CITY OF WYANDOTTE
3200 BIDDLE AVE
SUITE 200
WYANDOTTE MI 48192-0658

12/27/18: Quote Date
01/26/19: Expire Date
N30: Terms
: Delivery

Contact:

Phone: 734-324-7100

Fax: 734-324-7119

FURNISH AND INSTALL:

- 1) VANTEL-29-NE NON-INSULATED, END MOUNTED 28'10" TELESCOPIC AERIAL PLATFORM
- STANDARD PLATFORM CAPACITY OF 350 LBS.
- HEAVY DUTY ALUMINUM INNER BOOM WITH DROP DOWN BOOM TIP.
- ✓-ENGINE START/STOP CONTROLS AT PLATFORM AND REMOTE LOWER CONTROLS.
- ✓-NON-CONTINUOUS 360 DEGREE ROTATION WITH ELECTRIC LIMIT SYSTEM. *360 vs. 390*
- TWO GPM (7.57LPM) OPEN CENTER HYDRAULIC SYSTEM.
- HYDRAULIC OIL RESERVOIR WITH 7 GALLON (26.5L) CAPACITY BUILT INTEGRAL TO PEDESTAL.
- ✓-HYKEN GLACIAL BLUE HYDRAULIC OIL *yes*
- SELF LOCKING WORM GEAR ROTATION DRIVE WITH SHEAR BALL BEARING.
- BOOM ARTICULATION FROM 8 DEGREES BELOW HORIZONTAL TO 80 DEGREES ABOVE HORIZONTAL.
- ✓-ELECTRIC ROTATION LIMIT SYSTEM.
- VAN MOUNT PEDESTAL AND MOUNTING HARDWARE FOR LOW ROOF TRANSIT VAN INSTALLATION. *Internal Pedestal?*
- HAND HELD REMOTE LOWER CONTROLS INCLUDING 30 FT. CABLE AND OVERRIDE.
- ✓-RIGHT HAND VARIABLE SPEED JOYSTICK CONTROL
- HYDRAULIC POWER SUPPLIED BY ENGINE BELT DRIVE SYSTEM.
- WALK IN 24 IN. X 24 IN. X 42 IN. (.61M X .61M X 1.07M) END MOUNTED FIBERGLASS PLATFORM WITH DOOR AND VINYL COVER
- NON-LUBE BEARINGS USED AT ALL PIVOT POINTS.
- MULTI-LINK PLASTIC HOSE CARRIER SYSTEM THROUGH BOOMS.
- 120V WIRING TO PLATFORM WITH GFCI RECEPTACLE.
- 12 VOLT DC BACKUP PUMP.
- ✓-SAFETY HARNESS AND LANYARD.
- ✓-UNIT PAINTED STANDARD WHITE URETHANE.
- TWO OPERATORS AND SERVICE MANUALS.
- ANSI A92.2 DATA PLATE.
- ✓1) 2019 FORD TRANSIT LOW ROOF CARGO VAN, 148 INCH WHEELBASE.
- ✓-3.7L V-6 TI-VCT GASOLINE ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION WITH OD AND SELECTSHIFT.
- ✓-LIMITED SLIP WITH 4.10 AXLE RATIO *vs. 3.73*
- 9,500 LB GVWR PAYLOAD PACKAGE
- ✓-VINYL DUAL BUCKET SEATS
- 235/65R 16C BSW AS TIRES

*** CONTINUED NEXT PAGE ***



FORMERLY CANNON TRUCK EQUIPMENT
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====
Quote No. J33042

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 2

Customer: 1117
CITY OF WYANDOTTE
3200 BIDDLE AVE
SUITE 200
WYANDOTTE MI 48192-0658

12/27/18: Quote Date
01/26/19: Expire Date
N30: Terms
: Delivery

Contact: Phone: 734-324-7100 Fax: 734-324-7119

- ✓ -HEAVY DUTY ALTERNATOR (250 AMP) WITH DUAL HEAVY-DUTY BATTERIES (70 AMP-HOURS EACH)
- ✓ -FRONT AND REAR VINYL FLOOR COVERING (STANDARD FACTORY FLOOR COVERING) *Floor Mats?*
- ✓ -POWER FRONT WINDOWS AND POWER REMOTE DOOR LOCKS
- ✓ -HIGH CAPACITY UP-FITTER SWITCHES ON THE INSTRUMENT PANEL
- ✓ -AIR CONDITIONING
- ✓ -AM/FM RADIO *no cd*

INSTALLATION TO INCLUDE THE FOLLOWING:

- INSTALL VERSALIFT VANTEL-29-NE, BELT DRIVE SYSTEM AND MOUNTING HARDWARE
- ✓ -INSTALL AND NON-SKID BUMPER EXTENSION.
- ✓ -INSTALL ACCESS STEP WITH CENTER STOP LIGHT ON EXTENSION.
- INSTALL SUPERSPRINGS ON REAR AXLE BOTH SIDES.
- ✓ -INSTALL CAB PARTITION AND CABLE SPLICER PACKAGE. TO INCLUDE 4 ADRIAN HOOKS.
- ✓ -ONE GO LIGHT WIRELESS REMOTE CONTROL SPOTLIGHT
- ✓ -ONE 31.5" LED 12V STRIP LIGHT WITH ON/OFF SWITCH IN CAB.
- ✓ -INSTALL TWO (2) TURRET MOUNTED AMBER STROBES.
- ✓ -LED WORK LIGHT INSTALLED AT BUCKET
- ✓ -INSTALL 2400 WATT INVERTER WITH ONE GEL BATTERY INCLUDING BATTERY BOX
- ✓ -ONE GFCI OUTLET LOCATED BEHIND THE SEAT IN CAB PASSENGER SIDE
- ✓ -ONE GFCI OUTLET LOCATED IN WORK AREA. (LOCATION TBD)
- ✓ -INSTALL PARKING BRAKE INTERLOCK, BACK UP ALARM AND BUCKET REST
- ✓ -FURNISH RUBBER WHEEL CHOCKS, FIRE EXTINGUISHER, FIRST AID KIT AND 3 PIECE TRIANGLE WARNING KIT
- ✓ -TWO 48" 120 VOLT LED FLORESCENT LIGHTS IN LOAD AREA
- ✓ -TWO CONE HOLDERS INSTALLED ON TAIL SHELF
- ✓ -TWO FRONT GRILL AMBER STROBE LIGHTS / TWO REAR AMBER STROBE LIGHTS
- TEST RIDE COMPLETED UNIT FOR 1 HOUR.
- TEST AND CERTIFY PER ANSI A92.2

PRICE OF ABOVE PACKAGE.....\$ 80,896.00

THANK YOU

JAMES BROWN

QUOTE ACCEPTED AS AN ORDER _____ DATE _____ TRUCK INFO: _____

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY & THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.



OWNER'S WARRANTY

The **Versalift** Aerial Platform Lift is engineered and designed to perform as stated on published specifications. Only quality material and workmanship are used in the manufacture of this product. With proper installation, regular maintenance, and periodic repair service, the equipment will provide excellent service.

Those parts of the **Versalift** that are manufactured by **Time Manufacturing Company** are warranted for one full year from date of purchase. Structural components will carry a lifetime warranty for defects in material and workmanship which existed at the time of initial delivery, wear components are not covered by this statement. This warranty is issued only to the original purchaser and promises that **Time Manufacturing Company** manufactured products are free from defects in material and factory workmanship when properly installed, serviced, and operated under normal conditions, according to the manufacturer's instructions.

Manufacturer's obligation under this warranty is limited to correcting without charge at its factory any part or parts thereof which shall be returned to its factory or one of its Authorized Service Stations, transportation charges prepaid, within one year after being put into service by the original user, and which upon examination shall disclose to the Manufacturer's satisfaction to have been originally defective. Correction of such defects by repair to, or supplying of replacements for defective parts, shall constitute fulfillment of all obligations to original user.

This warranty shall not apply to any of the Manufacturer's products which must be replaced because of normal wear, which have been subject to misuses, negligence or accident, or which shall have been repaired or altered outside of the Manufacturer's factory (unless authorized by the Manufacturer in writing), products which have not been maintained and operated in accordance with Time Manufacturing Company's operators, maintenance manuals and bulletins, products which are repaired without using original Time Manufacturing Company parts. This limited warranty does not cover transportation fees and/or consumables used for the repair.

Manufacturer shall not be liable for loss, damage, or expense directly or indirectly from the use of its product or from any cause.

The above warranty supersedes and is in lieu of all other warranties, expressed or implied, and of all other liabilities or obligations on part of Manufacturer. No person, agent, or dealer is authorized to give any warranties on behalf of the Manufacturer or to assume for the Manufacturer any other liability in connection with any of its products unless made in writing and signed by an officer of the Manufacturer.



RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Municipal Services Commission authorizing the purchase of a 2019 Ford Transit 350 Maintenance/Cargo Aerial Lift (Bucket Truck) Van from Equipment Technologies, Inc. (ETI) by the Cable Department for an amount not to exceed \$73,628.37 as secured via a closed bid process (Bid File # 4754) and as recommended by WMS management.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # **6**

ITEM: 2019 Blount Small Ship Adventures Docking Contract

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: For close to 20 years, the Blount Cruise Line has been renting and utilizing our docking facility at Bishop Park as a port destination for several of their trips on the Great Lakes. The ships are docked for a 24 hour period, often arriving and departing early in the morning. Each ship has 44 cabins which can accommodate 88 passengers. The ships utilize the northern most dock so that they do not interfere with the Diamond Jack dockings. During their brief stay, passengers have free time in which they may partake in an optional trip to Greenfield Village, or they can shop and dine in our downtown shops and restaurants. Last year Blount utilized the docks for 6 trips. This year, the ships would like to use the docks a total of 6 times: June 21, July 3, August 7, August 20, September 1, and September 7, 2019. These ships used the northern docking gate and their arrival will not conflict with the Diamond Jack boat tours.

STRATEGIC PLAN/GOALS: To provide the finest services and quality of life while advocating our heritage.

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the contract for the 2019 Blount Small Ship docking dates.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-000-651-095. Docking vessels pay a daily rate of \$200 per day plus \$25 for garbage removal.

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

COMMISSION RECOMMENDATION: Concurs with the recommendation

CITY ADMINISTRATOR'S RECOMMENDATION: *Shrysdal*

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal Affairs

MAYOR'S RECOMMENDATION: *Alt*

LIST OF ATTACHMENTS: 1) Copy of 2019 Docking Contract with Blount Adventures
2) Copy of Hold Harmless Agreement with Blount Adventures

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council **CONCURS** with the recommendation of the Superintendent of Recreation and hereby **APPROVES** the 2019 Bishop Park Docking Agreement with Blount Small Ship Adventures. Ships will dock on June 21, July 3, August 7, August 20, September 1, and September 7, 2019 at a rate of \$200 per day plus \$25 per docking for garbage removal. **AND BE IT FURTHER RESOLVED** that the City Council authorizes the Mayor and City Clerk to sign the docking contract.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Desana
Maiani
Sabuda
Schultz

**AGREEMENT BETWEEN THE CITY OF WYANDOTTE AND BLOUNT SMALL SHIP ADVENTURES, INC.
FOR THE OPERATION OF THE DOCKING FACILITIES AT BISHOP PARK**

AGREEMENT made and entered into this _____ day of _____, A.D., _____, by and between the CITY OF WYANDOTTE, a Municipal corporation in the County of Wayne, State of Michigan, hereinafter designated FIRST PARTY, and BLOUNT SMALL SHIP ADVENTURES, INC., hereinafter designated SECOND PARTY;

WITNESSETH:

WHEREAS, First Party owns and maintains a Docking Facility at the Bishop Park; and

WHEREAS, First Party is the owner of Bishop Park, which abuts on the Detroit River, and has docking facilities; and WHEREAS, the Second Party has requested permission to use said Bishop Park for dockage;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, IT IS AGREED, as follows:

1. The First Party shall permit the Second Party to use BISHOP PARK for dockage for a fee as agreed upon by the parties.
2. Total payment is to be made to the Wyandotte Recreation, Leisure & Culture Department, 3131 Third Street, Wyandotte, MI 48192, by May 1, 2019.
3. The Dock is to be used only for the purpose of allowing passengers to board and exit the Second Party's vessels and for reasonable incidental uses associated therewith.
4. The Second Party shall comply with all Federal, State, County and City of Wyandotte laws, regulations, ordinances and rules.
5. The Second Party shall furnish the First Party with a Certificate of Insurance showing that Second Party has adequate insurance coverage for public liability, property damage and worker's compensation in amounts reasonably acceptable to the First Party. The Second Party shall add the City of Wyandotte as an "Additional Insured" on the public liability and property damage insurance policies maintained by it for its vessels and deliver said insurance policy to the First Party at least four (4) weeks prior to the date of the first docking.

6. The Second Party agrees that it shall indemnify and save harmless the First Party and its officers, elected officers, elected officials, commissions, agents, employees, or representatives for and from all claims, demands, payments, suits, actions, recoveries and judgments, of every type and nature, brought or recovered against it or either/or any of them for or on account of any personal injuries (including death) or damages to property received or sustained by any person or persons by reason of or arising out of or in connection with the Second Party's utilization of said docking facility under this agreement.

	<u>MV Grande Mariner</u>	<u>Length: 184' - Draft: 6'6" Flag: US</u>		
	<u>MV Grande Caribe</u>	<u>Length: 184' - Draft: 6'6" Flag: US</u>		
Grande Caribe	Arrive: June 21, 2019	@ 0900	Depart: June 22, 2019	@ 0600
Grande Caribe	Arrive: July 3, 2019	@ 0900	Depart: July 3, 2019	@ 2400
Grande Caribe	Arrive: August 20, 2019	@ 0900	Depart: August 21, 2019	@ 0600
Grande Caribe	Arrive: September 1, 2019	@ 0900	Depart: September 1, 2019	@ 2400
Grande Mariner	Arrive: August 7, 2019	@ 0900	Depart: August 8, 2019	@ 0600
Grande Mariner	Arrive: September 7, 2019	@ 0900	Depart: September 7, 2019	@ 2400
DOCKING FEE:				
6 @ \$200 = \$1200 docking fees				
6 @ \$25 = \$150 trash pickup				
Total Amount Due \$1350				

PERSON IN CHARGE Tim Fox, Product & Operations Manager
 ADDRESS 461 Water Street, Warren, RI 02885
 TELEPHONE 800-556-7450

IN WITNESS WHEREOF, the Parties hereto, by authority of the representative officials of the First Party and the Second Party have caused these presents to be signed, the day and year above setforth:

CITY OF WYANDOTTE
 Authorized by

 Mayor Joseph Peterson FIRST PARTY

 Lawrence S. Stec, City Clerk FIRST PARTY

 Tim Fox, Product & Operations Manager SECOND PARTY

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance & Signature.

Name William R. Fox
 Department of Legal Affairs

11/15/18

HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to **Blount Small Ship Adventures, Inc.** for the use of the Bishop Park Boat Docking Facility on

**June 21 - 22, 2019, July 3, 2019, August 7, 2019, August 20 - 21, 2019,
September 1, 2019 & September 7, 2019**

the undersigned hereby assumes all risk and liability relating to the use of the Bishop Park Boat Docking Facility, and agrees to hold harmless and indemnify the City of Wyandotte, its officers, agents, and employees from any and all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or to property of others arising out of the said use of the Bishop Park Boat Docking Facility, except that the undersigned shall not be liable for any damages, claims for liability are due to the negligence of the City of Wyandotte, its agents and employees or from the existence of a dangerous or defective condition of the Bishop Park Boat Docking Facility

Except as set forth above, the undersigned further does hereby indemnify, remise, release and forever discharge the City of Wyandotte, its officers, agents and employees from any and all claims, demand, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from Permittee's use of the Bishop Park Boat Docking Facility.

In addition, the undersigned hereby affirms that there are no violations from a city, county, state or federal agency pending pertaining to your organization/event.

Agreed to this _____ day of _____, 20 ____.

Name of Organization _____

By _____

Its _____

EVENT INFORMATION

Contact Person _____

Address _____

City, State, Zip _____

Home Phone # _____

Cell Phone # _____

Alternate Phones _____

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance & Signature.

Name William R. Forth
Department of Legal Affairs

11-15-18

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council CONCURS with the recommendation of the Superintendent of Recreation and hereby APPROVES the 2019 Bishop Park Docking Agreement with Blount Small Ship Adventures. Ships will dock on June 21, July 3, August 7, August 20, September 1, and September 7, 2019 at a rate of \$200 per day plus \$25 per docking for garbage removal; AND

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor and City Clerk to sign the docking contract.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # 7

ITEM: Eleven Annual Yack Arena Rental Contracts – King of the Cage MMA (2), Lions Club Flea Market, North American Model Engineering Expo (NAMES), Annual Walk for MS, Spring Fling Festival, Woodhaven High School Graduation, Southgate Anderson High School Graduation, Wyandotte Roosevelt High School Graduation, Circus Pages, and Blue Collar Wrestling.

PRESENTER: Justin N. Lanagan, Superintendent of Recreation



INDIVIDUALS IN ATTENDANCE:

BACKGROUND: These 11 rentals are annual rentals of the Yack Arena during the Spring/Summer once the ice and hockey boards have been removed. King of the Cage MMA is one of the top mixed martial arts promotions in the country and puts on between 10-15 matches per show. The Lions Club Flea Market is one of the biggest fundraisers for the Lions Club and is essentially a large indoor garage sale. The NAMES Expo features steam and gasoline powered model engines and various vendors relating to model engineering. The Walk for MS is a special event to raise money for Multiple Sclerosis. The Yack Arena serves as the registration and hospitality, as well as the start and finish for their 5k walk through the city. The Spring Fling is an annual festival featuring fun for the whole family with live music, food and drink, interactive games for kids, vegas games for adults, and plenty of raffle contests. Woodhaven High School reserves the building as an emergency back-up site in case of inclement weather for their commencements (they try to host theirs outside). The Roosevelt and Southgate Anderson High School Graduations will be the commencements for the Class of 2019. Circus Pages is a national traveling circus featuring live animals and other circus acts. Blue Collar Wrestling is a local wrestling promotion that puts on several professional wrestling events a year in Wyandotte. Due to the cumulative size of all the contracts, hard copies of each will be available in the Clerk's Office. A blank contract, hold harmless agreement, and listing of arena rental costs is attached.

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

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the attached contract for the various upcoming events.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-000-654-610-020. Last year, these rentals generated over \$35,000.00 in revenue from building, table/chair, and pipe and drape rental fees.

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

COMMISSION RECOMMENDATION: Approved by the Recreation Commission

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal Affairs

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS:

- 1) A blank copy of a Yack Arena Rental Contract
- 2) A blank copy of a Yack Arena Hold Harmless Agreement
- 3) Current listing of Arena rental costs

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council **CONCURS** with the recommendation of the Superintendent of Recreation and hereby **APPROVES** the Benjamin F. Yack Arena rental contracts for the King of the Cage MMA (2), Lions Club Flea Market, North American Model Engineering Expo, Walk for MS, Spring Fling Festival, Woodhaven, Southgate Anderson, and Roosevelt High School Graduations, Circus Pages, and Blue Collar Wrestling events in the amount of \$1,300.00 per day including all associated rental costs payable in full upon completion of the event as stipulated in the Contract; events to be held April 6-7, April 13, April 26-28, May 4, May 10-May11, June 4, June 6, June 10, June 15, July 20, and July 27, 2018.. **AND BE IT FURTHER RESOLVED** that Council hereby authorizes the Mayor and City Clerk to sign said rental agreement.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Desana
Maiani
Sabuda
Schultz

BENJAMIN F. YACK RECREATION CENTER RENTAL CONTRACT

City of Wyandotte, Michigan

This permit, granted this _____ day of _____ 20____, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to _____, hereinafter called the "Permittee."

Witnesseth:

In consideration of the fees and covenants hereinafter expressed, the Owner has agreed to grant and hereby does grant a Permit to the Permittee and Permittee has agreed to accept and hereby does accept the Permit for the use of the Benjamin F. Yack Recreation Center, hereinafter called the "Building", located 3131 Third Street in the City of Wyandotte, Michigan on the following terms and conditions:

(1) This permit shall prevail in accordance with the following schedule:

Building Rental is \$1,300.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with **General Conditions** Item 5 – A.
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Owner.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- \$250 Security Deposit is non-refundable in case of cancellation by Permittee.
Security Deposit to accompany this Contract.
- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,300.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz _____

(4) In further consideration of the fees and covenants herein expressed, the Owner agrees to furnish the following without additional charge to Permittee:

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.

- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations:

- A. Permittee shall assume all risk of operation and shall indemnify Owner for any loss or damage occasioned to Owner or to any person or property, caused by any act of Permittee, its agents or employees in the use of any of the premises by Permittee, its agents or employees in the conduct of Permittee's business. Permittee shall procure at its own cost and expense Workmen's Compensation as required by law and such public liability and property damage insurance as will protect Permittee, Owner and its officers and employees from any claims for damage to property, including Owner's property, and for personal injuries, including death, which may arise from the use of the premises by Permittee. A duplicate copy of all insurance policies or certificates of insurance must be furnished Owner with the premiums paid before the start of any operations by Permittee. All policies shall be subject to the approval of Owners for adequacy and form of protection and name owner as an additional insured party. All policies shall contain an endorsement providing for furnishing owner ten (10) days written notice of termination of insurance for any cause.

Permittee shall provide insurance at least 30 days in advance of the event as follows, naming the City of Wyandotte as Additional Insured:

- A. **Workmen's Compensation Insurance as required by the laws of the State of Michigan;**
- B. **Public Liability with a minimum of \$ 1,000,000.00 for each occurrence;**
- C. **Property Damage with a minimum of \$ 1,000,000.00 for each occurrence;**
- D. **Dram Shop and Alcohol Liability coverage with minimum of \$1,000,000.00.**

- B. The Permittee shall indemnify and save harmless the Owner from and against all claims, suits, actions and damages, and/ or causes of action arising during the period of use and occupancy by the Permittee and for the term of this Permit for any personal injury, loss of life and/or damages to property, including Owner's property, sustained in or about the premises or that portion of the Building and improvements thereof, or appurtenances thereto, used by the Permittee, occurring during such time as the Permittee may be using or renting said premises, and from and against all costs, legal fees, expenses and liabilities in and about any such claim or the defense of any action or proceedings thereon, and from and against any order, judgment and/or decrees which may be entered therein when any of the aforesaid are caused or occasioned by negligence of the Permittee, its agents sub-contractors or employees, or persons attending the Building by reason of the use thereof by the Permittee.
- C. Permittee agrees not to use nor to permit any person to use in any manner whatsoever that part of the premises used by Permittee in its operations hereunder for any illegal purpose or for any purpose in violation of any Federal, State or municipal law, ordinance, rule, order or regulation or of any reasonable rule or regulation of Owner now in effect or hereafter enacted or adopted and will protect, indemnify and forever save and keep harmless Owner and the individual representatives thereof and their agents from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, reasonable rule, order or regulation occasioned by any act, neglect or omission of Permittee, or any employee, person or occupant in Permittee's employ or control for the time being on said premises and engaged in the Permittee's operations hereunder.
- D. The Permittee agrees to furnish a sufficient number of ushers, ticket takers, special policemen, doorkeepers or other employees to properly handle and supervise the conduct of all persons in attendance at functions conducted by the Permittee, and to adopt, promulgate and enforce rules and regulations governing the conduct of such attendants. It is further understood and agreed that such attendants shall for all purposes be the agents of the Permittee.
- E. The Permittee shall furnish all service required to conduct its business in the Building. In the event of any violation or in case Owner or its authorized representative shall deem any conduct on the part of Permittee or any person or occupant on Permittee's employ or control for the time being on the premises (and engaged in the operation thereof) to be objectionable or improper, the responsibility for such conduct shall be deemed prima facie to be that of the Permittee. Permittee will, at the written request of Owner or its

- authorized representative, have removed from the premises any employee whom owner or its representative consider detrimental to the best interests of Owner or the public using the Premises.
- F. The Permittee agrees not to assign, transfer, convey, sublet or otherwise dispose of this Permit or its right, title or interest therein, to any other person, company or corporation without the previous consent in writing of the Owner.
- G. The Permittee shall have the complete control of so much of the premises exclusively granted to it during the periods aforesaid, and of admission to the portion of such premises during such periods subject to the requirements of any City Ordinances or State Laws including the Yack Arena Rules and Regulations.
- H. The Permittee agrees to conform to the Rules and Regulations of the Yack Arena for the use of said premises in effect when this Permit is granted or hereafter enacted or adopted, and a copy of any such Rules and Regulations in effect at the signing of this Permit shall become a part hereof.
- I. Upon the breach of any term, covenant or condition of this Permit, or of any rule or regulation governing the use of the premises, this Permit, at the option of the Owner, upon notice to the Permittee, shall terminate with the same force and effect as if the original term has come to an end.
- J. Upon termination of this Permit or its prior cancellation, Permittee shall remove from the premises such property and equipment as Permittee may have provided for its operations. In the event that the Permittee fails to vacate the premises upon such termination, the Owner may, in its discretion, remove from the premises at the expense of the Permittee, all goods, wares and merchandise, and property of any and all kinds and descriptions which may then be occupying the portion of the Building on which the Permit has terminated and Owner shall not be liable for any damages or loss of such goods, wares, merchandise or other property which may be sustained either by reason of such removal or of the place to which it may be removed, and Owner is hereby expressly released from any and all such claims for damages of whatsoever kind or nature.
- K. The Owner may terminate any assignment of space to Permittee if, in the judgment of the owner the occupancy or entertainment would in any respect be detrimental to the best interests of the City of Wyandotte or the Yack Arena. The City of Wyandotte shall not be responsible for any loss or damage occasioned to Permittee, its agents, and employees or other by reason of such termination.
- L. Notwithstanding anything in this Permit contained, it is further mutually agreed that in the event of any default, non-performance or breach of the provisions of this permit on the part of the Owner, the liability of the Owner therefore shall be and is hereby limited solely to the repayment of the amount of the fee or portion thereof paid by the Permittee for the particular day, occasion or time when said default, non-performance or breach occurs.
- M. It is agreed that the premises may be inspected at any time by authorized representatives of the Owner, or by a representative of the Department of Health, Fire Department, and Police Department, Department of Buildings and Safety Engineering and any other law enforcing agencies. Permittee shall obtain at its own cost and expense such licenses and permits as may be required by law to conduct its business in the building. Permittee agrees that if notified by the Owner, or its representatives, that the condition of any part of the premises occupied by Permittee of the facilities thereof is unsatisfactory; it will immediately remedy the condition.
- N. Permittee hereby waives any and all claims for compensation for any and all losses or damage sustained by reason of any lawful action by any public agency or official in the exercise of this Permit. Any such action shall not relieve Permittee from any obligation hereunder, even if it may result in an interruption of Permittee's activities.
- O. Permittee shall not make any alterations in the premises without written approval of the Owner.
- P. Permittee shall not conduct within or upon said premises any other operations except those herein described. Permittee agrees not to interfere with any other Permittee of Owner or any employee's of any other Permittee.
- Q. Permittee acknowledges that Owner has not made or caused to be made any representations of any nature whatsoever in connection with this Permit except as herein stated, and in particular has made no representations dealing with such matters as anticipated revenue to Permittee or related issues. Permittee acknowledges that it has accepted this Permit as the result solely of its own business judgment and not as a result of any representations whatsoever, direct or indirect made by Owner, its agents or employees, except as herein stated.
- R. Permittee shall not advertise any of its activities in the Building in any manner objectionable to the Owner.

- S. Permittee agrees not to discriminate in its use of the premises among law-abiding members of the public.
- T. The policy of the Owner is to serve the public in the best possible manner and Permittee agrees that both it and its employee's and agents shall at all times cooperate to this end.
- U. No decorations shall be placed in or on the Building, walls or corridors, nor shall any advertising signs be supported by nails, tack, screws or adhesive tape on walls or woodwork, without the consent and approval of the Owner and all decorations, sets, scenery or other properties shall be of flame-proofed material and conform with requirements of the Fire Department.
- V. The custodian of the Building, watchmen and maintenance crew of the Owner shall have free access at all times to all space occupied by Permittee.
- W. The premises shall be accepted by Permittee as is and the cost of any additional equipment and fixtures shall be the responsibility of the Permittee.
- X. If the time of Owner's employees is required by the Permittee in the exercise of this Permit, other than as specified herein, it shall be paid for by the Permittee at rates then in effect.
- Y. Except as provided for by Owner, this Permit does not authorize Permittee to furnish liquid refreshments or food in any part of the Building, or to operate checkrooms or other concessions.
- Z. The Owner shall not be responsible for payment of any Federal, State or local taxes, nor for any loss by theft or otherwise, damage by accident, fire, riot or strike, action of the elements or any other damage to machinery, equipment, paraphernalia, costumes, clothing, trunks, exhibit material, scenery, music, musical instruments or cases for same, and other property of the Permittee or its agents or employees or the patrons of the Permittee.
- AA. Should the premises or any part thereof be destroyed or injured by fire or the elements, mob, riot, war or civil commotion, or any part of the premises be interfered with by strikes or other causes, prior to or during the time for which the use of said premises is granted, the Owner may, in the exercise of its discretion, terminate the Permit, in which event the Owner shall return to the Permittee any payments that have been made for the period of the permit prevented or interrupted and the Permittee hereby expressly waives any claim for damage or compensation should the Permit be so terminated. The Owner shall in no way be liable for any personal property or other damage, inconvenience or intervention to the Permittee arising from or on account of strikes, lockouts or other labor difficulties, or any force majeure event.
- BB. Amounts and contents of Permittee's display of advertising material at the Building shall be at the discretion of the Owner or its authorized representative.
- CC. The Permittee further agrees to turn the demised premises back to the Owner in the same condition as when it first occupied same, natural wear and tear excepted. Permittee is responsible to immediately reimburse owner for any damages caused to the premises.
- DD. Should any questions arise as to the proper interpretation of the terms and conditions of this Permit, the decision of the Owner shall be final.
- EE. It is expressly understood and agreed by between the parties hereto that the Employees, Representatives, Recreation Commissioners, and the Owners and its officers and agents are acting in a representative capacity and not for their own benefit and that neither the Permittee nor any occupant of the demised premises shall have any claim against them collectively or individually in any event whatsoever.
- FF. All notices and orders given to the Permittee may be served by mailing the same to the Permittee at the address hereinbefore set forth or by delivering a copy thereof to the Permittee in person, or by leaving it at its place of business in the demised premises with any person then in charge of the same.
- GG. All rights remedies of the Owner shall be cumulative and none shall exclude any other right or remedy allowed by law.
- HH. There are not agreements not expressly covered herein, and nothing is included unless specified.
- II. Inspection of Building will occur prior to the rental, with a complete report of condition of building taken into account.
- JJ. Permittee shall execute an agreement which indemnifies and holds the City of Wyandotte, its officers, agents and employees harmless from all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damages to any property owned by the City of Wyandotte or others arising out of Permittee's use of the Yack Arena.
- KK. Permittee, its members, agents, employees, independent contractors and volunteers promise to comply with all state laws, regulations, and local ordinances with regards to their use of the Yack Arena. If it becomes

necessary for the owner to commence legal proceedings against Permittee to enforce the terms of the permit of the General Conditions, Permittee shall be responsible to fully reimburse owner all of owner's attorney fees and court costs.

- LL. Permittee shall abide by the Wayne County Clean Indoor Air Regulation as amended, which was originally adopted on March 17, 2005, and requires Wayne County (excluding the City of Detroit) public and private worksites to create and implement a smoke-free policy that prohibits smoking in enclosed areas. Public Health Code, Act 368 states in MCL333, Section 12605, a smoking area may be designated by the state or local government agencies or the person who owns or operates a public place except in a public building in which smoking is prohibited by law.

In Witness Whereof, the parties hereto have caused these presents to be signed by their duly authorized officers, the day and year first above written.

PERMITTEE:

The undersigned represents he/she is authorized to sign this agreement on behalf of the Permittee

By

Signature

Printed Name

Title or Position if signing on behalf of the Permittee

OWNER:

CITY OF WYANDOTTE,
a municipal corporation of the State of Michigan

By

Mayor Joseph Peterson

City Clerk Lawrence S. Stec

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.

Name _____
Department of Legal Affairs

YACK ARENA HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to: _____ for the use of the Yack Arena on the following date/dates: _____, the undersigned hereby assumes all risk and liability relating to the use of the Yack Arena, and agrees to hold harmless and indemnify the City of Wyandotte, its officers, agents, and employees from any and all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or to property of others arising out of the said use of the Yack Arena, except that the undersigned shall not be liable for any damages, claims for liability that are solely due to the negligence of the City of Wyandotte, its agents and employees or from the existence of a dangerous or defective condition of the Yack Arena.

Except as set forth above, the undersigned further does hereby indemnify, remise, release and forever discharge the City of Wyandotte, its officers, agents and employees from any and all claims, demand, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from Permittee's use of the Yack Arena. Furthermore, Permittee will abide by the **NO SMOKING POLICY** during the rental of the Yack Arena.

In addition, the undersigned hereby affirms that there are no violations from a city, county, state or federal agency pending pertaining to your organization/event.

Agreed to this _____ day of _____, 20 ____.

The undersigned represents he/she is authorized to sign this agreement on behalf of the Permittee.

EVENT INFORMATION - PRINT

Contact Person _____

Address _____

City, State, Zip _____

Home Phone # _____

Cell Phone # _____

Fax # _____

Signature _____

Title or Position _____
if signing on behalf
of the Permittee

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.

Name _____
Department of Legal Affairs

BENJAMIN F. YACK RECREATION CENTER

WYANDOTTE
RECREATION
DEPARTMENT

2019 Associated Rental Cost

A **four-wall policy** will be used which includes normal electric, water and air-conditioning usage, two meeting rooms, four restrooms, storage rooms, ticket office, sound system, staging with risers, arena supervision and normal building and restroom custodial services (once per day) along with free parking. (Note: All debris must be removed from table tops and chairs stacked on table top each evening for cleaning).

The **Arena Rental Fee** will be **\$1,300.00 per day**. The Four-Wall Policy includes in this one-day for set up and one day for break-down from 8 AM to 5 PM on non-holidays.

Additional day for set-up or take down non-holiday	\$500 per day
Additional day for set-up or take down on holiday	\$1,000 per day
Per hour rate for any time after 5 p.m. or on a holiday	\$100 per hour

Additional Rental Fees:

Kitchen/Concession Area	\$320 per day
Trash Removal (per dumpster)	\$35 per dumpster
Additional Electrical 110 electric drop	\$15 per drop
Additional Electrical 220 electrical drop	\$30 per drop
Table Rental	\$5 each
Table Rental & set-up	\$6 each
Chair Rental	\$1 each
Chair Rental & set-up	\$1.25 each
Bleacher – pull out	\$100
Stage	\$25 per section
Pipe and drape set-up	\$3 per section

Other Services may be available. These would be at a per hour rate determined by the event:

- Additional set up and breakdown service - TBA
- Additional matrons and supervisor services - \$15 per hour
- Ticket seller and usher service - TBA
- Total clean up service - TBA

ELECTRONIC SIGNS:

YACK ARENA (3RD & EUREKA)

There is no fee for basic event information on the Yack Arena sign. This service is included in the rental.

D.D.A. (FORT STREET & EUREKA AVENUE)

If you wish to have your information, graphics and logo displayed (static) on the changeable sign at **Fort Street & Eureka** before your event, **please fill out an application at the Customer Assistance Department** located on the lower floor of City Hall or print a form from **Wyandotte.net** and return the application and applicable fee to the Customer Assistance Department located on the lower floor of City Hall. Advertising fee is \$10 per week, 4 week maximum advertising. Please allow adequate time for sign data input.

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the Superintendent of Recreation and hereby approves the Benjamin F. Yack Arena rental contracts for the following events and dates:

Lions Club Flea Market	April 6-7, 2019
King of the Cage MMA	April 13, 2019
North American Model Engineering Expo	April 26-28, 2019
Walk for MS	May 4, 2019
Spring Fling Festival	May 10-11, 2019
Southgate Anderson High School Graduation	June 4, 2019
Roosevelt High School Graduations	June 6, 2019
Woodhaven High School Graduation	June 10, 2019
Circus Pages	June 15, 2019
Blue Collar Wrestling	July 20, 2019
King of the Cage MMA	July 27, 2019

BE IT FURTHER RESOLVED that the contracts are approved in the amount of \$1,300.00 per day including any extra associated rental costs, payable in full upon completion of the event as stipulated in the contracts; AND

BE IT FURTHER RESOLVED that Council hereby authorizes the Mayor and City Clerk to sign said rental agreements.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # **8**

ITEM: Antenna Site License Agreement modification with Verizon Wireless for 1077 Grove

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: In 1996, the City had constructed two (2) communication towers at 1077 Grove Street and 365 Hudson Avenue which the City owns. Space on the tower is licensed to various communication carriers. Verizon Wireless is requesting to install new underground fiber lines at the 1077 Grove Street Site. This modification is needed to ensure continued technical and economic feasibility of the facility by the tenant (Verizon Wireless). Further, these modifications will have no impact on the City's property.

Recommend authorizing the Mayor and City Clerk to sign the enclosed Consent Letter.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the goals and objectives of the City of Wyandotte Strategic Plan in the continuing effort to create revenues to support the City financially.

ACTION REQUESTED: Approve the Consent Letter with Verizon Wireless for 1077 Grove Antenna and authorize the Mayor and City Clerk to sign same.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute Consent Letter

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Approved. [W. Look](#)

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Consent Letter

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council approves the Consent Letter to Antenna License Agreement for the tower at 1077 Grove with Verizon Wireless; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Letter.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman

Calvin

DeSana

Maiani

Sabuda

Schultz

JONATHAN R. CRANE P.C.
ATTORNEYS & COUNSELORS
1126 N. MAIN ST.
ROCHESTER, MI 48307

JONATHAN R. CRANE

TELEPHONE: (248) 650-8000
FACSIMILE: (248) 650-9239
EMAIL: JRCPC@SBCGLOBAL.NET

January 3, 2019

VIA FEDERAL EXPRESS

Mark Kowalewski
City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

Re: Verizon #123 - Southgate
Request For Consent
Our File No. JC4921-18

Dear Mr. Kowalewski:

Verizon Wireless intends to install an underground utility upgrade at its 1077 Grove St., Wyandotte, Michigan cell site. Verizon proposes installing a diverse fiber cable route from the existing utility pole to the cell site. This is a short underground run with a fiber conduit. All excavations will be hand dug.

Enclosed is a plan showing the routing proposed by Midwestern Consulting (Job No. 00289-123A). If acceptable, please sign the consent letter and drawing and return to my attention in the enclosed prepaid overnight envelope.

Kindly note that this conduit route closely follows the existing primary electric service routes.

Thank you for your continued courtesies.

Very truly yours,

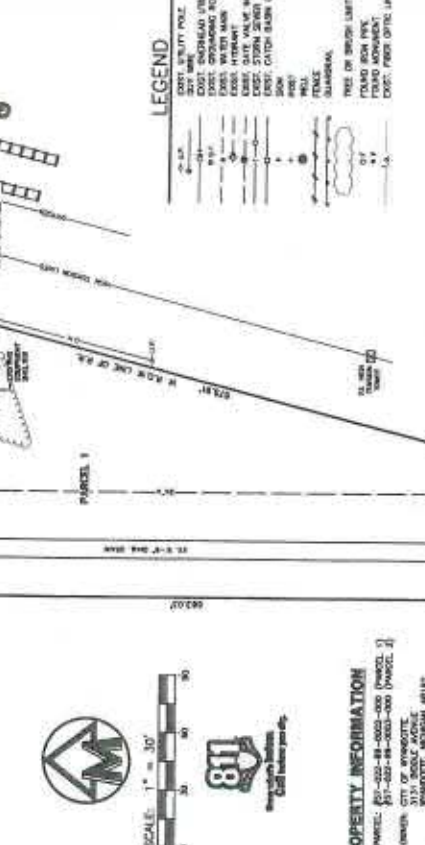
JONATHAN R. CRANE P.C.

Jonathan R. Crane

The undersign consents to the installation
of 4" conduits underground as shown in
Midwestern Consulting drawing 00289-123A

By: Joseph R. Peterson
Title: Mayor
Date: January 14, 2019

Lawrence S. Stec
City Clerk



UTILITY NOTES:

1. FOR PROPOSED FIBER LINE INSTALLATION THE EXISTING FIBER CONDUIT SHALL BE USED. CONTRACTOR SHALL USE EXISTING PULL TABLES TO INSTALL NEW FIBER LINE.
2. THE EXISTING FIBER CONDUIT ROUTE IS ±119 FEET BELOW GRADE AND FOLLOWS THE BELOW GENERAL ROUTE:
 - FROM JUNCTION BOX ON SHOULDER (1) TO JUNCTION BOX ON EQUIPMENT RACK (2).
 - FROM JUNCTION BOX ON EQUIPMENT RACK (2) TO UTILITY POLE BASE (3).
3. THE LOCATION OF THE EXISTING FIBER CONDUIT AS SHOWN IS APPROXIMATE AND FOR INFORMATION ONLY. CONTRACTOR SHALL USE THE PULL TABLES LABELED ON THE PLAN.

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council approves the Consent Letter to Antenna License Agreement for the tower at 1077 Grove with Verizon Wireless; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Letter.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # 9

ITEM: Antenna Site License Agreement modification with Sprint for 365 Hudson

PRESENTER: Mark A. Kowalewski, City Engineer 

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: In 1996, the City had constructed two (2) communication towers at 1077 Grove Street and 365 Hudson Avenue which the City owns. Space on the tower is licensed to various communication carriers. Sprint is requesting to install new underground fiber lines at the 365 Hudson Site. This modification is needed to ensure continued technical and economic feasibility of the facility by the tenant (Sprint). Further, these modifications will have no impact on the City's property.

Recommend authorizing the Mayor and City Clerk to sign the enclosed Consent Letter.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the goals and objectives of the City of Wyandotte Strategic Plan in the continuing effort to create revenues to support the City financially.

ACTION REQUESTED: Approve the Consent Letter with Verizon Wireless for 365 Hudson Antennas and authorize the Mayor and City Clerk to sign same.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute Consent Letter

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Reviewed [W. Look](#)

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: Consent Letter and Plans

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council approves the Consent Letter to Antenna License Agreement for the tower at 365 Hudson with Sprint; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Letter.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz



June 10, 2018

City of Wyandotte
Attn: City Clerk
3131 Biddle Avenue
Wyandotte, MI 48192

With a copy to:
City of Wyandotte
Attn: City Engineer
3131 Biddle Avenue
Wyandotte, MI 48192

With a copy to:
City of Wyandotte
c/o C & W Management
1126 N. Main St.
Rochester, MI 48307

RE: Sprint PCS Antenna Site License Agreement between the City of Wyandotte, a Michigan municipal corporation (Landlord) and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor in interest to Sprint Spectrum L.P (Sprint or Tenant), dated February 24, 1997, as amended by Amendment to Sprint PCS Antenna Site License Agreement dated November 19, 1997 (collectively, Site Agreement), with respect to the real property located at 365 Hudson Street, Wyandotte, MI 48192 (Site), Cascade No. DE03XC227.

Dear Sir or Madam:

This letter is to advise you that it will be necessary within the near future for Sprint to make certain physical modifications to equipment within Tenant's premises at the Site. These improvements are being undertaken in order to ensure the continued technical and economic feasibility of Tenant's facility and are needed for Tenant to make optimal use of the Site for the purposes intended by the Site Agreement. As described below, these modifications should have no significant impact on Landlord's property or operations. However, in accordance with the Site Agreement, Tenant requests that Landlord acknowledge notice of, and consent to, the following modifications:

Installing new fiber lines through existing and new conduit within existing and new utility easement and installing a small router and network panel in existing equipment enclosures within existing leased space. See attached site sketch.

Landlord's acknowledgement of notice and consent will not increase the size or amount of space being used by Tenant under the Site Agreement unless specifically stated above.



Initial Here: _____

Please indicate your acknowledgement and consent by signing below and returning one copy of this letter to me using the pre-addressed envelope that accompanies this request.

Thank you in advance for your prompt attention to this matter.

Regards,

By: _____
Merideth Kessen
SAC Wireless, an authorized representative of Sprint

Merideth Kessen | Site Development Specialist | C: (815) 587-5265
SAC Wireless, 540 W Madison, 17th Floor, Chicago IL 60661
Merideth.Kessen@sacw.com | www.sacw.com

ACKNOWLEDGED AND AGREED TO:

City of Wyandotte, a Michigan municipal
corporation

Printed Name: _____

Title: _____

Email Address: _____

Phone Number: _____

Date: _____, 201__

(Date must be completed)



SITE NAME: HUDSON THIRD
SITE NUMBER: DE03XC227
AUGMENT ID: DE03XC227F18.1
ADDRESS: 365 HUDSON STREET
WYANDOTTE, MI 48221
JURISDICTION: CITY OF WYANDOTTE
SITE TYPE: SELF-SUPPORT TOWER
PROGRAM TYPE: DARK FIBER PROJECT

PROJECT INFORMATION

COUNTY: WAYNE COUNTY
CITY: WYANDOTTE
SITE NAME: HUDSON THIRD
SITE NUMBER: DE03XC227
SITE ADDRESS: 365 HUDSON STREET
WYANDOTTE, MI 48221
LATITUDE: 42° 12' 11" N
LONGITUDE: 82° 17' 11" W
GROUND ELEVATION: 187' MSL (NAVD 83)
COORDINATION TYPE: LOCAL
PARCEL ID #: 1507-0000-000000
PROPERTY OWNER: JMC WIRELESS ON BEHALF OF SPRINT
CARRIER/APPLICANT: SPRINT
ELECTRIC PROVIDER: LIGHTOWER
SPRINT PROJECT MANAGER: JODI JONES
AIR FIRM: LETS AMERICA, INC.
113 E. ANTOURAGE BLVD. SUITE 1
WYANDOTTE, MI 48221
PHONE: (482) 842-1111
EMAIL: INFO@LETSAMERICA.COM

PROJECT CONSULTANTS

PROJECT MANAGER: JMC WIRELESS
113 E. ANTOURAGE BLVD. SUITE 1
WYANDOTTE, MI 48221
PHONE: (482) 842-1111
EMAIL: INFO@LETSAMERICA.COM
PROFESSIONAL ENGINEER: JMC WIRELESS
113 E. ANTOURAGE BLVD. SUITE 1
WYANDOTTE, MI 48221
PHONE: (482) 842-1111
EMAIL: INFO@LETSAMERICA.COM
SPRINT BY ENGINEER: JMC WIRELESS
ENGINE ROOM: 113 E. ANTOURAGE BLVD. SUITE 1
WYANDOTTE, MI 48221
PHONE: (482) 842-1111
EMAIL: INFO@LETSAMERICA.COM
CONSTRUCTION MANAGER: JMC WIRELESS
113 E. ANTOURAGE BLVD. SUITE 1
WYANDOTTE, MI 48221
PHONE: (482) 842-1111
EMAIL: INFO@LETSAMERICA.COM
SPRINT CONTRACT: JMC WIRELESS

VICINITY MAP



LOCATION MAP



PROJECT DESCRIPTION

INSTALL NEW 3' CONDUIT WITH (2) 1" INCH-ODT FROM TELLER CABINET TO PROPOSED MAP WITHIN 4' OF TOWER LINE (482)
INSTALL NEW FIBER HATCHES ESTIMATED 2' CONDUIT FROM WANTS TO TELLER CABINET (482)
INSTALL NEW FEEDER THROUGH NEW 3' CONDUIT FROM TELLER CABINET TO CORRELATE CONDUIT (482)
RELOCATE EXISTING CONDUIT FROM PROPOSED MAP TO TELLER CABINET (482)
RELOCATE EXISTING CONDUIT FROM PROPOSED MAP TO TELLER CABINET (482)

DIRECTIONS

DIRECTIONS FROM ISLAMIC A. YOUNG INTERSECTION, WYANDOTTE, MI 48221
1. GET ON I-75 N TO I-75 N/SHOREVIEW RD IN ALLEN PARK TWP. THE W-29
2. FOLLOW I-75 N TO I-75 N/SHOREVIEW RD IN ALLEN PARK TWP. THE W-29
3. CONTINUE ON SHOREVIEW RD. DRIVE TO CLARK ST. IN WYANDOTTE.
ADDRESS: 365 HUDSON STREET WYANDOTTE, MI 48221
NOTE: CONTACT LANDLORD 12 HOURS PRIOR TO WORK COMMENCEMENT

SPECIAL NOTES

1. ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT SPRINT CONSTRUCTION INSTALLATION CODE.
2. ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT SPRINT CONSTRUCTION INSTALLATION CODE.
3. CONTRACTOR SHALL VERIFY ALL DOWNS & EXISTING DOWNSHEDS & CONDITIONS ON THE JOB SITE & SHALL
MATERIALLY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
4. THESE DRAWINGS ARE FULL SIZE ON 11"x17" SHEET SIZE.
5. STATEMENT OF COMPLIANCE WITH THE ENERGY CODE IS NOT REQUIRED. SCOPE OF WORK DOES NOT INVOLVE
MODIFICATIONS TO EXISTING OUTLETS OF BUILDING. THIS OUTLET OF ELECTRICAL EQUIPMENT.

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL
IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH
THE WORK OF BE RESPONSIBLE FOR SAME.

INDEX OF DRAWINGS

SHEET	TITLE	DESCRIPTION	REVISION
1-1	TITLE SHEET		
A-1	DARK FIBER SITE PLANS		
A-2	DARK FIBER EQUIPMENT DETAIL		
A-3	SITE PHOTO		

CODE COMPLIANCE

ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT SPRINT CONSTRUCTION INSTALLATION CODE.
ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT SPRINT CONSTRUCTION INSTALLATION CODE.
ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT SPRINT CONSTRUCTION INSTALLATION CODE.
ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT SPRINT CONSTRUCTION INSTALLATION CODE.
ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT SPRINT CONSTRUCTION INSTALLATION CODE.

TITLE SHEET

SHEET NUMBER: T-1



PLAN PREPARED FOR:

LET'S AMERICA, INC.
113 E. ANTOURAGE BLVD.
WYANDOTTE, MI 48221
PHONE: (482) 842-1111
EMAIL: INFO@LETSAMERICA.COM

PLAN PREPARED BY:

LET'S AMERICA, INC.
113 E. ANTOURAGE BLVD.
WYANDOTTE, MI 48221
PHONE: (482) 842-1111
EMAIL: INFO@LETSAMERICA.COM

REVISIONS:

REV.	DATE	DESCRIPTION
A	06/17/16	365 HUDSON STREET
B	06/17/16	365 HUDSON STREET
C	06/17/16	365 HUDSON STREET
D	06/17/16	365 HUDSON STREET
E	06/17/16	365 HUDSON STREET
F	06/17/16	365 HUDSON STREET
G	06/17/16	365 HUDSON STREET
H	06/17/16	365 HUDSON STREET
I	06/17/16	365 HUDSON STREET
J	06/17/16	365 HUDSON STREET
K	06/17/16	365 HUDSON STREET
L	06/17/16	365 HUDSON STREET
M	06/17/16	365 HUDSON STREET
N	06/17/16	365 HUDSON STREET
O	06/17/16	365 HUDSON STREET
P	06/17/16	365 HUDSON STREET
Q	06/17/16	365 HUDSON STREET
R	06/17/16	365 HUDSON STREET
S	06/17/16	365 HUDSON STREET
T	06/17/16	365 HUDSON STREET
U	06/17/16	365 HUDSON STREET
V	06/17/16	365 HUDSON STREET
W	06/17/16	365 HUDSON STREET
X	06/17/16	365 HUDSON STREET
Y	06/17/16	365 HUDSON STREET
Z	06/17/16	365 HUDSON STREET

NOT FOR CONSTRUCTION UNLESS
LABELLED AS CONSTRUCTION UNLESS

DE03XC227
HUDSON THIRD
365 HUDSON STREET
WYANDOTTE, MI 48221

TITLE SHEET

SHEET NUMBER: T-1


$$S_{\text{MSE}} = 1/2 \sum_{i=1}^n (y_i - \hat{y}_i)^2$$
[illegible]

REAR 200' NEW 3" CONDUIT WITH (2) 1" INVERT-BUDGETS FROM TELCO CABINET TO PROPOSED MAMP WITHIN 4' OF FENCE LINE (4100)
FIELD SERVICES
(1) INSTALL NEW FIBER THROUGH EXISTING 2" CONDUIT FROM MAMITS TO TELCO CABINET (4157)
(2) INSTALL NEW FIBER IN TELCO CABINET
(3) REMOVE OLD/LEGACY EQUIPMENTS AND INSTALL FIBER
(4) INSTALL NEW FIBER THROUGH NEW 2" CONDUIT FROM TELCO CABINET TO PROPOSED MAMP (4200)
(5) MAMP IS LOCATED IN EXISTING HANDHOLE OUTSIDE OF COMPOUND AT (N2.278373, -83.155947)

CONDUIT OWNERSHIP:
NEW CONDUIT INSTALLATION FROM PREPARED MAP TO YELCO CABBET. THERE ARE NO CONDUIT OWNERSHIP ISSUES.

GENERAL NOTES:

SCALE	9
-------	---

NOT FOR CONSTRUCTION UNLESS
LABELLED AS CONSTRUCTION SET



—ANDERSON IS JOINING THE
STAFF OF THE HOUSE RESEARCH COMMITTEE ON
THE GOVERNMENT AND THE ECONOMY.
—ANDERSON IS JOINING THE
STAFF OF THE HOUSE RESEARCH COMMITTEE ON
THE GOVERNMENT AND THE ECONOMY.

DELOACH 227
DELOACH 227-18.1
HUDSON THREE
365 HUDSON STREET
WYANDOTTE MI 48221

SWEET TITLE: _____

DARK FIBER SITE
PLANS

QUESTIONS

A-1

CABLE



PLAN PREPARED FOR:



PLAN PREPARED BY:

LETS
LETS America, Inc.
117 S. WILSON BLVD.
CHANDLER, AZ 85226
TEL: 480-941-3111
FAX: 480-941-3112

REVISIONS

NO.	DATE	DESCRIPTION
1	05/08/18	NOT CD'S
2	06/27/18	NOT CD'S
3	07/13/18	FOR CONSTRUCTION
4	07/26/18	CD'S COMMENTS
5	08/09/18	CD'S COMMENTS
6	12/25/18	CD'S COMMENTS

NOT FOR CONSTRUCTION

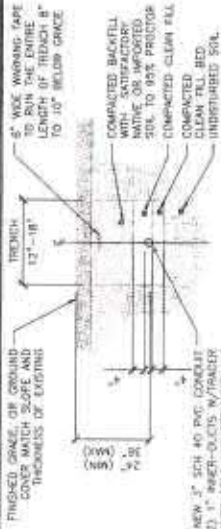


NOTED: CABLE AND WIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE LATEST EDITION OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B. THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) SHALL BE USED FOR THE LATEST EDITION OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.

10/10/2017
05/08/2018
HILSON THRO
365 HILSON STREET
WINDOTTE, MI 48221

**DARK FIBER
EQUIPMENT DETAIL**

A-2

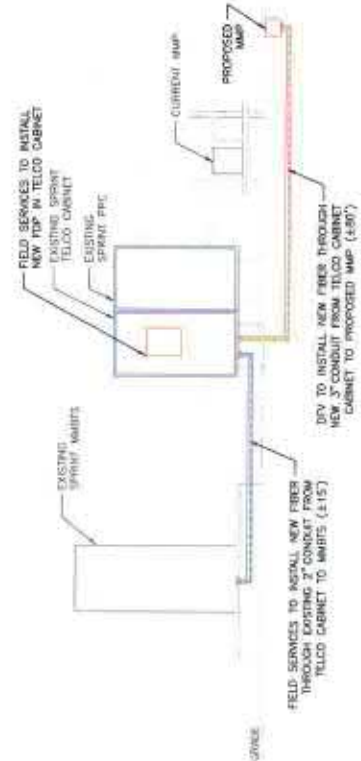


NEW 3\"/>

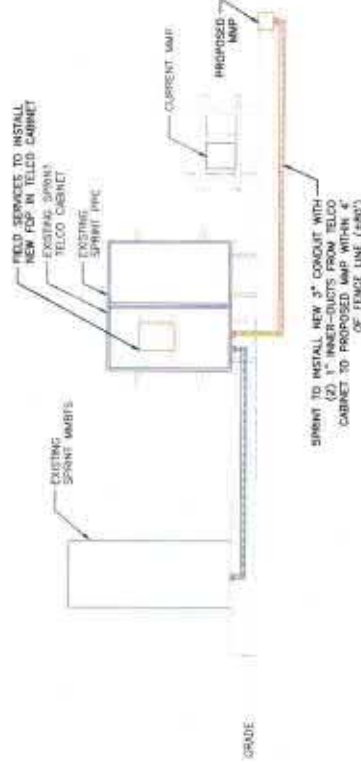
1. ALL UTILITIES SHALL BE LOCATED AND DEPTH VERIFIED WITH LOCAL UTILITY COMPANIES. QUANTITY AND SEPARATION DIMENSIONS TO BE VERIFIED WITH LOCAL UTILITY COMPANIES. THE FINISHED COMPOUND OR UNDER ANY EXISTING OR PROPOSED DRIVEWAY OR SIDEWALK SHALL BE BACKFILLED WITH ASPHALT OR 1\"/>

NOTE: CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES WITHIN THE PROJECT AREA PRIOR TO ANY TRENCHING. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN TRENCHING AND HAND DIG AROUND EXISTING UTILITIES AS REQUIRED.

SCALE	NOT USED	SCALE	NOT USED
1/4\"/>	1/4\"/>	1/4\"/>	1/4\"/>



SCALE	NOT USED	SCALE	NOT USED
1/4\"/>	1/4\"/>	1/4\"/>	1/4\"/>



SCALE	NOT USED	SCALE	NOT USED
1/4\"/>	1/4\"/>	1/4\"/>	1/4\"/>

NOT USED

CONDUIT SCHEMATIC



PLAN PREPARED FOR:



PLAN PREPARED BY:

LET'S
LET'S America, Inc.

112 S. KYLE RD. STE. 1
CHANDLER, AZ 85226
ARIZONA 480-561-9151
CITY 520/414-1758 FAX 520/966-0000

REV	DATE	DESCRIPTION	INITIALS
0	05/20/18	90% CO'S	KSR
1	06/21/18	90% CO'S	RRA
2	07/13/18	FOR CONSTRUCTION MEETING	
3	07/26/18	CLIENT COMMENTS	MSA
4	08/06/18	CLIENT COMMENTS	CAJ
5	12/23/18	CLIENT COMMENTS	MSA

NOT FOR CONSTRUCTION JUNE 2018
 SCHEDULED AS CONSTRUCTION JUNE 2018



¹ HARRY CUNYAN, THAT THESE PLANS WERE PREPARED BY ME ON UNDER MY DIRECT SUPERVISION AND THAT I AM A PAST REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF MICHIGAN.

DE03010227
DE03010227F 18.1
HUDSON THIRD
365 HUDSON STREET
ANN ARBOR MI 48102

SHEET TITLE

SITE PHOTOS

SHEET NUMBER: -

A-3



ENTIRE CONDUIT PATH FROM CABINET TO MMBTS	SCALE	3
---	-------	---



VIEW FROM MMP TO TELCO CABINET	SCALE	2
	1/4" = 1'	



OVERVIEW SITE



ENTIRE CONDUIT PATH FROM CABINET TO MMP	SCALE	6
	1/8" = 1'	



TV PROPOSED MMP	SCALE	5
	NTS	



CABINET TELCO CABINET	SCALE	4
	DATE	



CURRENT MMP	9	
	BOLE	NTS



H-FRAME	SCALE	8
	NTS	



PROPOSED CONDUIT PATH FROM PROPOSED MAP TO TELCO CABINET	SCALE	7
	N.T.S.	

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council approves the Consent Letter to Antenna License Agreement for the tower at 365 Hudson with Sprint; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Letter.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

Daybreak Salon & Spa

19125 West Road
Woodhaven, MI 48183
2959 Biddle Avenue
Wyandotte, MI 48192

December 27, 2018

Mayor Joseph Peterson
City of Wyandotte
3200 Biddle Avenue,
Wyandotte, Michigan 48192

Dear Mayor Joseph Peterson:

Daybreak Salon & Spa is pleased to be a contributing member of the City of Wyandotte's vibrant downtown retail market since 2015. It is with great pride that we invested in the long vacant Bank of America site and transformed the corner of Biddle & Elm with a bustling business that serves the residents of Wyandotte and beyond. As one of the city's few full-service salon & spas, we proudly bring the cachet of the Aveda and the 45-year reputation of the Daybreak brand.

Upon review of the recent notification to renew Daybreak's Business License, we **respectfully suggest a reconsideration of the current code and categories for licensing assessment.** The existing code currently affects 21 business categories and assigns a fee ranging from \$50 - \$500 annually. This list does not include all business categories within the city, but rather, a seemingly arbitrary group ranging from dance schools to precious gems dealers and including massage when not serviced in a physician or chiropractor practice, a service which Daybreak provides in our full-service spa.

The spirit of our **request is to improve the business climate by revisiting the categorical assignment of fees to include all businesses within the city rather than unfairly "taxing" unrelated categories.** As a board member of the Woodhaven Downtown Development

Authority, I have observed a general business licensing fee practice that reasonably and equitably requires all businesses within the city to contribute in a parity partnership.

I have met with Clerk Stec's office and they support the review and reconsideration of this code.

This letter serves as a **formal request to be have our business license renewal fees waived or reduced** in light of the above.

I am available at your convenience to discuss the proposed changes and appreciate in advance your thoughtful consideration of a more equitable business licensing practice for the City of Wyandotte.

Respectfully,



Gary Rushlow, Owner Daybreak Salon & Spa

Enclosure

cc: Beth Lekity blekity@wyandottemi.gov

"Our mission is to create outer beauty beginning with inner harmony and wellbeing. Our team of continually educated and progressive professionals strives to provide a relaxing and friendly experience at every visit."

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that the letter from Mr. Gary Rushlow of Daybreak Salon & Spa regarding the review of business license classifications and fees has been received and placed on file and is hereby referred to the City Attorney and City Clerk.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # **11**

ITEM: Appointment to the Cultural & Historical Commission

PRESENTER: Mayor Joseph R. Peterson

INDIVIDUALS IN ATTENDANCE: Mayor Joseph R. Peterson *JRP*

BACKGROUND: Sandra Adkins has submitted a letter of resignation from the Cultural & Historical Commission. Resident Don Gutz of 1553 7th, Wyandotte MI, has submitted a resume to serve on the commission to fill the unexpired term.

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: Adopt a resolution supporting the appointment of Don Gutz, as a member of the Cultural & Historical Commission. Term to expire December 2020.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: n/a

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS:

Resignation email from Sandra Adkins and resume from Don Gutz.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 14, 2019

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council hereby ACCEPTS the resignation of Sandra Adkins from the Cultural & Historical Commission and thanks her for her service; and

BE IT FURTHER RESOLVED that the City Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Don Gutz of 1553 7th St., Wyandotte, MI to fill the unexpired term of Sandra Adkins. Term to expire December 2020.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Joseph R. Peterson

From: Miss Daisy <missdaisy55@yahoo.com>
Sent: Tuesday, December 11, 2018 7:21 PM
To: mayor@wyan.org; rdesana@wyan.org; Isabuda@wyan.org; mmaiani@wyan.org; ccalvin@wyan.org; dschultz@wyan.org; ralderman@wyan.org; Ken Munson
Subject: Resignation from Historical Commission

12/11/2018 Mayor Peterson, This letter is to inform you that as of the above date I am giving my official resignation from my seat on the Historical Commission. It has been my honor to have been a commissioner for the past two years and hopes that my participation in the Antiques Auction, The All-stars Vintage baseball game, The Cemetery Walk and being a part of the Salvage Program run by Eula Grooms was helpful. Due to personal circumstances, I am unable to continue. I would also like to thank you and the Council for my appointment. Sincerely, Sandra Adkins

Don Gutz

Wyandotte MI

A Brief History

Relevant Skills

- Extensive experience in custom and specialized photography
- Photoshop and Photo Retouching
- Antique Photo Restoration
- Photo Reconstruction & Digital Photo Manipulation
- Wyandotte Historic Memorabilia Collector
- Event Organizer

Work History

- News Herald Photographer
- Sports Photographer
- Commercial Photography and Advertising

Education

- Roosevelt High School Grad
- Film Lab Apprenticeship nine Years Experience
- Secretarial Computer Course Truman High

Notable Achievements

- Originator and Designer of the Wyandotte Historical Bar Map
- Creator of All Things Wyandotte Historical Media Group
- Graphic Art & Design Including the Re-Elect Joe Peterson Campaign Effort

Objective and Future Endeavors

- Plan and Design New Park Monument Dedicated to the Wyandotte Ship Builders

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council hereby ACCEPTS the resignation of Sandra Adkins from the Cultural & Historical Commission and thanks her for her service; and

BE IT FURTHER RESOLVED that the City Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Don Gutz of 1553 7th St., Wyandotte, MI to fill the unexpired term of Sandra Adkins. Term to expire December 2020.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # 12

ITEM: Charter Amendment – Operating Millage

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The final year of the five-year supplemental operating millage approved by the voters in 2014 occurred in the prior year (2018). On October 8, 2018, the City Council was advised that the City's forecasted financial position warrants an additional supplemental operating millage in order to maintain the current level of services being delivered to the citizens. The City Council referred this recommendation to the City Attorney for preparation of the necessary ballot language and returned to the City Council for approval. Attached you will find the ballot language which should be approved and placed on the ballot for a May 2019 special election.

STRATEGIC PLAN/GOALS: To provide the finest services and quality of life. To be financially responsible.

ACTION REQUESTED: Adopt the attached a resolution that requests a charter amendment to increase the charter tax rate limitation for general operating purposes be submitted to the qualified electors of the City at the next available election date.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The City will realize approximately \$1,620,000 in additional tax revenue in the first year if the charter amendment is approved.

IMPLEMENTATION PLAN: Upon affirmative vote of five (5) members of the City Council, the City Clerk will forward the proposed charter amendment to the Governor of the State of Michigan and the Attorney General for approval.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: *W. Looch*

MAYOR'S RECOMMENDATION: *AdP.*

LIST OF ATTACHMENTS: 1. Request for Council Action – October 8, 2018

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 14, 2019

RESOLUTION by Councilmember

RESOLVED by the City Council that

**RESOLUTION PROPOSING CHARTER AMENDMENT TO INCREASE
CHARTER TAX RATE LIMITATION FOR GENERAL OPERATING PURPOSES**

**City of Wyandotte, County of Wayne
State of Michigan**

At the regular meeting of the City Council of the City of Wyandotte, County of Wayne, State of Michigan, held on the 14th day of January, 2019, in the Council Chambers at the City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, at 7:00 o'clock p.m., Eastern Daylight Time.

