

AGENDA

REGULAR SESSION

MONDAY, FEBRUARY 11, 2019 7: 00 PM PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON CHAIRPERSON OF THE EVENING: THE HONORABLE CHRIS CALVIN

CALL TO ORDER

PLEDGE OF ALLEGIANCE – Led by Cub Scout Pack #1770

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

PRESENTATIONS

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

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

CONSENT AGENDA

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

- 1. Approval of Council Meeting Minutes January 14, 2019
- 2. WMS Bid #4753: Bid Acceptance Suez Advanced
- 3. Special Event Applications:
 - a. WSAF Entertainment Contract Tangerine Moon Productions
 - b. Wyandotte Boat Club 2019 Regattas
 - c. Tin Can Tourists Vintage Camping Club
 - d. 2019 Grub Crawl/Taste of Downriver
 - e. 2019 WSAF Entertainment Contract Larry Lee & Back in the Day
 - f. 2019 Vintage Home Market
 - g. 2019 Elliott's Amusements Carnival
- 4. Yack Arena Event Timeless Vintage Market
- 5. Antenna Site License Agreement New Cingular Wireless, 365 Hudson & 1077 Grove
- 6. 2019 Subscription Yard Waste Collection

NEW BUSINESS

- 7. Citizen Communication: Sanctuary City Request, K. St. John
- 8. Amusement Distributor and Device Fees K. Nelson, Kelly Koin
- 9. Appointment to the Building Code Board of Appeals J. (Claude) Marcoux
- 10. WMS GM Salary Step Adjustment
- 11. Business Registrations/License Review
- 12. Property Transfer Affidavit Penalty Waiver
- 13. First Readings:
 - a. #1469: Sec. 25-10.1 Mandatory School Attendance & Educational Neglect
 - b. #1470: Sec. 25-10.2 School Truancy Prohibited
 - c. #1471: Sec. 25-76.3 Prohibited Conduct
 - d. #1472: Sec. 25-21.1 E-Cigarette Restrictions

- 14. Recreation Master Plan 2019-2023
- 15. Boat Ramp Contract Extension 2019-2022
- 16. DPS Hiring K. Kmita
- 17. Sale of 3710 3rd St. Tax Foreclosure Re-Purchase
- 18. Sale of Former 1068-1096 Biddle
- 19. Sale of Former 1756-1762 4th Street
- 20. CDBG Program Funds Transfer
- 21. Bid File #4751 Bid Acceptance: TSP Services, Inc.
- 22. 1213 Grove St. Environmental Consulting TTL Associates, Inc.

BILLS & ACCOUNTS

REPORTS & MINUTES

Beautification Commission January 9, 2019

Daily Cash Receipts January 18, 29, 30 & February 5, 2019

Fire Fighter's Civil Service Commission

Municipal Service Commission

Recreation Commission

Retirement Commission

Zoning Board of Appeals

January 9, 2019

January 9, 2019

December 21, 2018

January 2, 2019

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

NEXT MEETING OF THE CITY COUNCIL: February 25, 2019

ADJOURNMENT



RESOLUTION

DATE: February 11, 2019

| RESOLUTION by Counci | lperson | | |
|---|---|---|-------------|
| Approval of Counce WMS Bid #4753: In Special Event App a. WSAF Ente b. Wyandotte c. Tin Can To d. 2019 Grub e. 2019 WSA f. 2019 Vinta g. 2019 Elliot Yack Arena Event | il Meeting I Bid Accepta lications: ertainment C Boat Club 2 urists – Vin Crawl/Taste F Entertainn ge Home M 1's Amusem – Timeless ase Agreeme | Contract – Tangerine Moon 2019 Regattas tage Camping Club e of Downriver ment Contract – Larry Lee & arket tents Carnival Vintage Market ent – New Cingular Wireles | Productions |
| I Move the adoption of the | foregoing r | resolution. | |
| MOTION by Councilperso | on _ | | |
| SUPPORTED by Councily | person _ | | |
| <u>YE.</u> | <u>AS</u> | COUNCIL Alderman Calvin DeSana Maiani Sabuda | <u>NAYS</u> |

Schultz

CITY OF WYANDOTTE REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, January 14, 2019, 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, and Leonard Sabuda

Absent: Councilperson Donald Schultz

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

PRESENTATION

1

• Outdoor Holiday Lighting & Decorating Awards - Wyandotte Beautification Commission

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

2019-1 SHOW CAUSE HEARING – DEMO OF GARAGE AT 1234 WALNUT

• No objections, written or spoken

By Councilperson Alderman, supported by Councilperson Calvin

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-ONE (21) days of the date of this resolution if they so desire.

Motion unanimously carried.

2019-2 PROPOSED TRANSFER OF 2017 & 2018 CDBG FUNDS

• No objections, written or spoken

By Councilperson Alderman, supported by Councilperson Calvin 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. Motion unanimously carried.

UNFINISHED BUSINESS

CALL TO THE PUBLIC

2019-3 TAX SALE OF VACANT PROPERTY – 3710-14 BIDDLE

By Councilperson Alderman, supported by Councilperson Calvin

BE IT RESOLVED that the request of the property owner for 3710-14 Biddle concerning the tax sale of the vacant property is hereby referred to the City Engineer for review and report back to the city council in 2 weeks on January 28, 2019.

Motion unanimously carried.

CONSENT AGENDA

2019-4 CONSENT AGENDA APPROVALS

By Councilperson Alderman, supported by Councilperson Calvin

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

- 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

Motion unanimously carried.

2019-5 MINUTES

By Councilperson Alderman, supported by Councilperson Calvin

RESOLVED that the minutes of the meeting held under the date of December 17, 2018, be approved as recorded, without objection.

Motion unanimously carried.

2019-6 WMS BID #4735-4737: BID ACCEPTANCE – NEWKIRK ELECTRIC

By Councilperson Alderman, supported by Councilperson Calvin

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.

Motion unanimously carried.

2019-7 WMS BID #4754: BID ACCEPTANCE – EQUIPMENT TECHNOLOGIES INC

By Councilperson Alderman, supported by Councilperson Calvin

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.

Motion unanimously carried.

2019-8 BLOUNT SMALL SHIP ADVENTURES DOCKING CONTRACT 2019

By Councilperson Alderman, supported by Councilperson Calvin

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.

Motion unanimously carried.

2019-9 YACK ARENA CONTRACTS 2019 – VARIOUS ANNUAL EVENTS

By Councilperson Alderman, supported by Councilperson Calvin

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 May 4, 2019 Walk for MS 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.

Motion unanimously carried.

2019-10 ANTENNA SITE LICENSE AGREEMENT – VERIZON, 1077 GROVE

By Councilperson Alderman, supported by Councilperson Calvin

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.

Motion unanimously carried.

2019-11 ANTENNA SITE LICENSE AGREEMENT – SPRINT, 365 HUDSON

By Councilperson Alderman, supported by Councilperson Calvin

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.

Motion unanimously carried.

NEW BUSINESS

2019-12 DAYBREAK SALON AND SPA – LICENSING REVIEW REQUEST

By Councilperson Alderman, supported by Councilperson Calvin

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.

Motion unanimously carried.

2019-13 APPOINTMENT TO CULTURAL & HISTORICAL COMM. – D. GUTZ

By Councilperson Alderman, supported by Councilperson Calvin 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. Motion unanimously carried.

2019-14 CHARTER AMENDMENT – OPERATING MILLAGE

By Councilperson Alderman, supported by Councilperson Calvin

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 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. 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 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 |
|---|---|-----|
| ſ | 1 | 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.

Motion unanimously carried.

YEAS: Councilpersons Alderman, Calvin, DeSana, Maiani, Sabuda & Mayor Peterson

NAYS: None

2019-15 CITY OF WYANDOTTE DRAFT MASTER PLAN

By Councilperson Alderman, supported by Councilperson Calvin

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).

Motion unanimously carried.

2019-16 CITY OF WYANDOTTE CAPITAL IMPROVEMENTS PLAN

By Councilperson Alderman, supported by Councilperson Calvin

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. Motion unanimously carried.

2019-17 WPD PURCHASE OF PATROL VEHICLES

By Councilperson Alderman, supported by Councilperson Calvin

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.

Motion carried.

YEAS: Councilpersons Calvin, DeSana, Maiani, Sabuda

NAYS: None

ABSTAIN: Councilperson Alderman

2019-18 SALE OF FORMER 659 LINCOLN

By Councilperson Alderman, supported by Councilperson Calvin

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. Motion unanimously carried.

2019-19 SALE OF FORMER 876 9TH

By Councilperson Alderman, supported by Councilperson Calvin

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. Motion unanimously carried.

2019-20 664 ORANGE – AMENDMENT TO PURCHASE AGREEMENT

By Councilperson Alderman, supported by Councilperson Calvin

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. Motion unanimously carried.

2019-21 SALE OF 870 VINEWOOD

By Councilperson Alderman, supported by Councilperson Calvin

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. Motion unanimously carried.

2019-22 ANNUAL REVIEW OF THE OUTDOOR CAFÉ APPLICANTS

By Councilperson Alderman, supported by Councilperson Calvin

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:

- 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

Motion carried.

YEAS: Councilpersons Alderman, Calvin, DeSana, Maiani & Mayor Peterson

NAYS: Councilperson Sabuda

2019-23 ADOPTION OF A LOCAL PAVEMENT WARRANT PROGRAM – 1 of 2

By Councilperson Alderman, supported by Councilperson Calvin

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

BE IT FURTHER RESOLVED, this resolution is made a part of the minutes of the City of Wyandotte Council Meeting on January 14, 2019.

Motion unanimously carried.

tion unanimously carried.

of MCL 247.663;

2019-24 ADOPTION OF A LOCAL PAVEMENT WARRANT PROGRAM – 2 of 2

By Councilperson Alderman, supported by Councilperson Calvin

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.

Motion unanimously carried.

2019-25 FINAL READING #1468: PROHIBITION OF MARIJUANA FACILITIES

By Councilperson Alderman, supported by Councilperson Calvin

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.

Motion unanimously carried.

BILLS & ACCOUNTS

2019-26 BILLS & ACCOUNTS

By Councilperson Alderman, supported by Councilperson Calvin

RESOLVED that the total bills and accounts of \$3,478,202.13 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

REPORTS & MINUTES

Beautification Commission

Board of Review

BRDA & TIFA

Daily Cash Receipts

Fire Commission

Fire Fighter's Civil Service Commission

Municipal Services Commission

November 14 & December 19, 2018

December 2018

September 18 & December 18, 2018

December 20, 2018 & January 3, 2019

December 11, 2018

December 19, 2018

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

None

ADJOURNMENT

2019-27 ADJOURNMENT

By Councilperson Alderman, supported by Councilperson Calvin RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 8:34p.m. Motion unanimously carried.

Lawrence S. Stec, City Clerk



RESOLUTION

DATE: February 11, 2019

| RESOLUTION by Councilperson | | |
|--|---|-------------------------|
| RESOLVED that the minutes of the mapproved as recorded, without objection | | of January 14, 2018, be |
| I Move the adoption of the foregoing and MOTION by Councilperson SUPPORTED by Councilperson | resolution. | |
| <u>YEAS</u> | COUNCIL Alderman Calvin DeSana Maiani Sabuda Schultz | <u>NAYS</u> |

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

AGENDA ITEM # **MEETING DATE: 1/28/2019**

Municipal Services - Concur with Award for Phase III - Water Filter Plant Rehabilitation ITEM: Bid #4753

PRESENTER: William Weirich – Supt. of Water W

INDIVIDUALS CONSULTED: Paul LaManes - GM

BACKGROUND: During work on Phase II of the approved rehabilitation project at the Filter Plant, several issues were discovered on the 1918 portion of the Filter Plant that need to be addressed. Following is a synopsis of the full scope of work. The project was bid through MITN under Bid #4753 and only one bidder, Suez Advanced of Portage, MI responded. Bids were opened by the City Clerk's office on 12/20/2018 and the total bid cost by Suez is \$2,581,400, paid in increments of \$645,350 annually over four (4) years beginning in FY2019. The payment schedule is as follows:

Year 1: FY2019 - \$645,350

Year 2: FY2020 - \$645,350

Year 3: FY2021 - \$645,350

Year 4: FY2022 - \$645,350

Total Project Cost - \$2,581,400

Summarized scope of work:

1918 Filters - Surface Wash: Per recommendations from the Michigan DEQ, surface washing capabilities are needed along with anthracite filter media which will then mirror the current media used on the 1974 filters. Replacement of Existing Lead Based Valves: Due to the lead belle fittings that are at the connection points of the existing 1918 valves, two (2) new support hangers are needed for the existing piping prior to removal of the old valve so the existing lead joints are not be disturbed. Hot bolting the existing valve to removing the old bolts and replacing with new stainless-steel bolts.

New HV System for 1918 Gallery: Currently there is no ventilation or heat on the 1918 side of the filter plant. We propose adding a unit that will bring fresh air into the space along with a steam coil to provide adequate heat to make the environment more adequate and promote less deterioration to the existing structures.

New 304 SS Supports for 1918 Gallery: The existing supports are rusted and rotting out to the point of having no structural valve. It is proposed to replace the old galvanized metal with stainless steel supports. Air Handling Unit: The existing 1970 air handling unit has reached its efficiency life span. It is proposed to replace this unit with a more efficient unit and replace the existing steam piping associated with the unit to eliminate all the leaks in the existing lines.

Insulation of Waste: The existing waste line on the 1970 side of the filter plant is experiencing condensation on the waste pipe. Work is proposed to insulate this piping to eliminate this condensate for the waste water that remains in the belly of the pipe after its wash.

Exterior Masonry Restoration Original Filter Building, 1973 Addition, & Chemical Storage Building. Pictures are attached for all work that needs to be done on the exterior masonry.

New Low Service Building Exhaust: With the presence of variable frequency drives in the building and no ventilation, extreme temperatures within the space are not good for the longevity of the drives. With the installation of a fan and louver, it will keep the air moving through the space and limit the stress on the drives and prevent overheating.

30" Exterior Isolation Valves: There are two (2) existing 30" valves located outside the filter plan in the grassy area. In the event of an emergency or DEQ requirement, if the Water Department is unable to isolate either the 1918 or 1970 filter plant sides due to the existing valves not being operable. It is proposed to unearth these valves, lubricate and exercise the valves so the Water Department has the ability to shut one side of the filter plant down if called upon to do so.

STRATEGIC PLAN/GOALS: Improvement of water distribution facilities.

ACTION REQUESTED: Concur with the Wyandotte Municipal Services Commission approval for the Water Filter Plant rehabilitation project Phase III bid through MITN under bid # 4753 in the amount of \$2,581,400 be awarded to sole bidder, Suez Advanced with the cost paid equally over (4) four years at \$ 645,350/year, beginning with the budget year 2019, as recommended by WMS management.

BUDGET IMPLICATIONS: Project was approved in the FY2019 Water Department capital budget in the amount of \$645,350 per year for the next four years, account #592-000-970-000-1032WA.

<u>IMPLEMENTATION PLAN:</u> Subsequent to City Council concurrence, proceed with obtain necessary signatures and schedule project.

MAYOR'S RECOMMENDATION: AND

CITY ADMINISTRATOR'S RECOMMENDATION: Spysdal.

LEGAL COUNSEL REVIEW: N/A

LIST OF ATTACHMENTS:

- Bid Deposit Log Sheet
- MITN posting
- RFP Packet

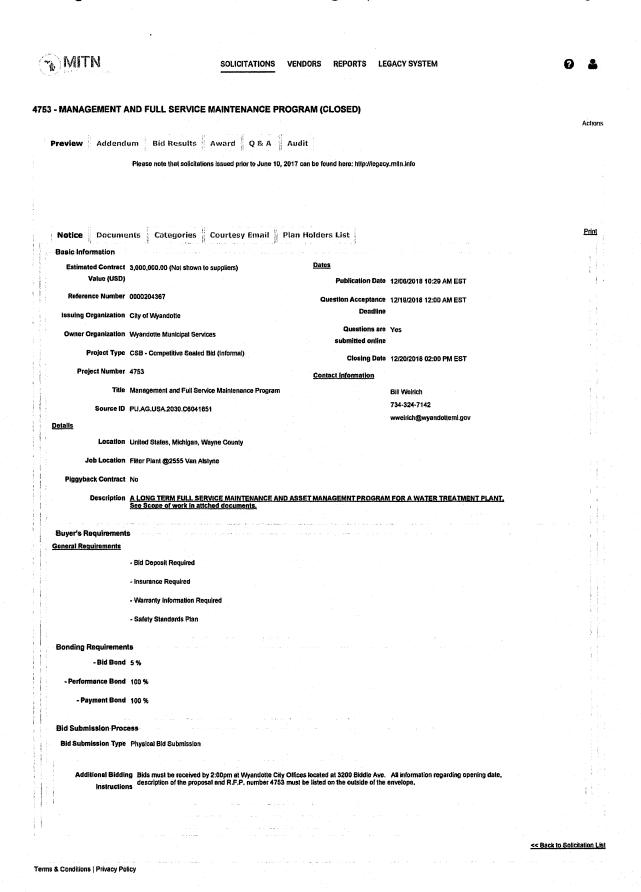
RESOLUTION:

BE IT RESOLVED, by the Wyandotte City Council that City Council concurs with the Wyandotte Municipal Services Commission authorizing the General Manager to award the scope of work for the Filter Plant Phase III rehabilitation project to Suez Advanced, the sole and lowest bid under bid #4753 in the amount of \$ 2,581,400 with payment to be made in four (4) annual installments of \$ 645,350 beginning in FY2019, as recommended by WMS management.

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| MOTION by Coun | cilperson | | | |
| Supported by Cour | ncilperson | | | |
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| Reference Number 0000204367 | | Bill Weirich |
| | October 1914 (followers) | 734-324-7142 |
| Project Type CSB - Competition | | wwo rich@wyandottemi.gov |
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| Owner Organization Wyandotte Muni- | cipal Services | |
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WYDANDOTTE MUNICIPAL SERVICES

WYANDOTTE, MICHIGAN



REQUEST FOR PROPOSALS

For

MANAGEMENT AND FULL SERVICE MAINTENANCE PROGRAM For WATER TREATMENT PLANT

December 3rd, 2018

Request for Proposals For Wyandotte Municipal Services, Michigan

December 2018

RFP---#4753

Wyandotte Municipal Services will receive proposals from qualified firms to contract for a long term perpetual full service maintenance and asset management program for one (1) water treatment plant until 2 PM on December 20th, 2018

Parties interested in this Request for Proposals may obtain a copy of the RFP from Wyandotte Municipal Services. All information outlined in the R.F.P., along with any other pertinent facts necessary for a proper evaluation of this proposal, should be delivered to Wyandotte Municipal Services, 3200 Biddle Avenue, Wyandotte, MI 48192 prior to the hour and date above designated.

Proposals shall be submitted in duplicate, sealed, and mailed or delivered to be received no later than the above time and date.

City Officials reserve the right to waive formalities in any proposal, and to reject any or all proposals in whole or in part with or without cause and/or to accept the proposal that in its judgment will be in the best interest of Wyandotte Municipal Services irrespective of cost. The Owners specifically reserve the right to reject any conditional proposal and will normally reject those which make it impossible to determine the intent of the proposal.

Sealed proposals will be received by **Wyandotte Municipal Services** until 2 PM on December 20th, 2018 at which time said proposals will be recorded and turned over

to City Officials for careful evaluation. Proposals are being received for the

furnishing of services as follows:

R.F.P. NUMBER: 4753

FOR FURNISHING OF: A LONG TERM FULL SERVICE MAINTENANCE AND ASSET

MANAGEMNT PROGRAM FOR A WATER TREATMENT PLANT.

Wyandotte Municipal Services reserves the right to waive any and all irregularities,

refuse all proposals and award the R.F.P. in the best interest of Wyandotte Municipal

Services.

Proposals shall be presented in a sealed envelope per instructions on the request for

proposal. All information regarding opening date, description of the proposal and

R.F.P. number must be listed on the outside of the envelope.

Any additional information necessary can be obtained by directing calls to Mr.

William Weirich, Wyandotte Municipal Services, 3200 Biddle Avenue, Wyandotte, MI

48192. Phone (734) 324-7142 reference to R.F.P. #4753.

3

GENERAL INFORMATION

PURPOSE

Wyandotte Municipal Services is soliciting proposals from qualified firms for a Long Term Perpetual Full Service Maintenance and Asset Management Program which includes: engineering, professional management, condition assessment, rehabilitation, repair, and repainting of one water treatment plant. It is the intent of the R.F.P. to determine the most qualified firm to which Wyandotte Municipal Services could contract these services.

SCOPE

It is the intent of Wyandotte Municipal Services to solicit a long term perpetual full service maintenance and asset management program from a firm that will provide an integrated maintenance and professional management service for water treatment plants which includes: engineering services (specific to the maintenance of existing water treatment plant covered by this RFP), professional asset management, internet reporting accessibility, all inspection services and all repair and renovation services. The proposal shall address all of the information outlined herein. Additionally, each prospective firm may include such other information as he or she deems pertinent to the proper evaluation of their proposal. Typewritten proposals only shall be submitted in duplicate, bound to create a single document containing all required material in a format that follows the outline in this request. It is the responsibility of each prospective firm interested in this proposal to inspect the water plant prior to the submission of their proposal. All bidders are responsible for obtaining any information pertinent to the proper evaluation of the vessels. Contact Mr. William Weirich @ (734) 324-7142 to schedule an inspection of the plant. *All submittals shall be mailed to Wyandotte Municipal Services, 3200 Biddle Avenue, Wyandotte, MI 48192. The Owner reserves the right to take a minimum period of one (1) week to examine and evaluate all proposals before a decision is made and announced.

Each firm is responsible for testing the current materials in place in the plant for hazardous content. All work must comply with OSHA Confined Space Entry, Michigan Department of Environmental Quality, A.W.W.A., and N.S.F. Regulations. Proposals will be considered, and should be written to provide the contracted maintenance of the following plant located at:

2555 Van Alstyne Road Wyandotte, MI 48192

ITEMS TO BE ADDRESSED IN RFP

The details of this proposal shall include information on all of the following items. Additionally, each prospective firm may submit such other information as deemed appropriate for the proper evaluation of his or her proposal.

A. Proposal shall include an informative narrative report introducing your firm. Additionally, a statement of qualifications and resume detailing the experience of all vital individuals responsible for providing service under this contract should be submitted, including project management personnel and inspectors. Principals involved should be listed along with their names and addresses of the individuals placed in charge for the administration of the terms and conditions of the contract. Summary resumes of all full time employees dedicated to technical services (engineers and N.A.C.E. certificated employees) are mandatory.

The following items must be included in the proposal or the City may reject it as unresponsive:

- (a) Number of years in business
- (b) Size of the firm (annual sales and total assets)
- (c) Ownership structure of firm. (Sole proprietorship, Partnership, Publicly Held, etc.)
 - If the proposing company is a sole proprietorship, partnership, or Limited Liability Corporation, a succession plan and guarantee of future performance must be documented in the proposal in order for the Township to comply with New Jersey laws.
 - ii) The primary criteria for approving or denying the contract include the financial and technical capabilities of the private contractor; the reasonableness of the contract terms; the protection of the public/water customers from risks or subsidization of the contract; the financial terms for the city and impact of the contract on its ability to repay its indebtedness; and inclusion of statutorily required terms. Under the statute, the City may enter into a contract with the private firm for up to 40 years and will therefore require reasonable assurances from the firm that future performance under the contract will be secure.
- (d) Total number of employees direct and indirect
- (e) Fully audited financial statements, including balance sheet and income statements, from the most recent fiscal year of the prime respondent.
- (f) Reference from a financial institution
- (g) Copy of Michigan Professional Engineer's license for engineer on staff
- (h) Copy of Michigan Business License
- B. Proposal shall include the details of appropriate work and renovation plan for the water plant. This shall include but not be limited to, the evaluation of the plant with particular regard to the internal and external structural condition of the plant and any of its appurtenances, need for painting and condition of the foundation.

- D. Proposal shall also specify the frequency and degree of Inspection and media condition assessment services the Owner could expect under the terms of the maintenance contract. The filters shall be inspected annually with a complete report provided to Wyandotte Municipal Services. A minimum of two (2) filter inspections with detailed engineering report shall be conducted each year. Additionally, each perspective firm should address the requirements to assume responsibility for all corrections and repairs to the filters necessitated by acts of vandalism or through normal deterioration.
- E. A detailed proposal shall adhere to the specifications given in this Request for Proposal. All surface preparation and coatings specified should be strictly *adhered* to; there will be no variance. These specifications are identified in this Request for Proposal as filter renovation specifications. In addition, all rules and regulations of the *Michigan Department of Environmental Quality* will be strictly adhered to. All permits, approvals, etc., required by the *Michigan Department of Environmental Quality* will be the responsibility of the successful firm.
- F. Each proposer shall submit a detailed insurance certificate. This insurance certificate should detail all levels of insurance that may be required by Wyandotte Municipal Services to accept a contractual obligation which shall be at a minimum provided by an insurance company which carries an AM Best rating of A- or better. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Firm under the terms of the Contract. The Firm shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. The Firm shall carry Insurance as prescribed herein and all policies shall be with companies satisfactory to Wyandotte Municipal Services.

If a part of this Contract is sublet, the Firm shall require each sub-firm to carry insurance of the same kinds and in like amounts as carried by the prime Firm.

Certificates of insurance shall state that thirty (30) days written notice will be given to Wyandotte Municipal Services Officials before the policy is canceled or non-renewed. No Firm or sub-firm will be allowed to start any work on this contract until certificates of all insurance required herein are filled and approved by Wyandotte Municipal Services Officials. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name Wyandotte Municipal Services as additional insured. The Firm shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds of insurance.

- 1. Workman's Compensation and Employer's Liability Insurance
 - a. This insurance shall protect the Firm against all claims under applicable State Workmen's Compensation Laws. The liability limits shall not be less than the required Statutory Limits for Workmen's Compensation

and Employer's Liability in the amount of \$1,000,000 Each Accident, \$1,000,000 Disease-Each Employee, \$1,000,000 Disease-Policy Limit.

2. Firm's Comprehensive General Liability Insurance

- a. This insurance shall cover all operations in connection with the performance of this Contract in amounts not less than the following: Coverage in the amount of \$1,000,000 for each occurrence and \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate for claims by third parties for bodily injury, property damage or personal injury. Coverage shall be provided on an occurrence form, not claims made. No exclusions or limitations related to height of work will be allowed.
- b. The Comprehensive General Liability policy carried by both the prime and the sub-firms shall be maintained by the contractor for at least two years after completion of services.

3. Automotive Liability

- a. The Firm shall maintain automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury or property damage liability to protect him from any and all claims arising from the use of the following:
 - i. Firm's own automobile and trucks.
 - ii. Hired/leased or rented automobiles and trucks.
- b. The aforementioned is to cover use of automobiles and trucks on and off the site of the project.

4. Owner's Protective Liability Policy

a. The Firm shall maintain Owner's Protective Liability Insurance with Atlantic City MUA, and their servants, agents, and employees as insured in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

5. Builder's Risk Insurance

a. Until the project is completed and is accepted by the Owner, the Firm is required to maintain Builder's Risk Insurance adequate to fully cover the insurable portion of the project for the benefit of the Owner, the prime Firm, and sub-firms as their interest may appear.

6. Pollution Liability

a. This insurance shall cover Pollution Liability in amounts of at least \$10,000,000.

7. Contractor's Professional Liability

a. This insurance shall cover Contractors Professional Liability in amounts of at least \$2,000,000.

- 8. Umbrella Liability
 - a. Umbrella or Excess Liability police in amounts of at least \$10,000,000 shall be provided.
- G. Each proposal should include a detailed contract document for the water plant to be included in this R.F.P. The specific timeframe for the contract document shall be limited to one (1) year at which time the contract shall be automatically renewed upon payment of the annual base fee. Within the contract document shall be a specific cancellation clause, which indicates procedures that Wyandotte Municipal Services may take for cancellation of the contract.
- H. No short-term contracts (1-year, 2-year, or 3-year) will be considered. The firm may never cancel the contract for any reason other than non-payment by Wyandotte Municipal Services. The contract must include a detailed fee schedule with a not to exceed inflationary adjustment factor so Wyandotte Municipal Services can calculate future maintenance cost for an indefinite time.
- I. Any permits, approvals, etc. required by the State of Michigan to accomplish all current and future work shall be the responsibility of the successful proposer.
- J. Each bidder shall submit a formal **Safety Program** stating company policy on all safety procedures. Document procedures to include workers protection, confined space, and general safety procedures. (Safety Program may be submitted on a separate CD or other electronic media if it exceeds 100 pages in length.)
- K. Outlined below is the schedule that defines the initial work schedule. *There will* be no deviation from this schedule of work.

Evaluation Criteria

Proposals will be evaluated by the City's evaluation committee using the following criteria:

- A. Experience in performing the requested engineering services.
- B. In-house capabilities of the project office to provide services requested; extent of project participation by remote locations or sub-contractors.
- C. Project methodology
- D. Expertise of personnel assigned to the projects
- E. In-place quality assurance procedures
- F. Financial stability and strength of the company to assure long term support of the contract and future maintenance commitments.
- G. Innovative payment structures for the cost of the initial renovation.
- H. Overall cost of the program proposed for the Full Service Asset Management Maintenance Program

The City will use a weighted evaluation matrix to rate each proposal. The criteria stated above will be prioritized and the proposals will be evaluated on the capabilities and merit of each respondent.

This RFP is not a bid and the lowest cost proposal may not necessarily be chosen as the best solution for the long term requirements of the City.

Wyandotte Municipal Services SCHEDULE OF WORK TO BE ACCOMPLISHED UNDER THE "FULL SERVICE MAINTENANCE AND ASSET MANAGEMENT PROGRAM"

YEAR 1 (2019) Water Treatment Plant

Scope of Work

1918 Surface Wash:

- 1. Provide and install new 6" main with 4" drops to feed new Leopold was piping.
 - a. Mains shall be Sch.10 stainless steel with Victaulic fittings and connections.
- 2. Provide and install (1) Vaughn Surface Wash Pump to match existing surface wash pump currently in surface in 1970's gallery.
- 3. Provide and install (1) new 6" Backflow Preventer per code requirements.
- 4. Furnish and Install prefabricated surface wash water piping & agitators for 6 filters.
- 5. Furnish and install SS wall pipes for wash water penetrations through weir wall & filter gallery wall (1920's gallery) consisting of the following:
 - a. 304 SS 10S pipe & BW fittings, 150# 304 SS slip-on flanges
 - b. 90 degree elbow under control valve in filter gallery
 - c. Coring for wall pipe removal and installations.
 - d. Grouting of wall pipes into weir & gallery walls.
 - e. Install 4" actuators and valves
- 6. Actuator to valve 1 Mount/Test actuator to valve
- 7. Valve 3" 150# Ball -Flanged Ends
 - a. Agitators will be twenty-four (24) Leopold Straight-Line Filter Agitators, 8'-9" in diameter, with flexi-jet nozzles, and QJ end caps for installation into six circa 1920 filters.
 - b. Agitators will have forged bronze center bearing assembly with red brass lateral arms. Also included will be 6'-0" brass indicator rod with Lexan flag.
 - c. Six (6) sets of Leopold Leo-Resist Agitator Supply Piping.
 - d. Supply piping shall be fabricated of (schedule 5), type 304 stainless steel.
 - e. 2" red brass downpipes with 2" NPT connection with dielectric connection. Supply piping shall commence with a flange at 6" inside the filter cell.
 - Six (6) sets of fabricated type 304 stainless steel supports and stabilizers for Agitator Piping System.
- 8. Add Power wiring for six (6) new actuators on the surface wash valves
- 9. Control and terminations to SCADA panels and as built drawings
- 10. The surface wash valves to the filter operation sequence and make them function like filters 11-16.
- 11. Remove 12 inches of the existing sand media in filter beds 1-6.
- 12. Anthracite filtration media will be added to filter beds 1-6 to match filters 11-16.

Replacement of Existing Lead Based Valves: Due to the lead belle fittings that are at the connections points of these 1918 existing valves, 2 new support hanger for the existing piping prior to removal of old valve so the existing lead joints would not be disturbed. Hot bolted the existing valve removing the old bolts and replacing with new stainless steel bolts.

- 1. Replacement of a 10" butterfly valve & installation of actuator
- 2. Replacement of a 16" butterfly valve & installation of actuator
- 3. Replacement of an 18" butterfly valve & installation of actuator
- 4. Removing existing valves & actuators to dumpster
- 5. Furnishing & installing the valves (plain stem, no actuator or mountings).
- 6. Furnishing & installing new 304 SS bolt & nut sets with neoprene gaskets

- 7. Furnishing & installing flange fillers where necessary or reusing if applicable
- 8. Installing the actuators furnished by others
- 9. Smoke control during demolition

New HV System for 1918 Gallery: Currently there is no ventilation or heat on the 1918 side of the filter plant. We propose adding a unit that will bring fresh air into the space along with a steam coil to provide adequate heat to make the environment more adequate and promote less deterioration to the existing structures.

1. Provide a new HV unit & distribution ductwork based on steam heat

Includes:

- a. Furnishing & installing HV unit in abandoned north filter gallery
- b. Removing abandoned valve actuator to make room for unit
- c. Furnishing & installing 304 SS ductwork
- d. Furnishing & installing OA intake/OA discharge using the two windows at north end 5. Low voltage temperature control wiring to remote control panel
- e. OA intake insulation
- f. Steam option includes replacement of steam & condensate system in gallery
- g. Steam option also includes replacing piping serving unit heaters supplied from the header
- h. Steam option also includes insulation on steam & condensate piping
- i. Removing glass block windows & replacing with louvers
- j. Based on 4 air changes per hour or 1500 cfm
- k. Certified Air Balance

New 304 SS Supports for 1918 Gallery: The existing supports are rusted and rotting out to the point of having no structural valve. We propose to replace the old galvanized metal with stainless steel supports, to adequately support the existing piping and have an unlimited life span.

- Drain, Influent, & Wash water piping supports in operating gallery & on shelf Includes:
 - a. Furnishing & installing 304 SS supports
 - b. Grouting of base plates
 - c. Removal of concrete supports (Sonotube filled type) and steel supports

1970 Air Handling Unit: The existing 1970 air handling unit has reached its efficiency life span. We propose to replace this unit with a more efficient unit and replace the existing steam piping associated with the unit to eliminate all the leaks in the existing lines.

- 1. Furnishing & installing of (1) Daikin Vision Air Handling Unit
- 2. All associated steam piping in Gallery Area associated with Air handler
- 3. Removal of existing Air Handler and onsite disposal.
- 4. Sheet Metal Alterations to accommodate new Air Handler configuration
- 5. Certified Air Balance

<u>Insulation of Waste:</u> The existing waste line on the 1970 side of the filter plant is experiencing condensation on the waste pipe. USG proposes to insulate this piping to eliminate this condensate for the waste water that remains in the belly of the pipe after its wash.

- 1. Insulate the 32" piping and couplings in the new gallery
- 2. Insulation to be 2" fiberglass with ASJ jacket.

Exterior Masonry Restoration Original Filter Building, 1973 Addition, & Chemical Storage Building (see pictures).

Includes:

1. Provide all labor, materials, and equipment to perform the cleaning, tuck-pointing, brick repairs, tuck-pointing, coating, and miscellaneous repairs as described below.

Original Filter Building

- 2. Remove brick at bricked-in window areas on two-story portion to access the rusted steel. Remove rusted steel and clean out the cavity.
- 3. Relay new brick plumb and flush with the surrounding brick as closely as possible. Replace steel lintels on the two small glass block windows on the north elevation of the one-story portion.
- 4. Remove bulging brick and stone on either side of the entrance on the south elevation. Each area measures approximately 5' high by 20' long.
- Each area will be relayed with proper wall ties used. As many of the original brick will be reused when possible.
- 6. At south elevation entrance reset coping on wing walls. This area is in very poor condition. Tuck point the brick 100%.
- 7. Replacing various cracked and small bulges in the brick on each elevation.
- 8. All stone to stone joints will be caulked.
- 9. All existing caulk at the bricked in window areas will be recaulked.
- 10. Perform necessary tuck-pointing to missing or deteriorated mortar joints on all elevations. Pressure clean the brick, stone, and foundation on all elevations using a hot water pressure unit.
- 11. Make minor repairs to the foundation around the perimeter of the building.
- The spider web cracks will be dealt with by the coating which is intended to bridge minor cracks of this nature.
- 13. Coat the foundation using a Sherwin-Williams recommended masonry coating.