BE IT RESOLVED, by the City Council of the City of Wyandotte, Michigan, as follows:

1. The City Council by at least a three-fifths votes of its members-elect, pursuant to the authority granted by Act 279, Public Acts of Michigan, 1909, as amended, proposes that Section 5 of Chapter XIII of the City Charter of the City of Wyandotte, shall be amended to read as follows:

Chapter XIII. Finance and Taxation

Section 5. The aggregate amount which the council may raise by general tax upon the taxable real and personal property in the city for the purpose of defraying the general expenses and liabilities of the corporation, and for all purposes for which the several general funds mentioned in section 4 of this chapter are constituted (exclusive of taxes for schools and schoolhouse purposes) shall not, except as herein otherwise provided, exceed in one year, one and one-fourth (1 ¼) per cent, provided that the council may also raise such further money annually, not exceeding three (3) mills on the dollar of the assessed valuation of the property in the city as may be necessary to provide an interest and sinking fund to pay the funded debts of the city and interest thereon. In addition, the city shall levy an ad valorem tax in an

amount of .175 of one per cent (1.75 mills) on the dollar of the assessed valuation of all such real and personal property in the city for a period of three (3) years, from 2011 through 2013, for general operating purposes of the City. In addition, the city shall levy an ad valorem tax in an amount of three tenths (.30) of one per cent (3 mills) on the dollar of the assessed valuation of all such real and personal property in the city for a period of five (5) years, from 2014 through 2018, for general operating purposes of the City. In addition, the City shall levy an ad valorem tax in an amount of three tenths (.30) of one per cent (3 mills) on the dollar of the assessed valuation of all such real and personal property in the City for a period of five (5) years, from 2019 through 2023, for general operating purposes of the City.

The existing Section 5 of Chapter XIII of the City Charter of the City of Wyandotte to be altered by such proposal, if adopted, now reads as follows:

Chapter XIII. Finance and Taxation

Section 5. The aggregate amount which the council may raise by general tax upon the taxable real and personal property in the city for the purpose of defraying the general expenses and liabilities of the corporation, and for all purposes for which the several general funds mentioned in section 4 of this chapter are constituted (exclusive of taxes for schools and schoolhouse purposes) shall not, except as herein otherwise provided, exceed in one year, one and one-fourth (1 $\frac{1}{4}$) per cent, provided that the council may also raise such further money annually, not exceeding three (3) mills on the dollar of the assessed valuation of the property in the city as may be necessary to provide an interest and sinking fund to pay the funded debts of the city and interest thereon. In addition, the city shall levy an ad valorem tax in an amount of .175 of one per cent (1.75 mills) on the dollar of the assessed valuation of all such real and personal property in the city for a period of three (3) years, from 2011 through 2013, for general operating purposes of the City. In addition, the City shall levy an ad valorem tax in an amount of three tenths (.30) of one per cent (3 mills) on the dollar of the assessed valuation of all such real and personal property in the City for a period of five (5) years, from 2014 through 2018, for general operating purposes of the City.

2. The proposed amendment to Section 5 of Chapter XIII shall be submitted to the electors in the following form:

**WYANDOTTE CITY CHARTER AMENDMENT
FOR OPERATING MILLAGE**

Shall Section 5 of Chapter XIII of the City Charter of the City of Wyandotte be amended to require the levy of an ad valorem tax in an amount of three tenths of one percent of the assessed value (3 mills) for a period of five (5) years, from 2019 through 2023, on all real and personal property subject to taxation in the city as new additional millage for the purpose of providing additional funds for general operating purposes? It is estimated that 3.0 mills would raise approximately \$1,620,000.00 when first levied in 2019.

[] YES

[] NO

3. The City Clerk shall transmit copies of the proposed amendment of Section 5 of Chapter XIII of the City Charter to the Governor of the State of Michigan for approval, and transmit a copy of the foregoing statement of purpose of the proposed amendment to the Attorney General of the State of Michigan for approval, as required by law.

4. The proposed charter amendment of Section 5 of Chapter XIII shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at a special City election to be held in the City of Wyandotte, the 7th day of May, 2019, and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of the electors as required by law.

5. The proposed amendment of Section 5 of Chapter XIII shall be published in full together with the existing charter provision altered or abrogated thereby as part of the notice of election.

6. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Wyandotte.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

I move the adoption of the foregoing resolution.

MOTION by Councilmember

Supported by Councilmember

YEAS

COUNCILMEN

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

**CITY OF WYANDOTTE, MICHIGAN
CERTIFIED RESOLUTION
2018-431**

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

UNDER THE DATE OF: October 8, 2018

MOVED BY: Councilperson Sabuda

SUPPORTED BY: Councilperson Alderman

RESOLVED by the City Council that the recommendation from the City Administrator to place a charter amendment relative to the charter-authorized operating millage rate on the next available election ballot is received and placed on file; AND

FURTHER, concurs with the recommendation to have the Department of Legal Affairs prepare the necessary ballot language for City Council approval; AND

FURTHER, instructs this information to be presented back to the City Council prior to the deadline established by the State of Michigan and the County of Wayne for the next available election.

Motion unanimously carried.

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on October 8, 2018 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.

A handwritten signature in dark ink, appearing to read 'Lawrence S. Stec', is written over a horizontal line.

**Lawrence S. Stec
City Clerk**

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: October 8, 2018

AGENDA ITEM # ~~11~~

ITEM: Charter Amendment – Operating Millage

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City's General Fund continues to project a revenue shortfall as a result of the sharp decrease in taxable value which occurred in 2008. Previously, in November of 2011, the City Council approved a ballot question asking to increase the operating millage by an additional 1.75 mills for a three (3) year period which was approved by the voters. In May of 2014, the City Council approved a ballot question asking to increase the operating millage by an additional 3.00 mills for a five (5) year period which essentially replaced the previous additional operating millage approved in 2011. This additional operating millage was again approved by the voters and is scheduled to expire at the end of the 2019FY.

The City's taxable value continues to be 17% less than its peak in 2006. This loss of taxable value results in an annual reduction in tax revenue from the normal operating millage of \$1,329,000. In addition, the following annual expenditures have increased dramatically since that time:

1. Defined Benefit Retirement Contribution - \$1,215,000 annually
2. Retiree Health Care Expenditures - \$952,000 annually
3. Active Employee Healthcare Costs - \$105,000 annually (net of reductions in personnel)

As a result, the preliminary 5-Year Financial Forecast for the City's General Fund for the 2019FY budget indicates the following annual shortfall in revenue:

2019FY -	(112,650)
2020FY -	(1,628,971)
2021FY -	(1,436,303)
2022FY -	(1,440,419)

Attached is a draft resolution that would again place a millage increase on the ballot for voter approval. The additional 3.00 operating mills approved in May, 2014, will end with the current (2019) fiscal year which is the primary reason for the significant projected shortfall beginning in the 2020FY.

The "renewal" of the 3.00 mills would reduce the estimated shortfall to the following:

2020FY - (414,468)
2021FY - (192,055)
2022FY - (175,448)

Based on this information, it is recommended that three (3) mills be submitted to the voters for a period of five (5) years.

The State of Michigan's deadline for ballot wording is currently unknown for the 2019 election year. Based on prior year information though, the deadline for a May election would be early February. Thus, it is prudent to get approval for the ballot wording in the event an election is called in May of 2019.

STRATEGIC PLAN/GOALS: To provide the finest services and quality of life. To be financially responsible.

ACTION REQUESTED: Concur with the recommendation and direct the Department of Legal Affairs to prepare the necessary ballot language to increase the charter tax rate limitation for general operating purposes for City Council approval.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The City will realize approximately \$1,620,000 in additional tax revenue in the first year if the charter amendment is approved.

IMPLEMENTATION PLAN: City Administrator to work with the Department of Legal Affairs to prepare the ballot language to be approved by the City Council which will then be forwarded to the State's Attorney General for approval prior to the deadline to be provided to the County Clerk.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS:

1. Ballot Question and Results - November 8, 2011
2. Ballot Question and Results - May 6, 2014

MODEL RESOLUTION:

Resolved by the City Council that the recommendation from the City Administrator to place a charter amendment relative to the charter-authorized operating millage rate on the next available election ballot is received and placed on file and

FURTHER, concurs with the recommendation to have the Department of Legal Affairs prepare the necessary ballot language for City Council approval and

FURTHER, instructs this information to be presented back to the City Council prior to the deadline established by the State of Michigan and the County of Wayne for the next available election.

I move the adoption of the foregoing resolution.

MOTION by
Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Desana
Maiani
Sabuda
Schultz

Unofficial Results												
City of Wyandotte												
Wyandotte City Charter Amendment for Operating Millage												
May 6, 2014												
Election Results	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Precinct 5	Precinct 6	Precinct 7	Precinct 8	Precinct 9	Precinct 10	Totals	
Operating Millage Proposal	Shall Section 5 of Chapter XIII of the City Charter of the City of Wyandotte be amended to require the levy of an ad valorem tax in an amount of three tenths of one percent of the assessed value (3 mills) for a period of five (5) years, from 2014 through 2018, on all real and personal property subject to taxation in the city as new additional millage for the purpose of providing additional funds for general operating purposes? It is estimated that 3 0 mills would raise approximately \$1,112,000 when first levied in 2014											
	72	215	121	171	164	139	102	206	278	121	1589	
	68	73	68	60	79	110	57	83	120	41	759	
Voters That Voted	140	289	190	231	245	250	163	294	398	162	2362	
	1504	2415	1585	2104	2343	2301	1577	1850	2411	1436	19,526	
	9%	12%	12%	11%	10%	11%	10%	16%	17%	11%	12%	
Registered Voters												
Percentage of Turn Out												


 William R. Griggs
 City Clerk

**City of Wyandotte
Special Election
Nov. 8, 2011
Unofficial Results**

Operating Millage	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Precinct 5	Precinct 6	Precinct 7	Precinct 8	Precinct 9	Precinct 10	Totals
Yes	146	314	207	248	277	253	162	335	415	182	2539
No	129	154	128	155	154	167	118	151	214	99	1469
											0
											0
											0
Voters that Voted	278	471	337	404	431	420	282	487	630	283	4023
Registered Voters as of 10-11-11	1480	2364	1580	2134	2315	2244	1558	1825	2343	1431	19274
% of turn out per Precinct	19%	20%	21%	19%	19%	19%	18%	27%	27%	20%	21%

Totals

Yes	2539
No	1469


William R. Griggs
City Clerk

Total Votes
Registered
Percentage

4023
19274
0.20873

RESOLUTION

DATE: October 8, 2018

RESOLUTION by Councilperson _____

RESOLVED by the City Council that the recommendation from the City Administrator to place a charter amendment relative to the charter-authorized operating millage rate on the next available election ballot is received and placed on file; AND

FURTHER, concurs with the recommendation to have the Department of Legal Affairs prepare the necessary ballot language for City Council approval; AND

FURTHER, instructs this information to be presented back to the City Council prior to the deadline established by the State of Michigan and the County of Wayne for the next available election.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

RESOLUTION PROPOSING CHARTER AMENDMENT TO INCREASE CHARTER TAX RATE LIMITATION FOR GENERAL OPERATING PURPOSES

**City of Wyandotte, County of Wayne
State of Michigan**

At the regular meeting of the City Council of the City of Wyandotte, County of Wayne, State of Michigan, held on the 14th day of January, 2019, in the Council Chambers at the City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, at 7:00 o'clock p.m., Eastern Daylight Time.

BE IT RESOLVED, by the City Council of the City of Wyandotte, Michigan, as follows:

1. The City Council by at least a three-fifths votes of its members-elect, pursuant to the authority granted by Act 279, Public Acts of Michigan, 1909, as amended, proposes that Section 5 of Chapter XIII of the City Charter of the City of Wyandotte, shall be amended to read as follows:

Chapter XIII. Finance and Taxation

Section 5. The aggregate amount which the council may raise by general tax upon the taxable real and personal property in the city for the purpose of defraying the general expenses and liabilities of the corporation, and for all purposes for which the several general funds mentioned in section 4 of this chapter are constituted (exclusive of taxes for schools and schoolhouse purposes) shall not, except as herein otherwise provided, exceed in one year, one and one-fourth (1 ¼) per cent, provided that the council may also raise such further money annually, not exceeding three (3) mills on the dollar of the assessed valuation of the property in the city as may be necessary to provide an interest and sinking fund to pay the funded debts of the city and interest thereon. In addition, the city shall levy an ad valorem tax in an amount of .175 of one per cent (1.75 mills) on the dollar of the assessed valuation of all such real and personal property in the city for a period of three (3) years, from 2011 through 2013, for general operating purposes of the City. In addition, the city shall levy an ad valorem tax in an amount of three tenths (.30) of one per cent (3 mills) on the dollar of the assessed valuation of all such real and personal property in the city for a period of five (5) years, from 2014 through 2018, for general operating purposes of the City. In addition, the City shall levy an ad valorem tax in an amount of three tenths (.30) of one per cent (3 mills) on the dollar of the assessed valuation of all such real and

personal property in the City for a period of five (5) years, from 2019 through 2023, for general operating purposes of the City.

The existing Section 5 of Chapter XIII of the City Charter of the City of Wyandotte to be altered by such proposal, if adopted, now reads as follows:

Chapter XIII. Finance and Taxation

Section 5. The aggregate amount which the council may raise by general tax upon the taxable real and personal property in the city for the purpose of defraying the general expenses and liabilities of the corporation, and for all purposes for which the several general funds mentioned in section 4 of this chapter are constituted (exclusive of taxes for schools and schoolhouse purposes) shall not, except as herein otherwise provided, exceed in one year, one and one-fourth (1 ¼) per cent, provided that the council may also raise such further money annually, not exceeding three (3) mills on the dollar of the assessed valuation of the property in the city as may be necessary to provide an interest and sinking fund to pay the funded debts of the city and interest thereon. In addition, the city shall levy an ad valorem tax in an amount of .175 of one per cent (1.75 mills) on the dollar of the assessed valuation of all such real and personal property in the city for a period of three (3) years, from 2011 through 2013, for general operating purposes of the City. In addition, the City shall levy an ad valorem tax in an amount of three tenths (.30) of one per cent (3 mills) on the dollar of the assessed valuation of all such real and personal property in the City for a period of five (5) years, from 2014 through 2018, for general operating purposes of the City.

2. The proposed amendment to Section 5 of Chapter XIII shall be submitted to the electors in the following form:

**WYANDOTTE CITY CHARTER AMENDMENT
FOR OPERATING MILLAGE**

Shall Section 5 of Chapter XIII of the City Charter of the City of Wyandotte be amended to require the levy of an ad valorem tax in an amount of three tenths of one percent of the assessed value (3 mills) for a period of five (5) years, from 2019 through 2023, on all real and personal property subject to taxation in the city as new additional millage for the purpose of providing additional funds for general operating purposes? It is estimated that 3.0 mills would raise approximately \$1,620,000.00 when first levied in 2019.

☐ YES

☐ NO

3. The City Clerk shall transmit copies of the proposed amendment of Section 5 of Chapter XIII of the City Charter to the Governor of the State of Michigan for approval, and

transmit a copy of the foregoing statement of purpose of the proposed amendment to the Attorney General of the State of Michigan for approval, as required by law.

4. The proposed charter amendment of Section 5 of Chapter XIII shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at a special City election to be held in the City of Wyandotte, the 7th day of May, 2019, and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of the electors as required by law.

5. The proposed amendment of Section 5 of Chapter XIII shall be published in full together with the existing charter provision altered or abrogated thereby as part of the notice of election.

6. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Wyandotte.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # 13

ITEM: City of Wyandotte Master Plan - DRAFT

PRESENTER: Todd A. Drysdale, City Administrator 

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: As you are aware, the City has commenced an update of the Master Plan with the assistance of grant funding provided by the State of Michigan through our participation in the Redevelopment Ready Communities Program. A draft Master Plan has been produced and is attached.

The State of Michigan Municipal Planning Act (PA 33 of 2008) requires the Planning Commission to submit the proposed master plan to the legislative body, and requires the legislative body to approve the distribution of the proposed Master Plan. The process of adopting a Master Plan shall not proceed further until this process has occurred. With approval to distribute, statute requires the draft plan to be submitted to the following entities: contiguous municipalities and townships, county and regional planning commissions, utility, railroad, and public transportation agencies, county road commission, and the State transportation department. The review period established by statute is 63 days. All comments are advisory only, but modifications to the plan can be made. In addition to those entities required by statute, throughout the review period staff will continue to provide outreach to the community as a whole, including local agencies and stakeholders, for input and engagement into the draft plan. At the culmination of the 63-day review period, the draft plan would be edited to include comments if/when appropriate, and submitted to the Planning Commission at the April 18, 2019 meeting. The draft Master Plan and Future Land Use Map have already been reviewed by the Planning Commission.

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 to direct the City Administrator to post and distribute the draft Master Plan to all neighboring communities, required parties, and interested parties for the 63-day review period as outlined in the State of Michigan Municipal Planning Act (PA 33 of 2008).

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Place the draft Master Plan on City's website and distribute to all neighboring communities and required and interested parties for the 63-day review period as outlined in the State of Michigan Municipal Planning Act (PA 33 of 2008).

COMMISSION RECOMMENDATION: Concur

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *AdP.*

LIST OF ATTACHMENTS

1. Draft Master Plan
2. Draft Future Land Use Map
3. Planning Commission Resolution regarding draft Master Plan dated December 20th, 2018

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 14, 2019

RESOLUTION by Councilperson_____

WHEREAS, the State of Michigan Municipal Planning Act (PA 33 of 2008) requires the Planning Commission to submit the proposed master plan to the legislative body, and requires the legislative body to approve the distribution of the proposed master plan.

NOW, THEREFORE, BE IT HERBY RESOLVED, that the City of Wyandotte, Michigan through its City Council, directs the City Administrator to post and distribute the draft Master Plan to all neighboring communities and required and interested parties for the 63-day review period as outlined in the State of Michigan Municipal Planning Act (PA 33 of 2008).

I move the adoption of the foregoing resolution.

MOTION by
Councilperson_____

Supported by Councilperson_____

YEAS

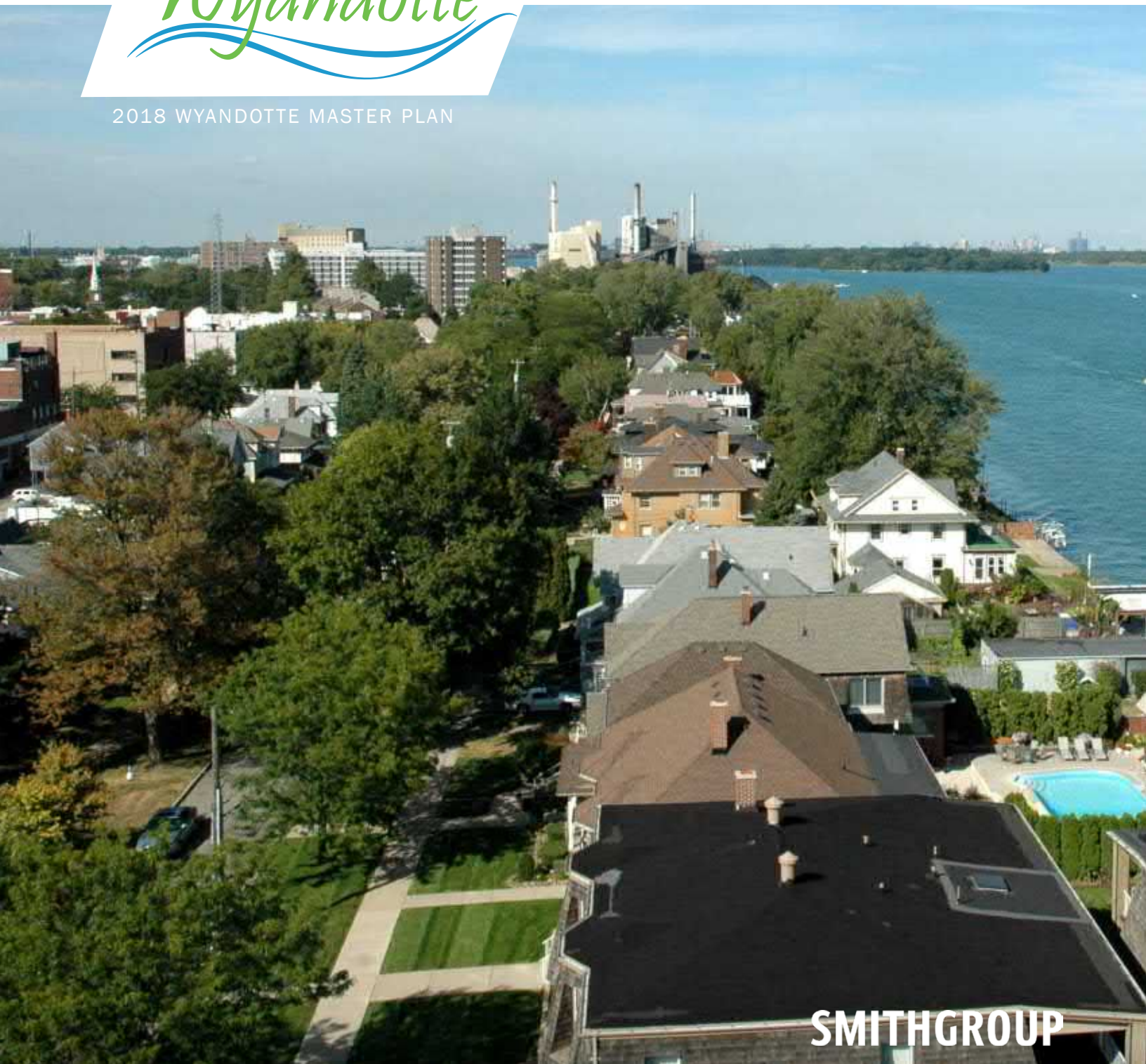
COUNCIL

NAYS

Alderman
Calvin
Desana
Maiani
Sabuda
Schultz

Plan *Wyandotte*

2018 WYANDOTTE MASTER PLAN



SMITHGROUP

DRAFT: DECEMBER 2018

ACKNOWLEDGMENTS

CITY COUNCIL

Joseph R. Peterson (Mayor)
Robert Alderman
Chris Calvin
Robert A. DeSana
Megan Maiani
Leonard T. Sabuda
Donald Schultz

PLANNING COMMISSION

David Adamczyk
Robert J. Benson
Barbara Duran
Elizabeth Krimmel
Charles Lupo
Greg Mayhew
Raymond Parker
Stanley Pasko (chair)
Stanley A. Rutkowski

STEERING COMMITTEE

Robert K. Alderman
Christopher Calvin
Barbara Duran
Todd A. Drysdale
Mark Kowalewski
Gregory Mayhew
Megan Maiani
Charles L. Mix
Stanley J. Pasko
Natalie Rankine
Kelly Roberts
Patricia H. Slack
Benjamin Tallerico

STAKEHOLDER INTERVIEWS

Catherine Cost (Wyandotte School District)
Hannan Deep (Wyandotte Hospital)
Todd A. Drysdale (City Administrator)
Chris Calvin (City Council)
Joe Daly (Daly Merritt)
David Fuller (Wyandotte Information Technology)
Joe Gruber (former DDA Director)
Sarah Jordan (Wyandotte Museum Director)
Peter Karadjoff (Wyandotte Hospital)
Mark Kowalewski (City Engineer)
Paul LaManes (Wyandotte Municipal Services)
Justin Lanagan (Director of Recreation)
Rod Lesko (Wyandotte Municipal Services)
Anne Madjlinger (DDA member)
Megan Maiani (City Council)
Stanley J. Pasko (Planning Commission Chair)
Joseph R. Peterson (Mayor)
Greg Plfum (BASF)
Peter Rose (Chelsea)
Gib Rose (Chelsea)
Patricia A. Slack (DDA Chair)
Benjamin Tallerico (Planning Consultant)
Heather Theide (Wyandotte Special Events)

PUBLIC

Thank you to the residents that participated in the open house, online engagement, and provided input during the public review process.

Support for this plan was provided by the Redevelopment Ready Communities Program.

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Resolution of Adoption



01. INTRODUCTION





A. WHAT IS A MASTER PLAN?

The Master Plan is a policy document created by the City of Wyandotte to guide the future growth and development of the city. A sound master plan helps ensure that Wyandotte remains a highly desirable place to live, work, or visit. This can be accomplished by preserving and enhancing the qualities of the city that the residents, businesses, and property owners consider important. The plan also allows the city to respond to new trends and approaches.

The Master Plan identifies and analyzes the city's challenges and opportunities to create a set of goals, objectives, and recommendations to direct decisions regarding future land use, neighborhood and transportation improvements, and economic development. Because the plan offers a balance between the interests and rights of private property owners with those of the entire community, it effectively assists city leaders in making substantive, thoughtful decisions for the community while considering long-term implications.

The authority to adopt a new Master Plan or amend an existing Plan is permitted under Michigan law, PA 33 of 2008, as amended. This law authorizes the Planning Commission to prepare and adopt a Master Plan which best promotes health, safety, order, convenience, prosperity and general welfare. The Plan considers efficiency and economy in the process of development; including providing for the following:

- Adequate provisions for traffic
- Healthful and strategic distribution of population
- Good civic design and arrangement
- Wise and efficient expenditure of public funds
- Adequate provisions for public utilities and other public services

Public Act 33 also requires the Planning Commission to review the Plan every five years and determine whether to a) amend the plan, b) adopt a new plan, or c) leave the plan as is. This plan replaces the 1994 plan, last amended in 2013 updating the goals, strategies, and reorganizing the plan into a framework based on guiding principles.

THE DIFFERENCES BETWEEN A MASTER PLAN AND A ZONING ORDINANCE

The Master Plan provides a general direction for future development. It does not change the zoning map or text applying to any property. One way the plan is implemented may be through zoning ordinance and/or map amendments. A Master Plan is flexible in order to respond to changing conditions and it is not a binding legal document. The Master Plan shows how land is to be used in the future; while the Zoning Ordinance regulates the use of land at a particular point in time. The Zoning Plan (required by state law and included in the Implementation chapter) ties the Master Plan to the zoning ordinance by outlining how future land use categories relate to zoning districts.

Some of the differences between the master plan and the zoning ordinance are listed below.

Master Plan	Zoning Ordinance
Provides general policies, a guide	Provides specific regulations, the law
Describes what should happen in the future – recommended land use for the next 20 years, not necessarily the recommended use for today	Describes what is and what is not allowed today, based on existing conditions
Includes recommendations that involve other agencies and groups	Deals only with development-related issues under City control
More flexible guidance to respond to changing conditions	Fairly rigid, requires formal amendment to change

B. RELATIONSHIP TO PREVIOUS PLANS

Several recent plans and initiatives provide the foundation for this master plan and supplement the recommendations provided here.

STRATEGIC PLAN

City Council's 2010-2015 Strategic Plan provided a long-term vision and goals and objectives to guide the city's strategy during that period. These goals are still relevant and embedded into this Master Plan.

DOWNTOWN STRATEGIC PLAN

The DDA's Strategic Plan was most recently updated in 2017 and guides the programming, capital improvements, and projects in Wyandotte's downtown.

DOWNRIVER TARGET MARKET ANALYSIS

A regional housing Target Market Analysis completed in 2017 provided a snapshot of the future potential for different types of housing units, especially "missing middle" units in Wyandotte, such as duplexes, townhomes, and live/work units. While single-family units continue to be the predominant housing type existing and desired by potential future residents, there is considerable potential for integrating additional housing types into the city.

HOTEL FEASIBILITY

This 2015 study provides the basis for the recommendation in the redevelopment chapter of this plan for a hotel at the corner of Third and Eureka. This study examined the economic conditions, retail leakage, and demand for a hotel which concluded that a 50-60 room upper midscale hotel would likely be feasible. As markets change regularly, any future recruitment of a hotel developer would be dependent upon current economic conditions.

HEALTHY COMMUNITY INITIATIVE (DDA/MSU)

A Michigan State University practicum report from 2017 provided recommendations to the DDA to support healthy living and walkability. In particular, this study supports this plan's recommendation of a future non-motorized plan to provide a framework for future roadway improvements for safety, bike routes, and transit stop improvements. This study also recommends additional housing units near downtown that promote walkability, continued support for the community garden and farmer's market, and using the alleys as a potential alternative to bike lanes on Biddle.

REGIONAL ECONOMIC DEVELOPMENT STRATEGY

SEMOG's 2016 regional economic development strategy provides the foundation for the Wyandotte economic development strategy featured in chapter 4 of this plan.

DOWNRIVER LINKED GREENWAYS INITIATIVE

Begun in 1999, the Downriver Linked Greenways Initiative has been a regional strategy for linking trails and greenways. Its vision is to connect 17 communities with a system of trails across the region.

C. PLANNING PROCESS

- The Planning Commission kicked off the process in June 2017 by reviewing draft goals based on previous planning efforts.
- Stakeholder interviews were held on August 30, 2017 at City Hall. City staff, appointed and elected officials, and local business owners were interviewed to get a pulse on economic and redevelopment trends in the City and Downtown. Follow up telephone interviews were conducted with those that could not make the day of in-person interviews.
- Public Open House – September 19, 2017 at Downriver Center for the Arts engaged residents on their vision for Wyandotte.
- Online Public Engagement - coinciding with the Public Open House, an online platform at “planwyandotte.com” was launched to gain similar feedback as the open house from those who could not attend in person.
- Master Plan Subcommittee - a subset of planning commissioners, staff, and DDA representatives met to discuss development of the plan. A meeting on redevelopment sites was held February 6, 2018. The subcommittee reviewed the draft plan in fall of 2018.
- The newly formed Economic Development Committee met in July 2018 to review the draft Economic Development and Redevelopment chapters of the plan.

For a complete summary of public comments, please see the Appendix.

D. PLAN FRAMEWORK AND GOALS

This plan is organized into four main parts. The first, **Community Assets and Quality of Life** chapter focuses on the attributes that make Wyandotte great today. It provides recommendations related to **Neighborhoods, Culture, and Connectivity**.

As Wyandotte works to become a Redevelopment Ready Community through the Michigan Economic Development Corporation, this plan emphasizes **Redevelopment and Economic Development** strategies more than the previous plan. Chapters on each topic provide a solid framework for future marketing of the City of Wyandotte and its key redevelopment sites.

The **Implementation** chapter outlines how the plan’s recommendations should be implemented, key responsible parties, and tools. The **Future Land Use** section translates the plan’s recommendations into a physical framework, providing guidance for embedding character and design into future amendments to the zoning ordinance. The **Action Plan** prioritizes the recommendations into a matrix to provide a checklist for annual implementation.

The goals summarized below are repeated in the subsequent chapters of the plan where each topic includes more detail on recommendations and strategies:

NEIGHBORHOODS VISION + GOALS

Preserve and reinvest in Wyandotte’s neighborhoods, which provide the stable foundation of Wyandotte living, while supporting development of new housing choices to meet the changing needs of residents.

- Rehabilitate and maintain the existing housing stock and continue to enforce existing housing, rental, and maintenance codes to ensure neighborhoods remain strong and vital.
- Integrate missing middle housing, especially in and near downtown and along corridors.
- Strengthen partnerships with employers to encourage employees to reside in Wyandotte.

CULTURE VISION + GOALS

Support a rich quality of life through cultural programming, vibrant placemaking, and promoting healthy lifestyles.

- Reinforce Wyandotte's position as a regional cultural destination.
- Improve the visual character of major gateways into the city and downtown via landscape, wayfinding signage, and streetscape improvements.
- Continue to support the Beautification Commission's efforts downtown and seek additional priorities outside the downtown for right-of-way beautification, public art and streetscape improvements.
- Promote active lifestyles by maintaining outstanding parks and recreation facilities that offer a variety of assets and programs.
- Ensure that preserved open space serves a public purpose, such as preserving natural resources, environmental protection, wildlife habitat protection, providing community gardens, supporting active recreation, and similar functions.
- Target redevelopment opportunities in the downtown to further contribute to a vibrant, walkable center with a strong sense of place.
- Continue to prioritize first-floor active storefront uses in downtown.
- Continue to support local food access through programs like the community garden and farmers market.

CONNECTIVITY VISION + GOALS

Provide a safe and convenient transportation system that provides travel choices and balances the needs of all users.

- Create visually attractive gateways into downtown and the city on major roads.

- Minimize the impacts of truck traffic in residential neighborhoods.
- Maintain an interconnected network of sidewalks, prioritizing improvements near schools, parks, and downtown.
- Ensure riverfront development emphasizes public access to the water and remains sensitive to visual and environmental development impacts.
- Continue to build a strong partnership of public and private entities and residents to support regional trail initiatives, including the Iron-Belle Trail and a potential Downriver Riverwalk.
- Create a network of bike routes linking cultural resources, schools, parks, the riverfront, and activity centers throughout the city.
- Improve pedestrian safety and accessibility of crosswalks.

REDEVELOPMENT GOALS

- Continue to place great effort on redevelopment of sites.
- Embrace the uniqueness of each commercial corridor by revising zoning to encourage a greater blending of compatible uses.
- Promote continued reinvestment and a mixture of uses.

ECONOMIC DEVELOPMENT GOALS

- Rebuild and redefine downtown as "Downriver's Downtown"
- Further develop the riverfront as a destination.
- Continue to expand and develop relationships with major employers to facilitate continued corporate and community prosperity.
- Continue to expand and deepen relationships with local institutions, community groups, the Chamber and DDA to maximize the use of scarce time and money.
- Continue to encourage and support business start-ups and entrepreneurial endeavors.



02 . **COMMUNITY ASSETS AND QUALITY OF LIFE**



A. NEIGHBORHOODS

Intrinsic to the success of Wyandotte's neighborhoods are the creation, preservation and rehabilitation of the housing stock, the availability of home ownership, the proximity to community facilities and services, and housing options for all segments of the population.

People looking for a place to live, or deciding whether to stay within a geographic area, typically focus on several factors. These factors include the character of the neighborhood/immediate area, quality of the public school system, distance from the workplace, perceptions of home value appreciation, the diversity of housing available to meet changing needs and income levels, among other issues.

Wyandotte offers a range of housing opportunities including single-family residential, multi-family residential (low to high density apartment or condominium developments), and townhouses. This section identifies ways to continue to preserve existing housing stock and diversify new housing opportunities for various income and age groups.



NEIGHBORHOODS VISION + GOALS

Preserve and reinvest in Wyandotte's neighborhoods, which provide the stable foundation of Wyandotte living, while supporting development of new housing choices to meet the changing needs of residents.

- Rehabilitate and maintain the existing housing stock and continue to enforce existing housing, rental, and maintenance codes to ensure neighborhoods remain strong and vital.
- Integrate missing middle housing, especially in and near downtown and along corridors.
- Strengthen partnerships with employers to encourage employees to reside in Wyandotte.

HOUSING OPTIONS FOR CHANGING DEMOGRAPHICS

In order for housing to be affordable for multiple income levels and family types, a balance of owner- and renter-occupied units for a variety of incomes should continue to be provided. Smaller families and couples may desire alternatives to single-family detached, owner-occupied housing, such as townhomes, flats, cottage housing and apartments above storefronts. Other households may choose to rent to maintain mobility. In cases where there may be a trend in renter-occupied single-family homes, the city should monitor housing quality to ensure neighborhood stability.

Like many other communities, Wyandotte has a growing senior population and other demographic indicators are changing. The housing needs of seniors is an important part of the commitment to provide appropriate housing choices for all of its residents. Viable housing options should include remaining at home as long as possible and is especially important to residents who want to stay in the neighborhoods they are most familiar with and be near family and

friends. Retrofitting existing homes to be accessible for seniors desiring to “age in place” could include ramps, wider doorways, and first floor bedrooms and accessible bathrooms. Where “aging in place” is not feasible, special facilities, such as senior independent living, assisted living and congregate care is another important housing option to be provided within the community. New apartments catering to seniors with elevators and at grade entries should be prioritized.

- Encourage a variety of housing types in and near downtown and along major corridors. Apart from adding to housing choice, increased residential density near downtown helps place more customers within walking distance of downtown shops, restaurants and services.
- Continue to encourage mixed-use development (upper floor residential) – particularly in downtown.
- Maintain dialog between major employers concerning the housing needs of employees. Both the City and employers gain when workers live in the community in which they work. It is not uncommon for major employers and institutions to incentivize workers to live in adjacent neighborhoods. Programs can include down payment assistance for home purchases and/or loans for necessary housing improvements.



HOUSING MARKET TRENDS / PREFERENCES

The 2017 Target Market Analysis provides an informative snapshot into the housing market and how Wyandotte can capitalize on shifting housing trends:

- There are about 54 new households moving into the City of Wyandotte each year.
- Of these 54 new households, the majority (39, or 73%) are likely to be renters, and only 15 (27%) are likely to be owners.
- Most of the owners will be inclined to choose detached houses over other formats
- About 25% of new households moving to Wyandotte are inclined to choose triplex or larger buildings - but these formats represent only 13% of the existing stock.
- The City's Median Household Income is \$51,300. The median household income for renters (\$26,100) is significantly less than the median household income for owners (\$62,300).
- There is a need for more choices with contract rents of \$600 or more, including choices with contract rents between \$800 and \$1,200 per month.
- Higher priced units are most likely to be spacious lofts and flats above the street-front retail, overlooking city life along Biddle Avenue.
- Citywide, there are 39 new households seeking attached, Missing Middle Housing formats to rent in Wyandotte each year.

ANNUAL MARKET POTENTIAL

- Potential to add up to 15 new and attached rental units. New units may include conversions from existing space above street-front retail; adaptive reuse of existing structures; conversion of existing detached single-family homes; or new construction in locations that are walkable to the downtown and riverfront.
- There is an annual market for 10 townhouse units. These units would have private entrances, plus generous patios, porches, or balconies. They should also be income-integrated and for-lease to renters (i.e., not owners).
- There is market support for small-scale development of three new flats or lofts annually, which should be developed above the street-front retail in the downtown, and ideally with patios that capture breezes from the Detroit River.
- There is a modest market potential for new owner-occupied units among attached or missing middle housing formats.
- The city could support the addition of 13 "net new" attached housing units. The balance of 26 renter households will choose existing units that are vacated when others move away, and regardless of the availability among newer choices.

SMALL SIZED LOTS

In order to strengthen existing housing and a range of affordable options, new small lot single-family ("cottage style" housing) and attached units should be integrated into Wyandotte's neighborhoods.

Much of Wyandotte's residential areas predominantly exhibit a traditional grid street pattern with small- to moderate-sized lots. Smaller lots and smaller dwelling unit size tend

to be more affordable than larger lot subdivision development while still offering the opportunity for home ownership. As these older neighborhoods continue to age, it will be increasingly important to encourage rehabilitation and identify opportunities for reconstruction of new, smaller housing types, including cottage-style homes. As described earlier, this housing type is becoming more desirable as family sizes shrink and Baby Boomers age.

HOUSING PRESERVATION AND MAINTENANCE

Wyandotte can provide greater choices and support opportunities for new or rehabilitated homes within the existing neighborhood fabric. As neighborhoods age, continued investment in existing structures or quality replacement housing is key to maintaining a strong residential base. Replacement housing built to fit the character of its surroundings has a positive impact on the neighborhood as a whole.

The City of Wyandotte has a strong tradition of being an active force in neighborhood stabilization through strategic property acquisitions and resales. This unique tradition had paid major dividends today and helps explain why newer residential construction is evident in key locations. The City should continue and potentially expand existing efforts to purchase available distressed residential property and sell to buyers willing to reinvest in the property.

Non-profits such as the Wyandotte Community Alliance, have been a powerful agent for neighborhood stabilization, sometimes working in partnership with the City. Non-profit programs and activities should be encouraged and expanded.

Home Stewardship. Residents who take pride in their homes, whether rented or owned, can contribute positively to a neighborhood's image and reinvestment opportunities. Therefore, home stewardship should be supported broadly, beyond owner-occupied residences to include rental home and apartment maintenance.

Expanding outside current city programs may include efforts to support home stewardship by encouraging partnerships with non-profits, agencies, or local home improvement stores to provide community training in home repair skills, mortgage assistance, and providing needed resources, such as tools and materials for physical renovations.

- Continue efforts to enforce existing housing maintenance codes, so that existing housing stock does not deteriorate from negligence. Enhance these efforts where necessary.
- Support, encourage and educate neighborhood organizations as agents to promote property improvement and the construction of infill housing that meets the needs of the market while complementing the existing character of the area.

To support such opportunities, the City may consider developing educational materials and/or guidelines for infill development and rehabilitation that define and are consistent with desired neighborhood character, and provide rehabilitation prototypes for retrofitting aging housing stock with modern amenities and features. Developing simple renovation concepts for typical homes in the community can provide property owners with renovation ideas that might allow them to renovate, reinvest and stay in their current home.



B. CULTURE

Culture and entertainment is an important part of a community's quality of life. Cultural amenities include museums, historic resources, a wealth of ethnic influences, and access to the arts. Cultural resources shape the character of the city, and a shared understanding of the past and future reinforces a sense of community. Entertainment resources, like performance venues, restaurants, night-life, and other attractions help bring people together, contribute to vibrant and successful city districts, and attract outside visitors and investment. Cultural and entertainment resources also attract a diverse population to the city.

The concept of “placemaking” is woven throughout this plan and supports a greater initiative statewide to promote vibrant, healthy, sustainable, attractive communities where people can gather, live, work, shop, and recreate.

CULTURE VISION + GOALS

Support a rich quality of life through cultural programming, vibrant placemaking, and promoting healthy lifestyles.

- Reinforce Wyandotte's position as a regional cultural destination.
- Improve the visual character of major gateways into the city and downtown via landscape, wayfinding signage, and streetscape improvements.
- Continue to support the Beautification Commission's efforts downtown and seek additional priorities outside the downtown for right-of-way beautification, public art and streetscape improvements.
- Promote active lifestyles by maintaining outstanding parks and recreation facilities that offer a variety of assets and programs.
- Ensure that preserved open space serves a public purpose, such as preserving natural resources, environmental protection, wildlife habitat protection, providing community gardens, supporting active recreation, and similar functions.
- Target redevelopment opportunities in the downtown to further contribute to a vibrant, walkable center with a strong sense of place.
- Continue to prioritize first-floor active storefront uses in downtown, especially sustaining retail businesses.
- Continue to support local food access through programs like the community garden and farmers market.

ARTS

Wyandotte has a reputation as an arts hub, due in large part to its successful annual art fair and Downriver Council for the Arts. The City should continue to support initiatives that strengthen this reputation as a destination for artists and shoppers through promoting live/work spaces, galleries, and public art.

Public art programs promote life-long participation and learning in the arts and integrate art into public spaces. They provide opportunities for local and national, established and emerging artists in the area to celebrate the area's diversity. Other cities nationwide have held design competitions for unique streetscape features, public works projects, and other "functional art," including custom bike racks, tree grates, storm drains, benches, garbage bins, light posts, and newspaper stands.



DeSana Arts Center

VIBRANT DOWNTOWN

Already known in the region as a lively, unique, and interesting destination, Downtown will benefit from increased organization, coordination, and promotion of current and expanded cultural, entertainment, and heritage opportunities to strengthen Wyandotte's position as a destination for visitors, residents, and businesses. Entertainment resources like performance venues, restaurants, night-life, retail, and other attractions help bring people together, contribute to vibrant and successful mixed-use districts, and attract outside visitors and investment.

Downtown's role as the city's primary cultural destination is emphasized through assets such as the riverfront, civic center/Yack Arena, and farmer's market. Further enhancement of the riverfront and civic center will be key components to maximizing Downtown's potential. See the Redevelopment chapter for more on these possibilities.



Proposed Alley Activation

ACTIVATING ALLEYS

Alleyways have historically served a utilitarian purpose providing service access, locations for trash dumpsters, utility connections and related services. The alleys over recent time have become forgotten spaces deteriorating into relatively poor conditions. Property owners and the DDA can begin to transform these underutilized back of house spaces into shared public spaces that provide a wider range of public benefits, including:

- Balance the needs and demands for users and adjacent properties / businesses
- Improve circulation for vehicles (including service trucks), pedestrians, and explore the possibility of providing a bicycling alternative to Biddle
- Enhance the safety for all users
- Express the unique character of the area through creative design approaches that are durable as well as beautiful
- Celebrate and incorporate art
- Infiltrate stormwater to reduce drainage problems through the reduction in impervious areas, integration of permeable pavement and reduce the inflow of water into the City's sewers
- Integrate landscape enhancements



CONNECTING THE RIVERFRONT TO DOWNTOWN

- Strengthen the design of Oak Street east of Biddle as a gateway with greater pedestrian emphasis
- Consider complementary amenities to Bishop Park, already a gem in Downtown
- Capitalize on location of city-owned parking lot fronting the river as a development opportunity to support the riverwalk and Bishop Park as an amenity, while maintaining views of river

While Biddle Avenue is the main space for street festivals, Oak Street has less traffic and lower speeds and could be transformed into a commercial shared street. Shared streets are designed to implicitly slow traffic speeds using pedestrian volumes, design, and other cues to slow or divert traffic. Street furniture, including bollards, benches, planters, street lights, sculptures, trees, and bicycle parking, may be sited to provide definition for a shared space, subtly delineating the traveled way from the pedestrian-exclusive area.

The north side of Oak Street already offers several pedestrian amenities such as landscaping, shade trees, benches, and decorative pavers. More recently, a few parking spaces along the south side of Oak Street were converted to outdoor dining areas for an existing restaurant. Oak Street could be enhanced with textured pavement, gateway arch and/or wayfinding signage.

DDA STRATEGIC PLAN

The DDA's Strategic Plan was most recently updated in 2017. It provides the framework for capital improvements, programs, and priorities. Many of its recommendations are included in this plan's action plan.



Shared streets



Waterfront restaurant

To maximize the potential of Oak Street, Bishop Park and the riverfront as an amenity for residents and visitors, the city-owned parking lot could be retrofitted into a low-rise development that would continue the vibrant Downtown fabric to the riverfront. As a city-owned resource, this area provides the ultimate opportunity for the city to leverage its assets as a key stakeholder in redevelopment. A proposed parking structure nearby would alleviate the parking demand, making the riverfront property prime for redevelopment.

A restaurant with outdoor dining space is envisioned for the northeast corner, anchoring the south end of Bishop Park and defining the streetwall along Oak Street. The pedestrian space could be reconfigured between Oak Street and the riverfront to accommodate gathering space and temporary vendor space (food trucks).



Event venue



Farmer's Market

HEALTHY LIVING

Health and wellbeing are essential characteristics of a high quality of life. Health typically refers to the physical and mental health of the community and is influenced by access to sufficient levels of medical care and services, a clean environmental setting, and active lifestyles. Wellbeing includes additional factors, such as access to the outdoors, opportunities to connect with other residents, and access to recreational amenities.

Currently, residents in Wyandotte are well served by existing health care facilities, including Henry Ford Wyandotte Hospital, which provides excellent medical service to the community. The hospital, health-related organizations, and private fitness centers all contribute toward improved community health, but there is a need to promote more active lifestyles. The City can support this through physical improvements (i.e. sidewalks, shared use paths, bike lanes, see Connectivity section) that make it easier to walk and bike and through land use arrangements that create convenient destinations and places to go. Coordinated educational efforts and programming are just as important as physical improvements, such as promoting safe walking to school.

Farmer's Market. Wyandotte's farmer's market provide a focal point for local food activities, allowing growers from the region to sell their produce and other goods. When future redevelopment occurs at the former theater site where the current market sets up shop, the farmer's market can look for indoor spaces in vacant commercial buildings to set up year-round opportunities for fresh and local food.

Community Gardening. Community gardening is a growing initiative that brings residents together to produce food in or near their neighborhoods. Community gardening helps connect people to the land and to the source of their food. They can help "green" neighborhoods by growing vegetation and enhancing neighborhood aesthetics.

While a community garden exists Downtown, there are opportunities for expansion. A system is needed to identify vacant properties, particularly in residential areas, that are most appropriate for a garden. This could include areas near senior housing, neighborhoods with smaller lots, and where interest is strongly demonstrated. Tips on how to start and maintain these gardens could help propel the program.

HEALTHY LIVING DDA/MSU REPORT

An MSU report on Healthy Living for Wyandotte's DDA supports many of the recommendations in this plan. Read that plan for recommendations specific to Downtown. A few of that plan's recommendations support this plan's goals to

- Activate alleys
- Additional downtown housing
- Continue to support community garden and farmer's market

HISTORIC PRESERVATION

Historic preservation connects people to the city's local history by protecting buildings and sites with historical, cultural, and/or architectural significance. From education to regulation, there are a variety of preservation tools to address all applications from preserving local landmarks to rehabilitating commercial districts to residential neighborhoods. Historic preservation in Wyandotte improves property values and enhances the experience of living and working in the city. Wyandotte's unique history and quality historical structures is further enhanced by "heritage tourism" opportunities such as educational tours and activities sponsored by city and regional agencies and associations (i.e. Historical Museum). 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.

PARKS AND RECREATION

Parks and natural systems, such as river corridors, play a vital role in defining the city's quality of life. Public parks and other open spaces provide access to the outdoors for passive or active recreation. These recreational amenities encourage the healthy lifestyles described earlier and help retain and attract residents. High quality and healthy natural systems also help protect public health with clean water, uncontaminated soils, and diverse wildlife and plant communities.

Wyandotte boasts a number of significant parks and natural areas. Shrinking financial resources have created challenges for needed maintenance, improvements and expansion of these facilities and spaces (identified in the Wyandotte Parks and Recreation Plan). Increased coordination between the City, school district, and neighboring communities will help prioritize and optimize park enhancements that best meet the residents' needs.



Ford-MacNichol Home, Wyandotte Museum



Central Fire Station



Bishop Park

C. CONNECTIVITY

COMPLETE STREETS

Historically, transportation decisions were made in the interest of motorized safety, and while such efforts have resulted in improved safety on Michigan roads, they have also resulted in degraded environments for pedestrians, bicyclists, and transit riders. As a public asset, streets represent important connections within a community, provide routes for travel and commerce, and project the first impression that will shape the community's image. Streets should still be preserved for their intended function, but they should also be designed to accommodate all expected users of the street. Careful planning for non-motorized facilities includes an assessment of the existing environment, review of possible alternatives, and a set of recommendations that should be implemented in further detail.

While most of Wyandotte's streets are lined with sidewalks, the city lacks a dedicated bike network. The Community Assets and Connectivity Map provides an initial framework for further study and planning of non-motorized connections throughout Wyandotte. These proposed connections strive to link neighborhoods in all quadrants of the city to key destinations. A combination of off-street bike paths, on-street bike lanes, and bike route signage and sharrows can work together to create a formalized non-motorized network. Sidewalk maintenance and repairs should be prioritized near schools and parks to ensure safe walking and biking for nearby residents.

As part of the Downriver Linked Greenways Initiative, Wyandotte should partner with adjacent communities in the region to connect to the greater greenway network.

CONNECTIVITY VISION + GOALS

Provide a safe and convenient transportation system that provides travel choices and balances the needs of all users.

- Create visually attractive gateways into Downtown and the city on major roads.
- Minimize the impacts of truck traffic in residential neighborhoods.
- Maintain an interconnected network of sidewalks, prioritizing improvements near schools, parks, and Downtown.
- Ensure riverfront development emphasizes public access to the water and remains sensitive to visual and environmental development impacts.
- Continue to build a strong partnership of public and private entities and residents to support regional trail initiatives, including the Iron-Belle Trail and a potential Downriver Riverwalk.
- Create a network of bike routes linking cultural resources, schools, parks, the riverfront, and activity centers throughout the city.
- Improve pedestrian safety and accessibility of crosswalks.



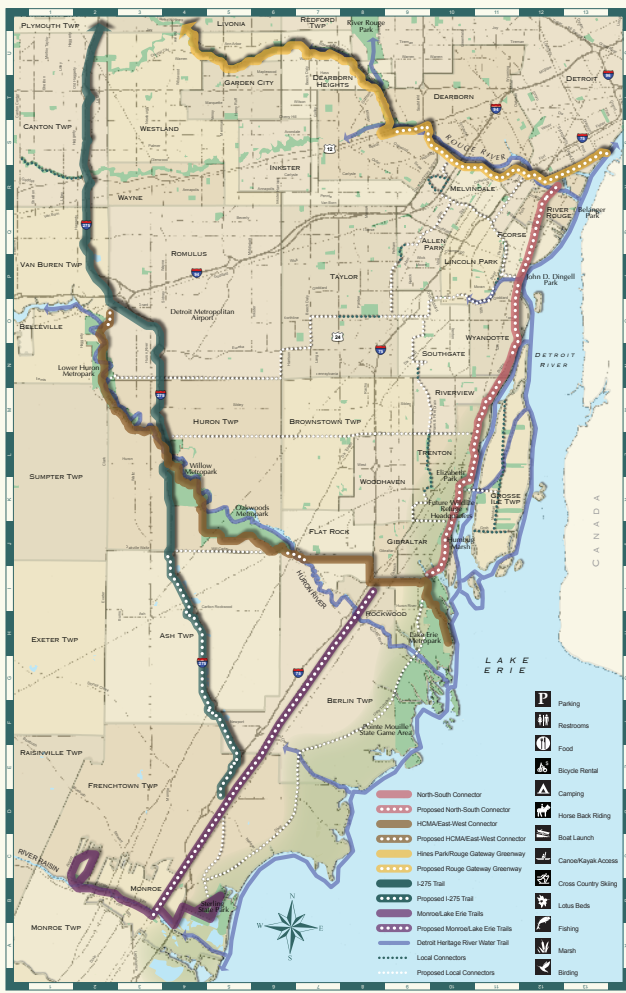
STREET DESIGN IMPROVEMENTS

Lane widths - 11 foot wide lanes can be used instead of a wider dimension where there is a goal to reduce traffic speeds or make a district more walkable. Striping can be used to convert travel lanes for other purposes, such as bike lanes, new on-street parking, widened sidewalks or landscaped areas and other streetscape enhancements.

- Curb bumpouts, mid-block crossings, or wider, specially marked crosswalks should be considered where there is a goal to make it easier to cross the street.
- Improvements like median islands for pedestrian refuge, high visibility crosswalks and pavement markings, and pedestrian signals can all improve the environment for non-motorized users.

2008 Downriver Linked Greenways Initiative Master Plan

Note: As of Fall 2018, Trenton and Detroit have completed additional sections of the North South Connector.



DOWNRIVER LINKED GREENWAYS INITIATIVE

The **North South Connector** is the 2nd “keystone” project for the DLGI and is one of the segments currently being focused on in order for implementation to continue to progress. The North South Connector is a non-motorized trail planned to connect Lake Erie Metropark (and the East West Connector) to the Rouge Gateway Greenway and the City of Detroit. The connector is planned to generally follow Jefferson Avenue (Biddle Avenue in Wyandotte) and/or the Detroit Riverfront.

By its geography, the North South Connector has the potential to integrate into the area’s natural, cultural and industrial heritage offering users a rich experience of the region’s character.



DLGI “Regional Corridors” identified

1. HCMA / East West Connector
2. North South Connector
3. Rouge Gateway Greenway / Hines Park
4. I-275 Trail System
5. Monroe/Lake Erie Trails
6. Detroit Heritage River Water Trail

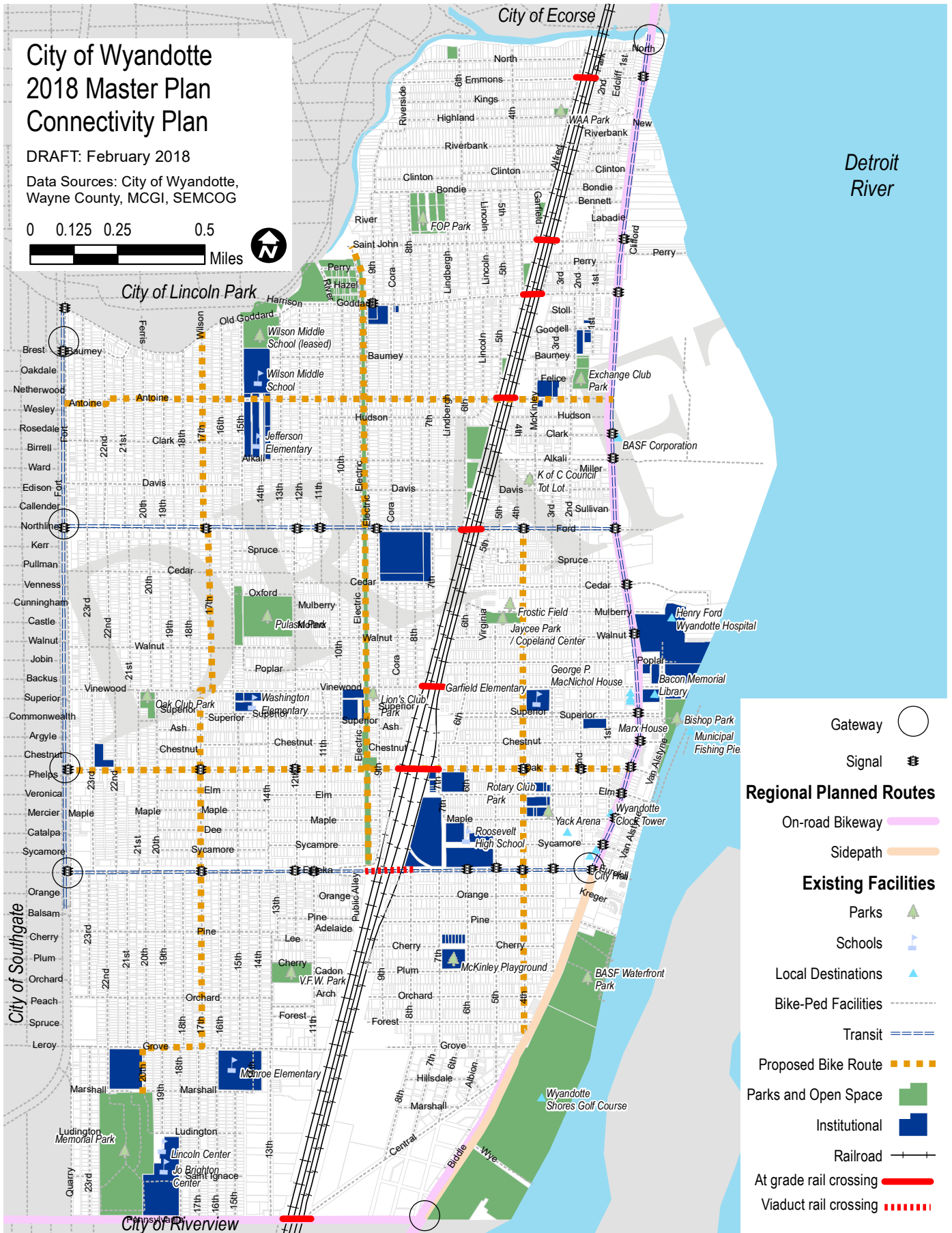
City of Wyandotte 2018 Master Plan Connectivity Plan

DRAFT: February 2018

Data Sources: City of Wyandotte,
Wayne County, MCGI, SEMCOG

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Miles



Detroit
River

Gateway

Signal

Regional Planned Routes

On-road Bikeway

Sidepath

Existing Facilities

Parks

Schools

Local Destinations

Bike-Ped Facilities

Transit

Proposed Bike Route

Parks and Open Space

Institutional

Railroad

At grade rail crossing

Viaduct rail crossing



Bike Lanes: A separate lane for bicyclists

Bike Lanes.

Striping is the most common method of identifying bike facilities. Often implemented as part of a road diet, bike lanes are narrow lanes within the paved portion of the roadway that are striped and marked or colored to indicate their separation from vehicular travel lanes.



Sharrows: remind motorists bikes are permitted to “share the road”

Shared Lanes.

Where separate bike lanes cannot be accommodated, sometimes the bicycle can share travel lanes with vehicles. Such shared use may be identified with signs or pavement markings, but this often just happens along a street.



Pathways: Bike trails that are “off-road”; these are recommended along the utility corridor along Electric Street and along the riverfront, where possible

Separated Pathways.

Pathways, including 8- to 10-foot wide pathways along a street sometimes intended to be shared by pedestrians and bicyclists, trails or greenways, are off-road, multi-use transportation networks. Often they wider than typical sidewalks, and are usually paved, but may be mulched or gravel where the context is appropriate for those materials or for equestrian paths. Pathways may be owned and managed by the community parks and recreation department, the street department, or a non-profit organization.

BENEFITS OF A NON-MOTORIZED SYSTEM

- Provides connections between homes, schools, parks, public transportation, offices, and retail destinations.
- Improves pedestrian and cyclist safety by reducing potential crashes between motorized and non-motorized users.
- Encourages walking and bicycling that improves health and fitness
- Provides options to make fewer driving trips, saving money
- Research demonstrates pedestrian and bike-friendly cities have more economic vitality.

GATEWAYS + WAYFINDING

Gateways are urban design elements located at entry points into the community. They can be used to announce the City boundary and/or introduce the character and theme of a place or district. Gateways can be defined as a narrowing or perceived narrowing of the roadway, intended to cause drivers to slow down and recognize that they are entering an area of changed land use. Their design often combines hard and landscape materials in a way that will influence travel behavior and project the desired community image.

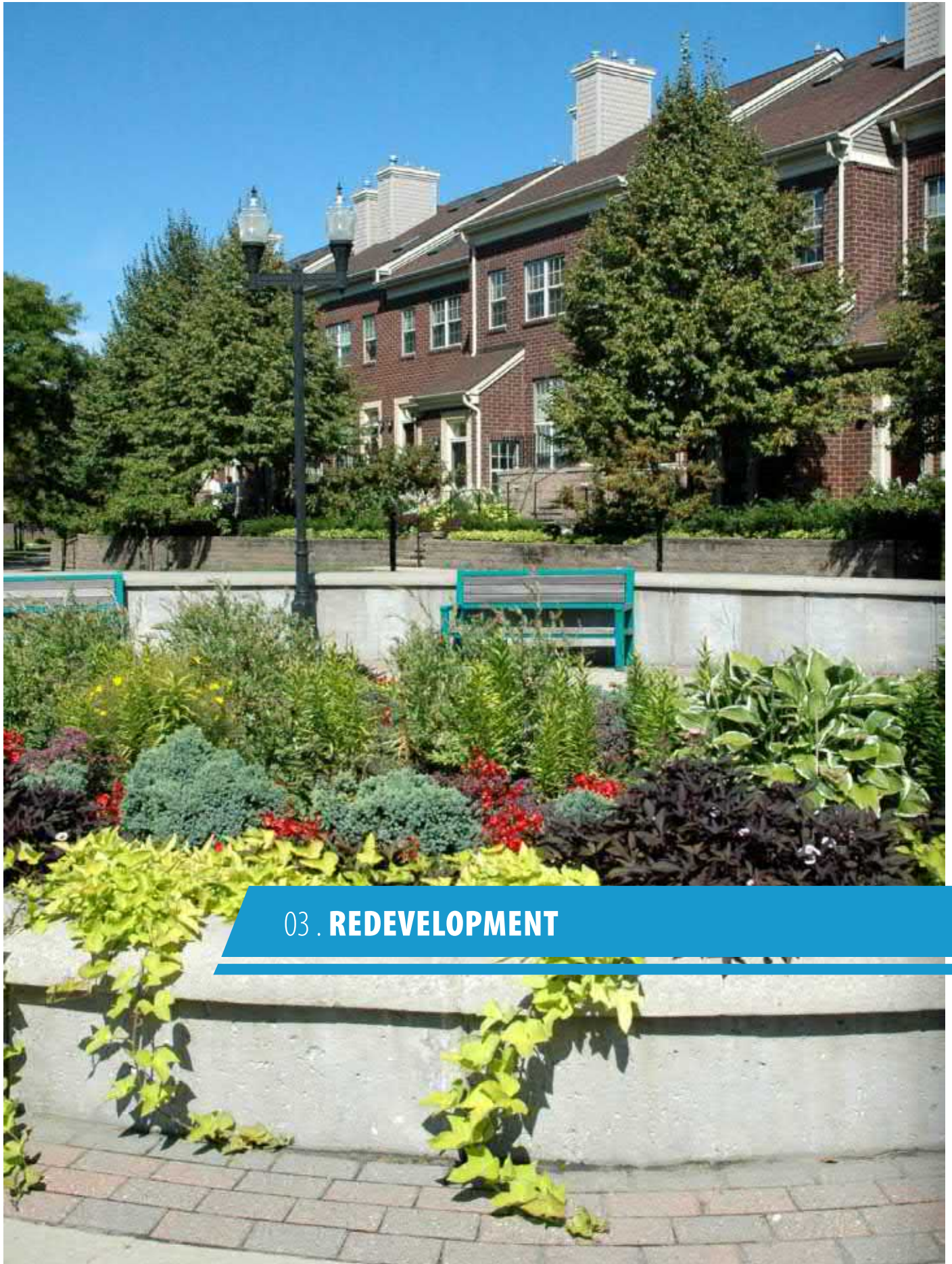
Gateways serve to welcome visitors, workers, and residents, and orients visitors to the community. They provide opportunities to celebrate local culture and history and frame perceptions of the community, and can reinforce a larger marketing effort aimed at creating a “brand” for the community, corridor or district. If properly designed, gateways can also be effective at calming traffic and improving safety.

There are a number of potential gateway locations throughout Wyandotte, including along Fort Street where signage at Eureka already greets visitors. Additional entrances along Fort Street and at the northern and southern city lines on Biddle offer unique opportunities to reinforce the city's identity through art, landscaping, lighting, and unique construction materials. In addition to key entry points from neighboring communities, entrances to Downtown should include clear wayfinding and gateway features.



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03. REDEVELOPMENT



The City of Wyandotte has a unique history of acquiring property to facilitate redevelopment. This is true for residential and non-residential property and efforts over many years have produced impressive results. The City has a dedicated portion of its budget to strategically purchase properties. Acquired vacant and tear-down properties are sold to individuals for new construction. Acquired properties with buildings in need of rehabilitation or re-purposing can also be sold to individuals inclined to reinvest and rebuild.

The fact that the City has long been an intentional and proactive player in the real estate market to facilitate redevelopment aligns well with the principles associated with the RRC program. Long ago, Wyandotte realized the value of being active in the local real estate market and a good deal of local redevelopment success can be traced back to this policy. Continued and expanded efforts in this regard is recommended in this plan. As described in this chapter, the City can and should more actively promote its portfolio of property by prioritizing sites, showcasing them on their website, and including visions for key redevelopment opportunities. The following goals and implementation steps provide a framework for formalizing what has been a history of successful rehabilitation and redevelopment.

DOWNTOWN DEVELOPMENT

The Wyandotte DDA as “Downriver’s Downtown” has played an active role in promoting redevelopment downtown. The 2017 DDA Strategic Plan outlines key physical improvement strategies, and the preceding chapter of this plan highlights the importance of downtown to the area’s quality of life.

REDEVELOPMENT GOALS

- Continue to place great effort on redevelopment of sites.
- Embrace the uniqueness of each commercial corridor by revising zoning to encourage a greater blending of compatible uses
- Promote continued reinvestment and a mixture of uses

A. REDEVELOPMENT GOALS

GOAL #1

CONTINUE TO PLACE GREAT EFFORT ON REDEVELOPMENT OF TARGETED SITES

The City of Wyandotte has actively sought development interest for key properties. Like other communities, Wyandotte has prepared “Requests for Proposals” that were sent to developers with respect to targeted development opportunities. A particularly noteworthy RFP was recently released for the old City Hall site downtown and it successfully attracted responses. One response included a 65 room boutique hotel, along with 48 apartment units, health club and conference center. The eventual success of any one development proposal is subject to many unknowns and the need to proceed through a number of due diligence steps. However, the key is the active and energetic municipal engagement in the development process. Without proactive efforts to define development opportunities, identify incentives, share insights into market demand and seek developers, the chance of near-term redevelopment activity is slim. Further, it is likely that without active and deliberate public engagement in the development process, actual results may fall short of community hopes. This is especially true if opportunities to quickly produce an ordinary development project present themselves.

It is also worth noting that as communities become more active producing RFP's, there is increasing competition to attract the attention of a relatively small number of developers with the ability to tackle a project. This consideration places a higher demand on municipalities to produce a more compelling case to attract interest from quality developers. This can be done by continuing to sharpen and develop efforts to prepare compelling and strong RFP's with a high level of clarity and transparency. These RFP's should convey a solid business case for the proposed development.