1973 Building Addition

- 1. At the rolling overhead door, cut out the veneer portion of the rusted steel lintel and replace with a new steel angle. Flashing will be installed.
- 2. Caulk all stone to brick joints.
- 3. Necessary tuck point missing or deteriorated mortar joints on all elevations.
- Pressure wash the concrete block elevations and coat with Sherwin-Williams recommended block coating.

Chemical Storage Room Building

- 1. At southwest corner, remove a portion of the shifted brick and relay as flush and plumb.
- 2. Necessary tuck point missing or deteriorated mortar joints on all elevations.
- 3. Recaulk previous caulked joint at north elevation crack on concrete block.
- 4. Pressure wash the concrete block elevation and coat with Sherwin-Williams recommended block coating.

Concrete Steps: The existing steps are deteriorating upon repair. Install new concrete steps with the adequate tread length for a commercial environment. Also, the associated railing for these steps will also be replaced in kind.

- 1. Remove with jack hammer 4-pooured 5' steps at base of interior water plant
- 2. Install four (4) 5'7" Precast steps
- 3. Install 3" tube railing with base plates
- 4. Daily clean-up and debris removal

New Low Service Building Exhaust: With the presence of variable frequency drives in the building and no ventilation, it is known that the extreme temperatures within the space is not good for the longevity of the drives. With the installation of this fan and louver, it will keep the air moving through the space and limit the stress on the drives and prevent overheating.

- 1. Provide and install (1) 460V 3-phase 42" x 42" up blast exhaust fan
- 2. Provide and install (1) 48" roof curb
- 3. Provide and install (2) 12" x 12" aluminum combination louver/dampers on (2) exterior walls.
- 4. Provide and install (2) actuator motors for new louver/dampers.

30" Exterior Isolation Valves: There are two (2) existing 30" valves located outside the filter plan in the grassy area. In the event of an emergency or DEQ requirement, the City is unable to isolate either the 1918 or

1970 filter plant sides due to the existing valves not being operable. Valves are to be unearthed, lubricate and exercise the valves so the City has the ability to shut one side of the filter plant down if called upon to do so.

- 1. Provide labor and equipment to unearth (2) 30" butterfly valves in green area at building entrance.
- 2. Lubricate and attempt to actuate both 30" valves to prove shut-off/seal.
- 3. Earth shall be gently removed via back-hoe with Vac-Truck service available if necessary.

YEAR 2, 3, & 4 (2020 - 2022)

Condition Assessment Service

- 1 Conduct basic inspections of all included filters to assess structural and hydraulic conditions, while considering any limitations if the filter media and support gravel have not been removed. Basic inspection shall include evaluating any existing appurtenant equipment such as air scour or surface wash and observing backwash processes in as many filter basins as possible, in order to generally evaluate flow rates, efficiency, water quality, possible underdrain concerns, etc.
- 2 Collect individual filter media samples from a minimum of two (2) of the total quantity of filters to be evaluated. Filters to be sampled shall depend on actual filtration system conditions at time of the CA activities and related coordination with Wyandotte Municipal Services regarding operating conditions.
- 3 Conduct in-depth lab study of each media sample collected and provide analytical details to the Customer which shall include organic and inorganic analyses, microscopic inspection, sieve analysis, and determining chemical cleaning effectiveness if appropriate.
- 4 Perform a full chemical cleaning for all 12 filters by the end of year 4. Chemical make-up will be determined from the filter media samples.

INSURANCE REQUIREMENTS

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Firm under the terms of the Contract. The Firm shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own Judgment, may be necessary for their proper protection in the prosecution of the work. The Firm shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to Wyandotte Municipal Services.

If a part of this Contract is sublet, the Firm shall require each sub-firm to carry insurance of the same kinds and in like amounts as carried by the prime Firm.

Certificates of insurance shall state that thirty (30) days written notice will be given to City Officials before the policy is canceled or non-renewed. No Firm or sub-firm will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by City Officials. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name Wyandotte Municipal Services as additional insured. The Firm shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds of insurance.

A. Workman's Compensation and Employer's Liability Insurance

This insurance shall protect the Firm against all claims under applicable State Workmen's Compensation Laws. The liability limits shall not be less than the required Statutory Limits for

Workmen's Compensation and Employer's Liability in the amount of \$1,000,000 Each Accident, \$1,000,000 Disease-Each Employee, \$1,000,000 Disease-Policy Limit.

B. Firm's Comprehensive General Liability Insurance

This insurance shall cover all operations in connection with the performance of this Contract in amounts not less than the following: Coverage in the amount of \$1,000,000 for each occurrence and \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate for claims by third parties for bodily injury, property damage or personal injury. Coverage shall be provided on an occurrence form, not claims made. No exclusions or limitations related to height of work will be allowed.

The Comprehensive General Liability policy carried by both the prime and the subfirms shall be maintained by the contractor for at least two years after completion of services.

C. Automotive Liability

The Firm shall maintain automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury or property damage liability to protect him from any and all claims arising from the use of the following:

(1) Firm's own automobile and trucks.

(2) Hired/leased or rented automobiles and trucks.

The aforementioned is to cover use of automobiles and trucks on and off the site of the project.

D. Owner's Protective Liability Policy

The Firm shall maintain Owner's Protective Liability Insurance with Wyandotte Municipal Services, and their servants, agents, and employees as insured in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

E. Builder's Risk Insurance

Until the project is completed and is accepted by the Owner, the Firm is required to maintain Builder's Risk insurance adequate to fully cover the insurable portion of the project for the benefit of the Owner, the prime Firm, and sub-firms as their interest may appear.

F. Pollution Liability

This insurance shall cover Pollution Liability in amounts of at least \$10,000,000.

G. Contractor's Professional Liability

This insurance shall cover Contractors Professional Liability in amounts of at least \$2,000,000.

H. Umbrella Liability

Umbrella or Excess Liability police in amounts of at least \$10,000,000 shall be provided.

NOTICE:

- The water plant's renovation specifications, repairs, and routine maintenance and inspections outlined above must be strictly adhered to.
 The Firm shall not be allowed to deviate from these specifications.
- 2. The renovation projects, routine maintenance, inspections, and evaluations outlined in the "Schedule of Work" must be completed in accordance with the specified timeframe. All maintenance program costs must be calculated with the completion deadline of these projects in mind.

AFFIDAVIT

| l, | _, being an authorized representative of the |
|--|--|
| firm of | , located in the City |
| of, State _ | , Zip Code, Phone |
| , have read a | nd understood the contents of the formal |
| proposal and hereby submit our | proposal accordingly as of this date |
| | |
| | |
| | |
| Signature of Authorized Representative | |
| | |

Instructions for Completing Pricing Pages

The schedule of work and fees on the following pages must be completed in full. **Wyandotte Municipal Services requests a "flat" payment plan for the first four (4) years of the contract.** Future filter media replacement cost must be built into the contract and completed no later than year 2034 (unless need to earlier based upon media sampling).

The schedule of work must be strictly adhered to. No qualifiers or limitations on the planned work will be allowed.

Failure to complete the pricing forms as requested may be grounds for disqualification.

Wyandotte, Michigan Water Treatment Plant - Full Service Asset Management Program -- Pricing Page

| <u>2019</u> | <u>2020</u> | <u>2021</u> | <u>2022</u> |
|----------------------------|-------------------------|-------------------------|---|
| Year 1 | Year 2 | Year 3 | Year 4 |
| 12 Filter Water | Condition Assessment | Condition Assessment | Condition Assessment |
| Treatment Plant Repairs | | | n de sa de |
| | | | an en |
| \$ | \$ | \$ | 5 |

DATE: February 11, 2019

| RESOLUTION by Councilperson | | |
|--|---|---|
| BE IT RESOLVED by the Wyando Wyandotte Municipal Services Commis of work for the Filter Plant Phase III re- bid under bid #4753 in the amount of installments of \$ 645,350 beginning in | ssion authorizing the Gene habilitation project to Sue \$ 2,581,400 with paymen | eral Manager to award the scope z Advanced, the sole and lowest t to be made in four (4) annual |
| I Move the adoption of the foregoing re | esolution. | |
| MOTION by Councilperson | | |
| SUPPORTED by Councilperson | | |
| <u>YEAS</u> | COUNCIL | <u>NAYS</u> |
| | Alderman Calvin DeSana Maiani Sabuda Schultz | |

MEETING DATE:

January 28th 2019

AGENDA ITEM # 3a

ITEM: Special Event Application - WSAF Entertainment Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Herewith, please find the entertainment contract assembled and recommended by my office for the 2019 Wyandotte Street Art Fair. This agreement states that full payment will be required even if the band does not perform due to bad weather. This is typical for entertainers and I fully recommend this agreement for this year's fair.

Tangerine Moon Productions - \$12,050.00

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

285.225.925.730.860 - \$12,050.00

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Saysdal

LEGAL COUNSEL'S RECOMMENDATION: Approved. On file.

MAYOR'S RECOMMENDATION: ALP.

LIST OF ATTACHMENTS

Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan Date: January 28th 2019

| OVE the entertain ined in the provid Art Fair account 2 | ment contracts for the below b | pecial Event Coordinator in the bands for the 2019 Wyandotte ary 28th 2019 to be paid from JRTHER RESOLVED that the h behalf of the City of Wyandotte. |
|--|--|--|
| ined in the provid Art Fair account 2 are hereby directo | ed communication dated Janu 285.225.925.730.860. BE IT FU ed to execute said contracts or | ary 28th 2019 to be paid from JRTHER RESOLVED that the |
| luctions - \$12,050 | 00 | |
| | .00 | |
| of the foregoing re | solution. | |
| of the foregoing re | solution. | |
| nen | | |
| lman | | _ |
| YEAS | COUNCIL | NAYS |
| | Alderman | |
| 25 | Calvin | 25 <u></u> |
| | DeSana | |
| | Maiani | 19 |
| | Sabuda | |
| 37 | Schultz | AT |
| | nen | YEAS COUNCIL Alderman Calvin DeSana Maiani Sabuda |



Contract

This contract/rider is between Tangerine Moon Productions' band Various Artists, herein after referred to as "artist" or "Various Artists", and Wyandotte Street Art Fair herein referred to as "purchaser".

All terms and conditions hereinafter set forth are part of the same contract. Artist agrees to furnish and purchaser agrees to accept for the engagement hereunder, an entertainment unit including services of the artist under the following terms and conditions.

Agreement Made 12.04.18 between:

Special Events Office
Department of Recreation, Leisure and Culture
Attn: Heather Thiede
3200 Biddle Avenue Ste. 200
Wyandotte, MI. 48192
p: (734) 324-4502 | e: events@wvan.org

AND

Class of '98, Boogie Dynomite, & Mega 80s (artist) c/o Tangerine Moon Productions EIN: 56-2496072

Date(s) of Engagement: Class of '98 - Thursday, July 11, 2019 | Boogie Dynomite - Friday, July 12, 2019 | Mega 80s - Saturday, July 13, 2019.

Venue: Downtown Wyandotte

The artist will play equivalent of 3, 45 minute sets. Artist will play from: TBD

Wage agreed upon: \$12,050.00

INCLUDES:

Band(s): Class of '98 (07/11/2019) | Boogie Dynomite (07/12/2019) | Mega 80s (07/13/2019)

Production (P.A., sound engineer and lighting) provided by Wyandotte Street Art Fair

Purchaser will make payments as follows:

Tangerine Moon Productions will accept payment by check in the amount of \$6,025.00 as a nonrefundable security deposit. The remaining balance of \$6,025.00 shall be paid by Monday of the event week: July 8, 2019.

There is a weekly late charge of \$25 dollars per production.

Please send contract, event sheet, and deposit to:

(Under no circumstances is payment to be remitted to production staff [musicians, sound, multimedia])

Tangerine Moon Productions 240 N Rochester Rd Clawson, MI. 48017

ADDITIONAL PROVISIONS

ACCESS TO VENUE

Purchaser shall allow artist access to venue for load in and setup at least three (3) hours prior to opening doors. Tangerine Moon Productions will advance exact times. Purchaser must also provide parking. 6 parking spaces for cars and one large U-haul truck sized vehicle for the sound company (if needed), as close to stage doors as possible. If parking is off the premises, then purchaser shall validate all parking or have passes made available for all production members.

STAGING

Purchaser shall provide an appropriate size stage, (20 X 24 recommended). Stage area MUST fit five (5) people comfortably. If performance is outdoors, the stage shall be covered, and proper indoor facilities are necessary for backup plans due to inclement weather.

TECHNICAL

If Tangerine Moon Productions is providing P.A., multimedia, and lighting, purchaser must provide adequate electrical power. 2-3 separate circuits if lighting is not purchased, and 4 separate circuits if lighting and multimedia packages are purchased.

SOUNDCHECK

Artist needs twenty-five (25) to forty (40) minutes to sound check. Tangerine Moon Productions will advance exact times.

SECURITY

Purchaser shall provide security (amount appropriate to venue size) to ensure the safety of the audience as well as the artists, crew and equipment from the time we arrive until the time we leave.

DRESSING ROOMS

Purchaser shall provide a clean, quiet, well lit, NON SMOKING room for artist to sit six (6) people comfortably from load in to load out, This room should have multiple electrical outlets. This room shall be lockable if needed. Purchaser shall also provide access to a clean, private bathroom with soap.

SPECIAL NOTE

The artist shall at all times have complete supervision, direction, and control over the services or his/her personnel and reserves the right to control the manner, means, and details of the performance to ensure Tangerine Moon Productions "show quality standards".

Recording, reproduction, or transmission of artist's performance is prohibited absent written consent of the artist.

Cancellation:

The agreement that the Artist perform is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond the artists control.

Outdoor events are also subject to cancellation resulting from specific weather conditions such as (but not limited to) precipitation (or strong chance of), adverse wet conditions due to prior weather conditions, lightning (or strong chance of), or not being provided adequate shelter from the elements.

If the circumstance should arise that the purchaser cancels the performance agreement, all deposits will be foregone.

Extra Time:

Tangerine Moon Productions' bands will play up to three encore songs if requested. After that the purchaser shall be billed for one set which is equal to the purchase price divided by three. This payment is to be paid within one week after the contracted performance date.

Late Charges:

There is a weekly late charge of \$25 dollars per production.

Tangerine Moon Productions is an independent contractor and assumes all responsibility for: withholding tax, social security, state tax, public liability and workmen's compensation insurance, and assumes responsibility for insurance coverage to, from and on engagement, and accident or injury to themselves and/or their equipment

INDEMNIFICATION

Purchaser agrees to indemnity and hold harmless, the Artist and Tangerine Moon Productions from, and against all claims, costs, damages, liabilities, losses or judgments arising out of, or in connection to any claim, demand or action made by any third party as sustained by direct or indirect consequence of this engagement.

All changes to this contract/rider must be in writing, and approved by both the artist and the purchaser. Unless waived, all terms and provisions herein shall be agreed to, and provided by purchaser.

LEGAL STUFF

CHOICE OF LAW

This Contract shall be governed by the laws of the State of Michigan.

ATTORNEY FEES AND COSTS

If payment due under this Contract is not timely made by Purchaser, then Tangerine Moon Productions shall be entitled to recover, in addition to the payment itself and any late fees specified in this Contract, any and all reasonable costs and attorney fees incurred in connection with the collection of the delinquent payment(s).

ARBITRATION

All disputes related to this Contract, to the performance or alleged breach thereof, or to non-payment or delinquency of monies due under the terms of this Contract, shall be submitted to arbitration before a single-member arbitration panel, under the Commercial Arbitration Rules of the American Arbitration Association. If an arbitrator cannot be agreed-upon within ten (10) days of the arbitration demand, then either party may seek appointment of an arbitrator under Rule 11 of the Commercial Arbitration Rules. The Arbitral Award shall require the substantially losing party in said arbitration to pay both the substantially prevailing party's reasonable costs and attorney fees, and the entire cost of arbitration. The Arbitral Award shall be subject to enforcement in any United States state or federal court of competent jurisdiction. The party enforcing the Arbitral Award shall be entitled to recover all reasonable costs and attorney fees incurred in connection with the enforcement of said Award.

ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the Parties, with respect to the subject-matter of this Agreement, and supersedes any and all prior oral and written agreements and understandings. No representation, warranty, condition, understanding or agreement of any kind with respect to the subject-matter of this Agreement shall be relied upon by either party except those contained in this written Agreement.

Please initial below that you are cognizant of and accept these legal terms:

| I acknowledge that this Contract contains an arbitration clause, requiring all disputes to be submitted to arbitra- |
|---|
| tion, and requiring the substantially losing party to pay the entire cost of arbitration, along with the substantially pre- |
| vailing party's reasonable costs and attorney fees. |

I acknowledge that this Contract includes an attorney fees clause, stating that Purchaser can be held liable, in the event of a delinquent payment, for reasonable costs and attorney fees incurred by Tangerine Moon Productions, collecting the delinquent debt.

| Please initial below that you are cognizant of and accept the following important terms: | |
|---|---|
| I acknowledge that the final balance is due by Monday of the event week. Failure to do so will result in the band not being able to perform at said event. | |
| I acknowledge that payment is only to be remitted to the Tangerine Moon Office and not the Production Staff (musicians, sound engineers or multimedia technicians). | |
| I acknowledge that this contract has a 14 day shelf life and will be considered null and void if not signed and returned along with the deposit within the specified time frame. | |
| I acknowledge that all deposits will be foregone in the event of purchaser's cancellation, due to the commitment of the event date and potential monies lost by forfeited bookings on the same said date. | |
| Please sign below; contracts without signatures are not valid: | |
| | |
| Tangerine Moon Productions Rep / Date | |
| Wyandotte Street Art Fair Rep / Date | |
| Please sign and return. Contract is null and void if not returned 14 days from the above date of creation (12.04.2018) | Э |
| Thanks for purchasing your entertainment from Tangerine Moon Productions! | |
| | |
| | |
| | |
| | |
| | |

DATE: February 11, 2019

| RESOLUTION by Councilperson | | |
|---|---|--|
| BE IT RESOLVED that Council concursions to approve the 2019 WSA Productions in the amount of \$12,050.0 Dynomite, Class of '98, and Mega 80s 285.225.925.730.860. | F entertainment agreement 00 for three 45-minutes sets | with Tangerine Moon s (one each by Boogie |
| BE IT FURTHER RESOLVED that th said contract on behalf of the City of V | • | e hereby directed to execute |
| I Move the adoption of the foregoing removed MOTION by Councilperson | esolution. | |
| SUPPORTED by Councilperson _ | | |
| <u>YEAS</u> | COUNCIL | <u>NAYS</u> |
| | Alderman Calvin DeSana Maiani Sabuda Schultz | |

MEETING DATE:

January 28th 2019

AGENDA ITEM # 3b

DOD

ITEM: Special Event Application - Wyandotte Boat Club

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find the Special Event Applications from the Wyandotte Boat Club for their regattas to be held April 27th 2019 and May 4th 2019. Below are the road closures they are requesting:

April 27th 2019: Hebda Cup 6 am to 5 pm BASF Waterfront Park Biddle Avenue from Pine to Plum Street

May 4th 2019: WY-HI Rowing Regatta 6 am to 6 pm BASF Waterfront Park Biddle Avenue from Pine to Plum Street

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

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

<u>ACTION REQUESTED</u>: It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of City property for their events on April 27th and May 4th 2019.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Chief of Police, Department of Public Service, Recreation, Fire Department and Special Events Coordinator. It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of City property for their events on April 27th and May 4th 2019.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Shupdal

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: AR.

LIST OF ATTACHMENTS

Letter

MODEL RESOLUTION:

| RESOLUTION | | | Wyandotte, Michigan Date: January 28 th 2019 |
|---|--------------------------------------|--|--|
| RESOLUTION by Co. | ıncilman | | |
| Coordinator, Chief of this application/ev | of Police, Fire Ch ent and approv | ef and Superintendent of the | h the recommendation of the Special Events e Department of Public Service have reviewed ion the organization signs a hold harmless insured. |
| April 27 th 2019: H BASF Waterfront P Biddle Avenue fron | ark | | |
| May 4 th 2019: WY BASF Waterfront P Biddle Avenue fron | ark | | |
| Superintendent of t | the Department on the organizat | of Public Service have reviev on signs a hold harmless ag | ng days. The Chief of Police, Fire Chief and wed this application/event and approved with greement as well as add the City of Wyandotte |
| I move the adoption | of the foregoin | g resolution. | |
| MOTION by Council | men | | |
| Supported by Counc | cilman | | |
| | YEAS | COUNCIL | NAYS |
| | 22 30 | Alderman Calvin DeSana | |

Maiani Sabuda Schultz



Wyandotte Boat Club 1 Pine St Wyandotte, MI 48192

January 2, 2019

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

Dear Mayor Peterson and Members of City Council:

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

It is my pleasure to inform you that the 55th Hebda Cup rowing Regatta will be contested on Saturday, April 27th, 2019 and the Wy-Hi Regatta will follow on Saturday, May 4th, 2019. In case of bad weather the competitions will run the following day.

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

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

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

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

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

Sincerely yours, For the Wyandotte Boat Club

Fred Mekolon Jr Regatta Chair

DATE: February 11, 2019

| RESOLUTION by Councilperson | | |
|--|--|--|
| BE IT RESOLVED that Council here Coordinator, Chief of Police, Fire Chi and approves the request of Fred Mek Park for the following events: | ef, and Superintendent of the | e Department of Public Service |
| EVENT 55 th Annual Hebda Cup Rowing Rega Wy-Hi Regatta (in the case of inclement weather, the | Saturday, May 4, 201 | 6AM - 6PM |
| BE IT FURTHER RESOLVED that the as prepared by the Department of Leg additional insured; AND | | |
| BE IT FURTHER RESOLVED that the sign said street closing permit docume that the City of Wyandotte hereby holestreet with responsibilities for all dame assumed by the City of Wyandotte. | ents to close Biddle Avenue : ds harmless the County of W | from Pine to Plum Street and Vayne for the closure of said |
| I Move the adoption of the foregoing | resolution. | |
| MOTION by Councilperson | | |
| SUPPORTED by Councilperson | | |
| <u>YEAS</u> | COUNCIL | <u>NAYS</u> |
| | Alderman Calvin DeSana Maiani Sabuda Schultz | |

MEETING DATE:

January 28th 2019

agenda item #3c

ITEM: Special Event Application - Tin Can Tourists - Vintage Camping Club

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find the Special Event Applications from the Tin Can Tourists for their event to be held April 26th and 27th 2019. Below are the road closures and use of city property they are requesting:

April 26-27th 2019

- Street Closures/Property Use:
 - o Grassy Lot at Elm and First Street
 - o Six parking spaces on the South side of Elm Street from First to the Alley
 - o Five parking spaces on First Street on the West side from Elm to Maple Street
 - All parking spaces surrounding the Grassy Lot on Elm and First Street as well as the row of parking closest to the grassy lot
 - No parking signs placed in these areas to state: "No Parking signs for Thursday after 6pm"
 - Request for barricades to block off areas before the events start to remain up until after the visits have closed.
 - Permission for the trailers to be parked on the streets no earlier than Thursday, April 25th at 5 pm and to remain on site until Sunday, April 28th 2019 before 1 pm.

The Chief of Police, Fire Chief and Superintendent of the Department of Public Service have reviewed this application/event and approved with the recommendation the organization signs a hold harmless agreement as well as add the City of Wyandotte as additional insured. (Please see the attached application and schedule)

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of City property for their events on April 25th and April 28th 2019.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Chief of Police, Department of Public Service, Recreation, Fire Department and Special Events Coordinator. It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of City property for their events on April 25th and April 28th 2019.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Saysdal

LEGAL COUNSEL'S RECOMMENDATION: N/A

| MAYOR'S REC | COMMENDATION: | W. | |
|-----------------------------------|------------------------------|--|---|
| LIST OF ATTA | CHMENTS | | |
| Letter and sch | edule | | |
| MODEL RESO | LUTION: | | |
| RESOLUTION | | | Wyandotte, Michigan Date: January 28 th 2019 |
| RESOLUTION b | y Councilman | | |
| Coordinator, C this applicatio | hief of Police, Fire Chie | fand Superintendent o d with the recommen | with the recommendation of the Special Events f the Department of Public Service have reviewed dation the organization signs a hold harmless al insured. |
| April 26-27th | 2019 | | |
| | Closures/Property Us | e: | |
| 0 | Grassy Lot at Elm an | d First Street | |
| 0 | Six parking spaces o | n the South side of Eln | Street from First to the Alley |
| | Five parking spaces | on First Street on the | Vest side from Elm to Maple Street |
| 0 | of parking closest to | the grassy lot | Lot on Elm and First Street as well as the row |
| 0 | No parking signs pla 6pm" | ced in these areas to s | tate: "No Parking signs for Thursday after |
| 0 | | es to block off areas b | efore the events start to remain up until after |
| 0 | Permission for the tr | ailers to be parked on | the streets no earlier than Thursday, April nday, April 28th 2019 before 1 pm. |
| application/ev | ent and approved with | the recommendation t | epartment of Public Service have reviewed this he organization signs a hold harmless agreement (Please see the attached letter) |
| I move the adop | otion of the foregoing r | resolution. | |
| MOTION by Cou | ıncilmen | | |
| Supported by C | ouncilman | | |
| | YEAS | COUNCIL | <u>NAYS</u> |
| | | Alderman Calvin DeSana Maiani | 11 |

Sabuda Schultz

Application for Special Event

Special Events Office, City of Wyandotte * 2624 Biddle Avenue Wyandotte, Michigan 48192 P: 734-324-4502 F: 734-324-7283 * hthiede@wyandottemi.gov

| Date of proposed event: | 176 2019/ | ADVIL Z7,2 | 719 Z6+1 | 1-5-90 | m - 27 | - Yan | -6pm |
|--|---|--|---|-----------------------------------|---------------------------------------|---------------------------|----------------|
| Name of Applicant: | tarte | Name of Busin | ess or Organizatio | m. Tim C | HU TOURI | sīs / | WFY |
| Name of Applicant: | IRUIT | Name of Busin | ess of Organizacio | | 142 | / | |
| Type of legal entity of your bus | | | | | | W. | |
| If a Corporation or LLC, a certifi application, hold harmless and a the State of Michigan for \$10. If which must identify who can a | all other city docume the LLC does not pro ct on behalf of the Ll | ovide a resolution, LC. | the city must rec | eive a copy o | f their "Operati | ng Agreem | s from ent" |
| Name of individual authorized | to sign documents o | n behalf of your b | usiness/organizati | on: JENN | PRUIT | - | - |
| Address: | 1917 | Email: | | Cell | Phone: | | |
| Address: | | | | on page 2 of | this docum en | r) of the | |
| Please attach a detailed descrip proposed event to this applicat | ion for review by the | e Special Events Of | nce. | | | c) of the | |
| Site of proposed event: The | Aten Lot A | ND Streets | SUPROWHL | drug it. | | | - |
| Estimated maximum number of | of nersons expected a | t the event for eac | h day: 26+4 | 800/ | 27th- | 200 | |
| Estimated maximum number of | | 110 | Do you | have a license | NIA | | |
| Is Alcohol going to be served o | r provided at this ev | ent: /X C | | nave a neense | 17/11 | . 1 : //.4 | 63400 |
| Do you need water hook up fo | r this event? ACC | SS D Where | HOSE | Us | ed for: //// | 11/ 10/13 | MING |
| special Event(SE)Office along with and Mayor and City Council, you After this information is given the asto when and where you can power will not be supplied at you will not be supplied at you can application fee: Please check of amount of city needs. (This does | to the SE Office, it will pick up your power b our event. If the city services tha | oxes before the eve | ent. Any other pro- | cess other tha | n what is noted | above is ve | oid and |
| No city services requested: (| | | | | REPRESENTATION DESCRIPTION | 50 | |
| - M-MUN MIN 71 7 | | | | | 197 | | |
| Department of Public Servi | eter Heek Up CAC | crss to - W | ill bucke | ron less | _hose_ | 1/ ne | del. |
| Department of Public Servi Electrical Hook Up Wi Wyandotte Police Departmen Wyandotte Fire Departmen | ent assistance-Securit | v patrol etc - 1 | Dossibly w | KEN AN | CRIVING | PARKI | N9 - |
| When dotte Fire Departmen | r assistance. Site insp | ection FMS on site. | etc | 7+hur | SDAY - | NO PA | KIN |
| City Department Meeting p | riar to mant for revie | ou of event details | nlanning on site n | eeds etc. | After | Gem | i |
| THE STATE OF THE S | THOI TO EVEIL 101 TEVIC | W Of Event decans, | Kimining Street | ****** | | • | |
| Total items check: | transaction for | | | | | | |
| No city services required: \$50 a One box: \$100 application fee T | | and tro for one | h iram chacked . I | f all hoves are | checked-\$300 a | nnlication ! | fee |
| | | | | | | | |
| Please note: By filling out this potential approval and deni- steps are taken: | application, you are al. If your applicati | applying to have on is approved l | an event in Wyar by City Departme | ndotte. This a ents and Ma | pplication is su yor and City | Council, th | ne below |
| Information of approval is sent applicant: Exact amount of po | t to applicant: hold ha wer needed and locat | armless agreement, ions, insurance do | resolution for you cuments, copy of li | ur files. Event iquor license, | details are requ additional city r | ested from needs, etc. | |
| Date filing this application: _ late fee of \$50 with application | | If submit | ting this applicati | on past the li | sted deadlines | please inch | ide a |
| See notes | en R 1 | 2 | | | | | |

TCT – 1) <u>Arrive</u> – Thursday after 6pm Friday before 2pm

- 2) Parking on Streets (grass area to wet)
- 3) <u>Friday</u> Tour the Trailers Open House Published 5pm – 9pm
- 4) <u>Thursday, Friday and Saturday</u> Tour the trailers

 Ad hoc
 Shopping and touring town
- 5) <u>Saturday</u> Tour the trailers

 Ticketed event part

 Supporting WYFD Fundraiser
- 6) <u>Sunday</u> Leave by 1pm

 Breakfast in town

 Last minute tours

WYANDOTTE MUNICIPAL SERVICE-SPECIAL EVENT ELECTRICAL APPLICATION FORM

SERVICES OFFERED:

120 Volt Standard receptacle - 3 Prong grounded only - Fuse Protected.

240 Volt Standard stove type receptacle - 3 Prong grounded only - Fuse protected. Oak St parking only.

240 Volt - 3 Prong twist lock - 50 Amp receptacle - (Female).

All electrical power shall be turned on 2 hours prior to the start of the event. Early turn-on requests will require 2 days notice prior to the start of the event. Early turn-on's will be 24 hours prior to the event.

RATES:

| Early turn-on's- | \$35.00 |
|--|------------------|
| Electrical service requiring 1 – 2 Plugs – (120 Volts) | \$35.00 |
| Electrical service requiring 3 – 4 Plugs – (120 Volts) | \$70.00 |
| Electrical service requiring 5 – 6 Plugs – (120 Volts) | \$105.00 |
| Electrical service requiring over 6 Plugs – (120 Volts) | _\$140.00 |
| Electrical service requiring (240 Volts) at 50 Amps or less (Range Plug) Oak St parking only— | \$150.00 |
| Electrical service requiring (240 Volts) at 50 Amps maximum – (Self Contained) | \$150.00 |
| All service calls outside of normal working hours for 120 Volt Plugs (Planter Box Receptacles) | -1" service |

All service calls outside of normal working hours for 120 Volt Plugs (Planter Box Receptacles) -1^{st} service call is free -2^{nt} service call is \$25 plus overtime cost -3^{nt} service call is \$50 plus overtime cost.

All service calls outside of normal working hours for Self Contained service plugs -1^n service call is free -2^{nd} service call is \$50 plus overtime -3^{nd} service call is \$100 plus service cost.

EQUIPMENT TO BE USED: Please be specific!

| TYPE | VOLTAGE | NUMBER OF PLUGS |
|-----------|---------|-----------------|
| 15/20 Amp | 120 | 1 per Camper |
| - X | - | |
| | + | a |
| | | 35 |

It shall be the users responsibility to ensure that equipment used is properly maintained and grounded, with cords that are equipped with (3 Prongs) to mate with extension cords and receptacles so designed that the Ground connection is made. It is hereby expressed and understood that the Department of Municipal Services does not undertake to furnish continuous service, nor shall DMS be liable for damages resulting from the use of it's Electrical Service.

| DATE: February 11, 2019 |
|--|
| RESOLUTION by Councilperson |
| BE IT RESOLVED that Council hereby concurs with the recommendation of the Special Events Coordinator, Chief of Police, Fire Chief, and Superintendent of the Department of Public Service and approves the Special Event Application request of John Truitt to utilize city property, streets, and sidewalks for a Tin Can Tourist Event to be held on Friday, April 26 & Saturday, April 27, 2019; AND |
| BE IT FURTHER RESOLVED that the specific property to be used and requests being made include the following: |
| Use of grassy Lot at Elm and First Street Use of six parking spaces on the South side of Elm Street from First to the Alley Use of five parking spaces on First Street on the West side from Elm to Maple Street Use of all parking spaces surrounding the Grassy Lot on Elm and First Street as well as the row of parking closest to the grassy lot Request that signs placed in these areas to state: "No Parking on Thursday after 6pm" Request for barricades to block off areas before the events start to remain up until after the visits have closed. Permission for the trailers to be parked on the streets no earlier than Thursday, April 25th at 5 pm and to remain on site until Sunday, April 28th 2019 before 1 pm. |
| BE IT FURTHER RESOLVED that the organization must complete a Hold Harmless Agreement as prepared by the Department of Legal Affair, as well as add the City of Wyandotte as additional insured. |
| I Move the adoption of the foregoing resolution. |
| MOTION by Councilperson |

MEETING DATE:

February 11th 2019

AGENDA ITEM #

3d

ITEM: Special Event Application - Grub Crawl/Taste of Downriver

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find an application and information from the Southern Wayne County Regional Chamber of Commerce (SWCRC) for a "Taste of Downriver" to be held August 13th 2019. The SWCRC are asking permission for the following items:

a. Permission to utilize city sidewalks and property

b. Permission to utilize sidewalk space/property along Biddle Avenue

c. Permission to use the parking Lot next Charter One Bank for a dumpster

If there are any overtime costs for any city staff for said event, the SWCRC will be responsible for those fees. Any tents must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the SWCRC. This event has been reviewed and approved by Police Chief, Recreation Superintendent, and Department of Public Service provided the SWCRC add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. (Please see the attached application and map).