IMPLEMENTATION STEPS

- Continue to strategically acquire underutilized land and prioritize sites for redevelopment.
- Continue to prepare development RFP's and receive and evaluate responses. Efforts to prepare new RFP's should continually improve and strive to meet or exceed best practices.
- Continue to encourage major employers to take an active role in redevelopment, since a vital downtown and overall quality city will make it easier to attract talented employees.
- Proactively engage the public and stakeholders in impactful redevelopment projects.
- Hold developer matchmaking events to showcase redevelopment opportunities and solicit new developers to the city.

GOAL #2

EMBRACE THE UNIQUENESS OF EACH COMMERCIAL CORRIDOR

BY TARGETING BUSINESS CLUSTERS AND REVISING ZONING TO ENCOURAGE GREATER BLENDING OF COMPATIBLE USES

Along with a distinctive and authentic downtown, Wyandotte also shares commercial corridors with neighboring communities that provide more auto-oriented commercial land uses. Fort Street, Ford and Eureka are all major collector roads with high traffic volumes and adjacent commercial land uses with off-street parking. These commercial corridors can be redeveloped so as to provide more mixed uses (retail on lower levels and residential or office uses above) along with greater non-motorized travel options. This will require updated zoning to allow more permitted uses, or perhaps a form-based code to more intentionally prescribe building mass, placement and define relationships between buildings and the public realm. For specific recommendations by corridor, see the last section of this chapter.

IMPLEMENTATION STEPS

- Continue to reevaluate existing zoning along Fort Street, Ford and Eureka with an eye toward expanding the range of permitted uses so that a higher level of mixed use development can occur. A development model that includes first floor retail/consumer service and upper floor residential office should be considered as an alternative to single use suburban development patterns.
- Increase mobility options by adding bike lanes and pedestrian connections between commercial areas and adjacent residential neighborhoods.

GOAL #3

PROMOTE CONTINUED REINVESTMENT AND A MIXTURE OF USES

The City's proactive property acquisition program can be complemented by key policies and regulations to ensure this plan's vision is accomplished. Ensuring the zoning ordinance and site plan review process encourage quality design, compatible mixed uses, and promote a straightforward review process, both local and external developers will contribute successful redevelopment on the private side what the public sector has emphasized for years in Wyandotte.

IMPLEMENTATION STEPS

- Promote high-quality design, amenities, and associated infrastructure in all new development.
- Promote opportunities for live/work and mixed-use development, particularly in the downtown area and near the waterfront.
- Promote appropriate, compatible and context sensitive infill development.
- Maximize potential of key surface parking lots, especially near downtown, while continuing to balance parking needs, with new mixed-use development.
- Balance the number of convenient, safe and attractive parking spaces with a focus on a walkable, connected environment that is conducive to businesses and residents. Remain flexible to adapt to changing parking needs as trends change over time.
- Provide a streamlined, efficient, predictable review process.
- Update the zoning ordinance to allow for modern, low impact uses by-right in the downtown area while minimizing the number of special land uses.
- Brownfield reuse opportunities continue to hold potential for reinvestment and redevelopment.

B. REDEVELOPMENT STRATEGIES

How to Attract Developers? Developers typically look for project locations where the potential for success is fairly certain and risks limited. This means that they are attracted to communities with strong markets where the infrastructure is in place, reasonably-priced, quality development sites are available, and the development review process is quick. They also look for opportunities to enter a market right before it “takes off” and capture the heavy demand and associated real estate price or rent increases.

Good developers are usually inundated with requests from municipalities and DDA's to develop in their community, citing the advantages they have to offer. Yet only a small percentage of communities provide the information necessary to interest developers. There is specific information they look for that will minimize the amount of time it takes to make a go-no-go decision. For example, is there a market for the type of development being sought by the community? What is the role of the community within the region (i.e. bedroom community, employment destination, transportation hub, etc.)? Are reasonably priced sites available for development or redevelopment? Is necessary infrastructure in place or will this be needed and add to the cost of the project? How accessible is the development location and how large a market area can they draw from?

These are all vital questions that can be partly answered by the community, making it easier to pique the interest of a developer. Time is money and the less time developers have to commit to looking at a project/community, the more likely they are to dig deeper and hopefully show interest in moving forward. Some of this information might already be available while additional work is needed to gather the remaining data. It is up to the City, DDA, business leaders, and civic associations to work together to assemble developer information and then actively recruit developers and businesses.

Why Wyandotte? Since developers look for strong or emerging markets, Wyandotte must prove that it fits into this classification and may have just been overlooked. What are the positives with Wyandotte that have created unmet demand for housing, commercial, office or industrial uses? This is information that must be gathered and uncovered to create the “elevator speech” for developers: meaning why invest in Wyandotte as opposed to all the other communities that contact you? Also, what has changed in recent years causing the private sector to overlook the City as a place to develop? A one-page handout summarizing this key information will be a good start. After that, a separate sheet can be created for each marketing item like housing, retail, office, hospitality, etc.

Understand the Market. Developers may not take the time to fully understand the dynamics of the local market and especially not unmet demand. The City can prepare a fact sheet for different market segments, working with local real estate professionals and companies. For example, some compelling information might be increased housing prices and vacancy rates; potential demand for certain types of housing using the Target Market Analysis; the number of new jobs created in the past five years and are committed to locating in Wyandotte in the future; voids in the retail market that could be served by local businesses, etc. Focus group meetings with various property owners and industry specific stakeholders might yield potential demand for goods or services that could be met by current and future local providers.

Developer Matchmaking. Once the above information is collected and organized, invite developers to come in and learn about available sites and why they should consider Wyandotte for their next project. It would be best to invite them individually and be concise, enthusiastic, and to the point with what you would like them to consider. Be sure to share success stories from other companies and developments so they can see that others have already tested the market. It is equally important to have as much information available regarding property availability, price, rental rates, recent purchase prices, traffic volumes, etc. This will provide a positive impression regarding the recruitment effort and limit the number of items that need follow-up.

Gap Funding. Some projects may need financial assistance to kick-start the development. The City may, at its own discretion, commit project-specific future tax increment capture back to private projects for a specified period of time. The goal is to provide funding to close the “gap” that prevents the project from becoming a reality due to financial feasibility. Not only will the DDA Project List have to be updated, but a strategy to identify priority projects for funding will also have to be created.

C. KEY REDEVELOPMENT SITES



Throughout the process of updating this master plan, several sites were identified by city staff and the public as prime redevelopment sites. These were selected as preliminary redevelopment-ready sites because of their scale, vacancy, and ability to demonstrate the redevelopment principles outlined above. They can serve as catalytic projects that help spur further redevelopment. Each vision identified here can be transformed into a Property Information Package and RFQ, working with the owners to solicit developers. Some, owned by the City, have already had RFQs released to solicit developers and the visions described here support those initiatives.



FORMER CITY HALL SITE

The City has released an RFP and at the time of this plan was working toward securing a developer for a multi-story mixed-use building for this key downtown infill site. This plan supports that vision for a traditional “main street” building that complements this historic downtown character.



EGTA SITE

This former industrial site is planned for a flexible mixture of industrial uses including traditional warehousing or manufacturing uses, but also to provide an opportunity in the city for alternative energy uses such as a solar farm.

SOUTHERN BIDDLE GATEWAY

ARKEMA “DEER PEN”

This former industrial site, while contaminated, holds great potential for redevelopment partnered with the City of Riverview to the south. Previous plans for both Wyandotte and Riverview have identified the desire for planned riverfront greenspace coupled with research and development uses. Green energy and R&D should line Biddle while preserving the majority of the site for passive and active recreation uses. Planned bike routes along Pennsylvania and Biddle would be complemented by a joint riverwalk between Riverview and Wyandotte along the river side of the site



FORMER WILD HORSES BAR

This recently demolished former bar site is now a prime opportunity to enhance Wyandotte's southern gateway entrance on Biddle. Coupled with redevelopment that is planned across the street at the Arkema site, this location presents an opportunity to add a multi-story building fronting the street that compliments the mixed-use development further north along Biddle in downtown. Because of its proximity to the wastewater treatment facility, tolerant likely uses should be R&D, flexible maker/production space, or even an urban-style storage facility. The emphasis should be on building and site design to promote a quality image for the rest of the corridor.



R&D/Flex Space



Before: Looking Southwest



After: Storage Facility

CIVIC CENTER

Since City Hall relocated from across the street into its current location in this bank building, the City has made efforts to improve the site to be a municipal center, most recently with the new Arrowhead Pavilion on the northeast corner. Further site design could be included to connect the site north to downtown through signage, streetscape, and connecting 2nd Street through the Yack Arena parking lot.

The parking lots at Yack and City Hall, while used at capacity during special events, provide an opportunity

for the City to seek redevelopment to further enhance this area as a civic anchor. As a city-owned resource, this area provides the ultimate opportunity for the city to leverage its assets as a key stakeholder in redevelopment.

A boutique hotel is envisioned for the southwest corner, anchoring the visitor's entrance to downtown from Eureka Road. Additional mixed-use buildings could be phased in, accompanied by a parking structure to provide replacement parking for the district.



Phase 1



Phase 2



Phase 3



Precedent: New Downtown Dearborn Hampton Inn



Mixed Use: Retail / Residential



Parking

FORMER POST OFFICE

This former post office building could be rehabilitated as is, additional stories added on top of the existing building, or completely redeveloped as attached residential units. It should serve as a transition building from downtown to the adjacent residential neighborhood. The first floor could be an indoor farmers' market space, utilizing the mail truck docks as unloading space for farmers' trucks, or as flex maker space, niche retail, or office. Current parking extends onto Chestnut St. and those two lots should be converted back to residential with infill housing fronting Chestnut. This site's redevelopment should be complementary to the theater site's redevelopment across the street.



Indoor Farmers' market



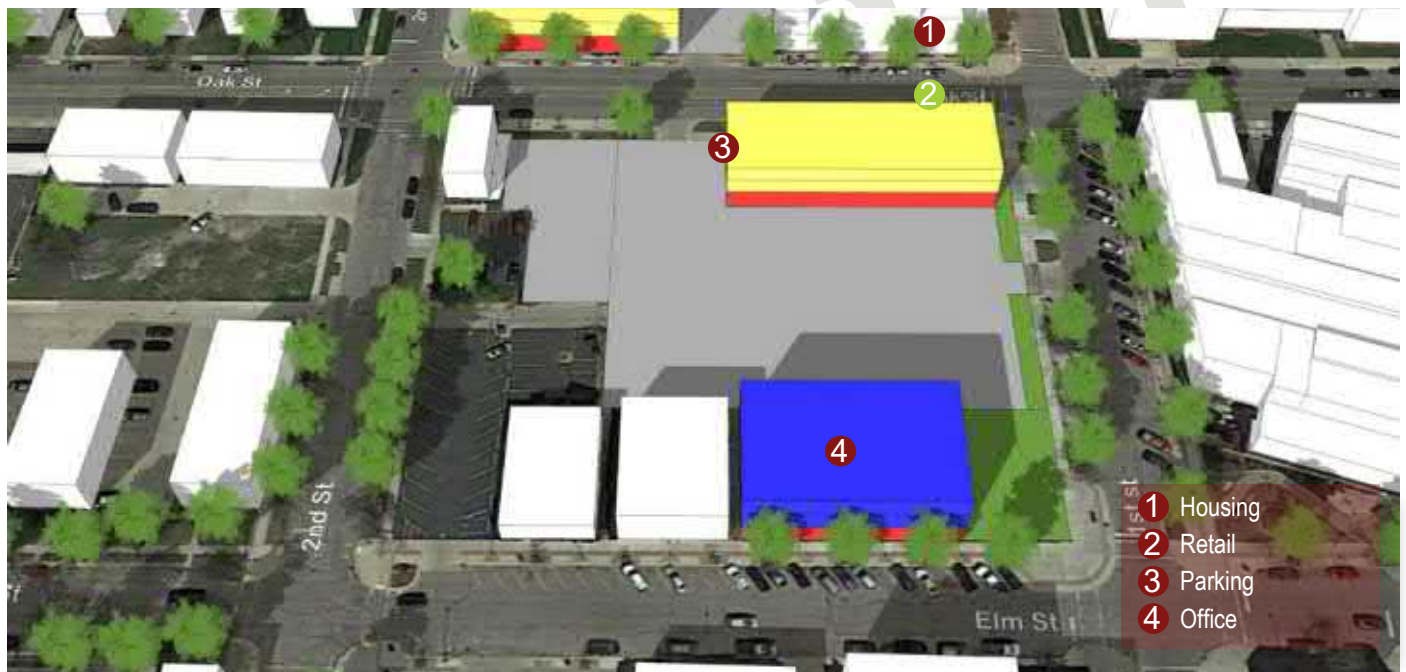
Maker Space



Post Office Loading Docks converted to farmers market docks

FORMER THEATER SITE/FARMER'S MARKET AREA

This vacant site is currently home to a community garden, parking lot, and the weekly farmers' market. The City has released an RFP for developers to redevelop the site, and the vision provided here presents the goals for the site: incorporate a mixture of uses including ground floor retail, upper story office and residential; continue the mixed-use storefront building character typical to the rest of downtown; integrate public parking (whether surface lot or structured); and relocate the community garden to a more suitable location. The buildings could take a variety of orientations on the site, depending on the developers program, but should front the street and continue the building line of remaining buildings on the block and across the street.

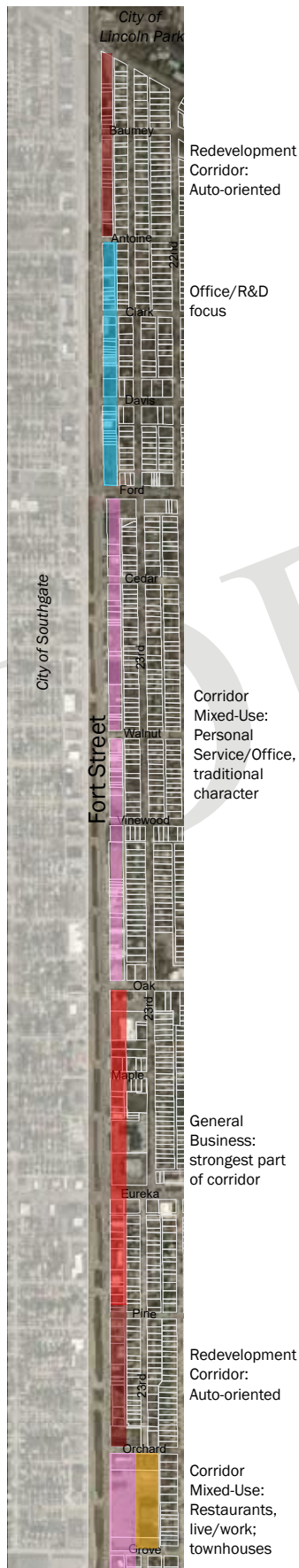


Building can anchor First or Oak St



Parking can be incorporated into a structure

CORRIDOR REDEVELOPMENT STRATEGIES



FORT STREET

The City worked with MDOT to improve its side of the Fort Street corridor with enhanced streetlights and while it is challenging without having Southgate's side of the corridor improved, the City can continue to improve its image along Fort Street.

In order to maximize the potential of this corridor, rethinking the strategy for commercial by targeting clusters of uses will help redefine the character of Fort Street in Wyandotte. These redevelopment strategies are translated to the Future Land Use section of the Implementation plan where zoning amendments are recommended for each portion of Fort Street to best realize its potential.

FORD AVENUE (NORTHLINE) AND OAK STREET

Right now, Ford Avenue and Oak Street are home to a variety of clusters of office and small-scale commercial uses and is similarly zoned, often changing block by block. These corridors are planned for Corridor Mixed-Use to emphasize traditional, walkable neighborhood scale while relaxing the use requirements so office, residential, and commercial can mix more organically, driven by the market.

EUREKA ROAD

The west portion of Eureka from Fort Street to just west of the railroad tracks is a strong commercial corridor that should remain General Business. Here buildings should front the street and parking should be minimized to emphasize its walkable nature.

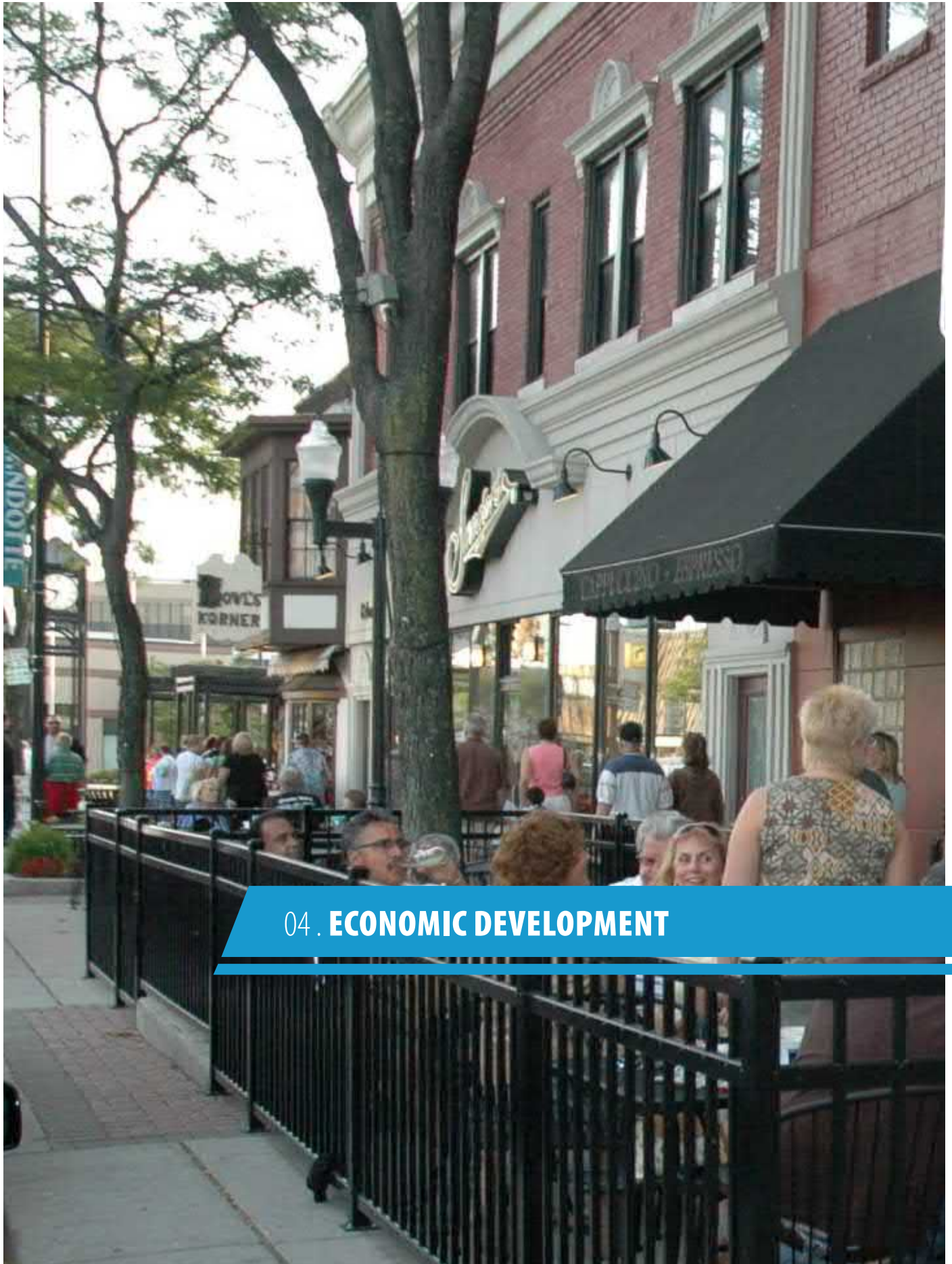
Across from Wyandotte High School, commercial parcels there could shift to a Corridor Mixed-Use blend of uses in traditional main street character. Residential, live/work, and office would complement this neighborhood with close proximity to similar character in the downtown core.

NORTH AND SOUTH BIDDLE

Biddle north and south of downtown provide opportunities to enhance the character to better complement the historic downtown core. These areas should support a mixture of uses to complement nearby industrial and healthcare uses while promoting building and site design that is traditional in character. Both areas can act as better gateways to the heart of downtown with redevelopment that promotes a high quality design but being flexible with uses: R&D, business incubators, office, and even live/work/maker space.

For more on land use recommendations, see the Future Land Use section in Chapter 5.

Fort Street
Redevelopment Focus
Areas



04. ECONOMIC DEVELOPMENT



A. WYANDOTTE'S ROLE IN THE REGION

The topic of future economic development in Wyandotte is best seen through the lens of how Wyandotte is positioned in the larger region. Wyandotte is one of several suburban Detroit cities often grouped together, and referred to as “downriver” communities. However, the City of Wyandotte stands apart from other communities in three important ways. This distinction holds the keys to future and sustained economic development success.

First, Wyandotte has a prominent downtown within the downriver region. In fact, Wyandotte can legitimately claim dominance among surrounding downriver communities as a place offering a true downtown experience. Adjacent communities (Southgate, Riverview, and Lincoln Park) typically have most of their primary commercial land uses organized along busy commercial corridors (primarily Fort Street). These corridors are highly auto-oriented with heavy traffic volumes and familiar franchise architecture. They generally lack a sense of place, context and history when compared to what downtown Wyandotte provides. Wyandotte also has auto-oriented commercial corridors that can be enhanced with more mixed uses and non-motorized travel options, but its downtown sets it apart from surrounding communities. Downtown is also adjacent to the Detroit River which further presents unique opportunities and attractions. For many reasons, Downtown Wyandotte is an economic hub with great additional potential.

Secondly, Wyandotte is home to two large employers with a significant physical presence and economic footprint in the city and larger region. BASF and Wyandotte Hospital are highly valued corporate entities. Larger organizations such as these often have the economic muscle to develop strong partnerships with local governments that can lead to significant community-building activities. By all accounts, strong corporate-municipal relationships have been built in the past and sustained efforts will likely continue to bear fruit as existing public policies continue.

Third, Wyandotte has several potential redevelopment sites that are locally and regionally significant. These sites represent opportunities for new industrial, commercial and mixed use development throughout town that can add to the local tax base and increase employment. The City has a history of tackling larger redevelopment efforts and there are plenty of reasons to believe in continued success. Chapter 3 highlights these redevelopment opportunities.

B. ECONOMIC DEVELOPMENT GOALS

GOAL #1 REBUILD AND REDEFINE DOWNTOWN AS “DOWNRIVER’S DOWNTOWN”

Downtown Wyandotte should be viewed as one of the City’s key economic development hubs. There has been a resurgence in downtown business activity in recent years and the upward trajectory seems sustainable as Wyandotte is found in a region that lacks alternative environments. Downtown Wyandotte can legitimately distinguish itself from surrounding communities by offering a real human-scale downtown experience with shops, outdoor dining, events, etc., in a walkable mixed-use downtown environment. The growing popularity of urbanism and downtowns in general should continue to fuel development opportunities.

With this focus on downtown, companion marketing and image-building efforts should own and promote the notion that Wyandotte delivers on the promise of providing a true downtown experience. Surrounding communities cannot do this as well, and therefore Wyandotte can boldly identify itself as the downtown for all of downriver. This widens the lane that economic development activities can occupy and opens the possibilities of casting “a wide net” for

potential customers from throughout the downriver areas. At the same time, this perspective elevates the thinking and perception of downtown Wyandotte.

The DDA is in tune with the need for marketing downtown to consumers. These activities are carried out by staff, partner organizations and volunteers. What is needed is the introduction of a common theme that expresses the notion that Downtown Wyandotte is more than one community’s downtown- it is a regional downtown that attracts people from throughout the downriver area. Marketing and branding efforts should always focus on what is true and authentic, and it is always about expressing a promise to deliver an experience.

IMPLEMENTATION STEPS

- Develop a new marketing and promotional campaign centered on Wyandotte as being the downtown for all of downriver.
- Increase efforts to reach out to surrounding communities with marketing and promotional efforts.

ECONOMIC DEVELOPMENT GOALS

- Rebuild and redefine downtown as “Downriver’s Downtown”
- Further develop the riverfront as a destination.
- Continue to expand and develop relationships with major employers to facilitate continued corporate and community prosperity.
- Continue to expand and deepen relationships with local institutions, community groups, the Chamber and DDA to maximize the use of scarce time and money.
- Continue to encourage and support business start-ups and entrepreneurial endeavors.

GOAL #2

FURTHER DEVELOP THE RIVERFRONT AS A REGIONAL DESTINATION

The riverfront has undergone a transformation in recent decades and it continues to evolve toward more recreational and people-centered uses. BASF Waterfront Park and Wyandotte Shores Golf Course are examples of transformative projects that help connect people to the waterfront. Wyandotte's riverfront the dominant natural feature of the City, and the City's most recent strategic plan includes recognition of local heritage and the need for wise use of the riverfront. Similarly, the most recent Downtown Development Authority Strategic Plan notes that people generally want good use of waterfront to support downtown.



BASF

IMPLEMENTATION STEPS

- Support efforts to establish Wyandotte as a Cruise Ship destination. There is evidence of growing interest in Great Lakes Cruise Ships and Wyandotte has provided a stop for cruise ships in the past. In 2017, a small cruise ship (Grande Caribe) docked at Bishop Park in Wyandotte as a part of a scheduled voyage from Rhode Island to Chicago. Passengers arrived in Wyandotte and were given the opportunity to explore the downriver area before departing for Mackinac Island and other Great Lakes destinations.
- Encourage the development of restaurants with waterfront access.
- Continue exploratory efforts to build new waterfront transportation amenities, parks and public access to the waterfront.
- Identify and pursue stronger river walk connections to region with particular collaboration with the City of Riverview to the south.
- Encourage regional and national fishing tournaments along the Detroit River



Wyandotte Hospital

GOAL #3

CONTINUE TO EXPAND AND DEEPEN RELATIONSHIPS WITH MAJOR EMPLOYERS TO FACILITATE CONTINUED CORPORATE AND COMMUNITY PROSPERITY.

Wyandotte enjoys a strong relationship with major employers, developed over years of effort. Going forward, these relationships need to be deliberately cultivated and nurtured. For example, both Wyandotte Hospital and BASF are dynamic organizations engaged in highly competitive business environments. They evolve with new products and services that can translate into needs for physical improvements and expansion. The City should continue its tradition of support for these organizations as they plan for new buildings and property reuse. For example, a medical and health district is emerging, anchored by Wyandotte Henry Ford Hospital. Planning for this requires more parcel-specific attention than is normally provided in a City-wide Master Plan and steps in this direction likely involves sensitive conversations about specific properties. However, the need for ongoing cooperation and collaboration is evident.

Additionally, the existence of larger employers in a community often suggest the need for supportive facilities and businesses. A case in point is the need for a local hotel. Major employers such as BASF hold events and attract visitors who require lodging. Presently, the need for overnight accommodations for business-related travel are met outside of Wyandotte. Steps to encourage and support the development of a new hotel in Wyandotte would support major employers by adding a higher level of convenience for out of town visitors. At the same time, a local hotel could also be a boost for local business as travelers would more than likely stay in Wyandotte for meals and entertainment. Additionally a hotel in Wyandotte would help support the appeal of the Yack Arena as a destination for events. It is believed that greater utilization of the Yack Arena is hampered to some degree by a lack of adjacent hotel rooms.

IMPLEMENTATION STEPS

- Maintain strong and ongoing dialog between municipal officials and major local business entities (BASF, Wyandotte Hospital and others) with a focus on understanding facility expansion needs and redevelopment possibilities.
- Continue to explore possibilities for a new hotel in Wyandotte (preferably in or near downtown). A hotel feasibility study was completed in 2015 which provides more insight into this topic.
- Aside from a hotel, continue to explore ways the City can encourage development activity that is supportive of employers of all sizes.

GOAL #4 CONTINUE TO EXPAND AND DEEPEN RELATIONSHIPS WITH LOCAL INSTITUTIONS, COMMUNITY GROUPS, THE DDA AND SOUTHERN WAYNE COUNTY REGIONAL CHAMBER TO MAXIMIZE THE USE OF SCARCE TIME AND MONEY.

The City of Wyandotte is fortunate to have strong institutions and public, semi-public and private groups who have made significant strides in terms of community development. As a general policy, the City should continue to support these organizations as change agents. There are many circumstances in which a nongovernmental organization can act more efficiently, unencumbered by public procedures and regulations.

IMPLEMENTATION STEPS

- Maintain strong and ongoing dialog with institutions, community groups, the DDA and Southern Wayne County Regional Chamber
- Continue to support fesitvals/events like the art fair. Leverage Wyandotte as an arts downtown

GOAL #5 CONTINUE TO ENCOURAGE AND SUPPORT BUSINESS START- UPS AND ENTREPRENEURIAL ENDEAVORS.

While large businesses often get lots of attention with major expansions and new facilities are announced, often more fascinating and significant business development stories are evident in the seeds that are planted many years before by entrepreneurial start-ups. In fact, BASF was a start-up that began more than 150 years ago by one man in Germany. Today, it is a huge multi-national company employing thousands worldwide, and it is a major employer in Wyandotte.

It will be important to engage fully with the Southern Wayne County Chamber of Commerce as well as the Wayne County Economic Development Corporation, and the newly formed Wyandotte Economic Development Committee to implement a business attraction strategy that works for the community based on the outcome of the Master Plan, land available for growth and target sectors the city is looking to attract.

IMPLEMENTATION STEPS

- While business recruitment, and efforts to attract outside investment, should continue to be a high-priority, Wyandotte should also continue to maintain and enhance partnerships with entities that support and encourage entrepreneurial business development. For example, organizations such as the Downriver Community Conference are equipped to help those inclined to

C. DEVELOPMENT INCENTIVES

There are a variety of programs, many of which are associated with the Michigan Economic Development Corporation (MEDC), that can be targeted to redevelopment in Wyandotte:

Business Development Program – The MiBDP is an incentive program available from the Michigan Strategic Fund, in cooperation with the MEDC. The program is designed to provide grants, loans or other economic assistance to businesses for highly competitive projects in Michigan that create jobs and/or provide investment.

PA 198 Industrial Facilities Exemption – Industrial property tax abatements provide incentives for eligible businesses to make new investments in Michigan. These abatements encourage Michigan manufacturers to build new plants, expand existing plants, renovate aging plants, or add new machinery and equipment. High technology operations are also available for the abatement. Depending on the scope and type of project, real property taxes can be abated up to 50% for a period not to exceed 12 years for new construction. Further, the 6-mil SET may be abated up to 100% with approval from the MEDC.

In the case of a rehabilitation, the current assessed value of the property prior to improvement is frozen. This results in a 100% exemption from property tax on the value of the improvements.

Obsolete Property Rehabilitation - The Obsolete Property Rehabilitation Act (OPRA) provides for a tax incentive to encourage the redevelopment of obsolete buildings. A new exemption will not be granted after December 31, 2026, but an exemption then in effect will continue until the certificate expires. The tax

start a business and they are well connected to a network of organizations that can also provide supportive services. This network includes SCORE, SBA, Southern Wayne County Chamber of Commerce and many others.

- Redevelopment sites described in Chapter 3 include opportunities to support entrepreneurial activity in a direct way. For example, potential uses for the former Post Office site includes a Makerspace. Makerspace (also sometimes called Hackerspace) are community-oriented work space where people with common interests in technology can collaborate, share ideas and share equipment and/or facilities. Often Makerspaces are places where new products can be developed. Having such a facility in Wyandotte would help support entrepreneurship and potentially lead to new business start-ups. Often Makerspaces are membership-driven and governed by active members with a good understanding of local needs. Space in a facility such as the former Post Office could be provided to such an organization at little or no cost in an effort to support entrepreneurship in Wyandotte.
- Other types of retail/service or art incubators can also be created in redevelopment sites. Many new businesses do in fact fail after a few years, but if they are given support in the form of reduced costs for physical spaces and shared resources (office equipment, support staff, etc.) the chances of success increase.

incentive is designed to assist in the redevelopment of older buildings in which a facility is contaminated, blighted or functionally obsolete. The goal is to rehabilitate older buildings into vibrant commercial and mixed-use projects.

A community essentially freezes the existing taxable value on a designated facility for up to 12 years. Additionally, the state treasurer may approve reductions of half of the school operating and state education taxes for a period not to exceed six years for 25 applications annually for rehabilitated facilities.

Community Revitalization Program - The Michigan Community Revitalization Program (MCRP) is an incentive program available from the Michigan Strategic Fund (MSF), in cooperation with the Michigan Economic Development Corporation (MEDC), designed to promote community revitalization that will accelerate private investment in areas of historical disinvestment; contribute to Michigan's reinvention as a vital, job generating state; foster redevelopment of functionally obsolete or historic properties; reduce blight; and protect the natural resources of this state. The program is designed to provide grants, loans, or other economic assistance for eligible investment projects in Michigan.

New Market Tax Credits - Historically, low-income communities experience a lack of investment, as evidenced by vacant commercial properties, outdated manufacturing facilities, and inadequate access to education and healthcare service providers. The New Market Tax Credit Program (NMTC Program) aims to break this cycle of disinvestment by attracting the private investment necessary to reinvigorate struggling local economies.

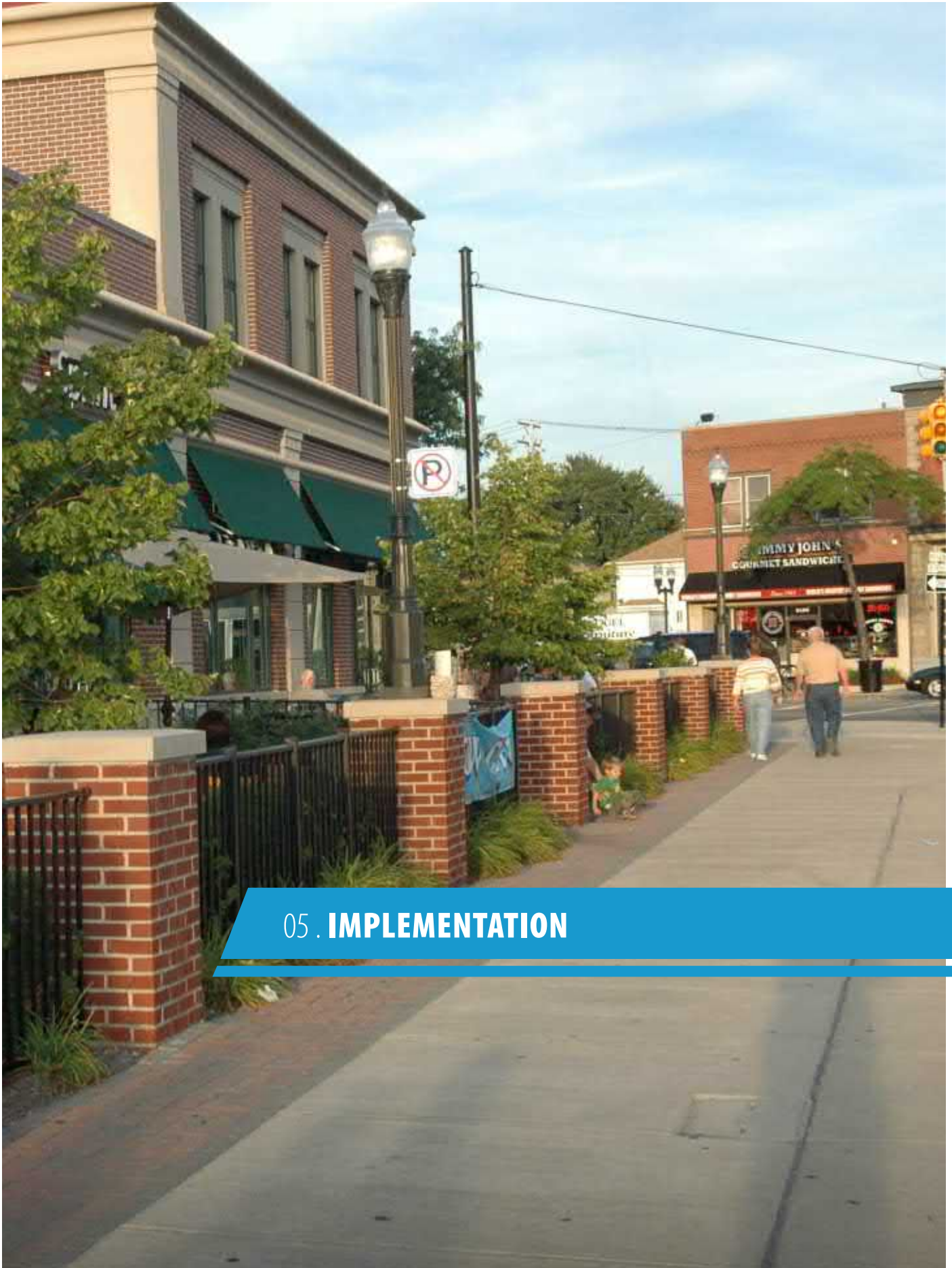
The NMTC Program attracts private capital into low-income communities by permitting individual and corporate investors to receive a tax credit against their federal income tax in exchange for making equity investments in specialized financial intermediaries called Community Development Entities (CDEs). The credit totals 39 percent of the original investment amount and is claimed over a period of seven years.

Brownfield - The Brownfield Program uses tax increment financing (TIF) to reimburse brownfield related costs incurred while redeveloping contaminated, functionally obsolete, blighted or historic properties. It is also responsible for managing the Single Business Tax and Michigan Business Tax Brownfield Credit legacy programs (SBT/MBT Brownfield Credits).

The Michigan Strategic Fund (MSF) with assistance from the MEDC, administers the reimbursement of costs using state school taxes (School Operating and State Education Tax) for nonenvironmental eligible activities that support redevelopment, revitalization and reuse of eligible property. The MEDC also manages amendments to SBT/MBT Brownfield Credit projects approved by MSF. The Michigan Department of Environmental Quality (MDEQ) administers the reimbursement of environmental response costs using state school taxes for environmental activities, and local units of government sometimes use only local taxes to reimburse for eligible activities (i.e., "local-only" plans). The TIFA/EDC/Brownfield Authority manages this program locally in Wyandotte.

Michigan Transportation Economic Development Fund - The mission of the Transportation Economic Development Fund (TEDF) is to enhance the ability of the state to compete in an international economy, to serve as a catalyst for economic growth of the state, and to improve the quality of life in the state.

The funds are available to state, county, and city road agencies for immediate highway needs relating to a variety of economic development issues.



05 . IMPLEMENTATION



The Master Plan is intended to serve as a guide for land use and physical development or redevelopment. Goals, objectives and strategies noted throughout the Plan should be carefully considered during decisions on rezonings, zoning text amendments, other regulations, capital investments for improvements to streets, “complete streets” bikeways/walkways, utilities, public facilities, land acquisition, and development proposals. Recommendations in this Plan apply to both public land (parks, sites, and right-of-way) and guidance for development and redevelopment of privately owned property. Some Plan recommendations may involve the need for changes to land use regulations and/or potential new programs. Others may involve partnerships with other

municipalities, agencies, organizations, or groups. Since the Plan is a long range guide, refinements or additional studies may also be appropriate in the future to reflect new information, respond to unanticipated factors or to address changes in city policies.

The Master Plan is only valuable if used consistently. This chapter has been prepared to summarize the various recommendations into a checklist to outline actions and responsibilities for implementation. A cumulative listing of actions is included in this chapter. Where appropriate, a timetable is suggested for execution of these strategies and actions consistent with available staff and financial resources of The City of Wyandotte.

Also included in this chapter is Future Land Use, which provides the foundation for zoning. The zoning plan compares consistency between zoning classifications and future land use map designations and recommended changes to zoning.

EVALUATION AND MONITORING

This plan has been developed with a degree of flexibility, allowing nimble responses to emerging conditions, challenges, and opportunities. To help ensure the plan stays current and useful, periodic reviews are required and amendments may be necessary. This will ensure plan goals, objectives, and recommendations reflect changing community needs, expectations, and financial realities.

The plan should be reviewed at least every five years consistent with state statute. Detailed subarea plans should be adopted as Master Plan amendments. Updates should reflect changing conditions, unanticipated opportunities, and acknowledge the implementation to date. Yearly workplans should be prepared to assess what has been accomplished in the implementation table and what should be achieved in the coming year.

PLANNING COMMISSION AS FACILITATORS

The Planning Commission is charged with overseeing plan implementation and is empowered to make ongoing land use decisions. As such, it has a great influence on how sustainable Wyandotte will be. As an example, the Planning Commission is charged with preparing studies, ordinances, and certain programmatic initiatives before they are submitted to City Council. In other instances, the Planning Commission plays a strong role as a “Plan Facilitator” overseeing the process and monitoring its progress and results. Together, City staff and the Planning Commission must be held accountable, ensuring the city’s Master Plan impacts daily decisions and actions by its many stakeholders.

ROLE OF CITY COUNCIL

The City Council should be engaged in the process to implement the plan. In this regard, Council should assist with implementation strategies and consider and weigh the funding commitments necessary to realize the city’s vision, whether involving capital improvements, facility design, municipal services, targeted studies, or changes to development regulations, such as municipal codes, the zoning ordinance and procedures.

A. IMPLEMENTATION TOOLS

Tools to implement the Master Plan generally fall into six categories and some strategies may include more than one:

- Land use regulations
- Capital improvement programs, such as streets, city buildings, or other major purchases
- Property acquisition programs
- Special Funding Programs (CDBG for example)
- Programs or additional studies
- Partnerships, such as working with other organizations on planning, education, funding, or delivery of cost-efficient services.

Each tool has a different purpose toward Plan implementation and may suggest specific immediate changes, long-term policies and others involve ongoing activities.

1. LAND USE REGULATIONS

The primary tool for Plan implementation, which includes the Zoning Ordinance and other land use regulations, is summarized below. The city also has a number of other codes and ordinances to ensure that activities remain compatible with the surrounding area, such as noise, blight and nuisance ordinances.

ZONING REGULATIONS

Zoning regulations control the intensity and arrangement of land development through standards on lot size or units per acre, setbacks from property lines, building dimensions and similar minimum requirements. Various site design elements discussed in this Plan are also regulated through site plan review and address landscaping, lighting, driveways, parking and circulation, pedestrian systems and signs. Zoning can also be used to help assure performance in the protection of environmentally sensitive areas such as floodplains, state regulated wetlands, woodlands and wellhead areas.

ZONING MAP

Over time, changes to the zoning map should become more consistent with the land use pattern identified on the Future Land Use Map. In some cases, the city may wish to initiate certain rezonings as part of an overall zoning map amendment. Other changes to the zoning map can be made in response to requests by landowners or developers. In those cases, city officials will need to determine if the time is proper for a change. It is important that the future land use plan be understood as a long range blueprint: Implementation is expected, but gradually in response to needs, conditions and availability of infrastructure. The Zoning Plan section of this chapter outlines how the Future Land Use Plan relates to current zoning. The Zoning Recommendations later in this chapter contain rezoning guidelines.

CONSTRUCTION CODES

The City of Wyandotte is required to administer the State of Michigan Construction Codes (building, mechanical, plumbing and electrical). The City of Wyandotte has also adopted the International Fire Code. These construction codes are intended to protect the public health, safety and welfare related to building construction and occupancy. Administration of one set of standardized state construction codes ensures consistency and uniformity during building plan preparation/review and construction.

PUBLIC INFRASTRUCTURE STANDARDS

Public infrastructure refers to the basic facilities and services needed for the functioning of the city such as city streets, water, sanitary sewer, storm sewer, among others. Standards to ensure consistency and uniformity have been adopted so that each facility is designed and constructed to support existing and future development.

Most land use regulations are applied when new construction or substantial redevelopment is proposed. The City of Wyandotte has a comprehensive development review process from development conceptualization to building occupancy. This process is explained in the various public information materials available at City Hall. Once proper zoning is in place, a site plan must be approved followed by approval of building and site engineering, construction plans and then permits for construction. Buildings and sites are inspected and then occupancy permits are issued. The subdivision and subsequent development of land is also carefully reviewed. Regulations are administered and enforced through monitoring by city staff and in response to complaints.

2. CAPITAL IMPROVEMENT PLAN (CIP)

The City of Wyandotte is working toward an annual multi-year CIP that contains recommended capital projects, timing, estimated costs and funding for public infrastructure (streets, bikeways, sidewalks, sanitary sewers, waterlines, storm sewers and drainage) and community facilities (public buildings, fire, police and parks). Capital projects will be identified and constructed to help support and promote desired development, and to meet the needs of residents and businesses in the city. The number of projects and project timing are influenced by several factors, in particular, the cost, need for environmental clearance or approval by other agencies, and funds available. For example, the amount of funding available from outside sources varies as new programs are established.

3. PROPERTY ACQUISITION PROGRAMS

Like all municipalities, the City of Wyandotte has the authority to acquire private property for a public purpose. This may include outright purchase acceptance of land donated by another party or acquisition through eminent domain. In addition to the ability to acquire private property for public infrastructure or facilities such as roads, sewers, public buildings and parks, the City may acquire private property to facilitate redevelopment and to eliminate nonconforming uses or structures. Land may also be acquired or managed through conservation easements for historic and environmental preservation purposes or easements to allow non-motorized connections.

4. FUNDING PROGRAMS

Some of the recommendations may be funded locally, some through outside funds, and many through a combination. The City monitors new federal and state funding programs that may be available to assist in implementation. In addition, foundations and other organizations may provide contributions. In addition to traditional sources, the city has the ability to raise revenues within a specific geographic area for specific purposes, or to capture the new increment of tax revenues in a specific geographic area for specific purposes. One example is the Downtown Development Authority. Another tax-based program is the Brownfield Act that provides funding for reuse of eligible sites. In cooperation with other governmental agencies with taxing authority, the City has effectively used tax increment finance programs to capture the new increment of tax revenue for a specific area and use those funds for public improvements within that area.

5. OTHER PROGRAMS

A variety of housing, economic development, informational and other programs may be used by the City to assist with implementation of recommendations in this Plan. Many of these are through state programs as identified in the preceding chapters such as the following:

- Michigan State Housing Development Authority (MSHDA)
- MSHDA MiPlace
- Michigan Economic Development Corporation (MEDC)
- MEDC Redevelopment Ready Communities
- Michigan Department of Transportation (MDOT) and Complete Streets Coalition
- Michigan Department of Natural Resources
- HUD CDBG

6. PARTNERSHIPS

While the City is in a position to coordinate many of the plan's implementation tasks, responsibility should not solely rest on the government. Instead, the vast array of stakeholders having key roles in either the city or region should all participate. Partnerships with the public and private sector, including Wyandotte Public Schools, Wayne County, neighborhood associations, the nearby higher education institutions, neighboring municipalities, SMART, major employers, and business will also lead to success implementing the plan's initiatives. Partnerships may range from sharing information to funding and shared promotions or services. The spirit of cooperation through alliances and partnerships will be sustained to benefit everyone in the region. City government cannot and should not do it all. Only through public/private collaboration can the plan's vision be realized.

B. FUTURE LAND USE PLAN

It is necessary to plan for future land use and development in a manner consistent with community goals and objectives. Wyandotte is a community with quality residential neighborhoods, commercial and industrial areas to provide tax base and employment, with quality municipal services and recreational opportunities. The future land use plan provides a long-range focus to help continue this balance. The future land use recommendations in this section are revisions of the future land use information and map from previously adopted plans. The map has been revised and updated based on changing development conditions, emerging planning trends, as well as input from city staff, planning commissioners and public input. The product of this effort is shown on the Future Land Use map and is further detailed in the following pages in this chapter.

New land use and community character challenges arise as Wyandotte continues to mature: Competition for desirable land uses from surrounding communities will increase; redevelopment of aging sites will increase in importance; management of traffic on an existing roadway network will continue to be a priority; and public infrastructure systems will continue to age. As a result, the development strategy has shifted towards focusing on vacant or under utilized property to provide for quality redevelopment.

The Future Land Use Plan is a representation of general physical features/land use activities in the city when fully developed and does not imply that all of the changes will or should occur in the near term. Development and redevelopment will proceed in a manner consistent with policies on the environment,

transportation and infrastructure capacity, and other matters which help determine the appropriate timeframe. Also, zoning decisions should, over time, produce changes that gradually establish greater conformity between the Zoning Map and the Future Land Use Plan. The Future Land Use Map should be carefully considered to ensure consistency is maintained when making decisions on planning and development matters: Community changes which directly conflict with the Future Land Use Map could undermine the long-term objectives of the city and should be avoided.

Importantly, deviations from the Future Land Use Map and the Master Plan may be appropriate when justified by more detailed information, changes to conditions, or in cases where a deviation is not contrary to the overall intent and purpose of the Plan. The Future Land Use Map or the Master Plan may require update in cases where proposed deviations would significantly alter the general direction or vision as depicted by the Plan. An amendment to the Future Land Use map and/or the policies should be required in the case where a development, because of its scale or intensity, has a potential to create significant impact on surrounding uses, services or traffic and must be carefully considered in the context of community goals and objectives.

FACTORS CONSIDERED

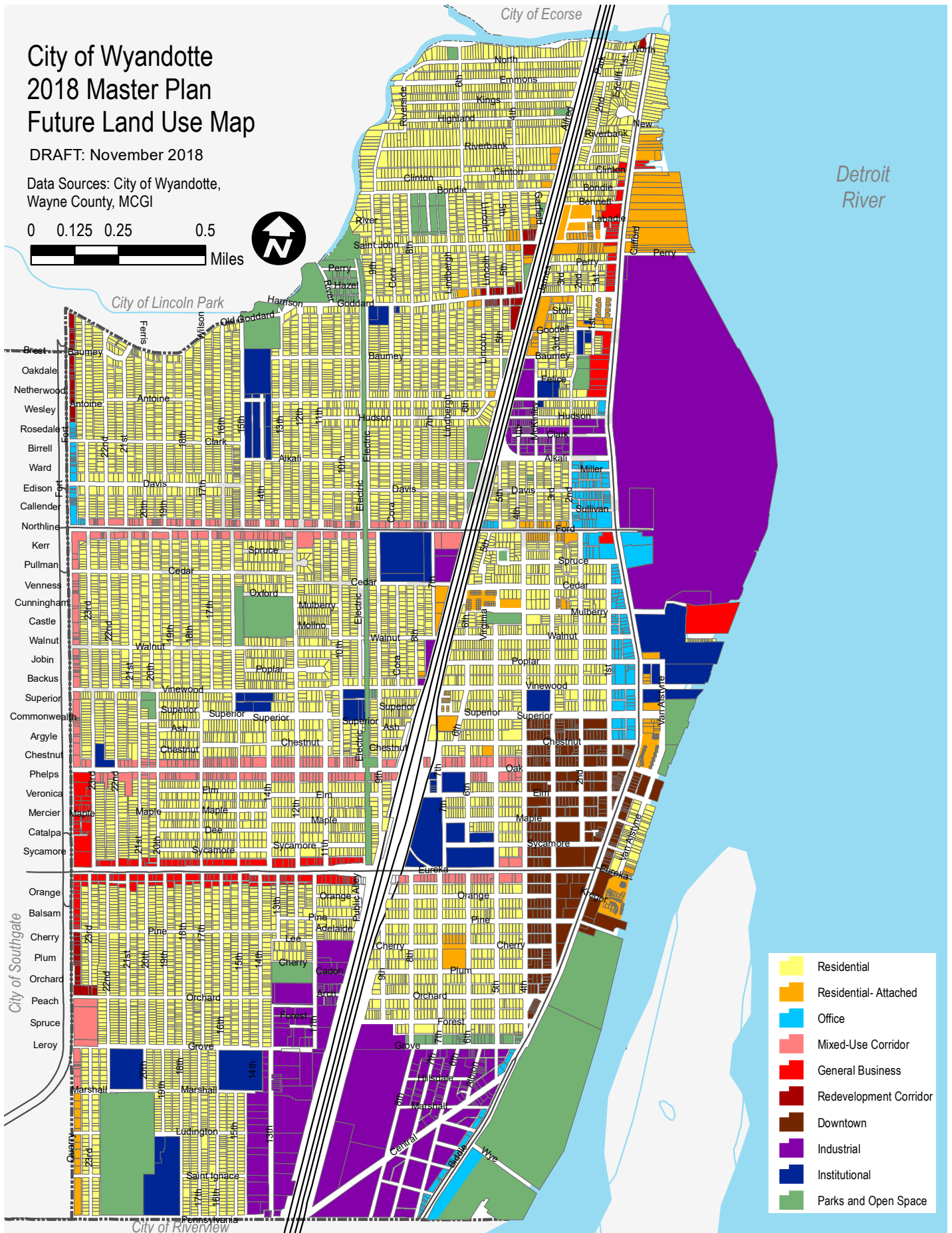
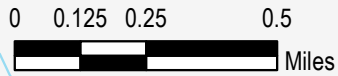
Remaining consistent with previous Master Planning processes, this update of the Future Land Use Map and the Master Plan incorporates input received during the public participation process, acknowledges existing land use patterns, and reflects planning best practices. More specifically, the following factors were taken into consideration in preparing the Future Land Use Map:

- **Existing Land Use.** Locations of most existing commercial and industrial developments are appropriate and will continue to serve as the primary business centers. Residential neighborhoods are well established and strong. The community land use patterns have evolved in an orderly manner and will be reinforced, rather than altered in a significant manner.
- **Existing Zoning.** There is no “vested interest” that guarantees zoning will not change: In fact changes are suggested by this Master Plan. However, such changes were carefully considered to ensure the general development arrangement remains consistent and landowners will be ensured a reasonable use of their land.
- **Relationship of Incompatible Uses.** The Future Land Use Plan provides important guidance in the ongoing effort to reduce or eliminate incompatible land use relationships. Providing a transition between land uses, such as the introduction of office or attached residential between commercial corridors and single family residential areas, is one approach that can accomplish such a transition. In other cases natural features or landscaping can help facilitate such a transition. Importantly, the Plan designates general land use patterns for uses considered most appropriate to fulfill the long-term objectives of the community.
- **Capacity of Streets, Infrastructure and Facilities/ Services.** Accessibility to and the capacity of the street network help establish the types and intensity of uses that may be served in an area without adversely impacting traffic operations. The availability of community facilities such as schools and recreational facilities affects the areas that are especially attractive for residential development, while police and fire protection also assist with the quality of life provided to all land uses.
- **Market Conditions.** The nature of residential, commercial, and industrial land uses are evolving, with aging development types often becoming less desirable or obsolete. This can result in an oversupply of certain types of development, especially commercial. Redevelopment of existing uses is encouraged, and the future land use designations reflect a balance and mixture of uses targeted to key areas.
- **Land Use Patterns in the Wyandotte Area and Other Communities.** Land use patterns for surrounding communities and the region were also considered.
- **Previous Master Plan.** Recommendations from the previous Master Plans formed the foundation of this Plan update. Those recommendations were refined based on analysis of new data, recent development trends and other factors.
- **Public Input.** Comments and opinion about land use patterns and related community planning issues as conveyed at various public forums and stakeholder interviews were also considered.

City of Wyandotte 2018 Master Plan Future Land Use Map

DRAFT: November 2018

Data Sources: City of Wyandotte,
Wayne County, MCGI



- Residential
- Residential- Attached
- Office
- Mixed-Use Corridor
- General Business
- Redevelopment Corridor
- Downtown
- Industrial
- Institutional
- Parks and Open Space

FUTURE LAND USE DESCRIPTIONS

Detailed below are the Future Land Use descriptions that correlate to the land use districts identified on the Future Land Use Map. The Future Land Use Map indicates what the land uses should be in Wyandotte twenty years from now. This does not mean that the City should change its zoning districts immediately to correspond to the Future Land Use Map, but some areas, especially corridors are recommended for greater design standards and flexibility in uses that should be prioritized as short-term amendments.

Some of the designations will match existing conditions while others will not. Future Land Use should be a “road map” for the location of land uses in the City over the long term. Each land use description includes strategies that can be followed to guide land use decisions and implement the intent of the different categories.

The land use plan also divides the Fort Street corridor into different identifiable segments (see also Chapter 3: Redevelopment for more on Fort Street Corridor Redevelopment). Market conditions, the amount of vacant retail space as well as under-utilized retail lots require a different approach to how the City plans for this and other retail corridors. The following category descriptions and strategies reflect a change in the policies for development and redevelopment along these corridors to encourage a flexible mixture of uses.

SINGLE-FAMILY RESIDENTIAL

- The primary land use in Wyandotte, the single-family neighborhoods are planned for continuing reinvestment as single-family homes.
- Infill or replacement housing should complement the scale and massing of nearby homes.
- Promote reinvestment in older neighborhoods. Both City-sponsored acquisition/disposition initiatives and non-profit-led rehab should continue for ongoing neighborhood stabilization.

ATTACHED RESIDENTIAL

- A flexible mix of housing types including townhouses, apartments, live/work.
- Encourage a variety of housing types along corridors.
- Maintain quality of apartment buildings as they age.
- Utilize attached residential as a transitional use between less intense single-family residential and non-residential uses.

MIXED-USE CORRIDOR

- Historically a mixture of traditional neighborhood commercial and office uses, these areas could be integrated with attached housing types for a full mixture of uses, including live/work opportunities.
- Predominantly one-story buildings, but additional two-story buildings could be supported, especially with second-floor housing or office space.
- As with other mixed-use/commercial districts, the Corridor Mixed-Use district should minimize the impact of surface parking, especially in front yards.
- Commercial uses in this district should be less intense and more neighborhood-focused, both in terms of uses and scale and minimizing parking, noise, and lighting impacts on neighbors.

OFFICE

- Gateway office and employment uses.
- Hospital-supportive medical and office uses.
- Limited research and development uses.
- Artist/maker space.
- Buildings fronting street, parking in rear or side yard.
- Pedestrian-friendly, traditional urban design.
- Preserve historic homes, but permit conversion into offices

GENERAL BUSINESS

- Predominantly located along Fort Street and Eureka, this district is intended for community-serving commercial uses, which rely on good access and high visibility.
- While larger, more intense commercial uses are allowed, there should be a renewed importance placed on site and building design to promote the Wyandotte quality evident in nearby residential neighborhoods. Motorists should view movement along the corridors as a pleasant, inviting experience.
- Avoid allowing nearby parcels, especially in residential neighborhoods, be converted to commercial use.
- Encourage an assembly of smaller parcels for more meaningful, consolidated development projects.
- Preserve traditional storefronts where possible to promote walkability and a greater sense of place
- Permit attached housing as an option for redevelopment or second-story flats or live/work buildings.
- Reduce front yard parking and promote buildings at the front lot line. Where parking fronts the sidewalk, require a knee wall or screening landscaping in the required planting area.

REDEVELOPMENT CORRIDOR

- Mix of small-scale older commercial buildings with small lots.
- Located in clusters on Fort Street and near railroad.
- Could benefit from better site design to improve the City's presence along the corridor.
- Consolidate parcels to encourage a better development pattern.
- Permit non-traditional retail uses such as small-scale research and development, office, and manufacturing incubator sites.
- Prohibit the outdoor storage of equipment and supplies.
- Allow light automobile repair with appropriate performance standards.

DOWNTOWN

- A vibrant mix of storefront retail, municipal anchors, and multi-story mixed use buildings.
- Emphasize walkability through continued streetscape improvements and amenities, outdoor seating, retail storefronts, pedestrian-scaled signage.
- Strengthen physical and visual connections to riverfront.
- Reduce dependence on surface parking lots and encourage public and private building-integrated parking.

INDUSTRIAL

- Manufacturing, assembly, and processing of goods and materials.
- Look for opportunities to improve site design as redevelopment occurs.
- Limit visibility of outdoor storage from the street.
- Provide sufficient buffers between industrial and non-industrial uses to limit impacts on neighbors.

INSTITUTIONAL AND PARKS AND OPEN SPACE

- Key assets that contribute to community identity are the neighborhood parks, schools, churches, and cemeteries across the city.
- This plan expects existing institutional uses to remain, but, in the case that one of these existing uses ceases to exist, the future land use for that site would revert to the adjacent single-family residential use.
- School/church reuse standards: Because these buildings have distinct form that is difficult to repurpose into single-family homes without demolition and whole scale redevelopment, a few additional uses should be considered for adaptive reuse and infill:
 - Attached residential
 - Community center
 - Recreational uses
- Any building additions should be context-sensitive and match the general massing and materials of the existing building and setbacks
- The school district and City Parks department should explore future partnerships for programming and maintenance of city-owned parks.

C. ZONING PLAN

Zoning is a key mechanism for achieving the desired land use pattern and quality of development advocated in the plan. This section provides a useful guide relative to the inconsistencies between current zoning patterns and proposed future land use designations.

Because the Future Land Use Plan is a long range vision of how land uses should evolve over time, it should not be confused with the City's zoning map, which is a current (short-term) mechanism for regulating development. Therefore not all properties should be immediately rezoned to correspond with the plan. The Future Land Use Plan is intended to serve as a guide for land use decisions over a longer period of time (5+ years).

In addition, the Future Land Use map is generalized. Zoning changes in accordance with the plan should be made gradually and strategically so that change can be managed. The Future Land Use map as well as the plan's goals and strategies should be consulted to judge the merits of a rezoning request.

The plan categories correspond to zoning districts, but there is some generalization. The following table provides a zoning plan indicating how the future land use categories in this Master Plan relate to the zoning districts in the zoning ordinance. In certain instances, more than one zoning district may be applicable to a future land use category.

Zoning		Future Land Use	Residential	Attached Residential	Office	Mixed-Use Corridor	General Business	Redevelopment Corridor	Downtown	Industrial	Institutional	Parks/Open Space
Residential	RA - One Family Residential											
	RT - Two Family Residential											
	RM-1 Multiple Family Residential											
	RM-1A Multiple Family Residential											
	RM-2 Multiple Family Residential											
	RM-3 Multiple Family Residential											
Commercial	O-S - Office Service											
	B-1 - Neighborhood Business											
	B-2 - General Business											
	CBD - Central Business District											
Industrial	I-1 - Industrial											
	I-2 - Industrial											
	I-2 - Industrial											
	P-1 - Vehicular Parking											
	RU - Recreation Unit											
	PD - Plan Development											

ZONING RECOMMENDATIONS

As one of the primary tools to implement this plan, the zoning ordinance and accompanying map should be amended to align the strategies in this plan with the zoning districts and administrative procedures. The recommendations below should be taken into consideration with a more comprehensive audit of the ordinance during the amendment process.

REFINE DISTRICTS

Utilize the Future Land Use plan as a guide for consolidating, simplifying, and creating districts that maximize flexibility of uses and emphasize site design and character.

- Consolidate Multiple Family districts into a Mixed Residential district that emphasizes form and character of attached units rather than density.
- Adopt form-based Mixed-Use Corridor to allow a flexible mixture of attached residential, retail, and office uses focused on form and character rather than current block-by-block use separation.
- Revise the intent and uses of the Office district to promote a mixture of office uses with research and development uses, emphasizing traditional building orientation and site design to compliment the downtown.
- Collapse the Industrial districts while maintaining nuisance regulations.
- Create a use table to improve clarity and consistency across districts. Remove cumulative uses and create distinct uses for each district.

STREAMLINED REVIEW PROCESS

- Strengthen the administration section with more details on the process.
- Differentiate between site plan review and sketch plan review process.
- Add site plan review process and standards for approval.
- Reconsider Planned Development zoning to encourage a more streamlined review process for mixed-use projects based on form standards

There are no qualification standards for the PD District and it is unnecessarily burdensome with a three stage review process.

- Reduce the number of special land uses
- Move the special land use standards and review process to its own chapter
- Reduce the number of footnotes to the Schedule of Regulations.
- Add standards for rezonings to the amendments chapter.

INCORPORATE LATEST BEST PRACTICES

- Add Bicycle Parking requirements and standards, especially for the Mixed Residential and Commercial/Mixed-Use districts.
- Consider low-impact design stormwater management requirements for parking lot design

MISCELLANEOUS ZONING RECOMMENDATIONS

- Adult use definitions should be moved to the adult use section.
- Move Open Storage from Performance Standards to General Provisions.
- The plant list under American Legal is unreadable due to formatting.
- Construction signs should fall under temporary signs.
- More comprehensive lighting regulations are needed.

D. ACTION PLAN

The implementation tools outlined above are available and should be used to achieve the goals and objectives of the Master Plan. Comprehensive implementation actions have been developed to organize and apply these tools. Under each topic, specific actions, tools, and a timeframe for implementation are identified. The details of the strategies to implement the Master Plan are specified in the table below.

Short=1-2 years
 Medium=3-5 years
 Long=5+ years
 Reg.=Regulatory
 Policy=Policy/Program
 CIP=Capital Improvement
 Partner=Partnership

			Responsible Party			
Action	Priority	Tool	Staff	Officials	Other Gov't	Private
Neighborhoods						
Continue to encourage mixed use development (upper floor residential) – particularly in downtown.	Ongoing	Policy	✓	✓		
Continue efforts to enforce existing housing maintenance and rental codes, so that existing housing stock does not deteriorate from negligence. Enhance these efforts where necessary.	Ongoing	Reg.	✓			
Encourage a variety of housing types in and near downtown and along major corridors by revising zoning districts to permit a mixture of uses.	Short	Reg.	✓	✓		
Support, encourage and educate neighborhood organizations as agents to promote property improvement and the construction of infill housing that meets the needs of the market while complementing the existing character of the area.	Short	Partner	✓	✓		
Work with local non-profits to support home maintenance and repair programs.	Short	Partner	✓			
Identify locations for new senior living apartments with easy at-grade access and elevators.	Short	Policy	✓			✓
Maintain dialog between major employers concerning the housing needs of employees.	Medium	Policy	✓	✓		✓
Craft single-family neighborhood infill design guidelines to protect the integrity of historic neighborhoods.	Medium	Policy				
Partner with local non-profits to provide assistance in retrofitting mature homes for seniors to have universal or barrier-free design to allow people to remain in their homes.	Medium	Policy	✓			✓

			Responsible Party			
Action	Priority	Tool	Staff	Officials	Other Gov't	Private
Quality of Life						
Work with the school district to maintain and upgrade City-owned recreational facilities utilized by the district.	Ongoing	Partner	✓			
Coordinate with the school district on arts/cultural programming.	Ongoing	Partner	✓			
Provide strong city services and facilities, sustaining the quality of street lighting, sidewalks, curbs, gutters and pavement.	Ongoing	CIP	✓	✓		
Pursue the long- and short-term goals of the Parks and Recreation Plan and update the plan every five years to maintain eligibility for state funding.	Ongoing	Policy	✓	✓		
Develop and implement Low Impact Design (LID) guidelines for private development and public infrastructure projects that minimize environmental impacts.	Medium	Reg.	✓	✓		
Work with MDEQ to understand development opportunities/limits regarding privately owned public space (POPS) such as boardwalks and/or fishing piers along the riverfront.	Medium	Reg.	✓	✓	✓	✓
Explore alternative locations for the farmer's market.	Medium	Policy	✓	✓		
Downtown						
Develop enforcement mechanism to ensure downtown employees park in non-prime spaces to leave on-street spaces available for patrons.	Ongoing	Reg.	✓		✓	✓
Prepare a parking management and pricing plan to study utilization to ensure the most convenient on-street parking is prioritized for high turnover by patrons and that employees are parking on the edges of downtown. Maximize the capacity of City-owned lots and explore the potential for parking structures (public and private).	Short	Policy	✓		✓	
Improve alley circulation for vehicles (including service trucks), pedestrians, and explore the possibility of providing a bicycling alternative to Biddle.	Medium	CIP	✓			
Consider additional event-focused "hop on/hop off" transit circulators.	Medium	Policy	✓		✓	
Integrate the riverfront into the function and activities of the Central Business District (CBD) through improved physical connections, wayfinding and event programming along Oak St.	Medium	CIP	✓	✓	✓	
Encourage public-private improvements along the alleys to express the unique character, improve drainage, and enhance safety.	Medium	CIP	✓	✓		✓

			Responsible Party			
Action	Priority	Tool	Staff	Officials	Other Gov't	Private
Connectivity						
Pursue the installation of planned walkway and bikeway facilities, including road crossings, in conjunction with scheduled road improvements projects.	Ongoing	CIP	✓			
Prepare a more detailed non-motorized plan to evaluate and plan for and prioritize implementation of bike routes, trails, and sidewalk improvements between neighborhoods, parks, employment areas, schools, business districts, and bus stops.	Short	Policy	✓	✓		
Prepare a wayfinding plan for key entrances to the City and throughout Downtown.	Short	Policy	✓	✓		
Require a front yard landscaped setback for parking areas to allow vehicles to stack on site rather than in a street or driveway	Short	Reg.	✓	✓		
Support the Downriver Linked Greenways Initiative through bike route connections, especially exploring alternatives for Biddle/the riverfront and the Electric St. greenway.	Short	CIP	✓		✓	
Work with SMART to install bus stop enhancements such as sidewalks to bus stops, pads, shelters, lighting, seating, and waste receptacles at priority stops.	Medium	CIP	✓		✓	
Prepare access management standards along major corridors to reduce the number of driveway access points.	Medium	Reg.	✓			
Prepare flexible street design standards that support walking, biking, and are designed to promote driving at speeds appropriate for the setting.	Medium	Reg.	✓	✓		
Pursue local, state, and federal funding to implement non-motorized transportation improvements both in the right-of-way and off-road trails and pathways.	Medium	CIP	✓	✓	✓	
Pursue the installation bike route signage and pavement markings, based on the recommendations of the non-motorized plan.	Medium	CIP	✓			
Work with organizations and advocacy groups such as bicycle users, seniors, and schools to develop Safe Routes to School programs to identify priority needs for walking and bicycling.	Medium	Partner	✓		✓	✓
Identify and pursue stronger riverwalk connections to region with particular collaboration with the City of Riverview to the south.	Long	Partner	✓	✓	✓	

			Responsible Party			
Action	Priority	Tool	Staff	Officials	Other Gov't	Private
Redevelopment						
Encourage major employers to take an active role in redevelopment, since a vital downtown and overall quality city will make it easier to attract talented employees.	Ongoing	Partner	✓			✓
Prepare development RFPs and receive and evaluate responses. Efforts to prepare new RFPs should continually improve and strive to meet or exceed best practices.	Ongoing	Policy	✓			✓
Acquire underutilized land and prioritize sites for strategic redevelopment.	Ongoing	CIP				
Engage the public and stakeholders in impactful redevelopment projects proactively.	Ongoing	Partner	✓	✓		✓
Work with local, regional, and state partners to developer matchmaking events to showcase redevelopment opportunities and solicit new developers to the city.	Short	Partner	✓	✓	✓	✓
Promote creative reuse of city-owned property by sharing the city's vision for typical sites, corridors, and neighborhoods.	Short	Policy	✓	✓		
Reevaluate existing zoning along Fort Street, Oak, Ford and Eureka with an eye toward expanding the range of permitted uses so that a higher level of mixed use development can occur. A development model that includes first floor retail/consumer service and upper floor residential/office should be considered as an alternative to single use suburban development patterns.	Short	Reg.	✓	✓		
Strengthen the community development webpage by showcasing economic development and redevelopment resources to highlight available properties and house redevelopment resources and plans.	Short	Policy	✓	✓		
Develop a "Why Wyandotte" marketing piece and fact sheet on business and housing demand.	Short	Policy	✓			
Develop a long-range plan for Yack Arena and the City Hall parking lot to maximize each's potential, including expanding programming at Yack Arena to consider an indoor farmer's market and art fair vendors.	Medium	Partner	✓			
Work with the City of Riverview on remediation and redevelopment of the former Arkema site.	Medium	Partner	✓		✓	
Evaluate long-term use of the golf course.	Long	Policy	✓	✓		

			Responsible Party			
Action	Priority	Tool	Staff	Officials	Other Gov't	Private
Economic Development						
Explore ways the City can encourage development activity, aside from a hotel, that is supportive of employers of all sizes.	Ongoing	Policy	✓			
Support arts and culture festivals/events like the Art Fair that position Wyandotte as an arts downtown.	Ongoing	Partner	✓			
Work with surrounding communities to develop marketing and promotional pieces that showcase the region.	Ongoing	Partner	✓		✓	
Maintain strong and ongoing dialog between municipal officials and major local business entities (BASF, Wyandotte Hospital and others) with a focus on understanding facility expansion needs and redevelopment possibilities.	Ongoing	Partner	✓			✓
Maintain strong and ongoing dialog with institutions, community groups, the DDA , Detroit Regional Chamber and Southern Wayne County Regional Chamber.	Ongoing	Partner	✓		✓	
Work with employers to identify workforce needs and link with the WINetwork to connect employers to workforce data and development programs.	Ongoing	Partner	✓			✓
Work with the MEDC CATEam specialist to identify pertinent incentives for redevelopment. This includes accessing CRP, BDP, New Market Tax Credits (when available), utilizing PA 198 Abatements and other tools to support base company growth.	Ongoing	Partner	✓		✓	
Support the school district with job training, workforce development, and vocational education collaboration opportunities.	Ongoing	Partner			✓	✓
Explore possibilities for a new hotel, preferably in or near downtown.	Short	Policy				✓
Explore physical improvements to the marina to promote tourism and recreation.	Short	CIP	✓	✓		
Develop a business recruitment marketing piece to highlight community tax rates, access to talent, local and regional amenities, utility availability for large sites and incentives available.	Short	Policy	✓			
Work with the Business Attraction team at Detroit Regional Chamber and MEDC to promote sites that are available. Ensure that vacant properties and buildings are uploaded onto zoom prospector (www.michigan.zoomprospector.com).	Short	Partner	✓		✓	
Develop a marketing and promotional campaign that positions Wyandotte as Downriver's Downtown.	Short	Policy	✓			

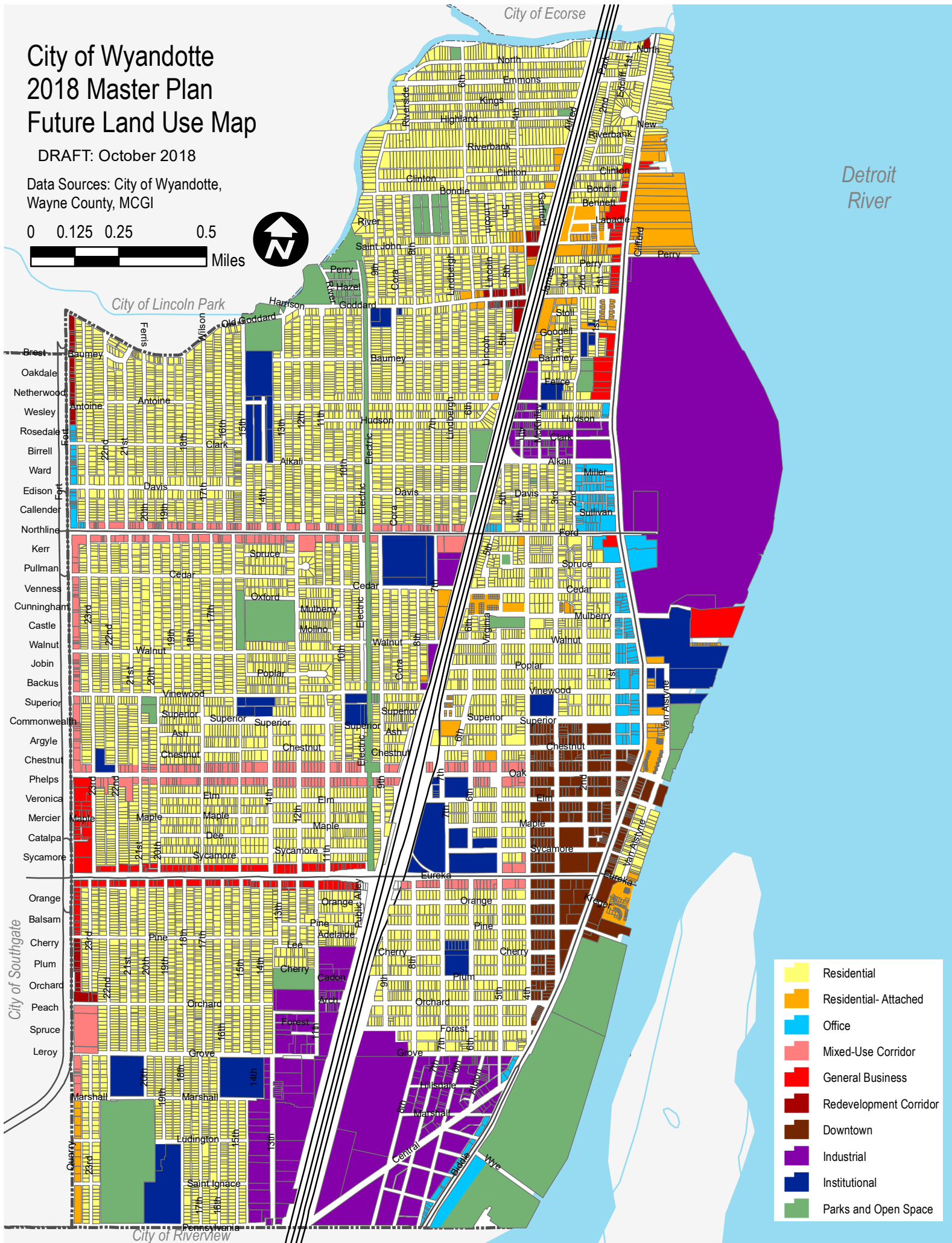
Action	Priority	Tool	Responsible Party			
			Staff	Officials	Other Gov't	Private
Continue exploratory efforts to build new waterfront transportation amenities, parks and public access to the waterfront.	Medium	CIP	✓	✓		
Explore the development of a micro-loan/grant program to support small business development ventures including capital improvements, marketing, promotions, equipment purchases, and employee training.	Medium	Policy	✓			
Encourage regional and national fishing tournaments along the Detroit River.	Medium	Policy	✓			✓
Promote the city as an RRC community when certified.	Medium	Policy	✓			
Support entrepreneurs and start ups, exploring redevelopment sites for makerspace and tapping into business development resources through Downriver Community Conference, SCORE, SBA, and Southern Wayne Chamber of Commerce.	Medium	Partner	✓			✓
Support efforts to establish Wyandotte as a cruise ship destination.	Long	Policy	✓			✓
Zoning						
Complete a comparative analysis of the zoning map and the future land use map and determine which zoning changes should be pursued by the city in order to implement the plan. Priorities include: Consolidate Multi-family districts; Adopt form-based Mixed-Use Corridor district; Revise the intent and uses of the Office district to promote mixed-use; Create a use table to provide consistency across district.	Short	Reg.	✓	✓		
Convert the zoning map into color-coded GIS so it is easier to read.	Short	Reg.	✓			
Leadership						
Review the master plan annually and track progress toward achieving actions.	Ongoing	Policy	✓	✓		
Convene an annual meeting between Council and Planning Commission to review Annual Report and set priorities for planning, zoning, and redevelopment.	Ongoing	Policy		✓		
Provide training for elected and appointed officials and staff and monitor participation.	Ongoing	Policy		✓		
Amend the Capital Improvement Plan (CIP) to be consistent with the master plan.	Ongoing	Policy	✓	✓		
Review the master plan every 5 years and, when necessary, update or amend the plan.	Ongoing	Policy	✓	✓		

City of Wyandotte 2018 Master Plan Future Land Use Map

DRAFT: October 2018

Data Sources: City of Wyandotte,
Wayne County, MCGI

0 0.125 0.25 0.5
Miles



City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, December 20, 2018, Meeting
MINUTES AS RECORDED

The meeting was called to order by Chairperson Pasko at 6:30 p.m.

COMMISSIONERS PRESENT: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

COMMISSIONERS EXCUSED: Adamczyk, Benson, Duran

ALSO PRESENT: Ben Tallerico, Planning Consultant
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

None

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Lupo to approve the minutes of the Meeting of October 18, 2018 and November 15, 2018. MOTION PASSED

OLD BUSINESS:

None

NEW BUSINESS:

- 1. PUBLIC HEARING** – A request from 1st Metro-Wyandotte, LLC, Applicant and owner, for a Certificate of Occupancy for two (2) apartments on the 2nd floor at 2909 Biddle Avenue, Wyandotte, in a CBD Zoning District where the proposed conflicts with Section 1301.D of the City of Wyandotte Zoning Ordinance.

MOTION BY COMMISSIONER RUTKOWSKI, Supported by Commissioner Mayhew
WHEREAS, the Planning Commission received a request from 1ST Metro-Wyandotte, LLC, Owner and Appellant, for a Certificate of Occupancy for two (2) residential units on the second floor at 2909 Biddle Avenue, Wyandotte in the Central Business District (CBD);
AND

WHEREAS, the Planning Commission held the required public hearing on December 20, 2018, where comments were heard and made part of the file;

NOW, THEREFORE BE IT RESOLVED that the Planning Commission approves the Certificate of Occupancy for two (2) residential units on the second floor at 2909 Biddle Avenue, Wyandotte, provided the Zoning Board of Appeals approves a parking variance.

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

- 2. PUBLIC HEARING** - A request from 4 Tech Signs (Appellant) and Jonathan Hutchinson, (Owner) for a Building Permit for a Pole Sign at 939 Ford Avenue, Wyandotte in a B-2 Zoning District, per Section 2408.F.1.2.b.1 of the City of Wyandotte Zoning Ordinance.

MOTION BY COMMISSIONER MAYHEW, Supported by Commissioner Parker Whereas the Commission reviewed the request of 4 Tech Signs (Appellant) and Jonathan Hutchinson (Owner) for a LED Pole Sign at 939 Ford Avenue, Wyandotte in a B-2 Zoning District;

WHEREAS, the Planning Commission held the required public hearing on December 20, 2018, where comments were heard and made part of the file;

NOW THEREFORE BE IT RESOLVED that the Commission **APPROVES** the request of 4 Tech Signs for an LED Pole Sign at 939 Ford Avenue, Wyandotte, Michigan based on the following reason:

Due to the location of the building on the property and the lot constraints

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

- 3. 2019 Capital Improvements Plan.**

MOTION BY COMMISSIONER SARNACKI, Supported by Commissioner Rutkowski, that the 2019 Capital Improvements Plan for the City of Wyandotte dated November 21, 2018, is hereby received: AND

BE IT FURTHER RESOLVED that the Commission forward said 2019 Capital Improvements Plan to the City Council.

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

- 4. Final DRAFT Master Plan.**

MOTION BY COMMISSIONER RUTKOWSKI, Supported by Commissioner Sarnacki, that the Draft 2018 Master Plan for the City of Wyandotte dated December 2018, is hereby received: AND

BE IT FURTHER RESOLVED that the Commission forwards the Draft 2018 Master Plan to the City Council.

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

OTHER BUSINESS:

- Approval of the 2019 Meeting and Filing Deadline Dates.

MOTION BY COMMISSIONER LUPO, supported by Commissioner Parker to approve the 2019 Meeting and Filing Deadline dates.

MOTION PASSED

- Monthly Report from the City Planner.

Mr. Tallerico reviewed the monthly report with the Commission.

PERSONS IN THE AUDIENCE:

None

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER PARKER, supported by Commissioner Rutkowski to: Pay Beckett & Raeder for Planning Consultant fee for December 2018 in the amount of \$700

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Parker to adjourn the meeting at 7:25 PM.

PUBLIC HEARING – A request from 1st Metro-Wyandotte, LLC, Applicant and owner, for a Certificate of Occupancy for two (2) apartments on the 2nd floor at 2909 Biddle Avenue, Wyandotte, in a CBD Zoning District where the proposed conflicts with Section 1301.D of the City of Wyandotte Zoning Ordinance.

Chairperson Pasko opened the hearing and asked if there was anyone present who wished to speak about this hearing.

Hussein Mazloun, Owner present.

Mr. Mazloun indicated that they would like to convert the upper commercial area into two (2) residential units.

Susan Zeal, Architect for project. Ms. Zeal indicated that the upper units were not occupied and they were offices.

Commissioner Lupo asked if the items listed on the letter from the City Engineer dated February 2nd have been addressed.

Ms. Zeal indicated that every issue has been addressed.

Commissioner Lupo asked if the City has reviewed it.

Mr. Mazloun stated that the work has not started nor have any permits been issued.

Chairperson Pasko indicated that the owner is here for special approval for the use.

Mr. Mazloun stated that he does not want the area to stay vacant and once the units are converted to residential they will be very nice.

Commissioner Rutkowski asked what the square footage of the units will be.

Mr. Mazloun stated just under 800 square feet with two (2) bedrooms.

There being no other discussion the hearing was closed.

No communications were received regarding this hearing.

PUBLIC HEARING - A request from 4 Tech Signs (Appellant) and Jonathan Hutchinson, (Owner) for a Building Permit for a Pole Sign at 939 Ford Avenue, Wyandotte in a B-2 Zoning District, per Section 2408.F.1.2.b.1 of the City of Wyandotte Zoning Ordinance.

Mr. Tallerico reviewed the Ordinance and requirements and indicated that a pole sign is allowed only when the applicant cannot provide a ground sign. Mr. Tallerico further indicated that there is currently a pole sign at this location.

Chairperson Pasko opened the hearing and asked if there was anyone present who wished to speak about this hearing.

Commissioner Mayhew indicated that the Section that the sign is in violation of should be Section 2408.2.b.1.

Mike Abueida, 4 Tech Sign present.

Mr. Abueida stated that they are requesting to replace a 24 square foot pole sign with a 28 square foot pole sign. The current pole sign is pleasing and there is really no other location for a ground sign that would not interfere with entering or existing the property.

Commissioner Rutkowski asked if the green area just past the current sign could be considered for a ground sign.

Tyler Hutchinson, owner, present.

Mr. Hutchinson indicated that placing a ground sign in that area would obstruct traffic on Electric Street.

Commissioner Rutkowski asked if the driveway on to the property is one-way.

Mr. Hutchinson stated that the driveway just exists onto Ford Avenue.

Commissioner Mayhew indicated that with the right of way on Electric the Owner might not meet the setbacks for a ground sign.

Commissioner Rutkowski asked about the green space on the east side of the building.

Mr. Hutchinson indicated that they are planning to have a survey of the property done because they are not sure where the property lines are on that side of the building.

Commissioner Lupo indicated that the proposed sign will be higher than the building.

Mr. Abueida indicated that the new pole sign could be lowered to be the same height as the building.

Mr. Tallerico asked what the measurement on east side lot line is.

Mr. Hutchinson indicated that they have picnic tables and trash cans on that side, but they are not sure where the property line is.

Commissioner Lupo indicated that this appeal could be held in abeyance until a survey is completed on the property.

Commissioner Parker stated that he does not think there is enough room on the east side and further it would not really serve the business on that side of the property.

There being no other discussion the hearing was closed.

No communications were received regarding this hearing.

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

WHEREAS, the State of Michigan Municipal Planning Act (PA 33 of 2008) requires the Planning Commission to submit the proposed master plan to the legislative body, and requires the legislative body to approve the distribution of the proposed master plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City of Wyandotte, Michigan through its City Council, directs the City Administrator to post and distribute the draft Master Plan to all neighboring communities and required and interested parties for the 63-day review period as outlined in the State of Michigan Municipal Planning Act (PA 33 of 2008).

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # 14

ITEM: City of Wyandotte Capital Improvements Plan - FY 2019

PRESENTER: Todd A. Drysdale, City Administrator 

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Pursuant to Wyandotte's participation in the Michigan Economic Development's (MEDC) Redevelopment Ready Certification (RRC) program, attached you will find the City of Wyandotte's Capital Improvements Plan (CIP) for Fiscal Year 2019. This document has been reviewed by the MEDC and approved by the Planning Commission.

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 City's Capital Improvements Plan for Fiscal Year 2019.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Submit the approved plan to the MEDC and post the CIP for Fiscal Year 2019 on the City's website.

COMMISSION RECOMMENDATION: Planning Commission approval December 20, 2018

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS

1. Capital Improvements Plan 2019
2. Planning Commission resolution dated December 20, 2018 which approves the city's Capital Improvements Plan for Fiscal Year 2019

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: January 14, 2019

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 accepts and approves the City of Wyandotte Capital Improvements Plan for Fiscal Year 2019 as written.

I move the adoption of the foregoing resolution.

MOTION by

Councilperson_____

Supported by Councilperson_____

YEAS_____

COUNCIL_____

NAYS_____

Alderman
Calvin
Desana
Maiani
Sabuda
Schultz

CAPITAL IMPROVEMENTS PLAN

2019



11/21/2018

CITY OF WYANDOTTE, MICHIGAN

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CAPITAL IMPROVEMENTS PLAN

OVERVIEW

The City of Wyandotte's Capital Improvements Plan (CIP) outlines a schedule of public service expenditures over the ensuing six-year period (Fiscal Years 2019-2024). The CIP does not address all of the capital expenditures for the City, but for large, physical improvements that are permanent in nature, including basic facilities, services and installations needed for the functioning of the community. These include transportation systems, utilities, infrastructure, municipal facilities and other miscellaneous projects.

To qualify for inclusion in the CIP, a project must:

1. Constitute permanent, physical or system improvements greater than or equal to \$50,000.00;
2. A program of projects whose total is \$50,000.00 (playgrounds, neighborhood parks);
3. Significant equipment purchases in excess of \$50,000.00 with a useful life of at least ten years;
4. A study of at least \$50,000.00 that will lead to such projects

Projects which are considered operational or routine maintenance are excluded from the CIP.

What are Capital Improvement Projects?

Capital improvement projects are major and infrequent expenditures, such as the construction of a new facility, a major rehabilitation or repair of an existing facility, or the purchase of major equipment. Capital improvement projects are non-recurring expenditures that tend to be large both in physical size and in cost and have a long-term usefulness (10 years or more).

Examples of capital improvement projects can include:

- Renovation/construction of new city hall
- Construction of a new fire station
- Extension of a water/sewer line
- Purchase of a new fire truck

- Major rehabilitation of a city-owned building
- Creation of a new city park

Examples of expenditures which would not usually constitute a capital improvement project include:

- Purchase of new office furniture or computers
- Purchase of small equipment (lawn mowers, copiers, individual computers, etc.)
- Recurring maintenance of existing facilities
- Minor repairs of existing buildings and equipment
- Minor improvements to existing buildings (carpet, painting, etc.)

What are the benefits of preparing a CIP?

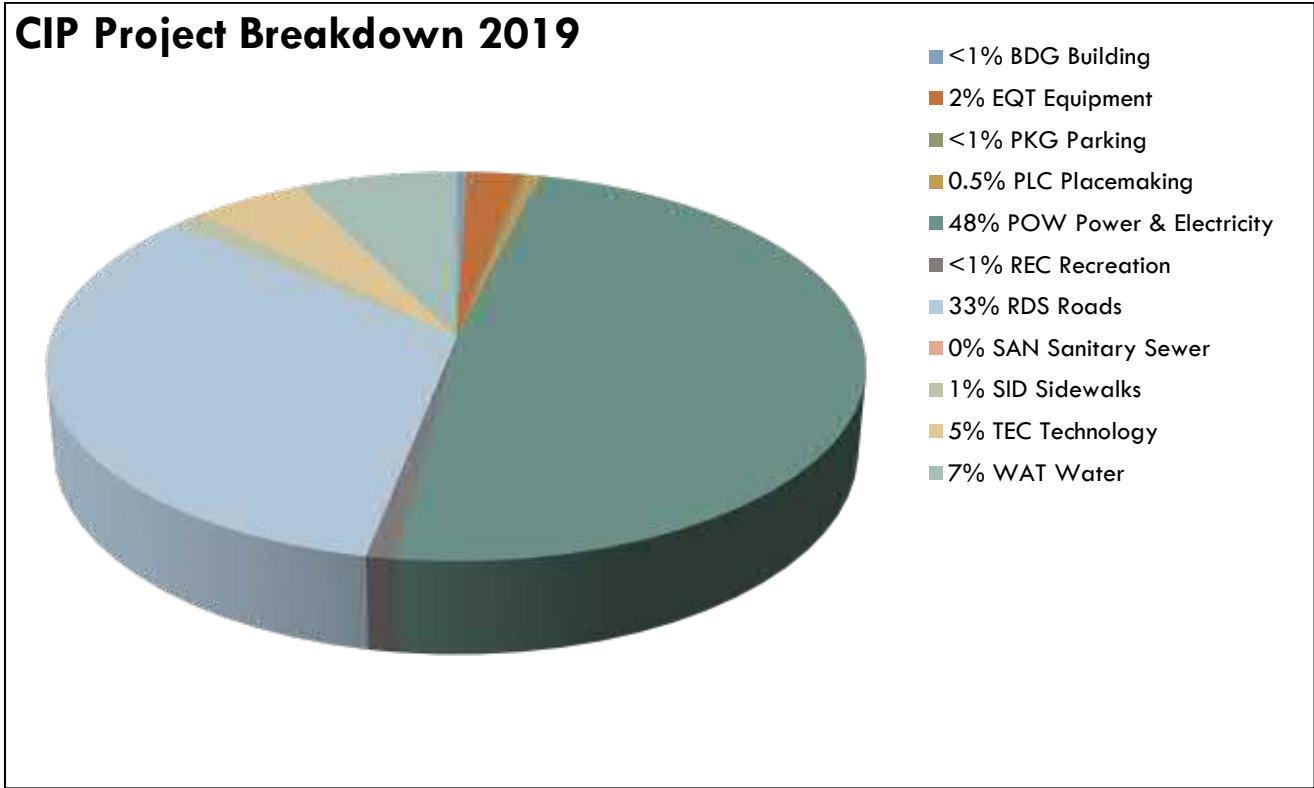
The CIP is more than just a State requirement; it is an essential planning tool in addition to a statement of budgetary policy. It informs the taxpayers of Wyandotte how we plan to prioritize, schedule, and coordinate capital improvement projects over the next six years. The benefits of creating and annually updating the CIP include:

- Prudent use of taxpayer dollars
- Focusing the city expenditures on the needs of the community
- Prioritizing projects across the needs of the community
- Generating community support by inviting public input
- Promoting economic development
- Improving the city's eligibility for State and Federal grants
- Providing an implementation tool for the goals and objectives of the City's Master Plan
- Transparency in identification of high-priority projects
- Coordination/cost-sharing between projects

Preparation of the Capital Improvements Plan is done under the authority of the Municipal Planning Commission Act (Act 33 of the Public Acts of 2008). It is the City of Wyandotte's goal that the CIP be used as a tool to implement the City Master Plan and assist in the City's financial planning. The Capital Improvements Plan proposes project funding relative to the anticipated availability of fiscal resources and the choice of specific improvements to be achieved throughout a six-year period. The first two years of the Capital Improvements Plan serve as the basis for establishing the City's Capital Projects Budget (CPB), programming the implementation of the planned projects for the upcoming two fiscal years. The CIP and CPB make up the City's Capital Improvements Program.

A total of 48 projects are included in the 2019 CIP with one-year funding of \$21,046,513.50 and six-year funding need for fiscal year FY2019 - FY2024 of \$112,834,160.50.

The spreadsheet in Appendix ‘A’ includes a summary of projects for FY2019. The pie chart on the following page illustrates a breakdown of CIP Projects for FY2019.



The spreadsheet in Appendix ‘A’ outlines a summary of Capital Improvement projects for the Fiscal Years 2019 to 2024.

The spreadsheet in Appendix ‘B’ outlines a detailed summary of Capital Improvement projects for the Fiscal Year 2019.

EXISTING CAPITAL FACILITIES

CITY-OWNED BUILDINGS

In developing a Capital Improvements Plan, communities often find it essential to develop an inventory of their existing capital facilities. Before a community develops a list of 'What we need', it is important to first look at 'What we have'. The following is a summary of the City of Wyandotte's major capital facilities and their current condition (where applicable), as determined by the directors of the respective departments.



Wyandotte City Hall
3200 Biddle Avenue

Houses: Mayor and City Council, Council Chambers, City Administration, Engineering & Building, Assessor, City Clerk, Customer Service Center, Municipal Services Administration, Cable Television.

Extent of Use: Heavy



27th District Court & Police Station
2015 Biddle Avenue

Houses: 27th District Court, Police Station

Extent of Use: Heavy



Central Fire Station #1
266 Maple Street

Houses: Fire Station, Fire Chief Offices

Extent of Use: Heavy



Fire Station #2
1093 Ford Avenue
Houses: Fire Station
Extent of Use: Heavy



Benjamin F. Yack Arena
3131 Third Street
Houses: Yack Ice Arena & multipurpose facility, Recreation Dept. Offices
Extent of Use: Heavy



Wyandotte Museum (Ford MacNichol Home)
2610 Biddle Avenue
Houses: Wyandotte Museum & Archives
Extent of Use: Light



Wyandotte Museum Offices (Burns Home)
2624 Biddle Avenue
Houses: Wyandotte Museum Offices & Archives, Special Event Offices, Historical Society Offices
Extent of Use: Moderate



Historic Marx Home
2630 Biddle Avenue
Houses: Wyandotte Museums meeting rooms & Granzier + Blankenship Law Firm
Extent of Use: Light



Old Timer's Log Cabin

Van Alstyne

Houses: Rental Space for parties

Extent of Use: Light



James R. DeSana Center for Arts & Culture

81 Chestnut

Houses: Downriver Council for the Arts

Extent of Use: Moderate



Wyandotte Shores Golf Course

3625 Biddle Avenue

Houses: Golf Course, Club House

Extent of Use: Light



Wyandotte Animal Pound & Recycling Center

1170 Grove Street

Houses: Animal Pound, Animal Adoption, Recycling Center

Extent of Use: Moderate



Department of Public Services

4201 13th Street

Houses: DPS Offices, Vehicles, City Dump

Extent of Use: Heavy



Copeland Senior Center

2306 4th Street

Houses: Senior Center

Extent of Use: Moderate



Recreation Maintenance Garage

1100 Biddle Avenue

Houses: Storage for senior vehicles & equipment, parks equipment & museums archive and storage

Extent of Use: High

WYANDOTTE MUNICIPAL SERVICES BUILDINGS & FACILITIES

Wyandotte Municipal Services (WMS) is a community-owned, not-for-profit services provider, created by local residents more than a century ago to provide high quality, affordable services tailored to meet the demands of Wyandotte's consumers. WMS also offers water, phone, internet and cable television services. WMS owns and operates the following buildings, equipment and property:



Water Department Offices & Pump Station, 2555 Van Alstyne

Water Department High and Low Pressure Pump, 2555 Van Alstyne

Water Department Filter Buildings, 2555 Van Alstyne

Water Department Garage, 2555 Van Alstyne

Electrical Main Substation, 2555 Van Alstyne

Electrical Power Plant Screen House, 2555 Van Alstyne

Electrical Power Plant, 2555 Van Alstyne

Electrical Storage Building/Trailer, 2555 Van Alstyne

Water Tower, 3575 11th Street

Electrical Substation #6, 3575 11th Street

Electric Office/Garage/Staging, 3575 11th Street

Electric/Cable Storeroom, 3601 11th Street

Electrical Substation #7, 810 Electric Avenue

Electrical Substation #8, Vassar Street

WC Pumping Station, Pine & River

Grove Street Substation, Grove Street

Substation #5, Vinewood & Van Alstyne

Cable Headend/IT Server, 3003-3005 Biddle Avenue

Substation #9, 325 Clark Street

Diesel Generators, North of Power Plant and Power Plant

Steam Line, Between Power Plant and BASF Property

Water Department Offices & Garage/Staging, 1771 6th Street

PARKS & RECREATIONAL FACILITIES



BASF Waterfront Park, Biddle Avenue South of Eureka

Bishop Park, Van Alstyne

Exchange Park, 2nd Street & Felice

F.O.P. Park, 8th & Bondie

K of C Tot Lot, McKinley & Davis

Jaycees Park, 4th Street & Mulberry

Kiwanis Club Park, 6th Street & North Drive

Memorial Park, 20th Street & Ludington

Oak Club Park, 20th Street & Vinewood

Rotary Park, 3rd Street & Maple

P.A.C. Club Park, 6th & Alkali

Pulaski Park, 12th Street & Oxford Court

VFW Park, 11th Street & Cherry

Wyandotte Athletic Association Park, Alfred & Highland Park

Wyandotte Lions Club Park, Vinewood & 9th Street

Wyandotte Skate Park, 20th and Grove Streets

FUNDING ISSUES AND SOURCES

As is often the case with governmental agencies, the total funding need identified in the CIP exceeds the available funding. There are projects contained in this CIP that do not have an established, secure source of funding at this time. Projects in the first two years of the CIP form the basis for the City's Capital Budget and generally require secure funding. That funding may include specific limited General Fund requests. Some higher priority unfunded projects (generally anticipated to be funded via grants or outside funding) are included in years 1 or 2 of the plan in the event funding is obtained and the projects can then be implemented.

GENERAL FUNDED VS. ALTERNATIVELY FUNDED PROJECTS

Of the \$112,734,160.50 needed to fund all of the FY2019–2024 CIP projects, monies for particular projects may come in part or in whole from discretionary fund sources outside the City's General Fund. Such dollars are included in totals shown because they fund improvements to assets which belong to the City, will become so upon project completion, or are part of an intergovernmental or interagency project in which the City is a participant. Discretionary funds are defined here as those which require specific application to obtain or which come from other non-City sources at the discretion of others. Certain projects may receive funding from non-City sources which the City receives by formula and so are not considered discretionary. Project funding sources are identified in the Master CIP spreadsheet.

PRIORITIZATION OF PROJECTS

The initial task for the City of Wyandotte Department Heads is to generate a list of identified capital needs (identification of projects). The next, and most critical process component, is rating the relative merits of each project (prioritization). This crucial step, while constrained by the amount of funding anticipated to be available for capital projects and timing of availability of funds when more than one asset category is involved in a project, nonetheless provides invaluable information in the CIP plan decision-making process. Shrinking funds and rising costs incurred in maintaining and rehabilitating deteriorating infrastructure make the process of selecting the most vital capital projects even more crucial and difficult. The merits of each identified capital need must be judged against the policies and criteria of the CIP process and the goals of each component of the master plan, as well as against the other competing needs in that particular asset category. Prioritization of CIP projects is identified in the Master CIP spreadsheet.

COMMUNITY INPUT AND INFORMATION SHARING

As the City's focus on community engagement efforts identified in the Public Participation Plan, many new capital improvement projects are being generated from such interactions. The City of Wyandotte engages in infrastructure related planning and evaluative studies that have involved citizen advisory groups and/or community-wide engagement efforts. The results of such studies have begun to generate capital improvement projects which were heavily driven by such citizen input. Resident requests on specific topics have also initiated a number of capital improvement projects.

CIP CLASSIFICATIONS

CIP Prefix	CIP Category
BDG	Buildings and Property
EQT	Equipment
SIG	Intersections & Signals
TEC	Technology
RDS	Roads
REC	Parks & Recreation
PKG	Parking Lots
PLC	Placemaking/Beautification
POW	Power & Electricity
SAF	Public Safety
SID	Sidewalks & Pathways
SEW	Utilities: Storm, Sewer & Drainage
WAT	Utilities: Water

CIP EVALUATION

The City's Capital Improvements Plan (CIP) will be reviewed on an annual basis. The City Administrator will be responsible for keeping track of this review and will be responsible for compiling the CIP efforts of the various City Departments. This will create a continuous review process which will enable City officials to successfully keep track of service expenditures over the ensuing six-year period.

CAPITAL IMPROVEMENTS PROGRAM

2019-2024 PROJECT SUMMARY

					CURRENT	PROJECTED			FORECAST		
					FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	
CIP NUMBER AND PROJECT NAME	DEPARTMENT	FUND	PRIORITY	TOTAL COST	COST	COST	COST	COST	COST	COST	
Buildings and Property											
BDG1000	1100 Biddle Avenue: roof replacement	Engineering	General	Medium	\$ 95,000.00				\$ 95,000.00		
BDG1100	3200 Biddle Avenue: Elevator	Engineering	Building rental fund	Medium	\$ 75,000.00		\$ 50,000.00	\$ 25,000.00			
BDG1101	3200 Biddle Avenue: Exterior painting	Engineering	General	Medium	\$ 350,000.00				\$ 350,000.00		
BDG1102	3200 Biddle Avenue: Roof	Engineering	General	Medium	\$ 150,000.00		\$ 150,000.00				
BDG1300	4201 13th Street: Roof replacement	Engineering	General	Medium	\$ 630,000.00			\$ 630,000.00			
BDG1301	4201 13th Street: Renovations for DPS storage	Engineering	General	Medium	\$ -						
BDG1400	1093 Ford Avenue: Fire station roof replacement	Engineering	General	Medium	\$ 80,000.00			\$ 80,000.00			
BDG1500	81 Chestnut: Tuckpointing, plaster restoration, roof replacement	Engineering	DDA/Grant funding	Low	\$ 315,000.00		\$ 95,000.00	\$ 220,000.00			
BDG1600	2015 Biddle Avenue: Roof replacement	Engineering	General/TIFA	High	\$ 700,000.00		\$ 700,000.00				
BDG1700	3131 Third Street: Yack Area Roof	Engineering	General	Medium	\$ -						
BDG1800	3525 Biddle Avenue: Golf buildings roof replacement	Engineering	General	Medium	\$ 270,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00			
BDG1900	Various cable buildings upgrades & improvements	WMS	General	High	\$ 65,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
BDG2000	2015 Biddle: Police Department security fencing	Police	General	High	\$ 70,000.00		\$ 70,000.00				
					\$ -						
					\$ 2,800,000.00	\$ 105,000.00	\$ 315,000.00	\$ 1,195,000.00	\$ 720,000.00	\$ 455,000.00	\$ 10,000.00
Equipment											
EQT1000	DPS Equipment replacement	Engineering	General	High	\$ 610,000.00	\$ 45,000.00	\$ 200,000.00	\$ 150,000.00	\$ 100,000.00	\$ 115,000.00	
EQT1200	New Fire Engine	Fire Department	General	High	\$ -						
EQT1300	SCBA Equipment replacement	Fire Department	General	High	\$ 250,000.00		\$ 250,000.00				
EQT1400	Monitor/Defibrillator replacement	Fire Department	General	Medium	\$ 80,000.00			\$ 80,000.00			
EQT1500	Replacement of utility truck and staff vehicle	Fire Department	General	Medium	\$ 80,000.00				\$ 80,000.00		
EQT1600	Replacement of power tools	Fire Department	General	Medium	\$ 50,000.00						\$ 50,000.00
EQT1700	Cable vehicle replacement	WMS	WMS	High	\$ 380,000.00	\$ 115,000.00	\$ 60,000.00	\$ 115,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
EQT1800	Police Department vehicle replacement	Police Station	WMS	High	\$ 790,000.00	\$ 120,000.00	\$ 120,000.00	\$ 130,000.00	\$ 130,000.00	\$ 140,000.00	\$ 150,000.00
EQT1900	Water Department Vehicle Replacement	WMS	WMS	High	\$ 449,500.00	\$ 101,500.00	\$ 48,000.00	\$ 150,000.00	\$ 100,000.00	\$ 50,000.00	
EQT2000	Electrical Department Vehicle Replacement	WMS	WMS	High	\$ 140,000.00	\$ 140,000.00					
					\$ 2,829,500.00	\$ 521,500.00	\$ 678,000.00	\$ 625,000.00	\$ 360,000.00	\$ 415,000.00	\$ 230,000.00

						CURRENT	PROJECTED	FORECAST			
						FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
CIP NUMBER AND PROJECT NAME	DEPARTMENT	FUND	PRIORITY	TOTAL COST		COST	COST	COST	COST	COST	COST
Parking Lots											
PKG1000	Parking lots within the DDA District	Engineering	General	Medium	\$ 50,000.00	\$ 50,000.00					
PKG1100		Engineering	DDA	Medium	\$ 174,088.00		\$ 174,088.00				
PKG1200					\$ -						
					\$ 224,088.00	\$ 50,000.00	\$ 174,088.00	\$ -	\$ -	\$ -	\$ -
Placemaking/Beatification											
PLC1000	Viaduct landscaping & maintenance	DDA	DDA	High	\$ 250,000.00	\$ 125,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
PLC1300	Downtown fountain improvements	DDA	DDA	Medium	\$ 75,000.00		\$ 75,000.00				
PLC1400					\$ -						
					\$ 325,000.00	\$ 125,000.00	\$ 100,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Power & Cable											
POW1000	Digital & HD Converters	WMS	General	High	\$ 1,021,900.00	\$ 221,900.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00
POW1100	Digital Receivers	WMS	General	High	\$ 145,000.00	\$ 45,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
POW1200	EMTA digital phone & wireless modems	WMS	General	High	\$ 328,970.00	\$ 78,970.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
POW1300	Engineering projects	WMS	General	Medium	\$ 225,000.00	\$ 75,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
POW1400	Cable Head End equipment	WMS	General	High	\$ 570,000.00	\$ 70,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
POW1500	High Rise building service drop rewires	WMS	General	High	\$ 610,000.00	\$ 110,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
POW1600	Studio upgrade replacement	WMS	General, PEG	Medium	\$ 163,995.00	\$ 41,495.00	\$ 23,000.00	\$ 24,000.00	\$ 24,500.00	\$ 25,000.00	\$ 26,000.00
POW1700	System evaluation/rebuild	WMS	Bond Issue	High	\$ 10,750,000.00	\$ 3,750,000.00	\$ 3,500,000.00	\$ 3,500,000.00			
POW1800	VOD Upgrade	WMS	General	High	\$ 360,000.00	\$ 120,000.00	\$ 120,000.00			\$ 60,000.00	\$ 60,000.00
POW1900	Power plant 3168 screen house upgrades	WMS	General	High	\$ 640,000.00		\$ 320,000.00	\$ 320,000.00			
POW2000	T&D 4.8 Kv conversation	WMS	General	High	\$ 750,000.00	\$ 100,000.00	\$ 50,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	
POW2100	Engineering services	WMS	General	High	\$ 600,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
POW2200	T & D GIS, SCADA & OMS	WMS	General	High	\$ 1,100,000.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
POW2300	Package Boiler, Engineering, Housing & Installation	WMS	Bond Issue	High	\$ 2,740,000.00	\$ 2,740,000.00					
POW2400	Power Plant - Boiler Upgrades	WMS	General	High	\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00			
POW2500	Power Plant - CEMS	WMS	General	High	\$ 50,000.00	\$ 50,000.00					
POW2501	Power Plant - Distributed Generation/Storage	WMS	Bond Issue/MPPA	High	\$ 20,000,000.00				\$ 20,000,000.00		
POW2502	Power Plant - Evaluation & Upgrades	WMS	General	High	\$ 100,000.00	\$ 100,000.00					
POW2503	Power Plant - Indoor Bus Modifications	WMS	General	High	\$ 500,000.00		\$ 250,000.00	\$ 250,000.00			
POW2504	Power Plant - Natural Gas Header & Metering	WMS	General	High	\$ 50,000.00	\$ 50,000.00					
POW2505	Power Plant Security Lighting and Yard upgrades	WMS	General	High	\$ 160,000.00	\$ 40,000.00	\$ 100,000.00	\$ 20,000.00			

						CURRENT	PROJECTED	FORECAST			
						FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
CIP NUMBER AND PROJECT NAME	DEPARTMENT	FUND	PRIORITY	TOTAL COST		COST	COST	COST	COST	COST	COST
POW2600	Substation No.10 69kV breaker (3) & Relay Upgrade-Bid 4735	WMS	General	High	\$ 569,102.50	\$ 569,102.50					
POW2601	Sub 10 69kV Cable Upgrades	WMS	General	High	\$ 278,950.00		\$ 278,950.00				
POW2602	T&D Sub 10 Transformer 6902 & 6904 Retrofills	WMS	General	High	\$ 400,000.00	\$ 200,000.00	\$ 200,000.00				
POW2700	Substation No.6 69kV Switch replacement - Bid # 4734	WMS	General	High	\$ 334,736.00	\$ 334,736.00					
POW2800	Substation No.7 T710 installation - Bid # 4733	WMS	Bond Issue	High	\$ 229,667.00	\$ 229,667.00					
POW2900	Substation No. 8 69kV Breaker (4) & Relay Upgrade - Bid # 4737	WMS	Bond Issue	High	\$ 450,215.00	\$ 450,215.00					
POW3000	T & D Construction	WMS	General	High	\$ 2,300,000.00	\$ 300,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00
POW3100	Power Plant Turbine Overhaul Fund	WMS	General	High	\$ 400,000.00		\$ 200,000.00	\$ 200,000.00			
POW3200	Vassar and Pine Street Substation Upgrades	WMS	General	High	\$ 200,000.00		\$ 100,000.00	\$ 100,000.00			
POW3300	Substation No.8 T820 installation & Relay Upgrade - Bid 4736	WMS	Bond Issue	High	\$ 175,263.00	\$ 175,263.00					
POW3400					\$ -						
					\$ -						
					\$ 46,502,798.50	\$ 10,151,348.50	\$ 6,401,950.00	\$ 5,874,000.00	\$ 21,384,500.00	\$ 1,445,000.00	\$ 1,246,000.00

Recreation & Parks											
REC1000	Golf path cart resurfacing	Recreation	General	Medium	\$ 160,000.00		\$ 160,000.00				
REC1100	Golf equipment	Recreation	General	Medium	\$ 104,700.00	\$ 4,200.00	\$ 70,500.00	\$ 30,000.00			
REC1200	Memorial park improvements	Recreation	General	Medium	\$ 83,000.00	\$ 5,000.00	\$ 78,000.00				
REC1300	Memorial park lighting	Recreation	General	Low	\$ 312,000.00	\$ 52,000.00	\$ 52,000.00	\$ 52,000.00	\$ 52,000.00	\$ 52,000.00	\$ 52,000.00
REC1400	Park Fencing Replacement	Recreation	General	Medium	\$ 120,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00			
REC1500	Park Shelter roof replacement	Recreation	General	Medium	\$ 50,000.00	\$ 50,000.00					
REC1600	Permanent playground surfacing	Recreation	General	Low	\$ 360,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
REC1700	Yack Arena scoreboard replacement	Recreation	General	Low	\$ 50,000.00		\$ 50,000.00				
					\$ -						
					\$ -						
					\$ -						
					\$ 1,239,700.00	\$ 211,200.00	\$ 510,500.00	\$ 182,000.00	\$ 112,000.00	\$ 112,000.00	\$ 112,000.00

Roads											
RDS1000	Street improvements	Engineering	Bond Millege	High	\$ 45,000,000.00	\$ 7,000,000.00	\$ 7,000,000.00	\$ 7,500,000.00	\$ 7,500,000.00	\$ 8,000,000.00	\$ 8,000,000.00
					\$ -						
					\$ -						
					\$ 45,000,000.00	\$ 7,000,000.00	\$ 7,000,000.00	\$ 7,500,000.00	\$ 7,500,000.00	\$ 8,000,000.00	\$ 8,000,000.00

					CURRENT	PROJECTED		FORECAST		
					FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
CIP NUMBER AND PROJECT NAME	DEPARTMENT	FUND	PRIORITY	TOTAL COST	COST	COST	COST	COST	COST	COST
TOTALS BY YEAR					\$ 112,834,160.50	\$ 21,046,513.50	\$ 17,636,998.00	\$ 17,858,459.00	\$ 32,221,845.00	\$ 12,797,345.00
										\$ 11,273,000.00

CAPITAL IMPROVEMENTS PROGRAM

FY 2019 PROJECTS

Note: Projects without an allocated FY2019 COST are not active projects for FY 2019

CIP NUMBER	PROJECT NAME	DEPARTMENT	FUND	PRIORITY	FY 2019 COST
BDG: Buildings & Property					
BDG1800	3525 Biddle Avenue: Golf buildings roof replacement	Engineering	General	Medium	\$ 90,000.00
The roof shingles on the buildings (Pro Shop, Cart Barn, and Maintenance) are coming loose and falling off the building. The roofs need to be replaced. Replace one roof per year.					
BDG1900	Various cable buildings upgrades & improvements	WMS	General	High	\$ 15,000.00
The golf cart path is 23 years old and is due for resurfacing. Some sections will need to be cut out and removed completely, while some will just need to be resurfaced.					
EQT: Equipment					
EQT1000	DPS Equipment replacement	Engineering	General	High	\$ 45,000.00
Replacing aging equipment per schedule. 2019: two dump trucks #3& #7; 2020: sweeper #74 and cargo van #13; 2021: three pickup trucks #82A, #83A, #85A; 2022: backhoe #43A; 2023: dump truck #31.					
EQT1700	Cable vehicle replacement	WMS	WMS	High	\$ 115,000.00
Systematic replacement of cable department vehicles at end of life.					
EQT1800	Police Department vehicle replacement	Police Station	WMS	High	\$ 120,000.00
Each year the Police Department replaces patrol vehicles which have excessive high mileage or are not able to sustain the rigors of patrol duties due to high mechanical costs.					
EQT1900	Water Department Vehicle Replacement	WMS	WMS	High	\$ 101,500.00
Systematic replacement of dated water department vehicles.					
EQT2000	Electrical Department Vehicle Replacement	WMS	WMS	High	\$ 101,500.00
Systematic replacement of dated water department vehicles.					
PAR: Parking Lots					
PKG1000	Parking lots within the DDA District	Engineering	General	Medium	\$ 50,000.00
Parking Lot at Oak and First street					
PLC: Placemaking					
PLC1000	Viaduct landscaping & maintenance	DDA	DDA	High	\$ 125,000.00
Veteran's Memorial at Bishop Park is leaning due to foundation problems. Memorial would be moved offsite, a new deep foundation installed, and the monument reset in place.					

POW: Power & Electricity					
POW1000	Digital & HD Converters	WMS	General	High	\$ 221,900.00
Arris MG-2 Tivo 200 @ \$304 ea = \$60,800 - Evolution Ebox 200 @ \$94 ea = \$18,800, Arris 3200 200 @ \$109 ea = \$21,800, Arris 3510 DVR 500 @ \$241 ea = \$120,500 - TOTAL \$221,900					
POW1100	Digital Receivers	WMS	General	High	\$ 45,000.00
Replacement satellite receivers for old end of life units. New units necessary for our upgraded technology and also need to be M-PEG 4 capable with ASI and/or GIG-E outputs.					
POW1200	EMTA digital phone & wireless modems	WMS	General	High	\$ 78,970.00
Replacement satellite receivers for old end of life units. New units necessary for our upgraded technology and also need to be M-PEG 4 capable with ASI and/or GIG-E outputs.					
POW1300	Engineering projects	WMS	General	Medium	\$ 75,000.00
Unforeseen, miscellaneous lower dollar capital projects, failed equipment replacement, unfunded mandates and general engineering needs for plant and field.					
POW1400	Cable Head End equipment	WMS	General	High	\$ 70,000.00
Replace end of life 7604 Cisco switch with new model with greater processing and intelligent technology.					
POW1500	High Rise building service drop rewires	WMS	General	High	\$ 110,000.00
2651 Biddle and 20 Chestnut Hi-Rise Buildings - replacement of all drop wire to each unit with redesign to wiring architecture of main line.					
POW1600	Studio upgrade replacement	WMS	General, PEG	Medium	\$ 41,495.00
Ongoing upgrades to local programming studio.					
POW1700	System evaluation/rebuild	WMS	Bond Issue	High	\$ 3,750,000.00
System was built in 1982 and was completely rebuilt in 1999. System underwent significant technology upgrades from 2013 to 2017. System needs next major plant rebuild upgrade and head end move in 2019-2020.					
POW1800	VOD Upgrade	WMS	General	High	\$ 120,000.00
Additional storage capacity for expanding VOD offerings.					
POW2000	T&D 4.8 Kv conversation	WMS	General	High	\$ 100,000.00
Perform load study on 4.8kV circuits, install ISO banks for interim phase to remove substations, upgrade distribution facilities to 13.8 kV.					
POW2100	Engineering services	WMS	General	High	\$ 100,000.00
Projects include Joint Use Attachment, T&D Infrastructure Projects, Power Plant Projects, Environmental Assesment Support, etc.					
POW2200	T & D GIS, SCADA & OMS	WMS	General	High	\$ 100,000.00
Perform assessment and continue to upgrade computer systems to accomplish graphical interface with field assets, outage management, and supervisory and data acquition and control.					
POW2300	Package Boiler, Engineering, Housing & Installation	WMS	Bond Issue	High	\$ 2,740,000.00
Design, Construct & Install 2 - 1200HP Auxillary Boilers in a new bldg for LP steam service to Wyandotte HF Hospital, Water Dept. Filter Plant, and Power Plant Facilities. One 1200 HP Blr is owned by the hospital for full redundancy.					

POW2400	Power Plant - Boiler Upgrades	WMS	General	High	\$	100,000.00
ESC Data Logger for remote hosting are at end of life and must be replaced.						
POW2500	Power Plant - CEMS	WMS	General	High	\$	50,000.00
Distributed generation or electric storage facilities at the power plant to maintain local generation capabilities.						
POW2502	Power Plant - Evaluation & Upgrades	WMS	General	High	\$	100,000.00
Perform detailed analysis on current power generation facilities and urgent upgrades.						
POW2504	Power Plant - Natural Gas Header & Metering	WMS	General	High	\$	50,000.00
Provide a brief description of your project in the space above. Limit your description to no more than 250 characters.						
POW2505	Power Plant Security Lighting and Yard upgrades	WMS	General	High	\$	40,000.00
Replace 3 69 kV breakers (01, 02, 04) and control cables, new relay control panels, ion meter installation, removal of 40kV structure feeder and transformer, new 69 kV cable to transformer.						
POW2600	Substation No.10 69kV breaker (3) & Relay Upgrade- Bid 4735	WMS	General	High	\$	569,102.50
Projects include Joint Use Attachment, T&D Infrastructure Projects, Power Plant Projects, Environmental Assessment Support, etc						
POW2602	T&D Sub 10 Transformer 6902 & 6904 Retrofills	WMS	General	High	\$	200,000.00
As part of the Travelers Insurance review, retrofill with FR3 oil. New gaskets and instrumentation for transformer monitoring; testing before and after work performed.						
POW2700	Substation No.6 69kV Switch replacement - Bid # 4734	WMS	General	High	\$	334,736.00
Nine new 69 kV disconnects, new 69kV PT/Sync ck for Vassar, 100 AMP svc and new 125 VDC feed to 13.8 kV switchgear.						
POW2800	Substation No.7 T710 installation - Bid # 4733	WMS	Bond Issue	High	\$	229,667.00
Two new transformers were purchased for sub 7 from Traverse City. This is the installation of the 2nd transformer. The project will provide for the installation and testing of this new transformer along with moving old XMFR to Sub 8. Bid 4733.						
POW2900	Substation No. 8 69kV Breaker (4) & Relay Upgrade - Bid # 4737	WMS	Bond Issue	High	\$	450,215.00
Replace 4 69 kV breakers (80, 81, 82, & 84), new relay panel fronts for Vassar & Bus Tie Breaker and eliminate old Vassar Metering.						
POW3000	T & D Construction	WMS	General	High	\$	300,000.00
Capital improvements on the T&D System. Investing in infrastructure upgrades such as metering sockets, house service, transmission and distribution poles, wire, switches along with streetlighting to improve our electrical facilities.						
POW3300	Substation No.8 T820 installation & Relay Upgrade - Bid 4736	WMS	Bond Issue	High	\$	175,263.00
New Bus Duct for XMFR 820 and relaying, new 69kV PT/Sync ck for Vassar, Nitrogen System.						

REC: Recreation					
REC1000	Golf equipment	Recreation	General	Medium	\$ 4,200.00
Much of the equipment at the golf course is 15+ years old. This plan is to replace the Gators and the Rough Mower over the next 3 years					
REC1100	Memorial park improvements	Recreation	General	Low	\$ 5,000.00
Add park benches, install outdoor workout stations along the walking track, add permanent rubber surfacing at playground.					
REC1200	Memorial park lighting	Recreation	General	Low	\$ 52,000.00
Memorial Park has very little lighting, this project would be to install lighting throughout the park much like the recent Bishop Park lighting project in 2016.					
REC1300	Park Fencing Replacement	Recreation	General	Medium	\$ 40,000.00
This project is to replace the deteriorating wooden fences located throughout the city parks.					
REC1400	Park Shelter roof replacement	Recreation	General	Medium	\$ 50,000.00
Many of the park shelter roofs have rotten and deteriorating wood and the metal roofing needs to be replaced. This project would take care of Oak Club, PACC, WAA, and VFW Park shelters.					
REC1500	Permanent playground surfacing	Recreation	General	Low	\$ 60,000.00
Replacing mulch areas on our playgrounds with poured in place rubber surfacing. Will reduce the constant maintenance and upkeep associated with woodchips (weeds, displacement, etc.)					
RDS: Roads					
RDS1000	Street improvements	Engineering	Bond Millege	High	\$ 7,000,000.00
Many City streets have outlived their design life. Current funding allocations cannot keep pace with the aging infrastructure and rising construction costs. Additional funding through millage request via voters is suggested.					
SID: Sidewalks					
SID1000	Sidewalks	Engineering	General	Medium	\$ 300,000.00
City sidewalk replacement					
TEC: Technology					
TEC1000	WMS IT Headend, IT and other - 4th floor	WMS	Bond	High	\$ 1,075,000.00
4th floor modifications for WMS Electric and other departments.					

WAT: Water					
WAT1000	Advanced Metering Infrastructure (AVI)	WMS	General	High	\$ 387,115.00
Replacement of the current AMR System with the Landis & Gyr Gridstream Solution. The Water Dept. component of the project involves installation of a Transponder on the Water meter that will facilitate via AMI.					
WAT1300	Water Filter Plant Rehab	WMS	General	High	\$ 645,350.00
The scope of work covers the oldest section in which we will add surface washing to 12 filters, replace 10", 16" and 18" valves, new hv system, add new stainless steel supports, exterior masonry restoration.					
WAT1600	Rebuild High/Low Service Pump & Motor	WMS	General	High	\$ 50,000.00
Remove a high or low service pump from service so that the pump and motor can be inspected and rebuilt if necessary.					
WAT1800	Water Main Replacement	WMS	General/TIFA	High	\$ 350,000.00
Systematic replacement of City water mains.					
WAT1900	Water meter replacement program	WMS	General	High	\$ 75,000.00
Water Dept. will purchase 5/8" meters up to 8" meters for this project. Annually, the Water Department installs approximately 400 - 500 meters meters have a life span of 15 to 25 years.					
Total projects for FY 2019 year					\$ 21,046,513.50

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, December 20, 2018, Meeting
MINUTES AS RECORDED

The meeting was called to order by Chairperson Pasko at 6:30 p.m.

COMMISSIONERS PRESENT: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

COMMISSIONERS EXCUSED: Adamczyk, Benson, Duran

ALSO PRESENT: Ben Tallerico, Planning Consultant
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

None

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Lupo to approve the minutes of the Meeting of October 18, 2018 and November 15, 2018. MOTION PASSED

OLD BUSINESS:

None

NEW BUSINESS:

- 1. PUBLIC HEARING** – A request from 1st Metro-Wyandotte, LLC, Applicant and owner, for a Certificate of Occupancy for two (2) apartments on the 2nd floor at 2909 Biddle Avenue, Wyandotte, in a CBD Zoning District where the proposed conflicts with Section 1301.D of the City of Wyandotte Zoning Ordinance.

MOTION BY COMMISSIONER RUTKOWSKI, Supported by Commissioner Mayhew
WHEREAS, the Planning Commission received a request from 1ST Metro-Wyandotte, LLC, Owner and Appellant, for a Certificate of Occupancy for two (2) residential units on the second floor at 2909 Biddle Avenue, Wyandotte in the Central Business District (CBD);
AND

WHEREAS, the Planning Commission held the required public hearing on December 20, 2018, where comments were heard and made part of the file;

NOW, THEREFORE BE IT RESOLVED that the Planning Commission approves the Certificate of Occupancy for two (2) residential units on the second floor at 2909 Biddle Avenue, Wyandotte, provided the Zoning Board of Appeals approves a parking variance.

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

- 2. PUBLIC HEARING** - A request from 4 Tech Signs (Appellant) and Jonathan Hutchinson, (Owner) for a Building Permit for a Pole Sign at 939 Ford Avenue, Wyandotte in a B-2 Zoning District, per Section 2408.F.1.2.b.1 of the City of Wyandotte Zoning Ordinance.

MOTION BY COMMISSIONER MAYHEW, Supported by Commissioner Parker Whereas the Commission reviewed the request of 4 Tech Signs (Appellant) and Jonathan Hutchinson (Owner) for a LED Pole Sign at 939 Ford Avenue, Wyandotte in a B-2 Zoning District;

WHEREAS, the Planning Commission held the required public hearing on December 20, 2018, where comments were heard and made part of the file;

NOW THEREFORE BE IT RESOLVED that the Commission **APPROVES** the request of 4 Tech Signs for an LED Pole Sign at 939 Ford Avenue, Wyandotte, Michigan based on the following reason:

Due to the location of the building on the property and the lot constraints

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

- 3. 2019 Capital Improvements Plan.**

MOTION BY COMMISSIONER SARNACKI, Supported by Commissioner Rutkowski, that the 2019 Capital Improvements Plan for the City of Wyandotte dated November 21, 2018, is hereby received: AND

BE IT FURTHER RESOLVED that the Commission forward said 2019 Capital Improvements Plan to the City Council.

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

- 4. Final DRAFT Master Plan.**

MOTION BY COMMISSIONER RUTKOWSKI, Supported by Commissioner Sarnacki, that the Draft 2018 Master Plan for the City of Wyandotte dated December 2018, is hereby received: AND

BE IT FURTHER RESOLVED that the Commission forwards the Draft 2018 Master Plan to the City Council.

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

OTHER BUSINESS:

- Approval of the 2019 Meeting and Filing Deadline Dates.

MOTION BY COMMISSIONER LUPO, supported by Commissioner Parker to approve the 2019 Meeting and Filing Deadline dates.

MOTION PASSED

- Monthly Report from the City Planner.

Mr. Tallerico reviewed the monthly report with the Commission.

PERSONS IN THE AUDIENCE:

None

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER PARKER, supported by Commissioner Rutkowski to: Pay Beckett & Raeder for Planning Consultant fee for December 2018 in the amount of \$700

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Parker to adjourn the meeting at 7:25 PM.

PUBLIC HEARING – A request from 1st Metro-Wyandotte, LLC, Applicant and owner, for a Certificate of Occupancy for two (2) apartments on the 2nd floor at 2909 Biddle Avenue, Wyandotte, in a CBD Zoning District where the proposed conflicts with Section 1301.D of the City of Wyandotte Zoning Ordinance.

Chairperson Pasko opened the hearing and asked if there was anyone present who wished to speak about this hearing.

Hussein Mazloun, Owner present.

Mr. Mazloun indicated that they would like to convert the upper commercial area into two (2) residential units.

Susan Zeal, Architect for project. Ms. Zeal indicated that the upper units were not occupied and they were offices.

Commissioner Lupo asked if the items listed on the letter from the City Engineer dated February 2nd have been addressed.

Ms. Zeal indicated that every issue has been addressed.

Commissioner Lupo asked if the City has reviewed it.

Mr. Mazloun stated that the work has not started nor have any permits been issued.

Chairperson Pasko indicated that the owner is here for special approval for the use.

Mr. Mazloun stated that he does not want the area to stay vacant and once the units are converted to residential they will be very nice.

Commissioner Rutkowski asked what the square footage of the units will be.

Mr. Mazloun stated just under 800 square feet with two (2) bedrooms.

There being no other discussion the hearing was closed.

No communications were received regarding this hearing.

PUBLIC HEARING - A request from 4 Tech Signs (Appellant) and Jonathan Hutchinson, (Owner) for a Building Permit for a Pole Sign at 939 Ford Avenue, Wyandotte in a B-2 Zoning District, per Section 2408.F.1.2.b.1 of the City of Wyandotte Zoning Ordinance.

Mr. Tallerico reviewed the Ordinance and requirements and indicated that a pole sign is allowed only when the applicant cannot provide a ground sign. Mr. Tallerico further indicated that there is currently a pole sign at this location.

Chairperson Pasko opened the hearing and asked if there was anyone present who wished to speak about this hearing.

Commissioner Mayhew indicated that the Section that the sign is in violation of should be Section 2408.2.b.1.

Mike Abueida, 4 Tech Sign present.

Mr. Abueida stated that they are requesting to replace a 24 square foot pole sign with a 28 square foot pole sign. The current pole sign is pleasing and there is really no other location for a ground sign that would not interfere with entering or existing the property.

Commissioner Rutkowski asked if the green area just past the current sign could be considered for a ground sign.

Tyler Hutchinson, owner, present.

Mr. Hutchinson indicated that placing a ground sign in that area would obstruct traffic on Electric Street.

Commissioner Rutkowski asked if the driveway on to the property is one-way.

Mr. Hutchinson stated that the driveway just exists onto Ford Avenue.

Commissioner Mayhew indicated that with the right of way on Electric the Owner might not meet the setbacks for a ground sign.

Commissioner Rutkowski asked about the green space on the east side of the building.

Mr. Hutchinson indicated that they are planning to have a survey of the property done because they are not sure where the property lines are on that side of the building.

Commissioner Lupo indicated that the proposed sign will be higher than the building.

Mr. Abueida indicated that the new pole sign could be lowered to be the same height as the building.

Mr. Tallerico asked what the measurement on east side lot line is.

Mr. Hutchinson indicated that they have picnic tables and trash cans on that side, but they are not sure where the property line is.

Commissioner Lupo indicated that this appeal could be held in abeyance until a survey is completed on the property.

Commissioner Parker stated that he does not think there is enough room on the east side and further it would not really serve the business on that side of the property.

There being no other discussion the hearing was closed.

No communications were received regarding this hearing.

RESOLUTION

DATE: January 14, 2019

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 HEREBY RESOLVED, by City Council that the Council accepts and approves the City of Wyandotte Capital Improvements Plan for Fiscal Year 2019 as written.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14th, 2019

AGENDA ITEM # 15

ITEM: Purchase of Police Patrol Vehicles

PRESENTER: Brian Zalewski, Chief of Police



INDIVIDUALS IN ATTENDANCE: Brian Zalewski

BACKGROUND: Three of our patrol vehicles are in need of replacement, I am requesting approval from the City Council to purchase three new patrol vehicles, in addition, one investigative vehicle. Two of the patrol vehicles will be Ford F-150 4x4 Police package pickup trucks, a civilian model Ford F-150 for the Investigations Bureau, and one Chevrolet 4x4 Police package Tahoe. The Ford vehicles will be purchased from Gorno Ford of Woodhaven Michigan, they are the State of Michigan contract bid holder for Ford Vehicles. The Chevrolet Tahoe will be purchased from Berger Chevrolet in Grand Rapids Michigan who holds the State of Michigan bid contract for Chevrolet vehicles.

The cost for the 2019 Ford F-150 Police package is priced at \$36,200. per unit for a total cost of \$72,400, and the Chevrolet Police Tahoe is priced at \$35,273. The Ford F-150 civilian model, to be used as an investigative vehicle, is priced at \$37,722. in which Drug Forfeiture Account funds will be utilized.

STRATEGIC PLAN/GOALS: Maintaining our fleet of patrol and investigative vehicles enables our Police Officers to maintain patrols throughout the City of Wyandotte and effectively respond to calls for service from our residents which is consistent with the City of Wyandotte's strategic plan.