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held August 13th 2019.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Soupdale

LEGAL COUNSEL'S RECOMMENDATION: FMITT

MAYOR'S RECOMMENDATION: ACP.

| LIST OF AT | TTACHMENTS | | |
|--|---|---|---|
| Special Ever | nt Application and le | etter | |
| MODEL RES | SOLUTION: | | |
| RESOLUTIO | И | | Wyandotte, Michigan Date: February 11 th 2019 |
| RESOLUTION | by Councilman | | |
| BE IT RESOLV Event Coordin August 13th 2 | nator to approve th | ncil that Council Concurs e use of city sidewalks, str | with the recommendation of the Special reets and property for the event held |
| If there are a those fees. As prevent colla event has bee of Public Serv | Permission to uti Permission to us ny overtime costs fon ny tents must be we apse. Clean up befor en reviewed and ap vice provided the SV | or any city staff for said exighted (no stakes are allowed) and after the expressed by Police Chief, ReVCRC add the City of Wys | perty rty along Biddle Avenue arter One Bank for a dumpster vent, the SWCRC will be responsible for owed to be used to anchor tents) to ent must be done by the SWCRC. This ecreation Superintendent, and Department andotte as additional insured to their ease see the attached application and |
| I move the add | option of the forego | ing resolution. | |
| MOTION by Co | ouncilmen | | |
| Supported by | Councilman | | |
| | YEAS | COUNCIL | NAYS |
| | | Alderman | |

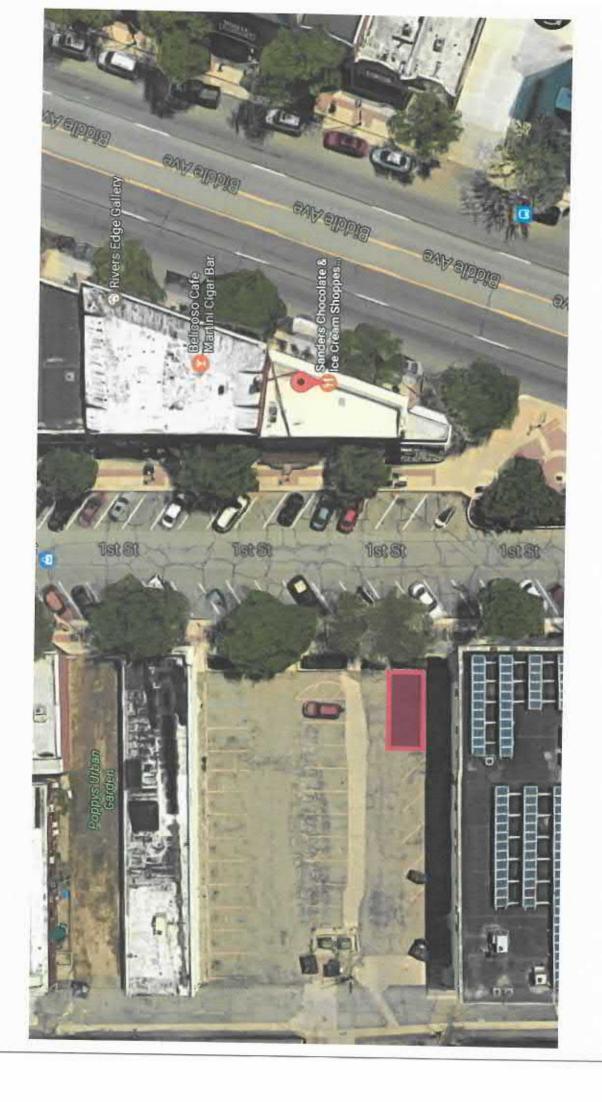
Calvin DeSana Maiani Sabuda Schultz

Application for Special Event

Special Events Office, City of Wyandotte * 2624 Biddle Avenue Wyandotte, Michigan 48192 P: 734-324-4502 F: 734-324-7283 * hthiede@wyandottemi.gov

| Date of proposed event: AUGUST 13 | Z019 Times: | 6 Pm - 10 Pm |
|---|---|--|
| Name of Applicant: RICH LINDOW | Name of Business or Organi | ization: SOUTHERN WAYNE CO. REGIONAL |
| Type of legal entity of your business/organizat | ion: 501(c)6 | C HAMBER |
| If a Corporation or LLC, a certificate of good stapplication, hold harmless and all other city do the State of Michigan for \$10. If the LLC does no which must identify who can act on behalf of | oct provide a resolution of the entity is re | dicating who is authorized to sign the quires. Note: The applicant may receive this from t receive a copy of their "Operating Agreement" |
| Name of individual authorized to sign docume | ents on behalf of your business/organi | zation: Pick LINDON |
| Address: 20904 NORTHLINE, TA | tylor Email: Tich & SwcP | 2c - Cam Cell Phone: 3/3 670 6225 |
| proposed event to this application for review b | ap (please see details for proper site n by the Special Events Office. | nap on page 3 of this docum ent) of the |
| Site of proposed event: BIBDLE AV | e, CLOCK Tower, F | PARTICIPATING BARS - RESTAURANTS |
| escimated maximum number of persons expect | ted at the event for each day://C | 0 |
| Is Alcohol going to be served or provided at thi | is event: No Do yo | u have a license: NO |
| Do you need water hook up for this event? | NOWhere? | Used for- |
| power will not be supplied at your event. | it detailed power needs to the SE Office will be sent to the Municipal Service I er boxes before the event. Any other process of the service | your event is approved by the City Departments e no later than 20 days prior to your event set up. Department for processing. You will be contacted rocess other than what is noted above is void and |
| Application fee: Please check off the city services amount of city needs. (This does not include the f | that you require for your event below. fees for city services or over time costs | The application fee will be determined by the |
| No city services requested: (\$50 fee made paya | ble to the City of Wyandorte) | yaaringaren your eyenej |
| Department of Public Service needs: fencing, r | | |
| Electrical Hook Up Water Hook Up | | |
| Wyandotte Police Department assistance: Secu | urity, patrol, etc. | |
| Wyandotte Fire Department assistance; Site in: | | |
| City Department Meeting prior to event for re | view of event details planning on the | |
| Fotal items check; | Trent assume, planning on site (| teeds, etc. |
| No city services required: \$50 application fee | | |
| One box: \$100 application fee Two or more boxes: F | Please add \$50 for each item chacked | 6-015 |
| lease note: By filling out this application you a | | ndotte. This application is subject to review and ents and Mayor and City Council, the below |
| nformation of approval is sent to applicant: hold is pplicant: Exact amount of power needed and loca | harmless agreement, resolution for you ations, insurance documents, copy of li | r files. Event details are requested from |
| Date filing this application: 12/18/18 ate fee of \$50 with application fee. | | on past the listed deadlines please include a |





| DATE: February 11, 2019 |
|---|
| RESOLUTION by Councilperson |
| WHEREAS the Special Events Coordinator has received application from the Southern Wayne County Regional Chamber (SWCRC) to hold a "Taste of Downriver" event on August 13 th , 2019, from 6:00PM-10:00PM. |
| BE IT RESOLVED that Council approves the requests and use of city property as listed below for said event: a. Permission to utilize city sidewalks and property b. Permission to utilize sidewalk space/property along Biddle Avenue c. Permission to use the parking Lot next Charter One Bank for a dumpster |
| BE IT FURTHER RESOLVED that the SWCRC will comply with the following: That any costs, overtime or otherwise, for any city staff/material/property for said event will be the responsibility of the SWCRC. Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. The SWCRC will be responsible for clean up (glass, spills, broken items, etc.) before, during, and after the event. Any requests made after this event is reviewed and approved by Council will be evaluated by the Special Events Coordinator and necessary Department Heads for consideration of approval. |
| BE IT FURTHER RESOLVED that the SWCRC must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement as prepared by the Department of Legal Affairs. |
| I Move the adoption of the foregoing resolution. |
| MOTION by Councilperson |
| SUPPORTED by Councilperson |

COUNCIL

Alderman Calvin DeSana Maiani Sabuda Schultz

YEAS

NAYS

MEETING DATE:

February 11th 2019

AGENDA ITEM #

3e

ITEM: Special Event Application - WSAF Entertainment Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Herewith, please find the entertainment contract assembled and recommended by my office for the 2019 Wyandotte Street Art Fair.

Larry Lee and Back in the Day- \$2,750

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

285.225.925.730.860 - \$2,750

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: SQuadal

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: ARR.

LIST OF ATTACHMENTS

Larry Lee Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan Date: February 11th 2019

RESOLUTION by Councilman_____

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

A resolution to APPROVE the entertainment contracts for the below bands for the 2019 Wyandotte Street Art Fair as outlined in the provided communication dated February 11th 2019, to be paid from the Wyandotte Street Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contracts on behalf of the City of Wyandotte.

Schultz

| Mayor and City Clerk ar | e hereby direct | ted to execute said contracts o | n behalf of the City |
|--------------------------|------------------|---------------------------------|----------------------|
| Larry Lee and Back in th | ne Day - \$2,750 |) _F | |
| I move the adoption of t | he foregoing re | esolution. | |
| I move the adoption of t | he foregoing re | esolution. | |
| MOTION by Councilmen | | | |
| Supported by Councilma | n | | |
| | YEAS | COUNCIL | NAYS |
| | | Alderman | |
| | D====+1 | Calvin | / <u></u> |
| | | DeSana | |
| | e e e e e | Maiani Sabuda | - |
| | | Sabuua | |

| An agreement made this day of day of | Entertainment Agreement 2019 between the City of |
|---|---|
| Wyandotte andLarry Lee and Back in | the Day |
| Name of Musical Group:Larry Lee an | |
| Name of Contact Person:Offy D. La | |
| Contact Address: 5131 St. Fintoine | |
| Phone Number: <u>848 330 864</u> 5 |) |
| Business ID Number: 30 - 20227 (| e l |
| List type of entity (LLC, Corporation, DBA, Partne | ership, etc.) and provide documentation creating |
| Music Style: Funk and RB | |
| Number of Entertainers: | |
| It is mutually agreed between the parties that on the w-9 receiving the check) will furnish Wyandotte Street Art Fair on: July 10th 2019 from | 2 hours of apparentaments s |
| The price for this engagement is\$2,750_ | |
| Deposit: City agrees to reserve date with a | 375,00 |
| I agree to abide by each of the regulations on thi Michigan and the laws and ordinances of the City organizations/business/individual compliance. If pagreed upon, performance fee will not be paid an City of Wyandotte. If the City of Wyandotte must of this agreement, the undersigned shall be responsed to a surple of the City of Wyandotte Ordinant for any and all claims of liability or injury or propactions by performers or staff for ward liabilities and claims wand damage to property resulting from performers setup and take-down of musical equipment while represents that he/she has the legal authority to signoup. | y of Wyandotte and will be responsible for our performers fail to appear and perform as and deposit fee (if any) shall be returned to the file legal proceedings to enforce any provision possible to reimburse the City of Wyandotte's ent will be held outside. The undersigned access and holds the City of Wyandotte harmless perty damage that may result from activities or and agrees to indemnify the whatever for injury (including death) to persons are routine while at the event or resulting from |
| Signature of Entertainment Representative Date 1-21-19 | Signature of City Representative |
| | Signature of City Representative |

| | | DATE: February 11, 2019 |
|---|--|---------------------------------|
| RESOLUTION by Councilperson | | |
| BE IT RESOLVED that Council concentertainment agreements for Larry L during the 2019 Wyandotte Street Ar 730-860, for the following dates, time | ee & Back in the Day to part to part to be paid to be p | rovide 2 hours of entertainment |
| <u>DATE</u> Wednesday, July 10, 2019 | TIME 9PM-11PM | <u>COST</u> \$2,750.00 |
| BE IT FURTHER RESOLVED that the Wyandotte Street Art Fair Entertainm | | |
| I Move the adoption of the foregoing | resolution. | |
| MOTION by Councilperson | | |
| SUPPORTED by Councilperson | | |
| <u>YEAS</u> | COUNCIL Alderman Calvin DeSana Maiani Sabuda Schultz | <u>NAYS</u> |

MEETING DATE:

February 11th 2019

AGENDA ITEM #

3f

ITEM: Special Event Application - Vintage Market Home

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find the Special Event Application from the Vintage Market Home for their event to be held May 11th 2019. Below are the road closures and use of city property they are requesting:

May 11th 2019 - Set up 12 pm - 5 pm Event - 5 - 9pm

· Street Closures/Property Use:

o Sycamore Street from Biddle to the alley by Coastal Thai

- No parking signs placed in these areas to state: "No Parking signs for Saturday after 12pm"
- Request for barricades to block off areas before the events start to remain up until after the visits have closed.

The Chief of Police, Fire Chief and Superintendent of the Department of Public Service have reviewed this application/event and approved with the recommendation the organization signs a hold harmless agreement as well as add the City of Wyandotte as additional insured. Any and all power needs must be given to the Special Events Coordinator no later than two weeks prior to the event date. Insurance and hold harmless agreements for each participant must be given to the Special Events Coordinator no later than two weeks prior to the event date (Please see the attached application)

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of City property for their events on May 11th 2019.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Chief of Police, Department of Public Service, Recreation, Fire Department and Special Events Coordinator. It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of City property for their events on May 11th 2019.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Sayodal

LEGAL COUNSEL'S RECOMMENDATION:

Approved

MAYOR'S RECOMMENDATION: ALL

LIST OF ATTACHMENTS

Application

| MODEL RESOLUTION: | |
|--|--|
| RESOLUTION | Wyandotte, Michigan Date: February 11th 2019 |
| RESOLUTION by Councilman | |
| BE IT RESOLVED by the City Council that Council Concurs with the re- Coordinator, Chief of Police, Fire Chief and Superintendent of the Depart this application/event and approved with the recommendation the agreement as well as add the City of Wyandotte as additional insured. | mont of Dublic Comics bear |
| May 11 th 2019 – Set up 12 pm – 5 pm Event – 5 – 9pm • Street Closures/Property Use: • Sycamore Street from Biddle to the alley by Coastal Tr • No parking signs placed in these areas to state: "No Pa 12pm" | rking signs for Saturday after |
| Request for barricades to block off areas before the ev the visits have closed. | ents start to remain up until after |
| The Chief of Police, Fire Chief and Superintendent of the Department of application/event and approved with the recommendation the organizar as well as add the City of Wyandotte as additional insured. Any and all Special Events Coordinator no later than two weeks prior to the event agreements for each participant must be given to the Special Events Coprior to the event date. (Please see the attached letter) | tion signs a hold harmless agreement I power needs must be given to the |
| I move the adoption of the foregoing resolution. | |
| MOTION by Councilmen | |
| Supported by Councilman | |
| YEAS COUNCIL | NAYS |

Alderman Calvin DeSana Maiani Sabuda Schultz

Application for Special Event

Special Events Office, City of Wyandotte * 2624 Biddle Avenue Wyandotte, Michigan 48192 P: 734-324-4502 F: 734-324-7283 * hthiede@wyandottemi.gov

| Date of proposed event: May 11, 2019 | | Times: Setup 12pm - 5pm & event 5pm - 9pm |
|---|--|---|
| Name of Applicant: Rina Belanger | Name of Busines | s or Organization: The Vintage Market Home |
| Type of legal entity of your business/organization: | LC | was war in the |
| If a Corporation or LLC, a certificate of good standing application, hold harmless and all other city docume the State of Michigan for \$10. If the LLC does not pro which must identify who can act on behalf of the LL | nide a resolution of | solution indicating who is authorized to sign the entity is requires. Note: The applicant may receive this from e city must receive a copy of their "Operating Agreement" |
| Name of individual authorized to sign documents on | behalf of your busin | ness/organization:_Rina Belanger |
| Address: 110 Sycamore, Wyandotte, Mi | rrievintagem | arketmi@gmail.com Cell Phone: 734-344-1079 |
| Please attach a detailed description and site map (ple proposed event to this application for review by the | | REPORT THE PROPERTY OF THE PROPERTY OF |
| Site of proposed event: Sycamore St in front | of our brick ar | nd mortar |
| Estimated maximum number of persons expected at | the event for each da | Maybe 1,500 Not really sure. |
| Is Alcohol going to be served or provided at this even | t: No | Do you have a license: |
| Do you need water hook up for this event? No | Where? | Used for: |
| and Mayor and City Council, you will must submit deta After this information is given to the SE Office, it will be as to when and where you can pick up your power box power will not be supplied at your event. | iled power needs to t e sent to the Municip es before the event. A | ds for your event. This document must be returned to the revent. If your event is approved by the City Departments he SE Office no later than 20 days prior to your event set up. al Service Department for processing. You will be contacted ny other process other than what is noted above is void and |
| Application fee: Please check off the city services that you amount of city needs. (This does not include the fees for | ou require for your ev r city services or over | ent below. The application fee will be determined by the |
| No city services requested: (\$50 fee made payable to | the City of Wyandotte |) |
| Department of Public Service needs: fencing, road cle | | |
| X Electrical Hook Up Water Hook Up | | |
| Wyandotte Police Department assistance: Security, p. | atrol, etc. | |
| Wyandotte Fire Department assistance: Site inspection | | |
| City Department Meeting prior to event for review o | | ng on site people are |
| Total items check:1 | | and steels, etc. |
| No city services required: \$50 application fee | | |
| One box: \$100 application fee Two or more boxes: Please | add \$50 for each item | checked - If all boxes are checked. \$200 application for |
| Please note: By filling out this application, you are ann | total and the | nt in Wyandotte. This application is subject to review and Departments and Mayor and City Council, the below |
| information of approval is sent to applicant: hold harmle applicant: Exact amount of power needed and locations, | ss agreement, resolut insurance document | tion for your files. Event details are requested from s, copy of liquor license, additional city needs, etc. |
| Date filing this application: 01/12/2019 ate fee of \$50 with application fee. | | s application past the listed deadlines please include a |

RESOLUTION

| DATE: February 11, 2019 |
|--|
| RESOLUTION by Councilperson |
| WHEREAS the Special Events Coordinator has received application from Rina Belanger of the Vintage Market Home to hold a Vintage Market event on May 11 th , 2019, from 5:00PM-0:00PM, with setup beginning at 12:00PM. |
| BE IT RESOLVED that Council approves the requests and use of city property as listed below for said event: |
| a. Sycamore Street from Biddle to the alley by Coastal Thai b. No parking signs placed in these areas to state: "No Parking signs for Saturday after 12pm" |
| c. Request for barricades to block off areas before the events start to remain up until after the visits have closed. |
| BE IT FURTHER RESOLVED that all vendors are required to sign hold harmless agreements and add the City as additional insured to their policy if they carry one; and the Vintage Market, LLC will sign a hold harmless agreement and add the city to their insurance policy for their and heir vendors use of city property, and provide any and all power needs to the Special Events Office/Coordinator no later than two week prior to the event date. |
| Move the adoption of the foregoing resolution. |
| MOTION by Councilperson |
| SUPPORTED by Councilperson |
| YEAS COUNCIL NAYS Alderman |

Calvin DeSana Maiani Sabuda Schultz

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE:

February 11th 2019

AGENDA ITEM

ITEM: Special Event Application - Elliott's Amusements

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Below please find the requested dates for property Elliott's Amusements would like to utilize on May 23rd - May 27th 2019.

May 23rd - 27th 2018 - 23-24th 5 - 10 pm - 25-26th 1 - 11 pm - 27th 1 - 8 pm

- Permission to utilize the Yack Arena Parking Lot Both sides
- Permission to close the drive to the Yack Arena from Sycamore to Maple Street
- Permission to utilize city property
- Permission to utilize a portion of Parking Lot #1 for Bunkhouse/RV Parking overnight
- Permission to close the above areas on May 21st at 5pm for set up.

If there are any costs for any city staff/material/property for said event, Elliott's Amusements will be responsible for those fees no later than 14 days after said event date. Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the Elliott's Amusements. This means any glass, spills; broken items will need to be cleaned during the event. The Elliott's Amusements must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial (Please see the attached applications).

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Soupedale

LEGAL COUNSEL'S RECOMMENDATION: AMOUNT

MAYOR'S RECOMMENDATION: ALS.

LIST OF ATTACHMENTS

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan Date: February 11th 2019

RESOLUTION by Councilman

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the event on May 23^{rd} – 27^{th} 2019 from Elliot's Amusements:

May 23rd - 27th 2018 - 23-24th 5 - 10 pm - 25-26th 1 - 11 pm - 27th 1 - 8 pm

- Permission to utilize the Yack Arena Parking Lot Both sides
- Permission to close the drive to the Yack Arena from Sycamore to Maple Street
- Permission to utilize city property
- Permission to utilize a portion of Parking Lot #1 for Bunkhouse/RV Parking overnight
- Permission to close the above areas on May 21st at 5pm for set up.

If there are any costs for any city staff/material/property for said event, Elliott's Amusements will be responsible for those fees no later than 14 days after said event date. Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the Elliott's Amusements. This means any glass, spills; broken items will need to be cleaned during the event. The Elliott's Amusements must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial (Please see the attached applications).

| I move the adoption | of the foregoing | g resolution. | |
|---------------------|------------------|---------------|----------|
| MOTION by Councils | men | | |
| Supported by Counc | ilman | | |
| | YEAS | COUNCIL | NAYS |
| | | Alderman | |
| | - | Calvin | |
| | | DeSana | 1 |
| | | Maiani | - |
| | <u> </u> | Sabuda | - |
| | | Schultz | <u> </u> |

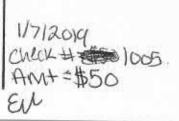
Application for Special Event

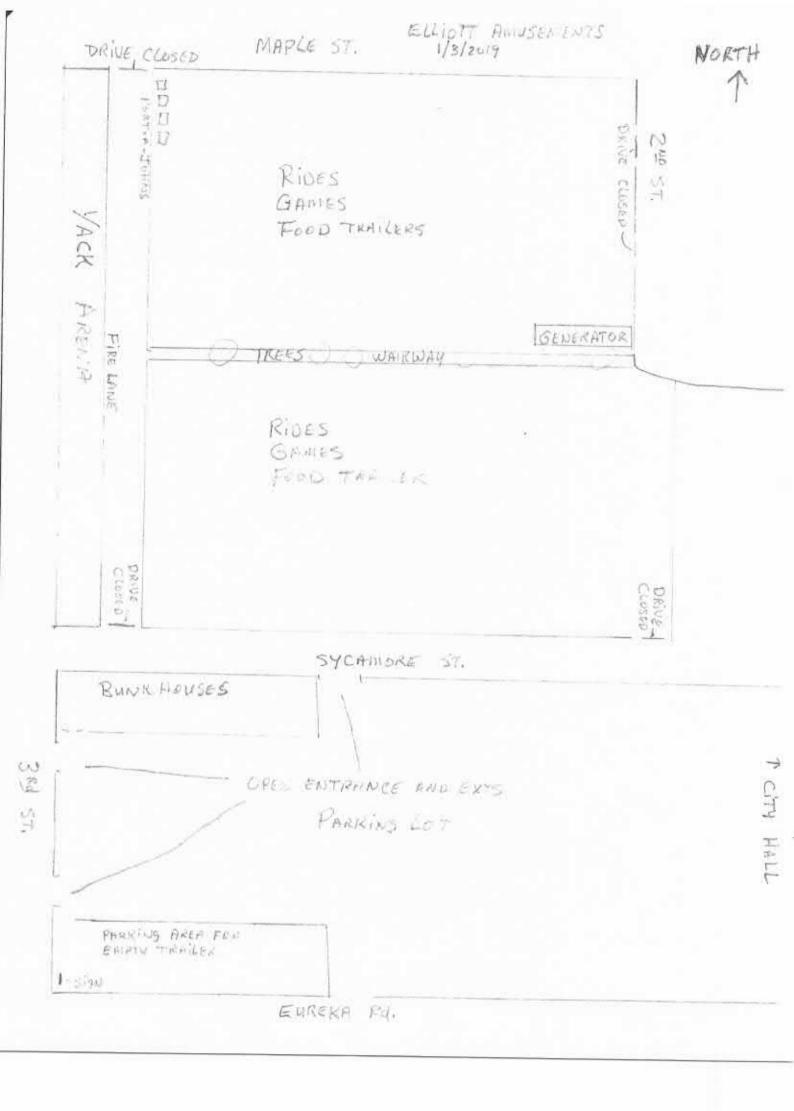
Special Events Office, City of Wyandotte 2624 Biddle Avenue Wyandotte, Michigan 48192 P: 734-324-4502 F: 734-324-7283 hthiede@wyan.org www.wyandottestreetartfair.org

| | | 5/23-24 | - TO 1 (100 PM) (100 PM) | 5/27 |
|---|----------------------------|--------------------------|--------------------------|---------------------------|
| Date of proposed event: May 23 thru May 27 (Memorial Day) | Times: | 5p-10p | 1p-11p | 1p-8p |
| Name of Applicant: Debbie Elliott | | | | |
| Name of Business or Organization: Elliott's Amusements | | | | |
| Type of legal entity of your business/organization: LLC | | | | |
| Name of individual authorized to sign documents on behalf of y | our busine | ess/organi | zation: De | ebbie Elliott |
| Address: P.O. Box 236 Mason, Michigan 48854 | | | | |
| Email: Debelliott01@gmail.com Cell Phone: _(5) | 17) 403-845 | 55 | | |
| Please attach a detailed description and site map (please see det document) of the proposed event to this application for review Site of proposed event: Yack Arena parking lot (both sides) | ails for pro by the Spe | per site i cial Event | map on pa | age 3 of this |
| Estimated maximum number of persons expected at the event for | or each day | /: _1,000 | | |
| Is Alcohol going to be served or provided at this event: No | D | you hav | e a licens | e: N/A |
| Do you need water hook up for this event? Yes | | 7 | | |
| If you will need water hook up, please list where and what the v | water will | be for: Fo | od Trailer | s - Bunkhouses |
| Water is needed in the Carnival area and in the Bunkhouse area (c | | | | |
| Electrical needs: Please list on the attached electrical sheet your document must be returned to the Special Event Office along with your event. | electrical th this app | needs for dication i | your ever | nt. This lire power at |

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.







RESOLUTION

| | | | DATE: February 11, 2019 |
|---|--|--|---|
| RESOLUTION by Co | ouncilperson | | |
| | | | plication from Elliott's Amusements to be held on the following dates |
| for said event: • Permission to • Permission to • Permission to | utilize the Yack A close the drive to utilize a portion of | Arena Parking Lot – I the Yack Arena fron | n Sycamore to Maple Street Bunkhouse/RV Parking overnight |
| That any costs will be the responsible to the responsible to | o, overtime or other ponsibility of the general the event. The street or sidew of prevent collapse and after the event and after this less than the event collapse and the | erwise, for any city st Elliott's Amusement valk must be weighted e. responsible for clean ent. tter is reviewed and a | nts will comply with the following: caff/material/property for said event is with fees payable no later than 14 If (no stakes are allowed to be used to a up (glass, spills, broken items, etc.) pproved by Council will be evaluated partment Heads for approval/denial. |
| | to their insurance | | nts must add the City of Wyandotte d harmless agreement as prepared by |
| I Move the adoption of | of the foregoing re | esolution. | |
| MOTION by Council | person _ | | |
| SUPPORTED by Cou | incilperson _ YEAS | COUNCIL Alderman | NAYS |

Calvin DeSana Maiani Sabuda Schultz

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: February 11th, 2019

AGENDA ITEM# 4

ITEM: Yack Arena Contract - Timeless Vintage Market

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: This is a returning rental for the Yack Arena in 2019. The Timeless Vintage Market is similar to the Lions Club Flea Market in regards to set up. They will rent individual booth space to vendors. Vendors will feature Chic, Shabby, recycled and Vintage style items and furniture. There will also be handmade goods, home decor, delicious foods, organic and natural products, jewelry, and so much more. This event will take place on Sunday May 19th at the Yack Arena from 10am to 4pm.

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 Timeless Vintage Market.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-000-654-020. This rental will bring in \$1,300 of revenue plus any additional rental costs.

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

COMMISSION RECOMMENDATION: Concurs with Superintendent

CITY ADMINISTRATOR'S RECOMMENDATION: Soundal

Approved by Legal Affairs LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: All.

1) A copy of Yack Arena Rental Contract LIST OF ATTACHMENT S:

2) A copy of Yack Arena Hold Harmless Agreement

3) Current listing of Arena rental costs

RESOLUTION

DATE: February 11th, 2019

| RESOLUTION by Councilperson | | |
|--|---|--|
| | | |
| | | 862 HOT HS 102 SUB |
| RESOLVED by the City Council that the Superintendent of Recreation and I contract for the Timeless Vintage Marassociated rental costs payable in full Contract; event to be held May 19 th , 2 hereby authorizes the Mayor and City | hereby APPROVES the ket event in the amount upon completion of the 019 AND BE IT FUR | e Benjamin F. Yack Arena rental of \$1,300.00 per day including all event as stipulated in the THER RESOLVED that Council |
| I Move the adoption of the foregoing | resolution. | |
| MOTION by Councilperson | | |
| SUPPORTED by Councilperson | | |
| YEAS | COUNCIL | NAYS |
| | Alderman | |
| | | |
| | Calvin | |
| | Calvin Desana | |
| | | |
| | Desana | |

BENJAMIN F. YACK RECREATION CENTER RENTAL CONTRACT

City of Wyandotte, Michigan

| This permit, gran | nted this | day of | | 20, by the City of Wyandotte, a , hereinafter called |
|--------------------------------------|---|--|---|---|
| municipal corpo the "Permittee." | | te of Michigan, here | in called the "Owner", to _ | , hereinafter called |
| | | | Witnesseth: | |
| grant a Permit to the Benjamin F. | o the Permittee a Yack Recreation | and Permittee has a | greed to accept and hereby called the "Building", locate | is agreed to grant and hereby does does accept the Permit for the use of ed 3131 Third Street in the City of |
| (1) This permit s | hall prevail in ac | cordance with the fo | ollowing schedule; | |
| | | AND A STATE OF THE PARTY OF THE | 101 M | sed rental rate form. Rate is based on at, lighting, water and restroom |
| All groups using | the facility must | supply: | | |
| • | | | dance with General Condition | ons Item 5 – A. |
| • | on file in the C liability based | ity Clerk's Office one upon the sole neglig | e month prior to event. (Thi | TTE as ADDITIONAL INSURED must be s is not a means to relieve the City of ployees, but to make the City whole outside organization.) |
| (•) | | 작업이 있는데 그렇게 되었다. 그리아를 잘 보았다. 그 살았어? | 경기 들어가 있다 하나 하는 경기를 하고 있다면 하는데 하는데 그리다 모양이 되었다. | the event, such as: Liquor, food, etc., displayed as required by law. |
| • | Security peopl | e are to be agreeabl | e with the Owner. | |
| • | | 기업 (2016) 설명 시간에 보고 있다면 얼마나 되었다면 | in and one day for moving urly rate for on-duty superv | out, from 8 AM to 5 PM, any additional risor. |
| •.7 | 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | Deposit is non-refun sit to accompany th | dable in case of cancellation is Contract. | n by Permittee. |
| • | | | onal arrangements must be rangements may be subjec | made in advance with the Building to an additional fee. |
| | | tract, the Permittee completion of the e | | 1,300.00 per day plus all associated |
| (3) The Building whatsoever, viz | | the Permittee for th | he following sole and exclus | ive purpose and for no other purpose |
| without additio A. Genera | nal charge to Per al room lighting, | rmittee: heat and ventilation | appropriate to the season, | vner agrees to furnish the following toilet facilities and other sanitary bor and supervision for same. |

Janitorial service in aisles and open spaces including one daily sweeping.

Use of installed public address equipment is included, but operator for same is not.

B.

C.

- 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.
- Office space for use by show management.

(5) The General Conditions and Rules and Regulations:

D.

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 <u>at least 30 days in advance of the event</u> as follows, <u>naming the City of</u>
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;
 - 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.
- 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.
- 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.
- 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.
- 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 | OWNER: CITY OF WYANDOTTE, a municipal corporation of the State of Michigan |
|---|--|
| Ву | Ву |
| Signature | Mayor Joseph Peterson |
| Printed Name | City Clerk Lawrence S. Stec |
| Title or Position if signing on behalf of the Permittee | |
| I hereby certify that the within document is c | correct as to legality and form, subject to receipt of proper insurance. |
| Name Department of Legal Affairs | 京 |

YACK ARENA HOLD HARMLESS AGREEMENT

| In consideration of the Cit | ty of Wyandotte granting permission to: | for the use of |
|--|--|------------------------------------|
| the Yack Arena on the foll | lowing date/dates:, the unde | ersigned hereby assumes all risk |
| and liability relating to the | e use of the Yack Arena, and agrees to hold harmless and | d indemnify the City of |
| Wyandotte, its officers, a | gents, and employees from any and all damages, claims, | liability and responsibility |
| whatever for injury (inclu | ding death) to persons and for any damage to any City o | f Wyandotte property or to |
| property of others arising | out of the said use of the Yack Arena, except that the u | ndersigned shall not be liable for |
| any damages, claims for li | iability that are solely due to the negligence of the City o | of Wyandotte, its agents and |
| employees or from the ex | xistence of a dangerous or defective condition of the Yac | k Arena. |
| Except as set for | th above, the undersigned further does hereby indemnif | fy, remise, release and forever |
| discharge the City of Wya | andotte, its officers, agents and employees from any and | all claims, demand, actions, |
| causes of action, damage | s and liabilities resulting or arising out of, either directly | or indirectly, from Permittee's |
| use of the Yack Arena. Fu | urthermore, Permittee will abide by the NO SMOKING PO | OLICY during the rental of the |
| Yack Arena. | | |
| In addition, the | undersigned hereby affirms that there are no violations f | from a city, county, state or |
| federal agency pending p | ertaining to your organization/event. | |
| Agreed to this | day of, 20 | <u></u> |
| Contact Person | | |
| Address | | |
| City, State, Zip | | |
| Home Phone # | | |
| Cell Phone # | | |
| Fax # | | |
| Signature | | |
| Title or Position | | |
| if signing on behalf of the Permittee | | |
| State remittee | | |
| I hereby certify that the v | within document is correct as to legality and form, subject | ct to receipt of proper insurance |
| Name | | |
| Department | of Legal Affairs | |

BENJAMIN F. YACK RECREATION CENTER





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 Additional day for set-up or take down on holiday Per hour rate for any time after 5 p.m. or on a holiday

Additional Rental Fees:

Kitchen/Concession Area
Trash Removal (per dumpster)
Additional Electrical 110 electric drop
Additional Electrical 220 electrical drop
Table Rental
Table Rental & set-up

Chair Rental Chair Rental & set-up Bleacher – pull out

Stage Pipe and drape set-up \$500 per day \$1,000 per day \$100 per hour

\$320 per day \$35 per dumpster \$15 per drop \$30 per drop \$5 each \$6 each \$1 each \$1.25 each \$100

\$25 per section \$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: February 11, 2019 |
|---|---|--|
| RESOLUTION by Councilperson | | |
| RESOLVED by the City Council that the Superintendent of Recreation and I contract for the Timeless Vintage Mar \$1,300.00 per day including all association as stipulated in the contract; AN | hereby approves the Benja ket event to be held on Ma ated rental costs payable in | amin F. Yack Arena rental ay 19 th , 2019, in the amount of |
| BE IT FURTHER RESOLVED that C said rental agreement. | Council hereby authorizes t | he Mayor and City Clerk to sign |
| I Move the adoption of the foregoing a MOTION by Councilperson | resolution. | |
| - | | |
| SUPPORTED by Councilperson YEAS ——— ——————————————————————————————— | COUNCIL Alderman Calvin DeSana Maiani Sabuda Schultz | <u>NAYS</u> |

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: February 11, 2019

AGENDA ITEM # 5

ITEM: Antenna Site License Agreement Amendment with New Cingular Wireless PCS, LLC (AT & T) for 1077 Grove and 365 Hudson

PRESENTER: Mark A. Kowalewski, City Engineer Mol Kountil-

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. New Cingular Wireless PCS successor to AT & T Wireless PCS currently has licensed space on both cellular sites and is requesting to make modifications to their Antenna Site License Agreement as follows:

4th Amendment to Site License Agreement 365 C Hudson Street:

- Modifications to antenna equipment
- Right to install a generator
- Increase monthly rent by \$500 to \$5,766.00 per month.

2nd Amendment to Site License Agreement 1077 C Grove Street

- Modifications to antenna equipment
- Right to install a generator
- Increase monthly rent by \$500 to \$4,773.00 per month.

Recommend authorizing the Mayor and City Clerk to sign the enclosed Amendments to these License Agreements.

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 Amendments to the License Agreements with New Cingular Wireless PCS, LLC for 1077 C Grove and 365 C Hudson Antennas and authorize the Mayor and City Clerk to sign same.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-000-655-019 total yearly revenue increase of \$12,000.00

IMPLEMENTATION PLAN: Execute Amendments

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Shupdal.

LEGAL COUNSEL'S RECOMMENDATION: Reviewed Agreements W. Look

MAYOR'S RECOMMENDATION: All.

LIST OF ATTACHMENTS: Amendments to 1077 C Grove Street and 365 C Hudson License Agreements.

| RESOLUTION | | Wyandotte, Michigan Date: |
|-----------------------------------|--------------------------------|--|
| RESOLUTION by Counci | lperson | |
| BE IT RESOLVED That | Council approves the Ame | endments to Antenna License Agreement to the antenna |
| towers at 1077 C Grove a | nd 365 C Hudson with Ne | w Cingular Wireless PCS, LLC; AND |
| BE IT FURTHER RESOL Amendments | VED that the Mayor and C | City Clerk are hereby authorized to execute said |
| I move the adoption of the | foregoing recolution | |
| i move the adoption of the | foregoing resolution. | |
| , t | | - |
| 17. | on | |
| MOTION by Councilperso | on | |
| MOTION by Councilperson | COUNCIL Alderman Calvin | |
| MOTION by Councilperson | COUNCIL Alderman Calvin DeSana | |
| MOTION by Councilperson | COUNCIL Alderman Calvin | |

Market: Michigan/Indiana Cell Site Number: MI2148 Cell Site Name: City of Wyandotte Fixed Asset Number: 10076159 Licensor Site: Hudson

FOURTH AMENDMENT TO SITE LICENSE AGREEMENT

THIS FOURTH AMENDMENT TO SITE LICENSE AGREEMENT ("Fourth Amendment"), dated as of the latter of the signature dates below, is by and between City of Wyandotte, a Michigan Municipal Corporation, having a mailing address of 3200 Biddle Avenue, Wyandotte, MI 48192 ("Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless PCS Inc., having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 ("Licensee").