ACTION REQUESTED: City Council approval for the purchase of three police patrol vehicles and one investigative vehicle.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The funds for the purchase of the police patrol Ford F-150's and police Chevrolet Tahoe with a total price quote of \$107,637 are available in the approved Capital Improvement-Vehicles account of 402-301-850-530. The funds for the purchase of the civilian model Ford F-150 with a price of \$37,722 are available in the Drug Forfeiture Vehicle account of 265-301-725-111.

IMPLEMENTATION PLAN: If approved by the City Council, the vehicles will be ordered and once delivered, the necessary equipment will be installed, and the vehicles will be assigned for service.

COMMISSION RECOMMENDATION: The Police Commission has been presented with this proposal and approved the purchase at their meeting on January 8th, 2019.

CITY ADMINISTRATOR'S RECOMMENDATION: *SDrysdale*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *ALP*

LIST OF ATTACHMENTS:

1. Price quote from Berger Chevrolet.
2. Price quote from Gorno Ford.
3. Purchase request letter to Police Commission.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 14th, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the Chief of Police to purchase one Chevrolet Tahoe police package patrol vehicles from Berger Chevrolet, two police package Ford F-150's, and one civilian model Ford F-150 from Gorno Ford. The pricing for these purchases will be as noted on the submitted price quotes.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that these expenditures will be paid from Capital Improvement-Vehicle account of 402-301-850-530 and Drug Forfeiture Vehicle account of 265-301-725-111.

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	_____

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$35,273.00

Number of units 1

Total Bid Amount \$35,273.00

Vehicle Description:

Year 2018

Make Chevrolet

Model Tahoe 4wd
police package

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Signature



Printed Signature Robert M. Evans

Date 6/11/2018

Bid Prepared For :

City of Wyandotte

Price includes title fee.

Pricing based off the Oakland County

Contact # 5218

MICHIGAN CONTRACT HOLDER

GORNO FORD

Woodhaven, Michigan

Bus: 734-671- 4017

WYANDOTTE POLICE DEPT

ATT: CHIEF BRIAN ZALEWSKI

12-7-18

2015 BIDDLE AVE

WYANDOTTE, MI 48192

BUS: 734-324-4405

EMAIL: bzalewski@wyandottemi.gov

2019 FORD F-150 POLICE RESPONDER SUPERCREW 5'5" BED, MI CONTRACT# 071B1300005

"PURSUIT RATED"

145" WHEELBASE

EXTERIOR COLOR: AGATE BLACK

INTERIOR COLOR STEEL GRAY VINYL 40/20/40

3.5L ECO BOOST ENGINE / 10 SPD AUTO TRANS WITH NORMAL/TOW-HAUL / SNOW-WET

CLASS IV TRAILER HITCH / 3.55 ELOCK REAR AXLE / HILLSIDE DESCENT / SKID PLATE

HD SHOCK ABSORBERS FRONT AND REAR

ELEC SHIFT ON THE FLY

DAYTIME RUNNING LIGHTS

26 GALLON FUEL TANK

POWER TAILGATE / MANUAL FOLDING POWER SIDE MIRRORS

TIRES: LT-275 / 65R18OWL (A/T)

18" SIX SPOKE MACHINED ALUMINUM WITH MAGNETIC PAINT POCKETS

POWER WINDOWS / DOORS / FLIP UP KEY WITH KEYLESS ENTRY / PERIMETER ALARM

BLACK VINYL FLOOR COVERING

CRUISE CONTROL

SPARE TIRE AND WHEEL

8 WAY POWER DRIVERS SEAT

REARVIEW CAMERA

SYNC RADIO

RUNNING BOARDS

BEDLINER PLASTIC DROP IN

LED SPOTLIGHTS (FACTORY INSTALLED ONLY)

LOW PROFILE TONNEAU COVER (SOFT)

DELIVER TO WYANDOTTE..... \$ 36,200.00

MICHIGAN CONTRACT HOLDER

GORNO FORD

Woodhaven, Michigan

Bus: 734-671- 4017

WYANDOTTE POLICE DEPT

ATT: DEPUTY CHIEF ARCHIE HAMILTON

12-12-18

2015 BIDDLE AVE

WYANDOTTE, MI 48192

BUS: 734-324-4405

EMAIL: ahamilton@wyandottemi.gov

2019 FORD F-150 XLT 4X4, SUPPERCREW, 5'5" BED MI CONTRACT# 071B1300005

STOCK#T1106, VIN# 1FTEW1EP1KFA33654

145" WHEELBASE

EXTERIOR COLOR: AGATE BLACK

REMOTE START

REAR WINDOW DEFROST

CLOTH SEATS / CARPETED FLOORS

2.7L V6 ECOBOOST ENGINE

10 SPD AUTO TRANS WITH NORMAL/TOW-HAUL

3.55 REGULAR REAR AXLE

#6600 GVWR

VOICE ACTIVATED NAVIGATION

CLASS IV TRAILER HITCH

MIRRORS MANUAL FOLD POWER GLASS

TAILGATE STEP

POWER EQUIPMENT GROUP

LED BOX LIGHTING

110 VOLT / 400 WATT INVERTOR

275 / 65R 18 OWL AS AT

18" SIX SPOKE MACH ALUMINUM WHEELS

SOFT LOW PROFILE TAUNTO COVER

FRONT WINDOW TINT TO MATCH REAR SIDE WINDOWS

DELIVER TO WYANDOTTE..... \$ 37,722.00

(MSRP \$ 50,069.00)

SUBJECT TO PRIOR SALE

MAYOR
Joseph R. Peterson

CITY CLERK
Lawrence S. Stec

TREASURER
Todd M. Browning

CITY ASSESSOR
Theodore H. Galeski



BRIAN ZALEWSKI
CHIEF OF POLICE

CITY COUNCIL

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

December 28, 2018

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

Subject: Purchase of Police Patrol/Investigative Vehicles

Dear Commissioners,

I am requesting approval to purchase several police vehicles for the police department. The vehicles I am requesting to purchase will be replacing aging vehicles from the police fleet. The vehicles that we will be replacing are car no. 702, 2010 Ford Crown Victoria, 708, 2009 Ford Crown Victoria and 712, 2009 Ford Expedition. These vehicles will be removed from the police patrol fleet and utilized as an Ordinance Officer vehicle and possibly Auxiliary Reserve Police vehicle.

The vehicles requested to purchase will be two, 2019 Ford F-150 4x4 police package trucks, a 2019 Chevrolet Tahoe 4x4 police package, and a 2019 Ford F-150 civilian pick-up truck for use as an investigative vehicle. The Ford vehicles will be purchased from Gorno Ford of Woodhaven Michigan who hold the State of Michigan bid contract for Ford vehicles. The Chevrolet Tahoe will be purchased from Berger Chevrolet of Grand Rapids Michigan, they hold the State of Michigan bid contract for Chevrolet vehicles.

The total bid quote for the patrol vehicles are \$107,637.00, and are available in the approved budget Capital Improvement-Vehicle account of 402-301-850-530. The purchase of the civilian Ford F-150 in the amount of \$37,722.00, will utilize funds that are available in the Drug Forfeiture Vehicle account of 265-301-725-111.

If approved, I will forward this request to the Mayor, City Council, and City Administrator for final purchase approval.

Respectfully,

A handwritten signature in blue ink that reads "Brian Zalewski".
Brian Zalewski, Chief of Police

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that the Council concurs with the Chief of Police to purchase one Chevrolet Tahoe police package patrol vehicles from Berger Chevrolet (35,273.00), two police package Ford F-150's (\$72,400.00), and one civilian model Ford F-150 from Gorno Ford (\$37,722.00).

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that these expenditures will be paid from Capital Improvement-Vehicle account of 402-301-850-530, in the amount of \$107,637.00 and Drug Forfeiture Vehicle account of 265-301-725-111, in the amount of \$37,722.00.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # 16a

ITEM: Purchase Agreement to sell City owned property known as former 659 Lincoln for construction of a new single family home

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: This property was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home which can be found at www.wyandotte.net/FrontDesk/RequestForProposals.asp. The property was placed on the MLS, "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 Jane Mathes, 13106 Fordline, Southgate, MI 48195, for the construction of new single family home consisting of approximately 1,946 square feet, 4 bedrooms, 2.5 baths, attached garage, full basement, exterior to be brick from the foundation to the first floor joist around entire exterior with vinyl siding for remaining exterior.

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: Adopt a resolution concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Purchase Agreement Approved by Legal.

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: Purchase Agreement; Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date:

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 659 Lincoln 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 659 Lincoln to Jane Mathes in the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser(s), Jane Mathes 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 Thousands (\$8,000.00) Dollar. 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 659 Lincoln, between Jane Mathes 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 _____

YEAS

COUNCIL

NAYS

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 293 and 294 Ford Manor No. 1 Subdivision as recorded in Liber 38, Page 52 of Plats, WCR being known as Former 659
Lincoln know now as 653 Lincoln 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 _____ closing 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.

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, <i>Fiscal Year</i> 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 <u>0</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.

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

Broker

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 1,946 square feet with 4 bedrooms, and 2.5 bath 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 brick from the foundation to the first floor joist around entire exterior with vinyl siding for rest of exterior.
 - 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.
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.

PURCHASER(S):


Jane Mathes
13106 Fordline, Southgate, MI 48195
Dated: 12-11-18

CITY OF WYANDOTTE, Seller

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

Lawrence S. Stec, City Clerk

Legal Department Approval _____

ATTACHMENT A



1946 sq/ft 4 beds 2.5 baths 8' wide 8' deep

40' 52'

Floor Plan - Main Floor Plan



Floor Plan - Upper Floor Plan



BONDIE

78	50	79	100.85	16	100.85	90	50	91	109.90	16
77	:	80			89	:		92		
76	:	81			88	:		93		
75	:	82			87	:		94		
74	30	83	30		86	30		95		
73	30	84	37.69	37.56	85	30		96	35.55	35.5
9	30	290	30		315	30		316		
8	:	291			314	:		317		
7	:	292			313	:		318		
6	:	293			312	:		319		
5	:	294			311	:		320		
4	:	295			310	:		321		
3	:	296			309	:		322		
2	:	297			308	:		323		

Former 659 Lincoln: LOTS 293 AND 294 [FORD MANOR NO. 1 SUB P. C. 179
 Lot Size: 60' x 100.85'

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 659 Lincoln 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 659 Lincoln to Jane Mathes in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Jane Mathes 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 (\$8,000.00) 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 659 Lincoln, between Jane Mathes 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 _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # 16b

ITEM: Purchase Agreement to sell City owned property known as former 876 9th Street for construction of a new single family home

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: This property was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home which can be found at www.wyandotte.net/FrontDesk/RequestForProposals.asp. The property was placed on the MLS, "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 Jane Mathes, 13106 Fordline, Southgate, MI 48195, for the construction of new single family home consisting of approximately 1,946 square feet, 4 bedrooms, 2.5 baths, attached garage, full basement, exterior to be brick from the foundation to the first floor joist around entire exterior with hardy backer siding for remaining exterior.

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: Adopt a resolution concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Purchase Agreement Approved by Legal.

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: Purchase Agreement; Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date:

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 876 9th 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 876 9th Street to Jane Mathes in the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser(s), Jane Mathes 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 Thousands (\$8,000.00) Dollar. 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 876 9th Street, between Jane Mathes 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 _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

OFFER TO PURCHASE REAL ESTATE

1. 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:
Lot 14 and 15 Also 16 foot Adj. Vac. Alley Montie's Goddard Ave Subdivision as recorded in L41 P 85, WCR being known as
Former 876 9th now as 878 9th 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 <u>0</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.

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

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 _____
Phone _____ By: _____ Broker
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 1,946 square feet with 4 bedrooms, and 2.5 bath 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 brick from the foundation to the first floor joist around entire exterior with hardy backer siding for rest of exterior.
 - 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.
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.

PURCHASER(S):


Jane Mathes
13106 Fordline, Southgate, MI 48195

Dated: 12-11-18

CITY OF WYANDOTTE, Seller

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

Lawrence S. Stec, City Clerk

Legal Department Approval _____

ATTACHMENT A



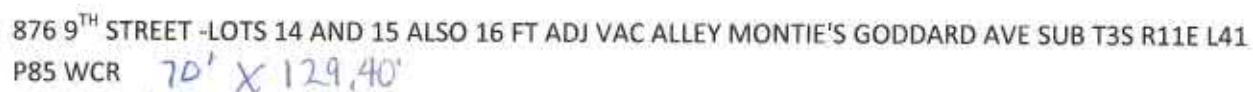
1966 sq/ft 4 beds 2.5 baths 40' wide 52' deep

Floor Plan - Main Floor Plan



Floor Plan - Upper Floor Plan





RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 876 9th 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 876 9th Street to Jane Mathes in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Jane Mathes 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 (\$8,000.00) 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 876 9th Street, between Jane Mathes 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 _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # **16c**

ITEM: Sale Former 664 Orange for Construction of a new Single Family Home

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The sale of this property to Ms. Zimmers and Mr. Groat was approved by City Council on August 20, 2018. Ms. Zimmers and Mr. Groat are purchasing the property for the construction of a new single family home. An Amendment to the Purchase Agreement is required to amend the closing time frame and clarify the brick foundation. All other terms and conditions will remain in full force and effect.

If you concur with this Amendment, the attached Resolution will authorize the Mayor and Clerk to execute same.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to provide the finest services and quality of life to its residents 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.

ACTION REQUESTED: Adopt a resolution concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute First Amendment to Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: Approved as to form. *W. Look*

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Amendment to Purchase Agreement; Council Resolution dated August 20, 2018

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED by the City Council that Council concurs with the recommendation from the City Engineer regarding the Amendment to Purchase Agreement for the sale of former 664 Orange; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the Amendment to Purchase Agreement as submitted to City Council.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman

Calvin

DeSana

Maiani

Sabuda

Schultz

FIRST AMENDMENT TO PURCHASE AGREEMENT
BETWEEN
THE CITY OF WYANDOTTE
AND RACHEL ZIMMERS AND TYLER GROAT

The Purchase Agreement dated August 20, 2018, for the property located at Former 664 Orange, now known as 668 Orange, Wyandotte, Michigan hereby amend Paragraph 14 to read:

14. The closing for this Agreement is contingent upon the Purchaser, within 155 days of Seller's signed acceptance, (before February 13, 2019) obtaining a building permit, issued by the Engineering and Building Department for the construction of an owner occupied single family home, consisting of the following features:
- Approximately 1,500 square feet with 3 bedrooms, and 2 ½ baths 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 and Sump Pump.
 - Exterior to be brick from the foundation to the first floor joist around entire exterior with vinyl siding for rest of exterior.
 - Detached garage at the rear.
 - Wrap around front porch on the west side of home.
 - Home must meet all current zoning requirements.

All other terms and conditions shall remain in full force and effect.

Dated this ____ day of _____, 2019.

In the Presence of:

Purchasers:

Rachel Zimmers, a Single Woman

Tyler Groat, a Single Man

Seller: City of Wyandotte

Joseph R. Peterson, Mayor

Lawrence S. Stec, City Clerk

**CITY OF WYANDOTTE, MICHIGAN
CERTIFIED RESOLUTION
2018-356**

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

UNDER THE DATE OF: August 20, 2018

MOVED BY: Councilperson Maiani

SUPPORTED BY: Councilperson Schultz

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 664 Orange 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 664 Orange to Tyler Groat and Rachel Zimmers in the amount of \$10,000.00; AND
BE IT FURTHER RESOLVED that if the Purchaser(s), Tyler Groat and Rachel Zimmers do 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 One (\$1.00) Dollar. 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 664 Orange, between Tyler Groat and Rachel Zimmers and the City of Wyandotte for \$10,000 as presented to Council.

Motion unanimously carried.

ABSENT: Councilpersons Calvin, Sabuda

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on August 20, 2018 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.




Lawrence S. Stec
City Clerk

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 20, 2018

AGENDA ITEM # _____

ITEM: Purchase Agreement to sell City owned property known as former 664 Orange for construction of a new single family home

PRESENTER: Mark A. Kowalewski, City Engineer 

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: This property was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home which can be found at www.wyandotte.net/FrontDesk/RequestForProposals.asp. The property was placed on the MLS, "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 Tyler Groat and Rachel Zimmers, 708 Pine, Wyandotte, for the construction of new single family home consisting of approximately 1,500 square feet, 3 bedrooms, 2.5 baths, full basement, exterior to be brick four (4) feet above grade on all elevations with remaining to be vinyl siding, wrap around front porch and detached garage.

NOTE: A Purchase Agreement was previously approved for the sale of this property. A Release of Purchase Agreement was executed.

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: Adopt a resolution concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: Purchase Agreement Approved by Legal.

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Purchase Agreement; Map

OFFER TO PURCHASE REAL ESTATE

I, **THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the City of Wyandotte Wayne County, Michigan, described as follows: Lot 14, Block 176, Plat of Part of Wyandotte, as recorded in Liber 1, Page 142 of Plats, Wayne County Records being known as the Former 664 Orange now known as 668 Orange Street, and to pay therefor the sum of Ten Thousand Dollars & 00/100 (\$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

PROMISSORY NOTE/MORTGAGE SALE

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of \$10,000.00 together with the closing costs (which consists of the title insurance premium, recording fees, prorated taxes, closing fee of \$200) shall be paid by Purchaser(s) executing a Promissory Note payable to the order of the Seller(s) and secured by a mortgage. The Promissory Note will require immediate payment to the Seller upon occurrence of any of the following events within ten (10) years of the date of closing: The property is sold, refinanced, foreclosed, leased, transferred, conveyed in any manner or otherwise disposed of by Purchaser(s) or is no longer occupied by Purchaser as its primary residence. In the event none of the events described in Paragraph (1) above occur within ten (10) years of the date of closing, the Promissory Note will be deemed satisfied and the mortgage will be discharged at the request of and upon payment of the recording fee for the discharge by Purchaser(s). In the event of default of the terms of the Promissory Note by the Purchaser(s), the Seller(s) may foreclose by advertisement on the mortgaged premises as one of its remedies and purchaser(s) shall be responsible to pay Seller(s) costs including reasonable attorney fees resulting from the enforcement of the Promissory Note and/or Mortgage.
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. Purchaser is responsible to pay for the Title Insurance premium.
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.
Purchaser's Default	4. If Purchaser(s) defaults, Seller may retain the Deposit and Purchaser(s) is responsible for all costs incurred by Seller.
Seller's Default	5. 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	6. 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	7. 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>n/a</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ 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.
Taxes and Prorated Items	8. 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	9. 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. 10. The Broker is hereby authorized to make this offer and the deposit of <u>N/A</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.

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

<i>Security Deposit</i>	11. A Security Deposit of <u>One Thousand (\$1,000) Dollars</u> will be required upon acceptance of this Agreement and will be returned to Purchaser(s) upon issuance of the final Certificate of Occupancy for the premises. In the event of default of any of the terms of this Agreement prior to issuance of the final Certificate of Occupancy, the deposit shall be forfeited to Seller(s) in addition to the other remedies Seller(s) has under the terms of this Agreement.
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12. 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 \$ _____

13. 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 the City Engineer, 3200 Biddle Avenue, Wvandoite, MI

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 14 through 24 and Signatures

[LEFT BLANK]

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

Purchaser(s) have bargained for the purchase of the property from the Seller(s) pursuant to the terms of the promissory note (rather than paying a cash price for the property at the closing). Purchaser(s) agrees that in consideration of the Seller(s) allowing the purchase by a Promissory Note, Seller(s) is subject to certain risks and that the following conditions are reasonable and that Seller(s) have provided adequate legal consideration to support the conditions and requirements of this Agreement. Time is of the essence.

14. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of an owner occupied single family home, consisting of the following features:
- Approximately 1,500 square feet with 3 bedrooms, and 2 1/2 baths 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 and Sump Pump.
 - Exterior to be brick four (4) feet above grade ~~on~~ on all elevations with remaining to be vinyl siding.
 - Detached garage at the rear.
 - Wrap around front porch on the west side of home.
 - Home must meet all current zoning requirements.


15. If plans and unit installed with energy savings systems such as solar systems capable of supplying 1kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water then the City will reduce the balance of the promissory note by \$2,000.

16. 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 14.

In consideration of the Seller(s) conveying this property to Purchaser(s) pursuant to the terms of Promissory Note, Purchaser(s) agree that if Purchaser(s) fail to undertake development or complete construction within the required time limits of this Agreement, Seller(s) have the option to purchase the property from Purchaser with all improvements for one (\$1.00) dollar (Purchaser(s) will still remain responsible to pay all obligations owing to Purchaser's lender). This will be a condition of the deed. In the event Seller(s) commences legal proceeding to enforce this requirement, Purchaser(s) shall be responsible to pay all of Seller's costs including its reasonable attorney fees.

17. 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.
18. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Mapping Fee. These charges will be included in the note.
19. Dirt shall be removed from the site at the Purchaser's expense.
20. Purchase 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.)
21. 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.
22. This Agreement is subject to the approval of the Wyandotte City Council.
23. The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.
24. The requirements of this Agreement shall survive the closing.

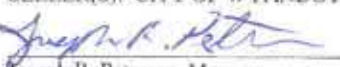
PURCHASER(S):


Rachel Zimmers, Purchaser
708 Pine, Wyandotte, MI 48192


Tyler Groat, Purchaser

Dated: 08-13-18

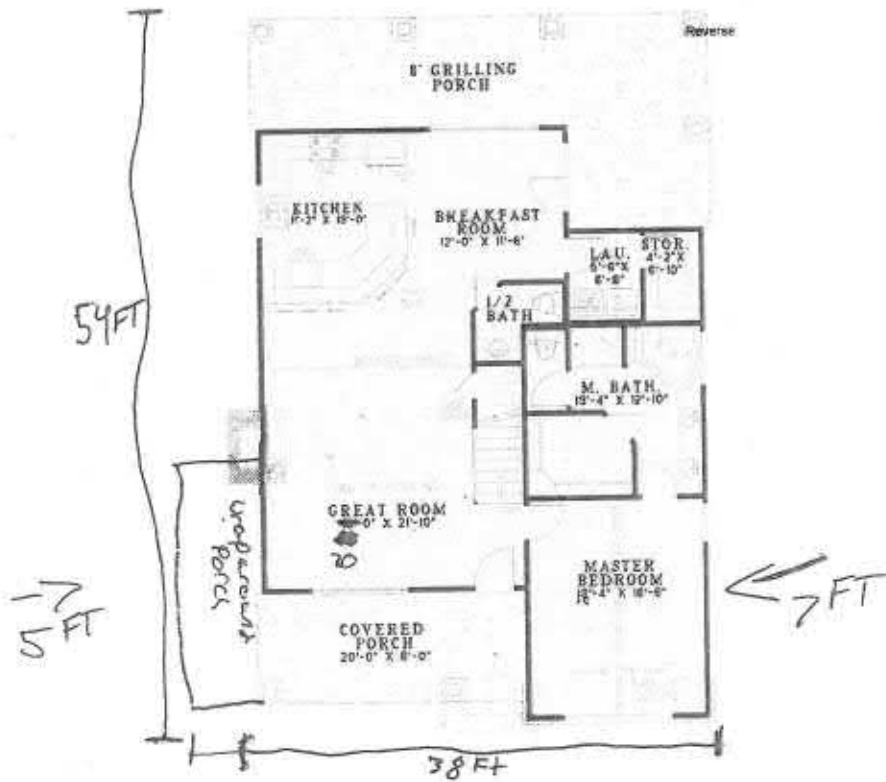
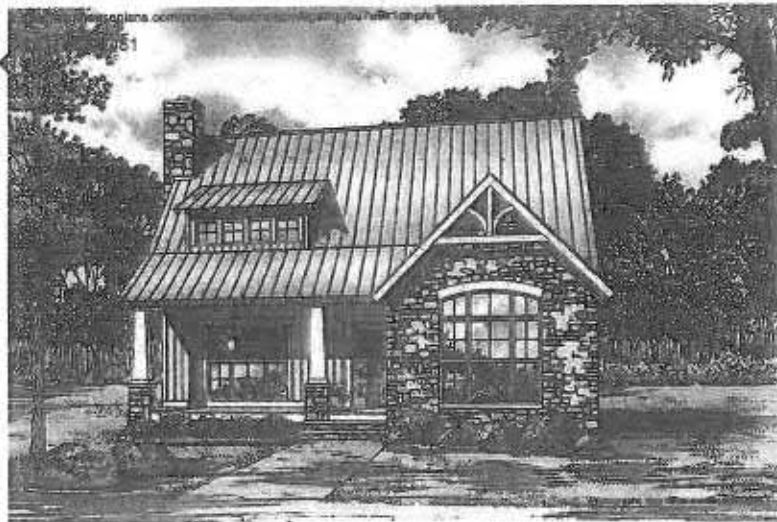
SELLER(S): CITY OF WYANDOTTE


Joseph R. Peterson, Mayor
3200 Biddle Avenue, Wyandotte, MI


Lawrence S. Stec, City Clerk

Dated: 8-20-18

Legal Department Review 





RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation from the City Engineer regarding the Amendment to Purchase Agreement for the sale of former 664 Orange; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the Amendment to Purchase Agreement as submitted to City Council.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # 16d

ITEM: Sale of the former 870 Vinewood (38.5' x 100')

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: The City owns the former 870 Vinewood. Attached for your approval is a Purchase Agreement to sell the property to the adjacent property owner at 874 Vinewood, 1st Metro-Wyandotte, LLC for the amount of \$1,925.00. The combination of the two (2) lots will result in one (1) lot measuring 68.5' x 100'.

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 Purchase Agreement to sell said property to the adjacent property owner at 874 Vinewood in the amount of \$1,925.00 (\$50 per front foot).

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved, will schedule closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: Purchase Agreement Reviewed by W. Look

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Purchase Agreement; Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the communication from the City Engineer regarding the sale of Former 870 Vinewood, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from 1st Metro-Wyandotte, LLC to acquire the Former 870 Vinewood in the amount of \$1,925.00; 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

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

City
XXXXXXX of
XXXXXXX

Wyandotte Wayne County, Michigan, described as follows:
Lot 7 Moore's Subdivision as recorded in Liber 25, Page 9 of Plats, Wayne County Records being known as former 870
Vinewood 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 One Thousand Nine Hundred Twenty-Five Dollars and 00/100 (\$1,925.00)
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

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 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. 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.

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 the City Engineer, 3200 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchaser will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 874 Vinewood. 3. Purchaser is responsible for all closing fees including, title premium, mapping fee, and recording fees. Closing fees will be due at time of closing. 5. Property and garage is being purchased in an "as is" condition.

☐ CHECK BOX IF CLOSING FEE OF \$200.00 IS TO BE PAID BY PURCHASER IS REQUIRED.

IN PRESENCE OF:

Hunter Myers L. S.
1st Metro-Wyandotte, LLC **Purchaser**

Dated 1/2/2019

Address P.O. Box 1156, Grand Blanc, MI 48480
Phone: 810-347-5806

SELLER'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 _____

Phone _____

By: _____ **Seller**

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.

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

IN PRESENCE OF:

CITY OF WYANDOTTE:

Joseph R. Peterson, Mayor L. S.

Lawrence S. Stec, City Clerk L. S.

Address 3200 Biddle Avenue, Wyandotte

Dated: _____

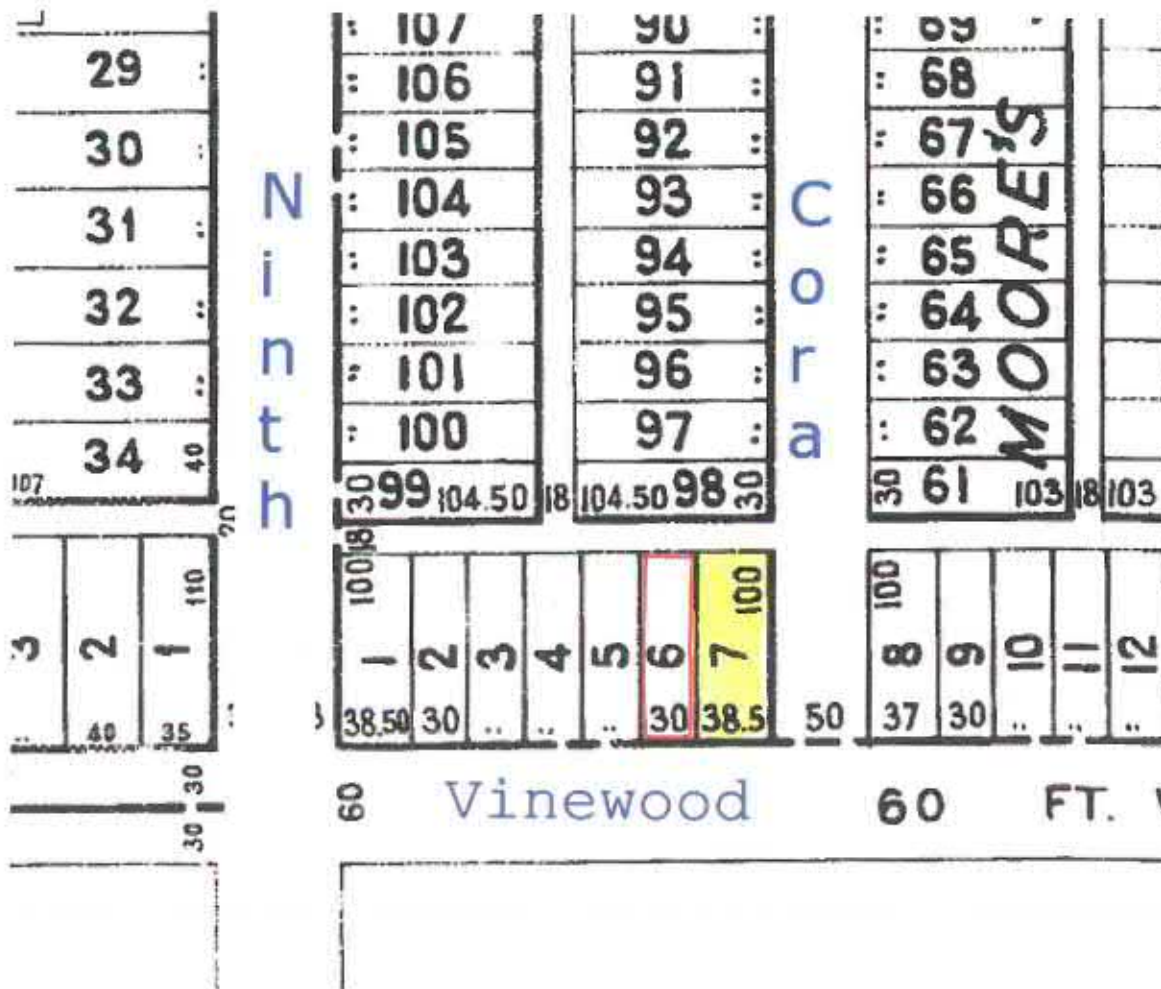
Phone 734-324-4555

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 _____

Purchaser L. S.



Former 870 Vinewood - LOT 7 MOORE'S SUB Lot Size: 38.5' x 100'
Owner: City of Wyandotte

874 Vinewood - LOT 6 MOORE'S SUB Lot Size: 30' x 100'
Owner: 1st Metro Wyandotte LLC

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the communication from the City Engineer regarding the sale of Former 870 Vinewood, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from 1st Metro-Wyandotte, LLC to acquire the Former 870 Vinewood in the amount of \$1,925.00; 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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # **17**

ITEM: Annual Review of the Outdoor Café Applicants

PRESENTER: Mark A. Kowalewski, City Engineer 

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Per Section 2202.S.11 of the City's Zoning Ordinance regarding Outdoor Cafes, the City Council will approve an application checklist yearly along with fees for application review, inspections, use of public area and review of insurance. The description for alcohol has been changed from served to served, consumed or possessed. Therefore, attached for your review is the application for New and Annual Renewal, Inspection Checklist and example of the Insurance Requirements. The following fees are unchanged for 2019:

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

If you approve the applications, inspection checklist, insurance requirement and concur with the fees, the attached Resolution will need to be adopted by Your Honorable Body.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan.

ACTION REQUESTED: Approve applications and fees.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-000-630-020 Anticipated Revenue \$9,600.00

IMPLEMENTATION PLAN: Forward adopted Application to Outdoor Café Applicants

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Approved as to form. [W. Look](#)

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: Applications, Checklist, and Insurance

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED by this Council that 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, Insurance Requirements and Fees for 2019 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

I move the adoption of the foregoing resolutions.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman

Calvin

DeSana

Maiani

Sabuda

Schultz



CITY OF WYANDOTTE OUTDOOR CAFÉ APPLICATION

Engineering and Building
3200 Biddle Avenue
Wyandotte, MI 48192

Date: _____

REQUIRED INFORMATION:

Address of Outdoor Café: _____

Name of Business: _____

Property Owner: _____

Address: _____ City: _____ State _____ Zip Code _____

Phone Number: (____) _____ Fax: (____) _____ Email: _____

Applicant: _____

Address: _____ City: _____ State _____ Zip Code _____

Phone Number: (____) _____ Fax: (____) _____ Email: _____

Zoning of property _____ Outdoor Café Location: _____ Public Property _____ Private Property

NOTE: An Outdoor Café in a B-2 Zoning District may provide for only 35% more seating than is provided inside the restaurant. Additional parking required (Sec. 2202.5.7)

Hours of occupancy for Outdoor Café: _____ AM thru _____ PM
(Sec. 2202.S.17:00 a.m. to 12 midnight Monday thru Thursday and Sunday; Extended hours to 2:00 a.m. on Friday and Saturdays, 3rd Fridays, Street Art Fair Days, March 17, New Year's Eve, Wednesday before Thanksgiving Day, Thursday before Easter, and events approved by Resolution by City Council.)

Dates of occupancy for Outdoor Café: From: _____ to _____
(Sec. 2202.S. 1 - Dates Allowed January 1st to December 31st)

Area of occupancy in square feet: _____ sq ft; dimensions _____ x _____

Capacity of existing establishment: _____ people (with seating) _____ people (without seating)

Capacity of proposed outdoor café: _____ people (total number of seats)

Will alcoholic beverages be served at the outdoor café: _____ Yes _____ No

DIAGRAM OF SIDEWALK CAFÉ:

Please attach a separate 8-1/2" x 11" sheet (or larger) illustrating the proposed café area. Show existing sidewalk, buildings, curb, existing improvements in the right-of-way, i.e. lamp posts, street trees, planters, awnings, and guards, benches, mailboxes, etc., an unobstructed clear area for pedestrian passage along sidewalk (a minimum of 60" wide), railings, umbrellas, proposed area for tables and chairs, number of tables and chairs, and details of the proposed perimeter barrier. Diagram should be of a scale 1" = 10' (or other appropriate scale).

Location of entrances and exits shall be shown.

Attach a copy of all furnishings i.e. tables, chairs, planters containing plants and accessories. Furnishings may not be attached.

Fences abutting public right-of-way must be black metal.

DIAGRAM OF SIDEWALK CAFÉ:

Cafes adjacent to residential properties or that share an alley with residential properties shall be screened with a solid fence at minimum of six (6) feet in height.

For additional requirements, please refer to the Zoning Ordinance and the Outdoor Café Ordinance pertaining to the zoning of the property.

INSURANCE FOR OUTDOOR CAFES ON PUBLIC PROPERTY:

For outdoor cafes on public property, Liability Insurance, Liquor Liability Coverage and Property Damage Coverage naming the City of Wyandotte and Wayne County (when applicable) as an insured party must be provided before an outdoor café may be set up and be maintained for as long as the outdoor café is in operation. See attached example of a Certificate of Insurance for minimum coverages and minimum limits required. A primary general liability policy with limit of \$2 million per occurrence with a \$4 million aggregate policy is acceptable in lieu of the \$1 million per occurrence with a \$2 million aggregate policy plus the \$1 million umbrella as shown on the sample certificate provided.

NOTE: For those cafes on public property that serve alcohol you will also be required to have liquor liability coverage in the amount of \$1 million per occurrence and \$1 million policy aggregate.

GRANT OF LICENSE/HOLD HARMLESS AGREEMENT FOR OUTDOOR CAFES ON PUBLIC PROPERTY:

A Grant of License and Hold Harmless Agreement will be required to be executed by the property owner and tenant if applicable. The Grant of License and Hold Harmless Agreement will be prepared by the City's Attorney and require approval by the City Council.

ANNUAL INSPECTION:

An Annual Inspection will be required. The Applicant shall apply to the Engineering and Building Department each year after receiving approval by the Planning Commission.

CERTIFICATION:

Applicant covenants and agrees to strictly comply with all terms and conditions of the Outdoor Café Ordinance, all other ordinances and requirements of State and Federal laws. Applicant further understands and agrees that the Planning Commission in its sole and absolute discretion, may approve, deny or set any conditions or limitations on any outdoor café which may be approved on private property. In addition, the City Council in its sole and absolute discretion may approve, deny or set any conditions or limitations on any outdoor café which may be approved on public property.

Approval of an outdoor café is on a calendar year basis and a renewal request must be filed each year. Approval of an outdoor café is subject to revocation by the City.

INDEMNIFICATION:

By signing this Application and upon approval by the Planning Commission for cafes on private property or upon approval by the City council for cafes on public property, the Applicant agrees to indemnify the City of Wyandotte and Wayne County per the following: the applicant and permittee shall indemnify, hold harmless and defend the City of Wyandotte and Wayne County, and their agents, employees elected officials, against and any all claims, expenses (including

attorney's fees) demands, payments, suits, actions, recoveries, and judgements of every name and description, brought or recovered against them or either or any of them for or on account of loss of life, any personal injury, or damages to property received or sustained by any person or persons whomsoever by reason of any act or omission of the said applicant and permittee, their agents, servants, or subcontractors in the operation of said outdoor café, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in the operation of the outdoor café; and on account of liability or obligation imposed directly or indirectly upon the City of Wyandotte or Wayne County by reason of any law of the State of Michigan or the United States, now existing or which shall hereafter be enacted imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the date hereof, for injuries to employees or others. Said applicant and permittee shall pay, settle, compromise, and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits, and actions made or brought against the City of Wyandotte and Wayne County for or upon any such claim. In case the said applicant and permittee shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, said City of Wyandotte or Wayne County may in order to protect itself from liability, defend any such claim, demand, suits, or action and pay, settle, compromise, and procure the discharge thereof, in which case the said applicant and permittee shall repay to the City of Wyandotte or Wayne County any and all such loss, damage, and expense, including attorney's fees paid, suffered, or incurred by said City of Wyandotte or Wayne County in so doing.

Applicant and permittee shall defend, hold harmless and indemnify City of Wyandotte and Wayne County against any and all claims, expense (including attorney's fees), loss or liability for injury to or death of any persons (including employees or agents), and loss of or damage to any property (including property owned, leased or borrowed by City of Wyandotte or Wayne County), incurred during the operating of the outdoor café associated with and under this agreement, unless any of the above stated claims, expenses, loss, liability or obligation is caused solely by the negligence of the City of Wyandotte or Wayne County. Applicant and Permittee shall waive all of its and all of its Insurers rights of subrogation against the City of Wyandotte, and Wayne County, as well all of their Officers, Employees, Elected Officials and Volunteers.

FEE PAID: _____

Dated this _____ day of _____, 20_____

Applicant's Signature: _____

Print Name and Title

Office Use Only	
FEE: _____	\$300 with no alcohol served, consumed or possessed \$750 with alcohol served, consumed or possessed
Public Department Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____, 20____
Fire Department Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____, 20____
Eng/Bldg. Department Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____, 20____
Insurance Certification on File: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____, 20____
Hold Harmless Agreement Executed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____, 20____
Grant of License Issued: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____, 20____



**City of Wyandotte
Outdoor Café
Annual Renewal Application**

Engineering and Building
3200 Biddle Avenue
Wyandotte, Michigan

Date: _____

REQUIRED INFORMATION:

Address of Outdoor Café: _____

Name of Business: _____

Property Owner: _____

Address: _____ City: _____ State _____ Zip Code _____

Phone Number: (____) _____ Fax: (____) _____ Email: _____

Applicant: _____

Address: _____ City: _____ State _____ Zip Code _____

Phone Number: (____) _____ Fax: (____) _____ Email: _____

Zoning of property _____ Outdoor Café Location: _____ Public Property _____ Private Property

NOTE: An Outdoor Café in a B-2 Zoning District may provide for only 35% more seating than is provided inside the restaurant. Additional parking required (Sec. 2202.5.7)

Hours of occupancy for Outdoor Café: _____ AM thru _____ PM
(Sec. 2202.S.17:00 a.m. to 12 midnight Monday thru Thursday and Sunday; Extended hours to 2:00 a.m. on Friday and Saturdays, 3rd Fridays, Street Art Fair Days, March 17, New Year's Eve, Wednesday before Thanksgiving Day, Thursday before Easter, and events approved by Resolution by City Council.)

Dates of occupancy for Outdoor Café: From: _____ to _____
(Sec. 2202.S. 1 - Dates Allowed January 1st to December 31st)

Area of occupancy in square feet: _____ sq ft; dimensions _____ x _____

Capacity of existing establishment: _____ people (with seating) _____ people (without seating)

Capacity of proposed outdoor café: _____ people (total number of seats)

Will alcoholic beverages be served at the outdoor café: _____ Yes _____ No

Any changes to the approved plan _____ Yes _____ No

INSURANCE FOR OUTDOOR CAFES ON PUBLIC PROPERTY:

Attach updated Certificate of Insurance _____ Yes

CERTIFICATION:

Applicant covenants and agrees to strictly comply with all terms and conditions of the Outdoor Café Ordinance, all other ordinances and requirements of State and Federal laws, and further understands and agrees that the Planning Commission and/or City Council in its sole and absolute discretion, may approve, deny or set any conditions or limitations on any outdoor café which may be approved.

FEE:

Dated this _____ day of _____, 2 _____

Applicant's Signature: _____

Print Name and Title

Office Use Only	
FEE: _____	\$150 with no alcohol served, consumed or possessed \$600 with alcohol served, consumed or possessed Notes: _____
Public Department Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____, 20____
Fire Department Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____, 20____
Eng/Bldg. Department Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____, 20____
Insurance Certification on File: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____, 20____
Hold Harmless Agreement Executed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____, 20____
Grant of License Issued: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____, 20____

INSPECTION CHECKLIST
OUTDOOR CAFÉ

INSPECTED BY: _____

DATE OF INSPECTION: _____

LIST OF COMPLAINTS RECEIVED BY THE ENGINEERING DEPARTMENT:

LIST OF VIOLATIONS:

CHECKLIST:

PRIVATE AND PUBLIC PROPERTY:

- ___ Café is set up in accordance with approved Planning Commission Plan
- ___ No signs or other advertising on fences or railings
- ___ Name of restaurant may appear on valance of umbrella, no other advertisement
- ___ Occupancy load posted
- ___ If a written complaint regarding an outdoor café has been received by the Planning Commission after October 2016, then a public hearing is required prior to approval of outdoor café. Checking this box indicates no complaints were received.

ADDITIONAL ITEMS REQUIRED FOR PUBLIC PROPERTY: (Before an inspection is scheduled on a Public Property Café, the first four (4) items below must be submitted and approved.)

- ___ Proper insurance submitted
- ___ Insurance includes liquor liability if alcohol is serviced
- ___ Current Grant of License
- ___ Current Hold Harmless
- ___ Café allows for free passage of pedestrians

NOTES FROM INSPECTION:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, Ho, Ext):	FAX (A/C, Ho):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL172912595

REVISION NUMBER:

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

PROD	TYPE OF INSURANCE	ADD (SUBR, BUS, WH)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.					GENERAL AGGREGATE \$ 2,000,000
	OTHER					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					Sewer Back-up-negligence \$
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ 1,000,000
						AGGREGATE \$ 1,000,000
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe error:					E.L. DISEASE - EA EMPLOYEE \$
	DESCRIPTION OF OPERATIONS (400-200)					E.L. DISEASE - POLICY LIMIT \$

ALSO REQUIRED \$1M LIQUOR LIABILITY

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

The City of Wyandotte, Wayne County, its officers and employees are additional insureds. The coverage is primary and not contributing or pro rata with any other insurance or similar protection (e.g. risk management association) which is or may not be available to or carried by the City. This coverage extends to the sidewalk patio area, or other public Right Of Way, where ongoing restaurant operations take place.

The insured hereby waives its and all of its Insurers rights of subrogation against the the City of Wyandotte, Wayne County, its officers, Employees, Elected Officials and Volunteers.

CERTIFICATE HOLDER	CANCELLATION
City of Wyandotte 3200 Biddle Ave. Wyandotte, MI 48152	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED by this Council that 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, Insurance Requirements and Fees for 2019 are as follows:

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

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 14, 2019

AGENDA ITEM # **18**

ITEM: Adoption of a Local Pavement Warranty Program

PRESENTER: Mark Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark Kowalewski, City Engineer

BACKGROUND: Michigan Legislature adopted the Transportation Funding Package of 2015. Pursuant to this bill local road agencies are required to adopt a local pavement warranty program that is accepted by the Michigan Department of Transportation (MDOT). MDOT has spent the past three years refining the Michigan Local Agency Warranty Program. The warranty program shall be adopted by every community no later than September 18, 2019. Local agencies are required to adopt two separate resolutions:

1. The Local Pavement Warranty Program and the various MDOT approved documents for the warranty program: five (5) Special Provisions, Warranty Bond and Contract forms, and the Guidelines for Local Agency Pavement Warranty Program.
2. Implementation of the Local Warranty Program per the MDOT guidelines referenced above.

The included sample resolutions were drafted by the Michigan Municipal League for use by all local agencies.

Note warranties will be required if the following occur:

1. Use of state or federal funding.
2. The paving related items (concrete, asphalt, stone base, etc.) exceed \$2,000,000 per project. It is unlikely that a City project would meet this \$2,000,000 threshold.

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

ACTION REQUESTED: Approve the two Pavement Warranty Program resolutions.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: There is no immediate budgetary impact. However, future warranties will likely be built into contractor pricing.

IMPLEMENTATION PLAN: The City Engineer will oversee warranty program in accordance with the law.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: Reviewed Attachments [W. Look](#)

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Proposed Adoption of Local Pavement Warranty Program Resolution, Proposed Implementation of Local Pavement Warranty Program Resolution, MDOT Special Provisions, Warranty Bond, Contract Form, Local Agency Pavement Warranty Program Guidelines.

RESOLUTION by Councilperson _____

WHEREAS, the Michigan Legislature (MCL 247.663) requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Local Agency Pavement Warranty Program was developed by the Local Agency Pavement Warranty Task Force for use by all 533 cities and villages in the format approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Department of Transportation has reviewed and approved the Michigan Local Agency Pavement Warranty Program consisting of Special Provisions (hot mix asphalt and concrete pavement warranty, warranty work requirements for jointed plain concrete pavement, warranty work requirements for hot mix asphalt pavements, pavement warranty information, pass through warranty bonds, pass through warranty contract, and pass through warranty bond); a Warranty Bond Form and Contract Form; and Guidelines for Local Agency Pavement Warranty Programs;

NOW THEREFORE BE IT RESOLVED, the City of Wyandotte hereby adopts the Michigan Local Agency Pavement Warranty Program and accompanying documents in accordance to the requirements of MCL 247.663;

BE IT FURTHER RESOLVED, this resolution is made a part of the minutes of the City of Wyandotte Council Meeting on January 14, 2019.

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	_____

RESOLUTION by Councilperson _____

WHEREAS, The Michigan Legislature created a requirement (MCL 247.663) as part of the Transportation Funding Package of 2015 that requires each city and village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, City of Wyandotte adopted the Michigan Local Agency Pavement Warranty Program on January 14th, 2019;

WHEREAS, the City of Wyandotte agrees to consider a local pavement warranty on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds;

WHEREAS, the Local Agency Pavement Warranty Program law requires each city and village to report annually on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds, whether or not a warranty was utilized in the project;

WHEREAS, the City of Wyandotte agrees to implement the Michigan Local Agency Pavement Warranty Program consistent with the Guidelines for Local Agency Pavement Warranty Program document that was approved by the Michigan Department of Transportation in 2018; and which the City of Wyandotte's adopted Implementation Policy defines the City's intent of its pavement warranty program;

NOW THEREFORE BE IT RESOLVED, the City of Wyandotte hereby agrees to implement the Local Agency Pavement Warranty Program and annually report in accordance with the law.

BE IT FURTHER RESOLVED, this resolution is made a part of the minutes of the City of Wyandotte Council Meeting on January 14, 2019.

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	_____

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
HOT MIX ASPHALT and CONCRETE PAVEMENT WARRANTY
1 of 7

2019

- a. **Description.** The Hot Mix Asphalt (HMA) and Concrete Pavement Warranty (Pavement Warranty) consists of the contract warranty provisions, warranty bond, the terms of this special provision, the terms of the special provisions for Warranty Work Requirements for HMA and Concrete Pavements, and the Specifications for Warranty Work included in the contract. This special provision establishes the common terms, definitions, and requirements applied to pavement projects requiring a warranty. The Pavement Warranty assures and protects the Local Agency (Agency) from specific defects in pavements due to materials and/or workmanship.

Under the Pavement Warranty special provisions the Contractor is responsible for correcting defects in the pavement caused by elements within the Contractor's control (i.e., the materials and/or workmanship), during the warranty term. The Pavement Warranty passes through to subcontractors and / or suppliers at the direction of the Contractor and upon written notice to the Agency. The Agency is responsible for the pavement design. Therefore, the Contractor assumes no responsibility for design related defects. A pavement defect due to the materials, workmanship and the design, will result in a shared responsibility for correcting the defect by the Agency and the Contractor. The Contractor is responsible for the percentage of fault attributable to the materials and/or workmanship. The Agency is responsible for the percentage of fault attributable to the design. Note: The Agency elects to require the Contractor to provide the pavement design(s) in *design-build* contract documents and specifications. In this case, the Contractor is responsible for the percentage of fault attributable to the design

b. **Definitions.**

Abrasion. The wearing (loss) of a material by tire friction or snow plowing.

Acceptance Date of Warranted Work. The date when the warranted work is complete, has been determined by the Agency to be in compliance with the contract specifications, and is continuously open to traffic. This is the date of warranted work acceptance (See Section c. Warranted Work Acceptance) and constitutes the start of the warranty period. There may be more than one acceptance date of warranted work for a project.

Adhesion. The bonding of a material to an underlying pavement surface.

Asphalt Flushing. The accumulation of excess asphalt binder on the pavement surface that creates a shiny, reflective condition, and becomes tacky to the touch at high temperatures.

Cohesion. The resistance of a material to internal rupture.

Conflict Resolution Team (CRT). The three-person team responsible for voting in resolution of disputes between the Agency and the Contractor regarding any claim of non-compliance with the warranty requirements.

Crack. A visible fissure or surface discontinuity that may or may not extend through the entire slab/pavement. Cracks may be singular or in multiple patterns. Surface Crack types are:

- a. **Alligator.** Parallel longitudinal cracks with transverse tears between them exhibiting a pattern similar to an alligator hide. An alligator crack typically starts in a wheel path and may extend to other lane locations of a HMA pavement.
- b. **Block.** Transverse and longitudinal cracking in a pavement that has progressed to a pattern that the pavement is broken into blocks of size less than 12 - foot by 12 - foot. The shape of each block may be irregular.
- c. **Corner.** Orientation is generally diagonal and located near a concrete slab corner. It may intersect either a transverse or a longitudinal pavement joint.
- d. **Longitudinal/Open Joint.** A crack, at least five feet in length, that is oriented primarily in the longitudinal direction versus the transverse direction. That is, the angle between the overall crack line and the centerline is less than 45 degrees. It can exist anywhere in the driving lane; i.e., at the pavement centerline joint, wheel path, center of lane, or lane/shoulder joint. This does not include reflective cracking from underlying pavement.
- e. **Map.** Interconnecting, variable spaced cracks in a random orientation and pattern.
- f. **Non-Working.** Cracks that experience relatively little horizontal or vertical movement as a result of temperature change or traffic loading. As a general rule, a width less than 1/8 inch.
- g. **Transverse.** A crack, at least five feet in length, that is oriented primarily in the transverse direction versus the longitudinal direction. That is, the angle between the overall crack line and the transverse line is less than 45 degrees. It can be either straight or irregular in direction.
- h. **Working.** Cracks that experience considerable horizontal or vertical movement as a result of temperature change or traffic loading. In general, the width is greater than or equal to 1/8 inch.

De-bonding. A physical separation of two HMA layers. De-bonding will be visually identified as shoving, or loss of the top course. Surface potholes, regardless of depth, will be classified as de-bonding.

Driving Lane(s). The delineated pavement surface used by traffic and the portion of the pavement considered warranted work. Each of the following is considered a separate driving lane.

- Each individual mainline lane.
- The sum of all ramp lanes and the associated acceleration/deceleration lanes is considered a separate driving lane.
- The sum of all auxiliary lanes, such as passing lanes and turn lanes, is considered a separate driving lane.

Approaches, driveways, shoulders and adjoining transition tapers between various types of pavement are not considered driving lanes for the purpose of this provision.

Joint Sealant Failure. The loss of material integrity consisting of either adhesive failure (de-bonding), cohesive failure (material separation), or the complete loss of sealant material.

Local Agency. A road commission or municipality with legal responsibility for the roads or streets within their respective governmental jurisdictions. Sometimes referred to as Agency.

Loss of Cover Aggregate. Areas of coarse and fine aggregate removal from the pavement surface caused by the mechanical action of troweling and/or grooving the concrete surface during placement.

Opening to Traffic. The allowance of vehicles on the new pavement with the appropriate lane markings/stripping and signage.

Over-band. A type of crack sealing in which sealing material is allowed to completely cover prepared cracks by extending onto the adjacent pavement surface.

Raveling. Surface disintegration of a HMA pavement, due to the loss of coarse or fine aggregate material that occurs over an area or in a continuous longitudinal strip. Wear caused by snowplow abrasion is not considered raveling.

Rutting. A longitudinal surface depression in the wheel path. It may have associated transverse displacement or humping.

Scaling. The concrete surface has a visible, exposed, rough texture from a loss of either aggregate or mortar.

Shattered Slab. A concrete pavement slab broken into four or more sections by full-depth cracks.

Spall. Broken or missing piece of concrete contiguous with the perimeter edge of a slab with a surface area exceeding two square inches.

Warranty Bond. A bond (the lesser amount of 5% (percent) of the total contract amount or \$1,000,000) issued by a surety which guarantees meeting of the warranty requirements.

Warranted Work. Completed warranted work upon acceptance that is to be evaluated throughout the warranty term.

Warranty Work. Corrective actions / repairs performed to correct deficiencies in the completed warranted work in order to achieve final acceptance (Section I of this special provision) at the end of the warranty term.

Warranty. A surety guarantee that the warranty requirements will be met.

- c. **Warranted Work Acceptance.** The Agency and the Contractor must jointly review all completed warranted work, or a portion thereof, as determined by the Agency. If the work does not meet contract requirements, the Contractor must make all necessary corrections, at their expense, prior to acceptance. Warranted work acceptance will occur as soon as the Agency's confirmation is in writing in the Agency's acceptance notice. And that contract requirements have been met for the warranted work and has been continuously open to traffic. The date on which acceptance date of warranted work occurs is the start date for the warranty term.

Warranted work acceptance will be documented in the Agency's acceptance notice and executed jointly by the Agency and the Contractor. A copy of the acceptance notice will be sent to the Contractor's warranty bond surety agent by the Agency. Neither the warranted work acceptance nor any prior inspection, acceptance or approval by the Agency diminishes the Contractor's responsibility under this warranty.

The Agency in order to accommodate seasonal limitations or staged construction shall accept the warranted work and begin the warranty term, excluding any area needing corrective work.

Acceptance of material, in penalty, under the Agency's quality assurance program will not relieve the Contractor from meeting the Pavement Warranty requirements for the accepted material.

d. Warranty Bond. The Contractor is to furnish a single term warranty bond on a form supplied by the Local Agency, in an amount stipulated in the Special Provision for Warranty Work Requirements, prior to contract award. The effective starting date of the warranty bond and warranty term will be the Acceptance Date of Warranted Work. The warranty bond will be released at the end of the warranty term and/or upon satisfactory completion of all warranty work; whichever is later as per Section I. Final Acceptance of this special provision.

e. Rights and Responsibilities of the Agency. The Agency:

1. Reserves the right to approve the schedule, time, traffic control and methods proposed by the Contractor to perform warranty work.
2. Reserves the right to approve all material usage and specifications in warranty work.
3. Reserves the right to determine a Contractor's warranty work performance as meeting the contract specifications.
4. Reserves the right to perform, or have performed, routine maintenance during the warranty term; which routine maintenance will not diminish the Contractor's responsibility under the warranty.
5. Reserves the right, upon the non-availability of the Contractor, to make immediate emergency repairs to the pavement to prevent an unsafe road condition as determined by the Agency and upon notification to the Contractor of the requirement for additional repairs.
6. Will be responsible for monitoring the pavement throughout the warranty term. And will provide the Contractor all written reports of the pavement condition related to the warranty requirements. The Agency reserves the right not to relieve the Contractor of any responsibility based upon a claim for any failure by the Agency to adequately monitor the pavement or to report findings to the Contractor.
7. Will be responsible for notifying the Contractor, in writing, of any warranty work (corrective action/repair) requirement to meet the warranty requirements.

f. Rights and Responsibilities of the Contractor. The Contractor:

1. Must warrant to the Agency that the warranted work will be free of defects in the materials and/or workmanship. Ensure the warranty bond is described on the completed form and submitted to the Agency prior to award of contract.
2. Will be responsible for performing all warranty work including, but not limited to, maintaining traffic, finish pavement marking, and restoring all other associated pavement features, at the Contractor's expense.

3. Will be responsible for performing all repairs, resulting from being in non-compliance with the warranty requirements, using Agency approved materials and methods. Corrective actions and/or repairs shall commence before the expiration of the 60-day period of notification unless otherwise approved by the Agency.

4. Will be responsible to perform emergency repairs of the warranted work upon verbal and written notification from the Agency as per Section k. Emergency Repairs in this Special Provision.

5. Must notify the Agency and submit a written course of action for performing the needed warranty work a minimum of 10 (ten) calendar days prior to commencement of warranty work, except in the case of emergency repairs as detailed in this special provision. The submittal must propose a schedule for performing the warranty work and the materials and methods to be used.

6. Must follow an Agency approved maintaining traffic plan when performing warranty work. Ensure all warranty work is performed under permit issued by the Agency's Engineer. The permit fee and an individual permit performance bond will not be required. The permit insurance requirements, however, will apply.

7. Must furnish to the Agency, if warranty work required, a supplemental lien bond covering any warranty work being performed. The supplemental bond is furnished prior to beginning any warranty work. Ensure the supplemental bond is in the amount required by the Agency to cover the costs of warranty work.

8. Must complete all warranty work prior to conclusion of the warranty period, or as otherwise agreed to by the Agency.

9. Will be liable during the warranty period in the same manner as Contractors currently are liable for their construction related activities with the Agency pursuant to the current MDOT Standard Specifications for Construction including, but not limited to subsections 104.07.C, 107.10, and 107.11 or revisions thereto. This liability will arise and continue only during the period when the Contractor is performing warranty work. This liability is in addition to the Contractor performing and/or paying for any required warranty work, and will include liability for injuries and/or damages and any expenses resulting therefrom which are not attributable to normal wear and tear of traffic and weather; but are due to non-compliant materials, faulty workmanship, and to the operations of the Contractor as set forth more fully in subsections 104.07.C, 107.10 and 107.11 of the current MDOT Standard Specifications for Construction or revisions thereto.

g. Evaluation Method. The Agency will conduct pavement evaluations by dividing the project into segments. Each individual driving lane will be divided into segments of 528 feet (1/10 mile) in length for measuring and quantifying the condition parameters. The Evaluation Method will include field pavement condition reviews. The Agency reserves the right to waive this evaluation in emergency situations.

The beginning point for laying out segments will be the Point of Beginning (POB) of the project. Segments will be laid out consecutively to the Point of Ending (POE) of the project. The original segmentation of the project will be used for all successive reviews throughout the warranty term.

h. Condition Parameters. Condition parameters are used to measure the performance of the warranted pavement during the warranty term. Each condition parameter threshold limit is applied to each segment and defines the number of allowable defective segments before corrective action (warranty work) is required.

During the warranty term, the Contractor will not be held responsible for pavement defect caused by factors unrelated to materials and/or workmanship. These include but are not limited to: chemical and fuel spills, vehicle fires, snow plowing, and quality assurance testing such as coring. Other factors considered to be beyond the control of the Contractor which may contribute to pavement distress will be considered by the Agency's Engineer on a case by case basis upon receipt of a written request from the Contractor.

- i. **Warranty Requirements.** Warranty work will be required when the following two criteria are met as a result of a defect in the pavement.

Criterion 1 - The threshold limit for a condition parameter is exceeded, and

Criterion 2 - The maximum allowable number of defective segments is exceeded for one or more condition parameters for a driving lane.

Specific threshold limits and segment limits are covered in the Agency's Special Provision for Warranty Work Requirements.

Joint field investigation(s) by the Agency and the Contractor will be conducted to reach an agreement to determine the cause(s) of the pavement defects, whether the cause(s) are a result of defects in materials and/or workmanship, and assignment of responsibility. All costs related to the joint field investigation will be shared proportionately between the Contractor and the Agency based on the determined cause of the condition.

If an agreement cannot be reached, a Conflict Resolution Team (CRT) shall be convened in accordance with Section j. Conflict Resolution Team of this special provision.

- j. **Conflict Resolution Team (CRT).** If a dispute arises on the application or fulfillment of the terms of this warranty, either party may serve written notice that appointment of a CRT is required. The sole responsibility of the CRT is to provide a decision on disputes between the Agency and the Contractor regarding application or fulfillment of the warranty requirements. The CRT will consist of three voting members:

- One (1) member selected and compensated by the Agency.
- One (1) member selected and compensated by the Contractor.
- One (1) member mutually selected by the Agency and the Contractor. Compensation for the third party member will be equally shared by the Agency and the Contractor.

At least two members of the CRT must vote in favor of a motion to make a decision.

The CRT decides the need for a forensic investigation, its scope and the party to conduct the investigation. The forensic investigation, if any, will be conducted following the NCHRP Report 747 "Guide for Conducting Forensic Investigations of Highway Pavement". All costs related to the forensic investigation will be shared proportionately between the Contractor and the Agency based on the determined cause of the condition.

- k. **Emergency Repairs.** When the Agency determines that emergency repairs of the warranted work are necessary for public safety, the Agency or its agent may take immediate and sufficient repair action to safeguard the traveling public prior to notification to the Contractor of the need for emergency repairs. Emergency repairs of warranted work by the Contractor must be authorized by the Agency's Engineer.

Prior to emergency repairs of warranted work, the Agency will document the basis for the emergency action. In addition, the Agency will preserve documentation of the defective condition.

However, should the Contractor be unable to perform emergency repair requirements, to the Agency's satisfaction and within the time frame required by the Agency, the Agency will perform, or have performed any emergency repairs deemed necessary. Any such emergency repairs undertaken will not relieve the Contractor from meeting the warranty requirements of this special provision. Any costs associated with the emergency repairs will be paid by the Contractor if determined to be the fault of the Contractor.

- l. Final Acceptance.** The Agency and Contractor must jointly review all of the warranted work and any warranty work at the end of the warranty term to determine meeting of contract requirements. The Agency's final acceptance date of warranted work and any warranty work will occur as soon as the Agency's confirmation is in writing, on the Agency's final acceptance notice as jointly executed by the Agency and Contractor And that contract requirements have been met for the warranted work and any warranty work. The Agency will authorize the release of the warranty bond, and with a copy of the final acceptance notice sent to the Contractor's warranty bond surety agent.
- m. Non-extension of Contract.** This special provision must not be construed as extending or otherwise affecting the claim process and statute of limitation applicable to this Contract.
- n. Measurement and Payment.** All costs, including engineering and maintaining traffic costs, associated with meeting the requirements of this special provision are considered to be included in the contract unit prices for the warranted work items_regardless of when such costs are incurred throughout the warranty term or after the end of the warranty term as jointly agreed upon between the Agency and the Contractor. These costs include but are not limited to, all materials, labor and equipment necessary to complete the required warranty work.

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
**WARRANTY WORK REQUIREMENTS FOR JOINTED
PLAIN CONCRETE PAVEMENT**

1 of 3

2019

a. Description. This special provision is for use with MICHIGAN LOCAL ROAD AGENCY SPECIAL PROVISION FOR HOT MIX ASPHALT and CONCRETE PAVEMENT WARRANTY for construction/reconstruction projects using jointed concrete pavement on an unbound or stabilized aggregate base that will be warranted against defects in workmanship and materials.

When a local agency concrete project is to be warranted, its Initial Acceptance shall follow Section.602 of the current MDOT Standard Specifications for Construction.

b. Terms of the Warranty

Limits of the Warranted Work - Warranted work includes all jointed plain concrete pavement placed in driving lanes within the project limits, unless described otherwise on the plans.

Warranty Term - A timeframe which begins at the Acceptance Date of Warranted Work of a completed Concrete Pavement project. Multi-phased projects may have multiple "Acceptance Dates of Warranted Work." The Warranty Term will last five (5) years, unless otherwise specified in the contract.

Warranty Bond - The Contractor shall furnish a single term bond worth 5% of the total contract or \$1,000,000 whichever is less, secured in the name of the road owner and/or the agency in charge of the project. The effective starting date of the warranty bond will be the Acceptance Date of Warranted Work. The warranty bond will be released at the end of the warranty period or upon satisfactory completion of all warranty work; whichever is later.

Warranty Requirements - Table 1 lists maximum allowable defect thresholds for each condition per 1/10th-mile lane segments and the maximum allowable number of segments for each condition parameter. If the Contractor has not met any warranty requirement, even in non-contiguous segments, the Engineer will request warranty fixes.

Each driving lane will be assessed separately. Any warranty work required of the Contractor to correct deficiencies for any condition, will be full-width across the driving lane.

c. Quality Control / Quality Assurance (QA/QC). The Contractor is responsible for project quality and must provide QC testing procedures and results.

The Engineer will perform Quality Assurance (QA) testing as a spot-check to determine Initial Acceptance or assess penalties if specifications are not met. QA testing does not relieve the Contractor of QC responsibilities. A Contractor may not use QA tests as evidence in a warranty dispute.

d. Initial Ride Quality Acceptance. Initial Ride Quality requirements are outlined in the bid documents.

e. Corrective Action. Table 2 lists the recommended corrective actions/treatments for the various defects. The Contractor may use an alternative action subject to Engineer's approval.

Table 1: Warranty Requirements

Condition Parameter or Defect	Threshold Limits Per Segment (Length = 528 feet)	Max. Defective Segments Per Driving Lane-Mile (b)
Transverse Crack	2 (a)	1
Longitudinal Crack	5% of segment length	1
Map Cracking	10% of segment area	1
Spalling	10% each slab (c) < 2 slabs	1
Surface Scaling	15% of the slab area < 1 slab	1
Corner Cracking	1	1
Joint Sealant Failure	10% joint length (c,d) < 2 slabs	1
Shattered Slab	0	0

a. For segments less than 1/10 mile in length, divide the segment length in feet by 528. Then multiply the threshold limit shown in the table by this fractional number. Round the result to the nearest whole number for the new threshold limit. In no case can the threshold limit be less than 1.

b. The maximum allowable number of defective segments per condition for a specific driving lane is determined by multiplying the length of the specific driving lane in miles by the maximum allowable defective segments per mile as shown in the table for that condition. In no case can the max Defective segments per driving lane limit be less than 1.

c. Can be non-contiguous. 10% value applies to total perimeter (four sides) of the slab.

d. Applies to all transverse and longitudinal joints on the perimeter of the slab. Non-contiguous lengths will be summed on a per-slab basis.

Table 2: Recommended Corrective Action

Condition Parameter or Defect	Recommended Action (a)
Longitudinal Cracking (b)	Retrofit load transfer
Transverse Cracking (b)	Retrofit load transfer
Corner Cracking	Full-depth, tied, concrete patch
Map Cracking	Remove and replace
Spalling	Repair with epoxy or cement mortar (c)
Surface Scaling	Diamond grind surface (d)
Joint Sealant Failure	Remove and replace seal material (e)
Shattered Slab	Full depth slab replacement (f)

a. If multiple defects are present, the Engineer may revise the recommended actions, up to and including removal and replacement.

b. The Engineer's requested corrective treatment will depend on the crack's location and depth. Full-depth T-cracks require retrofit load transfer (> 90% load transfer efficiency) as a minimum. Full depth/full length L-cracks require slab removal and replacement, if outside influence of lane ties.

c. The Engineer's requested repair depends on the area and depth of spall, relying on most current specifications in the MDOT Material's Technology Section, Construction and Technology Division.

d. Diamond grinding applies to entire slab surface area where scaling exists.

e. Replace with existing material type. Neoprene seals are removed and replaced full-width.

f. All shattered slabs must be removed and replaced.

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
**WARRANTY WORK REQUIREMENTS FOR
HOT MIX ASPHALT PAVEMENTS**

1 of 3

2019

a. Description. This special provision is for use with MICHIGAN LOCAL ROAD AGENCY SPECIAL PROVISION FOR HOT MIX ASPHALT and CONCRETE PAVEMENT WARRANTY for Local Agency projects constructing a Hot Mix Asphalt (HMA) pavement that will be warranted against defects in workmanship and materials.

Follow Section 501 of the current MDOT Standard Specifications for Construction to determine initial acceptance of a warranted project.

b. Definitions of the Work Types as defined in this specification

Long Term Warranty - This includes *New Construction / Reconstruction* and HMA placement on an approved aggregate base where the subbase and drainage have been analyzed and determined that the planned improvements meet design life requirements.

Medium Term Warranty— This includes *Rehabilitation* and when HMA is placed on an aggregate base, subbase, and/or drainage situation, which was not analyzed to assure that the existing materials and/or planned improvements meet the pavement's design life requirements and the project did not include or improve the base, sub-base and/or drainage. This includes crush-shape-pave projects and other similar 3R work.

Short Term Warranty— This is for *Overlays* when HMA is placed on existing HMA, concrete or composite pavement.

c. Terms of the Warranty

Limits of Warranted Work - Warranted work includes all HMA placed in driving lanes in the project limits, unless otherwise indicated on project documents.

Warranty Term – A timeframe which begins at the Acceptance Date of Warranted Work of a completed HMA project. Multi-phased projects may have multiple "Acceptance Dates of Warranted Work." Warranty term length is specified in Table 1

Warranty Bond - The Contractor shall furnish a single term bond worth 5% of the total contract or \$1,000,000 whichever is less, secured in the name of the road owner and/or the agency in charge of the project. The effective starting date of the warranty bond will be the Acceptance Date of Warranted Work. The warranty bond will be released at the end of the warranty period or upon satisfactory completion of all warranty work; whichever is later.

Warranty Requirements - Table 1 lists maximum allowable defect thresholds for each condition per 1/10-mile lane segments and the maximum allowable number of defective segments for each condition parameter. If the Contractor has exceeded any warranty requirement, even in non-contiguous segments, the Engineer will request warranty fixes.

Each Driving lane will be assessed separately. Any warranty work required of the Contractor to correct deficiencies for any condition, will be full-width across the entire driving lane.

d. Quality Control/Quality Assurance (QA/QC) - The Contractor is responsible for project quality and must provide QC testing procedures and results to the Engineer.

The Engineer will perform Quality Assurance (QA) testing, as a spot-check to determine Initial Acceptance or assess penalties if specifications are not met. QA testing does not relieve the Contractor of QC responsibilities.

e. Corrective Actions. Table 2 lists recommended corrective actions to outline typical acceptable treatments for the various condition parameters. The Agency will accept the listed corrective action if the action addresses the cause of the condition parameter. The Contractor may use an alternative action subject to Engineer's approval.

Table 1: Warranty Requirements

Condition Parameter	LONG TERM WARRANTY (INCLUDES NEW CONSTRUCTION / RECONSTRUCTION)		MEDIUM TERM WARRANTY (INCLUDES REHABILITATION CRUSH & SHAPE & PAVE)		SHORT TERM WARRANTY (INCLUDES SINGLE COURSE & MULTIPLE COURSE OVERLAY)	
	Threshold Limits Per Segment (Segment Length = 528 feet = 1/10 mile)	Max. Defective Segments Per Driving Lane-Mile	Threshold Limits Per Segment (Segment Length = 528 feet = 1/10 mile)	Max. Defective Segments Per Driving Lane-Mile	Threshold Limits Per Segment (Segment Length = 528 feet = 1/10 mile)	Max. Defective Segments Per Driving Lane-Mile (c)
Warranty period	5 years		3 years		1 year	
Transverse Cracking	3(b)	1	3(b)	2 (d)	3(a,b,d)	3 (a,d)
Open Joints & Long. cracking	10% of Segment length	1	25% of Segment length	2 (d)	25% of Segment length(a,d)	3 (a,d)
De-bonding	5% of Segment length	1	5% of Segment length	1	5% of Segment length	1
Raveling	8% of Segment length	1	8% of Segment length	1	8% of Segment length	1
Flushing	5% of Segment length	1	5% of Segment length	1	5% of Segment length	1
Rutting (d, e, f)	Ave. rut depth = 3/8 inch	1 (e)	Ave. rut depth = 3/8 inch	1 (e)	Ave. rut depth = 3/8 inch	1 (e)
Alligator or block cracking (g)	Any amount	0 (none allowed)	Any amount	0 (none allowed)	Any amount	0 (none allowed)

- a. For a single course overlay, or multiple course overlays less than 2" thick, transverse and longitudinal cracking will not be warranty conditions.
- b. For segments less than 1/10 mile in length, divide the segment length in feet by 528. Then multiply the threshold limit shown in the table by this fractional number. Round the result to the nearest whole number for the new threshold limit. In no case can the threshold limit be less than 1.

The maximum allowable number of defective segments per condition for a specific driving lane is determined by multiplying the length of the specific driving lane in miles by the maximum allowable defective segments per mile as shown in the table for that condition. Round all fractional values n to the nearest whole number. In no case can the max. segments per driving lane limit be less than 1.

- c. The Engineer shall waive this requirement if it is determined the cracks are reflective cracks from the surface being overlaid.
- d. Rut-depth threshold applies to each wheel path individually.
- e. For single course overlays constructed on existing rutted pavement without first milling, wedging or otherwise fixing the existing ruts > 1/2 inch, the Engineer shall waive this requirement.
- f. The Engineer will evaluate for rutting throughout the warranty period. If rutting is found in a 1/10-mile segment, the rutting will be measured in that segment at the POB and every 132 feet thereafter.

The Engineer will take rut measurements with a straight, rigid device at least 7 feet long that does not deflect from its own weight, or a wire that remains taut when extended 7 feet. The Engineer will place across the pavement, perpendicular to travel with at least one bearing point on either side of a rut. The straightedge is properly located when sliding it along its axis does not change these contact points. The Engineer will measure rut depth at the greatest distance from the bottom of the straightedge to the bottom of the paved rut.

- g. Any amount of alligator and/or block cracking is unacceptable, and must be removed and replaced as directed by the Engineer.

Table 2: Suggested Corrective Actions

Condition Parameter	Recommended Action
Transverse cracking	Seal, or cut/seal (per Engineer direction)
Longitudinal cracking	Seal, or cut/seal (per Engineer direction)
De-bonding	Mill, resurface affected courses
Raveling	Mill, resurface affected courses
Flushing	Mill, resurface affected courses
Rutting	Microsurface or mill/resurface (a)
Alligator or block cracking	Remove and replace (b)
Note: The actual fix approved by the Engineer may differ from these suggestions.	
a.	The Engineer's recommended action depends on rut depth.
b.	Removal and replacement will be required for any areas exhibiting alligator or block cracking to the extent and depth of the cracking.

Designers should add the project specific type of warranty and additional information shown in the example for the project following the format in the example below. Ensure the font and color is correct for the special provision, then delete this note and submit with the project at turn in to LAP (MDOT oversight) or Local Agency (local oversight) without further review.

**MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
PAVEMENT WARRANTY INFORMATION**

1 of 1

2019

a. Description. This work consists of the determined low Bidder, or the subcontractor(s) indicated in writing from the contractor, providing a warranty bond for the warranty(ies) listed herein. Below are the warranty(ies) required in this contract along with the locations where the warranty applies and a listing of the pay items and estimated quantities associated with that warranty type.

Example of warranty information to be added.

**WARRANTY WORK REQUIREMENTS FOR HMA PLACED OVER AGGREGATE BASE WITH
OUT BASE OR DRAINAGE IMPROVEMENTS - applies for job number 123456A from:**

Sta. 10+00 (POB) to 20+50 for southbound
Sta. 10+00 (POB) to 20+50 for northbound

Pay Item Description	Quantity and Pay Units
HMA, 4E1	500 Ton
HMA, 5E1	500 Ton

**WARRANTY WORK REQUIREMENTS FOR HMA RECONSTRUCTION - applies for job
number 123456A from:**

Sta. 20+50 to Sta. 35+00 (POE) for southbound
Sta. 20+50 to Sta. 35+50 (POE) for northbound

Pay Item Description	Quantity and Pay Units
HMA, 4E1	500 Ton
HMA, 5E1	500 Ton

b. Bonds. Ensure the bonds are on approved forms. Ensure the bonds meet the requirements of Michigan law and of the local agency, and include other items such as the powers of Attorney and Endorsement as specified by the Local Agency.

c. Construction. None specified.

d. Measurement and Payment. The bonds will not be paid for separately but are considered to be included in the cost of the related items of work.

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
PASS-THROUGH WARRANTY BONDS

1 of 1

2019

a. Description. This special provision establishes the conditions under which and method for a contractor to assign responsibility for the warranty obligations and the providing of a warranty bond to a warranty contractor(s). Second tier subcontractor assignments are prohibited.

b. Requirements. Ensure the Warranty Contract(s) and warranty bond(s) are on forms provided by the Local Agency. Ensure the bonds meet the requirements of Michigan law and of the Local Agency and include other items such as the powers of Attorney and Endorsement as specified by the Local Agency.

c. Method. The assignment must be made to the warranty contractor(s) that will perform the work covered by the warranty. If for any reason after signing the Warranty Contract and providing the Warranty Bond, the warranty contractor does not perform the work, the warranty contractor will remain obligated for the warranty obligations and the warranty bond obligations will remain in effect unless the Local Agency consents in writing to substituting a different contractor to assume those warranty obligations and accepts a substitute warranty bond.

The assignment of warranty work must be designated with and at the time of electronic bid submittal. To become a warranty contractor responsible for the warranty obligations of the contract, and providing a warranty bond, the warranty contractor must complete and submit to the Local Agency a Warranty Contract and a Warranty Bond for each warranty it will be responsible for. Ensure the Warranty Contract is signed by an authorized signer of the warranty contractor, as identified in its prequalification application.

Submit the Warranty Contract and Warranty Bond to the Local Agency prior to award of the construction contract to the prime contractor for the work to which the warranty applies. Ensure the warranty contractor is prequalified in the work classification for the type of work to be warranted. The Warranty Bond must guarantee performance of all warranty obligations for the covered work, in accordance with the Warranty Contract. All provisions of the prime contract will be applicable to the warranty contractor in regard to the warranty work, except as otherwise expressly provided in the Warranty Contract.

Under no circumstances does the assignment of the warranty work and the execution of a Warranty Contract create any obligations to the Local Agency beyond the obligations undertaken in the prime contract. The purpose of the Local Agency accepting the assignment of warranty obligations is to allow a warranty contractor to stand in place of the prime contractor for purposes of the warranty work without increasing any obligation or liability that the Local Agency would have had if the prime contractor had not assigned the warranty work.

d. Measurement and Payment. This work will not be paid for separately, but will be included in costs for other pay items.

CITY OF WYANDOTTE
PASS THROUGH WARRANTY CONTRACT

This contract entitled _____ (Project Name), File No. _____ is executed on the date signed below by the Mayor and City Clerk of the City of Wyandotte between the Warranty Contractor, Prime Contractor and the Department in conjunction with the execution of this contract, between the City of Wyandotte and the Prime Contractor.

(Warranty Contractor)

(Prime Contractor)

The work included within this Warranty Contract is, (Warranted Work), described here:

The Warranty Contractor represents that it has entered into a subcontract with the Prime Contractor to perform Warranted Work for the project, but that any failure to have properly done so, or any breach or failure in the performance of that subcontract, shall not diminish or otherwise affect the obligations of the Warranty Contractor to the Department under this warranty contract. Nor shall the obligations of the Warranty Contractor to the Department under this warranty contract be diminished or affected if the Prime Contractor or some other person performs some or all of the Warranted Work or warranty obligations for the project, unless the Department consents to, and executes, a written amendment to this warranty contract.

Insofar as they pertain to the warranty rights and obligations, the terms of the contract are hereby incorporated by reference into this warranty contract and, for purposes of this warranty contract, references in the contract to the contractor shall be deemed to refer to the Warranty Contractor.

The Warranty Contractor hereby agrees to fulfill and perform, without qualification or exception, all of the warranty obligations under the terms of the contract, as if they were the Prime Contractor. Until acceptance of the Warranted Work, the Prime Contractor will be responsible to the Department for ensuring completion of the Warranted Work and for fulfilling the terms of the warranty for that work. Upon acceptance of the Warranted Work, the Warranty Contractor shall have full responsibility for the warranty obligations and the Prime Contractor will be relieved of further obligation for performing those warranty obligations.

The Warranty Contractor agrees that its obligations to the Department under this warranty contract are the same as if the Warranty Contractor was the Prime Contractor; the Warranty Contractor can assert no rights, defenses or qualifications to the warranty obligations under the contract that would have been unavailable to the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty. The Warranty Contractor may assert the same rights under the terms of the warranty as could have been asserted by the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty.

This warranty contract may be executed prior to execution of the contract with the Prime Contractor, provided that if the Department fails to execute the contract with the Prime Contractor this warranty contract shall be null and void.

By: _____

By: _____

Title: _____

Title: _____

By: _____

Wyandotte Mayor, Joseph Peterson

By: _____

Wyandotte City Clerk, Lawrence Stec

Date: _____

CITY OF WYANDOTTE

PASS THROUGH WARRANTY BOND

Bond Number: _____

KNOWN ALL MEN BY THESE PRESENTS:

That we, _____ (hereinafter called the "Principal" and _____ (hereinafter called "Surety") a corporation duly organized under the laws of the State of _____ and duly licensed to transact business in the State of Michigan, are held and firmly bound unto the City of Wyandotte (hereinafter called the "Obligee"), in the sum of \$ _____ dollars for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee, under Contract File No. _____ and;

WHEREAS, the said Principal is required to guarantee the:

installed under said contract, against defects in materials or workmanship which may develop during the period of _____ years beginning the date of the Acceptance Date of Warranted Work by the Obligee.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED HOWEVER, that in the event of any default on the part of said Principal, a written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, promptly in any event within ten (10) days after the Obligee or his representative shall learn of such default and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the warranty period as herein set forth.

Signed this _____ day of _____ 20____.

Contractor _____

By _____

Surety _____

By _____

GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM

By
CRA Engineering Committee
Local Agency Pavement Warranty Task Force

Revised 8-13-2018

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PREFACE- Intent of the Local Agency Warranty Program

The Legislature (P.A. 175 of 2015) requires each local road agency to adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation. Warranties have the potential to improve the quality of road projects, benefitting the drivers, taxpayers and road agencies of Michigan

The intent of the Local Agency Pavement Warranty Program is to provide a warranty program that all local agencies can use for all hot mix asphalt and plain jointed concrete paving projects on public roads and streets. This pavement warranty program was created by the Local Agency Pavement Warranty Task Force, to establish a common pavement warranty program for all local agencies in Michigan. The goals of this Local Agency Pavement Warranty program is to standardize the review, to provide oversight of pavement warranty projects, and to make this program more transparent and uniform for private sector contractors.

This Local Agency Pavement Warranty Program is available for all local road agencies if they choose to use it. Local road agencies vary dramatically in size and sophistication; therefore the Local Road Warranty Task Force developed a warranty program to address the capabilities of the rural, the mid-sized urban and the large urban agencies. This approach provides a warranty program that meets the intent of Public Act 175 of 2015 (MCL 247.662 and 247.663), and provides all local road agencies with a pavement warranty program that provides value to the public.

The Local Road Warranty Task Force recognizes there may be substantial benefits and public confidence resulting from a comprehensive pavement warranty program. However, the existing pavement structure, drainage and planned improvements for each project will need to be evaluated on an individual basis to critically assess a justification or basis for a pavement warranty. Road agencies should anticipate increased project costs related to higher bid prices and costs for the warranty administration such as: pavement monitoring, defect documentation, official notifications, joint field inspections; defect remediation and dispute resolution.

The intent of this GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM, is to provide an overview and guidance on implementing a pavement warranty project. This guideline is intended for local agency use and it not intended to be a contract document.

GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM

Pavement Warranty Reporting and General Warranty Project Selection

According to PA 175 of 2015, all local road agencies must submit an annual report to the state for all projects where the pavement-related bid items exceeded \$ 2 million, regardless of whether or not the agency included a pavement warranty on the project. Each local road agency must submit and maintain its records to comply with the reporting requirements included in Appendix E.

The Task Force determined that the Legislature's intent for local pavement warranties is to provide assurances to elected officials and taxpayers in the use of the new funds arriving for road and bridge infrastructure. Assurances which include that local road projects would be held to a higher standard in the future.

At the same time, there are logical explanations why a local road agency may choose to not require a warranty such as unjustifiably higher costs for a warranted project that may or may not be affordable to the community and may or may not be justified by the scope of the project; recognition of a limit to the contractor's ability to bond for every project; some projects are simple preservation or resurfacing over an existing imperfect road base wherein the contractor cannot control such pre-existing conditions; and many other engineering factors that indicate a pavement warranty would not serve the taxpayer's best interests. Whether or not a warranty is selected on a project with \$2 million in pavement related items, this must be reported to the Legislature on an annual, state fiscal year basis.

The Legislature had the wisdom to specify that warranties would be left to the discretion and justification of the local road agency and its road engineering expertise. Agencies can waive a pavement warranty with a written justification. The agency's written justification identifies reasons such as project appropriateness, scope and type of project improvements, why this is in the best interest of the local agency, project cost justification, and effectiveness of the warranty provisions. It is highly recommended for all local road agencies with paving projects where the engineer's opinion of cost exceeds \$ 1.8 million in pavement related items that serious consideration should be given to include the pavement warranty special provisions in the project proposal prior to advertisement.

The Task Force does not believe the Legislature intended every local new construction, reconstruction, rehabilitation, and overlay road project to be warranted, and thus included the \$2 million threshold. Because pavement is the road component most likely to fail – and the area most aggravating to the motoring public – the Task Force believed the Local Pavement Warranty Program was intended to focus on pavement-related items. The Task Force has relied on customary and basic engineering principles in defining pavement-related items that are recommended for consideration of a warranty. As a result of the Local Agency Warranty Task Force believes the Michigan Legislature intended a local road agency to use its best judgment in requiring a warranty, consistent with the scope of the intended project and the ability to enforce it.

This Local Agency Pavement Warranty Program considers the vast array of project types and sizes. Local road agency projects often involve short stretches of pavement resurfacing to address a surface condition or safety concern. These types of projects are accomplished with very limited budgets, often with funding from non-MTF sources. In addition, often these types of projects do not address the subgrade, existing aggregate base or drainage systems; which all are major factors in determining the longevity of a pavement surface. If the road segment may

be subjected to a significant amount of overloads (higher than average daily truck counts and/or heavier than normal axle loading) during the anticipated warranty term, the road may not be a good candidate for pavement warranties. Therefore, the Local Agency Pavement Warranty Program is recommended for road segments designated as "all-season road" which are designed for year-round normal loading.

While the law indicates where possible a pavement warranty shall be secure when the paving project exceeds \$2 million, the Task Force recognizes project bids are often 10 percent over the engineer's opinion of cost, and that a warranty requirement cannot be retroactively applied to a road project after the bids are opened. Thus, the Task Force has recommended the more conservative \$1.8 million engineer's opinion of cost for pavement related items, as the point when the local agency decides if the warranty special provisions are included in the bid documents, rather than the \$2 million stated in the law.

The Task Force believes the Michigan Legislature was speaking in the context of new Michigan Transportation Funds for roads, which are exclusively state revenue sources, when it included the Local Agency Pavement Warranty Program alongside the new funding legislation in the 2015 Transportation Package. It also seems clear the Legislature was speaking not just to the new transportation funds, but also to the other road funds under its control, which includes the federal funds flowing through MDOT to the local road agencies.

The Local Agency Pavement Warranty Program also recognizes that if the only source of revenue for a local road agency paving or reconstruction projects is entirely locally derived revenue (non- Act 51 or Federal Funds) such as local general fund, millage revenue, special assessment districts or other locally raised revenue; then these projects will not be subject to the Local Agency Pavement Warranty Program reporting requirements.

It's important to note that this Local Agency Pavement Warranty Program may also be used by that local road agency on any paving project regardless if the \$2 million dollar threshold for pavement related items has been reached or not. This approach ensures that Local Pavement Warranties can be used on any project with any funding source, including Michigan Transportation Funds, and can utilize the same requirements to provide greater understanding and transparency to contractors, stakeholders and the public.

Warranty Contract Process

For those construction projects advertised and let through the MDOT Local Agency Programs, the construction contract is between the prime contractor and MDOT. The prime contractors' surety company names MDOT as the obligee in the performance bond in the original contract. For Local Agency Pavement Warranty projects, an additional warranty contract and pavement warranty bond will be required prior to award, see Appendix D. The bid proposal shall include a contract consistent with the model contract and bond form shown in Appendix D. These documents will serve as the contract and warranty bond between the local road agency and the paving contractor for the warranty work. The warranty bond will be provided by the paving contractor in the name of the local road agency.

The MDOT Local Agency Agreement will reference the local road agency's responsibility to administer the warranty portion of the contract. Upon the acceptance of the construction work, the prime contractor's contract and performance bond with MDOT will be released and no longer in effect. At this point the warranty contract and warranty bond are triggered to begin the new contract for the warranted work during the warranty term.

The local road agency will be solely responsible for administering the warranty contract, inspection of warranted work during the warranty period, approving remediation work and seeking resolution through the warranty bond if the contractor is unresponsive in performing corrective work and declaring acceptance of all warranted / corrective work at the end of the warranty period.

General Guidelines of Local Road Agency Warranties

These General Guidelines are recommended for all local road agencies administering pavement warranties for public road and street construction contracts. The responsibility and authority for administering pavement warranties rest with the road owner and/or the local road agency that conducted the construction administration phase of the project.

To determine the pavement-related cost for a hot mixed asphalt pavement warranty project, the Local Agency is required to prepare an opinion of cost for all of the pavement-related items which include: the pavement, curb, shoulders, aggregate base, subbase and underdrain pay items. To determine the pavement-related cost for concrete pavements, the local road agency engineer is required to prepare an opinion of cost for all of the pavement-related items which include: pavement, curb, shoulders, joint sealing, dowel bars, load transfer devices, aggregate base, subbase and underdrain. If the total estimated cost of these pavement-related items exceeds \$1.8 million in the opinion of the Engineer, the local road agency should review the existing pavement variables, stated in the "Pavement Warranty Reporting and General Warranty Project Selection" section of this document, to determine if the pavement warranty special provisions should be included in the bid documents.

The contractor is responsible for correcting defects attributable to elements within the contractor's control. Each warranty specification includes condition parameters and distress thresholds to provide a basis for evaluating the warranted work. Each distress parameter includes threshold limits that, if exceeded during the warranty period, would trigger notifying the contractor to participate in a joint field investigation. Depending on the outcome of the investigation the contractor may be required to prepare a remediation plan to correct distresses that are attributable to its materials and/or workmanship or there may be a call for further investigation. If the agency and the contractor cannot agree, either side can call for a Conflict Resolution Team to resolve the dispute as described in the Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

Once a remediation plan is agreed-to by the local road agency and the contractor, the corrective action shall be performed. The corrective actions and/or repairs shall be performed to correct deficiencies in the warranted work in order to achieve acceptance at the end of the warranty period. If the contractor fails to perform the remediation work within specified timeframes, the local road agency shall notify the surety company to perform the work. Further, if a defect is declared as an imminent safety problem by the agency, the local agency may complete the work and seek reimbursement from the contractor or submit a claim against the warranty bond.

All required corrective action must be performed by the contractor at no cost to the owner. The condition parameter thresholds and warranty requirements may vary depending on the date the specification was developed; type of warranty; and the application to the construction work. It is important, therefore, to refer to the specific warranty special provision in the contract when administering warranties.

The warranty administration phase should follow the documentation procedures outlined in Appendix A, B, C, D and E of these guidelines. The warranty administration can be performed by qualified local agency staff members or under a consultant service contract.

Warranty Documents

The Local Agency Pavement Warranty consists of the warranty contract and warranty bond as well as the appropriate special provisions:

- Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty
- Local Road Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavement
- Local Road Agency Special Provision for Warranty Work Requirements for Jointed Plain Concrete Pavement
- Local Road Agency Special Provision for Pavement Warranty Information

The Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty establishes the common terms and definitions applied to pavement projects requiring a warranty. The Local Road Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavements warrants the Local Road Agency against specific defects in HMA pavements. The Local Road Agency Special Provision for Warranty Work Requirements for Jointed Plain Concrete Pavement warrants the Local Road Agency against specific defects in concrete pavements. Local Road Agency Special Provision for Pavement Warranty Information provides the beginning and ending locations for warranted work and the applicable warranty work requirements special provision.

Under the Local Agency Pavement Warranty special provisions the Prime Contractor is responsible for correcting defects in the pavement caused by elements within the contractor's control (i.e., the materials supplied, the workmanship, etc.), during the warranty period. The Pavement Warranty Contract Provisions and Warranty Bond may pass through to subcontractors, and with this the responsibility to correct warranty defects, at the direction of the Prime Contractor and upon written notice to the agency prior to the start of the work.

The contractor assumes no responsibility for defects that are design related unless the paving contract is design-build. When a defect is attributable to the materials and/or workmanship and/or the design, the responsibility for correcting the defect (or defects) will be shared by the agency and the contractor. The contractor is responsible for the percentage of fault attributable to the workmanship and/or materials, and the agency is responsible for the percentage of fault attributable to the design. Note: The agency may elect to require the contractor to provide the pavement design(s) in the contract documents and specifications. In this case, the Contractor shall also be responsible for the percentage of fault attributable to the pavement design.

Warranty Process

The process flow charts as shown in Appendix A describe the steps involved in the warranty administration process. The warranty term begins with the acceptance of the warranted work during construction of the project. Warranty Administration involves periodic condition inspections of the mainline pavement areas throughout the warranty term; joint field inspections; documentation of findings, official notifications; joint determination of defects; initiation of corrective action, inspection & documentation of the corrective action taken, filing those inspection reports as necessary, and if necessary a conflict resolution process. If at any time, a safety issue or significant defect is observed or reported, prior to a scheduled inspection, an interim inspection will be initiated by the agency. If emergency repairs are determined to be necessary the agency can perform these repairs without altering the contractor's responsibilities under the warranty contract.

A joint field review between the local road agency and the warranty contractor may be held to verify and confirm of findings documented during the various inspections. MDOT should be included in any official communication dealing with the warranty if the construction project had MDOT oversight. The findings of the final inspection at the end of the warranty term are distributed to the owner, (and MDOT if construction had MDOT oversight), the warranty contractor and the Surety Company.

The appeal process, when needed, involves assembling a conflict resolution team (CRT) to conduct investigations as needed to determine distress cause & effect and establish concurrence between the local agency and the warranty contractor regarding warranty compliance issues. More on the CRT can be found in the section j, Correction of Defects of the Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

The final step of the process, after the project or warranty work has been deemed acceptable is closing out the warranty project through notification of the contractor, the bonding company and Local agency's Finance and /or Administration Division.

Rights and Responsibilities of the Local Agency

The agency administering the project should inform the appropriate local road agency maintenance staff about sections of roadway incorporated in a warranty contract. The local road agency has the right to perform, or have performed, routine and emergency reactive maintenance during the warranty period. Major planned maintenance projects conducted during a warranty period need to be evaluated in terms of possible impact to the ongoing warranty coverage.

If corrective work is required to bring the project back into compliance with the requirements found in the warranty special provisions; the local agency in charge of the construction project must approve the schedule, materials and methods of construction repair. If the contractor is unable to comply with this provision, or fails to comply with it to the local agency's satisfaction, the local agency reserves the right to arrange for the work to be completed at the contractor's expense. If this action by the local agency is required, it will in no way relieve the contractor from meeting the warranty requirements stated in the project documents.

The rights and responsibilities are further detailed in Section e, Rights and Responsibilities of the Agency in the Local Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

Rights and Responsibilities of the Contractor

The contractor must provide a written work plan for any necessary corrective warranty work. A request for a work permit must be submitted through the local road agency's permit process and work should be coordinated with the construction inspection agency if different from the local agency issuing the permit. All corrective warranty work should be completed within the warranty term. If scheduling conflicts necessitate corrective work being completed outside of the warranty term, the local road agency shall be notified as soon as the contractor is aware of the conflict.

The rights and responsibilities of the contractor are further detailed in Section f. Rights and Responsibilities of the Contractor in the Local Agency Special Provision for Hot Mix asphalt and Concrete Pavement Warranty.

Supplemental Lien Bonds and Liability Insurance

In addition to the warranty bond that is in place, if corrective work is necessary the contractor must furnish supplemental lien bond to the local agency covering the corrective work. The Engineer is responsible for estimating the amount of the supplemental lien bond required. The amount should be approximately equal to the dollar amount of the corrective work. The contractor must also have liability insurance in place prior to performing corrective work during the warranty period. The contractor should not be allowed on-site to perform corrective work during the warranty period until the supplemental lien bond is in place and the proper insurances verified. Depending on the nature and scope of the corrective work, the local agency may waive this supplemental lien bond, but not the liability insurance.

Warranty Inspections

Warranty inspections are limited to only mainline pavement areas. There are two types of inspections conducted during the warranty period. The cursory inspection is a simplified inspection to quickly identify segments in the project that may have distresses that exceed threshold values. This cursory inspection normally does not require a lane closure and is conducted from the roadway shoulder estimating distress lengths and widths. The detailed inspection requires direct measuring and reporting of all observed distress in each segment. Traffic control may be required to complete the detailed inspection.

The minimum inspection frequency for the various warranty provisions are specified in the applicable warranty inspection guidelines, see Appendix B. The minimum number of inspections is dependent upon the warranty duration. The local road agency may elect to perform additional inspections over & above the recommended minimum interim inspections. The suggested time frames in the inspection guidelines allow local road agencies to notify the contractor regarding warranty compliance. Interim inspections may be delayed if weather makes it difficult to inspect the road or creates an unsafe condition. Final inspections shall be completed in a timely manner to ensure that there is enough time to document any thresholds that exceed the condition thresholds and notify the contractor prior to the expiration of the warranty.

The designation of lanes during the warranty inspection shall be detailed adequately so that it is clear to all involved in the warranty process which lane is being referenced. If necessary, a sketch should be included. It is important to use the same lane numbering designation for all inspections conducted throughout the warranty period.

If defects are found in any inspection, they should be carefully and accurately documented, even if the severity or number does not meet the threshold to require corrective work. These notes shall be kept in the inspection files and reviewed prior to all future inspections of the work. The inspectors of the work should pay specific attention to areas previously noted, record those defects, and list any changes in those defects differing from the last inspection.

Correction of Defects

If inspections during the warranty term show a defect has exceeded the allowable threshold as defined in either the Hot Mixed Asphalt or Concrete Warranty specification, the contractor shall be notified of the finding. The agency should call for a joint field investigation to determine the cause of the defect, and to discuss the best possible remediation of the problem. If additional forensic investigation is desired, the scope of the investigation, party or consultant to conduct

the investigation, and the cost split shall be agreed to by the engineer and contractor prior to scheduling the investigation.

If the contractor and engineer are in agreement, the Engineer shall send notice to contractor in writing the defect(s), location(s), recommended remediation and a request for a schedule to complete the work. The contractor will reply back to the Engineer, copying the local agency (and MDOT if MDOT had original construction oversight) with a schedule to complete the work. The local agency will issue a permit to the contractor to complete the warranty work according to the Local Agency's Right-of-way permit policy. The contractor will complete the work under the inspection of the Engineer.

If the contractor and engineer disagree, then a Conflict Resolution Team (CRT) may be convened. The CRT will be made of:

- One (1) member selected, and compensated by the agency.
- One (1) member selected and compensated by the contractor.
- One (1) member mutually selected by the Agency and the contractor.
Compensation for the third party member will be equally shared by the agency and the contractor.

At least two members of the CRT must vote in favor of a motion to make a decision. If the CRT decides to conduct a forensic investigation, the CRT will determine the scope of work and select the party to conduct the investigation. All costs related to the forensic investigation will be shared proportionately between the contractor and the agency based on the determined cause of the warranty defect condition.

Emergency Repairs

When the agency determines that emergency repairs of the warranted work are necessary for public safety, the agency or its agent may take immediate and sufficient repair action to address the imminent danger and to safeguard the traveling public. Prior to emergency repairs of warranted work, the agency will document the basis for the emergency action. In addition, the agency will preserve all documentation of the defective condition, including failed materials samples if applicable.

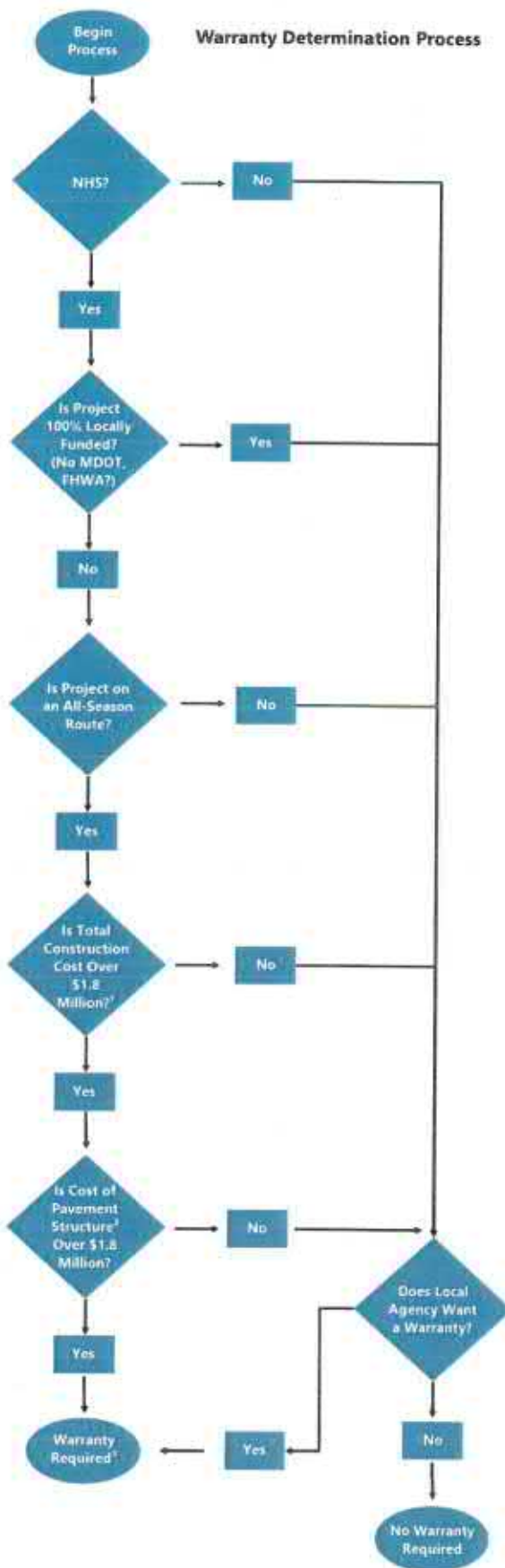
Once the imminent danger to the public has been addressed, the local road agency shall notify the contractor to explain the situation, identify the work temporarily done by the agency, and to what further actions need to happen to return the warranted work and pavement to threshold compliance. A joint inspection may be called to investigate the situation.

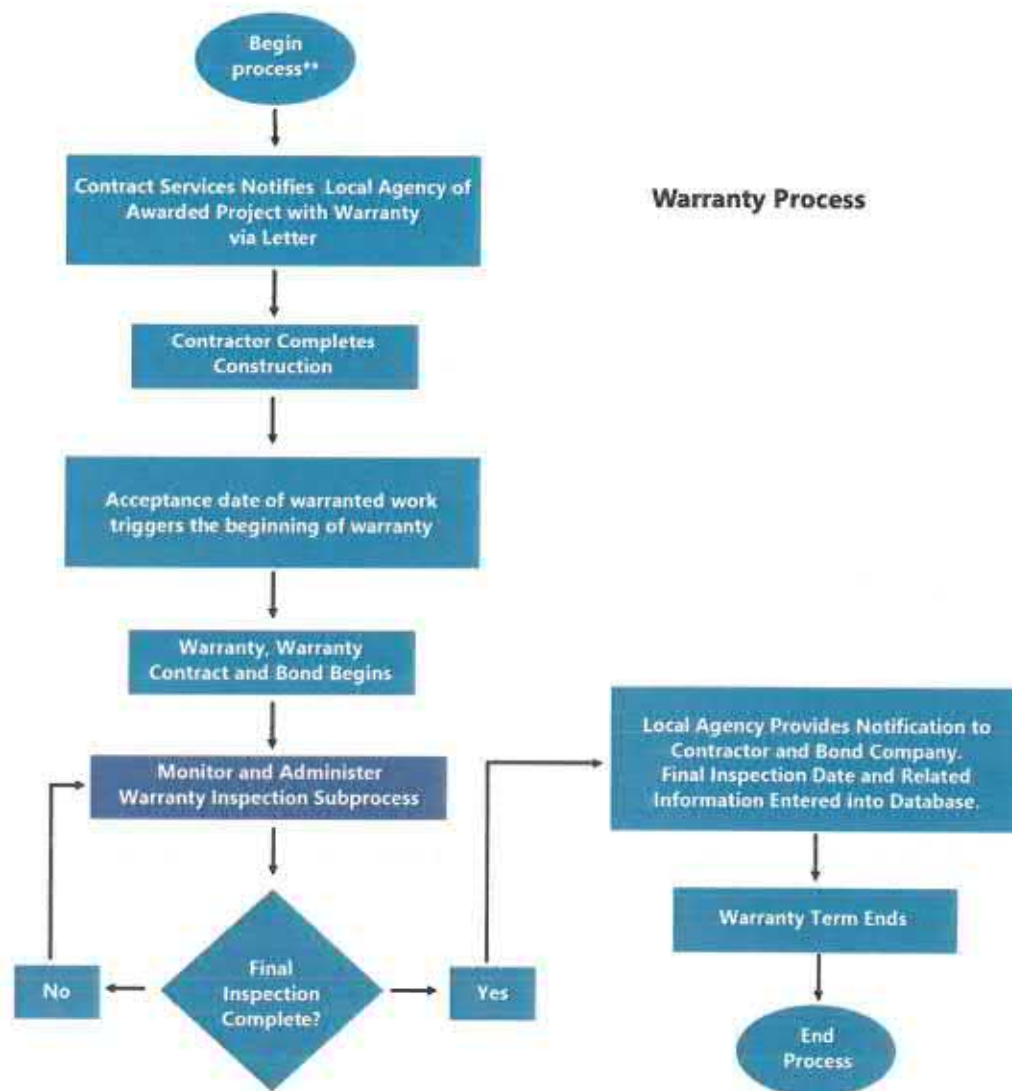
The emergency repairs of warranted work by the contractor must be authorized by the agency's engineer.

Should the contractor be unable to perform the emergency repair to the agency's satisfaction and/or within the time frame required by the agency, the agency will perform, or have performed any emergency repairs deemed necessary. Any such emergency repairs undertaken will not relieve the contractor from meeting the warranty requirements. Any costs associated with the emergency repairs will be paid by the contractor when due to a cause from defective materials and/or workmanship.

APPENDIX A

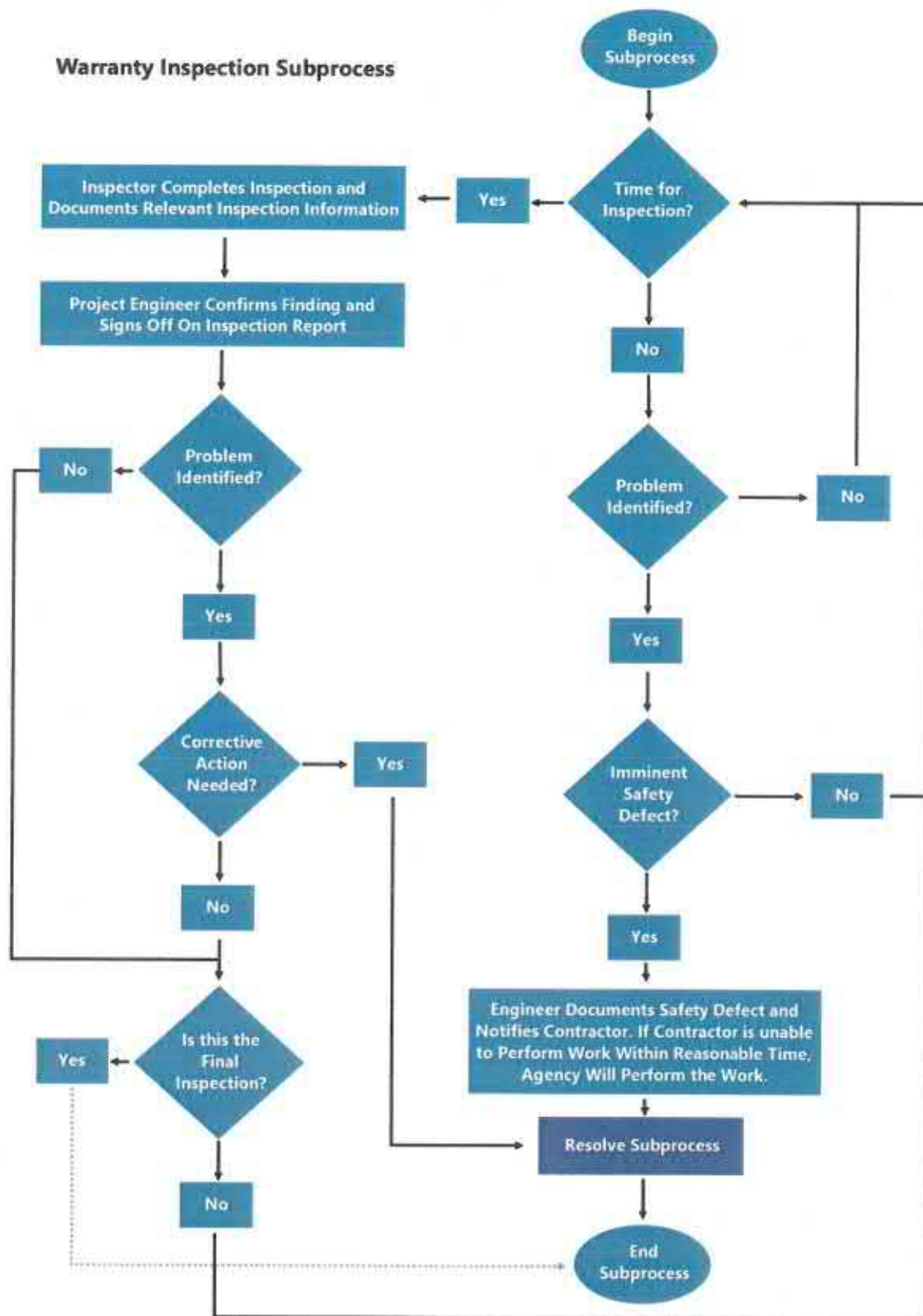
Flow Charts



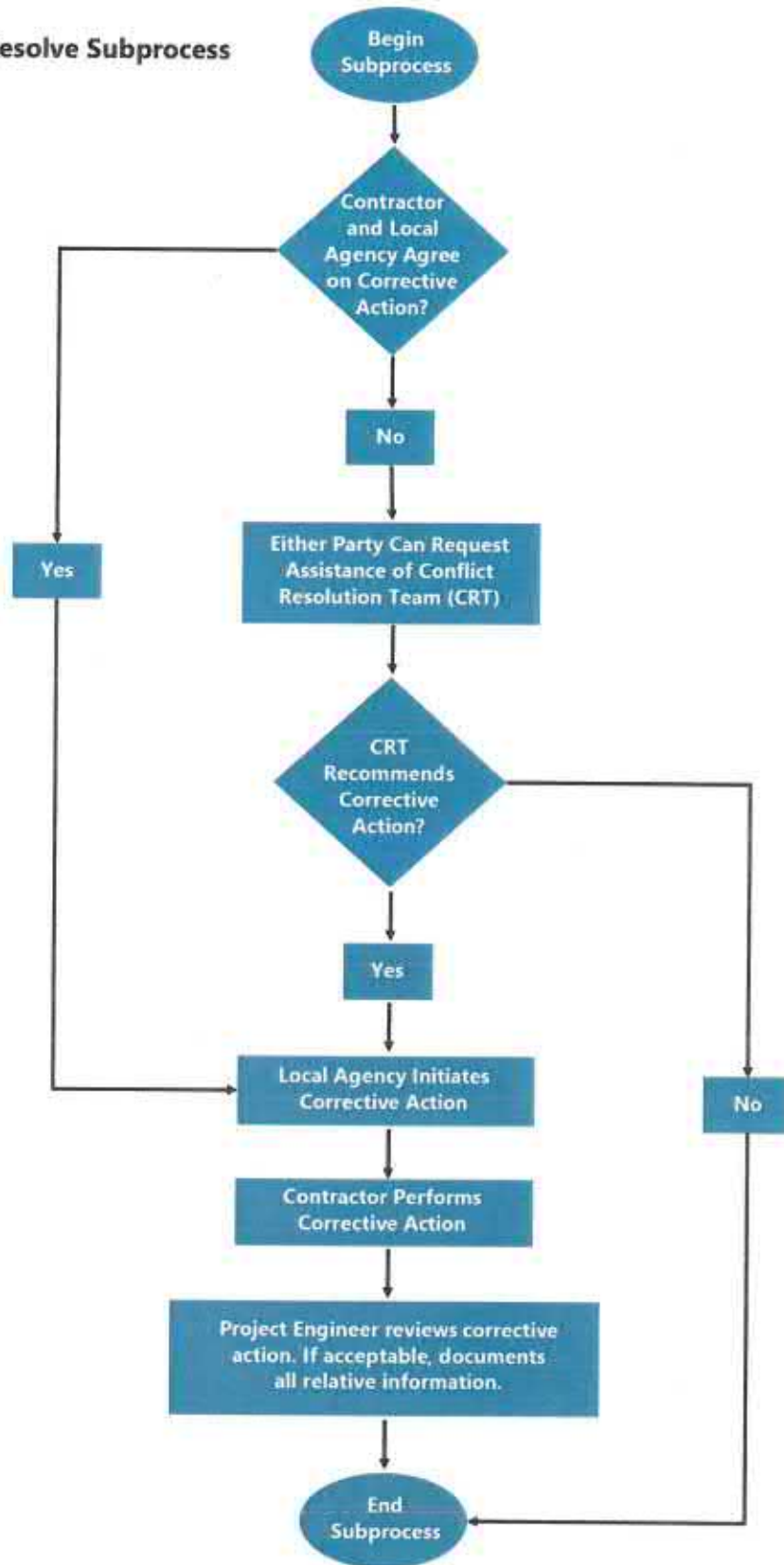


**This is the process if MDOT has oversight and/or MDOT let bid.
If project is locally let, with no MDOT oversight, the local agency shall determine the process.

Warranty Inspection Subprocess



Resolve Subprocess



APPENDIX B

Inspection Guidelines

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
HMA NEW CONSTRUCTION / RECONSTRUCTION

Warranty period: 5 Year

Inspection Period Begins: Interim - 6 months after Initial Acceptance
Final - 56 months after initial Acceptance
(Local Agency may do additional inspections)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately.
3. The threshold level for each distress type is determined separately.

Procedure: For both **INTERIM & FINAL** inspections

1. **Perform overview inspection.** Based on results of overview inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
3. **De-bonding** - Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet thereafter to determine average rut depth to quantify rutting for a

particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this "straightedge" across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.

7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a "windshield" survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any single segments.
 - b. Longitudinal Cracking exceeds 10 percent of the segment length (53 feet within 528 feet) for any single segments.
 - c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.
 - g. Any amount of alligator cracking.
4. If **any** condition above is estimated to be true:
 - a. Perform Detailed Inspection; and

- b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
- 5. If **all** conditions above are false:
 - a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file.
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

- 1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
- 2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
- 3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
- 4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
- 5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
- 6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
**HMA CONSTRUCTION OVER AGGREGATE BASE
WITHOUT BASE OR DRAINAGE IMPROVEMENT**

Warranty period: 3 Year

Inspection Period Begins: Interim - 6 months after Initial Acceptance
Final - 32 months after initial Acceptance
(Local Agency may do additional inspections)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately
3. The threshold level for each distress type is determined separately.

Procedure: For both **INTERIM & FINAL** inspections

1. **Perform overview inspection.** Based on results of cursory inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet

thereafter to determine average rut depth to quantify rutting for a particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this "straightedge" across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.

7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a "windshield" survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited to the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any 2 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - b. Longitudinal Cracking exceeds 25 percent of the segment length (132 feet within 528 feet) for any 2 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.

- g. Any amount of alligator cracking.
- 4. If **any** condition above is estimated to be true:
 - a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
- 5. If **all** conditions above are false,
 - a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file.
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

- 1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
- 2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
- 3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
- 4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
- 5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
- 6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
HMA OVERLAY

Warranty period: 1 Year

Inspection Period Begins: Final - 10 months after Initial Acceptance
(Local Agency may do additional inspections such as at 6 months after initial acceptance, after spring break up, etc.)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately.
3. The threshold level for each distress type is determined separately.

Procedure:

1. Perform **overview inspection**. Based on results of cursory inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. Perform **detailed inspection if required**. Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Only count cracks that are not "reflective" from a prior crack or joint. Count all transverse cracks that cannot be positively identified as "reflective" or are questionable. Each individual crack must exceed 5 feet in length to be included in the total. Ignore transverse cracking for all single course overlays, or if the total thickness of multiple course overlays is 2" or less.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Only count cracks that are **not** "reflective" from a prior crack or joint. Count all longitudinal cracks that cannot be positively identified as "reflective" or are questionable. Each individual crack must exceed 5 feet in length to be included in the total. Ignore transverse cracking for all single course overlays, or if the total thickness of multiple course overlays is 2" or less.
3. **De-bonding** - Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.

5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet thereafter to determine average rut depth to quantify rutting for a particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this "straightedge" across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.
7. **Alligator Cracking** - Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a "windshield" survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited to the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any 3 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - b. Longitudinal Cracking exceeds 25 percent of the segment length (132 feet within 528 feet) for any 3 segments. Ignore all reflective cracking. All reflective cracking shall be ignored as these will not count against the allowable amount.

- c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.
 - g. Any amount of alligator cracking.
- 4. If **any** condition above (in item 2) is estimated to be true:
 - a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
 - 5. If **all** conditions above are false,
 - a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

- 1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
- 2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
- 3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
- 4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
- 5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
- 6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
NEW/RECONSTRUCTED JOINTED PLAIN CONCRETE PAVEMENT

Warranty period: 5 Years

Inspection Period Begins: Interim -30 months after Initial Acceptance
Final - 56 months after initial Acceptance
(Local Agency may do additional inspections)

Notes:

1. **Segment** - 528 feet in a specific driving lane. For inspection a segment begins at the point where the joint sealant failure or pavement distress begins to appear and extends for 528 feet from that point.
2. **Slab** - The pavement outlined between consecutive transverse joints and longitudinal joints or a longitudinal joint and the outer pavement edge. Segments consist of one or more slabs.
3. **Driving Lanes** - Each of the following is considered a Driving Lane.
 - a. Each individual mainline lane.
 - b. The sum of all ramp lanes and associated acceleration/deceleration lanes.
 - c. The sum of all auxiliary lanes, such as passing lanes and turn lanes.
4. **Condition Parameters** - Each condition parameter has a threshold level applied to each segment and a maximum number of defective segments before corrective action is required. A segment is defective if the threshold level is exceeded.
5. **Longitudinal Joint Designation** - All inspections relate to the driving lane as defined in the warranty special provision. For tallying joint sealant failure and pavement distress (spalling), consider the entire perimeter of the slab in all cases. The condition parameter of the full joint associated with the slab being evaluated is considered even though two adjacent slabs may share the same interior longitudinal joint.
6. The contractor will not be required to take corrective measures as a result of the interim inspection unless the Engineer determines emergency repairs are needed for public safety. Any faults or distresses noted will be logged and verified with the final inspection.

Procedure:

For both **INTERIM & FINAL** inspections

1. **Perform overview inspection.** Based on results of overview inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contractor written notice of the distresses and locations needing corrective work.

Overview Inspection Procedure:

1. Review any notes from previous inspections of the work.
2. Perform a "windshield" survey of the entire project length. Inspect all driving lanes. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited to the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. Estimate the distress quantity. Also include a description of distress in general terms (i.e. minor amounts of longitudinal cracking; every joint has loss of sealant).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. If this is an **interim** or other non-final inspection, Put notes in file and **STOP HERE**.
4. If this is the final inspection, estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 2 total for any 1 segment. (2 cracks within 528 feet).
 - b. Longitudinal Cracking exceeds 5 percent (5%) of the segment length (26 feet within 528 feet) for any 1 segment.
 - c. Map Cracking exceeds 10 percent (10%) of the segment area (632 square feet within 528 longitudinal feet assuming 12 foot lane width) for any 1 segment.
 - d. Spalling exceeds 10 percent (10%) of each slab. Can be non-contiguous. Include all 4 sides of the slab.
 - e. Scaling exceeds 15 percent (15%) of the slab area.
 - f. Corner cracking exceeds 1 for any 1 segment.
 - g. Joint Sealant failure exceeds 10 percent (10%) total joint length in a segment. Include both longitudinal & transverse joints
 - h. Any shattered slabs.
5. If any condition above is true:
 - a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
6. If all conditions above are false and this is the final inspection, recommend Final Acceptance.

Detailed Inspection Procedure: This will be done at **FINAL** inspection when distresses are estimated to be at threshold levels, and at **INTERIM** inspections as directed by the engineer.

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.

2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. Map Cracking
 - d. Spalling
 - e. Flushing
 - f. Scaling
 - g. Joint sealant failure
 - h. Shattered slabs
4. Determine if any of the threshold limits for the various distresses are exceeded.
5. Warranty work is required at those segments for which any of the threshold limits are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

APPENDIX C

Inspection Forms

Under Development

The inspections forms have not been developed to-date; the Task Force Education Committee is working with LTAP to create inspection forms compatible with the RoadSoft program to enable tracking the warranty inspection forms to the actual location along a road segment

APPENDIX D

Model Pavement Warranty Contract and Bond Forms

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
PASS-THROUGH WARRANTY BONDS

LM

1 of 1

9/5/2017

a. Description. This special provision establishes the conditions under which and method for a contractor to assign responsibility for the warranty obligations and the providing of a warranty bond to a warranty contractor(s). Second tier subcontractor assignments are prohibited.

b. Requirements. Ensure the Warranty Contract(s) and warranty bond(s) are on forms provided by the Local Agency. Ensure the bonds meet the requirements of Michigan law and of the Local Agency and include other items such as the powers of Attorney and Endorsement as specified by the Local Agency.

c. Method. The assignment must be made to the warranty contractor(s) that will perform the work covered by the warranty. If for any reason after signing the Warranty Contract and providing the Warranty Bond, the warranty contractor does not perform the work, the warranty contractor will remain obligated for the warranty obligations and the warranty bond obligations will remain in effect unless the Local Agency consents in writing to substituting a different contractor to assume those warranty obligations and accepts a substitute warranty bond.

The assignment of warranty work must be designated with and at the time of electronic bid submittal. To become a warranty contractor responsible for the warranty obligations of the contract, and providing a warranty bond, the warranty contractor must complete and submit to the Local Agency a Warranty Contract and a Warranty Bond for each warranty it will be responsible for. Ensure the Warranty Contract is signed by an authorized signer of the warranty contractor, as identified in its prequalification application.

Submit the Warranty Contract and Warranty Bond to the Local Agency prior to award of the construction contract to the prime contractor for the work to which the warranty applies. Ensure the warranty contractor is prequalified in the work classification for the type of work to be warranted. The Warranty Bond must guarantee performance of all warranty obligations for the covered work, in accordance with the Warranty Contract. All provisions of the prime contract will be applicable to the warranty contractor in regard to the warranty work, except as otherwise expressly provided in the Warranty Contract.

Under no circumstances does the assignment of the warranty work and the execution of a Warranty Contract create any obligations to the Local Agency beyond the obligations undertaken in the prime contract. The purpose of the Local Agency accepting the assignment of warranty obligations is to allow a warranty contractor to stand in place of the prime contractor for purposes of the warranty work without increasing any obligation or liability that the Local Agency would have had if the prime contractor had not assigned the warranty work.

d. Measurement and Payment. This work will not be paid for separately, but will be included in costs for other pay items.

**<local agency name>
LOCAL AGENCY
PASS-THROUGH WARRANTY BOND**

Bond Number: _____

KNOWN ALL MEN BY THESE PRESENTS

That we, _____ (hereinafter called the "Principal" and
_____ (hereinafter called "Surety") a corporation duly
organized under the laws of the State of _____ and duly licensed to transact business in the
State of Michigan, are held and firmly bound unto the _____
(hereinafter called the "Obligee"), in the sum of \$ _____
dollars for the payment of which sum well and truly to be made, we, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee,
under Contract ID _____ and;

WHEREAS, the said Principal is required to guarantee the:

installed under said contract, against defects in materials or workmanship which may develop
during the period of ____ years beginning the date of the Acceptance Date of Warranted Work by the
Obligee.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal
shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make
good at its own expense any and all defects in materials or workmanship in the said work which may
develop during the period specified above or shall pay over, make good and reimburse to the said
Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said
Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and
effect.

PROVIDED HOWEVER, that in the event of any default on the part of said Principal, a written
statement of the particular facts showing such default and the date thereof shall be delivered to
the Surety by registered mail, promptly in any event within ten (10) days after the Obligee or his
representative shall learn of such default and that no claim, suit or action by reason of any default
of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of
the warranty period as herein set forth.

Signed by: _____ day of _____ 20_____.

Contractor _____

By _____

Surety _____

By _____

PASS THROUGH WARRANTY CONTRACT

This contract ID number _____ is executed on the date signed below by the _____ of the <local agency name> between the Warranty Contractor, Prime Contractor and the Local Agency in conjunction with the execution of this contract ID number, _____ between the Local Agency and the Prime Contractor.

(Warranty Contractor)

(Prime Contractor)

The work included within this Warranty Contract is, described here:

The Warranty Contractor represents that it has entered into a subcontract with the Prime Contractor to perform Warranted Work for the project, but that any failure to have properly done so, or any breach or failure in the performance of that subcontract, shall not diminish or otherwise affect the obligations of the Warranty Contractor to the Local Agency under this warranty contract. Nor shall the obligations of the Warranty Contractor to the Local Agency under this warranty contract be diminished or affected if the Prime Contractor or some other person performs some or all of the Warranted Work or warranty obligations for the project, unless the Local Agency consents to, and executes, a written amendment to this warranty contract.

Insofar as they pertain to the warranty rights and obligations, the terms of the contract are hereby incorporated by reference into this warranty contract and, for purposes of this warranty contract, references in the contract to the contractor shall be deemed to refer to the Warranty Contractor.

The Warranty Contractor hereby agrees to fulfill and perform, without qualification or exception, all of the warranty obligations under the terms of the contract, as if they were the Prime Contractor. Until acceptance of the Warranted Work, the Prime Contractor will be responsible to the Department for ensuring completion of the Warranted Work and to the Local Agency for fulfilling the terms of the warranty for that work. Upon acceptance of the Warranted Work, the Warranty Contractor shall have full responsibility for the warranty obligations and the Prime Contractor will be relieved of further obligation for performing those warranty obligations.

The Warranty Contractor agrees that its obligations to the Local Agency under this warranty contract are the same as if the Warranty Contractor was the Prime Contractor; the Warranty Contractor can assert no rights, defenses or qualifications to the warranty obligations under the contract that would have been unavailable to the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty. The Warranty Contractor may assert the same rights under the terms of the warranty as could have been asserted by the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty.

This warranty contract may be executed prior to execution of the contract with the Prime Contractor, provided that if the Local Agency fails to execute the contract with the Prime Contractor this warranty contract shall be null and void.

By: _____

By: _____

Title: _____

Title: _____

By: _____

Typed name: _____

Local Agency: _____

Date: _____

APPENDIX E

Reporting Forms

Under Development

Local Road Agencies Warranty Program Reporting

We have partnered with the Transportation Asset Management Council to modify the Investment Reporting Tool to provide an open and transparent reporting method for each local transportation agency. The reporting fields will be enabled as soon as the Local Agency Pavement Warranty Program is approved by MDOT

We have also partnered with the Michigan Technological University - CTT to modify the Roadsoft Program to provide a common data entry method for each local road agency. The Roadsoft warranty data fields will be imported into the TAMC ITR module to provide a statewide presentation of the warranty projects that exceed the \$ 2,000,000 threshold.

APPENDIX F

Education and Training

Under Development

Education of Local Road Agencies on Local Pavement Warranty Program

Since the passage of the 2015 Transportation Package, the CRA has been informing its members of the coming warranty requirement; the *Engineering Updates* provided by the CRA-MML Engineering Specialist have also described the imminent Local Pavement Warranty Program. The CRA provided updates about the Local Pavement Warrant Program at its nine regional Council meetings during fall-winter 2017-2018; at its County Engineers Workshop in February 2018; at its Highway Conference in March 2018, and at its Road Commissioners Conference in April 2018. The CRA is also developing this Guidance Document on Local Pavement Warranties to serve as the training manual for. The CRA has scheduled and dedicated a large portion of its annual 2017 Law Symposium to a session on Implementing the New Local Pavement Warranties on December 5, 2017; speakers include the legal counsel from the Road Commission for Oakland County and CRA-MML Engineering Specialist Steve Puuri. The CRA-MML Engineering Specialist Steve Puuri and two bond counsel representatives provided an update at the Michigan Concrete Association.

In addition, the Local Pavement Warranty Task Force has created an Education Committee that has been developing model agency adoption resolutions and training materials. The Task Force has partnered with the Local Technical Assistance Program to develop and conduct training program for decision makers and project staff. The Education Committee is poised to distribute adoption and training materials upon approval of the Local Agency Pavement Warranty Program by MDOT. Finally, the Task Force has developed this Guidance Document to assist local agency decision makers and project staff with implementing their Local Agency Pavement Warranty program.

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

WHEREAS, the Michigan Legislature (MCL 247.663) requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Local Agency Pavement Warranty Program was developed by the Local Agency Pavement Warranty Task Force for use by all 533 cities and villages in the format approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Department of Transportation has reviewed and approved the Michigan Local Agency Pavement Warranty Program consisting of Special Provisions (hot mix asphalt and concrete pavement warranty, warranty work requirements for jointed plain concrete pavement, warranty work requirements for hot mix asphalt pavements, pavement warranty information, pass through warranty bonds, pass through warranty contract, and pass through warranty bond); a Warranty Bond Form and Contract Form; and Guidelines for Local Agency Pavement Warranty Programs;

NOW THEREFORE BE IT RESOLVED, the City of Wyandotte hereby adopts the Michigan Local Agency Pavement Warranty Program and accompanying documents in accordance to the requirements of MCL 247.663;

BE IT FURTHER RESOLVED, this resolution is made a part of the minutes of the City of Wyandotte Council Meeting on January 14, 2019.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

**Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz**

NAYS

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

WHEREAS, The Michigan Legislature created a requirement (MCL 247.663) as part of the Transportation Funding Package of 2015 that requires each city and village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, City of Wyandotte adopted the Michigan Local Agency Pavement Warranty Program on January 14th, 2019;

WHEREAS, the City of Wyandotte agrees to consider a local pavement warranty on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds;

WHEREAS, the Local Agency Pavement Warranty Program law requires each city and village to report annually on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds, whether or not a warranty was utilized in the project;

WHEREAS, the City of Wyandotte agrees to implement the Michigan Local Agency Pavement Warranty Program consistent with the Guidelines for Local Agency Pavement Warranty Program document that was approved by the Michigan Department of Transportation in 2018; and which the City of Wyandotte’s adopted Implementation Policy defines the City’s intent of its pavement warranty program;

NOW THEREFORE BE IT RESOLVED, the City of Wyandotte hereby agrees to implement the Local Agency Pavement Warranty Program and annually report in accordance with the law.

BE IT FURTHER RESOLVED, this resolution is made a part of the minutes of the City of Wyandotte Council Meeting on January 14, 2019.

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	_____

FINAL READING OF AN ORDINANCE

#1468

**AN ORDINANCE TO ADOPT CHAPTER 21.1
“MARIJUANA REGULATION”
TO PROHIBIT ALL MARIJUANA FACILITIES AND BUSINESSES
WITHIN THE CITY OF WYANDOTTE**

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

AN ORDINANCE ENTITLED **AN ORDINANCE TO ADOPT CHAPTER 21.1 “MARIJUANA REGULATION”** **TO PROHIBIT ALL MARIJUANA FACILITIES AND BUSINESSES** **WITHIN THE CITY OF WYANDOTTE**

Preamble:

The State of Michigan has passed the Michigan Medical Marijuana Act (with various amendments and regulations) and has passed Proposal 18-1 to legalize recreational marijuana, and the legislation does not require a City to allow marijuana businesses or facilities within its border.

THE CITY OF WYANDOTTE ORDAINS:

Section 1. **Adopt Chapter 21.1 “Marijuana Regulation”**

SEC. 21.1-1. **Prohibit Medical Marijuana Businesses.**

All medical marijuana businesses, facilities, and establishments are prohibited within the City of Wyandotte.

SEC. 21.1-2. **Prohibit Recreational Marijuana Businesses.**

All recreational marijuana businesses, facilities, and establishments are prohibited within the City of Wyandotte.

SEC. 21.1-3. **Rights Unaffected.**

This Ordinance does not affect the rights of registered qualifying patients or registered primary caregivers under the Michigan Medical Marijuana Law.

SEC. 21.1-4. **Penalty.**

Any person or entity who violates this Ordinance is responsible for a Municipal Civil Infraction and any prohibited use is hereby declared to be a public nuisance.