WHEREAS, Licensor and Licensee entered into an Antenna Site License Agreement dated February 24, 1997, First Amendment dated May 1, 2008, Second Amendment dated July 29, 2011, Third Amendment dated May 9, 2016, whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 365C Hudson, Wyandotte, MI 48192 ("Agreement"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional antenna equipment, associated cables and other communication instruments; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

- Additional Antenna Equipment. In addition to the other antennas permitted in the Agreement, Licensor consents to the installation and operation of additional antenna equipment, associated cables and equipment as more completely described on attached Exhibit A & B. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit A & B. Exhibit A & B hereby replaces Exhibit A to the Agreement.
- 2. New Premises Area. Licensor agrees to increase the size of the Premises leased to Licensee to accommodate Licensee's needs. Upon the execution of this Amendment, Licensor leases to Licensee the additional premises described on attached Exhibit B ("New Premises Area"). Licensor's execution of this Amendment will signify Licensor's approval of Exhibit A & B. The Premises under the Agreement prior to this Amendment in addition to the New Premises Area under this Amendment shall be the Premises under the Agreement.

- 3. Generator. Licensee shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Licensee shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Licensee, and Licensee shall have the right to remove or modify it at any time.
- 4. Modification of License Fee. Commencing on the date of execution of this amendment, the License Fee shall be increased by Five Hundred No/100 Dollars (\$500.00) per month, subject to further adjustments as provided in the Agreement.
- 5. Licensee's Installations. Licensee shall have the right to install and maintain cables from its equipment within the New Premises Area to its equipment within the compound area of the Premises within spaces and pathways mutually agreed to by the parties, agreement of Licensor not to be unreasonably withheld, delayed or conditioned on payment of additional consideration.
- 6. Other. Licensor represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Licensee's permitting and/or installation of a generator within the New Premises Area. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain any government approvals for Licensee's use of the New Premises Area under this Agreement and agrees, at Licensee's request, to reasonably assist Licensee with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Licensee may use the generator in the manner set forth in applicable law. Licensee may terminate this Amendment by written notice to Licensor at any time, and the rent increase set forth in Section 3 shall not take effect or shall be cancelled, as applicable, following any such termination. Within one hundred twenty 120 days after termination of this Amendment, Licensee shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Licensee fails to remove within such period and cessation of Licensee's operations at the New Premises Area shall be deemed abandoned. Licensee shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.
- 7. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may substitute or replace equipment in order to be in compliance with any current or future federal, state or local mandated emergency 911 communication services so long as the changes do not increase tower loading in anyway, including area, weight, size and number of units on the tower. Units are defined to include cables, amplifiers, antenna, remote radio heads and other related equipment.

- 8. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
- Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

"LICENSOR"

| | chigan municipal corporation |
|---------------------------|---|
| Ву: | |
| Nar | ne: |
| Titl | e: |
| Dat | e: |
| 0.5/20 | ANAGEMENT AGENT" |
| | W PAR d/b/a Verizon Wireless |
| | Verizon Wireless (VAW) LLC |
| Its: | Managing General Partner |
| Ву: | |
| Nar | ne: |
| Tid | e: |
| 1111 | |
| 1111 | e: |
| Dat | e: |
| Dat | censee" |
| Dat "LI Nev | CENSEE" v Cingular Wireless PCS, LLC |
| Dat "LI Nev By: | censee" |
| "LI Nev By: Its: | CENSEE" v Cingular Wireless PCS, LLC AT&T Mobility Corporation Manager |
| "LI Nev By: Its: | CENSEE" v Cingular Wireless PCS, LLC AT&T Mobility Corporation Manager |
| "LI Nev By: Its: | CENSEE" v Cingular Wireless PCS, LLC AT&T Mobility Corporation Manager |

| LICENSEE ACKNOWL | EDGEMENT | |
|---|--|--|
| STATE OF INDIANA |) | |
| | SS: | |
| STATE OF INDIANA COUNTY OF ALLEN |) | |
| and acknowledged unde Corporation, the Manag | er oath that he is the Sr er or New Cingular Wir | re me personally appeared Terrance Lundquist, . Tech Project Manager of AT&T Mobility eless PCS, LLC, the Licensee named in the to execute this instrument on behalf of the |
| | | Notary Public |
| | | Printed Name: |
| | | My Commission Expires: |
| STATE OF |))))) | |
| evidence to be the indivi- acknowledged to me that | ersonally known to me of dual(s) whose name(s) is he/she/they executed the on the instrument, the ind | fore me, the undersigned, personally appeared or proved to me on the basis of satisfactory (are) subscribed to the within instrument and same in his/her/their capacity(ies), and that by ividual(s), or the person upon behalf of which |
| | | Notary Public |
| | | |
| | | Printed Name: |
| | | My Commission Expires: |

| MANAGING AGENT AC | KNOWLEDGEMENT | |
|-----------------------------|---|---|
| STATE OF |) | |
| COUNTY OF |) SS:) | |
| evidence to be the individu | sonally known to me or pro ual(s) whose name(s) is (are) | ne, the undersigned, personally appeared oved to me on the basis of satisfactory subscribed to the within instrument and in his/her/their capacity(ies), and that by |
| | the instrument, the individua | al(s), or the person upon behalf of which |
| | | Notary Public |
| | | Printed Name: |
| | | My Commission Expires: |

EXHIBIT A

Proposed Final Configuration: Proposed/Final equipment weight = 1,483

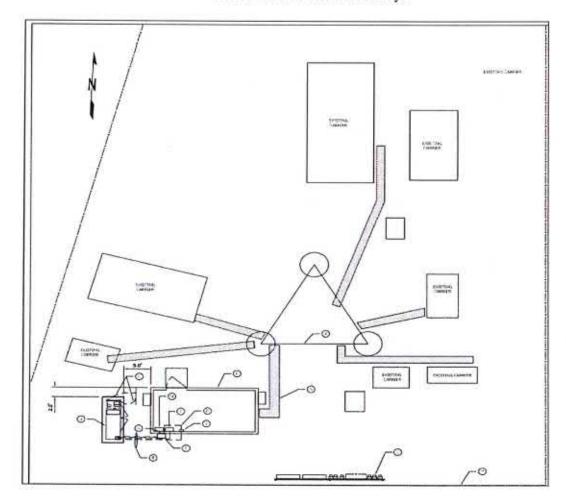
- o (3) SBNHH-1D65C (96 x 11 x 7 @ 50 lbs per x 3 =150)
- o (3) P65-16-XLH-RR (72 x 12 x 6 @ 50 lbs per x 3 =150)
- o (3) EPBQ-654L8H8-L2 (96 x 21.0 x 6.3 @ 86lbs per x 3 =258)
- \circ (3) RRH2x40W-07L (60 lbs per x 3 = 180)
- (3) RRH 4T4R B25/66 320W AHFIB (88 lbs per x 3 = 264)
- (3) RRH 4T4R B14 160W FRBI (57 lbs per x 3 =171)
- (3) RRH4x25-WCS-4R (70 lbs per x 3 =210)
- o (2) DC6 (26 lbs per x 2 =52)
- (3) TT19-08BP111-001 TMA (16 lbs per x 3 =48)
- o (6) 7/8" Coax cables
- o (2) 3/4" Fiber cables
- o (4) 3/8" DC cables

EXHIBIT B

The Premises are described and/or depicted as follows:

Commonly known as: 365C Hudson, Wyandotte, MI 48192

Lease Area Sketch or Survey:



Notes:

- THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LICENSEE.
- ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
- WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
- THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Market: Michigam/Indiana Cell Site Number: MI1668 Cell Site Name: City of Wyandotte Fixed Asset Number: 13226765 Licensor Site: Grove Street

SECOND AMENDMENT TO ANTENNA SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO ANTENNA SITE LEASE AGREEMENT ("Second Amendment"), dated as of the latter of the signature dates below, is by and between the City of Wyandotte, a Michigan municipal corporation, having a mailing address of 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to NPI Wireless-Traverse City, LLC, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 ("Licensee"), and New Par d/b/a Verizon Wireless, a Delaware Partnership, having a mailing address of One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Managing Agent").

WHEREAS, Licensor and Licensee entered into an Antenna Site License Agreement, dated February 2, 2016, First Amendment dated August 8, 2016 whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 1077 Grove Street, Wyandotte, Michigan 48192 ("Agreement"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communication instruments; and

WHEREAS, Licensor and Licensee, desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

- 1. Additional Antennas. Licensor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit 1. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit 1. Exhibit 1 supplements Exhibit A to the Agreement and lists the new equipment on the tower and the dimensions and weights of same.
- 2. Reserved Additional Licensed Premises. Based on the consideration paid for this Second Amendment, Licensor agrees to license to Licensee additional Premises, at no additional charge, to accommodate Licensee's future Generator needs, when such application is made. The size and location shall be in a mutually agreeable area to accommodate a generator. At such time an Exhibit describing the revised licensed Premises may be incorporated into this Second Amendment or by a later amendment.
- 3. Reserved Generator. Licensee shall have the right to install, repair, maintain, modify,

replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the Premises location, when application is made, including without limitation a concrete pad and generator thereon, including back-up power supply. Licensee shall have the right to access the Premises, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Licensee, and Licensee shall have the right to remove or modify it at any time.

- 4. Modification of Licensee Fee. Commencing on the date of execution of this Second Amendment, the Licensee Fee shall be increased by Five Hundred No/100 Dollars (\$500.00) per month, subject to further adjustments as provided in the Agreement.
- 5. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may substitute or replace equipment in order to be in compliance with any current or future federal, state or local mandated emergency 911 communication services so long as the changes do not increase tower loading in anyway, including area, weight, size and number of units on the tower. Units are defined to include cables, amplifiers, antenna, remote radio heads and other related equipment.
- 6. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
- Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

"LICENSOR"

| City of Wyandotte |
|--|
| Michigan municipal corporation |
| Ву: |
| Name: |
| Γitle: |
| Date: |
| NEW PAR d/b/a Verizon Wireless By: Verizon Wireless (VAW) LLC, it managing general partner |
| Ву: |
| Name: |
| Fitle: |
| Date: |

"LICENSEE"

| | New Cingular Wireless PCS, LLC By: AT&T Mobility Corporation Its: Manager |
|----------------------------------|--|
| | By: |
| | Print Name: Terrance Lundquist Its: Sr. Tech Project Manager Date: |
| | The Control of the Co |
| LICENSEE ACKNOWLEDGEMEN | <u>VT</u> |
| STATE OF INDIANA)) SS: | |
| COUNTY OF ALLEN) | |
| On the day ofin the ye | ear 2018 before me personally appeared |
| AT&T Mobility Corporation, the M | ged under oath that he is the Sr. Tech Project Manager of lanager or New Cingular Wireless PCS, LLC, the Licensee d as such was authorized to execute this instrument on behalf |
| | |
| | Notary Public |
| | Printed Name: |
| | My Commission Expires: |
| | |

| LICENSOR ACKNOWLEDGEMEN | <u>TT</u> |
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| STATE OF |) |
| COUNTY OF |) SS:) |
| satisfactory evidence to be the indi instrument and acknowledged to capacity(ies), and that by his/her/the | ear 2018 before me, the undersigned, personally appeared known to me or proved to me on the basis of vidual(s) whose name(s) is (are) subscribed to the within me that he/she/they executed the same in his/her/their eir signature(s) on the instrument, the individual(s), or the vidual(s) acted, executed the instrument. |
| | Notary Public |
| | Printed Name: |
| | My Commission Expires: |
| MANAGING AGENT ACKNOWLE | EDGEMENT |
| COUNTY OF |)) |
| COUNTY OF |) |
| evidence to be the individual(s) who acknowledged to me that he/she/they | ear 2018 before me, the undersigned, personally appeared nown to me or proved to me on the basis of satisfactory se name(s) is (are) subscribed to the within instrument and executed the same in his/her/their capacity(ies), and that by ment, the individual(s), or the person upon behalf of which instrument. |
| | Notary Public |
| | Printed Name: |
| | My Commission Expires: |

Exhibit 1

Proposed Final Configuration: Proposed/Final equipment weight = 1992.2 lbs

- (9) KMW ET-X-UW-70-16-70-18-IR-AT Antennas (91.7 x 12.0 x 6.3 @ 51.8lbs per x 9 = 466.2)
- (3) KMW EPBQ-654L8H8-L2 Antennas (96 x 21.0 x 6.3 @ 86lbs per x 3 =258)
- (6) RRH2x60-850 RRH (50 lbs per x 6 = 300)
- (3) RRH2X40W-07L RRH (60 lbs per x 3 =180)
- (3) RRH4X25-WCS-4R RRH (70 lbs per x 3 =210)
- (3) B25 RRH4X30-4R RRH (51 lbs per x 3 = 153)
- (3) Nokia Flexi RRH 4TAR B14 160W FRBI RRH (57 lbs per x 3 = 171)
- (3) B66-RRH4X45 RRH (56 lbs per x 3 = 168)
- (3) DC6-48-60-18-8F Demarc Boxes (20 lbs per x 3 =60)
- (1) DC6-48-60-18-8C Demarc Boxes (26 lbs per x 1 = 26)
- (2) 10 mm Fiber
- (8) 19.7 mm DC Cables

NOTE: There is no reserved capacity for the tower structure.

RESOLUTION

DATE: February 11, 2019 RESOLUTION by Councilperson BE IT RESOLVED that Council approves the Amendments to Antenna License Agreement to the antenna towers at 1077 C Grove and 365 C Hudson with New Cingular Wireless PCS, LLC; AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Amendments. I Move the adoption of the foregoing resolution. MOTION by Councilperson SUPPORTED by Councilperson **YEAS COUNCIL NAYS** Alderman Calvin **DeSana** Maiani Sabuda **Schultz**

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE:

January 28, 2019

AGENDA ITEM# 6

ITEM: Subscription Yard Waste Collection - 2019

PRESENTER: Mark A. Kowalewski, City Engineer Mark founds

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Department of Public Service has been performing Subscription Yard Waste Collection since 2011. I recommend we continue to provide this service at a cost of \$55,00/season or \$1.65/week for 2019. This is a two (\$2.00) dollar increase of the rate from last year. See attached Yard Waste Report. This service will start the week of April 15th and continue until the week of November 25th, 2019. In the 2018 Season the City had 773 Subscribers to this program.

Any Resident interested in this program should complete a Curbside Yard Waste Application available on our website at www.wyandotte.net under the Department of Public Service.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Concur with fee of \$55,00/season or \$1.65/week.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: This is a budgeted item in the 2018-2019 Budget.

IMPLEMENTATION PLAN: Once approved, a notice will be placed on the Information Channel and the City's Website that there is open enrollment. Last year's customers will be sent a renewal notice.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Sausdal

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: AND

LIST OF ATTACHMENTS: Yard Waste Report January, 2019, Rate Schedule and Data from 2010-2019

MODEL RESOLUTION:

| D | ESO. | LIT | CIO | NI |
|--------------|------|-----|-----|----|
| \mathbf{r} | LOU. | 100 | | IN |

Wyandotte, Michigan Date:

| RESOLUTION by | Councilperson | | | |
|---------------|---------------|--|--|--|
| * | | | | |

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the Curbside Yard Waste Subscription Program and approves the Department of Public Service to provide Subscription Yard Waste Collection for 2019 at a cost of \$55.00 for the 2019 Season; AND

BE IT RESOLVED that the Engineering Department will place a notice on cable and the City website to inform residents of open enrollment; AND

BE IT FURTHER RESOLVED that residents interested in this program should complete a Curbside Yard Waste Application available at www.wyandotte.net under the Department of Public Service tab.

YARD WASTE REPORT - JANUARY 2019

EXPENSES FOR 2018:

EXPECTED EXPENSES FOR 2019:

| Labor and Fringe | \$15,867.00 | Labor and Fringe | \$16,250.00 |
|---------------------|---------------|---------------------|--------------|
| Equipment | \$20,341.79 | Equipment | \$22,000.00 |
| Materials | \$ 0.00 | Materials | \$ 0.00 |
| 2018 Excess Revenue | (\$ 1,228.06) | 2018 Excess Revenue | (\$1,228.06) |
| Total Expenses | \$34,980.73 | Total Expenses | \$37,021.94 |

Seasonal Employee Hours Worked: 1,085.2 hours Full Time Employee Hours Worked: 0 hours

Equipment Used: Truck: #23, Truck #33, Truck #24, Truck #45 and Trailer #8

REVENUE FOR 2018:

EXPECTED REVENUE FOR 2019:

Number of Subscribers: 773

Revenue for 2018: \$37,436.85

Annual Fee \$53.00/season (\$1.65/week)

Number of Subscribers: 676 (5 year average= 648,622,641,694,773)

676 Subscribers x \$55.00 = \$37,180.00

Subscribers

SUMMARY:

Expenses: \$36,208.79
Revenue: \$37,436.85
Excess Revenue (\$1,228.06)

SUMMARY:

Expected Expenses: \$37,021.94 Expected Revenue: \$37,180.00 Shortfall/Excess Revenue (\$ 158.06)

Recommend 2019 Annual Fee: \$55.00/season (\$1.65/week)

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

Yard Waste Subscription Weekly Cost

2019

\$1.65 PER WEEK

| Weeks Left | <u>Dates of Week</u> | <u>Cost Per Week</u> |
|------------|----------------------|----------------------|
| 33 | 4-15 TO 4-19 | \$55.00 |
| 32 | 4-22 TO 4-26 | \$53.34 |
| 31 | 4-29 TO 5-3 | \$51.68 |
| 30 | 5-6 TO 5-10 | \$50.02 |
| 29 | 5-13 TO 5-17 | \$48.36 |
| 28 | 5-20 TO 5-24 | \$46.70 |
| 27 | 5-27 TO 5-31 | \$45.04 |
| 26 | 6-3 TO 6-7 | \$43.38 |
| 25 | 6-10 TO 6-14 | \$41.72 |
| 24 | 6-17 TO 6-21 | \$40.06 |
| 23 | 6-24 TO 6-28 | \$38,40 |
| 22 | 7-1 TO 7-5 | \$36.74 |
| 21 | 7-8 TO 7-12 | \$35.08 |
| 20 | 7-15 TO 7-19 | \$33.42 |
| 19 | 7-22 TO 7-26 | \$31.76 |
| 18 | 7-29 TO 8-2 | \$30.10 |
| 17 | 8-5 TO 8-9 | \$28,44 |
| 16 | 8-12 TO 8-16 | \$26.78 |
| 15 | 8-19 TO 8-23 | \$25.12 |
| 14 | 8-26 TO 8-30 | \$23,46 |
| 13 | 9-2 TO 9-6 | \$21.80 |
| 12 | 9-9 TO 9-13 | \$20.14 |
| 11 | 9-16 TO 9-20 | \$18.48 |
| 10 | 9-23 TO 9-27 | \$16.82 |
| 9 | 9-30 TO 10-4 | \$15.16 |
| 8 | 10-7 TO 10-11 | \$13.50 |
| 7 | 10-14 TO 10-18 | \$11.84 |
| 6 | 10-21 TO 10-25 | \$10.18 |
| 5 | 10-28 TO 11-1 | \$8.52 |
| 4 | 11-4 TO 11-8 | \$6.86 |
| 3 | 11-11 TO 11-15 | \$5.20 |
| 2 | 11-18 TO 11-22 | \$3.54 |
| 1 | 11-25 TO 11-29 | \$1.65 |

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|-----------------------|----------|--------------|------------|-----------|--------------|------------|-------------|-------------|------------|---------|
| YEAR | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
| Customers | 550 | 598 | 587 | 629 | 648 | 662 | 641 | 694 | 773 | |
| Yearly Cost | \$72.00 | \$46.00 | \$54.25 | \$55.00 | \$55.00 | \$59.00 | \$70.00 | \$49.00 | \$53.00 | \$55.00 |
| Provider | Republic | DPS | DPS | DPS | DPS | DPS | DPS | DPS | DPS | DPS |
| Revenue Minus Cost | | [\$6,347.11] | [\$246.82] | \$ 758.15 | [\$1,154.60] | [3,657.83] | \$ 8,203.82 | \$ 6,168.63 | \$1,228.06 | |
| Rate Increase | | [36%] | 18% | 1% | 0% | 7% | 19% | [30%] | 8% | 4% |

DATE: February 11, 2019

RESOLUTION by Councilperson BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the Curbside Yard Waste Subscription Program and approves the Department of Public Service to provide Subscription Yard Waste Collection for 2019 at a cost of \$55.00 for the 2019 Season: AND BE IT RESOLVED that the Engineering Department will place a notice on cable and the City website to inform residents of open enrollment; AND BE IT FURTHER RESOLVED that residents interested in this program should complete a Curbside Yard Waste Application available at www.wyandotte.net under the Department of Public Service tab. I Move the adoption of the foregoing resolution. MOTION by Councilperson SUPPORTED by Councilperson **YEAS** COUNCIL **NAYS** Alderman Calvin **DeSana** Maiani

> Sabuda Schultz

Peace Corps cell: Laure Drambil www. s LAURA GRAMLICH
Notary Public, State of Michigan
County of Wayne
My Commission Expires May. 14, 2019
Acting in the County of Wayne 22 JAN201

> Sabuda Schultz

January 23, 2019

Mayor Joseph R. Peterson and Ladies and Gentlemen of the Wyandotte City Council,

Hello. My name is Kelly Nelson. I am the president of Kelly Koin Incorporated. My company supplies vending and amusement equipment to bars and bowling centers throughout southeastern Michigan. I have been in business for over forty years and have been doing business in the city of Wyandotte for thirty years.

Currently the license fees in the city of Wyandotte are \$60.00 per game, with an additional \$300.00 distributor license. Based on this structure, I am being billed, on average, between \$3000.00-\$4000.00 per year. This is creating a hardship on my company which I can no longer afford.

The city of Wyandotte does not require other businesses to pay these excessive fees. An example being a license for a bar is \$75.00 per year.

Therefore, to be in line with the rest of the businesses in Wyandotte, I am proposing that my business have a single license fee instead of treating each piece of equipment as its own separate business.

I appreciate your time and consideration regarding this matter and look forward to continuing to do business in the city of Wyandotte.

Sincerely,

Kelly Nelson

Kelly Koin Inc.

Phone 734-320-1156

DATE: February 11, 2019 RESOLUTION by Councilperson BE IT RESOLVED that the letter from Mr. Kelly Nelson of Kelly Koin regarding the review of amusement distributor and device fees has been received and placed on file. I Move the adoption of the foregoing resolution. MOTION by Councilperson SUPPORTED by Councilperson **YEAS** COUNCIL **NAYS** Alderman Calvin **DeSana** Maiani Sabuda **Schultz**

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: January 28, 2019 AGENDA ITEM # 9

ITEM: Appointment to the Building Code Board of Appeals

PRESENTER: Mayor Joseph R. Peterson All.

INDIVIDUALS IN ATTENDANCE: Mayor Joseph R. Peterson

BACKGROUND: The Building Code Board of Appeals shall be comprised of seven (7) members. One must be a registered design professional with structural or architectural experience. The others must be registered design professional, construction superintendents or contractors with experience in various areas of building construction.

Due to the resignation of William Butch, a vacancy now exists on the Building Code Board of Appeals. Mayor Peterson is recommending the appointment of Jean Claude Marcoux to fill the unexpired term to expire April 2020.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Adopt a resolution supporting the appointment of Jean Claude Marcoux, 530 Superior, Wyandotte, MI 48192, as a member of the Building Code Board of Appeals. Term to expire April 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: Application from Jean Claude Marcoux

MODEL RESOLUTION: **RESOLUTION** Wyandotte, Michigan Date: January 28, 2019 RESOLUTION by Councilperson_ RESOLVED by the City Council that Council CONCURS in the recommendation of Mayor Peterson to appoint Jean Claude Marcoux, 530 Superior, Wyandotte, MI 48192 to the Building Code Board of Appeals to fill the unexpired term of William Butch. Term to expire April 2020. AND BE IT FURTHER RESOLVED Council thanks William Butch for his service on the Building Code Board of Appeals. I move the adoption of the foregoing resolution. MOTION by Councilperson _____ Supported by Councilperson_____ **NAYS YEAS COUNCIL** Alderman Calvin

DeSana Maiani Sabuda Schultz

CITY OF WYANDOTTE, MICHIGAN

APPLICATION FOR BOARDS AND COMMISSIONS

A separate application is required for each board or commission you wish to join.

Applications remain active for one year from the date of submittal.

Resumes are encouraged and may be attached to your completed application.

| Name VEAN CLAUR MA | of Appeals |
|--|---|
| VEAN CLAUR MA | SECOUX |
| Home Address: | Work Address Betiech Building Dept. |
| Home Phone | Work Phone |
| Cell Phone | Email |
| Please note your preferred method(s) of ☐ Home Phone ☐ Work Phone ☐ Cel | |
| Residency, property or business owners I am a resident. If so, for how many ye I am a property owner. If so, for how many many am a business owner. If so, for how many many many many many many many many | nany years? 28 |
| Provide a brief biography including you the community, professional or other no board or commission. | r skills, background and expertise, as well as involvement in appropriate organizations that are specifically applicable to this are specifically applicable. |
| | |

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Employment: List your most recent employment experiences.

| Position | Duties | Dates of Employment |
|-------------------------|--|--|
| The Building | Jevieir Curs | 1990 - 2018 |
| 1980-1989 INSPECTIVE | CONSTAUGUN INSPECTOR | 1980-1989 |
| LAND Surveyor | Surveying of BONDS SAL | 1987-1989 |
| | THE Building INSPECTIVE 1980-1989 INSPECTIVE | The Building INSPECT & INSPECTOR DEVICED CONSTRUCTION INSPECTOR INSPECTOR INSPECTOR |

Education: List your most recent educational experiences.

| Educational Institution/School | Certificate/Degree Received | Dates |
|--------------------------------|-----------------------------|------------|
| FERRIS STATE | IN LOND SURVEYING | 1975 -1977 |
| | | |
| | | |

Volunteerism: List your most recent volunteer experiences.

| Organization | Role | Dates |
|--------------|--|-------|
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Supplemental Information: Please review our Guidelines for Boards and Commissions for the desired qualifications for each board and commission. Check the appropriate box or boxes to indicate whether you have experience or professional credentials that may be needed to fill a specific seat.

Some boards and commissions are a mix of citizens with certain qualifications and others are citizens representing the general public. Even if you do not have any of the experience or professional background listed below, the community urges you to apply for consideration. Wyandotte needs citizens with diverse backgrounds on its boards and commissions.

Important Public Records Information: All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act. Please contact the Clerk at 734-324-4560 or clerk@wyan.org if you have any questions or concerns about the disclosure of specific information.

Truth and Accuracy: I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

Applicant's Signature

Avanty 18th 2019

Date

Return completed forms to

Office of the Mayor, City of Wyandotte, Michigan, 3200 Biddle Avenue, Suite 300, Wyandotte, MI 48192

| Please check below if you have experience in: |
|---|
| Advertising/Marketing/Public Relations |
| ☐ Architecture/Engineering |
| ☐ Arts/Culture/History |
| ☐ AutoCAD/Drafting/GIS |
| ☐ Business |
| □ Coaching/Sports |
| ☐ Construction/Carpentry |
| ☐ Electrical work/contracting |
| ☐ Education |
| ☐ Event Planning |
| ☐ Forestry |
| ☐ Horticulture |
| Landscape Architecture |
| □ Law |
| Planning/Zoning |
| ☐ Property Maintenance/Management |
| ☐ Plumbing work/contracting |
| ☐ Real Estate/Development |
| ☐ Gardening/Landscaping |
| ☐ Government |

| | | DATE: February 11, 2019 |
|---|--------------------------|--------------------------------|
| RESOLUTION by Councilperson | | |
| BE IT RESOLVED that Council CON appoint Jean Claude Marcoux, 530 Sup of Appeals to fill the unexpired term of | perior, Wyandotte, MI 48 | 192 to the Building Code Board |
| AND BE IT FURTHER RESOLVED Building Code Board of Appeals. | Council thanks William B | utch for his service on the |
| | | |
| I Move the adoption of the foregoing re | esolution. | |
| MOTION by Councilperson _ | | |
| SUPPORTED by Councilperson _ | | |
| <u>YEAS</u> | COUNCIL | <u>NAYS</u> |
| | Alderman Calvin | |
| | DeSana | |
| | Maiani Sabuda | |
| | Sabuda Schultz | |

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 2/11/2019 AGENDA ITEM # 10

ITEM: Municipal Services – Concur with approval for a Salary Step Adjustment for the General Manager of Wyandotte Municipal Services

PRESENTER: Leslie Lupo, Commission President

INDIVIDUALS CONSULTED: N/A

BACKGROUND: Paul LaManes was appointed to the permanent position of General Manager on August 16, 2018 and received a salary adjustment at that time. It was noted at that time by the Commission that his performance should be reviewed and salary adjusted if appropriate in six-month increments until reaching the level of the most recent GM. As required by the City Charter, the compensation for the General Manager requires approval from the City Council.

STRATEGIC PLAN/GOALS: None

ACTION REQUESTED: Concur with the Wyandotte Municipal Services Commission approval of a \$ 5,000 salary adjustment effective 2/18/2019 for the General Manager, as recommended by the Wyandotte Municipal Services Commission.

BUDGET IMPLICATIONS: Position was budgeted for \$ 106,875 for FY2019, approval would require a \$ 3,325 budget amendment for salary and \$590 for salary-based benefits. Amendment would be made from open positions.

IMPLEMENTATION PLAN: Subsequent to City Council concurrence, complete Notice of Change in Pay Rate form and forward to Human Resources/Payroll for system change.

MAYOR REVIEW: All.

CITY ADMINISTRATOR REVIEW: Soupdal

LEGAL COUNSEL REVIEW: N/A

LIST OF ATTACHMENTS: None

BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte Municipal Services Commission in the following resolution.

A resolution concurring with a step adjustment of \$5,000 for the General Manager of the Department of Municipal Services effective 2/18/2019 resulting in a salary of \$110,000 annually, as recommended by the Wyandotte Municipal Services Commission.

| I move the adoption | of the forego | ing resolution. | | |
|---------------------|---------------|--|-------------|--|
| MOTION by Counc | cilperson | | | |
| Supported by Counc | cilperson | | | |
| | <u>YEAS</u> | COUNCILPERSON Alderman Calvin DeSana Maiani Sabuda Schultz | <u>NAYS</u> | |

DATE: February 11, 2019 RESOLUTION by Councilperson BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte Municipal Services Commission in the following resolution: A resolution concurring with a step adjustment of \$5,000 for the General Manager of the Department of Municipal Services effective 2/18/2019 resulting in a salary of \$ 110,000 annually, as recommended by the Wyandotte Municipal Services Commission. I Move the adoption of the foregoing resolution. MOTION by Councilperson SUPPORTED by Councilperson YEAS COUNCIL **NAYS** Alderman Calvin **DeSana** Maiani Sabuda Schultz

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: January 28, 2019 AGENDA ITEM # 11

ITEM: Business Registration

PRESENTER: Lawrence S. Stec, City Clerk

INDIVIDUALS IN ATTENDANCE: Lawrence S. Stec, City Clerk

BACKGROUND: In an effort to establish an accurate accounting of all entities doing business in our city, it has been a primary objective of the Clerk's office to establish a list of all operating businesses in our city. This goal was driven in part by the many inquiries the office receives to provide such information, and in part for the city to have an accurate assessment of which types of businesses operate within in our city. As some of the business require a license to operate issued by the Clerk's office, there are many that do not. The goal of this endeavor will be to require all business operations to register with the clerk. The information collected in this new process would be utilized by the WPD, WFD, Engineering Department, DPS, and the Clerk's Office and would initiate the creation of a business directory located on the city's website. It is the recommendation of the Clerk that the fee for this registration should be set by City Council, as prescribed by Section 177 of the City Charter, and it is further recommended that the fee be in the \$100.00 range.

Originally, it was the objective of the Clerk's Office to do away with all individually categorized licenses and implement one single Business Registration for all businesses. The Clerk's Office hopes to re-visit and re-evaluate their original recommendation of eliminating all current business licensing fees in the near future in favor of implementing the Business Registration System. Therefore, all license fees as set forth by ordinance, with the exception of those that are approved for repeal per the Clerk's recommendation, shall remain in effect for the present time.

STRATEGIC PLAN/GOALS: To provide for a business-friendly atmosphere for those who choose to provide goods and services in our city.

<u>ACTION REQUESTED:</u> Read, review, and discuss the items put forth in this communication and concur with the recommendations for implementation of the above plan.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Make the change known should it be adopted by placing an insert in all utility bills mailed in the city, and placing it on the City's web site and cable stations. It is hoped that the change will be implemented to coincide with the annual license renewal date of June 1, 2019

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Soundal LEGAL COUNSEL'S RECOMMENDATION: (1) MAYOR'S RECOMMENDATION: All LIST OF ATTACHMENTS: Draft Proposed Ordinance initiating Business Registration System, including a sample of the language to condense the many individual business listings into one chapter titled, "Businesses". Repeal & Retain License Recommendations **Draft Business Registration Application MODEL RESOLUTION: DATE:** January 28, 2019 RESOLUTION by Councilperson WHEREAS the communication from the City Clerk regarding Business Registrations, elimination of antiquated business licenses, and the creation of a new chapter of the Code of Ordinances entitled "Businesses" has been presented to the Council for review and discussion. BE IT RESOLVED that the council concurs with the Clerk's recommendation to set the fee for the business registration and to implement a business registration system with a fee of \$100 per business: AND BE IT FURTHER RESOLVED that Council directs the Department of legal Affairs to prepare the necessary changes to the ordinance to facilitate the implementation of the business registration system, elimination of recommended license fees, and creation of a new chapter for consolidation of business registrations and licenses to coincide with the next business license cycle which commences on June 1, 2019. I Move the adoption of the foregoing resolution. MOTION by Councilperson SUPPORTED by Councilperson

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

Chapter 40 BUSINESSES

ARTICLE I. BUSINESS REGISTRATIONS

| Sec. 40-1. | Scope. |
|--------------------|--|
| Sec. 40-2. | Business Registration not an exemption. |
| <u>Sec. 40-3</u> . | Registration required to operate. |
| Sec. 40-4. | Application; renewal. |
| Sec. 40-5. | Record of establishments. |
| Sec. 40-6. | Code Compliance; approval from City departments. |
| Sec. 40-7. | Posting. |
| Sec. 40-8. | State or City License not an exemption. |
| Sec. 40-9. | Exemption from payment of registration fee. |
| Sec. 40-10. | Payment of fees. |
| Sec. 40-11. | Transfer of Registration Certificate. |
| Sec. 40-12. | Denial of Registration Certificate. |
| Sec. 40-13. | Grounds for revocation and suspension of registration. |
| Sec. 40-14. | Revocation and suspension procedures. |
| Sec. 40-15. | Additional authority. |
| Sec. 40-16. | Civil Infraction. |

Sec. 40.-1. Scope.

The provisions of this article shall apply to all certificates issued by the City Clerk in the absence to provisions of the contrary. The term "registration" as used in this article shall be deemed to include the term "certificate".

Sec. 40.-2. Business Registration not an exemption.

The provisions of this article shall not exempt a business owner from complying with any applicable municipal codes referred to in any section of the Wyandotte Code of Ordinances. The term "registration" as used in this article shall not include the term "license".

Sec 40-3. Registration required to operate business.

It shall be unlawful for any person, either directly or indirectly, to conduct a business within the city without registering said business in accordance with the requirements and provisions of this chapter. This registration shall include general business owner and emergency contact information and alarm system information. Alarm system information is required to assist city service departments in the case of an emergency at the registered business.

Sec 40-4. Application; renewal.

- (a) Application for a certificate under this division shall be made to and upon forms supplied by the city clerk or his designee, and shall set forth such information as shall be required by the city clerk for the purpose of enforcing this article. The required certificate fee shall be tendered to the city clerk when the registration application is filed.
- (b) Renewal of the certificate shall be required annually by submitting a renewal application upon forms supplied by the city clerk or his designee, setting forth such information as shall be required by the city clerk for the purpose of enforcing this article. The renewal fee shall be tendered to the city clerk when the renewal application is filed. Renewal applications shall be filed no later than the first Monday in June of each year.
- (c) An initial business registration or renewal of a business registration must be secured within 30 days of the first Monday in June of each year.

Sec 40-5. Record of establishments.

The city clerk shall cause to be maintained a record of all commercial establishments in the city for the purpose of classifying, serving, inspecting and licensing such establishments.

Sec. 40-6. Preliminary inspection of premises.

Upon receiving an application for a certificate under this division, the building official or their designee shall cause all necessary inspections of the premises to be made to ascertain if the premises are in a safe, sound, and sanitary condition in accordance with all applicable provisions of state statutes and this Code.

Sec 40-7. Posting.

The registrant under this division shall post and maintain the certificate at all times in a conspicuous place in the registered premises.

Sec 40-8. State or city license not an exemption.

The fact that a license or permit has been granted to any person by the state or city to engage in the operation, conduct, maintenance or management of any business, service, profession or premises shall not exempt such person from the necessity of registering with the city.

Sec 40-9. Exemption from payment of registration fee.

No registration fee shall be required from any person exempt from payment of the fee by state or federal law. Such persons shall comply with all other provisions of this chapter. The city clerk shall, in all such cases, issue to such persons, certificates which are clearly marked as to the exemption and the reason thereof.

Sec 40-10. Payment of fees.

No certificate shall be issued until the appropriate fees, as prescribed by resolution of the City Council, have been paid by the applicant to the city clerk. All fees required for the registration of a business pursuant to the Code of Ordinances must be paid in full and may not be prorated, regardless of when an application for a certificate or permit is made. No rebate or refund shall be made of any registration fee, or part thereof, by reason of the death of the registrant or by reason of non-use of the certificate or discontinuance of the operation of the commercial establishment.

Sec 40-11. Transfer of registration certificate.

No certificate or permit issued under the provisions of this Code shall be transferable.

Sec 40-12. Denial of registration certificate.

- (a) Certificates to be issued under this Code may be refused by the city clerk for any of the following causes:
 - (1) Fraud, misrepresentation or false statement contained in the application for certificate;
 - (2) Fraud, misrepresentation or false statement made in the operation of a business;
 - (3) Any violation of this Code;
- (4) Conducting a business in an unlawful manner of in such manner as to constitute a breach of the peace or to constitute a menace to the health, safety or welfare of the public;
- (5) The failure or inability of an applicant to meet and satisfy the requirements and provisions of this Code.
- (b) Any person whose request for a certificate is refused shall have the right to a hearing before the council provided a written request therefor is filed with the city clerk within ten (10) days following the refusal. The council shall then have the right to order the issuance of the certificate.

Sec 40-13. Grounds for revocation or suspension of registration.

Certificates issued under this Code may be suspended or revoked by the city clerk for any of the following causes:

- (a) Fraud, misrepresentation or false statement contained in the application for registration;
- (b) Fraud, misrepresentation or false statement made in the operation of a business;
- (c) Any violation of this Code;
- (d) Conducting a business in an unlawful manner or in such manner as to constitute a breach of the peace or to constitute a menace to the health, morals, safety or welfare of the public;
- (e) The failure or inability of an applicant to meet and satisfy the requirements and provisions of this Code.

Sec 40-14. Revocation or suspension procedures.

- (a) Written notice of suspension or revocation of a registration certificate stating the cause or causes therefor shall be delivered to the registrant personally or mailed to the address stated in the application for registration.
- (b) Any person whose certificate is revoked or suspended shall have the right to a hearing before the council provided a written request therefor is filed with the city clerk within ten (10) days following the delivery or mailing of notice of revocation of suspension. The council shall have the right to reinstate the registration.

Sec. 40-15. Additional authority.

The city hereby authorizes the City Clerk, to adopt such reasonable rules and regulations as may be necessary to carry out the purpose and intent of this division.

Sec. 40-16. Civil infraction.

Failure to comply with any provision of this chapter shall be a civil infraction. The civil penalty for violation shall be set by resolution.

ARTICLE II. BUSINESS LICENSES

DIVISION I. IN GENERAL (FORMERLY CH. 21, ART. I)

- Sec. 40-17. Scope.
- Sec. 40-18. Business licenses required.
- Sec. 40-19. Applications.
- Sec. 40-20. Expiration date, exception.
- Sec. 40-21. Effect of state license.
- Sec. 40-22. Compliance with Code required; payment of personal property taxes.
- Sec. 40-23. Payment of fees.
- Sec. 40-24. Denial of licenses.
- Sec. 40-25. Persons exempt from license fee.
- Sec. 40-26. Transfer of licenses.
- Sec. 40-27. Possession and display.
- Sec. 40-28. Regulation of weights and measures.
- Sec. 40-29. Actual weights and measures to equal purported quantities.
- Sec. 40-30. Defective, deteriorated, etc., merchandise.
- Sec. 40-31. Grounds for revocation or suspension of licenses.
- Sec. 40-32. Revocation or suspension procedures.
- Sec. 40-33. Renewal.

Secs. 21-19—21-30. Reserved.

Sec. 40-17. Scope.

The provisions of this article shall apply to all licenses and permits issued by the city in the absence to provisions of the contrary. The term "license" as used in this article shall be deemed to include the term "permit."

(Ord. No. 610, § 1, (16-52), 3-27-78)

Sec. 40-18. Business licenses required.

No person shall, directly or indirectly, operate, conduct, maintain or manage any business or premises for which any license or permit is required by any provision of this Code without first obtaining a license or permit from the city in the manner provided in this chapter.

Sec. 40-19. Applications.

Each person required to obtain a license from the city shall make application for said license to the city clerk in the form and manner prescribed by him, and shall state under oath such facts as may be required for, or applicable to, the granting of such license, including the following:

- (1) The full names, business addresses and residence addresses of all owners, proprietors, officers, managers and local employees of applicant's business;
 - (2) The names and addresses of its officers if the applicant is a corporation;
- (3) The place or places in the city where it is proposed to maintain applicant's business, and the length of time during which it is proposed that such business be conducted;
- (4) The nature, character and quality of the goods, wares, merchandise or services to be sold or offered for sale by the applicant in the city;
- (5) The nature and kind of business which applicant proposes to conduct and the manner of operating same;
 - (6) A list of all assumed, trade or firm names under which applicant intends to do business;
- (7) The nature and character of advertising done or proposed to be done in order to attract customers;
- (8) Whether or not the applicant or person conducting or managing applicant's business have been convicted of a crime, misdemeanor or the violation of any municipal ordinance, and if so, full particulars in connection therewith.

(Ord. No. 610, § 1 (16-3), 3-27-78)

Sec. 40-20. Expiration date, exception.

The license year shall terminate on the first Monday in June next after the issuance of such license. In all cases where the provisions of this Code permit the issuance of licenses for periods of less than one (1) year, the expiration date shall be indicated on the face of the license.

(Ord. No. 610, § 1 (16-4), 3-27-78)

Expiration date of licenses, § 178.

Sec. 40-21. Effect of state license.

- (a) Except as otherwise provided by law, the fact that a license or permit has been granted to any person by the state to engage in the operation, conduct, maintenance or management of any business or premises shall not exempt such person from the necessity of obtaining a license or permit from the city if such license is required by this Code.
- (b) No license or permit required by this Code shall be issued to any person who is required to have a license or permit from the state until such person shall submit evidence of such state license or permit and proof that all fees appertaining thereto have been paid.

(Ord. No. 610, § 1 (16-2, 16-5), 3-27-78)

Sec. 40-22. Compliance with Code required; payment of personal property taxes.

No license shall be granted to any applicant:

- (1) Until such applicant has complied with all of the provisions of this Code pertaining to the business for which application for the license is made;
- (2) If the approval of any officer of the city is required prior to the issuance thereof until such approval is made;
 - (3) Who is delinquent in the payment of personal property taxes;
- (4) Who is using or intends to use in the business for which application for the license is being made, any personal property upon which there is a lien for unpaid personal property taxes; provided, however, that granting of a license shall not be withheld if said lien is for current personal property taxes the payment of which is not delinquent.

(Ord. No. 610, § 1 (16-6), 3-27-78)

Sec. 40-23. Payment of fees.

No license shall be issued until the appropriate fees set forth in this Code have been paid by the applicant to the city clerk. All fees required for a license or permit pursuant to the Code of Ordinances must be paid in full and may not be prorated, regardless of when an application for a license or permit is made.

(Ord. No. 610, § 1(16-7), 3-27-78; Ord. No. 728, § 1, 4-26-82)

Power of city to set license fees, § 177.

Sec. 40-24. Denial of licenses.

- (a) Licenses to be issued under this Code may be refused by the city clerk for any of the following causes:
 - (1) Fraud, misrepresentation or false statement contained in the application for license;
 - (2) Fraud, misrepresentation or false statement made in the operation of a business;
 - (3) Any violation of this Code;
- (4) Conducting a business in an unlawful manner of in such manner as to constitute a breach of the peace or to constitute a menace to the health, safety or welfare of the public;
- (5) The failure or inability of an applicant to meet and satisfy the requirements and provisions of this Code.
- (b) Any person whose request for a license is refused shall have the right to a hearing before the council provided a written request therefor is filed with the city clerk within ten (10) days following the refusal. The council shall then have the right to order the issuance of the license.

(Ord. No. 610, § 1 (16-9, 16-14), 3-27-78)

Sec. 40-25. Persons exempt from license fee.

No license fee shall be required from any person exempt from payment of the fee by state or federal law. Such persons shall comply with all other provisions of this chapter. The city clerk shall, in all such cases, issue to such persons licenses which are clearly marked as to such exemption.

(Ord. No. 610, § 1 (16-8), 3-27-78)

Sec. 40-26. Transfer of licenses.

No license or permit issued under the provisions of this Code shall be transferable.

(Ord. No. 610, § 1 (16-16), 3-27-78)

Sec. 40-27. Possession and display.

- (a) A licensee shall carry any license issued in accordance with the provisions of this Code upon his person at all times when engaged in the operation, conduct or maintenance of any business for which the license was granted; except that where such business is operated, conducted or maintained at a fixed place or establishment said license shall be displayed at all times in some conspicuous place in his place of business; the licensee shall produce the same for examination when applying for a renewal thereof or when requested to do so by any city police officer or by any person representing the issuing authority.
- (b) A licensee shall display conspicuously on each vehicle or mechanical device or machine required to be licensed by this Code such tags or stickers as are furnished by the city clerk.
- (c) No person shall display any expired, suspended or revoked license, or any license for which a duplicate has been issued.

(Ord. No. 610, § 1 (16-13—16-15), 3-27-78)

Sec. 40-28. Regulation of weights and measures.

No licensee shall use any weighing or measuring device in the conduct of his business or have in his possession any weighing or measuring device, unless said device shall have been approved by the city sealer of weights and measures.

(Ord. No. 610, § 1, (16-18), 3-27-78)

Sec. 40-29. Actual weights and measures to equal purported quantities.

No licensee shall sell or offer for sale any article or commodity unless the weight or measure of the same is actually equal to the weight or measure purported.

(Ord. No. 610, § 1 (16-19), 3-27-78)

Sec. 40-30. Defective, deteriorated, etc., merchandise.

No licensee shall sell or offer for sale any defective, faulty, incomplete or deteriorated articles of merchandise, unless the goods are so represented to prospective customers.

(Ord. No. 610, § 1 (16-20), 3-27-78)

Sec. 40-31. Grounds for revocation or suspension of licenses.

Licenses issued under this Code may be suspended or revoked by the city clerk for any of the following causes:

- (a) Fraud, misrepresentation or false statement contained in the application for license:
- (b) Fraud, misrepresentation or false statement made in the operation of a business;
- (c) Any violation of this Code;

- (d) Conducting a business in an unlawful manner or in such manner as to constitute a breach of the peace or to constitute a menace to the health, morals, safety or welfare of the public;
- (e) The failure or inability of an applicant to meet and satisfy the requirements and provisions of this Code.

(Ord. No. 610, § 1, (16-9), 3-27-78)

Revocation of licenses, § 177.

Sec. 40-32. Revocation or suspension procedures.

- (a) Written notice of suspension or revocation of a license stating the cause or causes therefor shall be delivered to the licensee personally or mailed to his address stated in his application for license.
- (b) Any person whose license is revoked or suspended shall have the right to a hearing before the council provided a written request therefor is filed with the city clerk within ten (10) days following the delivery or mailing of notice of revocation of suspension. The council shall have the right to reinstate the license.

(Ord. No. 610, § 1, (16-10, 16-11), 3-27-78)

Revocation of licenses, § 177.

Sec. 40-33. Renewal.

Unless otherwise provided herein, an application for renewal of a license shall be considered in the same manner as an original application. All applications for license renewals shall be filed in the city clerk's office not later than May first, and said city clerk shall charge a late filing fee of three dollars (\$3.00) for each day thereafter up to and including the day on which said renewal application is filed. Said late filing fee shall be paid in addition to the license fee.

(Ord. No. 610, § 1(16-12), 3-27-78; Ord. No. 866, § 3, 6-19-89)

Secs. 21-19—21-30. Reserved. (Unsure of how to move previously reserved sections)

DIVISION 2. MASSAGE

Sec.

Sec.

DIVISION 3. TATTOO PARLORS & ARTISTS

Sec.

Sec.

DIVISION 4. RESTAURANTS

Sec.

Sec.

ALL CURRENT LICENSES THAT ARE NOT APPROVED TO BE REPEALED ARE BEING RECOMMENDED TO BE MOVED TO CHAPTER 40 IN AN EFFORT TO CONSOLIDATE INFORMATION FOR BUSINESSES REGARDING LICENSES AND REGISTRATIONS.

| | | | CLER | K'S OFFIC | CE LICENSE RECOMMEN | NDATIONS |
|------------------|--|-----------------------------|-----------|---|--|--|
| | Chapter | Art | Div | Sec | Name | RECOMMENDATION/NOTES |
| | 3 | 2 | | 3-21 - 3-59 | Amusement Riding & Moving Devices | |
| | 3 | 3 | | 3-60 - 3-90 | Circuses, Menageries, Etc. | |
| R | 3 | 4 | | 3-91 - 3-108 | Mechanical Amusement Devices | |
| | 3 | 6 | | 3-176 - 3-200 | Concerts, Lectures, Etc. | |
| E | 3 | 7 | 3 | 3-226 - 3-239 | Dancing Halls & Schools | division 1 already reserved |
| | 3 | 9 | | 3-269 - 3-299 | Roller Skating Rinks | |
| l P | 3 | 10 | | 3-300 - 3-325 | Shooting Gallery | |
| - | 3 | 11 | | 3-326 - 3-341 | Theaters | |
| l E | 8 | | | 8-1 - 8-6 | Busses | |
| ۸ . | 12 | 2 | 2 | 12-33 - 12-47 | Meat, Poultry, & Seafood | License Division |
| A | 12 | 3 | | 12-48 - 12-49 | Food Dealers & Processors | License & Fee |
| 1 1 | 21 | 1 | | 21-18 | Fumigators | Section only |
| L | 21 | 2 | | 21-31 - 21-55 | Coal & Coke Deliveries | |
| | 21 | 3 | | 21-56 - 21-89 | Furniture Movers | |
| | 21 | 4 | | 21-90 - 21-115 | Locksmiths or Keymaker | |
| | | | | | | |
| | 23 | | | 23-1 - 23-45 | Motorcycles | |
| | WE A | | | THAT ALL OF THE R | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED | |
| | WE A | Art | MENDING 1 | THAT ALL OF THE R | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name | RECOMMENDATION NOTES |
| | WE A | Art 1 | | Sec 3-1 - 3-20 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General | |
| | Chapter 3 | Art 1 5 | Div | Sec 3-1 - 3-20 3-126 - 3-175 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General Arcades | RECOMMENDATION NOTES |
| R | Chapter 3 3 3 3 | Art 1 5 7 | Div | Sec 3-1 - 3-20 3-126 - 3-175 3-212 - 3-225 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General Arcades Dancing - Bars | RECOMMENDATION NOTES |
| | Chapter 3 3 3 3 | Art 1 5 | Div | Sec 3-1 - 3-20 3-126 - 3-175 3-212 - 3-225 3-240 - 3-268 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General Arcades Dancing - Bars Poolrooms & Pool Tables | RECOMMENDATION NOTES Change Name to Public Entertainments |
| R E | Chapter 3 3 3 5 | Art 1 5 7 8 | Div | Sec 3-1 - 3-20 3-126 - 3-175 3-212 - 3-225 3-240 - 3-268 5-1 - 5-46 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General Arcades Dancing - Bars Poolrooms & Pool Tables Auctions & Auctioneers | RECOMMENDATION NOTES Change Name to Public Entertainments Stay in Place |
| | WE A Chapter 3 3 3 5 12 | Art 1 5 7 8 1 1 | Div | Sec 3-1 - 3-20 3-126 - 3-175 3-212 - 3-225 3-240 - 3-268 5-1 - 5-46 12-1 - 12-15 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General Arcades Dancing - Bars Poolrooms & Pool Tables Auctions & Auctioneers Food & Drink - In General | RECOMMENDATION NOTES Change Name to Public Entertainments Stay in Place Already reserved, Stay in Place |
| | WE A Chapter 3 3 3 5 12 12 | Art 1 5 7 8 1 2 | Div | Sec 3-1 - 3-20 3-126 - 3-175 3-212 - 3-225 3-240 - 3-268 5-1 - 5-46 12-1 - 12-15 12-16 - 12-32 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General Arcades Dancing - Bars Poolrooms & Pool Tables Auctions & Auctioneers Food & Drink - In General Meat, Poultry, & Seafood | RECOMMENDATION NOTES Change Name to Public Entertainments Stay in Place Already reserved, Stay in Place Stay in Place |
| E T | Chapter 3 3 3 3 5 5 12 12 12 12 | Art 1 5 7 8 1 1 | Div | Sec 3-1 - 3-20 3-126 - 3-175 3-212 - 3-225 3-240 - 3-268 5-1 - 5-46 12-1 - 12-15 12-16 - 12-32 12-50 - 12-62 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General Arcades Dancing - Bars Poolrooms & Pool Tables Auctions & Auctioneers Food & Drink - In General Meat, Poultry, & Seafood Food Dealers & Processors | RECOMMENDATION NOTES Change Name to Public Entertainments Stay in Place Already reserved, Stay in Place |
| | WE A Chapter 3 3 3 5 12 12 12 12 12 | Art 1 5 7 8 1 2 | Div | Sec 3-1 - 3-20 3-126 - 3-175 3-212 - 3-225 3-240 - 3-268 5-1 - 5-46 12-1 - 12-15 12-16 - 12-32 12-50 - 12-62 12-63 - 12-122 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General Arcades Dancing - Bars Poolrooms & Pool Tables Auctions & Auctioneers Food & Drink - In General Meat, Poultry, & Seafood Food Dealers & Processors Restaurants | RECOMMENDATION NOTES Change Name to Public Entertainments Stay in Place Already reserved, Stay in Place Stay in Place |
| E T | WE A Chapter 3 3 3 5 12 12 12 12 20 | Art 1 5 7 8 8 1 2 2 3 4 | Div | Sec 3-1 - 3-20 3-126 - 3-175 3-212 - 3-225 3-240 - 3-268 5-1 - 5-46 12-1 - 12-15 12-16 - 12-32 12-50 - 12-62 12-63 - 12-122 20-1 - 20-30 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General Arcades Dancing - Bars Poolrooms & Pool Tables Auctions & Auctioneers Food & Drink - In General Meat, Poultry, & Seafood Food Dealers & Processors Restaurants Junk Dealers, Junk Yards, Etc. | RECOMMENDATION NOTES Change Name to Public Entertainments Stay in Place Already reserved, Stay in Place Stay in Place Stay in Place Stay in Place |
| E T A I | WE A Chapter 3 3 3 5 12 12 12 12 20 21 | Art 1 5 7 8 8 1 2 3 3 4 1 1 | Div | Sec 3-1 - 3-20 3-126 - 3-175 3-212 - 3-225 3-240 - 3-268 5-1 - 5-46 12-1 - 12-15 12-16 - 12-32 12-50 - 12-62 12-63 - 12-122 20-1 - 20-30 21-1 - 21-30 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General Arcades Dancing - Bars Poolrooms & Pool Tables Auctions & Auctioneers Food & Drink - In General Meat, Poultry, & Seafood Food Dealers & Processors Restaurants Junk Dealers, Junk Yards, Etc. In General | RECOMMENDATION NOTES Change Name to Public Entertainments Stay in Place Already reserved, Stay in Place Stay in Place |
| E T | WE A Chapter 3 3 3 3 5 12 12 12 12 20 21 21 | Art 1 5 7 8 1 2 3 4 1 5-9 | Div | Sec 3-1 - 3-20 3-126 - 3-175 3-212 - 3-225 3-240 - 3-268 5-1 - 5-46 12-1 - 12-15 12-16 - 12-32 12-50 - 12-62 12-63 - 12-122 20-1 - 20-30 21-1 - 21-30 21-116 - 21-275 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General Arcades Dancing - Bars Poolrooms & Pool Tables Auctions & Auctioneers Food & Drink - In General Meat, Poultry, & Seafood Food Dealers & Processors Restaurants Junk Dealers, Junk Yards, Etc. In General Various - Pawnbrokers, Tattoo, Etc. | RECOMMENDATION NOTES Change Name to Public Entertainments Stay in Place Already reserved, Stay in Place Stay in Place Stay in Place Stay in Place repeal 21-18 (fumigators) |
| E T A I | WE A Chapter 3 3 3 3 5 12 12 12 12 20 21 21 21 | Art 1 5 7 8 8 1 2 3 3 4 1 1 | Div | Sec 3-1 - 3-20 3-126 - 3-175 3-212 - 3-225 3-240 - 3-268 5-1 - 5-46 12-1 - 12-15 12-16 - 12-32 12-50 - 12-62 12-63 - 12-122 20-1 - 20-30 21-1 - 21-30 21-116 - 21-275 21-276 - 21-291 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General Arcades Dancing - Bars Poolrooms & Pool Tables Auctions & Auctioneers Food & Drink - In General Meat, Poultry, & Seafood Food Dealers & Processors Restaurants Junk Dealers, Junk Yards, Etc. In General Various - Pawnbrokers, Tattoo, Etc. Liquor Licenses | RECOMMENDATION NOTES Change Name to Public Entertainments Stay in Place Already reserved, Stay in Place Stay in Place Stay in Place Stay in Place |
| E T A I | WE A Chapter 3 3 3 3 5 12 12 12 12 20 21 21 | Art 1 5 7 8 1 2 3 4 1 5-9 | Div | Sec 3-1 - 3-20 3-126 - 3-175 3-212 - 3-225 3-240 - 3-268 5-1 - 5-46 12-1 - 12-15 12-16 - 12-32 12-50 - 12-62 12-63 - 12-122 20-1 - 20-30 21-1 - 21-30 21-116 - 21-275 | ETAINED SECTIONS ARE MOVED TO THE NEW UNLESS OTHERWISE NOTED Name In General Arcades Dancing - Bars Poolrooms & Pool Tables Auctions & Auctioneers Food & Drink - In General Meat, Poultry, & Seafood Food Dealers & Processors Restaurants Junk Dealers, Junk Yards, Etc. In General Various - Pawnbrokers, Tattoo, Etc. | RECOMMENDATION NOTES Change Name to Public Entertainments Stay in Place Already reserved, Stay in Place Stay in Place Stay in Place Stay in Place repeal 21-18 (fumigators) |



Office of the City Clerk 3200 Biddle Ave.

CITY OF WYANDOTTE Wyandotte, MI 48192 (734) 324-4560 **BUSINESS & ALARM SYSTEM REGISTRATION APPLICATION NEW APPLICATION \$100** RENEWAL APPLICATION \$100 PLEASE RETURN THIS APPLICATION WITH PAYMENT BY JULY 1, 2019. If you are a non-profit organization, please enclose a copy of your Non-Profit Status for a waiver of fee. Return all correspondence to: City Clerk's Office, 3200 Biddle Ave., Wyandotte, MI 48192 For questions, please call City Clerk's Office at (734) 324-4560. IF MULTIPLE BUSINESSES OPERATE AT THE SAME ADDRESS. PLEASE COMPLETE ONE FORM PER BUSINESS. **BUSINESS INFORMATION** Rusiness Address

| Dusiness Audress. | | | | | | | |
|--|-------------------------|--|-----------|-----------|-------|------|--|
| Name of Business: | | | Home Oc | cupation: | ☐ Yes | □ No | |
| Doing Business As (DBA): | | | Federal I | D#: | | | |
| Business Phone: | Business Fax: | | | | | | |
| Mailing Address: (if different) | | | | | | | |
| Business Email Address: | ress: Business Website: | | | | | | |
| Days & Hours of Operation: | | | | | | | |
| Brief Description of Operation (types of goods & services): | | | | | | | |
| | | | | | | | |
| Type of State License Possessed: | | | | | | | |
| State License # Expiration Date: | | | | | | | |
| Business Type: | | | | | | | |
| Business Property: Own Lease Zoned As: | | | | | | | |
| If leased, list property owner, phone and address: | | | | | | | |
| | | | | | | | |
| Do you possess a Certificate of Occupancy/Conformity for said business(es)? Yes (please attach) (see ENG dept.) | | | | | | | |
| | | | | | | | |
| BUSINESS OWNER INFORMATION | | | | | | | |
| Name of Owner: | | | Phone: | | | | |
| Owner's Address: | | | | | | | |
| No. & Street Name City State Zip Email Address: | | | | | Zip | | |
| J | Onevations | | | Phone: | | | |
| Person in Charge of Daily Operations: Phone: | | | | | | | |
| EMERCENCY CONTACT/KEVHOLDER INFORMATION | | | | | | | |

| EM | ERGENCY CONTACT/KEYHOLDER INFORMATION | | | | |
|--|--|--|--|--|--|
| Person should be able to respond to the premises in the event of an emergency or to reset or deactivate the alarm system, or who | | | | | |
| could | contact the alarm user if the alarm user is not at the protected premises. | | | | |
| Emergency Contact #1: | Phone #: | | | | |
| Emer. Contact #1 Address: | | | | | |
| Emergency Contact #2: | Phone #: | | | | |
| Emer. Contact #2 Address: | | | | | |

| BUILDING & ALARM INFORMATION | | | | | | |
|---|--|--|---|--|--|---------------------------|
| m on premi | ses: | | Yes | □ No | | |
| enance com | pany: | • | | | | |
| | | | |] | Phone: | |
| rdous mater | ials on the prem | ises? | Yes | □ No | <u> </u> | |
| | | | DS) for | r all Identified M | aterials | |
| | <u> </u> | | Yes | □ No | | |
| est that I have her understa | e read the foregoin and that the City of | ng applicat | ion and | know the contents | s thereof to | be true to the best of my |
| e (printed): | | | | | | |
| Signature: | | | | | | |
| Owner Manager Officer Other DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY | | | | | | |
| Certificate of Conformity/Occupancy? Yes No (If no, direct to ENG/BLDG Department) Information sent to: | | | | | | |
| 10: | | | | | | |
| MENT | YES | | | NO | | N/A |
| | | | | - | | |
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| | rdous mater tach Materi Knox Box? ne above said est that I have ner understan Ionday in Ju e (printed): Difformity/Occuto: | m on premises: enance company: rdous materials on the prem tach Material Safety Data Si Knox Box? ne above said business or an au est that I have read the foregoin her understand that the City of Monday in June. e (printed): Owner DO NOT WRITE I | m on premises: enance company: rdous materials on the premises? tach Material Safety Data Sheets (MS Knox Box? ne above said business or an authorized rest that I have read the foregoing applicate ther understand that the City of Wyandott Monday in June. e (printed): Owner | m on premises: enance company: rdous materials on the premises? | m on premises: enance company: rdous materials on the premises? rdous materials Safety Data Sheets (MSDS) for all Identified M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M M Knox Box? reach Material Safety Data Sheets (MSDS) for all Identified M M Knox Box Data Sheets (MSDS) for all Identified M M Knox Box Data Sheets (MSDS) for all Identified M M Knox Box Data Sheets (MSDS) for all Identified M M Knox Box Data Sheets (MSDS) for all Identified M M Knox Box Data Sheets (MSDS) for all Identified M M Knox Box Data Sheets (MSDS) for all Identified M Knox Box Data Sheets (MSDS) for all Identified M Knox Box Data Sheets (MSDS) for all Identified M M Knox Box Data Sheets (MSDS) for all Identified M Knox Box Data Sheets (MSDS) for all Identified M Knox Box Data Sheets (MSDS) for all Identified M Knox Box Data Sheets (MSDS) for all Identified M Knox Box Data Sheets (MSDS) for all Identified M Knox Box D | mon premises: Yes |

DATE: February 11, 2019 RESOLUTION by Councilperson _____ WHEREAS the communication from the City Clerk regarding Business Registrations, elimination of antiquated business licenses, and the creation of a new chapter of the Code of Ordinances entitled "Businesses" has been presented to the Council for review and discussion. BE IT RESOLVED that the council concurs with the Clerk's recommendation to set the fee for the business registration and to implement a business registration system with a fee of \$100 per business: AND BE IT FURTHER RESOLVED that Council directs the Department of legal Affairs to prepare the necessary changes to the ordinance to facilitate the implementation of the business registration system, elimination of recommended license fees, and creation of a new chapter for consolidation of business registrations and licenses to coincide with the next business license cycle which commences on June 1, 2019. I Move the adoption of the foregoing resolution. MOTION by Councilperson SUPPORTED by Councilperson YEAS COUNCIL **NAYS** Alderman Calvin DeSana Maiani Sabuda

Schultz

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: January 28, 2019

AGENDA ITEM # 12

ITEM: Resolution to waive the penalty for failure to file a Property Transfer Affidavit

PRESENTER: Eric Dunlap, Certifying Assessor

INDIVIDUALS IN ATTENDANCE:

Eric Dunlap, Certifying Assessor and Susan Walker, Deputy Assessor

BACKGROUND: Michigan statute requires the buyer, grantee or other transferee of a property to notify the appropriate assessing office within 45 days when a transfer of ownership occurs. The form that is used to satisfy this requirement is called a Property Transfer Affidavit (PTA).

MCL 211.27b provides for a community to impose a fee to the property owner of \$5.00 per day, up to a maximum of \$200.00 if they fail to file the PTA within the requisite 45-day period.

In order for the City to meet the requirements of the State, we found to administer this penalty would require substantial time and effort of office staff. This would include, but not limited to creating and mailing of invoices, researching past and present owner's mailing addresses, logging invoices, which cannot be made a lien on the property. The cost to administer and collect the penalty outweighs the overall benefit the city would receive.

STRATEGIC PLAN/GOALS: N/A

ACTION REQUESTED: Adopt resolution to waive the penalties for failure to file a PTA.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Averaged \$3,000 annually over the past 14 years, averaged \$158 annually over the last 5 years

<u>IMPLEMENTATION PLAN:</u> Upon adoption of Resolution place on file for State Tax Commission reference.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: SQuadal

LEGAL COUNSEL'S RECOMMENDATION: 62 for

MAYOR'S RECOMMENDATION: All

LIST OF ATTACHMENTS: N/A

RESOLUTION by Councilperson _____

DATE: January 28, 2019

| <u>YEAS</u> | COUNCIL Alderman Calvin DeSana Maiani Sabuda Schultz | <u>NAYS</u> | |
|--|--|--|---|
| by Councilperson | | | |
| Councilperson | | | |
| option of the foregoing resol | lution. | | |
| e Be It Resolved that any resolud. | ation, policy or direc | ctive in conflict with this R | esolution is |
| | • | _ | 11.27b (5), |
| ity finds the collection of penal | lties is unnecessary. | | |
| | | | r, grantee or |
| 211.27b (5) allows the governoon or (d), and | ing body to waive, b | by resolution, the penalty le | evied under |
| | | | be levied if |
| | | | |
| | | | |
| | r transferee of a property to not ership occurs, and 211.27a (10) further requires to mission, commonly known as a lity is aware that MCL 211.27b assessing office is not notified. 211.27b (5) allows the governce) or (d), and lity of Wyandotte Assessing Office property when the Property Transfer finds the collection of penalties under subsete Be It Resolved that any resolution. Be It Resolved that any resolution of the foregoing resolution. Councilperson | r transferee of a property to notify the appropriate a tership occurs, and 211.27a (10) further requires that such notification mission, commonly known as a Property Transfer of the sassessing office is not notified within 45 days, and assessing office is not notified within 45 days, and assessing office is not notified within 45 days, and a compact of the compac | 211.27a (10) further requires that such notification be made on a form prescrimission, commonly known as a Property Transfer Affidavit (form 2766 or Lefity is aware that MCL 211.27b(1)(c) and (d) provides for specific penalties to assessing office is not notified within 45 days, and 211.27b (5) allows the governing body to waive, by resolution, the penalty left or (d), and (ity of Wyandotte Assessing Office has procedures in place to notify the buye property when the Property Transfer Affidavit has not been filed, and (ity finds the collection of penalties is unnecessary. (a) Be It Resolved the Council of the City of Wyandotte, as provided in MCL 2 election of penalties under subsections (1)(c) or (d), and (a) Be Be It Resolved that any resolution, policy or directive in conflict with this Reference of the foregoing resolution. (b) Councilperson |

| | | DATE: February 11, 2019 |
|---|---|--|
| RESOLUTION by Councilperson | | |
| Whereas, the City of Wyandotte is awar buyer, grantee or other transferee of a p days when a transfer of ownership occu | roperty to notify the approp | , , , , , , , , , , , , , , , , , , , |
| Whereas, MCL 211.27a (10) further receive State Tax Commission, commonly 14260), and | | |
| Whereas, the City is aware that MCL 2 levied if the appropriate assessing office | | |
| Whereas, MCL 211.27b (5) allows the gunder subsection (1)(c) or (d), and | governing body to waive, by | resolution, the penalty levied |
| Whereas, the City of Wyandotte Assess or transferee of a property when the Pro- | • | |
| Whereas, the City finds the collection o | f penalties is unnecessary. | |
| Now Therefore Be It Resolved the Court(5), waives the collection of penalties u | | - |
| Also, Therefore Be It Resolved that any is hereby repealed. | resolution, policy or directi | ive in conflict with this Resolution |
| I Move the adoption of the foregoing | resolution. | |
| MOTION by Councilperson | | |
| SUPPORTED by Councilperson | | |
| <u>YEAS</u> | COUNCIL | <u>NAYS</u> |
| | Alderman Calvin DeSana Maiani Sabuda Schultz | |

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: January 28, 2019

 $_{AGENDA\ ITEM}$ # $\frac{13a}{b}$ c

<u>ITEM:</u> Three Ordinances to Amend Sec. 25-10.1 "Mandatory School Attendance and Educational Neglect", Sec. 25-10.2 "School Truancy Prohibited", and Sec. 25-76.3 "Prohibited Conduct".

PRESENTER: William R. Look, City Attorney & fork

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: I was requested by the school attendance office, Scott Galeski, to submit for City Council review, amendments to three ordinances applying to the schools: (1) Sec. 25-10.1 "Mandatory School Attendance and Educational Neglect", (2) Sec. 25-10.2 "School Truancy Prohibited", and (3) Sec. 25-76.3 "Prohibited Conduct". The amendments increases the fines and makes violations of the Student Code of Conduct part of the ordinance.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED:

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN: Schedule first reading for the three ordinances.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: SQuadal

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: All

LIST OF ATTACHMENTS:

MODEL RESOLUTION:

| | yandotte, Michigan |
|---|-----------------------|
| Da | nte: January 28, 2019 |
| RESOLUTION by Councilperson | |
| BE IT RESOLVED that a first reading of Ordinance be held on Januar 10.1 "Mandatory School Attendance and Educational Neglect", Sec. 2 Prohibited", and Sec. 25-76.3 "Prohibited Conduct". | • |
| I move the adoption of the foregoing resolution. | |
| MOTION by Councilperson | |
| Supported by Councilperson | |
| YEAS COUNCIL NAYS | |
| Alderman | |
| Calvin | |
| DeSana | |
| Maiani | |
| Sabuda | |
| Schultz | |

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND SEC. 25-10.1 "MANDATORY SCHOOL ATTENDANCE AND EDUCATIONAL NEGLECT" OF THE CODE OF ORDINANCES OF THE CITY OF WYANDOTTE

The City of Wyandotte ordains:

Section 1. Amendment of Sec. 25-10.1 "Mandatory school attendance and educational neglect".

SEC. 25-10.1 Mandatory school attendance and educational neglect.