Section 2. **Severability.**

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

Section 3. **Effective Date.**

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk’s Office, 3200 Biddle Avenue, Wyandotte, Michigan.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

RESOLUTION

DATE: January 14, 2019

RESOLUTION by Councilperson _____

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

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	_____

REPORTS & MINUTES
CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION MEETING MINUTES, APPROVED
NOVEMBER 14, 2018

Members Present: John Darin, Chairman, Kelly Dodson, Barbara Freese, Noel Galeski, Patricia Iacopelli, Wendy Leach, Linda Orta, Stephanie Pizzo, Alice Ugljesa

Members Excused: Michael Bak, Andrea Fuller

Guest(s):

1. Call to Order: The meeting was called to order by John at 6:01 pm.
2. Approval of Agenda: Motion was made by Alice, seconded by Patricia, to approve this meeting's agenda as presented. The motion was approved.
3. Reading and Approval of Previous Minutes:
 - a. October 10, 2018 Regular Meeting: After review of the minutes, Linda made a motion, seconded by Wendy, to approve the draft minutes of the October 10, 2018 regular meeting of the Beautification Commission, as revised. The motion was approved.
4. Chairperson's Report:
 - a. Documents: An updated Attendance Log and Commissioner Contact List were distributed. In addition, a list of Monarch Waystations registered in Wyandotte was distributed and reviewed.
 - b. Linda Orta Resignation: Linda informed the Commission that she is tendering her resignation from the Beautification Commission, effective at the end of this meeting. The Beautification Commission is indebted to Linda Orta for her many years of volunteer service. Linda has been an extraordinary, hard-working, tireless volunteer for the Beautification Commission for over 12 years. Her gardening skills were put to great use in her role as the Beautification Commission's Landscape Coordinator. Linda has been primarily responsible for the plant designs and color schemes in the Commission plantings throughout the downtown area. She will be missed from the Commission.
 - c. Action Items: Approval of 2019 Officers & Calendar:
 - 1) 2019 Officers & Coordinators: After review and discussion, motion by Alice, seconded by Patricia to approve the Beautification Commission 2019 Officers & Commissioners, as listed below:

Chairperson:	John Darin
Corresponding Secretary:	Andrea Fuller
Recording Secretary:	John Darin
Treasurer:	Patricia Iacopelli
Adopt-A-Spot Program Coordinator	Wendy Leach
Beautification Awards Coordinator:	Alice Ugljesa
Community Garden Coordinator:	Barbara Freese
District Court Work Force Coordinator:	Alice Ugljesa
Department of Public Services Coordinator:	Alice Ugljesa
Hanging Basket Coordinator:	Alice Ugljesa
Holiday Lighting Awards Coordinator:	Michael Bak
Landscape Planting Coordinator:	Team
Planter Pot Coordinator:	Stephanie Pizzo
Public Relations & Social Media Coordinator:	Andrea Fuller
Spring Clean-Up Coordinator:	Noel Galeski
Spring Dig-In Coordinator:	Noel Galeski
Volunteer Coordinator:	Kelly Dodson

- 2) 2019 Meeting Dates: After review and discussion, motion by Alice, seconded by Patricia to approve the Beautification Commission 2019 Meeting Dates, as listed below:

January 9, 2019
February 13, 2019
March 13, 2019
April 10, 2019
May 8, 2019
June 12, 2019
July 17, 2019
August 14, 2019
September 11, 2019
October 9, 2019
November 13, 2019
December 11, 2019

- 3) 2019 Special Event Dates: After review and discussion, motion by Noel, seconded by Alice to approve the Beautification Commission 2019 Special Event Dates, as listed below:

January 14, 2019	Residential Outdoor Holiday Lighting & Decorating Awards Presentations
April 13, 2019	City-Wide Spring Clean-Up
April 27, 2019	Community Garden Opening
May 18, 2019	Spring Dig-In
September 9, 2019	Beautification Awards Presentations
November 9, 2019	Community Garden Closing

5. Treasurer's Report:

- a. FY 2017-2018 Year-End Expense Report: It was reported that there was a \$20 balance-of-payment for autumn hanging baskets expense, leaving a fiscal year-end balance of (\$15.12) in the Commission's primary account. There were no expenses posted to the GFM Reserve account, leaving a fiscal year-end balance of \$389.97.
- b. FY 2018-2019 Expense Report: It was reported that there were expenses for winter hanging baskets and holiday decorating awards totaling \$391.53, leaving a current balance of \$7,558.47 in the Commission's primary account. There were expenses totaling \$113.73 for seasonal decorations at the Nanna's pot posted to the GFM Reserve account, leaving a current balance of \$276.24.

6. Public & Media Relations and Event Marketing Report:

- a. Garfield Elementary School Grant Application: Andrea reported that John wrote a letter on behalf of the Beautification Commission recommending the Sarah Grogh and Garfield Elementary School for a gardening project grant from the Klorane Botanical Foundation. Only 6 such grants will be awarded nationwide.

7. "Adopt-A-Spot in Wyandotte" Program Update: John emailed all AAS volunteers to remind them to clean up their adopted areas as we move into Fall and Winter. Wendy reported that Pastor Rose of the United Family Church is interested in volunteering his congregation to adopt a suitable spot to plant flowers. He also wants to place a "Blessings Box" with non-perishable food for the hungry in it, similar to the little library book boxes placed around the city. The Commission approved this idea, and specifically recommended planting at the Bishop Park Log Cabin. Wendy was requested by the Commission to request that her Pastor contact Justin Lanagan for further approval. Wendy will contact John once those additional discussions have concluded.

8. Community Garden Relocation Update: There was much discussion regarding the process of the community garden relocation. The Beautification Commission has difficulty with significant decisions being made without regard for our participation and input in the discussions and planning. Following discussion, it was the unanimous consensus of the Beautification Commission that the Commission must be involved in any and all additional community garden relocation planning going forward. John was requested to write an email to the city expressing the Commission's concerns and desires.
9. Winter Hanging Baskets: Michael has designed and installed the winter hanging baskets at the arbor, at a significant cost-savings to the Commission. They look very beautiful!
10. Holiday Lighting Awards: It was noted that there will be a special Beautification Commission meeting on Wednesday, December 12th for Holiday Lighting Awards selections. The awards presentations are scheduled for the City Council meeting on Monday, January 14, 2019. Michael will be purchasing the personalized ornaments from Bronner's again this year. Andrea developed and distributed another very beautiful flyer with registration form announcing the contest and rules.
11. Old Business:
 - a. City Landmark Grounds Maintenance: There was much discussion regarding city expectations of the Beautification Commission volunteers performing grounds maintenance services at the Fort Street electronic sign (a very dangerous location), as well as at other high-visibility city landmarks. After discussion, it was the unanimous consensus and recommendation of the Beautification Commission that grounds maintenance for the Fort Street electronic sign, as well as other large, high-visibility city landmarks, be contracted with professional grounds maintenance companies, and/or assumed in whole or in part, by the Wyandotte DPS. The Commission respectfully declines any further direct participation in that regard. John was requested to write an email to the city expressing the Commission's concerns and desires.
12. New Business:
 - a. Need ID Badges for New Commissioners Barbara Freese and Wendy Leach: John requested that Barbara and Wendy submit suitable head shot photos to John, so he can forward them to David Fuller to produce ID badges with lanyards.
13. Round-Table Reports and Announcements: John announced that the Beautification Council of Southeastern Michigan (BCSEM) Winter Quarterly Meeting is being hosted by Keep Detroit Beautiful, and will be held on Thursday, December 13, 2018 from 9:00 am – 1:30 pm at the Corner Ballpark, 1680 Michigan Avenue, the site of the former Tiger Stadium. All commissioners are encouraged to attend. The \$15 registration fee will be reimbursed. John will email the invitation and registration form to all.
14. Next Meeting: A special meeting of the Beautification Commission is scheduled for Wednesday, December 19, 2018 at 6:00 pm at City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue for selection of Holiday Lighting Award recipients. The next regular meeting of the Beautification Commission is scheduled for Wednesday, January 9, 2019 at 6:00 pm at City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.
15. Adjournment: The meeting was adjourned at 7:36 pm.



John M. Darin
Chairman, Wyandotte Beautification Commission

CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION SPECIAL MEETING MINUTES, APPROVED
DECEMBER 19, 2018

Members Present: John Darin, Chairman, Michael Bak, Andrea Fuller, Alice Ugljesa, Barbara Freese, Wendy Leach, Noel Galeski, Stephanie Pizzo, Kelly Dodson

Members Excused: Patricia Iacopelli

Guest(s): None

1. Call to Order: The meeting was called to order by John at 6:05 pm.
2. Approval of Agenda: The agenda for this Special Meeting was approved.
3. Action Item – Selection of 3rd Annual Holiday Lighting & Decorating Awards:
 - a. Scoring and Criteria: Both residences and businesses were eligible for awards this year. Each nominated property's exterior lighting and decorating was observed during evening hours by the nominator, and submitted nomination forms and photographs were reviewed. Each nominated property was given an overall summary score by each commissioner present on a scale of 1-5 points. The scoring criteria included workmanship, originality, color, scale, and proportion. For businesses, holiday lighting and decorations that were staged in display cases directly adjacent to and clearly visible from the sidewalk and street were deemed acceptable for review. There was a maximum of 45 points awarded to each nominated property, due to 9 commissioners being present during the evaluation and scoring phase of the judging.
 - b. Awards and Recognitions: It was confirmed that the top 10 scored residences and the top 5 scored businesses would be designated as recipients of the 3rd Annual Holiday Lighting & Decorating Awards. The Award Winners will be honored with a presentation at the January 14, 2019 City Council meeting. They will be given special Christmas tree ornaments and a certificate. Those nominees not receiving awards will be recognized as "Honorable Mentions", and will be mailed a letter of recognition.
 - c. Evaluation of Nominated Residences: There were 36 properties were nominated for 2018 Holiday Lighting and Decorating Awards. Winners were selected as follows:

Top 10 Residential Award Winners:

1265 Walnut Street
366 Vinewood Street
1224 Lindbergh Street
1768 McKinley Street
1228 Poplar Street
1227 Electric Street
637 Goddard Road
2992-22nd Street
591 Hudson Street
2205 17th Street

Top 5 Business Award Winners:

Gregorio's, 2356 Biddle Avenue
R.P. McMurphy's, 2922 Biddle Avenue
The Oak Café, 1167 Oak Street
Thomas Roberts, Architect: Melhose Building, 2927 4th Street
BASF Corporation, 1609 Biddle Avenue

Residential Honorable Mentions:

4361 16th Street
2283 North Drive
610 Walnut Street
3687 14th Street
407 Biddle Avenue
3005 VanAlstyne Street
682 5th Street
156 Vinewood Street
2260 15th Street
1849 19th Street
544 Pine Street
509 Pine Street
455 Orange Street
2290- 15th Street
612 St. John Street
1277 Walnut Street
1512 15th Street
2439 18th Street
2248 21st Street
2631 23rd Street
2753 23rd Street

d. Next Steps and Follow-Up:

- 1) The award winner's names and contact information will be identified (Alice), and a Letter of Congratulations and Invitation to the Awards Presentation will be hand-delivered to them (Michael);
- 2) Certificates will be completed for presentation (Michael);
- 3) Letters of congratulations to all Honorable Mention entrants will be composed and mailed through the Mayor's Office (Michael & Alice);
- 4) Specially-marked ornaments will be purchased as our awards (Michael);
- 5) Ornament awards and certificates will be presented by the Beautification Commission at the January 14, 2019 City Council meeting; and
- 6) Following the Awards Presentations, the awards will be posted on the Commission's Facebook page (Andrea).

Next Meeting: The next Regular meeting is scheduled for Wednesday, January 9, 2019 at 6:00 pm in City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.

Adjournment: The meeting was adjourned at 7:15 pm.



John M. Darin
Chairman,
Wyandotte Beautification Commission

12/13/2018
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2018 Dec. BOR Change Summary

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Year Parcel Number

Comments	Petition	Assessed	Taxable	Corrected	Corrected	Corrected	Corrected
Owner/Prop. Addr./Mail Addr.	/Docket	Value	Value	Value	Value	PRE/MBT EX	Transfer

2018 57 001 04 0222 000	DB18-096	401	82170	46,700	46,700	0.000	0.000	46,700	46,700	100.000	0.000
GRANT PRE OWNER OCCUPIED 01/14/2016											
2017 57 001 04 0222 000	DB18-095	401	82170	48,000	48,000	0.000	100.000	48,000	48,000	100.000	100.000
GRANT PRE OWNER OCCUPIED 01/14/2016											
PEW, ADAM C											
637 EMMONS WYANDOTTE, MI 48192											
637 EMMONS WYANDOTTE, MI 48192											
2018 57 003 04 0019 000	DB18-002	401	82170	42,200	42,200	0.000	100.000	42,200	42,200	100.000	100.000
GRANT PRE OWNER OCCUPIED 09/25/2017											
WATSON, STEFAN											
2144 BAUMEY WYANDOTTE, MI 48192											
2144 BAUMEY WYANDOTTE, MI 48192											
2018 57 003 05 0027 000	DB18-123	401	82170	45,400	37,968	100.000	0.000	25,300	25,300	100.000	0.000
GRANT POVERY EXEMPTION FOR 1 (ONE) YEAR											
SUDAK, KATHLEEN											
1433 22ND WYANDOTTE, MI 48192											
1433 22ND WYANDOTTE, MI 48192											
2018 57 003 08 0112 000	DB18-065	401	82170	54,500	45,614	0.000	0.000	54,500	45,614	100.000	0.000
GRANT PRE OWNER OCCUPIED 07/01/1999											
2017 57 003 08 0112 000	DB18-066	401	82170	54,900	44,187	0.000	0.000	54,900	44,187	100.000	0.000
GRANT PRE OWNER OCCUPIED 07/01/1999											
2016 57 003 08 0112 000	DB18-067	401	82170	49,900	43,793	0.000	0.000	49,900	43,793	100.000	0.000
GRANT PRE OWNER OCCUPIED 07/01/1999											
2015 57 003 08 0112 000	DB18-068	401	82170	46,300	43,663	0.000	0.000	46,300	43,663	100.000	0.000
GRANT PRE OWNER OCCUPIED 07/01/1999											
LAURAIN, BRIAN											
1881 23RD WYANDOTTE, MI 48192											
1881 23RD WYANDOTTE, MI 48192											
2018 57 003 08 0355 000	DB18-003	401	82170	47,500	37,543	0.000	0.000	47,500	37,543	100.000	0.000
GRANT PRE OWNER OCCUPIED 05/12/1974											
2017 57 003 08 0355 000	DB18-004	401	82170	45,500	36,771	0.000	0.000	45,500	36,771	100.000	0.000
GRANT PRE OWNER OCCUPIED 05/12/1974											
2016 57 003 08 0355 000	DB18-005	401	82170	41,400	36,444	0.000	0.000	41,400	36,444	100.000	0.000
GRANT PRE OWNER OCCUPIED 05/12/1974											
2015 57 003 08 0355 000	DB18-006	401	82170	38,400	36,335	0.000	0.000	38,400	36,335	100.000	0.000
GRANT PRE OWNER OCCUPIED 05/12/1974											
PARSONS, JOHN E											
1867 19TH WYANDOTTE, MI 48192											
1867 19TH WYANDOTTE, MI 48192											

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2018 Dec. BOR Change Summary

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Year Parcel Number								Corrected	Corrected			
Comments				Petition	Assessed	Taxable		Assessed	Taxable	Corrected	Corrected	
Owner/Prop.	Addr./Mail Addr.	/Docket	Class	School	Value	Value	PRE/MBT	Transfer	Value	Value	PRE/MBT EX	Transfer
2018 57 004 17 0015 000		DB18-122	402	82170	4,400	4,400	0.000	100.000	4,400	4,400	0.000	100.000
COUNTY LAND BANK SALE												
CHERRY, KRISTY M												
1123 3RD WYANDOTTE, MI 48192												
1123 3RD WYANDOTTE, MI 48192												
2018 57 004 20 0032 002		DB18-112	401	82170	27,300	27,300	0.000	0.000	27,300	27,300	100.000	0.000
GRANT PRE OWNER OCCUPIED 04/15/2001												
2017 57 004 20 0032 002		DB18-111	401	82170	31,000	27,473	0.000	0.000	31,000	27,473	100.000	0.000
GRANT PRE OWNER OCCUPIED 04/15/2001												
2016 57 004 20 0032 002		DB18-110	401	82170	31,000	27,228	0.000	0.000	31,000	27,228	100.000	0.000
GRANT PRE OWNER OCCUPIED 04/15/2001												
2015 57 004 20 0032 002		DB18-109	401	82170	28,800	27,147	0.000	0.000	28,800	27,147	100.000	0.000
GRANT PRE OWNER OCCUPIED 04/15/2001												
YURKOVICH, JILL												
825 LINCOLN WYANDOTTE, MI 48192												
825 LINCOLN WYANDOTTE, MI 48192												
2018 57 004 26 0013 300		DB18-081	401	82170	77,700	61,169	0.000	0.000	77,700	61,169	100.000	0.000
GRANT PRE OWNER OCCUPIED 11/26/2014												
2017 57 004 26 0013 300		DB18-080	401	82170	63,800	59,911	0.000	0.000	63,800	59,911	100.000	0.000
GRANT PRE OWNER OCCUPIED 11/26/2014												
2016 57 004 26 0013 300		DB18-079	401	82170	63,800	59,377	0.000	0.000	63,800	59,377	100.000	0.000
GRANT PRE OWNER OCCUPIED 11/26/2014												
2015 57 004 26 0013 300		DB18-078	401	82170	59,200	59,200	0.000	100.000	59,200	59,200	100.000	100.000
GRANT PRE OWNER OCCUPIED 11/26/2014												
CANNON, WINSTON												
939 8TH WYANDOTTE, MI 48192												
939 8TH WYANDOTTE, MI 48192												
2017 57 004 30 0003 001		DB18-012	401	82170	37,700	33,429	0.000	0.000	37,700	33,429	100.000✓	0.000
GRANT PRE OWNER OCCUPIED 03/29/2015												
2016 57 004 30 0003 001		DB18-011	401	82170	37,700	33,131	0.000	0.000	37,700	33,131	100.000✓	0.000
GRANT PRE OWNER OCCUPIED 03/29/2015												
2015 57 004 30 0003 001		DB18-010	401	82170	35,000	33,032	0.000	0.000	35,000	33,032	100.000✓	0.000
GRANT PRE OWNER OCCUPIED 03/29/2015												
GENAW, JOSEPH												
550 GODDARD WYANDOTTE, MI 48192												
550 GODDARD WYANDOTTE, MI 48192												

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2018 Dec. BOR Change Summary

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Year Parcel Number

Comments

Owner/Prop. Addr./Mail Addr.

Petition

/Docket

Class

School

Assessed
Value

Taxable
Value

PRE/MBT

Transfer

Corrected
Assessed
Value

Corrected
Taxable
Value

Corrected
PRE/MBT EX

Corrected
Transfer

2018 57 004 17 0015 000	DB18-122	402	82170	4,400	4,400	0.000	100.000	4,400	4,400	0.000	100.000
COUNTY LAND BANK SALE											
CHERRY, KRISTY M											
1123 3RD WYANDOTTE, MI 48192											
1123 3RD WYANDOTTE, MI 48192											
2018 57 004 20 0032 002	DB18-112	401	82170	27,300	27,300	0.000	0.000	27,300	27,300	100.000	0.000
GRANT PRE OWNER OCCUPIED 04/15/2001											
2017 57 004 20 0032 002	DB18-111	401	82170	31,000	27,473	0.000	0.000	31,000	27,473	100.000	0.000
GRANT PRE OWNER OCCUPIED 04/15/2001											
2016 57 004 20 0032 002	DB18-110	401	82170	31,000	27,228	0.000	0.000	31,000	27,228	100.000	0.000
GRANT PRE OWNER OCCUPIED 04/15/2001											
2015 57 004 20 0032 002	DB18-109	401	82170	28,800	27,147	0.000	0.000	28,800	27,147	100.000	0.000
GRANT PRE OWNER OCCUPIED 04/15/2001											
YURKOVICH, JILL											
825 LINCOLN WYANDOTTE, MI 48192											
825 LINCOLN WYANDOTTE, MI 48192											
2018 57 004 26 0013 300	DB18-081	401	82170	77,700	61,169	0.000	0.000	77,700	61,169	100.000	0.000
GRANT PRE OWNER OCCUPIED 11/26/2014											
2017 57 004 26 0013 300	DB18-080	401	82170	63,800	59,911	0.000	0.000	63,800	59,911	100.000	0.000
GRANT PRE OWNER OCCUPIED 11/26/2014											
2016 57 004 26 0013 300	DB18-079	401	82170	63,800	59,377	0.000	0.000	63,800	59,377	100.000	0.000
GRANT PRE OWNER OCCUPIED 11/26/2014											
2015 57 004 26 0013 300	DB18-078	401	82170	59,200	59,200	0.000	100.000	59,200	59,200	100.000	100.000
GRANT PRE OWNER OCCUPIED 11/26/2014											
CANNON, WINSTON											
939 8TH WYANDOTTE, MI 48192											
939 8TH WYANDOTTE, MI 48192											
2017 57 004 30 0003 001	DB18-012	401	82170	37,700	33,429	0.000	0.000	37,700	33,429	0.000	0.000
GRANT PRE OWNER OCCUPIED 03/29/2015											
2016 57 004 30 0003 001	DB18-011	401	82170	37,700	33,131	0.000	0.000	37,700	33,131	0.000	0.000
GRANT PRE OWNER OCCUPIED 03/29/2015											
2015 57 004 30 0003 001	DB18-010	401	82170	35,000	33,032	0.000	0.000	35,000	33,032	0.000	0.000
GRANT PRE OWNER OCCUPIED 03/29/2015											
GENAW, JOSEPH											
550 GODDARD WYANDOTTE, MI 48192											
550 GODDARD WYANDOTTE, MI 48192											

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Year	Parcel Number	Comments	Petition		Assessed	Taxable			Corrected	Corrected		
Owner/Prop.	Addr./Mail Addr.	/Docket	Class	School	Value	Value	PRE/MBT	Transfer	Value	Value	PRE/MBT EX	Corrected Transfer
2018 57 004 32 0001 000		DB18-014	407	82170	80,300	72,851	0.000	0.000	80,300	72,851	100.000	0.000
GRANT PRE OWNER OCCUPIED 07/28/2016												
2017 57 004 32 0001 000		DB18-013	407	82170	80,300	71,353	0.000	0.000	80,300	71,353	100.000	0.000
GRANT PRE OWNER OCCUPIED 07/28/2016												
JOHNSON, KATHLEEN M												
1010 BIDDLE WYANDOTTE, MI 48192												
1010 BIDDLE WYANDOTTE, MI 48192												
2018 57 005 07 0152 002		DB18-128	401	82170	35,800	31,153	0.000	0.000	35,800	31,153	100.000	0.000
OWNER OCCUPIED 08/07/2004												
2017 57 005 07 0152 002		DB18-127	401	82170	33,500	29,772	0.000	0.000	33,500	29,772	100.000	0.000
OWNER OCCUPIED 08/07/2004												
2016 57 005 07 0152 002		DB18-126	401	82170	33,500	29,507	0.000	0.000	33,500	29,507	100.000	0.000
OWNER OCCUPIED 08/07/2004												
2015 57 005 07 0152 002		DB18-125	401	82170	31,100	29,419	0.000	0.000	31,100	29,419	100.000	0.000
OWNER OCCUPIED 08/07/2004												
PHILLIPS, MARILYN												
1251 ELECTRIC WYANDOTTE, MI 48192												
1251 ELECTRIC BLVD WYANDOTTE, MI 48192												
2018 57 006 01 0012 000		DB18-085	401	82170	34,700	21,011	0.000	0.000	34,700	21,011	100.000	0.000
GRANT PRE OWNER OCCUPIED 01/07/2002												
2017 57 006 01 0012 000		DB18-084	401	82170	25,600	20,579	0.000	0.000	25,600	20,579	100.000	0.000
GRANT PRE OWNER OCCUPIED 01/07/2002												
2016 57 006 01 0012 000		DB18-083	401	82170	23,300	20,396	0.000	0.000	23,300	20,396	100.000	0.000
GRANT PRE OWNER OCCUPIED 01/07/2002												
2015 57 006 01 0012 000		DB18-082	401	82170	21,600	20,335	0.000	0.000	21,600	20,335	100.000	0.000
GRANT PRE OWNER OCCUPIED 01/07/2002												
KLINGENSMITH, JAMES												
1270 5TH WYANDOTTE, MI 48192												
1270 5TH WYANDOTTE, MI 48192												
2018 57 006 01 0119 002		DB18-060	401	82170	48,100	42,555	100.000	0.000	0	0	100.000	0.000
GRANT VETERAN EXEMPTION PER PUBLIC ACT 161 OF 2013												
GORECKI, EDWARD PATRICK												
1205 LINDBERGH WYANDOTTE, MI 48192												
1205 LINDBERGH WYANDOTTE, MI 48192												
2018 57 006 02 0197 002		DB18-058	401	82170	40,100	31,782	0.000	0.000	0	0	0.000	0.000
CITY OWNED EXEMPT												
CITY OF WYANDOTTE												
941 HUDSON WYANDOTTE, MI 48192												
3200 BIDDLE STE 200 WYANDOTTE, MI 48192												

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Year	Parcel Number	Comments	Petition		Assessed	Taxable			Corrected	Corrected		
Owner/Prop.	Addr./Mail Addr.	/Docket	Class	School	Value	Value	PRE/MBT	Transfer	Assessed	Taxable	Corrected	Corrected
									Value	Value	PRE/MBT EX	Transfer
2018 57 006 03 0302 002		DB18-069	401	82170	47,400	42,448	0.000	0.000	47,400	42,448	100.000	0.000
GRANT PRE OWNER OCCUPIED 03/13/2009												
2017 57 006 03 0302 002		DB18-070	401	82170	51,500	41,575	0.000	0.000	51,500	41,575	100.000	0.000
GRANT PRE OWNER OCCUPIED 03/13/2009												
2016 57 006 03 0302 002		DB18-071	401	82170	46,800	41,205	0.000	0.000	46,800	41,205	100.000	0.000
GRANT PRE OWNER OCCUPIED 03/13/2009												
2015 57 006 03 0302 002		DB18-072	401	82170	43,500	41,082	0.000	0.000	43,500	41,082	100.000	0.000
GRANT PRE OWNER OCCUPIED 03/13/2009												
SNYDER, MATTHEW												
1286 11TH WYANDOTTE, MI 48192												
1286 11TH WYANDOTTE, MI 48192												
2018 57 006 03 0321 000		DB18-018	401	82170	41,500	36,475	0.000	0.000	41,500	36,475	100.000	0.000
GRANT PRE OWNER OCCUPIED 10/02/2012												
2017 57 006 03 0321 000		DB18-017	401	82170	44,300	35,725	0.000	0.000	44,300	35,725	100.000	0.000
GRANT PRE OWNER OCCUPIED 10/02/2012												
2016 57 006 03 0321 000		DB18-016	401	82170	40,300	35,407	0.000	0.000	40,300	35,407	100.000	0.000
GRANT PRE OWNER OCCUPIED 10/02/2012												
2015 57 006 03 0321 000		DB18-015	401	82170	37,400	35,302	0.000	0.000	37,400	35,302	100.000	0.000
GRANT PRE OWNER OCCUPIED 10/02/2012												
MOTOWSKI, DENISE TRUST												
1550 11TH WYANDOTTE, MI 48192												
1550 11TH WYANDOTTE, MI 48192												
2018 57 006 05 0098 002		DB18-022	401	82170	60,000	44,796	0.000	0.000	60,000	44,796	100.000	0.000
GRANT PRE OWNER OCCUPIED 05/1987												
2017 57 006 05 0098 002		DB18-021	401	82170	54,500	43,875	0.000	0.000	54,500	43,875	100.000	0.000
GRANT PRE OWNER OCCUPIED 05/1987												
2016 57 006 05 0098 002		DB18-020	401	82170	49,500	43,484	0.000	0.000	49,500	43,484	100.000	0.000
GRANT PRE OWNER OCCUPIED 05/1987												
2015 57 006 05 0098 002		DB18-019	401	82170	46,000	43,354	0.000	0.000	46,000	43,354	100.000	0.000
GRANT PRE OWNER OCCUPIED 05/1987												
KARPINSKI, WILLIAM/JUDITH												
1756 13TH WYANDOTTE, MI 48192												
1756 13TH WYANDOTTE, MI 48192												
2018 57 006 05 0170 000		DB18-102	401	82170	45,000	34,662	100.000	0.000	24,600	24,600	100.000	0.000
GRANT POVERTY EXEMPTION FOR ONE (1) YEAR												
MUSCAT, DONNA												
1842 12TH WYANDOTTE, MI 48192												
1842 12TH WYANDOTTE, MI 48192												

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Comments	Petition	Assessed	Taxable	Corrected	Corrected	Corrected	Corrected
Owner/Prop. Addr./Mail Addr.	/Docket	Value	Value	Value	Value	PRE/MBT EX	Transfer

2018 57 006 08 0167 000	DB18-024	401	82170	36,400	30,017	0.000	0.000	36,400	24,210	100.000	0.000
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GRANT PRE OWNER OCCUPIED 04/01/2011ADD CPI FROM 2017 RECAP (INTEREST OF L/C SOLD. OCCUPANT RETAINS L/C)

2017 57 006 08 0167 000	DB18-023	401	82170	29,400	29,400	0.000	100.000	29,400	23,713	100.000	0.000
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GRANT PRE OWNER OCCUPIED 04/01/2011RECAP INTEREST OF L/C SOLD. OCCUPANT RETAINS L/C

FLOURNOY, DAVID/STEPHANIE

1840 7TH WYANDOTTE, MI 48192

1840 7TH WYANDOTTE, MI 48192

2018 57 007 04 0017 000	DB18-028	401	82170	51,200	36,262	0.000	0.000	51,200	36,262	100.000	0.000
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GRANT PRE OWNER OCCUPIED 03/23/2009

2017 57 007 04 0017 000	DB18-027	401	82170	44,000	35,517	0.000	0.000	44,000	35,517	100.000	0.000
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GRANT PRE OWNER OCCUPIED 03/23/2009

2016 57 007 04 0017 000	DB18-026	401	82170	40,000	35,201	0.000	0.000	40,000	35,201	100.000	0.000
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GRANT PRE OWNER OCCUPIED 03/23/2009

2015 57 007 04 0017 000	DB18-025	401	82170	37,100	35,096	0.000	0.000	37,100	35,096	100.000	0.000
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GRANT PRE OWNER OCCUPIED 03/23/2009

ARSENEAU, MATTHEW D

251 ANTOINE WYANDOTTE, MI 48192

251 ANTOINE WYANDOTTE, MI 48192

2018 57 007 08 0023 300	DB18-089	401	82170	23,600	10,131	0.000	0.000	23,600	10,131	100.000	0.000
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OWNER OCCUPIED LAND FOR NEZ PARCEL 08/29/2012

2017 57 007 08 0023 300	DB18-088	401	82170	12,300	9,923	0.000	0.000	12,300	9,923	100.000	0.000
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OWNER OCCUPIED LAND FOR NEZ PARCEL 08/29/2012

2016 57 007 08 0023 300	DB18-087	401	82170	11,200	9,835	0.000	0.000	11,200	9,835	100.000	0.000
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OWNER OCCUPIED LAND FOR NEZ PARCEL 08/29/2012

2015 57 007 08 0023 300	DB18-086	401	82170	10,400	9,806	0.000	0.000	10,400	9,806	100.000	0.000
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OWNER OCCUPIED LAND FOR NEZ PARCEL 08/29/2012

HOLLY, MICHAEL B

1843 2ND WYANDOTTE, MI 48192

1843 2ND WYANDOTTE, MI 48192

2018 57 010 23 0005 002	DB18-029	401	82170	59,400	44,047	0.000	0.000	59,400	44,047	100.000	0.000
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GRANT PRE OWNER OCCUPIED 05/10/2018

BALGER, COURTNEY

219 WALNUT WYANDOTTE, MI 48192

219 WALNUT WYANDOTTE, MI 48192

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Year	Parcel Number								Corrected	Corrected		
Comments	Petition				Assessed	Taxable			Assessed	Taxable	Corrected	Corrected
Owner/Prop. Addr./Mail Addr.	/Docket	Class	School		Value	Value	PRE/MBT	Transfer	Value	Value	PRE/MBT EX	Transfer
2018 57 011 15 0049 002 GRANT PRE OWNER OCCUPIED 10/17/2006	DB18-033	401	82170		88,100	88,100	0.000	0.000	88,100	88,100	100.000	0.000
2017 57 011 15 0049 002 GRANT PRE OWNER OCCUPIED 10/17/2006	DB18-032	401	82170		100,600	89,317	0.000	0.000	100,600	89,317	100.000	0.000
2016 57 011 15 0049 002 GRANT PRE OWNER OCCUPIED 10/17/2006	DB18-031	401	82170		100,600	88,521	0.000	0.000	100,600	88,521	100.000	0.000
2015 57 011 15 0049 002 GRANT PRE OWNER OCCUPIED 10/17/2006	DB18-030	401	82170		93,400	88,257	0.000	0.000	93,400	88,257	100.000	0.000
HICKEY, DENNIS/KELLY 3040 VAN ALSTYNE WYANDOTTE, MI 48192 3040 VAN ALSTYNE WYANDOTTE, MI 48192												
2018 57 012 04 0024 000 GRANT VETERAN EXEMPTION PER PUBLIC ACT 161 OF 2013 DAWIDKO, SALLY 2047 4TH WYANDOTTE, MI 48192 2047 4TH WYANDOTTE, MI 48192	DB18-131	401	82170		39,900	26,919	100.000	0.000	0	0	100.000	0.000
2018 57 012 11 0001 000 GRANT PRE OWNER OCCUPIED 11/30/2017 PIZZO, STEPHANIE A 502 WALNUT WYANDOTTE, MI 48192 502 WALNUT WYANDOTTE, MI 48192	DB18-001	401	82170		45,700	45,700	0.000	0.000	45,700	45,700	100.000	0.000
2018 57 012 11 0016 002 GRANT PRE OWNER OCCUPIED 10/27/2017 MATHEWS, RICHARD 2352 6TH WYANDOTTE, MI 48192 2352 6TH WYANDOTTE, MI 48192	DB18-101	401	82170		38,700	38,700	0.000	100.000	38,700	38,700	100.000	100.000
2018 57 013 05 0022 000 GRANTED VETERAN EXEMPTION- PA 161 OF 2013 MCLOUGHLIN, ERIN E 2134 11TH WYANDOTTE, MI 48192 2134 11TH WYANDOTTE, MI 48192	DB18-094	401	82170		41,100	41,100	100.000	100.000	0	0	100.000	100.000
2018 57 013 11 0009 000 GRANT PRE OWNER OCCUPIED 09/28/2017 MURDOCK, WALTER 1071 MOLLNO WYANDOTTE, MI 48192 1071 MOLLNO WYANDOTTE, MI 48192	DB18-059	401	82170		35,900	35,900	0.000	100.000	35,900	35,900	100.000	100.000

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Year Parcel Number

Comments	Petition	Assessed	Taxable	Corrected	Corrected	Corrected	Corrected
Owner/Prop. Addr./Mail Addr.	/Docket	Value	Value PRE/MBT Transfer	Assessed Value	Taxable Value	PRE/MBT EX	Transfer

2018 57 013 18 0014 000	DB18-034	401	82170	29,900	21,864	0.000	0.000	29,900	21,864	100.000	0.000
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GRANT PRE OWNER OCCUPIED 05/05/2008

2017 57 013 18 0014 000	DB18-035	401	82170	26,000	21,415	0.000	0.000	26,000	21,415	100.000	0.000
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GRANT PRE OWNER OCCUPIED 05/05/2008

2016 57 013 18 0014 000	DB18-036	401	82170	24,100	21,224	0.000	0.000	24,100	21,224	100.000	0.000
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GRANT PRE OWNER OCCUPIED 05/05/2008

2015 57 013 18 0014 000	DB18-037	401	82170	22,400	21,161	0.000	0.000	22,400	21,161	100.000	0.000
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GRANT PRE OWNER OCCUPIED 05/05/2008

KINCAID, WANDA M

2268 7TH WYANDOTTE, MI 48192

2268 7TH WYANDOTTE, MI 48192

2018 57 013 19 0017 000	DB18-038	401	82170	34,800	30,493	0.000	0.000	34,800	30,493	100.000	0.000
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GRANT PRE OWNER OCCUPIED 06/25/2015

MACHNIK, JOSEPH

2301 9TH WYANDOTTE, MI 48192

2301 9TH WYANDOTTE, MI 48192

2018 57 013 25 0021 001	DB18-093	401	82170	32,300	21,436	0.000	0.000	32,300	21,436	100.000	0.000
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GRANT PRE OWNER OCCUPIED 05/31/2004

2017 57 013 25 0021 001	DB18-092	401	82170	25,600	20,996	0.000	0.000	25,600	20,996	100.000	0.000
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GRANT PRE OWNER OCCUPIED 05/31/2004

2016 57 013 25 0021 001	DB18-091	401	82170	23,700	20,809	0.000	0.000	23,700	20,809	100.000	0.000
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GRANT PRE OWNER OCCUPIED 05/31/2004

2015 57 013 25 0021 001	DB18-090	401	82170	22,000	20,747	0.000	0.000	22,000	20,747	100.000	0.000
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GRANT PRE OWNER OCCUPIED 05/31/2004

MATHIS, MATTHEW

963 WALNUT WYANDOTTE, MI 48192

963 WALNUT WYANDOTTE, MI 48192

2018 57 014 11 0031 000	DB18-039	401	82170	29,000	29,000	0.000	100.000	29,000	29,000	100.000	100.000
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GRANT PRE OWNER OCCUPIED 03/24/2017

SLAGLE, ASHLEY

3056 9TH WYANDOTTE, MI 48192

3056 9TH WYANDOTTE, MI 48192

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Year	Parcel	Number							Corrected	Corrected						
Comments			Petition			Assessed	Taxable		Assessed	Taxable	Corrected	Corrected				
Owner/Prop.	Addr./Mail	Addr.	/Docket	Class	School	Value	Value	PRE/MBT	Transfer	Value	Value	PRE/MBT	EX	Transfer		
2018	57	014	21	0001	000	DB18-113	401	82170	45,300	33,064	0.000	0.000	45,300	33,064	100.000	0.000
GRANT PRE OWNER OCCUPIED 10/02/2014																
2017	57	014	21	0001	000	DB18-114	401	82170	37,300	32,384	0.000	0.000	37,300	32,384	100.000	0.000
GRANT PRE OWNER OCCUPIED 10/02/2014																
2016	57	014	21	0001	000	DB18-115	401	82170	34,500	32,096	0.000	0.000	34,500	32,096	100.000	0.000
GRANT PRE OWNER OCCUPIED 10/02/2014																
2015	57	014	21	0001	000	DB18-116	401	82170	32,000	32,000	0.000	100.000	32,000	32,000	100.000	100.000
GRANT PRE OWNER OCCUPIED 10/02/2014																
RODRIGUEZ, ALEXANDER																
1163 CHESTNUT WYANDOTTE, MI 48192																
1163 CHESTNUT WYANDOTTE, MI 48192																
2018	57	014	22	0013	000	DB18-108	401	82170	44,500	33,789	0.000	0.000	44,500	33,789	100.000	0.000
GRANT PRE OWNER OCCUPIED 02/13/2015																
2017	57	014	22	0013	000	DB18-107	401	82170	35,400	33,095	0.000	0.000	35,400	33,095	100.000	0.000
GRANT PRE OWNER OCCUPIED 02/13/2015																
2016	57	014	22	0013	000	DB18-106	401	82170	32,800	32,800	0.000	100.000	32,800	32,800	100.000	100.000
GRANT PRE OWNER OCCUPIED 02/13/2015																
ARMSTRONG, ROBERT																
1256 OAK WYANDOTTE, MI 48192																
1256 OAK WYANDOTTE, MI 48192																
2018	57	016	02	0388	000	DB18-063	401	82170	64,800	50,939	0.000	0.000	64,800	50,939	100.000	0.000
GRANT PRE OWNER OCCUPIED 09/25/2014																
2017	57	016	02	0388	000	DB18-064	401	82170	58,400	49,892	0.000	0.000	58,400	49,892	100.000	0.000
GRANT PRE OWNER OCCUPIED 09/25/2014																
2016	57	016	02	0388	000	DB18-062	401	82170	53,100	49,447	0.000	0.000	53,100	49,447	100.000	0.000
GRANT PRE OWNER OCCUPIED 09/25/2014																
2015	57	016	02	0388	000	DB18-061	401	82170	49,300	49,300	0.000	100.000	49,300	49,300	100.000	100.000
GRANT PRE OWNER OCCUPIED 09/25/2014																
KEENE, BRIAN																
2495 17TH WYANDOTTE, MI 48192																
2495 17TH WYANDOTTE, MI 48192																
2018	57	017	05	0308	000	DB18-040	401	82170	54,000	54,000	0.000	100.000	54,000	54,000	100.000	100.000
GRANT PRE OWNER OCCUPIED 05/24/2017																
VARITEK, SARAH																
2719 22ND WYANDOTTE, MI 48192																
2719 22ND WYANDOTTE, MI 48192																

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Year	Parcel Number	Comments	Petition		Assessed	Taxable			Corrected	Corrected		
Owner/Prop.	Addr./Mail Addr.	/Docket	Class	School	Value	Value	PRE/MBT	Transfer	Value	Value	PRE/MBT EX	Corrected
												Transfer
2018 57 017 05 0371 000		DB18-041	401	82170	40,600	40,600	0.000	100.000	40,600	40,600	100.000	100.000
GRANT PRE OWNER OCCUPIED 09/01/2017												
SNYDER, JACOB/CUNNINGHAM, HANA												
3199 22ND WYANDOTTE, MI 48192												
3199 22ND WYANDOTTE, MI 48192												
2018 57 018 01 0131 002		DB18-042	401	82170	35,500	30,822	0.000	0.000	35,500	30,822	100.000	0.000
GRANT PRE OWNER OCCUPIED 07/17/2009												
2017 57 018 01 0131 002		DB18-043	401	82170	35,000	30,189	0.000	0.000	35,000	30,189	100.000	0.000
GRANT PRE OWNER OCCUPIED 07/17/2009												
2016 57 018 01 0131 002		DB18-044	401	82170	34,000	29,920	0.000	0.000	34,000	29,920	100.000	0.000
GRANT PRE OWNER OCCUPIED 07/17/2009												
2015 57 018 01 0131 002		DB18-045	401	82170	31,600	29,831	0.000	0.000	31,600	29,831	100.000	0.000
GRANT PRE OWNER OCCUPIED 07/17/2009												
RAJ, GAIL												
3542 15TH WYANDOTTE, MI 48192												
3542 15TH WYANDOTTE, MI 48192												
2018 57 018 01 0287 000		DB18-077	401	82170	36,300	33,381	0.000	0.000	36,300	33,381	100.000	0.000
GRANT PRE OWNER OCCUPIED 10/27/2016												
2017 57 018 01 0287 000		DB18-076	401	82170	37,900	32,695	0.000	0.000	37,900	32,695	100.000	0.000
GRANT PRE OWNER OCCUPIED 10/27/2016												
BROADDUS, CHRISTINA												
3598 16TH WYANDOTTE, MI 48192												
3598 16TH WYANDOTTE, MI 48192												
2018 57 018 02 0707 000		DB18-046	401	82170	35,000	27,943	0.000	0.000	35,000	27,943	100.000	0.000
GRANT PRE OWNER OCCUPIED 01/29/1966 RECINDED IN ERROR WHEN THE PROPERTY WAS TRANSFERRED TO LIFEESTATE												
ODINE, JANET												
3595 19TH WYANDOTTE, MI 48192												
3595 19TH WYANDOTTE, MI 48192												
2018 57 018 09 0065 002		DB18-124	401	82170	38,000	36,262	100.000	0.000	23,300	23,300	100.000	0.000
ROCKMAN, MARY												
3672 22ND WYANDOTTE, MI 48192												
3672 22ND WYANDOTTE, MI 48192												

12/13/2018
04:06 PM

2018 Dec. BOR Change Summary

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Year Parcel Number

Comments	Petition			Assessed	Taxable			Corrected	Corrected		
Owner/Prop. Addr./Mail Addr.	/Docket	Class	School	Value	Value	PRE/MBT	Transfer	Assessed	Taxable	Corrected	Corrected
								Value	Value	PRE/MBT EX	Transfer

2018 57 019 13 0074 000	DB18-120	401	82170	41,300	39,764	0.000	0.000	41,300	39,764	100.000	0.000
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GRANT PRE OWNER OCCUPIED 11/01/2015

2017 57 019 13 0074 000	DB18-119	401	82170	39,800	38,947	0.000	0.000	39,800	38,947	100.000	0.000
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GRANT PRE OWNER OCCUPIED 11/01/2015

2016 57 019 13 0074 000	DB18-118	401	82170	38,600	38,600	0.000	100.000	38,600	38,600	100.000	100.000
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GRANT PRE OWNER OCCUPIED 11/01/2015

KEY, DEBORAH

4237 16TH WYANDOTTE, MI 48192

4237 16TH WYANDOTTE, MI 48192

2018 57 019 27 0017 000	DB18-121	401	82170	30,400	30,400	100.000	100.000	11,900	11,900	100.000	100.000
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GRANT POVERTY FOR 1 (ONE) YEAR

SCIBOR, RAYMOND

4626 17TH WYANDOTTE, MI 48192

4626 17TH WYANDOTTE, MI 48192

2018 57 020 06 0007 002	DB18-047	401	82170	60,200	60,200	0.000	100.000	60,200	60,200	100.000	100.000
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GRANT PRE OWNER OCCUPIED 03/17/2017

DEWALDT, TAMMI K

3522 3RD WYANDOTTE, MI 48192

3522 3RD WYANDOTTE, MI 48192

2018 57 021 01 0008 000	DB18-048	401	82170	101,200	74,554	0.000	0.000	101,200	74,554	100.000	0.000
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GRANT PRE OWNER OCCUPIED 11/17/2011

2017 57 021 01 0008 000	DB18-049	401	82170	92,200	73,021	0.000	0.000	92,200	73,021	100.000	0.000
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GRANT PRE OWNER OCCUPIED 11/17/2011

2016 57 021 01 0008 000	DB18-050	401	82170	82,300	72,370	0.000	0.000	82,300	72,370	100.000	0.000
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GRANT PRE OWNER OCCUPIED 11/17/2011

2015 57 021 01 0008 000	DB18-051	401	82170	76,400	72,154	0.000	0.000	76,400	72,154	100.000	0.000
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GRANT PRE OWNER OCCUPIED 11/17/2011

BIAS, DANNY JR

802 ORANGE WYANDOTTE, MI 48192

802 ORANGE WYANDOTTE, MI 48192

2018 57 021 09 0001 000	DB18-117	401	82170	40,700	35,516	0.000	0.000	40,700	35,516	100.000	0.000
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GRANT PRE OWNER OCCUPIED 07/20/2017

HART, CAROLYN L

3541 11TH WYANDOTTE, MI 48192

3541 11TH WYANDOTTE, MI 48192

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Year Parcel Number

Comments

Owner/Prop. Addr./Mail Addr.

Petition

/Docket

Class

School

Assessed

Value

Taxable

Value

PRE/MBT

Transfer

Corrected

Assessed

Value

Corrected

Taxable

Value

Corrected

PRE/MBT EX

Corrected

Transfer

2018 57 021 14 0129 002 DB18-052 401 82170 44,200 44,200 0.000 0.000 44,200 44,200 100.000 0.000

GRANT PRE OWNER OCCUPIED 06/17/2016

FRENCH, SEAN M

3598 14TH WYANDOTTE, MI 48192

3598 14TH WYANDOTTE, MI 48192

2018 57 255 01 9809 001 DB18-129 205 82170 76,500 28,915 0.000 0.000 76,500 28,915 0.000 0.000

CHANGE IN TAXATION FROM RESTORED FACILITY TO FROZEN ADVALOREM RATE

RISE ABOVE ENTERTAINMENT LLC

93 OAK WYANDOTTE, MI 48192

3582 17TH WYANDOTTE, MI 48192

2018 57 255 01 9810 001 DB18-130 205 82170 0 0 0.000 0.000 37,600 37,600 0.000 0.000

VALUE FOR THE CERTIFICATE ADDED TO THE CFT ROLL FROM ADVALOREM FOR 2ND FLOOR NOT RELATIVE TO THE PENDING NEIGHBORHOOD ENTERPRISE ZONE

RISE ABOVE ENTERTAINMENT LLC

93 OAK WYANDOTTE, MI 48192

3582 17TH WYANDOTTE, MI 48192

2018 57 999 00 0360 800 DB18-055 251 82170 3,200 3,200 100.000 0.000 0 0 100.000 0.000

OUT OF BUSINESS SOLD TO CORRIGAN OIL BUILDING VACANT FOR SALE/LEASE

J D & B LLC

3810 11TH WYANDOTTE, MI 48192

9835 HAWTHORNE GLEN GROSSE ILE, MI 48138

2018 57 999 00 4364 017 DB18-057 251 82170 5,000 5,000 100.000 0.000 0 0 100.000 0.000

DUPLICATE PERSONAL PROPERTY ACCOUNT ASSESSED ON 57 999 00 4444 018 FILED FORM 5076

SILBERT, DAVID DC

2258 EUREKA WYANDOTTE, MI 48192

4602 VALLEYVIEW DR WEST BLOOMFIELD, MI 48323

2018 57 999 00 4391 017 DB18-054 251 82170 2,500 2,500 100.000 0.000 0 0 100.000 0.000

PERSONAL ART STUDIO NO LONGER AT THIS LOCATION

MACDONALD, MARTINE

3509 BIDDLE WYANDOTTE, MI 48192

81 CHESTNUT WYANDOTTE, MI 48192

2018 57 999 00 4448 018 DB18-056 251 82170 12,000 12,000 100.000 0.000 0 0 100.000 0.000

MEDICAL OFFICE SPACE IS LEASED AS A TIMESHARE HOLDER AT THE PROPERTY DOES NOT OWN ANY PERSONAL PROPERTY

KHAN, SHAHER DO

1307 FORD WYANDOTTE, MI 48192

26850 PROVIDENCE PARKWAY #125 NOVI, MI 48374

12/13/2018

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2018 Dec. BOR Change Summary

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Year Parcel Number

Comments

Owner/Prop. Addr./Mail Addr.

Petition

/Docket

Class

School

Assessed

Value

Taxable

Value

PRE/MBT

Transfer

Corrected

Assessed

Value

Corrected

Taxable

Value

Corrected

PRE/MBT EX

Corrected

Transfer

2018 57 999 00 4460 018

DB18-053

251

82170

5,000

5,000

100.000

0.000

0

0

100.000

0.000

OUT OF BUSINESS/ SIGN REMAINED UP BUT BUSINESS CLOSED PROPERTY VACANT

SUBMARINA INC

3387 FORT WYANDOTTE, MI 48192

4646 WOODWORTH ST DEARBORN, MI 48126

5,360,200 4,736,821

*Winter PRE Change

THE BOARD OF REVIEW OF CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN HEREBY AFFIRMS THAT THE
 ABOVE INFORMATION IS CORRECT TO THE BEST OF OUR KNOWLEDGE

Signatures of Board of Review Members

Member

Member

Member

Member

Member

Dated

12/13/18

Approved as of 12/18/2018

CITY OF WYANDOTTE

MINUTES OF THE BROWNFIELD REDEVELOPMENT AUTHORITY (BRDA)

The meeting of the Board of Directors of the BRDA was called to order by Chairman Charles Mix on Tuesday, September 18, 2018 at 8:41 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Melissa Armatis, Stephanie Badalamenti, Todd Drysdale, Joe Maher, Charles Mix and Paul LaManes

BOARD MEMBERS ABSENT: Al Sliwinski (Excused), Larry Garmo (Excused)

Minutes of Previous Meeting (July 17th, 2018)

The minutes of the meeting of July 17th, 2018, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Armatis. The motion passed unanimously with no objections.

Presentations/Persons in Attendance – None

Communications

Communication was brought forth for recommended amendments to the FY2018 BRDA budget due to differences in taxable value, interest calculations and project support services regarding Brownfield Plan #7 - Labadie.

Resolutions

Resolution by the Brownfield Redevelopment Authority (BRDA) recommending approval by the Wyandotte City Council of amendments to the FY2018 BRDA budget.

Dated: September 18, 2018

WHEREAS, the City of Wyandotte Brownfield Redevelopment Authority (BRDA) has received a recommendation for amendments to the FY2018 BRDA Consolidated Budget, and

WHEREAS, discussion ensued by the BRDA Board regarding the recommended amendments to the FY2018 budget; now

THEREFORE, BE IT RESOLVED by the City of Wyandotte Brownfield Redevelopment Authority recommending approval by the Wyandotte City Council of the recommended amendments to the Fiscal 2018 BRDA Consolidated Budget.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER: Armatis

SUPPORTED BY MEMBER: Maher

<u>YEAS</u>	<u>MEMBER</u>	<u>NAYS</u>
<u> X </u>	Armatis	<u> </u>
<u> X </u>	Badalamenti	<u> </u>
<u> X </u>	Drysdale	<u> </u>
<u> </u>	Garmo	<u> </u>
<u> X </u>	LaManes	<u> </u>
<u> X </u>	Maher	<u> </u>
<u> X </u>	Mix	<u> </u>
<u> </u>	Sliwinski	<u> </u>

ABSTAIN: None

ABSENT: Sliwinski (Excused) and Garmo (Excused)

 6 Yeas; 0 Nays; 0 Abstention(s).

Motion X passes; fails

Other/Old Business - None

Late Items - None

Next Meeting

The next meeting of the BRDA Board will be held Tuesday, October 16th, 2018 at 8:30 AM.

Adjournment

The BRDA meeting was adjourned at 8:47 AM through a motion by Member Armatis, supported by Member Badalamenti. Motion passed with no objections.

Paul L. LaManes, Secretary

Approved as of 12/18/2018

CITY OF WYANDOTTE

MINUTES OF THE TAX INCREMENT FINANCE AUTHORITY (TIFA)

The meeting of the Board of Directors of the TIFA was called to order by Chairman Charles Mix on Tuesday, September 18, 2018 at 8:35 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Todd Drysdale, Paul LaManes, Joe Maher, Charles Mix, Stephanie Badalamenti and Melissa Armatis

BOARD MEMBERS ABSENT: Al Sliwinski (Excused), Larry Garmo (Excused)

Minutes of Previous Meeting (July 17th, 2018)

The minutes of the regular meeting of July 17th, 2018, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Armatis. The motion passed unanimously with no objections.

Presentations/Persons in Attendance - None

Communications/Resolutions - None

Other/Old Business - None

Late Items - None

Next Meeting

The next meeting of the TIFA Board will be held Tuesday, October 16th, 2018 at 8:30 AM.

Adjournment

Motion by Member Armatis and Supported by Member Badalamenti for the TIFA meeting to be adjourned at 8:40 AM by, no objections.

Paul L. LaManes, Secretary

Unapproved as of 12/18/2018

CITY OF WYANDOTTE

MINUTES OF THE BROWNFIELD REDEVELOPMENT AUTHORITY (BRDA)

The meeting of the Board of Directors of the BRDA was called to order by Chairman Charles Mix on Tuesday, December 18, 2018 at 8:37 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Melissa Armatis, Stephanie Badalamenti, Al Sliwinski, Joe Maher, Charles Mix and Paul LaManes

BOARD MEMBERS ABSENT: Todd Drysdale (Excused), Larry Garmo (Excused)

Minutes of Previous Meeting (September 18th, 2018)

The minutes of the meeting of September 18th, 2018, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Maher. The motion passed unanimously with no objections.

Presentations/Persons in Attendance – None

Communications

Communication from Paul L. LaManes-TIFA Secretary relative to the 2019 BRDA Meeting Schedule. Discussion ensued regarding the requirements of the Open Meetings Act, (Act 267 of 1976) and the approval of the meeting schedule. Motion by Member Sliwinski, supported by Member Armatis to approve the BRDA meeting schedule for calendar 2019 as presented with the meetings to take place at 8:30 AM on the third Tuesday of each month subsequent to the TIFA meeting. The motion passed with no objections.

Communication was brought forth for the recommended waiver of future annual reports for Brownfield Plan #20 – 3247 Biddle Avenue

Resolutions

Resolution by the Wyandotte Brownfield Redevelopment Authority
Waiving the Requirement to Submit an Annual Report

Dated: December 18, 2018

Brownfield Plan – Site No. 20 – 3247-49 Biddle Avenue

Site Identification : 3247-49 Biddle Avenue, City of Wyandotte, Wyandotte Brownfield Redevelopment Zone, Wayne County, Michigan

WHEREAS, the Wyandotte Brownfield Redevelopment Authority (the "Authority") has received a communication from Paul L. LaManes, Secretary of the Authority, dated December 18, 2018, regarding the Waiver of Future Annual Reports to the Authority for Brownfield Plan No. 20, consisting of property at 3247-49 Biddle Avenue; and

WHEREAS, the owner/developer submitted an Annual Report to the Authority that provided all required information under the Brownfield Redevelopment Financing Act, Act 381 of 1996, as amended, MCL 125.2666(7); and

WHEREAS, construction is completed and the project is fully occupied, and said report provides all the required final data for the completed project.

NOW THEREFORE, BE IT RESOLVED by the Wyandotte Brownfield Redevelopment Authority that the requirement for the owner/developer to submit any future Annual Report to the Authority for the property at 3247-49 Biddle Avenue is hereby waived.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER Badalamenti

SUPPORTED BY MEMBER Sliwinski

<u>YEAS</u>	<u>MEMBER</u>	<u>NAYS</u>
<u>X</u>	Armatis	_____
<u>X</u>	Badalamenti	_____
_____	Drysdale	_____
_____	Garmo	_____
<u>X</u>	LaManes	_____
<u>X</u>	Maher	_____
<u>X</u>	Mix	_____
<u>X</u>	Sliwinski	_____

ABSTAIN _____

ABSENT Drysdale, Garmo

6 Yeas; Nays; Abstention(s).

Motion X passes; fails.

Other/Old Business - None

Late Items - None

Next Meeting

The next meeting of the BRDA Board will be held Tuesday, January 15th, 2018 at 8:30 AM.

Adjournment

The BRDA meeting was adjourned at 8:49 AM through a motion by Member Sliwinski, supported by Member Badalamenti. Motion passed with no objections.

Paul L. LaManes, Secretary

Tax Increment Finance Authority (TIFA)
Brownfield Redevelopment Authority (BRDA)

2019 Monthly Meeting Schedule – Third Tuesday 8:30 AM

LOCATION - 3200 BIDDLE AVENUE - THIRD FLOOR - COUNCIL CHAMBERS
WYANDOTTE, MI 48192

PHONE # 734-324-7194

January 15, 2019
February 19, 2019
March 19, 2019
April 16, 2019
May 21, 2019
June 18, 2019
July 16, 2019
August 20, 2019
September 17, 2019
October 15, 2019
November 19, 2019
December 17, 2019

Unapproved as of 12/18/2018

CITY OF WYANDOTTE

MINUTES OF THE TAX INCREMENT FINANCE AUTHORITY (TIFA)

The meeting of the Board of Directors of the TIFA was called to order by Chairman Charles Mix on Tuesday, December 18, 2018 at 8:30 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Al Sliwinski, Paul LaManes, Joe Maher, Charles Mix, Stephanie Badalamenti and Melissa Armatis

BOARD MEMBERS ABSENT: Todd Drysdale (Excused), Larry Garmo (Excused)

Minutes of Previous Meeting (September 18th, 2018)

The minutes of the regular meeting of September 18th, 2018, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Sliwinski. The motion passed unanimously with no objections.

Presentations/Persons in Attendance - None

Communications/Resolutions –

Communication from Paul L. LaManes-TIFA Secretary relative to the 2019 TIFA Meeting Schedule. Discussion ensued regarding the requirements of the Open Meetings Act, (Act 267 of 1976) and the approval of the meeting schedule. Motion by Member Badalamenti, supported by Member Maher to approve the TIFA meeting schedule for calendar 2019 as presented with the meetings to take place at 8:30 AM on the third Tuesday of each month. The motion passed with no objections.

Other/Old Business - None

Late Items - None

Next Meeting

The next meeting of the TIFA Board will be held Tuesday, January 15th, 2019 at 8:30 AM.

Adjournment

Motion by Member Sliwinski and Supported by Member Badalamenti for the TIFA meeting to be adjourned at 8:36 AM by, no objections.

Paul L. LaManes, Secretary

Tax Increment Finance Authority (TIFA)
Brownfield Redevelopment Authority (BRDA)

2019 Monthly Meeting Schedule – Third Tuesday 8:30 AM

LOCATION - 3200 BIDDLE AVENUE - THIRD FLOOR - COUNCIL CHAMBERS
WYANDOTTE, MI 48192

PHONE # 734-324-7194

January 15, 2019
February 19, 2019
March 19, 2019
April 16, 2019
May 21, 2019
June 18, 2019
July 16, 2019
August 20, 2019
September 17, 2019
October 15, 2019
November 19, 2019
December 17, 2019

User: ktrudell

Post Date from 12/20/2018 - 12/20/2018 Open Receipts

DB: Wyandotte

Receipt #
Description

Date

Cashier

Wkstn

Received Of
Distribution

Amount

Receipt #	Description	Date	Cashier	Wkstn	Received Of Distribution	Amount
O 707125	12/20/2018 ktrudell F2	27TH DIST COURT				
M1	FINES DIST COURT WYAN	101-000-650-010			FINES DIST COURT WYAN	57,138.09
M3	DIST CT RIVERVIEW CASES	101-000-650-012			DIST CT RIVERVIEW CASES	17,112.90
M2	WORK FORCE-WYANDOTTE	101-000-650-011			WORK FORCE-WYANDOTTE	3,597.50
M6	WORK FORCE-RIVERVIEW	101-000-650-017			WORK FORCE-RIVERVIEW	1,020.00
M7	COURT TECHNOLOGY WYANDOTT	101-000-650-018			COURT TECHNOLOGY WYANDOTT	2,940.00
M9	COURT DRUG TESTING FEES	101-000-650-020			COURT DRUG TESTING FEES	345.00
AS	COURT SCREENING ASSESSMEN	101-000-650-021			COURT SCREENING ASSESSMEN	4,165.00
AW	CHEMICAL AWARENESS	101-000-650-024			CHEMICAL AWARENESS	975.00
						87,293.49 CITY CHECK 1219

NOVEMBER 2018

REC# 456419

O 707128	12/20/2018 ktrudell F2	PALMER, BARBARA				
AC	RESERVE-ANIMAL CARE/POUND	101-000-257-078			Reserve-Animal Care	25.00 CITY CHECK 1286

SHELTER DONATION INTENDED FOR POUND
 PALS. KIM SAID DEPOSIT IN ANIMAL CARE
 REC# 456420

O 707131	12/20/2018 ktrudell F2	METLIFE				
RE	RECEIPTS-MISCELLANEOUS	101-000-655-040			RECEIPTS-MISCELLANEOUS	227.64 CITY CHECK 0055507453

TRUST INTERESTS
 REC# 456421

O 707133	12/20/2018 ktrudell F2	METLIFE				
RE	RECEIPTS-MISCELLANEOUS	101-000-655-040			RECEIPTS-MISCELLANEOUS	4.20 CITY CHECK 0055507454

TRUST INTERESTS
 REC# 456422

O 707135	12/20/2018 ktrudell F2	TWO SEVEN OH INC				
M2	MISC CASH/VARIOUS	101-303-850-550			Capital Equipment	5,000.00 CITY CHECK 3331

REIMBURSEMENT GRANT
 REC# 456423

O 707136	12/20/2018 ktrudell F2	CITY OF WYANDOTTE				
EP	PD EMPLOYEE PENSION CONTR	731-000-392-040			Res. Police & Fire Employe	586.85 CITY CHECK 132071

POLICE DEFINED BENEFIT
 REC# 456424

O 707137	12/20/2018 ktrudell F2	ITEDIUM INC				
COBRA	COBRA GUARD (ITEDIUM)	732-000-231-020			Payroll W/H-Hospital Insur	289.90 CITY CHECK 085631

COBRAGUARD-PECK, MEYRING, JOHNSON
 REC# 456425

Total of 7 Receipts

93,427.08

User: ktmdell

Post Date from 12/20/2018 - 12/20/2018 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

*** TOTAL BY GL DISTRIBUTION ***

101-000-257-078 Reserve-Animal Care	25.00
101-000-650-010 FINES DIST COURT WYAN	57,138.09
101-000-650-011 WORK FORCE-WYANDOTTE	3,597.50
101-000-650-012 DIST CT RIVERVIEW CASES	17,112.90
101-000-650-017 WORK FORCE-RIVERVIEW	1,020.00
101-000-650-018 COURT TECHNOLOGY WYANDOTT	2,940.00
101-000-650-020 COURT DRUG TESTING FEES	345.00
101-000-650-021 COURT SCREENING ASSESSMEN	4,165.00
101-000-650-024 CHEMICAL AWARENESS	975.00
101-000-655-040 RECEIPTS-MISCELLANEOUS	231.84
101-303-850-550 Capital Equipment	5,000.00
731-000-392-040 Res. Police & Fire Employee Contrib	586.85
732-000-231-020 Payroll W/H-Hospital Insurance	289.90
TOTAL - ALL GL NUMBERS:	93,427.08

*** TOTAL BY FUND ***

101 General Fund	92,550.33
731 Retirement System Fund	586.85
732 Retiree Health Care Fund	289.90
TOTAL - ALL FUNDS:	93,427.08

*** TOTAL BY BANK ***

Tender Code/Desc.	
GEN GENERAL OPERATING FUND	(CCK) CITY CHECK 92,550.33
TOTAL:	92,550.33
RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM	(CCK) CITY CHECK 876.75
TOTAL:	876.75
TOTAL - ALL BANKS:	93,427.08

*** TOTAL OF ITEMS TENDERED ***

Tender Code/Desc.	
(CCK) CITY CHECK	93,427.08
TOTAL:	93,427.08

*** TOTAL BY RECEIPT ITEMS ***

(1) AC: RESERVE-ANIMAL CARE/POUND	25.00
(1) AS: COURT SCREENING ASSESSMEN	4,165.00
(1) AW: CHEMICAL AWARENESS	975.00
(1) COBRA: COBRA GUARD (ITEDIUM)	289.90
(1) EP: PD EMPLOYEE PENSION CONTR	586.85
(1) M1: FINES DIST COURT WYAN	57,138.09
(1) M2: WORK FORCE-WYANDOTTE	3,597.50
(1) M3: DIST CT RIVERVIEW CASES	17,112.90
(1) M6: WORK FORCE-RIVERVIEW	1,020.00
(1) M7: COURT TECHNOLOGY WYANDOTT	2,940.00
(1) M9: COURT DRUG TESTING FEES	345.00
(1) MZ: MISC CASH/VARIOUS	5,000.00
(2) RE: RECEIPTS-MISCELLANEOUS	231.84
TOTAL - ALL RECEIPT ITEMS:	93,427.08

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 2/2

User: ktrudell

Post Date from 01/03/2019 - 01/03/2019 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

*** TOTAL BY GL DISTRIBUTION ***

101-000-411-085	COUNTY DEL TAX SETTLEMENT	5,395.98
101-000-655-040	RECEIPTS-MISCELLANEOUS	1,502.99
731-000-392-040	Res. Police & Fire Employee Contrib	586.49
TOTAL - ALL GL NUMBERS:		7,485.46

*** TOTAL BY FUND ***

101	General Fund	6,898.97
731	Retirement System Fund	586.49
TOTAL - ALL FUNDS:		7,485.46

*** TOTAL BY BANK ***

Tender Code/Desc.		
GEN	GENERAL OPERATING FUND	6,898.97
TOTAL:		6,898.97
RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM		586.49
TOTAL:		586.49
TOTAL - ALL BANKS:		7,485.46

*** TOTAL OF ITEMS TENDERED ***

Tender Code/Desc.		
(CCK)	CITY CHECK	7,485.46
TOTAL:		7,485.46

*** TOTAL BY RECEIPT ITEMS ***

(1)	EP: PD EMPLOYEE PENSION CONTR	586.49
(2)	RE: RECEIPTS-MISCELLANEOUS	1,502.99
(1)	TS: COUNTY DEL TAX SETTLEMENT	5,395.98
TOTAL - ALL RECEIPT ITEMS:		7,485.46

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 1/2

Post Date from 01/03/2019 - 01/03/2019 Open Receipts

DB: Wyandotte
Receipt #
Description

Date	Cashier	Wkstn	Received Of Distribution	Amount
------	---------	-------	-----------------------------	--------

O RE	709939	01/03/2019	ktrudell	F2	THOMPSON, DARIN 101-000-655-040	RECEIPTS-MISCELLANEOUS	1,492.99	CITY CHECK 1002
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REIMB ADVANCED HOLIDAY PAY, CLOTHING
ALLOW LESS GUN ALLOW, HEALTH REIMB &
VACATION REC# 456426

O RE	709940	01/03/2019	ktrudell	F2	THURSWELL LAW FIRM 101-000-655-040	RECEIPTS-MISCELLANEOUS	10.00	CITY CHECK 90304
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RESCUE REPORT
REC# 456427

O TS	709941	01/03/2019	ktrudell	F2	WAYNE COUNTY TREAS 101-000-411-085	COUNTY DEL TAX SETTLEMENT	5,395.98	CITY CHECK 2596360
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NOV 2018 MONTHLY DEL TAX SETTLEMENT
REC# 456428

O EP	709943	01/03/2019	ktrudell	F2	CITY OF WYANDOTTE 731-000-392-040	Res. Police & Fire Employe	586.49	CITY CHECK 132222
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POLICE DEFINED BENEFIT
P/R ENDING 12/23/18
REC# 456429

Total of 4 Receipts

7,485.46

CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, December 11, 2018. Commissioner Harris called the meeting to order at 6:00 p.m.