- a) This section shall be known as and may be cited as the "Mandatory School Attendance and Educational Neglect Ordinance" of the City of Wyandotte.
- b) Every parent guardian, or other person in the City of Wyandotte having control and charge of a child from the age of six (6) to the child's sixteenth birthday, shall send that child to school during the entire school year. The child's attendance shall be continuous and consecutive for the school year fixed by the school district in which the child is enrolled. A child becoming six (6) years of age before December 1 shall be enrolled on the first school day of the school year in which the child's sixth birthday occurs.
- c) No person having the care, custody, or control of a child who is required to be enrolled in, or is enrolled in school, shall fail to properly supervise or care for such child where such failure of supervision or care, causes the child to:
 - 1. Fail to attend school regularly, consecutively, or on time at the start of the school day, unless valid excuse is provided, according to the attendance policy of the school district, or
 - 2. Have continued discipline, misconduct, or inappropriate behavior of said child at school, or
 - 3. Have continued violations of the adopted school student codes of conduct by the child.

If a person is responsible for (1), (2), and/or (3) above, said person shall be presumed to be in violation of this section, and where such a person as defined above, shall fail to participate in, or comply with, the corrective measures adopted by the school district for the attendance, discipline, misconduct, behavior or student code of conduct of the child, shall be a failure to properly supervise or care for such child.

d) The superintendent of schools in the City of Wyandotte, his or her designated attendance officer, or other law enforcement officer, shall investigate each case when notified by a teacher, principal, assistant principal, school officer, or

other person, of a violation of subsection (c). If the child complained of is not exempt from public school attendance under state law, the superintendent of schools in the city, his or her designated attendance officer, or other law enforcement officer shall proceed immediately in the manner provided in this section.

- 1. The superintendent of schools in the city, his or her designated attendance officer, or other law enforcement officer, may notify in writing, the parent/guardian in person, or by certified mail, to come to the school or to a place designated at a specified time to discuss the child, as well as requiring the child appear at the school the next regular school day following the receipt of notice, and to continue in regular and consecutive attendance in school. Proof of service of the required notice shall be retained by the superintendent of schools in the city or his or her designated attendance officer, or other law enforcement official, who shall notify the appropriate school officials in case of failure on the part of the parent/guardian to comply with the notice, or,
- 2. If after a conference with a parent/guardian that has care, control, or custody of a child, has not resulted in compliance of subsection (c).
- e) The superintendent of schools in the city, his or her designated attendance officer, or other law enforcement officer, after giving the formal notice in person, or by mail as prescribed in subsection (d), shall determine whether the parent/guardian has complied with subsection (c). The superintendent of schools in the city, his or her designated attendance officer, or other law enforcement officer, shall ticket or make a complaint against the parent/guardian having the legal care, custody, or control of the child who fails to comply to the court having jurisdiction in the city. The court shall proceed to hear and determine it in the same manner as is provided for other cases under its jurisdiction.
- f) All school personnel, principals, assistant principals, administrators, and teachers shall give assistance and furnish information to aid the superintendent of schools in the city or his or her designee in the performance of their official duties under this section.

A parent or guardian who fails to comply with any provision of this section is responsible for a municipal civil infraction punishable by a fine up to two hundred and fifty (\$250.00) dollars together with court costs. Any parent or guardian who is found to have fails to comply with any provisions of this section on more than one (1) occasion is guilty of a misdemeanor punishable by a fine, not to exceed five hundred (\$500.00) dollars and/or imprisonment not to exceed ninety (90) days, together with court costs.

| Section 2. | Severability. | | |
|------------------|--|--|--|
| | | parts of ordinances in conflict heressary to give this ordinance full for | |
| Section 3. | Effective Date. | | |
| O. th | the Wyandotte Ci in a newspaper ge after adoption. A of Wyandotte Cle | thall take effect fifteen (15) days from the Council and the Ordinance or it enerally circulated in the City of Wordinance may be inserted of this Ordinance may be inserted. Soffice, 3200 Biddle Avenue, | ss summary shall be published yandotte within ten (10) days spected or obtained at the City Wyandotte, Michigan. |
| On the recorded: | e question, "SHAL | L THIS ORDINANCE NOW PAS | SS?", the following vote was |
| | YEAS | COUNCILMEN Alderman Calvin DeSana Maiani Sabuda Schultz | NAYS |
| | | Abse | ent: |

I hereby approve the adoption of the foregoing ordinance this _____ day of January, 2019.

CERTIFICATE

| Mayor and City Clerk of the City of Wy | R. PETERSON and LAWRENCE STEC, respectively the randotte, do hereby certify that the foregoing Ordinance City of Wyandotte, at a regular session thereof on 119. |
|--|--|
| Dated: January, 2019 | |
| | JOSEPH R. PETERSON, Mayor |
| | LAWRENCE STEC, City Clerk |

AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND SEC. 25-10.2 "SCHOOL TRUANCY PROHIBITED" OF THE CODE OF ORDINANCES OF THE CITY OF WYANDOTTE

The City of Wyandotte ordains:

Section 1. Amendment of Sec. 25-10.2 "School Truancy Prohibited".

SEC. 25-10.2 School Truancy Prohibited.

- a) Except as otherwise provided in subsection (c) below, it shall be unlawful for any person under the age of seventeen (17) years of age to be absent from school during regularly scheduled hours in the city, or to have excessive tardies to school and/or classes during scheduled school hours.
- b) A person who violates subsection (a) shall be liable for a municipal civil infraction, punishable by a fine of not more than two hundred fifty (\$250.00) dollars.
- c) Subsection (a) does not apply to the following:
 - 1. Those persons who have written permission from the school principal or his designee to be absent.
 - 2. Those persons who are going to or from a scheduled doctor's or dentist appointment.
 - 3. Those persons attending personal business or emergency situations, such as but not limited to, weddings, funerals and the like.
 - 4. Those persons attending school sponsored activities and sporting events in which they are directly involved.
- d) This section may be enforced by the Wyandotte police department and school attendance officer, provided, however, that all appearance tickets or citations written in violation of this section shall be coordinated through the Wyandotte police department.

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.

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

| YEAS | COUNCILMEN Alderman | NAYS |
|---|--|------------------------------|
| | Calvin | |
| | DeSana | |
| | Maiani | |
| | Sabuda | |
| | Schultz | |
| | Abs | ent: |
| I hereby approve the add January, 2019. | option of the foregoing ord | inance this day of |
| | <u>CERTIFICATE</u> | |
| We, the undersigned, JOSEPH I Mayor and City Clerk of the City of W was duly passed by the Council of the C Monday, theday of January, 2 | yandotte, do hereby certify City of Wyandotte, at a reg | that the foregoing Ordinance |
| Dated: January, 2019 | | |
| | | |
| | JOSEPH R. PETER | RSON, Mayor |
| | | |
| | LAWRENCE STEC | C, City Clerk |
| | | |

AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND SEC. 25-76.3 "PROHIBITED CONDUCT" OF THE CODE OF ORDINANCES OF THE CITY OF WYANDOTTE

The City of Wyandotte ordains:

Section 1. **Amendment of Sec. 25-76.3 "Prohibited Conduct".**

SEC. 25-76.3 Prohibited Conduct.

- a) It shall be unlawful for any person under the age of twenty (20) to act in a violent, quarrelsome, loud, disorderly or destructive manner with the city.
- b) It shall be unlawful for any person under the age of twenty (20) to commit any act that disturbs, or annoys others, including, but not limited to any vulgar language, profanity, verbal harassment, or threatening behavior, or any act tending to cause a breach of peace within the city or to violate any provision of the Wyandotte Public Schools Student Code of Conduct.
- c) Any person violating either subsection (a) or (b) of this section shall be responsible for a municipal civil infraction subject to a fine not to exceed four hundred (\$400.00) dollars together with court costs and/or community service.
- d) In any case a person violates subjection (a) or (b) on school grounds or during school function(s), the superintendent of schools in the city, his or her designated attendance officer or law enforcement official may issue violation(s).
- e) Any person charged with violating this section under the age of seventeen (17) shall be accompanied to the district court hearing on said charges by their parent or legal guardian.

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.

| On the question recorded: | on, "SHALL THIS OR | RDINANCE NOW P. | ASS?", the following | ng vote was |
|--|--|--|----------------------|-------------|
| YEA | S C | OUNCILMEN Alderman Calvin DeSana Maiani Sabuda Schultz | NAY | S |
| | | Al | bsent: | |
| I herel January, 2019 | by approve the adoptio | on of the foregoing or | rdinance this | day of |
| | | <u>CERTIFICATE</u> | | |
| Mayor and City Clerk was duly passed by the | rsigned, JOSEPH R. P. k of the City of Wyand he Council of the City _day of January, 2019. | lotte, do hereby certi of Wyandotte, at a re | fy that the foregoin | g Ordinance |
| Dated: January | _, 2019 | | | |
| | | | | |
| | | JOSEPH R. PETI | ERSON, Mayor | |
| | | LAWRENCE STI | EC, City Clerk | |

RESOLUTION

RESOLUTION by Councilperson

BE IT RESOLVED that a first reading of the ordinance for Sec. 25-10.1 "Mandatory School Attendance and Educational Neglect" (#1469), Sec. 25-10.2 "School Truancy Prohibited" (#1470), and Sec. 25-76.3 "Prohibited Conduct" (#1471) shall be held on February 11, 2019.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

NAYS

Alderman

Calvin

DeSana

Maiani Sabuda Schultz

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: January 28, 2019

AGENDA ITEM # 13d

ITEM: Ordinance to Prohibit E-Cigarette use by minors and restrictions on its use on school

property

PRESENTER: William R. Look, City Attorney & Fork

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City Council and school attendance officer requested an ordinance to prohibit E-Cigarette use (vaping) and possession by minors and also to restrict its uses on school premises.

STRATEGIC PLAN/GOALS: Commitment to enhancing the community's quality of life.

ACTION REQUESTED: Have a first reading of the ordinance.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None

IMPLEMENTATION PLAN: Conduct a first reading on January 28, 2019.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Soundal

LEGAL COUNSEL'S RECOMMENDATION: As presented

MAYOR'S RECOMMENDATION: All.

LIST OF ATTACHMENTS: 1. Proposed Ordinance

MODEL RESOLUTION:

| <u>RESOLUTION</u> | | Wyandotte, Michigan | |
|-------------------------------|--|---|------------|
| | | Date: January 28, 2019 | |
| RESOLUTION by Councilpo | erson | | |
| | _ | te be held on January 28, 2019 to prohibit End to restrict this use on school property. | <u>l</u> - |
| I move the adoption of the fo | oregoing resolution. | | |
| MOTION by Councilperson | | | |
| Supported by Councilperson | | | |
| <u>YEAS</u> | COUNCIL Alderman Calvin DeSana Maiani Sabuda | <u>NAYS</u> | |
| | Schultz | | |

AN ORDINANCE ENTITLED

AN ORDINANCE TO ADOPT SEC. 25-21.1 "RESTRICTIONS FOR E-CIGARETTE (OR SIMILAR ITEMS) USE OR POSSESSION IN SCHOOLS AND BY MINORS" OF THE CODE OF ORDINANCES OF THE CITY OF WYANDOTTE

The City of Wyandotte ordains:

Section 1. **Adoption of Sec. 25-21.1**

SEC. 25-21.1 Restrictions for E-Cigarette (or similar items) use or possession in schools and by minors.

- A. No person under the age of eighteen (18) years of age may possess or use (including inhaling or exhaling) any of the following items upon school property (as defined in Sec. 25-21) or anywhere else within the City of Wyandotte:
 - a. Electronic nicotine delivery system (ends)
 - b. Electronic cigarette or electronic smoking device
 - c. E-Liquid, E-Juice, E-Wax
 - d. Vapes, vaporizers, vape pens
 - e. E-Pipes
 - f. Hookah, water pipe, or any other type of pipe
 - g. Any other similar type of item as described above that could be used for inhaling or exhaling, or vaping ingredients or contents including but not limited to nicotine, cannabis (THC), flavorings, propylene glycol, glycerin or any other ingredients.
- B. A person who is eighteen (18) years of age or older shall not use or possess any of the items listed in (A) above on school property except for:
 - 1. Those areas of school property that are outdoors, including but not limited to, an open area stadium during either of the following time periods:
 - a) Saturdays, Sundays, and other days on which there is no regularly scheduled classes or school activities, or;
 - b) After 6:00 p.m. on days which there are regularly scheduled school hours and activities.
- C. In the event any person possesses or uses any of the above items described in(A) above in violation of this ordinance, the item will be seized and forfeited to the City of Wyandotte.
- D. Any person who violates any provision of this ordinance is responsible for a municipal civil infraction subject to a fine of one hundred (\$100.00).dollars.

| E. | This Ordinance may be enforced by the Wyandotte police department and for |
|----|--|
| | the violations on school property by the various school principals or their |
| | designees, school security police or school liaison or all attendance officers, |
| | provided, however, that all appearance tickets or citations written in violation |
| | of this section shall be coordinated through the Wyandotte police department |

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.

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

| YEAS | COUNCILMEN | NAYS |
|------------------|--------------------------------------|------------------|
| | Alderman | |
| | Calvin | |
| | DeSana | |
| | Maiani | |
| | Sabuda | |
| | Schultz | |
| | Absen | t: |
| | | |
| I hereby approve | the adoption of the foregoing ordina | ance this day of |
| January, 2019. | | _ |

CERTIFICATE

| Mayor and City Clerk of the City of Wy | R. PETERSON and LAWRENCE STEC, respectively the randotte, do hereby certify that the foregoing Ordinance City of Wyandotte, at a regular session thereof on 119. |
|--|--|
| Dated: January, 2019 | |
| | JOSEPH R. PETERSON, Mayor |
| | LAWRENCE STEC, City Clerk |

RESOLUTION

| | | DATE: February 11, 2019 |
|--|--------------------|-------------------------|
| RESOLUTION by Councilperson | | |
| BE IT RESOLVED that a first reading and possession by minors and to restrict 2019. | | |
| I Move the adoption of the foregoing r | esolution. | |
| MOTION by Councilperson _ | | |
| SUPPORTED by Councilperson _ | | |
| <u>YEAS</u> | <u>COUNCIL</u> | <u>NAYS</u> |
| | Alderman Calvin | |
| | DeSana | |
| | Maiani Sabuda | |
| | Schultz | |

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: January 28, 2019

AGENDA ITEM # 14

ITEM: Recreation Master Plan for 2019-2023

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE: Justin N. Lanagan

BACKGROUND: In order to be eligible to apply for several different grants offered by the State, every five years the city of Wyandotte is required to submit a Five Year Recreation Master Plan to the Department of Natural Resources. Our most recent plan expired at the end of 2018. We held a public input meeting on June 6, 2018 seeking suggestions as to what types of recreation offerings people would like to see in Wyandotte. We also took into consideration suggestions that had been made at Recreation Commission meetings, media articles, and one on one discussions with citizens. A plan was drafted and put out for review on the City's website as well as hard copies in the Recreation Office. The public review period was just over a month and was followed up with a public meeting seeking comments/questions on the plan.

Everything in this plan will not come to fruition, but to be eligible to apply for grants from the State for any recreation project, it must be included in the Recreation Master Plan. During the next five years, if there is something that is not in the plan that we would like to add to the plan, we can make amendments to the plan.

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 approve the Recreation Master Plan for 2019-2022.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Plan will be submitted to the Department of Natural Resources, SEMCOG, and Wayne County.

<u>COMMISSION RECOMMENDATION:</u> Approved the Master Plan at their January 9, 2019 meeting.

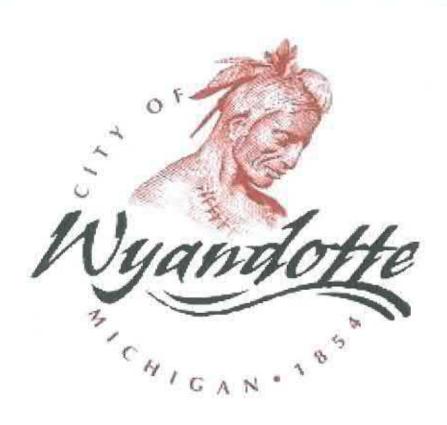
CITY ADMINISTRATOR'S RECOMMENDATION: Spupdal.

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: AND

LIST OF ATTACHMENTS: Recreation Master Plan 2019-2023

| RESOLUTION: | | Wyandotte, Michigan Date: January 28, 2019 |
|---|--|---|
| RESOLUTION by Counc | ilman | |
| | | ONCURS with the recommendation of ROVES the Recreation Master Plan for 2019 |
| I move the adoption of the MOTION by Councilmen | foregoing resolution. | |
| Supported by Councilman | | |
| YEAS | COUNCIL | NAYS |
| | Alderman Calvin Galeski Maiani Sabuda Schultz | |



RECREATION MASTER PLAN

2019-2023

WYANDOTTE RECREATION MASTER PLAN 2019-2023

PREPARED BY THE CITY OF WYANDOTTE RECREATION COMMISSION WITH INFORMATION AND ASSISTANCE FROM:

Recreation Commission

Ron Adams Tom DeSana Margaret Loya Wally Merrit Ed Ronco

City of Wyandotte

Joseph Peterson, Mayor

Recreation Department Staff

Matt Dillon Aimee Garbin Justin Lanagan, Superintendent Chet Potoczek

City Council

Robert Alderman Chris Calvin Rob DeSana Megan Maiani Donald Schultz Leonard T. Sabuda

Wyandotte Public School District

Dr. Catherine Cost, Superintendent Tom DeSana, Athletic Director Bernie Bowers, Operations Supervisor

Department of Engineering

Mark Kowalewski Kelly Roberts

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ADDENDUM:

Fall & Winter Recreation Reports 2017-2018 Summer Recreation Report 2018

Introduction to the Recreation Master Plan

The development of a comprehensive recreation master plan began in Wyandotte in 1977 when the first plan was developed and has since continued with updates in 1985, 1989, 1991, 1999, 2002, 2009, and 2014. The 2019-2023 Master Plan serves as an update and continuation of the prior master plan. Each plan was reviewed by the Recreation Commission and the City Council, prior to adoption for implementation.

The Planning Process

The development of this plan was an extensive process that incorporated meetings and discussions that were held by the Superintendent of Recreation with the Wyandotte Recreation Commission, various city and school system Department Heads, as well as citizens and private interest groups. These meetings included a public input meeting, a 30 day review of the draft of the plan, and a public hearing on the final draft of the plan.

Recreation Administration

The Recreation Department is under a full-time staff with a Superintendent, who answers to a five member citizen Commission appointed by the Mayor with approval of the City Council. The Department is provided for by the City Charter and financing is through annual appropriations. Staff consists of regular full-time employees and part-time employees that are hired directly by the Department.

Community Description

Wyandotte is 5.54 square miles in size (5.27 land miles) and is bordered by the Detroit River to the east, the cities of Ecorse and Lincoln Park to the north, the cities of Lincoln Park and Southgate to the west, and the city of Riverview to the south. Wyandotte is located 12 miles from downtown Detroit and 10 miles from Detroit Metropolitan Airport. The nearest interstate highway is 1-75 and it is located 2 miles to the west. The Population of Wyandotte is approximately 25,883 (2010 Census) down from 28,006 (2000 Census) or a decrease of roughly 7.5% in the last 10 years. The City is made up of 10,991 households (2010 Census) which has decreased from 11,816 households (2000 Census). The population has been steadily declining for the past several decades. The City does have stable businesses ranging in size from 2-3 employees to some with several hundred (BASF Corporation and Henry Ford Wyandotte Hospital).

The east side of Wyandotte is generally the location of older housing, but also contains the Central Business District, Wyandotte Roosevelt High School, the majority of multiple dwellings, and all the high-rise and senior citizen apartment buildings. Recreation facilities in this area include Yack Recreation Center, the Copeland Senior Center, two waterfront parks, a Municipal Boat Launch, and Wyandotte Shores Golf Course. The west side of the Wyandotte is made up predominantly of newer, single family housing and is where the majority of the city parks are located.

The Recreation Department relies heavily on the school district for access to several school facilities for a variety of programs. Those programs include boys and girls youth basketball, Class D (high school) basketball, adult basketball leagues, swim lessons, water aerobics, open swimming, and access to the fitness facility. Access to these facilities is restricted by specific time availability or specific summer months when school is not in session.

The school district is made up of four elementary schools (grades K-5), one middle school (grades 6-8), and the high school (grades 9-12). Two schools are used by the district and Wayne County for the education and training of the learning and mentally impaired.

The annual city budget for 2019 fiscal year is \$22,762,298 with approximately \$9,787,788 coming from taxes.

Administrative Structure

The city of Wyandotte is governed by a seven member council, including the Mayor and Mayor Pro Tempore that is elected by the people. In April of 1942, under Public Act 156 of 1917 of the State of Michigan, the city of Wyandotte created the Recreation Commission as provided by the City Charter in Chapter 7, sections 37 through 42. Commission members are appointed by the Mayor and approved by the City Council in April. Commission members are appointed to five year terms. The Recreation Commission selects the Superintendent of Recreation who must be approved by City Council. The Superintendent of Recreation oversees the day to day operations of the department and advises on issues relating to programming, facilities, and budgets. The commission meets monthly to review issues and dealings within the department.

The current department is headed by the Superintendent of Recreation. This position is aided by three full time staff: recreation secretary, the parks foreman, and the arena foreman. The parks foreman oversees and maintains 17 parks/playgrounds throughout the city. The arena foreman oversees and maintains the Yack Arena. The remainder of the department is staffed with approximately 80-100 part time employees and numerous volunteers. The volunteers are coaches for the boys and girls youth basketball program, rangers at the golf course, delivery drivers for Meals On Wheels, and distributors for Surplus Food. Aside from regular staff and volunteers, the Recreation Department uses several third party providers to supply recreation. These organizations include Wyandotte Karate and Fitness Club, Innovative Training Solutions, Pulse Sports Club, Young Champions Cheerleading, Braves Baseball, Wyandotte Indians Football, and Wyandotte Warrior Hockey.

The Wyandotte Braves, Figure Skating Association, Indians, and Warriors are non-profit organizations that run the youth leagues for little league baseball, football, figure and synchronized skating, and hockey within the city. Their teams practice and/or play at/on the city or school district's baseball/softball diamonds, football field, or ice rink. There are other private organizations (Downriver YMCA, Wyandotte Karate and Fitness Club, Innovative Training Solutions, Downriver AYSO, and Young Champions Cheerleading) that provide recreation opportunities that are supported and promoted by the Recreation Department.

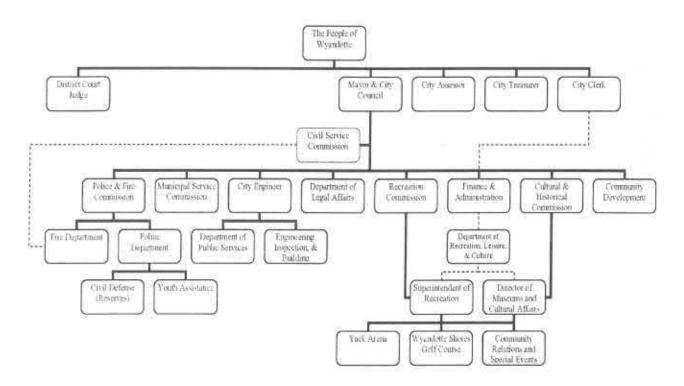
The department has worked closely with neighboring cities in the past to offer recreation opportunities for residents of city. Most recently, Wyandotte has partnered with the City of Trenton. Wyandotte offers a summer beach volleyball program in which youth from Trenton may participate and in return, Wyandotte residents can receive resident rates at Trenton's public pool.

The Recreation Department works very closely with and has a strong relationship with the Wyandotte Public School District. The department maintains the baseball and softball fields within the city and allows the school teams to use them for practices and games. In return, the department receives use of the school gymnasiums for basketball programs and use of the high school pool during the summer for water related activities. The Recreation Department is also allowed use of the fitness facility at the high school to provide the public with access to exercise equipment.

The current budget for the entire Recreation Department for the 2019 Fiscal Year is \$1,373,116 which is broken down into four separate areas: Recreation=\$534,370, Yack Arena=\$3378,226, Golf Course=\$444,749 and the Pool=\$15,771. The primary source of these funds comes from the General Fund of the City. An additional \$146,000 has been allocated from TIFA funding to fund several park improvement projects including: athletic field renovations, park bench replacement, shelter roof replacement, park fencing replacement, and playground surfacing improvements.

Organization Flow Chart

City of Wyandotte Organization Chart October 1, 2008

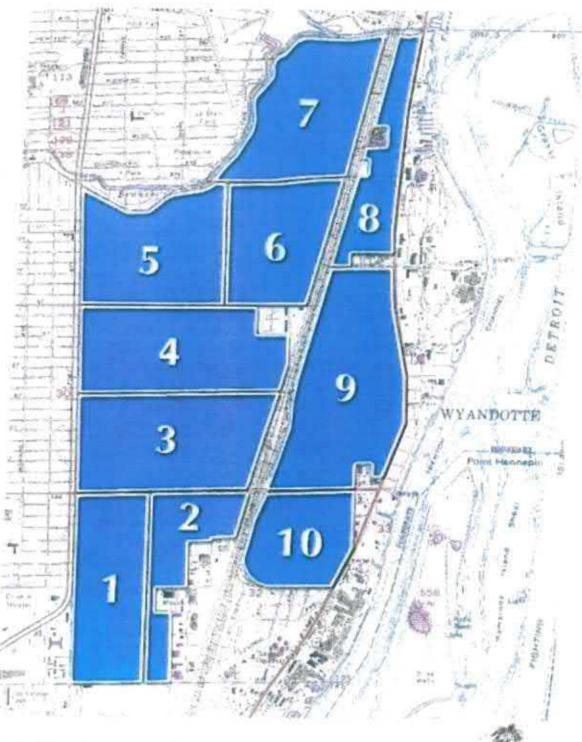


Board of Electrical Examiners and Review Beautification Commission Building Board of Appeals Plumber Code Board of Appeals Downtown Development Authority Planning and Rehabilitation Commission Retirement Commission Zoning Board of Appeals and Adjustment Solid Waste and Recycling Committee Economic Development Corporation Tax Increment Finance Authority Workman's Compensation Board Brownfield Redevelopment Authority Wyandotte Building Authority

Recreation Inventory

Wyandotte is divided into 10 Neighborhoods for planning, redevelopment and recreation purposes. The following Neighborhood and Communities Map (see page 10) denotes the location of the ten existing zones in which school and recreational owned parks/playgrounds exist as of January 2019. The subsequent Recreation Inventory Lists itemize the equipment and amenities at each site. The lists have been divided into categories: School Board Land and City Land. For clarity and to be consistent with other plans, this summary divides existing recreation sites into "Neighborhood" and "Community" level facilities. All school owned playgrounds are School Parks. All other parks are Neighborhood Parks unless noted as a Mini-Park or Community Park. Accessibility Assessments are in parentheses next to the park/playground name.

Each Neighborhood and the existing parks/playgrounds within each were visited by the Superintendent of Recreation. A detailed inventory of each site was compiled.



Neighborhoods and Communities



| Neighborhood | School Board | City-Owned | Total Acres |
|--------------|-----------------------------|---------------------------------|-------------|
| 1 | None | None | |
| | Madison School sold in 2013 | 3 Memorial Park lies in this | |
| | | Neighborhood but is listed as a | |
| | | Community use park | |

| Neighborhood | School Board | City-Owned | Total Acres |
|--------------|------------------------------------|--|-------------|
| 2 | Monroe Elementary (2) | V.F.W. Playground (1) | |
| | 6.9 Acres | 5.6 Acres | |
| | Merry-Go-Round | Youth baseball/softball diamond | |
| | 6 Adult Swings | dugout w/benches, bleachers, backstop | |
| | 10' Slide | Dog Park | |
| | Climb Around | 7 Adult Swings, 1 Handicap Swing | |
| | Climbing Dome | 4 Tot Swings | |
| | Youth baseball diamond, bleachers | Shelter | |
| | benches, and backstop | Basketball Court | |
| | Basketball Court | Sandbox | |
| | 4 Park Benches | Drinking Fountain | |
| | Health & Exercise Unit | 7 Park Benches | |
| | Playscape with 10 Units & 4 Slides | 2 Picnic Tables | |
| | Gymnasium | Playscape with 2 slides, fireman's pole, | |
| | | climber, and horizontal ladder | |
| | | Tot Lot with 6 riding apparatuses | 12.5 Acres |

| Neighborhood | School Board | City-Owned | Total Acres |
|--------------|---|---|-------------|
| 3 | Washington Elementary (2) | Oak Club Park (1) | |
| | 3.5 Acres | 1.7 Acres | |
| | Health & Exercise Unit | 4 Baby Swings | |
| | 2 Basketball Hoops | 8 Adult Swings | |
| | 3 Picnic tables, 1 bench | Sandbox | |
| | Playscape w/10 units & 4 slides | Shelter in Play Area | |
| | Teeter Totter | Concrete Basketball Court | |
| | 6 Swings | Drinking Fountain | |
| | Parallel Bars | 3 Benches | |
| | Gymnasium | 1 Picnic Table | |
| | Playscape w/horizontal ladder 3 slides, and a climber | Playscape with 1 slide, 2 climbers, and horizontal ladder | 5.2 Acres |

| Neighborhood | School Board | City-Owned Total | al Acres |
|--------------|--------------|--|----------|
| 4 | None | Pulaski Park (2) | |
| | | 13 Acres | |
| | | 6 Adult Swings, 1 Baby n Me Swing | |
| | | 2 Baby Swings | |
| | | 10' Slide | |
| | | Sandbox | |
| | | Shelter in Play Area | |
| | | Playscape w/6 climbers, 2 slides, rubber surfacing | |
| | | Funnel Ball | |
| | | 7 Permanent Park Benches | |
| | | Permanent Bleachers | |
| | | Shelter Building w/Restrooms | |
| | | 2 Basketball Courts w/bleachers | |
| | | 4 Tennis Courts with fencing and bleachers | |
| | | 2 Baseball diamonds w/backstops, dugouts | |
| | | 1 Softball diamond w/backstop, dugouts | |
| | | 1 Softball diamond w/lights, backstop, dugouts | |
| | | 3 Drinking Fountains | |
| | | Concession Stand | |
| | | Outdoor Ice Rink w/lights | |
| | | .9 Mile Walking Track | |
| | | Lions Club Park (Mini-Park)(1) | |
| | | .32 Acres | |
| | | Climber | |
| | | Playscape w/2 slides, 3 climbers | |
| | | Balance bean | |
| | | 4 Adult swings | |
| | | 2 Baby swings | |
| | | 4 Permanent benches | |
| | | Black Metal Ornamental fencing | |
| | | 13.3 | 2Acres |

| Neighborhood | School Board | City-Owned | Total Acres |
|--------------|---------------------------------|------------|-------------|
| 5 | Jefferson Elementary (2) | None | |
| | 7.8 Acres | | |
| | Health & Exercise Unit | | |
| | 16 Adult Swings | | |
| | 4 Baby Swings | | |
| | Climb Around | | |
| | Playscape w/10 units & 4 slides | | |
| | Concrete Basketball Court | | |
| | Gymnasium | | |
| | Wilson Middle School (2) | Leased | |
| | 10.8 Acres | | |
| | 2 Gymnasiums and Swimming Pool | | |
| | Fenced | | |
| | 2 Tennis Courts | | |
| | Basketball Court | | |
| | Football Field | | |
| | 2 Baseball Fields w/backstops, | | |
| | benches and bleachers | | |
| | .3 Mile Jogging/Running Track | | |
| | Storage Building w/restrooms | | |
| | 6 Park Benches | | 18.6 Acres |

| Neighborhood | School Board | City-Owned | Total Acres |
|--------------|------------------------|--|-------------|
| 6 | Lincoln Center (2) | P.A.C. Club Playground (1) | |
| | 1.7 Acres | 3.2 Acres | |
| | Playscape w/10 units | Shelter | |
| | Swings | Concrete Basketball Court | |
| | Basketball Court | 8 Adult Swings | |
| | Health & Exercise Unit | 4 Baby Swings | |
| | Gymnasium | 10' Slide | |
| | | Drinking Fountain | |
| | | Soccer Field w/goal posts | |
| | | Sand Box | |
| | | Playscape w/1 slide and fireman's pole | |
| | | 59E 82 | 4.9 Acres |

| Neighborhood | School Board | City-Owned | Total Acres |
|--------------|--------------|--|-------------|
| 7 | | F.O.P. Playground (1) | |
| | | 7.5 Acres | |
| | | Baseball/Softball diamond w/fence, | |
| | | bleachers, dugouts, benches, scoreboard | i |
| | | Shelter w/restrooms and drinking fount | ain |
| | | Concrete Basketball Court | |
| | | Sandbox | |
| | | 4 Adult Swings, 1 Baby n Me Swing | |
| | | 4 Baby swings | |
| | | 2 Pickleball Courts | |
| | | Shelter in Play Area | |
| | | 4 Permanent Park Benches | |
| | | 4 Picnic Tables | |
| | | Playscape w/10 Units & 4 Slides | |
| | | Merry-go-round | |
| | | 2 Horseshoe Pits | |
| | | Sandbox | |
| | | BBQ Grill | |
| | | W.A.A. Playground (Mini-Park)(1) | |
| | | .5 Acres | |
| | | 2 Adult Swings | |
| | | 2 Baby Swings | |
| | | Playscape w/3 Slides, fireman's pole, 2 c Shelter | climbers |
| | | Picnic Table | |
| | | 1 Park bench | |

| Neighborhood | School Board | City-Owned | Total Acres | |
|---------------|--------------|--|-------------|--|
| 7 (continued) | -2. | Kiwanis Playground (Mini-Park) (1) | | |
| | | .6 Acres | | |
| | | 4 Baby Swings | | |
| | | 6 Adult Swings | | |
| | | Drinking Fountain | | |
| | | Shelter | | |
| | | Sandbox | | |
| | | Concrete Pad | | |
| | | 4 Permanent Park Benches | | |
| | | Wood Fence | | |
| | | 1 Picnic Tables | | |
| | | 4 Park Benches | | |
| | | Playscape w/3 slides and horizontal ladder 8.6 Acres | | |

| Neighborhood | School Board | City-Owned | Total Acres |
|--------------|--------------|-------------------------------------|---|
| 8 | | Exchange Playground (1) | |
| | | 3.2 Acres | |
| | | Wood Fence | |
| | | Teeter-Totter | |
| | | 4 Baby Swings | |
| | | 6 Big Swings | |
| | | Sandbox w/Sand Shovel | |
| | | Shelter | |
| | | Playscape w/5 Slides, horizontal la | dder, fireman's pole |
| | | 2 Park Benches | 0-00000-160-16-16-16-16-16-16-16-16-16-16-16-16-16- |
| | | 4 Spring-Riding Animals | |
| | | Shelter | |
| | | 2 Picnic Tables | |
| | | Basketball Court w/2 Standards | |
| | | 10ft Slide | |
| | | Merry-go-round | |
| | | Drinking Fountain | 3.2 Acres |

| Neighborhood | School Board | City-Owned | Total Acres |
|--------------|-----------------------------|--|-------------|
| 9 | Garfield Elementary (1) | Jaycee Park (1) | |
| | 2.8 Acres | 2.5 Acres | |
| | Wood Fence | Wood Fence | |
| | Playscape with 10 units and | 6 Adult Swings | |
| | 2 Slides | 4 Baby Swings | |
| | 3 Tot Swings | Playscape w/2 slides, fireman's pole, | |
| | 6 Big Swings | 4 climbers, horizontal ladder, rubber su | ırfacing |
| | 3 Climb Around | 5 Park Benches | 5779 |
| | Funnel Ball Goal | 2 Pienic Tables | |
| | 2 Basketball Standards | Shelter | |
| | 2 Park Benches | | |
| | Gymnasium | | |
| | | Federal Square (Mini-Park) | |
| | | .4 Acres | |
| | | (No recreation facilities.) | |
| | | 4 Park Benches | |
| | | Wooded | |
| | | K of C Tot Lot (Mini-Park) (1) | |
| | | .3 Acres | |
| | | Fencing | |
| | | 8' Slide | |
| | | 2 Climbers | |
| | | Sandbox | |
| | | 4 Park Benches | |
| | | Merry-Go-Round | |
| | | 4 Baby Swings | |
| | | Picnic Table | |
| | | 2 Spring-riding Animals | |
| | | Spiral Slide | |
| | | Shelter | |
| | | Drinking Fountain | 6.0 Acres |

| Neighborhood School Board | City-Owned Total Acres |
|---------------------------|--|
| 10 | McKinley Playground (2) |
| | 6.1 Acres |
| | Wood Fence |
| | Shelter |
| | 6 Adult Swings |
| | 4 Baby Swings |
| | Playscape w/5 Slides, climber, horizontal ladder |
| | Ballfield Backstop |
| | 4 Basketball Backboards w/Goals |
| | 1 Tennis Courts |
| | Funnel Ball |
| | Jungle Gym |
| | 3 Climbers |
| | Rotary Park (1) |
| | 0.29 Acres |
| | Playscape w/5 slides, horizontal ladder, climber |
| | Pienic Table |
| | Wood Fencing |
| | 2 Basketball Backboard w/goals |
| | Adult Swing Set with 4 swings |
| | Green Belt Park |
| | 6.8 Acres |
| | Currently an open green space with |
| | trees |
| | |
| | |
| | |
| | |
| | |
| | 13.2Acres |

| Community | School Board | City-Owned | Total | |
|-----------|------------------------------------|--|------------|--|
| | | Memorial Park (Community | | |
| South | Roosevelt High School (2) | Park) (2) | | |
| | 21.2 Acres | 33.8 Acres | | |
| | Football Stadium | 4 Baby Swings | | |
| | 1/4 Mile Running Track | rack 7 Adult Swings and 1 Handicap Swing | | |
| | 5 Tennis Courts | Concrete Basketball Court w/2 r | ims | |
| | Practice football, soccer & | Shelter | | |
| | to a transmission description of | Lighted Softball Diamond | | |
| | and fitness area | w/fence | | |
| | Swimming Pool | bleachers and benches | | |
| | | Lighted Baseball Diamond w/fence, | | |
| | | lights, dugout, pressbox and | | |
| | | storage | | |
| | | Baseball Diamond w/fence, bene | ches. | |
| | JO BRIGHTON CENTER | | | |
| | (2) | and backstop | | |
| | | 2 Electric Scoreboards | | |
| | 12.4 Acres | Sand Box | | |
| | | Concession and 2 Restroom Buil | dings | |
| | Gymnasium Permanent Collapsible | 5 Permanent Park Benches | | |
| | Bleachers | 4 Drinking Fountains | | |
| | Soccer Field | Permanent Bleachers | | |
| | | Mulitple Youth Soccer Fields | | |
| | | Playscape w/4 slides, fireman's p and climber | ole, | |
| | | 1.3 Mile Walking/Jogging Track | | |
| | | Outdoor Ice Rink | | |
| | | 2 Picnic Tables | | |
| | | Nine hole Disc Golf Course | | |
| | | Skatepark | 67.4 Acres | |

| Community | School Board | City-Owned | Total |
|-----------|--------------|-------------------------------|----------------|
| | | BISHOP PARK (Commun | ity |
| CITY WIDE | | Park) (2) | and the second |
| | | 12.2 Acres | |
| | | 7 Adult Swings and 1 Handie | cap Swing |
| | | Merry-Go-Round | 58 (SS) |
| | | 8 Baby Swings | |
| | | 2 Climbers | |
| | | Handicap Accessible Playsca | pe w/10 Units |
| | | Misc. Tot Lot Equipment | * |
| | | Fishing Pier | |
| | | Picnic Tables, Benches, Grill | S |
| | | Restrooms/Concession Build | |
| | | w/cement patio & picnic tabl | - |
| | | Two Pavillions | |
| | | Log Cabin | |
| | | Irrigation System | |
| | | Cement & Wood Walking | |
| | | Paths | |
| | | Boardwalk | |
| | | Handicap Accessible Kayak | Launch |
| | | Drinking Fountain | |
| | | BASF WATERFRONT | |
| | | PARK (Community Park) (| 2) |
| | | 24 Acres | |
| | | Amphitheater | |
| | | Concession Stand/Restrooms | |
| | | 1500' Waterfront Promenade | |
| | | Wyandotte Boat Club Rowing | g |
| | | Facility with Ramp | |
| | | 4 Over the Water Viewing | |
| | | Nodes | |
| | | Kayak Launch | |
| | | WYANDOTTE SHORES | |
| | | GOLF COURSE | |
| | | 60 Acres | 14_012552 W |
| | | 9 Hole Golf Course Par 36 | 96.2 Acres |

Additional Citywide Recreational Facilities

Municipal Boat Ramp (2): Public boat launching ramp (2 acres) on the Detroit River, just north of St. Johns, and is leased out on a yearly basis.

Yack Arena (3): Large indoor ice arena/convention center with a concession stand, locker rooms, and restrooms. During the spring/summer months (ice is taken off), the arena is available for rent and has been used for various festivals, trade shows, flea markets, circuses, concerts, wrestling, and mma events. The Yack Arena is located 3131 Third Street, is convenient to parking and the Central Business District. The Yack Arena sits on approximately 1.4 acres of land.

As a skating rink, the Yack serves host to hockey and figure skating leagues of all skill levels, as well as open skating for all ages. The Yack Arena adds considerably to the citywide recreation offerings and, in fact, probably offsets to a considerable degree the "shortfall" of citywide recreation land in the city. Approximately 250,000 people visit the Yack yearly.

Copeland Center (2): Located at 2306 Fourth Street, the Copeland Center serves as a multi-purpose building which is used by several different groups, primarily the senior citizens. The seniors use it as a drop-in social center for lunch, cards, billiards, bingo, art and exercise classes, and dances. The building also serves as a meeting site for youth organizations such as the Wyandotte Indians and Wyandotte Braves and other non-profit groups such as the Wyandotte Jaycees.

City of Wyandotte Owned Facilities Chart

| | Play Area | Shelter | Restroom | Ballfields | Soccer Fields | Tennis Courts | Basketball Courts | Drinking Fountain | Beach Volleyball | Disc Golf | Dog Park | Pickleball Courts |
|------------------------|--------------|---------|----------|------------|------------------|------------------|----------------------|----------------------|---------------------|--------------|-------------|----------------------|
| V.F.W Park | 1 | 1 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 1 | 0 |
| Oak Club Park | 1 | 1 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 |
| Pulaski Park | 1 | 1 | 1 | 4 | 0 | 4 | 2 | 3 | 0 | 0 | 0 | 0 |
| Lions Club Park | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PACC Park | 1 | 1 | 0 | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 0 |
| FOP Park | 1 | 1 | 1 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 2 |
| WAA Park | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Kiwanis Park | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| Exchange Park | 1 | 1 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 |
| Jaycee Park | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| KofC Tot Lot | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| McKinley Playground | 1 | 1 | 0 | 1 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 |
| Rotary Park | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Memorial Park | 1 | 2 | 2 | 3 | 6 | 0 | 1 | 4 | 0 | 1 | 0 | 0 |
| Bishop Park | 3 | 2 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| BASF Park | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 |
| Green Belt Park | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Wyandotte Public School District Owned Facilities Chart

| | Play Area | Tennis Courts | Basketball Courts | Swimming Pool | Gymnasium | Football Fields | Ball Fields |
|-----------------------|--------------|---------------|----------------------|------------------|-----------|--------------------|----------------|
| Monroe Elementary | 1 | 0 | 1 | 0. | I | 0 | 1 |
| Washington Elementary | 1 | 0 | 2 | 0 | 1 | 0 | 0 |
| Jefferson Elementary | 1 | 0 | 1 | 0 | 1 | 0 | 0 |
| Wilson Middle School | 0 | 2 | 1 | 1 | 2 | 1 | 2 |
| Lincoln Center | 1 | 0 | 1 | 0 | É | 0 | 0 |
| Garfield Elementary | 1 | 0 | 1 | 0 | 1 | 0 | 0 |
| Roosevelt High School | 0 | 7 | 0 | 1 | 3 | 1) | 0 |
| Jo Brighton Center | 1 | 0 | 0 | 0 | 1 | 0 | 0 |

INSERT CITY MAP WITH PLAYGROUNDS

WYANDOTTE RECREATIONAL FACILITIES

CITY OWNED PARKS, PLAYGROUNDS, FACILITIES

SCHOOL LOCATIONS

BASF Waterfront Park

Bishop Park

Exchange Club Park

F.O.P.

Federal Square

Frostic Park

Green Belt Park

Jaycee Park/Copeland Center

K of C Tot Lot

Kiwanis Club Park

Lions Club Park

McKinley Playground

Memorial Park

Municipal Boat Ramp

Oak Club Park

PAC Club Park.

Pulaski Park

Rotary Club Park

V.F.W. Park

W.A.A. Park

Wyandotte Shores Golf Course

Yack Arena

Garfield Elementary

Jefferson Elementary

Jo Brighton Center

Lincoln Center

Monroe Elementary

Roosevelt High School

Washington Elementary

Wilson Middle School

Regional Recreation

Nearby regional recreational sites are provided by the Huron-Clinton Metro Park System, the Wayne County Parks System, and private entities. These Park Systems fulfill some of the recreational needs of our citizens that we are unable to provide within our city limits, such as hiking trails, bike trails, campsites, nature and wildlife areas. The Park Systems are also used for winter outdoor activities which include tobogganing, hill sledding, and cross country skiing. Private transportation is needed to reach most of these sites and it is not always possible or affordable for our citizens. State parks are normally further away and the transportation to reach them is the same as with the regional parks. Therefore, the city recreational facilities attempt to provide the best available recreational opportunities possible.

REGIONAL RECREATION INVENTORY

The City of Wyandotte lies within a fifteen mile radius of a large number of regional recreational area and facilties within Wayne County. These include, among others, state parks and game areas, regional bikeways, boat launches, State Game area and profession sporting venues.

RECREATIONAL FACILITIES IN WAYNE COUNTY:

| 1. | Comerica Park | 16. | Detroit Zoo |
|-----|--------------------------------|-----|------------------------------|
| 2. | Ford Field | 17. | Belle Isle |
| 3. | Little Casears Arena | 18. | Elizabeth Park Marina |
| 4. | Fox Theater | 19. | Humbug Marina |
| 5. | Cobo Center | 20. | Belleville Lake |
| 6. | Pointe Mouilee State Game Area | 21. | DNR Outdoor Adventure Center |
| 7. | Lake Erie Metropark | | |
| 8. | Oakwoods Metro Park | | |
| 9. | Lower Huron Metro Park | | |
| 10. | Willow Metro Park | | |
| 11. | Detroit Riverwalk | | |
| 12. | I-275 Metro Trail | | |
| 13. | Lower Rouge River Trail | | |
| 14. | Hines Park Trail | | |
| 15. | Maybury State Park | | |

Park Land Acquisitions and Improvements Funded by DNR Grants

Exchange Park 1967 Grant # 26-00144

Grant funds were used to install a baseball backstop in the southeast corner of the park, grade and seed the land, and a LWCF sign. In 2010, due to the deteriorating condition and the discontinued use as a baseball field, the backstop was removed. The area now sits as an open green space in the park.

Wyandotte City Parks 1967 Grant #26-00053

Grant funds were used to install fencing, picnic and playground equipment, a drinking fountain, landscaping, parking area, storm sewer system, preparation of plans, and a LWCF sign. Due to the generality of the description, hard to know what park this is. It is safe to say that any picnic or playground equipment installed in 1967 was replaced with more modern equipment in the past 20 years.

Memorial Park 1969 Grant #26-00145

Grant funds were used in the development of two park shelters, safety fencing, bleacher control fencing, and a LWCF sign. The fencing around the playground and shelter areas was converted to wooden split rail fencing in the early 1990s as were the majority of the parks in the city. The metal cyclone fencing around the baseball fields remains. The shelters remain and have had the roofs repaired/replaced (converted from shingles to steel roof).

Kiwanis Park 1969 Grant #26-00142

Grant funds were used to develop a basketball court and pelletize under playground equipment, and a LWCF sign. The basketball concrete court remains, but the basketball poles were removed in the early 1990s due to unruly basketball participants. The court may be used in the future to create two Pickleball courts. The pellets under the playground equipment have been removed and replaced with certified playground woodchips.

P.A.C.C. Park 1969

Grant funds were used to build a shelter and install a LWCF sign. Shelter roof has been repaired and replaced (converted from shingles to steel roof).

Ford City Tot Lot 1971 Grant#26-00203

Grant funds used to acquire .27 acres of land. Park was developed into a Tot Lot and was updated in the past five years with the addition of new swings, a shelter, drinking fountain, and climber. Older equipment includes a sandbox, two slides, picnic tables and benches, and a merry-go-round. Park is now renamed K of C Tot Lot.

P.A.C.C. Park 1977 Grant #26-01023 X

Grant funds were used to install fencing along the railroad property, install two lighted tennis courts, and install a LWCF sign. The fencing is still being used and in decent shape, however, the tennis courts have been removed. Due to a lack of play, the courts were converted to a roller hockey facility. Due to the deterioration of the concrete, the courts were ultimately removed and turned into a green space with several trees planted.

Pulaski Park 1977 Grant #26-00897

Grant funds were used to develop a basketball court with lighting, add lighting to an adjacent court, and install a LWCF sign. The lighting no longer works on the two courts. The courts have been updated several times, most recently in 2013 with new concrete, poles, and rims through a Wayne County Parks grant.

Bishop Park 1983 Grant #26-01252

Grant funds were used for the burial of overhead power lines, the development of a handicap accessible fishing pier, restroom and concession building, and a LWCF sign. The fishing pier is still very heavily used on a daily basis by fishermen. The restroom and concession building are open during the months of April through October

Wyandotte Boat Ramp 1984 Grant #TF791

Grant funds were used to acquire three lots totaling about 1/3 of an acre for additional parking. Land is still used for parking.

Bishop Park 1986 Grant #26-01451

Grant funds were used to build a group shelter/band shell. The shelter is still heavily used today by groups hosting picnics, birthday parties, concerts, and other events in the park.

Wyandotte Boat Ramp 1987 Grant #TF87-255

Grant funds were used to acquire three parcels of land less than an acre in size to expand the boat ramp parking lot. Land is still used for the parking lot for the boat ramp.

Wilson Field 1989

Grant #BF89-194

Grant funds were used to develop 5.9 acres of land north of Wilson Middle School including two tennis courts, 1/3 mile walking track, basketball court, baseball field, two tennis courts, landscaping and irrigation. This park is maintained by the school district and is used by the middle school athletic teams as well as gym classes. The baseball fields are maintained by the city. All amenities are heavily used. The tennis courts have been converted to a street hockey court and two pickleball courts due to a lack of use.

Yack Arena 1989

Grant #BF89-368

Grant funds were used for the complete renovation of two restrooms and locker rooms at the Yack Arena. Updates included new plumbing and lighting, doors and door frames, flooring, and paint. Facilities were in good working order and heavily used until 2006. In 2006, the Yack Arena underwent a total renovation and everything in the building was replaced.

Memorial Pool 1990 Grant #BF90-084

Grant funds were used for the renovation of the pool included making the building, pool, and locker rooms handicap accessible. Other renovations included improvement to make the facility more energy efficient and various safety items. In 2005, Memorial Pool was closed due to the deteriorating conditions of the pumps and piping needed to operate the pool. In 2013, the facility was traded with the school district in exchange for the former McKinley Elementary.

BASF Park 1992 Grant #BF92-041

Grant funds were used for the development of the park. 1500 feet of sheet piling, brick paved boardwalk, lighting, trees, park benches, permanent trash cans were installed. This is a very popular passive park that is very heavily used by walkers, runners, bicyclists, and serves as a site for many formal photos (weddings, prom, homecoming, etc.).

BASF Park 1993 Grant #BF93-166

Grant funds were used for continued development of the park. Additional trees, storm drains, asphalt walkways, a parking lot with lighting, landscaping, and park inspection were all funded through the grant. This is a very popular passive park that is very heavily used by walkers, runners, bicyclists, and serves as a site for many formal photos (weddings, prom, homecoming, etc.). In 1998, two beach volleyball courts were added to the park.

The Planning Process

In the planning process, many city and school system officials were contacted. Meetings were held with those persons and with private interest groups. The Superintendent of Recreation held meetings and discussions with the following: the Operations Supervisor, the Director of Athletics, and the Superintendent of Wyandotte Public Schools, the City Engineer, and the Recreation Commission seeking their input into the plan. The City Council was also asked to provide input before their approval of the plan.

Public input was also sought out for inclusion in this plan. On June 6th, 2018, a public input meeting was held at the Yack Arena to address recreation concerns and collect ideas for future developments and/or renovations. The meeting was announced on local cable during multiple City Council meetings, advertised on the Wyandotte Recreation Department Facebook page, and advertised at City Hall, Copeland Recreation Center, and Yack Arena bulletin boards. Individual discussions between the Superintendent and citizens also took place.

On November 20, 2018, a rough draft of the Recreation Master Plan was posted to the city's website and hard copies were made available for review in the Recreation office. On January 3, 2019 a Public Review meeting was held seeking comments and/or questions from the public regarding the Recreation Master Plan.

Each playground/park was reviewed and an extensive inventory of each park was recorded.

The results of the park reviews and input from the public, government and school officials led to ideas for future improvements and additions to our playground facilities and parks. These improvements and additions will provide for not only different recreation opportunities, but more enjoyable recreation opportunities for the citizens of Wyandotte. These ideas are included in the upcoming **Action Program**.

Goals and Objectives

In terms of "parks and recreation", the city of Wyandotte is at a crossroads. Even though the community is losing population, has a declining number of households, and the number of schools have been reduced (both public and private), Wyandotte is still considered an attractive place to live, work, and recreate. In order to satisfy current residents and remain attractive to non-residents, the Recreation Department needs to consider improvements and new developments that will improve the quality of life in Wyandotte.

Based on the input received, several goals have been established to help improve the parks and recreation opportunities in Wyandotte. These goals include previously envisioned improvements as well as new improvements and developments that can help to improve the overall image and sustainability of the Wyandotte community. These goals include:

- Goal #1 Acquiring land when possible for recreation purposes
 - Objective: Expansion of current parks/playgrounds or to develop new parks/playgrounds that will create recreation opportunities that will reduce the neighborhood park deficiencies
- Goal #2 Improving our current recreation facilities so that they may be enjoyed by persons of all ages and abilities
 - Objective: Renovate current parks/playgrounds/ballfields and/or develop new parks/playgrounds that meet ADA guidelines to expand the recreational opportunities for all residents
 - Objective: Renovate current parks/playgrounds/ballfields and/or develop new parks/playgrounds that will allow users of all ages to enjoy our facilities
- Goal #3 To provide the maximum amount of use of the parks and recreation facilities to the residents of Wyandotte
 - Objective: Improve the park availability and amenities to users through the addition of lighting and other additions
- Goal #4 To provide the maximum amount of recreational opportunities to the residents of Wyandotte

- Objective: Maintain the current level of recreation programming and options while finding ways to create new recreational opportunities for residents
- Goal #5 Effectively provide funding for the development and maintenance of recreation facilities and programs
 - Objective: When possible, collect user fees to help offset the cost of programs and improvements
 - Objective: Seek grants, donations, and other funding sources to fund programming and improvement projects
- Goal #6 Seek opportunities to work with neighboring recreation agencies to provide programming and facilities that are beneficial for the area
 - Objective: Work with nearby recreation agencies to share programming or services to build strong programs and sustainable facilities

Action Program

The following section contains plans for the future of the parks, playgrounds, and programming for the city of Wyandotte. The plan has been broken down into three categories: Neighborhood, Community, and City-Wide recreation.

NEIGHBORHOOD 1: Madison School

In 2013, Madison School was sold to a private firm and is no longer owned by the school district. The building and surrounding land (playground included) now belongs to the new owner. Memorial Park abuts the school site and the north end of this park is central to that neighborhood and the tot lot area is, fortunately, located at the north end of the park.

The acquisition or lease of the land south of the old Madison School building (includes a handicap playground area) should be considered to negate the lack of handicap accessible playground equipment. The Madison School site abuts the Memorial Park (city wide facility) and the acquisition or lease of this site would for the most part, satisfy much of Wyandotte's city wide recreation demand.

NEIGHBORHOOD 2: Monroe School and VFW Park

A 6.9 acre site at the Monroe Elementary School serves this area and the V.F.W. Playground, a 5.6 acre facility, is also located at the eastern edge. Updating and installing new equipment should be considered to maximize the facilities available in this neighborhood. While both VFW and Monroe sites use certified playground woodchips as their base, converting to a more permanent surfacing such as poured in place rubber could make the play areas more accessible to those with disabilities. VFW could use the addition of pathways to make the play areas, baseball diamond, and drinking fountain more accessible. The basketball court should be resurfaced. Some additional landscaping should be planted in this park to beautify the area as well as create a barrier between the park and the industrial business located to the south. Also, the installation of some permanent composite picnic tables and park benches would make the park more friendly for families. The soccer field that was no longer used now houses our dog park. Currently it is just a fenced in area with restricted use to members only, enhancements such as trees or small shelters for shade and equipment for the dogs to play on should be considered. The baseball diamond could use concrete or asphalt paths to the bleacher area.

The baseball field at Monroe could use improved field surfacing, permanent bleachers, covered dugouts, handicap seating, and a drinking fountain should be added to enhance this area.

NEIGHBORHOOD 3: Oak Club Playground

This 1.7 acre site is well located to serve the western part of the neighborhood but is less than the minimum desirable size for a complete playground. Expansion is probably not economically possible because of the number and quality of the surrounding homes, but every effort should be made to expand the site to include the entire block if circumstances ever permit such action. Such expansion would provide a total of 2.1 acres.

The Oak Club Playground is in need of modern equipment. Certified playground woodchips serve as the base of the equipment, converting to a more permanent surfacing such as poured in place rubber and the addition of concrete or asphalt pathways could make the play areas more accessible to those with disabilities. The basketball court should be resurfaced. Trees could be planted and some landscaping would beautify the park. The construction of beach volleyball courts, pickleball courts, horseshoe pits, and/or a tot lot play area would provide for more park participation.

NEIGHBORHOOD 3: Washington School

Similarly, it would be difficult to expand the Washington School site but it should remain as a long-range proposal; either to the south to include the Superior Boulevard right-of-way to provide 4.1 more acres (making a total of 7.6) or east toward Twelfth Street as far as economics permit. These proposals would still leave the neighborhood some 4.4 acres short of its projected need. The deficiency could be considered offset by an excess of neighborhood recreation in the adjacent Neighborhood 4 (Vinewood, which separates these two neighborhoods, is not a serious barrier).

NEIGHBORHOOD 4: Pulaski and Lions Club Park

Pulaski Park is in the center of Neighborhood 4 and it, alone, is slightly larger than is required to meet the needs of the Neighborhood. Acquisition of the remainder of the block of Walnut Street would add 2.3 acres to the existing 13 acre site. Improvements are needed for the Pulaski Park facility in order to bring it to its optimum development. There is a definite need of increased parking for this frequently used site. Replacement of the deteriorated irrigation system for the four ballfields and a drainage system is needed because of its great demand and use. Converting the last remaining slag ballfield to a more user friendly material and relocating it to avoid interruptions with some of the other fields would increase the field usage. The installation of permanent composite picnic tables and park benches, barbeque grills, and a beach volleyball court will increase family usage. The tennis court lighting system should also be replaced. The addition of lighting around the walking track that runs through the park could make the park more user friendly after sunset and before closing time. The overhead electrical lines that bisect the park area should be placed underground. They currently go through the picnic and playground area. Certified playground woodchips serve as the base of most of the playground area, converting to a more permanent surfacing such as poured in place rubber and concrete or asphalt pathways could make the play areas more accessible to those with disabilities. Also, the addition of concrete or asphalt pathways to the play areas would make the areas more accessible.

Lions Club Park was recently developed and expanded in the last three years. Certified playground woodchips serve as the base of the equipment, converting to a more permanent surfacing such as poured in place rubber and the addition of concrete or asphalt pathways could make the play areas more accessible to those with disabilities.

NEIGHBORHOOD 5: Jefferson Playground

The Jefferson Playground area is in need of landscaping and trees. The basketball court needs to be resurfaced and the area adjacent to the court should be landscaped. Recently, the school added a parking lot to some of the existing green space, but there is still a decent section of green space remaining. Tennis courts, pickleball courts, or a beach volleyball court would be a nice addition to the to this green space. Certified playground woodchips serve as the base of the equipment, converting to

a more permanent surfacing such as poured in place rubber and the addition of concrete or asphalt pathways could make the play areas more accessible to those with disabilities.

NEIGHBORHOOD 5: Wilson Field

Replacing the fencing around the tennis courts, the installation of permanent composite benches, and repaving the walking/running track would help to increase park use.

NEIGHBORHOOD 6: Lincoln Center

The playground of the former Taft Elementary School should include permanent rubber surfacing and more handicap accessible equipment. After Taft Elementary closed, the school district renamed the building the Lincoln Center; the building serves the mentally and physically handicapped youth.

NEIGHBORHOOD 6: P.A.C. Club Park

The P.A.C. Club Playground facility (4.8 acres) is in need of additional landscaping and tree planting which would be beneficial to this park. The basketball court needs resurfacing and a permanent set of bleachers near the court should be installed for spectator's use. The playscape needs to be updated. Certified playground woodchips serve as the base of the equipment, converting to a more permanent surfacing such as poured in place rubber and the addition of concrete or asphalt pathways could make the play areas more accessible to those with disabilities. Additional landscaping should be installed to enhance the park. The full sized soccer field that is no longer used could be converted to tennis courts, beach volleyball courts, horseshoe pits, pickleball courts, a dog park, or a walking/running track with exercise stations.

NEIGHBORHOOD 7: FOP, WAA, and Kiwanis Parks

This area contains F.O.P. Park, W.A.A. Park and the Kiwanis Park. The F.O.P. Playground is the biggest of the three and is near the center of the neighborhood, while W.A.A. and Kiwanis Parks are of smaller stature.

The Kiwanis Park needs a new sandbox and general improvements to the landscaping. A beach volleyball court could enhance the park, however, the land is contaminated and any digging needs to be approved by the State. The old concrete slab for the basketball court could be redone for the addition

of a basketball court, pickleball court, etc. The recommendation that the surface be built with a curb around it with proper drainage so that in the winter, an ice rink could be created should be considered. Certified playground woodchips serve as the base of the equipment, converting to a more permanent surfacing such as poured in place rubber and the addition of concrete or asphalt pathways could make the play areas more accessible to those with disabilities. Installing permanent composite benches and picnic tables, and replacing the drinking fountain would also enhance the use of the facility.

The W. A. A. Playground is in need of a drinking fountain along with some landscaping and newer equipment. Certified playground woodchips serve as the base of the equipment, converting to a more permanent surfacing such as poured in place rubber and the addition of concrete or asphalt pathways could make the play areas more accessible to those with disabilities.

F.O.P. Park has plenty of open space and amenities and the addition of beach volleyball court, additional pickleball courts, barbeque grills, and permanent composite benches and picnic tables should be considered to attract more family use. A walking/running path through the park would bring more use to the park. Certified playground woodchips serve as the base of the playground equipment, converting to a more permanent surfacing such as poured in place rubber and the addition of concrete or asphalt pathways could make the play areas more accessible to those with disabilities.

NEIGHBORHOOD 8: Exchange Club and K of C Tot Lot Parks

The Exchange Club Playground (3.2 acres) is the main facility in this area. This neighborhood suffers a serious shortage of recreation land. The possibility for another neighborhood park, possibly within the ongoing Labadie Park development should be given great consideration to help reduce the shortage of land. The installation of permanent composite park benches and picnic tables, and additional play equipment would be an enhancement at this park. Certified playground woodchips serve as the base of the equipment, converting to a more permanent surfacing such as poured in place rubber and the addition of concrete or asphalt pathways could make the play areas more accessible to those with disabilities. A running/walking track along the perimeter of this park could enhance its use.

The K of C Tot Lot was developed between McKinley & Fourth Streets, north of Ford Avenue.

Currently, the park is divided into two halves, divided by an alley. Serious consideration should be

given to closing the western half and putting the land up for sale for development. The eastern half has been expanded when the home to the south was demolished. The park now contains a shelter and a drinking fountain. The addition of permanent composite benches and a picnic table would help enhance the park. Certified playground woodchips serve as the base of the equipment, converting to a more permanent surfacing such as poured in place rubber and the addition of concrete or asphalt pathways could make the play areas more accessible to those with disabilities.

NEIGHBORHOOD 9: Jaycee, Frostic, and Rotary Club Parks and Federal Square

The Jaycee Playground is a 2.5 acre site that serves this neighborhood's playground demand. The William R. Copeland Center was constructed on the 4th Street side and serves as a Senior Citizen Center as well as a meeting hall for various local organizations. There is a need for additional trees. The playscape has permanent rubber surfacing, but certified playground woodchips serve as the base for the swings and merry-go-round. Converting to a more permanent surfacing such as poured in place rubber and the addition of concrete or asphalt pathways could make the play areas more accessible to those with disabilities.

Frostic Park is a small open area just north of the Copeland Center. Frostic Park features several benches and two statues. It is considered a passive park.

Federal Square is a small open area on Spruce between 4th & 5th Streets. It, like several other small sites in public courts, could be given treatment to help meet the passive recreational needs of a neighborhood; however, the cost of maintaining such facilities often makes them questionable.

Rotary Club Park is a one acre park and is located adjacent to the St. Joseph Church parking lot. It satisfies the need for the neighborhood in a small way, but none the less, provides for a great need. If expansion of the site becomes a possibility, full consideration should be given to this effort. Certified playground woodchips serve as the base of the equipment, converting to a more permanent surfacing such as poured in place rubber and the addition of concrete or asphalt pathways could make the play areas more accessible to those with disabilities.

NEIGHBORHOOD 10: McKinley School Playground

The McKinley School building was acquired in 2013 from the school district in a facility swap (the city took ownership of the McKinley building and the school district took ownership of the Memorial Pool facility). Currently the city is taking proposals for the building which could include the sale of the land (including the playground area). For the purpose of this plan, we will proceed as if the land will not be sold. Additional play equipment is needed for the playground area. A soccer field could be developed with goals in the open space area. The basketball courts should be resurfaced and an additional parking area should be considered. The single tennis court could be converted to two pickleball courts. Certified playground woodchips serve as the base of the equipment, converting to a more permanent surfacing such as poured in place rubber and the addition of concrete or asphalt pathways could make the play areas more accessible to those with disabilities.

NORTH COMMUNITY: This area is composed generally of Neighborhoods 4, 5, 6, 7, 8. A deficiency in land for recreation purposes does exist, but because of the built up conditions of the area, we should preclude an active pursuit of acquiring land at this time. With that being said, there is an area located north of Goddard and west of River Rd. (also known as Beaver Park) that could be pursued as a possible location for an additional dog park within the city if the demand ever arises. Within Neighborhood 7, east of the railroad tracks and north of Goddard there are no parks that are accessible without children needing to crossover the railroad tracks. As a safety measure, land within the Labadie Park district should be considered for acquisition for a park/playground area.

SOUTH COMMUNITY: This area is composed generally of Neighborhoods 1, 2, 3, 9, and 10 and this area is primarily serviced by Memorial Park. Memorial Park is the most substantial of the city parks - comprising some 34 acres.

The acquisition or lease of the property south of the former Madison School (including the playground area) should be considered in a future development plan.

The addition of permanent, outdoor exercise stations spaced sporadically around the 1 mile walking/running track would make the park all the more enticing to those looking to exercise. The

addition of lighting around the track could make the park more user friendly after sunset and before closing time. The renovation of the main baseball field, including lighting, fencing, and turfing the field should be considered to increase use.

The Skatepark is now 15 years old and is beginning to age. There are some pieces of equipment that are beginning to rust. The entire Skatepark could use paint (with a specific "gripping" paint designed for Skateparks). The pursuit of grants and outside funding to rebuild the Skatepark and having it be all concrete instead of metal ramps should be considered.

CITY-WIDE FACILITIES

Bishop Park: This facility sits on the Detroit River and is directly contiguous to the Wyandotte Central Business District. In terms of the park itself, there are a number of proposals that should be considered in the development of the facility.

The majority of the wood benches in the park have been replaced with composite benches, which require virtually no maintenance. Continuing the replacement of the wooden benches and picnic tables with composite ones would improve the park and cut down on maintenance time and costs.

Some consideration should be given to the installation of additional concrete walks throughout the park in order to make it more readily accessible to the handicapped. Updating and adding to the existing grills would encourage more family picnics in the park. Some of the older playground equipment should be update. In 2005, a new playscape with permanent rubber surfacing and a second pavilion was installed. Currently, there are several benches for adults to sit on as they watch their children play. The addition of permanent adult exercise stations surrounding the playscape should be considered to help enhance the park.

If deemed safe, a 10' wide asphalt path from Van Alstyne to the adaptive kayak launch (so that handicap persons could drop off their kayaking equipment) could be installed and it would aid in the servicing of the park (maintenance vehicles). This path would only be used by maintenance vehicles or handicap persons using the kayak launch.

The development of a transient marina could also be favorable to not only the park, but the downtown business district. Boat slips for small fishing boats and larger recreation boats will be included. A facility with restrooms, washers and dryers, as well as a pump out station should also be considered. The marina will not only be an attraction for recreational use, but could also serve as a safe haven for those boaters caught on the water during inclement weather.

In the far realm of planning, any additional property that could be acquired adjacent to the park in any direction would greatly enhance and make our existing park facility more viable to the citizens.

Boat Ramp: It would be advantageous to purchase additional surrounding land for parking to take care of the overflow of vehicle parking (during peak times, some boaters need to park across the Biddle Avenue behind a business in a city lot. The restroom facilities should be modernized and made handicap accessible. The parking lot is deteriorating and should be repaved. The addition of solar panels to the roof of the boat ramp building should be considered.

Grassy Island - Roughly 72 acres in size, this island had been in the process of being filled (reclaimed) by the U.S. Army Corp of Engineers in previous years. It is owned by the U.S. Department of the Interior but was incorporated into the city limits of Wyandotte through an Act of Congress in the late 1950's and, by another Act of Congress, declared as the Wyandotte National Wildlife Refuge in 1961. Migratory wildlife feed on the submerged celery beds during their flights twice each year and the site may not be commercialized or industrialized; however, it may be developed for recreational use (with proper authorization) by the City of Wyandotte, the County of Wayne or either the State of Michigan or the federal government itself. Because it will require some time yet for the fill to be completed and for the fill material to settle enough for the land surface to support people, it is automatically in the longer-range plan rather than the short-range one. Regardless of which governmental agency develops the island, it could provide some unique recreational opportunities within the City of Wyandotte.

BASF Waterfront Park and the Wyandotte Shores Golf Course: The former BASF industrial site was leased to the City and a 24 acre park and a nine-hole championship golf course were

constructed and completed in 1995/1996. Consideration should be given to acquiring the vacant industrial land south of the golf course to construct several practice holes with a driving range, a miniature putting course, and passive park opportunities. If feasible, a solar garden should be constructed in an unused portion of the golf course (northeast corner) to help offset the high costs of charging the electric golf carts daily. The construction of an emergency storm shelter at the south end of the golf course for golfers that may get caught in inclement weather.

In BASF Park, an acoustical backdrop could be used for concerts and special events and the park could use additional park amenities. The number of people who kayak the Detroit River has been on the rise. Currently there is one area in BASF Park to launch kayaks, unfortunately, that area can only accommodate a single able bodied kayaker at a time. Consideration should be given to creating a larger kayak launch that can meet the needs of kayakers of all abilities.

<u>Copeland Center:</u> The Copeland Center opened in 1974. In early 2014, the original tile floor and a sliding room partition were replaced. Other updates that should be considered include energy saving measures. The installation of solar panels on the roof and the installation of a drop ceiling in the main gathering room to help reduce energy costs. The building's sound system is nearly 40 years old and should be replaced.

Yack Arena: In 2006 the arena underwent a \$3 million dollar renovation, however, the building could still use some improvements. Storage at the arena (for tables/chairs/staging during the ice season and for hockey boards/benches/glass during off-ice season) is nearly non-existent. Many of these necessities are stored offsite (two miles away) and need to be delivered to the arena. Adding on to the building for additional storage space is highly suggested to have everything needed for arena operations onsite.

As the various groups that use the arena for skating purposes (high school hockey teams, hockey association, figure skating club) have begun to do more off-ice activities, it has become apparent that the Yack does not have adequate space to accommodate these activities. A possible addition to the building should be considered to try and accommodate these activities.

ADDITIONAL CITY-WIDE RECREATION PROJECTS

Linked Bicycle Paths: The development of a series of bike paths throughout the city should be pursued. These paths would take users on a tour of Wyandotte and would serve as a fun and healthy way for people to get a closer view of our city. The tour would provide a brief overview of some of Wyandotte's history. The paths could include stops by many of our historical homes and buildings, various monuments, parks, businesses, etc. throughout the city. Each location could be designated with a plaque giving a brief description of the location.