ROLL CALL:

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

READING OF JOURNAL

Motioned by Commissioner Heck, supported by Commissioner Harris to approve the minutes as recorded for the meeting held on November 27, 2018. Motion carried unanimously.

UNFINISHED BUSINESS

1. Update on building renovations Station 1

Chief Carley stated still moving along with no completion date as of yet. Lynne reported on issues regarding "Woman" restroom, which is one she uses. She is painfully not satisfied with it and was told it's not in plans to have done. Filthy, toilet leaks, sink and toilet have no glaze and both permanently stained, as well as ceiling open and plaster missing.

COMMUNICATIONS

DEPARTMENTAL

1. Wyandotte Fire Department Monthly Report "November 2108"

Chief Carley stated that for the month there were at total of 223 rescue runs and that \$103,502.00 was billed out. Also noted, we provided 8 mutual aid rescues and received 4. There were 5 structural building fires 1 in town, 2 in Lincoln Park, 1 in River Rouge and 1 in Southgate. Commissioner Heck motioned to receive report and place on file; supported by Commissioner Harris. Motion carried.


DEPARTMENTAL (continued)

2. *Department bills submitted December 5, 2018 in the amount of \$1,648.20*
Commissioner Heck motioned to pay bills and accounts submitted as stated above; supported by Commissioner Harris. Roll call; motion carried.
3. *Daily Reports*
Commissioner Heck motioned to receive and place on file reports; supported by Commissioner Harris. Motion carried.
4. *Grievance written answer #18-01, Step 2*
Commissioner Heck motioned to deny Grievance #18-01, Step 2 and to forward to next step; supported by Commission Harris. Motion carried.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:30 p.m.

Respectfully submitted,

 1-8-19

Bobie Heck
Secretary

MI/lm



December 19, 2018

CITY OF WYANDOTTE FIRE FIGHTER'S CIVIL SERVICE COMMISSION MINUTES

A Regular Meeting of the City of Wyandotte Fire Fighter's Civil Service Commission was called to order by President Ptak at 5:20 p.m. on December 19, 2018, in the Second Floor Boardroom of City Hall, 3200 Biddle Avenue, Wyandotte, Michigan.

ROLL CALL

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

ABSENT: Commissioner George Lovell, Vice President

ALSO PRESENT: Beth Lekity, Recording Secretary

APPROVAL OF MINUTES

Motion by Liberacki, Supported by Ptak

To approve the minutes of the December 5, 2018 meeting of the Firefighter's Civil Service Commission.

COMMUNICATIONS

OLD BUSINESS

NEW BUSINESS

1. Fire Lieutenant Test
 - a. Proctoring of Exam
 - b. Point Calculations

2. Certification of Fire Captain Exam Results

Motion by Ptak, Supported by Liberacki

To accept the results of the December 2018 Fire Captain Exam as presented by EMPCO, Inc. and to direct the recording secretary to update and distribute a revised eligibility list. MOTION CARRIED

3. Review of Resumes for Vacancy in Commissioner Seat

Motion by Liberacki, Supported by Ptak

To consider resumes received to fill the vacancy in the open Civil Service Commission seat and to appoint a new commissioner at the January 9th meeting of the Commission. MOTION CARRIED

4. Scheduling of Assistant Fire Chief Examination – due 5/13/2019

Motion by Commissioner Ptak, Supported by Commissioner Liberacki

To schedule the Assistant Fire Chief Exam for the date of May 8, 2019, and to direct the Recording Secretary to create the documents necessary to begin the candidate application process. MOTION CARRIED

DATE OF NEXT COMMISSION MEETING: January 9, 2019

December 19, 2018

ADJOURNMENT

Motion by Liberacki, Supported by Ptak to adjourn this meeting of the Firefighter's Civil Service Commission at 6:09 p.m. MOTION CARRIED

A handwritten signature in cursive script, reading "Beth Lekity", written in dark ink.

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

MOTION by Commissioner Gouth and SECONDED by Commissioner Harris to authorize the General Manager to approve a FY2019 budget amendment for wages and benefits of \$61,875 to

December 12, 2018

Wyandotte Municipal Services Commission
Regular Meeting Minutes

budget and hire an additional Department Helper for the Electric T&D Department, as recommended by WMS Management.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, Thiede, and Gouth

NAYS: None

Motion passes

Resolution #12-2018-03

MOTION by Commissioner Thiede and SECONDED by Commissioner Harris to authorize the General Manager to accept sealed bid #4742 from the lowest bidder, RVP Construction, Inc. in the amount of \$150,655.00 for Water Main Replacement on Maple Street between 2nd Street and 3rd Street, as recommended by WMS Management.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, Thiede, and Gouth

NAYS: None

Motion passes

Resolution #12-2018-04

MOTION by Commissioner Thiede and SECONDED by Commissioner Gouth to authorize the General Manager to approve the purchase of a Ford Transit Service/Cargo Van from Gorno Ford by the Cable Department for an amount not to exceed \$30,856, as secured through the State of Michigan MiDEAL vehicle bid contract #071B7700181, additionally outfitted for Cable Service/Installation Technician operation, as recommended by WMS Management.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, Thiede, and Gouth

NAYS: None

Motion passes

Resolution #12-2018-05

MOTION by Commissioner Gouth and SECONDED by Commissioner Thiede to authorize the General Manager to execute the retransmission consent agreement with Graham Media Group, Inc for continued carriage of NBC (WDIV Detroit), ME TV, and This Detroit TV for the period January 1, 2019 through December 31, 2020, as recommended by WMS Management.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, Thiede, and Gouth

NAYS: None

Motion passes

December 12, 2018

Wyandotte Municipal Services Commission
Regular Meeting Minutes

Resolution #12-2018-06

MOTION by Commissioner Thiede and SECONDED by Commissioner Gouth to execute the Statement of Work-SOW #:290101- Wyandotte –Expanding Technology Consulting-SOW with ARRIS Global Services, Inc, at a cost of \$200,000 for professional services related to FTTH/FTTP, Headend migration and outside Cable Plant, as recommended by WMS Management.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, Thiede, and Gouth

NAYS: None

Motion passes

Reports and Communications:

- Monthly Subscriber Reports- November 2018
- 2019 Commission Meeting Calendar
- 2019 Holiday Calendar

MOTION by Commissioner Thiede and SECONDED by Commissioner Harris to receive and place on file the reports and communications presented on the agenda.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, Thiede, and Gouth

NAYS: None

Motion passes

Approval of Vouchers:

MOTION by Commissioner Harris and SECONDED by Commissioner Gouth that the vouchers be paid as submitted.

#5362 \$976,229.69

#5363 \$ 580,506.47

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, Thiede, and Gouth

NAYS: None

Vouchers approved

Late Items:

None

Motion by Commissioner Thiede and SECONDED by Commissioner Harris to now adjourn at 5:09PM. Roll attached. No objections to adjournment of meeting.

Next Regular Meeting - Wednesday, December 26, 2018 at 5 PM

December 12, 2018

Wyandotte Municipal Services Commission
Regular Meeting Minutes

X

Paul LaManes
General Manager/Secretary

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, October 18, 2018, Meeting
MINUTES AS RECORDED

The meeting was called to order by Vice-Chairperson Lupo at 6:30 p.m.

COMMISSIONERS PRESENT: Adamczyk, Benson, Lupo, Mayhew, Parker, Rutkowski

COMMISSIONERS EXCUSED: Duran, Pasko, Sarnacki

ALSO PRESENT: Ben Tallerico, Planning Consultant
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

None

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER BENSON supported by Commissioner Parker, to approve the minutes of the regular Meeting of August 16, 2018, (September 20, 2018 meeting canceled)
MOTION PASSED.

OLD BUSINESS:

None

NEW BUSINESS:

1. Review of the landscape plan and parking lot layout for the extension of Parking Lot #11 located on Oak Street between 1st Street and 2nd Street, Wyandotte, Michigan as submitted by Engineering Department.

MOTION BY COMMISSIONER PARKER, Supported by Commissioner Mayhew, that the site plan for the proposed Lot #11 parking lot extension, Wyandotte as submitted by Engineering Department is hereby APPROVED by the Planning Commission.

YEAS: ADAMCZYK, BENSON, LUPO, MAYHEW, PARKER, RUTKOWSKI

NAYS: NONE ABSENT: DURAN, PASKO, SARNACKI

MOTION PASSED

2. **PUBLIC HEARING** to hear comments regarding changes to ARTICLE II – Definitions, Section 201 Specific Terms and Article XXIV General Provisions, Section 2403 Parking Requirements of the City of Wyandotte Zoning Ordinance.

MOTION BY COMMISSIONER BENSON, Supported by Commissioner Parker, that the Planning Commission concurs with the recommendation of the additional and amended terms and the parking provisions regarding high rise condominium(s) or apartment(s) to the City of Wyandotte Zoning Ordinance entitled Article II – Definitions and Article XXIV General Provisions as presented.

YEAS: ADAMCZYK, BENSON, LUPO, MAYHEW, PARKER, RUTKOWSKI

NAYS: NONE ABSENT: DURAN, PASKO, SARNACKI

MOTION PASSED

PERSONS IN THE AUDIENCE:

None

OTHER BUSINESS:

- Ben Tallerico, Beckett & Raeder. Mr. Tallerico discussed training that is available to the commissioners and indicated that he would talk to the City Administration on scheduling a date and time.

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Parker to: Pay Beckett & Raeder for Planning Consultant fee for September and October 2018 in the amount of \$1,400

YEAS: ADAMCZYK, BENSON, LUPO, MAYHEW, PARKER, RUTKOWSKI

NAYS: NONE ABSENT: DURAN, PASKO, SARNACKI

MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER PARKER, supported by Commissioner Benson to adjourn the meeting at 7:05 PM.

PUBLIC HEARING to hear comments regarding changes to ARTICLE II – Definitions and Article XXIV General Provisions of the City of Wyandotte Zoning Ordinance.

Vice-Chairperson Lupo opened the public hearing and asked if there was anyone present who wished to speak regarding this hearing.

Commissioner Benson asked if there were multiple uses in a high rise how would the parking be calculated.

Mr. Tallerico indicated that each use in the building would have their own parking requirements that would have to be met. (i.e. So many for residential use and so many for commercial use.)

There being no further discussion, the hearing was closed.

No communication(s) were received.

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, November 15, 2018, Meeting
MINUTES AS RECORDED

The meeting was called to order by Chairperson Pasko at 6:30 p.m.

COMMISSIONERS PRESENT: Adamczyk, Benson, Duran, Lupo, Mayhew, Parker, Pasko,
Rutkowski, Sarnacki

COMMISSIONERS EXCUSED: None

ALSO PRESENT: Ben Tallerico, Planning Consultant
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

None

OLD BUSINESS:

None

NEW BUSINESS:

None

OTHER BUSINESS:

Work Session was held to discuss the proposed Master Plan as prepared by the Smith Group.
Proposed Master Plan is attached.

PERSONS IN THE AUDIENCE:

None

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER BENSON, supported by Commissioner Parker to: Pay Beckett &
Raeder for Planning Consultant fee for November 2018 in the amount of \$700

YEAS: ADAMCZYK, BENSON, DURAN, LUPO, MAYHEW, PARKER, PASKO, RUTKOWSKI,
SARNACKI

NAYS: NONE

ABSENT: NONE

MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER LUPO, supported by Commissioner Duran to adjourn the meeting at
7:15 PM.

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, December 20, 2018, Meeting
MINUTES AS RECORDED

The meeting was called to order by Chairperson Pasko at 6:30 p.m.

COMMISSIONERS PRESENT: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

COMMISSIONERS EXCUSED: Adamczyk, Benson, Duran

ALSO PRESENT: Ben Tallerico, Planning Consultant
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

None

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Lupo to approve the minutes of the Meeting of October 18, 2018 and November 15, 2018. MOTION PASSED

OLD BUSINESS:

None

NEW BUSINESS:

- 1. PUBLIC HEARING** – A request from 1st Metro-Wyandotte, LLC, Applicant and owner, for a Certificate of Occupancy for two (2) apartments on the 2nd floor at 2909 Biddle Avenue, Wyandotte, in a CBD Zoning District where the proposed conflicts with Section 1301.D of the City of Wyandotte Zoning Ordinance.

MOTION BY COMMISSIONER RUTKOWSKI, Supported by Commissioner Mayhew
WHEREAS, the Planning Commission received a request from 1ST Metro-Wyandotte, LLC, Owner and Appellant, for a Certificate of Occupancy for two (2) residential units on the second floor at 2909 Biddle Avenue, Wyandotte in the Central Business District (CBD);
AND

WHEREAS, the Planning Commission held the required public hearing on December 20, 2018, where comments were heard and made part of the file;

NOW, THEREFORE BE IT RESOLVED that the Planning Commission approves the Certificate of Occupancy for two (2) residential units on the second floor at 2909 Biddle Avenue, Wyandotte, provided the Zoning Board of Appeals approves a parking variance.

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

- 2. PUBLIC HEARING** - A request from 4 Tech Signs (Appellant) and Jonathan Hutchinson, (Owner) for a Building Permit for a Pole Sign at 939 Ford Avenue, Wyandotte in a B-2 Zoning District, per Section 2408.F.1.2.b.1 of the City of Wyandotte Zoning Ordinance.

MOTION BY COMMISSIONER MAYHEW, Supported by Commissioner Parker Whereas the Commission reviewed the request of 4 Tech Signs (Appellant) and Jonathan Hutchinson (Owner) for a LED Pole Sign at 939 Ford Avenue, Wyandotte in a B-2 Zoning District;

WHEREAS, the Planning Commission held the required public hearing on December 20, 2018, where comments were heard and made part of the file;

NOW THEREFORE BE IT RESOLVED that the Commission **APPROVES** the request of 4 Tech Signs for an LED Pole Sign at 939 Ford Avenue, Wyandotte, Michigan based on the following reason:

Due to the location of the building on the property and the lot constraints

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

- 3. 2019 Capital Improvements Plan.**

MOTION BY COMMISSIONER SARNACKI, Supported by Commissioner Rutkowski, that the 2019 Capital Improvements Plan for the City of Wyandotte dated November 21, 2018, is hereby received: AND

BE IT FURTHER RESOLVED that the Commission forward said 2019 Capital Improvements Plan to the City Council.

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

- 4. Final DRAFT Master Plan.**

MOTION BY COMMISSIONER RUTKOWSKI, Supported by Commissioner Sarnacki, that the Draft 2018 Master Plan for the City of Wyandotte dated December 2018, is hereby received: AND

BE IT FURTHER RESOLVED that the Commission forwards the Draft 2018 Master Plan to the City Council.

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

OTHER BUSINESS:

- Approval of the 2019 Meeting and Filing Deadline Dates.

MOTION BY COMMISSIONER LUPO, supported by Commissioner Parker to approve the 2019 Meeting and Filing Deadline dates.

MOTION PASSED

- Monthly Report from the City Planner.

Mr. Tallerico reviewed the monthly report with the Commission.

PERSONS IN THE AUDIENCE:

None

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER PARKER, supported by Commissioner Rutkowski to: Pay Beckett & Raeder for Planning Consultant fee for December 2018 in the amount of \$700

YES: Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk, Benson, Duran

MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Parker to adjourn the meeting at 7:25 PM.

PUBLIC HEARING – A request from 1st Metro-Wyandotte, LLC, Applicant and owner, for a Certificate of Occupancy for two (2) apartments on the 2nd floor at 2909 Biddle Avenue, Wyandotte, in a CBD Zoning District where the proposed conflicts with Section 1301.D of the City of Wyandotte Zoning Ordinance.

Chairperson Pasko opened the hearing and asked if there was anyone present who wished to speak about this hearing.

Hussein Mazloun, Owner present.

Mr. Mazloun indicated that they would like to convert the upper commercial area into two (2) residential units.

Susan Zeal, Architect for project. Ms. Zeal indicated that the upper units were not occupied and they were offices.

Commissioner Lupo asked if the items listed on the letter from the City Engineer dated February 2nd have been addressed.

Ms. Zeal indicated that every issue has been addressed.

Commissioner Lupo asked if the City has reviewed it.

Mr. Mazloun stated that the work has not started nor have any permits been issued.

Chairperson Pasko indicated that the owner is here for special approval for the use.

Mr. Mazloun stated that he does not want the area to stay vacant and once the units are converted to residential they will be very nice.

Commissioner Rutkowski asked what the square footage of the units will be.

Mr. Mazloun stated just under 800 square feet with two (2) bedrooms.

There being no other discussion the hearing was closed.

No communications were received regarding this hearing.

PUBLIC HEARING - A request from 4 Tech Signs (Appellant) and Jonathan Hutchinson, (Owner) for a Building Permit for a Pole Sign at 939 Ford Avenue, Wyandotte in a B-2 Zoning District, per Section 2408.F.1.2.b.1 of the City of Wyandotte Zoning Ordinance.

Mr. Tallerico reviewed the Ordinance and requirements and indicated that a pole sign is allowed only when the applicant cannot provide a ground sign. Mr. Tallerico further indicated that there is currently a pole sign at this location.

Chairperson Pasko opened the hearing and asked if there was anyone present who wished to speak about this hearing.

Commissioner Mayhew indicated that the Section that the sign is in violation of should be Section 2408.2.b.1.

Mike Abueida, 4 Tech Sign present.

Mr. Abueida stated that they are requesting to replace a 24 square foot pole sign with a 28 square foot pole sign. The current pole sign is pleasing and there is really no other location for a ground sign that would not interfere with entering or existing the property.

Commissioner Rutkowski asked if the green area just past the current sign could be considered for a ground sign.

Tyler Hutchinson, owner, present.

Mr. Hutchinson indicated that placing a ground sign in that area would obstruct traffic on Electric Street.

Commissioner Rutkowski asked if the driveway on to the property is one-way.

Mr. Hutchinson stated that the driveway just exists onto Ford Avenue.

Commissioner Mayhew indicated that with the right of way on Electric the Owner might not meet the setbacks for a ground sign.

Commissioner Rutkowski asked about the green space on the east side of the building.

Mr. Hutchinson indicated that they are planning to have a survey of the property done because they are not sure where the property lines are on that side of the building.

Commissioner Lupo indicated that the proposed sign will be higher than the building.

Mr. Abueida indicated that the new pole sign could be lowered to be the same height as the building.

Mr. Tallerico asked what the measurement on east side lot line is.

Mr. Hutchinson indicated that they have picnic tables and trash cans on that side, but they are not sure where the property line is.

Commissioner Lupo indicated that this appeal could be held in abeyance until a survey is completed on the property.

Commissioner Parker stated that he does not think there is enough room on the east side and further it would not really serve the business on that side of the property.

There being no other discussion the hearing was closed.

No communications were received regarding this hearing.

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
November 27, 2018

ROLL CALL

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

Absent: NONE

Others Present: NONE

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 November 13, 2018 were presented.

Melzer moved, Heck seconded,
CARRIED, to approve the regular minutes of November 13, 2018, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. 2019 Police and Fire Commission Meeting Calendar

The 2019 Calendar follows the same format as in previous years with meetings being held every second and fourth Tuesday. The Police and Fire Departments will alternate holding their meeting first.

Melzer moved, Heck seconded,
CARRIED, to accept and implement the 2019 Police and Fire Commission Meeting Calendar as presented.

2. Possible Community Implications – Legalization of Recreational Marijuana

Proposal 1 passed in the recent Michigan election, effectively legalizing the use of recreational marijuana in the state. However, federally, it is still illegal.

The new law will take effect December 6th, 2018. There was discussion with the Commission on options communities will have with regulating or prohibiting commercial dispensaries. The Chief will keep the Commission informed on any updates or decisions affecting the city.

Melzer moved, Heck seconded,
CARRIED, to receive and place on file the recreational marijuana related documents Chief Zalewski submitted.

3. Bills and Accounts – November 27, 2018, \$32,683.60

Melzer moved, Heck seconded
A Roll Call was held and the Motion
CARRIED, to approve payment of the bills for November 27, 2018, \$32,683.60

NEW BUSINESS.

1. Shop With A Cop

Chief Zalewski reminded the Commissioners our event is coming up this Monday, December 3, 2018, at the Meijers in Southgate.

2. Police Response to Home Fire

Commissioner Harris wanted to specifically recognize those officers who responded to a recent home fire and saved a woman who was trapped in her basement. Those officers included C. Barwig, J. Webb, N. Stathakis and A. Stathakis.

All of the Commissioners were grateful for the officers' efforts as well as the firefighters who were on scene.

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 6:53 p.m.

Melzer moved, Heck seconded,
CARRIED, to adjourn meeting at 6:53 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department

A handwritten signature in blue ink, followed by the date "1-8-19" written vertically.

SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 11/01/2018 00:00:00 - 11/30/2018 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	3	3	0%	0:03:45	0:03:48	0:43:31	1:48:11	0:36:04
	911C	0	0	3	3	0%	0:04:10	0:06:30	0:09:18	0:59:55	0:19:58
	ABANDONED AUTO	0	24	11	35	2%	2:50:15	0:14:05	0:14:26	81:30:27	2:19:44
	ACCIDENT/NON TRAFFIC AREA	0	0	1	1	0%	0:02:53	0:05:50	0:04:20	0:13:04	0:13:04
	ACCIDENT/PERSONAL INJURY	0	0	7	7	0%	0:02:43	0:02:23	0:31:36	4:17:00	0:36:43
	ACCIDENT/PROPERTY DAMAGE	0	4	25	29	2%	0:05:13	0:05:32	0:49:25	26:12:20	0:54:13
	ACCIDENTAL DAMAGE	0	0	7	7	0%	0:02:51	0:07:14	0:32:36	4:35:41	0:39:23
	ALARM	0	6	37	43	3%	0:06:27	0:04:51	0:09:37	13:35:24	0:18:58
	ANIMAL BITE	0	0	1	1	0%	0:02:50	0:11:19	0:39:19	0:53:29	0:53:29
	ANIMAL COMPLAINT	0	2	5	7	0%	0:03:43	0:06:21	0:13:37	2:32:07	0:21:44
	ASSAULT & BATTERY	0	2	5	7	0%	0:01:57	0:06:18	0:15:55	3:00:27	0:25:47
	ASSAULT & BATTERY IN PROGRESS	0	0	1	1	0%	0:03:22	0:04:16	0:11:30	0:19:09	0:19:09
	ASSIST OTHER AGENCY	0	4	13	17	1%	0:04:28	0:08:11	0:10:10	8:11:40	0:28:55
	BREAKING & ENTERING	0	0	7	7	0%	0:03:44	0:07:36	0:53:22	6:50:48	0:58:41
	BUILDING CHECK	0	2	4	6	0%	0:03:30	0:05:54	0:07:47	1:27:50	0:14:38
	BUSINESS STOP	0	18	0	18	1%	0:00:01	0:00:00	0:12:24	3:43:30	0:12:25
	CHECK WELL BEING	0	3	38	41	2%	0:05:24	0:05:01	0:20:52	20:20:34	0:29:46
	CHILD ABUSE/NEGLECT	0	1	4	5	0%	0:02:26	0:06:00	0:28:14	2:57:25	0:35:29
	CITIZEN ASSIST	0	11	13	24	1%	0:04:23	0:05:12	0:08:24	6:04:08	0:15:10
	CIVIL DISPUTES	0	4	15	19	1%	0:05:58	0:05:35	0:19:00	10:00:36	0:31:37
	CRIMINAL SEXUAL CONDUCT	0	1	2	3	0%	0:02:13	0:00:00	0:33:05	0:52:09	0:17:23
Other	DEATH INVESTIGATION	0	3	6	9	1%	0:04:57	0:03:30	1:48:34	16:16:53	1:48:33
	DETAIL	0	2	0	2	0%	0:00:01	0:00:00	0:59:36	1:59:14	0:59:37
	DISORDERLY	0	5	29	34	2%	0:04:16	0:04:29	0:26:22	19:05:37	0:33:42

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DOMESTIC	0	2	41	43	3%	0:04:32	0:05:35	1:03:37	51:37:22	1:12:02
	DUMPING	0	0	1	1	0%	0:02:22	0:05:30	2:57:21	3:05:14	3:05:14
	FELONIOUS ASSAULT	0	0	2	2	0%	0:32:09	0:04:31	1:37:53	4:29:06	2:14:33
	FIELD CONTACTS	0	4	0	4	0%	0:00:01	0:00:00	0:07:32	0:30:11	0:07:33
	FIGHT	0	1	3	4	0%	0:01:11	0:00:54	0:14:54	1:05:56	0:16:29
	FIRE	0	0	4	4	0%	0:00:33	0:05:46	1:18:30	5:39:17	1:24:49
	FOLLOW-UP	0	18	2	20	1%	0:00:58	0:08:21	0:24:06	8:30:06	0:25:30
	FOUND PROPERTY	0	3	5	8	0%	0:06:20	0:06:42	0:06:47	2:25:11	0:18:09
	FRAUD	0	0	6	6	0%	0:04:29	0:12:30	0:14:26	3:16:22	0:32:44
	FUEL	0	24	0	24	1%	0:00:01	0:00:00	0:05:02	2:11:44	0:05:29
	GAS PUMP	0	11	0	11	1%	0:00:01	0:00:00	0:02:33	0:28:19	0:02:34
	HARASSMENT	0	1	6	7	0%	0:14:36	0:04:25	0:47:41	7:27:59	1:04:00
	HEALTH & SAFETY VIOLATION	0	1	0	1	0%	0:00:00	0:00:00	0:25:33	0:25:33	0:25:33
	HIT & RUN ACCIDENT	0	3	12	15	1%	0:10:47	0:07:18	1:48:01	27:51:00	1:51:24
	IDENTITY THEFT	0	1	1	2	0%	0:00:15	0:03:00	0:05:59	0:15:15	0:07:38
	INTERNET	0	0	2	2	0%	0:02:29	0:05:52	0:20:03	0:56:49	0:28:25
	JUVENILE COMPLAINT	0	1	1	2	0%	0:01:04	0:04:30	0:14:51	0:40:51	0:20:26
	LARCENY	0	2	21	23	1%	0:06:32	0:09:46	0:24:39	14:07:38	0:36:51
	LIQUOR LAW VIOLATION	0	1	0	1	0%	0:00:01	0:00:00	0:11:59	0:12:00	0:12:00
	LOST PROPERTY	0	0	2	2	0%	0:02:21	0:23:46	0:06:07	1:04:27	0:32:14
	MALICIOUS DESTRUCTION	0	1	11	12	1%	0:06:03	0:07:22	0:12:57	5:04:51	0:25:24
	MENTAL	0	1	3	4	0%	0:13:22	0:04:01	0:20:17	2:26:42	0:36:41
	MISCELLANEOUS	0	8	9	17	1%	0:02:06	0:18:59	1:40:27	27:00:44	1:35:20
	MISSING PERSON	0	1	4	5	0%	0:02:22	0:06:42	0:46:17	3:48:07	0:45:37
	MISSING PERSON - RECOVERED	0	0	2	2	0%	0:03:01	0:05:50	0:15:01	0:47:43	0:23:52
	NARCOTICS INVESTIGATION	0	0	3	3	0%	0:02:46	0:03:31	0:26:53	1:39:33	0:33:11
	NEIGHBORHOOD DISPUTE	0	1	4	5	0%	0:06:22	0:02:57	0:15:33	1:55:03	0:23:01
	NOISE COMPLAINT	0	0	18	18	1%	0:10:21	0:05:05	0:14:54	10:09:33	0:33:52

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	OPERATING UNDER THE INFLUENCE	0	7	1	8	0%	0:00:14	0:00:48	2:23:15	19:08:15	2:23:32
	ORDINANCE VIOLATION	0	18	4	22	1%	0:05:54	0:06:01	0:14:48	6:57:57	0:19:00
	OVERDOSE	0	0	1	1	0%	0:03:30	0:03:43	0:02:35	0:09:48	0:09:48
	PARKING COMPLAINTS	0	5	17	22	1%	0:03:59	0:04:40	0:14:18	8:11:36	0:22:21
	PATROL CHECK	0	292	1	293	17%	0:00:02	0:03:32	0:16:25	80:29:22	0:16:29
	PRISONER TRANSPORT	0	1	1	2	0%	0:00:17	0:02:06	0:16:28	0:35:38	0:17:49
	RADAR ENFORCEMENT	0	10	0	10	1%	0:00:01	0:00:00	0:33:00	5:30:16	0:33:02
	RECKLESS DRIVING	0	0	3	3	0%	0:23:25	0:03:17	0:07:40	1:32:53	0:30:58
	RECOVERED STOLEN VEH / PROP	0	0	2	2	0%	0:04:15	0:07:02	0:06:19	0:35:13	0:17:37
	RESCUE EMERGENCY	0	0	13	13	1%	0:02:01	0:03:14	0:31:46	7:42:37	0:35:35
	RESIDENTIAL CHECK	0	2	1	3	0%	0:00:55	0:11:42	0:04:16	0:38:58	0:12:59
	RETAIL FRAUD	0	0	1	1	0%	0:01:23	0:02:24	0:21:20	0:25:07	0:25:07
	ROBBERY	0	0	1	1	0%	0:22:42	0:05:00	0:35:35	1:03:18	1:03:18
	RUNAWAY JUVENILE	0	0	1	1	0%	0:08:18	0:01:29	0:12:29	0:22:17	0:22:17
	SICK PERSON	0	1	0	1	0%	0:00:01	0:00:00	0:01:50	0:01:51	0:01:51
	STOLEN VEHICLE	0	0	4	4	0%	0:14:53	0:07:28	0:59:18	5:26:41	1:21:40
	SUICIDE	0	0	8	8	0%	0:03:08	0:06:19	1:15:41	11:21:03	1:25:08
	SURVEILLANCE	0	1	0	1	0%	0:00:00	0:00:00	5:22:43	5:22:43	5:22:43
	SUSPICIOUS INCIDENT	0	13	23	36	2%	0:03:38	0:04:06	0:57:11	37:08:24	1:01:54
	SUSPICIOUS PERSON	0	26	19	45	3%	0:04:08	0:04:24	0:17:22	16:18:46	0:21:45
	SUSPICIOUS VEHICLE	0	10	12	22	1%	0:04:44	0:04:18	0:09:38	6:11:58	0:16:54
	TAMPERING WITH AUTO	0	0	4	4	0%	0:02:00	0:02:46	0:41:43	3:05:56	0:46:29
	THREATS	0	0	11	11	1%	0:09:22	0:04:30	0:25:02	6:59:45	0:38:10
	TRAFFIC HAZARD	0	5	6	11	1%	0:04:43	0:09:05	0:03:29	1:50:44	0:10:04
	TRAFFIC STOP	0	542	1	543	32%	0:00:01	0:01:51	0:08:07	73:30:54	0:08:08
	TRESPASSING	0	1	1	2	0%	0:01:20	0:06:53	0:48:03	1:52:33	0:56:17

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	VIOLATION OF PUBLIC HEALTH COE	0	11	1	12	1%	0:00:49	0:11:17	1:35:49	19:27:49	1:37:19
	VIOLATION ROAD LAWS	0	26	1	27	2%	0:00:24	0:20:07	0:50:25	23:08:11	0:51:25
	WARRANT	13	2	6	21	1%	0:01:51	0:02:45	0:54:04	6:56:21	0:52:03
	WEAPONS	0	0	1	1	0%	0:01:11	0:06:42	1:21:54	1:29:47	1:29:47
	Subtotals for No Summary Code	13	1150	545	1708	100%	0:06:28	0:06:12	0:36:24	780:36:55	0:44:50
	Subtotals for WYPD	13	1150	545	1708	100%	0:06:28	0:06:12	0:36:24	780:36:55	0:44:50

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Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 12/01/2018 00:00:00 - 12/31/2018 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	1	1	0%	0:01:45	0:08:02	0:14:22	0:24:10	0:24:10
	911C	0	0	3	3	0%	0:01:56	0:06:19	0:06:35	0:44:32	0:14:51
	ABANDONED AUTO	0	34	9	43	3%	1:45:41	0:15:09	0:08:11	66:07:46	1:32:16
	ACCIDENT/NON TRAFFIC AREA	0	0	2	2	0%	0:04:22	0:05:17	0:10:08	0:33:03	0:16:32
	ACCIDENT/PERSONAL INJURY	0	0	6	6	0%	0:04:38	0:06:27	0:32:47	4:23:13	0:43:52
	ACCIDENT/PROPERTY DAMAGE	0	3	34	37	2%	0:03:11	0:07:28	0:32:59	26:09:43	0:42:25
	ACCIDENTAL DAMAGE	0	0	5	5	0%	0:03:40	0:04:32	0:18:22	2:12:57	0:26:35
	ALARM	0	0	39	39	2%	0:03:01	0:04:46	0:10:24	11:49:49	0:18:12
	ANIMAL BITE	0	0	1	1	0%	0:01:45	0:03:25	0:46:19	0:51:30	0:51:30
	ANIMAL COMPLAINT	0	1	8	9	1%	0:57:26	0:03:52	0:16:31	10:31:26	1:10:10
	ASSAULT & BATTERY	0	0	5	5	0%	0:02:11	0:25:23	0:22:10	2:37:47	0:31:33
	ASSIST OTHER AGENCY	0	3	21	24	1%	0:01:13	0:06:01	0:15:46	8:54:20	0:22:16
	BREAKING & ENTERING	0	0	1	1	0%	0:02:10	0:03:34	1:48:46	1:54:30	1:54:30
	BUILDING CHECK	0	0	6	6	0%	0:04:37	0:06:11	0:16:46	2:45:27	0:27:35
	BUSINESS STOP	0	11	0	11	1%	0:00:01	0:00:00	0:12:00	2:12:13	0:12:01
	CHECK WELL BEING	0	0	52	52	3%	0:04:25	0:03:42	0:14:35	19:29:15	0:22:29
	CHILD ABUSE/NEGLECT	0	1	1	2	0%	0:12:50	0:00:56	0:25:54	1:05:36	0:32:48
	CITIZEN ASSIST	0	6	23	29	2%	0:04:42	0:07:40	0:12:21	10:40:20	0:22:05
	CIVIL DISPUTES	0	1	20	21	1%	0:04:29	0:06:43	0:18:31	9:56:42	0:28:25
	CRIMINAL SEXUAL CONDUCT	0	1	0	1	0%	0:00:00	0:00:00	2:22:49	2:22:49	2:22:49
	DEATH INVESTIGATION	0	0	8	8	0%	0:01:54	0:02:48	3:12:40	19:51:20	2:28:55
	DETAIL	0	6	0	6	0%	0:00:01	0:00:00	0:11:35	1:09:37	0:11:36
	DISORDERLY	0	1	30	31	2%	0:04:15	0:04:12	0:30:51	20:14:28	0:39:11
	DOMESTIC	0	0	41	41	3%	0:02:37	0:03:56	0:25:47	21:22:57	0:31:17

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	FIGHT	0	1	3	4	0%	0:02:02	0:04:03	0:10:58	1:02:11	0:15:33
	FIRE	0	0	4	4	0%	0:00:08	0:01:21	2:29:33	10:04:12	2:31:03
	FLEEING & ELUDING	0	1	0	1	0%	0:00:00	0:00:00	1:45:06	1:45:07	1:45:07
	FOLLOW-UP	0	17	1	18	1%	0:02:54	0:06:04	0:10:08	4:10:41	0:13:56
	FOUND PROPERTY	0	1	2	3	0%	0:03:17	0:10:00	0:24:01	1:41:57	0:33:59
	FRAUD	0	0	8	8	0%	0:04:35	0:05:41	0:08:44	2:57:06	0:22:08
	FUEL	0	15	0	15	1%	0:00:01	0:04:48	0:05:23	1:30:37	0:06:02
	GAS PUMP	0	7	0	7	0%	0:00:01	0:00:00	0:03:40	0:25:44	0:03:41
	HARASSMENT	0	1	5	6	0%	0:01:55	0:17:22	1:06:25	6:33:51	1:05:39
	HEALTH & SAFETY VIOLATION	0	1	0	1	0%	0:00:00	0:00:00	0:01:37	0:01:37	0:01:37
	HIT & RUN ACCIDENT	0	0	12	12	1%	0:04:31	0:05:00	0:24:53	6:35:42	0:32:59
	IDENTITY THEFT	0	0	2	2	0%	0:00:42	0:00:00	0:00:00	0:33:56	0:16:58
	INDECENT EXPOSURE	0	0	3	3	0%	0:05:55	0:12:01	0:13:07	1:14:22	0:24:47
	JUVENILE COMPLAINT	0	3	6	9	1%	0:03:27	0:06:35	0:09:13	2:30:05	0:16:41
	LARCENY	0	0	20	20	1%	0:11:33	0:04:48	0:19:17	11:42:17	0:35:07
	LIQUOR LAW VIOLATION	0	0	1	1	0%	0:02:11	0:01:47	0:55:07	0:59:05	0:59:05
	MALICIOUS DESTRUCTION	0	0	10	10	1%	0:32:55	0:06:48	0:14:51	9:19:29	0:55:57
	MENTAL	0	0	4	4	0%	0:07:12	0:03:06	0:25:17	2:22:26	0:35:37
	MISCELLANEOUS	0	9	9	18	1%	0:05:37	0:02:06	0:14:28	5:07:44	0:17:06
	MISSING PERSON	0	0	5	5	0%	0:07:09	0:04:21	0:23:37	2:55:43	0:35:09
	MISSING PERSON - RECOVERED	0	0	2	2	0%	0:02:49	0:03:44	0:10:04	0:33:15	0:16:38
	NARCOTICS INVESTIGATION	0	0	2	2	0%	0:04:52	0:00:26	1:27:13	3:05:03	1:32:32
	NEIGHBORHOOD DISPUTE	0	0	4	4	0%	0:03:42	0:03:30	0:23:20	2:02:14	0:30:34
	NOISE COMPLAINT	0	0	15	15	1%	0:13:11	0:07:05	0:07:22	6:38:58	0:26:36
	NUISANCE ABATEMENT	0	0	1	1	0%	0:06:12	0:06:11	0:15:24	0:27:48	0:27:48
	ODOR	0	0	1	1	0%	0:03:38	0:09:17	0:13:08	0:26:03	0:26:03
	OPERATING UNDER THE INFLUENCE	0	6	1	7	0%	0:00:04	0:01:31	2:15:45	15:52:09	2:16:01

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	ORDINANCE VIOLATION	0	12	3	15	1%	13:50:05	0:04:11	0:07:21	98:53:26	6:35:34
	OVERDOSE	0	0	1	1	0%	0:00:55	0:03:12	0:40:49	0:44:57	0:44:57
	PARKING COMPLAINTS	0	8	13	21	1%	0:08:49	0:05:16	0:12:56	8:57:57	0:25:37
	PATROL CHECK	0	306	0	306	19%	0:00:01	0:02:04	0:11:50	60:27:48	0:11:51
	PRISONER TRANSPORT	0	1	2	3	0%	0:00:24	0:18:09	1:33:39	5:18:30	1:46:10
	PROSTITUTION	0	1	0	1	0%	0:00:01	0:00:00	1:03:26	1:03:27	1:03:27
	RADAR ENFORCEMENT	0	5	0	5	0%	0:00:01	0:00:00	0:17:08	1:25:46	0:17:09
	RECKLESS DRIVING	0	1	5	6	0%	0:02:31	0:03:19	0:08:36	1:23:21	0:13:54
	RECOVERED STOLEN VEH / PROP	0	0	1	1	0%	0:06:18	0:03:02	2:37:56	2:47:16	2:47:16
	RESCUE EMERGENCY	0	0	12	12	1%	0:01:20	0:02:43	0:25:35	5:55:55	0:29:40
	RESIDENTIAL CHECK	0	6	2	8	0%	0:01:20	0:02:12	0:06:41	1:16:59	0:09:37
	ROBBERY	0	0	1	1	0%	0:02:53	0:03:00	0:29:36	0:35:30	0:35:30
	RUNAWAY JUVENILE	0	0	1	1	0%	0:11:04	0:00:00	0:22:22	0:33:26	0:33:26
	SHOTS FIRED	0	0	3	3	0%	0:02:28	0:04:03	0:08:38	0:45:30	0:15:10
	SICK INMATE	0	0	1	1	0%	0:00:35	0:00:00	0:00:00	0:42:52	0:42:52
	STALKING COMPLAINTS	0	0	1	1	0%	0:01:08	0:00:00	0:00:00	0:24:11	0:24:11
	STOLEN VEHICLE	0	0	3	3	0%	0:12:02	0:13:55	0:55:28	4:04:18	1:21:26
	SUICIDE	0	0	4	4	0%	0:03:11	0:02:41	0:23:03	1:55:41	0:28:55
	SUSPICIOUS INCIDENT	0	24	32	56	3%	0:04:31	0:05:37	0:08:45	15:50:23	0:16:58
	SUSPICIOUS PERSON	0	19	9	28	2%	0:01:57	0:03:39	0:24:34	12:34:21	0:26:56
	SUSPICIOUS VEHICLE	0	3	11	14	1%	0:03:12	0:04:31	0:12:11	4:07:47	0:17:42
	TAMPERING WITH AUTO	0	0	2	2	0%	0:01:20	0:02:05	1:33:35	3:14:01	1:37:01
	THREATS	0	1	5	6	0%	0:03:01	0:08:57	0:14:45	2:28:26	0:24:44
	TRAFFIC HAZARD	0	6	14	20	1%	0:06:26	0:05:24	0:07:28	6:00:04	0:18:00
	TRAFFIC STOP	0	426	0	426	27%	0:00:01	0:00:00	0:08:32	60:45:20	0:08:33
	TRESPASSING	0	0	1	1	0%	0:06:38	0:01:16	0:18:55	0:26:49	0:26:49
	VIOLATION OF PUBLIC HEALTH COE	0	8	1	9	1%	0:00:03	0:02:51	2:10:57	19:41:52	2:11:19

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	VIOLATION ROAD LAWS	0	34	2	36	2%	0:00:22	0:03:13	0:48:42	29:28:39	0:49:08
	WARRANT	35	3	4	42	3%	0:10:38	0:11:44	0:34:37	5:53:11	0:50:27
	WEAPONS	0	0	3	3	0%	0:02:19	0:02:27	0:34:19	1:57:16	0:39:05
	Subtotals for No Summary Code	35	994	574	1603	100%	0:16:32	0:05:38	0:35:13	710:49:51	0:47:29
	Subtotals for WYPD	35	994	574	1603	100%	0:16:32	0:05:38	0:35:13	710:49:51	0:47:29

SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 01/01/2018 00:00:00 - 12/31/2018 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	31	31	0%	0:06:25	0:05:00	0:13:20	12:22:14	0:23:57
	911C	0	0	49	49	0%	0:06:19	0:05:00	0:11:37	18:25:58	0:22:34
	ABANDONED AUTO	0	341	127	468	2%	1:36:56	0:09:13	0:11:12	640:58:46	1:22:11
	ACCIDENT/NON TRAFFIC AREA	0	3	19	22	0%	0:06:47	0:05:53	0:26:11	12:25:19	0:33:53
	ACCIDENT/PERSONAL INJURY	0	1	41	42	0%	0:03:34	0:03:37	0:53:48	41:12:38	0:58:52
	ACCIDENT/PROPERTY DAMAGE	1	23	352	376	2%	0:05:00	0:06:44	0:35:32	277:04:11	0:44:20
	ACCIDENTAL DAMAGE	0	2	33	35	0%	0:09:39	0:06:25	0:18:42	18:42:57	0:32:05
	ALARM	0	9	443	452	2%	0:05:07	0:04:32	0:09:42	141:27:52	0:18:47
	ANIMAL BITE	0	3	20	23	0%	0:03:32	0:05:54	0:29:19	13:10:14	0:34:21
	ANIMAL COMPLAINT	0	28	114	142	1%	0:45:38	0:08:47	0:22:47	162:38:00	1:08:43
	ASSAULT & BATTERY	0	6	97	103	0%	0:04:27	0:06:28	0:40:35	78:33:14	0:45:46
	ASSAULT & BATTERY IN PROGRESS	0	0	2	2	0%	0:01:49	0:04:16	0:11:30	0:23:54	0:11:57
	ASSIST OTHER AGENCY	0	50	200	250	1%	0:03:15	0:06:16	0:29:43	150:05:16	0:36:01
	BE ON THE LOOKOUT	0	1	1	2	0%	0:01:35	0:00:08	0:19:25	0:42:09	0:21:05
	BREAKING & ENTERING	0	1	80	81	0%	0:06:42	0:07:43	0:47:03	79:20:36	0:58:46
	BREAKING & ENTERING IN PROGRES	0	0	17	17	0%	0:02:57	0:03:41	0:50:21	16:09:07	0:57:00
	BUILDING CHECK	0	13	17	30	0%	0:05:08	0:06:55	0:15:55	11:02:31	0:22:05
	BUSINESS STOP	0	92	0	92	0%	0:00:01	0:02:50	0:12:59	20:05:21	0:13:06
	CHECK WELL BEING	0	22	653	675	3%	0:06:35	0:04:53	0:19:16	337:51:29	0:30:02
	CHILD ABUSE/NEGLECT	0	5	38	43	0%	0:06:08	0:08:35	0:25:21	26:28:09	0:36:56
	CITIZEN ASSIST	0	113	243	356	2%	0:07:05	0:07:11	0:11:52	133:52:49	0:22:34
	CIVIL DISPUTES	0	18	201	219	1%	0:07:44	0:05:51	0:26:04	140:32:41	0:38:30
	CRIMINAL SEXUAL CONDUCT	0	4	20	24	0%	0:04:48	0:03:32	0:50:05	15:55:00	0:39:48

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	CRIMINAL SEXUAL CONDUCT IP	0	1	0	1	0%	0:00:00	0:00:00	0:21:17	0:21:17	0:21:17
	DB INVESTIGATION	0	0	1	1	0%	0:03:09	0:03:50	0:55:01	1:02:01	1:02:01
	DEATH INVESTIGATION	0	3	58	61	0%	0:04:09	0:05:34	2:21:46	137:30:00	2:15:15
	DETAIL	0	128	0	128	1%	0:00:01	0:07:38	0:31:14	73:21:08	0:34:23
	DISORDERLY	0	30	403	433	2%	0:04:42	0:04:04	0:29:28	276:00:03	0:38:15
	DOMESTIC	0	9	514	523	2%	0:03:39	0:04:29	0:35:16	369:44:02	0:42:25
	DRUG VIOLATIONS	0	0	4	4	0%	0:09:44	0:09:23	0:18:07	2:28:57	0:37:14
	DUMPING	0	0	9	9	0%	0:07:00	0:06:18	0:36:29	6:24:57	0:42:46
	EMBEZZLEMENT	0	1	8	9	0%	0:10:40	0:06:23	0:36:55	7:06:20	0:47:22
	FELONIOUS ASSAULT	0	0	10	10	0%	0:08:04	0:05:53	1:19:52	15:38:14	1:33:49
	FIELD CONTACTS	0	4	0	4	0%	0:00:01	0:00:00	0:07:32	0:30:11	0:07:33
	FIGHT	0	6	95	101	0%	0:02:31	0:03:00	0:29:21	56:19:48	0:33:28
	FIRE	0	1	38	39	0%	0:00:47	0:04:30	1:03:44	41:54:43	1:04:29
	FIRE ALARM	0	0	2	2	0%	0:00:40	0:05:50	0:02:59	0:47:25	0:23:43
	FIREWORKS	0	3	38	41	0%	0:07:47	0:06:06	0:05:35	13:09:33	0:19:15
	FLEEING & ELUDING	0	12	4	16	0%	0:00:59	0:13:03	2:48:45	46:12:18	2:53:16
	FOLLOW-UP	0	337	45	382	2%	0:01:01	0:06:38	0:20:04	141:40:19	0:22:15
	FORGERY	0	0	2	2	0%	0:08:49	0:10:39	0:49:08	1:31:20	0:45:40
	FOUND PROPERTY	0	53	57	110	0%	1:08:25	0:06:14	0:12:01	132:52:07	1:12:28
	FRAUD	0	24	87	111	0%	0:06:44	0:09:06	0:28:03	70:18:40	0:38:00
	FUEL	0	171	0	171	1%	0:00:01	0:06:45	0:04:56	15:39:14	0:05:30
	GAS PUMP	0	113	0	113	0%	0:00:01	0:00:00	0:03:57	7:29:20	0:03:59
	HARASSMENT	0	12	75	87	0%	0:05:55	0:07:03	0:23:02	53:51:34	0:37:09
	HEALTH & SAFETY VIOLATION	0	3	1	4	0%	0:19:14	0:07:28	0:13:04	1:38:14	0:24:34
	HIT & RUN ACCIDENT	0	10	169	179	1%	0:07:31	0:07:50	0:32:15	132:44:08	0:44:30
	HOUSE STOP	0	2	0	2	0%	0:00:00	0:00:00	0:07:16	0:14:33	0:07:17
	IDENTITY THEFT	0	11	34	45	0%	0:05:11	0:07:32	0:17:39	19:18:28	0:25:45
	INDECENT EXPOSURE	0	0	26	26	0%	0:03:46	0:05:56	0:20:20	13:29:55	0:31:09

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	INJURED PERSON	0	2	1	3	0%	0:20:30	0:08:45	0:10:26	1:00:34	0:20:11
	INJURY ON DUTY	0	1	2	3	0%	0:03:54	0:03:14	0:00:08	0:30:37	0:10:12
	INTERNET	0	0	4	4	0%	0:11:10	0:07:11	0:20:18	2:51:57	0:42:59
	JUVENILE COMPLAINT	0	14	123	137	1%	0:08:14	0:05:27	0:14:04	59:33:42	0:26:05
	KIDNAPPING	0	0	1	1	0%	0:04:03	0:04:39	1:43:19	1:52:02	1:52:02
	LARCENY	0	15	251	266	1%	0:13:48	0:08:00	0:22:13	182:43:04	0:41:13
	LIQUOR LAW VIOLATION	0	3	12	15	0%	0:02:02	0:02:53	1:10:43	15:05:55	1:00:24
	LOITERING	0	0	5	5	0%	0:11:42	0:05:48	0:13:53	2:47:28	0:33:30
	LOST PROPERTY	0	7	7	14	0%	0:04:23	0:14:18	0:17:53	6:05:18	0:26:06
	MALICIOUS DESTRUCTION	1	15	153	169	1%	0:12:46	0:06:50	0:21:54	110:55:51	0:39:37
	MENTAL	0	3	27	30	0%	0:06:09	0:03:36	0:26:56	18:06:26	0:36:13
	MINOR IN POSSESSION	0	0	3	3	0%	0:03:51	0:05:59	0:09:52	0:59:06	0:19:42
	MISCELLANEOUS	0	107	198	305	1%	0:04:44	0:08:06	0:32:06	168:32:11	0:33:09
	MISSING PERSON	0	5	49	54	0%	0:10:54	0:09:06	0:26:01	39:42:22	0:44:07
	MISSING PERSON - RECOVERED	0	1	23	24	0%	0:05:11	0:06:48	0:19:16	13:24:54	0:33:32
	NARCOTICS INVESTIGATION	0	14	27	41	0%	0:06:42	0:04:04	0:35:56	29:28:43	0:43:08
	NEIGHBORHOOD DISPUTE	0	1	82	83	0%	0:15:20	0:06:22	0:21:02	58:57:07	0:42:37
	NOISE COMPLAINT	0	1	181	182	1%	0:09:44	0:05:03	0:11:10	77:38:20	0:25:36
	NUISANCE ABATEMENT	0	0	1	1	0%	0:06:12	0:06:11	0:15:24	0:27:48	0:27:48
	ODOR	0	1	1	2	0%	0:03:38	0:09:17	0:09:06	0:31:08	0:15:34
	OPERATING UNDER THE INFLUENCE	0	106	19	125	1%	0:00:24	0:04:05	1:55:40	242:55:37	1:56:36
	ORDNANCE VIOLATION	0	767	69	836	4%	0:40:20	0:06:57	0:16:09	583:10:30	0:41:51
	OVERDOSE	0	0	24	24	0%	0:03:02	0:02:20	0:22:31	11:09:52	0:27:55
	PARKING COMPLAINTS	0	271	272	543	2%	0:08:31	0:07:47	0:11:36	203:16:21	0:22:28
	PATROL CHECK	0	3358	3	3361	15%	0:00:01	0:03:04	0:12:20	694:55:32	0:12:24
	POLICE ASSIST TO FIRE	0	2	3	5	0%	0:01:10	0:15:12	0:29:48	3:12:41	0:38:32
	PRISONER CHECK	0	2	0	2	0%	0:00:01	0:00:00	0:02:00	0:04:02	0:02:01

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	PRISONER ESCAPE	0	1	0	1	0%	0:00:00	0:00:00	1:34:56	1:34:56	1:34:56
	PRISONER TRANSPORT	0	17	20	37	0%	0:01:44	0:27:33	1:09:10	53:13:32	1:26:19
	PROSTITUTION	0	1	0	1	0%	0:00:01	0:00:00	1:03:26	1:03:27	1:03:27
	RACIAL INTIMIDATION	0	1	1	2	0%	0:10:55	0:01:45	0:05:24	0:23:29	0:11:45
	RADAR ENFORCEMENT	0	114	0	114	0%	0:00:01	0:02:09	0:25:22	48:18:41	0:25:26
	RECEIVING & CONCEALING	0	1	1	2	0%	0:01:55	0:01:55	3:07:47	6:21:19	3:10:40
	RECKLESS DRIVING	0	2	72	74	0%	0:07:12	0:04:55	0:09:08	25:31:25	0:20:42
	RECOVERED STOLEN VEH / PROP	0	3	19	22	0%	0:06:52	0:06:54	0:33:05	16:51:05	0:45:58
	RESCUE EMERGENCY	0	0	186	186	1%	0:01:58	0:04:00	0:25:57	95:58:59	0:30:58
	RESIDENTIAL CHECK	0	138	19	157	1%	0:01:55	0:03:27	0:03:51	16:18:16	0:06:14
	RETAIL FRAUD	0	1	37	38	0%	0:07:18	0:06:22	0:44:07	36:09:17	0:57:05
	ROBBERY	0	0	8	8	0%	0:06:54	0:02:42	1:26:09	12:46:10	1:35:46
	RUNAWAY JUVENILE	0	3	23	26	0%	0:07:25	0:07:46	0:24:01	15:07:05	0:34:53
	SEARCH WARRANT	0	2	0	2	0%	0:00:01	0:00:00	0:59:46	1:59:34	0:59:47
	SHOTS FIRED	0	0	10	10	0%	0:03:07	0:05:18	0:41:43	8:21:18	0:50:08
	SICK INMATE	0	0	1	1	0%	0:00:35	0:00:00	0:00:00	0:42:52	0:42:52
	SICK PERSON	0	1	0	1	0%	0:00:01	0:00:00	0:01:50	0:01:51	0:01:51
	SOLICITOR	0	0	2	2	0%	0:02:15	0:04:55	0:05:50	0:28:42	0:14:21
	STALKING COMPLAINTS	0	2	10	12	0%	0:09:11	0:06:19	0:15:41	7:37:45	0:38:09
	STOLEN VEHICLE	0	3	81	84	0%	0:10:42	0:07:07	0:34:56	68:34:30	0:48:59
	SUICIDE	0	0	83	83	0%	0:03:25	0:04:44	0:41:22	68:00:30	0:49:10
	SUICIDE ATTEMPT	0	0	1	1	0%	0:00:10	0:04:37	0:34:44	0:39:32	0:39:32
	SURVEILLANCE	0	18	0	18	0%	0:00:01	0:07:14	0:49:14	15:01:05	0:50:04
	SUSPICIOUS INCIDENT	1	112	382	495	2%	0:06:18	0:16:54	0:17:19	282:28:33	0:34:19
	SUSPICIOUS PERSON	0	296	222	518	2%	0:03:48	0:03:54	0:17:45	185:51:50	0:21:32
	SUSPICIOUS VEHICLE	0	65	144	209	1%	0:07:59	0:04:43	0:11:02	72:59:41	0:20:57
	TAMPERING WITH AUTO	0	0	23	23	0%	0:08:53	0:03:44	0:36:58	18:45:47	0:48:57

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	THREATS	1	11	124	136	1%	0:07:22	0:06:52	0:24:44	78:47:27	0:35:01
	TRAFFIC HAZARD	0	78	109	187	1%	0:06:05	0:05:56	0:10:14	55:20:04	0:17:45
	TRAFFIC STOP	0	7103	20	7123	31%	0:00:02	0:04:52	0:07:27	889:17:02	0:07:30
	TRESPASSING	0	2	16	18	0%	0:04:11	0:05:32	0:26:27	10:53:32	0:36:18
	TRUANCY	0	1	0	1	0%	0:00:01	0:00:00	0:07:18	0:07:19	0:07:19
	VEHICLE INSPECTION	0	1	2	3	0%	0:02:37	0:06:57	0:09:07	0:49:06	0:16:22
	VIOLATION OF PARK RULES	0	2	0	2	0%	0:00:01	0:00:00	0:05:17	0:10:37	0:05:19
	VIOLATION OF PUBLIC HEALTH COE	0	121	11	132	1%	0:00:22	0:03:44	1:25:21	187:38:09	1:25:17
	VIOLATION ROAD LAWS	0	504	6	510	2%	0:00:11	0:07:44	0:43:49	374:20:47	0:44:02
	WARRANT	92	103	119	314	1%	0:04:32	0:18:47	0:41:51	205:35:54	0:55:34
	WEAPONS	0	4	18	22	0%	0:02:47	0:03:23	0:50:30	20:30:40	0:55:56
	WIRES DOWN	0	0	2	2	0%	0:03:51	0:04:38	0:56:38	2:10:13	1:05:07
	Subtotals for No Summary Code	96	15076	7791	22963	100%	0:07:00	0:06:22	0:31:58	9405:40:23	0:41:01
	Subtotals for WYPD	96	15076	7791	22963	100%	0:07:00	0:06:22	0:31:58	9405:40:23	0:41:01

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
January 8, 2019

ROLL CALL

Present: Commissioner John Harris
Commissioner Bobie Heck
Chief Brian Zalewski

Absent: Commissioner Doug Melzer (Excused)

Others Present: NONE

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:25 p.m.

The Minutes from the regular Police Commission meeting on November 27, 2018 were presented.

Heck moved, Harris seconded,
CARRIED, to approve the regular minutes of November 27, 2018, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Police Statistics – November 2018, December 2018, Full Year for 2018

Nothing to really report other than the fact there were a couple of arrests after the ball drop on New Year's Eve.

Heck moved, Harris seconded,
CARRIED, to receive and place on file the Police statistics for November 2018, December 2018 and the full year of 2018.

2. Purchase of New Vehicles

Chief Zalewski would like to order 4 new vehicles, 3 to replace aging fleet vehicles and 1 for the Special Ops Department. The money is already in the budget to purchase the vehicles.

Heck moved, Harris seconded,
CARRIED, to approve the purchase of 4 new Department vehicles as outlined by Chief Zalewski.

3. **Bills and Accounts** – December 11, 2018, \$25,541.25, December 25, 2018, \$6,274.00, January 8, 2019, \$12,564.71

Heck moved, Harris seconded
CARRIED, to approve payment of the bills for December 11, 2018, \$25,541.25, December 25, 2018, \$6,274.00, January 8, 2019, \$12,564.71

NEW BUSINESS.

1. Accreditation

We have one more site visit tomorrow, Wednesday, January 09, 2019. Chief Zalewski believes we should have no problem meeting the requirements to be accredited.

The auditors will conduct interviews with some officers and participate in ride-a-longs during this visit.

Every three years we have to reapply for accreditation.

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 6:37 p.m.

Heck moved, Harris seconded,
CARRIED, to adjourn meeting at 6:37 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department



WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Wednesday, December 12, 2018 pm at 5:30 pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

Members Present:

President Ed Ronco
Vice President Ron Adams
Secretary Wally Merritt
Commissioner DeSana

Excused:

Commissioner Margaret Loya

Also Present:

Sup't of Recreation Justin N. Lanagan
Recreation Secretary Aimee Garbin

A motion was made by Secretary Merritt and supported by Commissioner DeSana to approve the minutes of the previous meeting.

PERSONS IN THE AUDIENCE:

No persons in the audience.

CORRESPONDENCE:

INTERDEPARTMENTAL:

COUNCIL RESOLUTIONS:

REPORTS AND MINUTES:

Arena Report November 2018: \$908.33 Open Skating.....\$8,636.91 Ice Rental.....\$4,376.22

Concession.....\$997.50 Skating Lessons.

Account Breakdown Pay Period ending 11/11/2018, 11/25/2018

Tele-care: November 2018

Senior Friendship Club Report: October 2018

Golf Report: November 2018.....\$1,403.65

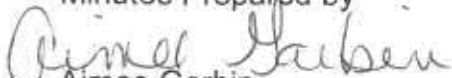
Senior Van Report; October 2018

SPECIAL ORDER:

- Superintendent Lanagan discussed a letter from Wyandotte Citizen Johnny Ulevich in regards to the new fencing being installed within the city parks. Mr. Ulevich currently lives near VFW Park and is not happy that the new fencing does not enclose the playground area. The west side of the playground does not have a fence as it opens into the rest of the park towards the baseball field. Superintendent Lanagan stated the new fencing has been placed where the old fencing had been removed. Commission placed the letter on file.
- Superintendent Lanagan stated the Boat Ramp Contract has been approved by City Attorney Bill Look and has been submitted to George Campbell, the current Boat Ramp Occupant for approval. Superintendent Lanagan stated that it was a three-year extension with a \$3 launch increase, which would put us at the same rate as several other launches in the area. Some additional changes could be made to the 2019 contract, but the contract was submitted to Mr. Campbell as is. It's possible that operation of the Boat Ramp for 2019 contract will go out for bid.

There being no further business to discuss, a motion was made by Commissioner DeSana and supported by Secretary Merritt to adjourn the meeting at 6:06 pm.

Minutes Prepared by


Aimee Garbin
Recreation Secretary

Authorized by

Justin Lanagan
Justin Lanagan
Superintendent of Recreation

2019 Wyandotte Recreation Commission Meetings @ Yack Arena

2nd Wednesday @ 5:30 pm

January 9, 2019
February 13, 2019
March 13, 2019
April 10, 2019
May 8, 2019
June 12, 2019
**July 17, 2019
August 14, 2019
December 11, 2019

2nd Tuesday @ 7:30 pm

September 10, 2019
October 8, 2019
November 12, 2019

RETIREMENT COMMISSION MEETING MINUTES

Friday – November 16, 2018

Meeting called to order at 9:05 a.m. by Vice Chairman – Paul LaManes

ROLL CALL:

PRESENT: Commissioners: Brohl, LaManes, Lyon and Szczechowski

EXCUSED: Commissioners: Browning, Harkleroad and Roberts

ALSO PRESENT: Frank Deeter—Oppenheimer & Company
Tanner Robinson – Oppenheimer & Company
William Look – City Attorney

MOTION by Commissioner Brohl, SUPPORTED by Commissioner Lyon

RESOLVED that the minutes held under the date of October 19, 2018 be approved as recorded without objection.

MOTION UNANIMOUSLY CARRIED

PRESENTATIONS:

Tanner Robinson made the presentation and spoke of the following highlights:

- Markets tend to do well after mid-terms
- Federal policy does matter
- Issues affecting stocks include Brexit and Strong Dollar
- Volatility will continue
- Important to stay disciplined
- Growth over value stocks
- Fear an inverted yield curve
- Lower rates drive the economy
- Some wage growth taking place--this is a good thing

MOTION by Commissioner Lyon, SUPPORTED by Commissioner Szczechowski

RESOLVED by the Wyandotte Employees Retirement Commission that the monthly report from Mr. Tanner Robinson of Oppenheimer & Company, Inc. regarding the October 2018 market segment fluctuations be received and placed on file.

MOTION UNANIMOUSLY CARRIED

MOTION by Commissioner Lyon, SUPPORTED by Commissioner Szczechowski

RESOLVED by the Wyandotte Employees Retirement Commission that the 3rd Quarter Analysis of 2018 From Mr. Tanner Robinson of Oppenheimer & Co., Inc. be received and placed on file.

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

MOTION by Commissioner Lyon, SUPPORTED by Commissioner Szczechowski

RESOLVED by the Wyandotte Employees Retirement Commission that the Municipal Services member, Chris Brohl's term on the Retirement Commission expires January 31, 2019, and a Call for Candidates Notice will go out to all Department Heads on November 26, 2018, informing them via e-mail to post in designated employee information areas, and

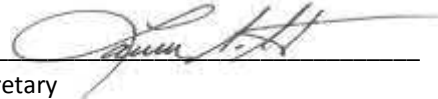
BE IT FURTHER RESOLVED the term will be four years and expire January 31, 2023, and, therefore, let the following letter be received and place on file.

MOTION UNANIMOUSLY CARRIED

MOTION by Commissioner Brohl, SUPPORTED by Commissioner Lyon
RESOLVED by the Wyandotte Employees Retirement Commission that the 2018 MAPERS membership be renewed
at the cost of \$200 with funds to come from account #200-925-790.
MOTION UNANIMOUSLY CARRIED

ADJOURNMENT:

MOTION by Commissioner Lyon, SUPPORTED by Commissioner Szczechowski
RESOLVED, that the meeting be adjourned at 9:36 a.m.
MOTION UNANIMOUSLY CARRIED

A handwritten signature in black ink, appearing to read "Lawrence S. Stec", is written over a horizontal line.

Lawrence S. Stec, Secretary
Wyandotte Employee's Retirement Commission
November 16, 2018