These paths could ultimately travel to the boundaries of the city, and in the future provide a means to link us to neighboring cities.

Multi-use Recreation Facility: The pursuit of developing a multi-use recreation facility should be considered. Currently, the city lacks its own gymnasium, pool, and fitness facility. The city relies on its excellent working relationship with the school district for access to these facilities. Unfortunately, access to these the school facilities are often restricted due to conflicts with many school run activities. A facility of our own would allow us to offer year round swimming lessons, open swimming, water aerobics, basketball and volleyball programs, as well as a place for residents to exercise in.

A possible location for such a facility could be one of the city owned parking lots adjacent to the Yack Arena. Using one of these lots to build such a facility would create a parking problem and consequently, additional parking would need to be acquired (perhaps through construction of a parking structure).

SUMMARY OF THE ACTION PROGRAM

Based upon the goals and objectives identified and neighborhood needs, certain cost estimates and priorities should be defined. There is a need for flexibility even as pursuit of these goals is made; without the goals and an "action plan", however, there is a tendency to let things drift. A community must budget for the majority of its services and recreation is universally accepted as one of the services demanded by the public today - accordingly, it should receive fair consideration in any city's budget process. Certain state and federal grant programs are available and should not be overlooked as one means to achieve the community's goals. The Michigan Natural Resources Trust Fund, Land and Water Conservation Fund, and Recreation Passport are the most active grants available for recreation today. In addition, Community Development funds can be used for this area of public service development.

This plan looks to address some of the areas where needs or wants have been expressed. The addition of pickleball courts, an actual splash pad/water park, the pursuit of a transient marina, bicycle paths, etc. as well as making the parks and playgrounds more accessible for those with disabilities are all goals that this program hopes to achieve.

ACTION PLAN CAPITAL IMPROVEMENT SCHEDULE

2019 Capital Improvement Program

| Category | Year | Project | Estimated Cost |
|----------|------|--|----------------|
| 1 | 2019 | Playground Surfacing and Accessibility Improvements | \$75,000 |
| 1 | 2019 | Baseball/Softball Diamond Upgrades | \$25,000 |
| 2 | 2019 | Bishop Park bench replacement | \$10,000 |
| | | TOTALS | \$110,000 |

2020 Capital Improvement Program

| Category | Year | Project | Estimated Cost |
|----------|------|---|----------------|
| 3 | 2020 | Transient Marina at Bishop Park | \$3,000,000 |
| 1 | 2020 | Playground Surfacing and Accessibility Improvements | \$75,000 |
| 1 | 2020 | Baseball/Softball Diamond Surface Upgrades | \$10,000 |
| 2 | 2020 | Bishop Park bench replacement and playground improvements | \$50,000 |
| 1 | 2020 | Park Additions - Volleyball, Pickleball, Etc. | \$95,000 |
| | | TOTALS | \$3,230,000 |

2021 Capital Improvement Program

| Category | Year | Project | Estimated Cost |
|----------|------|--|----------------|
| 2 | 2021 | Memorial Skatepark Improvements | \$50,000 |
| 1 | 2021 | Playground Surfacing and Accessibility Improvements | \$75,000 |
| 1 | 2021 | Memorial Baseball Field Renovations | \$1,250,000 |
| 1 | 2021 | Park Additions - Volleyball, Pickleball, Etc. | \$95,000 |
| 2 | 2021 | Yack Arena Additions | \$250,000 |
| 3 | 2021 | Kayak Launch | \$100,000 |
| | | TOTALS | \$1,820,000 |

2022 Capital Improvement Program

| Category | Year | Project | Estimated Cost |
|----------|------|--|----------------|
| 2 | 2022 | Multi-use Recreation Facility | \$3,000,000 |
| 1 | | Playground Surfacing and Accessibility Improvements | \$75,000 |
| 1 | 2022 | Park Additions - Splash Pad/Water Park | \$300,000 |
| | | TOTALS | \$3,120,000 |

2023 Capital Improvement Program

| Category | Year | Project | Estimated Cost |
|----------|------|---|----------------|
| 1, | 2023 | Playground Surfacing and Accessibility Improvements | \$75,000 |
| 2 | 2023 | Bicycle Paths | \$250,000 |
| 1 | 2023 | Park Additions - Volleyball, Pickleball, Etc. | \$95,000 |
| 1 | 2023 | Land Acquisition and Park Construction (Labadie District) | \$200,000 |
| 1 | 2023 | Wilson and Pulaski Walking Track Resurfacing | \$150,000 |
| | | TOTALS | \$770,000 |

Category 1 = Neighborhood Parks

Category 2 = Community Wide Parks/Facilities

Category 3 = Waterfront

Attachments to this Recreation Plan indicate the many and varied offerings of the City's Recreation Department and are included to illustrate how a community uses such programs to offset what would otherwise be considered major shortcomings so far as available recreation land is concerned. Of considerable importance is the effort in recent years to provide supervised recreation as well as social activities for the physically handicapped; in this area, Wyandotte has set a fine example and has pioneered for the Downriver Area.

Items presented for "Immediate" action may, of course, have to wait their turn for available funding; similarly, items given a 5-year, 10-year or long range priority may be advanced through opportunistic use of state and federal grant programs as well as annual requests for a fair share of city budget.

SUMMER, FALL & WINTER REPORT 2017-2018

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|--|-----|
| VOLLEYBALL | |
| BEACH VOLLEYBALL CLINIC PAGE | E 2 |
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ARTAPALOOZA

This Art Camp class runs for 4 days during the summer months at Copeland Center. The class runs for 2 hours each day and has a maximum of 25 children, Kindergarten – 5th Grade. The program is run by 1 Instructor and 1 assistant, all

supplies included. The class teaches painting, drawing, beaded jewelry, papermaking, oven bake clay, sculptures and more.

YOUTH BEACH VOLLEYBALL CLINIC

The Youth Beach Volleyball Clinic is conducted at BASF sand volleyball courts.

The clinic is for boys and girls ages 10-12 and runs for 4 weeks; classes are twice a week for an hour each day. There are two instructors and 17 youth participants.



4th, 5th & 6th GIRLS VOLLEYBALL

Pulse Volleyball Club and The Roosevelt Bears Volleyball program in co-operation with the Wyandotte Recreation Department sponsors a girl's 5th and 6th grade volleyball clinic and league. Clinic takes place on Wednesday Evenings and Saturday mornings at the Roosevelt High School Gymnasium and runs for 5 weeks.

4th Grade Girls: 8 5th Grade Girls: 16 6th Grade Girls: 25

The clinic is supervised by Pulse Volleyball Club and The Wyandotte Roosevelt High School Girls Volleyball Team.



SUMMER ## TENNIS LESSONS

Summer Tennis Lessons are conducted at Pulaski Park. There are two sessions and each session lasts 4 weeks. Classes are two days a week for an hour each scheduled class day. Program is for youth ages 3-17 and Adults. Two instructors teach and supervise each class.

 Red Dot Foam/Felt Ball (Ages Pre K - 7):
 24

 Orange/Green Dot Ball (Ages 8 - 12):
 17

 Real Ball (Ages 13 - 18):
 6

 Adult (Ages 18 and up):
 0

GREENBOX PROGRAM

Greenbox is a supervised Playground Program. Program runs for five weeks, four days a week between the hours of 10 am and 3 pm, during summer months. All Wyandotte children up to age 12 can gather at one of four parks and enjoy games, fun activities, art and crafts and more. There is one leader at VFW Park, FOP Park, Jaycee Park and Jefferson Park. Pulaski Park has two leaders and one Head Supervisor oversees the entire program.

Attendance fluctuates from day to day, averages of attendance is listed below:

Pulaski Park 10 children per day FOP Park 13 children per day VFW Park 4 children per day Jaycee Park 6 children per day Jefferson Park 5 children per day

YOUTH GOLF LESSONS



Youth Golf Lessons for Boys and Girls ages 10 & Up. One session which consists of five classes. Each class is one hour one day per week. One instructor teaches the class.

Session One:

3 Youth



SURPLUS FOOD DISTRIBUTION

The Wyandotte Recreation Department participates in the Food Distribution Program sponsored by the U.S Department of

Agriculture for the unemployed, welfare recipients and those residents meeting the low-income qualifications. This program distributes monthly.

October 2017 - September 2018: 1,905 people were distributed to over this time period.

WYANDOTTE INDIANS JUNIOR FOOTBALL PROGRAM

This program is organized by the Wyandotte Indians Junior Football Association. All teams are coached and all

activities are led by volunteers. The Recreation Department allows the Wyandotte Indians to use the field at Pulaski Park and shelter building from August to November. The Recreation Department also allows the Wyandotte Indians to use the Copeland Senior Center for monthly meetings. The Wyandotte Indians Association stores their equipment in their storage and concession building at Pulaski Park.

TELE-CARE PROGRAM

The Tele-Care program makes daily telephone calls at appointed times on Monday through Friday, and is of particular value in the event of some unfortunate crisis. Tele-

Care maintains a medical closet for all Wyandotte Seniors who are in need of medical equipment and cannot afford to buy or rent them. Currently we have one shower chair, two wheelchairs and three walkers in the closet. Tele-Care also makes contacts to other agencies for such services as yard work, homemaking services, etc.

Following is a list of Tele-Care contacts from October 2017 through September 2018:

| 46 |
|----|
| 46 |
| 0 |
| 16 |
| 30 |
| 9 |
| 46 |
| 0 |
| 0 |
| 46 |
| 1 |
| |

The office is supervised by 1 person on payroll.

SENIOR VAN PROGRAM



The Senior Van is provided for seniors five days a week. They can take the van to the doctors, grocery shopping, hair dressers, or for doing general errands. The cost is \$1.00 each way. This program provided 2474 rides from October 2017 through September 2018.



YOUTH BASKETBALL PROGRAM

This program is run entirely by the Wyandotte Recreation Department. All registration, schedules, standings and forming of the teams was done by the department. Four leagues were formed this year in the girls 3rd through 6th grade division and eight leagues were formed in the boy's 3rd through 6th grade division. Teams were coached by volunteer coaches. All teams held two practices per week and played their games on Saturdays and some Sundays at Lincoln Memorial.

| Girl's 3rd and 4th graders | 3 teams | 32 players | 11 games |
|--|----------|-------------|----------|
| Girl's 5 th and 6 th graders | 3 teams | 44 players | 20 games |
| Boy's 3 rd and 4 th graders | 5 teams | 55 players | 19 games |
| Boy's 5 th and 6 th graders | 5 teams | 69 players | 19 games |
| TOTALS: | 16 TEAMS | 200 PLAYERS | 69 GAMES |

WYANDOTTE WARRIORS HOCKEY ASSOCIATION



This group had teams in the following divisions: The teams had ice various days of the week from August through February, at Yack Arena.

| 8U | 2 Team | 31 Players |
|-----|---------|------------|
| 10U | 1 Teams | 16 Players |
| 12U | 2 Team | 34 Players |
| 14U | 1 Teams | 12 Players |



"INSTRUCTIONAL PROGRAM"

With the assistance of volunteer coaches and parents, hockey basics and good sportsmanship are taught in a fun atmosphere. There was one team formed for 17 players.

WYANDOTTE LEARN TO SKATE CLASSES

Our Recreational Skating lessons consist of three sessions during the season. The classes run from October through March. The breakdown is as follows:

Session 1:

Total: 85

Session 2:

Total: 92

Session 3:

Total: 94

RESOLUTION

DATE: February 11, 2019 RESOLUTION by Councilperson BE IT RESOLVED that Council CONCURS with the recommendation of the Superintendent of Recreation and hereby APPROVES the Recreation Master Plan for 2019-2023. I Move the adoption of the foregoing resolution. MOTION by Councilperson SUPPORTED by Councilperson **YEAS COUNCIL NAYS** Alderman Calvin **DeSana** Maiani Sabuda **Schultz**

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: January 28h, 2019

AGENDA ITEM#15

ITEM: Boat Ramp Contract Extension 2019-2022

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: George Campbell has leased and operated the Wyandotte Boat Ramp since 2005. Mr. Campbell has done a great job during the last 14 years operating the Municipal Launch for the City. Mr. Campbell has performed maintenance to the site that is not required according to his contract and has also installed security cameras at his cost. Mr. Campbell is responsible for staffing the launch for the Boating Season (April 1 – September 30) from 6am - 11pm, 7 days a week and covers the costs for the utilities.

At a recent Recreation Commission meeting, a discussion was held to extend the Boat Ramp Contract. Mr. Campbell wanted a five year contract and the Recreation Commission agreed to a four year contract extension. This extension can be terminated by either party without cause with a 30 day written notice and can be terminated by the city with a 3 day written notice if Mr. Campbell is found in violation of any of the terms of the contract.

STRATEGIC PLAN/GOALS: To continue to provide the finest services and quality of life while advocating economic development and wise use of our waterfront.

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the Boat Ramp Contract Extension.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Lease payments totaling \$32,400 will be deposited into Account #101-000-651-060 over the next four years.

IMPLEMENTATION PLAN: If approved by Council, have the Mayor and City Clerk sign the contract.

Spusdal.

<u>COMMISSION RECOMMENDATION:</u> Concurs with the recommendation of the Superintendent

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: Approved by Bill Look as to form

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: 1) Boat Ramp Contract Extension through 2022

| RESOLUTION: | | Wyandotte, Michigan Date: January 28th, 2019 |
|-------------------------|--|--|
| RESOLUTION by Coun | cilman | |
| Clerk to sign the Box | at Ramp Contract Extended year (\$32,400 over the ent of Recreation. | hereby authorizes the Mayor and City ension through 2022, with payments ne term of the contract), as submitted |
| Supported by Councilman | n | |
| YEAS | COUNCIL | NAVO |
| ILAS | Alderman Calvin | NAYS |

Desana Maiani Sabuda Schultz

AGREEMENT BETWEEN THE CITY OF WYANDOTTE &

George Campbell, 845 Riverbank, Wyandotte, MI 48192

FOR THE OPERATION OF THE WYANDOTTE MUNICIPAL BOAT RAMP

AGREEMENT made and entered into this _____ day of <u>January</u>, A.D., **2019**, by and between the CITY OF WYANDOTTE, a Municipal Corporation in the County of Wayne, State of Michigan, hereinafter designated FIRST PARTY, and <u>George Campbell</u>, hereinafter designated SECOND PARTY;

WITNESSETH:

WHEREAS, First Party owns and maintains a public municipal Boat Ramp at the foot of St. Johns Street; and

WHEREAS, First Party is desirous of permitting a Boat Ramp and Concession to be operated by Second Party, and has previously advertised for sealed bids for the operation of the Boat Ramp and Concession, and agrees to lease for one year.

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

- First Party shall dispose of all rubbish when placed in the proper containers by the Second Party. Second Party will be responsible for paying all utilities, including, but not limited to, telephone, electricity, water and gas for the lease period, and furnishing a dumpster box.
- First Party agrees to permit Second Party to maintain, occupy, and operate the Boat
 Ramp and Concession within and upon said premises from 6 am to 11 pm, during the years for the
 2019-2022 (4 seasons) Boating Season for the launching of shallow-craft recreational vessels and

sale therein of bait, candy, gum, soft drinks, ice cream, ice products, souvenirs, and packaged food products. Second Party may sell cooked foods prepared on the premises and must comply with the health and sanitation regulations set forth by the City of Wyandotte and the Wayne County Health Department and the State of Michigan. Alcoholic beverages shall be prohibited from sale.

- Second Party will furnish, at his own expense, all necessary and required City and County licenses and will comply with all ordinances.
- Second Party is responsible to call the Wyandotte Police Department to ticket unauthorized vehicles using the Wyandotte Municipal Boat Ramp Parking Lot.
- 5. The following Fee Schedule will be strictly adhered to and may only be changed with the approval of the Wyandotte Recreation Commission:

LAUNCHING FEE SCHEDULE

Launching

Daily \$7.00

Season Passes \$120.00

Wyandotte

Senior Citizens (65 & Over) \$30.00 Season Pass (unlimited launching)

PARKING FEE

\$5 per vehicle

The Fee Schedule will be posted in a conspicuous place accessible to all users of the facilities. No other fees shall be charged for the use of the facilities. If this is issue is violated, refer to Section 15 of this agreement.

- The term of the lease shall be for two boating seasons commencing January 1, 2019 and ending December 31, 2022.
 - 7. Second Party promises to pay to the First Party the total of \$32,400. \$8,100 for the 2019

^{*}Parking fees may not be charged for the reserve lot located on St. Johns between Biddle and Second Street or the lot areas adjacent to the Speedboat Bar and Grill. (see Exhibits A & B).

season and \$8,100 for the 2020 season, \$8,100 for the 2021 season, and \$8,100 for the 2022 season for lease of the described facility. Three equal payments of \$2,700 each to be made payable by April 30, June 30, and August 31 of each contract year.

- 8. Second Party hereby agrees to maintain the Boat Ramp and Concession in a sanitary condition in accordance with the regulations of the Wyandotte Recreation Department, Department of Public Service and the Wayne County Health Department at all times.
- 9. Second Party shall not assign, transfer or sublet the above Boat Ramp and Concession and shall personally operate said Boat Ramp and Concession under their supervision and control, and shall be personally held responsible for the performance of all the covenants and conditions as herein set forth. An adult, 18 years or older, shall be on duty at all times when the Ramp is open for business.
- 10. Second Party agrees to keep track and submit monthly logs as to the number or vessels that launch each day. Logs are to be submitted with 7 business days of the end of the previous month.
- 11. It is the duty of the Second Party to supervise and inspect the leased premises to insure that no dangerous or hazardous conditions exist on the leased premises. During the operation of the Boat Ramp facility, if Second Party discovers any dangerous or hazardous condition, Second Party shall immediately notify the Superintendent of Recreation in writing at the offices of the Wyandotte Recreation Department, Wyandotte, Michigan of said condition so that repairs can be made by First Party. Second Party prior to any required repairs shall take precautions to warn the public of the dangerous or hazardous condition and/or take steps to keep the public away from said dangerous or hazardous condition. Second Party is responsible to maintain and repair inside of the building on the leased premises.
- Second Party further agrees that any beverages sold in bottles outside or away from the concession shall be emptied into paper cups.

- 13. Second Party agrees that he shall forthwith procure, at his own expense, and shall maintain during the term of this lease, public liability insurance in the amount of \$1,000,000.00 Bodily Injury, \$1,000,000.00 Personal Injury and \$500/\$500,000 Property Damage, the policies of said insurance to provide ten (10) days advance written notice to the First Party prior to cancellation, termination or material change. Second Party shall furnish certification of the aforesaid insurance coverage to the First Party prior to opening. The City of Wyandotte shall be named additional insured on all such policies.
- 14. Second Party agrees that it shall indemnify and save harmless the First Party and its officers, elected officials, commissions, agents or representatives for and from all claims, demands, liability, payments, suits, actions, recoveries, and judgments, including all liability whatever for injury (including death) to persons, or for any damage to any City of Wyandotte property, or to the property of others arising out of either directly or indirectly from Second Party's operation of the Boat Ramp.
- 15. The parties hereto mutually agree that this Agreement may be terminated by either party, without cause, by first giving 30 days written notice to the other party of the terminating party's intent to terminate this Agreement. Second Party shall be responsible to pay any unpaid rent including rent up to the termination date within said thirty day notice period. Upon termination, the premises shall be returned in the original condition and second party is responsible and liable to the first party for any damages or cost of cleanup.
- 16. The parties mutually agree that the First Party may terminate this Agreement on three days notice if the Second Party is in default of any provision of this Agreement for more than five days. Second Party is responsible to pay all court costs and attorney fees incurred by First Party in enforcing the terms of the agreement.

17. The City of Wyandotte may in its sole discretion decide to renew the contract for future years.

IN WITNESS WHEREOF, the Parties hereto, by authority of the representative officials of the First Party and the Second Party has caused these presents to be signed and sealed the day and year above set forth.

CITY OF WYANDOTTE
Authorized by

Joseph Peterson, Mayor

Lawrence S. Stec, City Clerk
FIRST PARTY

George Campbell
SECOND PARTY

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

Name

Date_____

Google Maps



Imagery ©2018 Google, Map data ©2018 Google 50 ft

Google Maps



Imagery ©2018 Google, Map data ©2018 Google 50 fi

RESOLUTION

RESOLUTION by Councilperson

BE IT RESOLVED that Council hereby authorizes the Mayor and City Clerk to sign the Boat Ramp Contract Extension through 2022, with lease payments to the City equaling \$8,100 per year (\$32,400 over the term of the contract) to be deposited into account #101-000-651-060.

BE IT FURTHER RESOLVED that this extension can be terminated by either party without cause with a 30-day written notice and can be terminated by the city with a 3-day written notice if Mr. Campbell is found to be in violation of any of the terms of the contract.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson

YEAS

COUNCIL NAYS

Alderman Calvin DeSana Maiani Sabuda Schultz

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: January 28, 2019

AGENDA ITEM # 16

ITEM: Hiring - Department of Public Service - Labor/Equipment Operator

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Hornhol.

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

<u>BACKGROUND</u>: In the Department of Public Service a Labor/Equipment Operator position has opened. Based on a review of the City's current resources, organizational structure, and staffing expectations, the filling of this position appears necessary to provide effective services to the citizens of the City of Wyandotte.

This opening was posted and Kimberly Kmita possesses the labor/equipment operator qualifications, Commercial Driver's License (CDL) and is recommended for hire.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to providing the finest services and quality of life.

ACTION REQUESTED: Recommend approval of the hiring of Ms. Kmita

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Various payroll accounts.

<u>IMPLEMENTATION PLAN:</u> The City's Administrative Office will coordinate the hiring.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Shupdal

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: ARR.

LIST OF ATTACHMENTS: Application for Employment; Job Description:

MODEL RESOLUTION:

| RESOLUTION | | Wyandotte, Michigan Date: January 28, 2019 |
|----------------------------|--|---|
| RESOLUTION by Counci | lperson | |
| | | Council acknowledges receipt of the communication from ent Operator at the Department of Public Service; AND |
| | the Department of Public | L that the Council approves the hiring of Kimberly Kmita as Service contingent on the successful completion of a |
| I move the adoption of the | foregoing resolution. | |
| MOTION by Councilperso | on | |
| Supported by Councilperse | on_ | |
| YEAS | COUNCIL Alderman Calvin DeSana Maiani Sabuda Schultz | NAYS |



City of Wyandotte, Michigan 48192 APPLICATION FOR EMPLOYMENT

(Please Print Clearly)

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

| weight, markar status or disabili | ty. | | |
|--|--|----------|-----------|
| EMPLOYMENT DESIRED | | | |
| Position applied for Equap | MENT OPERATOR AT DI | PS | |
| Have you read the description of Other position you would consid | f this job? XYes No Are you qualified t | | ⊠Yes □ No |
| Type of employment desired: | Full-Time Part-Time Tempor | агу | |
| Date you can start | Wage expected | \$ | |
| PERSONAL INFORMATION | | 6 | received |
| Name_KmzTH | KIMBERLY | MARZE | |
| Last | First | Middle | |
| Address | ALLEN PARK | Mz | 48101 |
| Street | City | State | Zip |
| Phone Number _ | Email _r | , | |
| Other last names used while wor | king, If any | ** | |
| Are you a U.S. Citizen? TYes | No | 27/// | |
| If no, specify type of entry docum | ent and work authorization | | |
| Have you even been convicted of | The state of the s | | |
| If yes, please give specifics | | | |
| Are there any felony charges pen | ding against you? No | | |
| If yes, please give specifics | 1 | 707 | |

| Have you ever served in the U.S. Mili | itary? Yes 🕅 No If yes, indicate b | ranch | |
|--|---|------------------------------|---|
| Dates of duty: From | JTo | Type of Discharge | e contract of the contract of |
| _ | ste Year Month Date Year sportation to enable you to get to work in a | | — 100000 |
| | | (5) | |
| motor vehicle available for your use? | uiring the use of an automobile or other mo | tor vehicle, do you have a o | driver's license and a |
| Are you licensed to drive a motor veh | nicle other than an automobile? Yes | No | |
| If yes, what type of license do you ho | ld? | | |
| Have you ever been employed by the | City of Wyandotte? X Yes No If ye | s, when? May 18, 20 | 17 - PRESENT |
| | or currently are, employed by the City of W | | |
| | s and dates: GREGORY KMZ7M M | | |
| | If yes, will you abide by the City's smoking p | | , AUCIGET ANITH Aug |
| | | | |
| | illegal drugs in the past five years? Yes | No No | |
| f yes, state which drugs and explain it | f you used, possessed or sold them | | |
| | | | |
| Have you ever been bonded on a job? | Yes No If yes, when? | 1123113 | 22 |
| A STATE OF THE STA | | | - 10 m |
| IN CASE OF AN ACCIDENT OR | EMERGENCY, PLEASE NOTIFY. | | |
| Name KAREN Km 274 | 220 | | |
| 42000 set of the second | CONT. PROMINE | e Number (| |
| ddress_ Street | ALLEN PARK | Mz. | 48/01 |
| Street | City | State | Zip |
| PERSONAL REFERENCES (No | ot former employers or relatives) | | |
| | and an individual state of the | | |
| | | | |
| Name and Occupation | | ARRIVA ARRANGA | |
| rearrie and Occupation | Address | Pho | ne Number |
| hristine the Downer, | | 0 2 | |
| NURSE | | | |
| ENEE BRENNAN, CONSTRUCTION MANAGER | | | - |
| OPHIA MULLINS, | | CANADA A | |
| DENTAL ASSISTANT | MRK, M.Z. 48/01 | | |



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

ALL SKILLS / DUTZES REQUIRED OF PART TIME EMPLOYEE

| Name of School | City/State | Degree | Major |
|---------------------------|----------------------------|--|--|
| ALLEN PARK HIGH SCHOOL | ALLEN ANRK, | H.S. DIPLOMA | |
| UNTUERSTTY | DETROIT, MI | WORKTAIG TOWNEDS BRINELORS | GAL HAULT ZOL |
| | | | |
| | HIGH SCHOOL WAYNE STATE | ALLEN PARK HIGH SCHOOL MI WAYNE STATE DETROIT, | MILEN PARK HIGH SCHOOL MI DIPLOMA WAYNE STATE DETROIT, WORKING |

| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | |
|--|--------------------------|------------------------------|--|
| Company Name CITY OF WYN | UDOTTE DPS Employee | from May 2017 | to RESENT |
| Address 4201 1374 | WYHNDOTTE | | 48192 |
| Street | City | State | Zip |
| Type of Business PUBLIC SERVICE | E Name of Supervisor GAR | r Ecczson | |
| Phone Number (734) 324-4580 | | | |
| Position PART TIME WORKER | | | OYED |
| Duties Performed ALL DUTTES | ASKED OF ME DUTTES | Gruen To Re | 7 Trut PS |
| If presently employed, may we contact your | | | |
| Company Name McDougl DS Address 10945 ALLEN RD | | from <u>April 2016</u> M2 | to May 2017 |
| Street | City | State | Zip |
| Type of Business Fust Food | Name of Supervisor Bown | ZE FALSE | |
| Phone Number (3/3) 386 - 940 | | | Little Committee |
| | | BETTER OPP | DR TO WITTE |
| Position CREW PERSON | Keason for leaving_ | 00.0. | 01 |
| Position CREW PERSON Duties Performed IALL DUTIES | | | |
| post profile | TN A FAST FOOD | ENVIRONM | |

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

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

APPLICANTS FOR UNION POSITIONS

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

Dated: 10/24/2018 Signature:

APPLICANTS FOR NON UNION POSITIONS

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

| I HAVE READ AND FULLY UNDE | RSTAND THE ABOVE STATEMENT AND CONDITION | NS OF EMPLOYMENT | |
|----------------------------|--|------------------|--|
| Dated: | Signature: | | |

OPERATOR

General Statement of Duties: Under supervision, to be responsible for the safe and efficient operation of assigned trucks/equipment, as qualified, some heavy and special automotive and power driven equipment; to perform a variety of public works activities; responsible public works construction and maintenance work; variety of cleaning, building and grounds maintenance; perform other related activities which may entail difficult, strenuous physical labor, and perform all other related work as required.

Supervision Received: Work is performed under the direction of a supervisor.

Required Certifications: Current CDL Class "B"

<u>Typical Examples of Work:</u> An employee in this class may be called upon to do any or all of the following: (These examples do not include all of the tasks which the employee may be expected to perform).

- Operate a truck in picking up and hauling rubbish, brush, concrete, sand, salt, snow, tools or other materials and equipment.
- Haul and spread stone on unpaved streets and alleys.
- Pick up and dispose of special debris as required.
- Operate tractor mower in cutting weeds and grass.
- Perform manual labor, load and unload trucks and assist in various public works repair and maintenance activities.
- Manipulate controls to operate equipment in a safe and efficient manner.
- Change various attachments on equipment and make field adjustments.
- · Pour and finish concrete, repair sidewalks and curbs.
- Servicing and making minor repairs and adjustments to automotive or other equipment and facilities.
- Drive and/or operate, snow plow, trucks, pumps, compressors and other power driven equipment and tools.
- · Operate snow plow and assist in snow removal operations.
- Rod, flush, clean and repair sanitary and storm sewer mains and laterals.
- · Lay brick in repairing manholes, catch basins and other masonry structures.
- Operate trucks, pumps, air compressors, pneumatic tools, power saws, roding machines, tractors, lawn mower, cement grinder, power driven grinder for brush, street sweeper, concrete saw, stump grinder, and other power driven equipment and tools including maintenance of same.
- · Perform trimming, planting, pruning of trees and shrubs.
- Maintaining public buildings and grounds, including wall washing, painting, cleaning lavatories, windows, and repairs.
- Install, repair and replace traffic, street and other signs.

- · Remove paint from signs and prepare surfaces to be painted.
- · Operate paint spraying and street line painting equipment.
- Perform any of a variety of tasks involving physical strength and agility, such as breaking, concrete and earth, digging holes and trenches, clean catch basins and related work.
- · Perform street patching and repair work.
- · Pick up rubbish, brush, special debris, garbage and other refuse as required.
- Cut grass and weeds, plant and care of landscaping and grounds maintenance.
- · Setting up, maintaining and cleaning recreation and other public facilities.
- · Assist in flooding and maintaining ice skating facilities.
- Dust, sweep, mop, wax and polish furniture and floors.
- Move records, furniture and equipment, as required.
- Perform a variety of maintenance tasks requiring familiarity with carpentry construction, electrical and minor mechanical repair.
- · Shovel, sweep or snow blow sidewalks to keep them free of ice and snow.
- · May operate and make minor adjustments to heating and ventilating equipment.
- Act as watchman or guard.
- Requisition and maintain cleaning and building maintenance supplies.
- · Lubricate, fuel and clean equipment.

Desirable Qualifications for Employment:

- · Ability to understand and follow oral and written instructions.
- Considerable knowledge and ability of maintenance requirements of various types of heavy and special automotive and power driven equipment including lubrication and repair activities.
- Considerable knowledge of traffic laws and ordinances and practices, involved in public vehicle operation.
- Familiarity with the streets and principal locations in the City.
- Ability to operate automotive and power driven equipment skillfully, safely and in accordance with all rules and regulations.
- Mechanical aptitude.
- Considerable knowledge of work methods, practiced and procedures involved in public works construction, maintenance and repair activities.
- Ability to perform heavy manual labor under all types of weather and other conditions.
- Considerable knowledge of and ability to perform minor maintenance tasks, including electrical, carpentry, plumbing and painting work.
- Good physical condition, stamina, agility and work effectively at considerable heights.
- Ability to establish and maintain satisfactory working relationships with the public and other employees.

OPERATOR #1

Operate plow, Sign truck and Roll Off

OPERATOR #2

Same as Operator #1, including Street Sweeper

OPERATOR #3

Same as Operator #2, including Loader

OPERATOR #4

Same as Operator #3, including Backhoe

OPERATOR #5

5 years seniority, same as Operator #4, including Roller

OPERATOR #6

6 years seniority, operate same as above

OPERATOR #7

7 years seniority, operate same as above

OPERATOR #8

8 years seniority, operate same as Operators number 1-7. Obtain Tanker Endorsement for Vactor, operate High Ranger, Grader.

OPERATOR #9

9 years seniority, operate same as Operator #8, including Bulldozer

OPERATOR #10

10 years seniority, operate same as Operator #9. Obtain Class A endorsement, include Semi

Revised

4-8-08

RESOLUTION

DATE: February 11, 2019

| RESOLUTION by Councilperson | | |
|--|---|--------------|
| BE IT RESOLVED that Council acknowledge Engineer regarding the hiring of a Lab Service; AND | | _ |
| BE IT FURTHER RESOLVED that the Labor/Equipment Operator at the Department of a physical and drug screen | artment of Public Service co | |
| I Move the adoption of the foregoing r | resolution. | |
| MOTION by Councilperson | | |
| SUPPORTED by Councilperson | | |
| <u>YEAS</u> | COUNCIL | <u>NAYS</u> |
| | Alderman Calvin DeSana Maiani Sabuda Schultz | |

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE:

January 28, 2019

AGENDA ITEM# 17

City Owned property at 3710 3rd Street, Wyandotte, Michigan ITEM:

PRESENTER: Mark A. Kowalewski, City Engineer Malkowski

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The property at 3710 3rd Street was purchased by the City via Wayne County Tax Foreclosure. This is a vacant lot that had been owned by Maynard Kirk. Mr. Kirk owns the adjacent commercial building at 3714 3rd Street. Mr. Kirk has agreed to pay the City \$5,060.40 (\$3,315.68 tax foreclosure amount including a 10% Administrative Fee and \$1,744.72 for the 2018 Taxes) to purchase this property.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods

ACTION REQUESTED: Authorize the Mayor and City Clerk to execute the Purchase Agreement and close on the property.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: Soundal

LEGAL COUNSEL'S RECOMMENDATION: Legal Department approved Purchase Agreement

MAYOR'S RECOMMENDATION: AND

LIST OF ATTACHMENTS: Purchase Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan Date:

BE IT RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer regarding the sale of 3710 3rd Street; AND

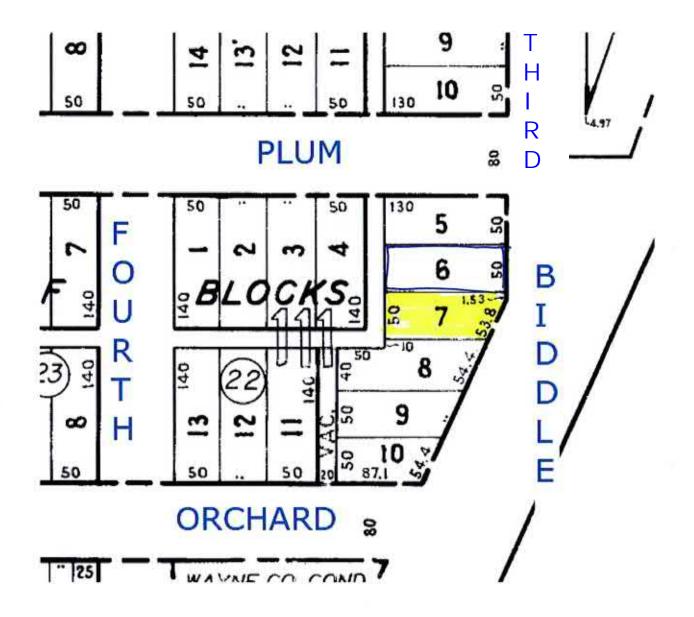
BE IT RESOLVED that Council accepts the offer from Maynard Kirk, to acquire the property known as 3710 3rd Street in the amount of \$5,060.40; AND

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.

OFFER TO PURCHASE REAL ESTATE

| Wyando | tte County, Michigan, described as follows: |
|--|---|
| | ks No. 111 and 132 Block 111 as recorded in Liber 1, Page 305 Wayne County Records being known as 3710 3 rd Street, together with all improvements and appurtenances, including al |
| nit and normit | hades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversio if any, now on the premises, and to pay therefore the sum of |
| Title of Title | usand Sixty Dollars and 40/100 (\$5,060,40) Dollars, subject to the existing |
| uilding and use r | estrictions, 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 Quit Claim Deed conveying the City's interest. Payment of purchase money is to be made in cash or certified check. |
| Cash Sale with New | 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 \$ |
| Mortgage | 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 purchase property and the premise 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 |
| | on theday 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 morteage according to the terms thereof. |
| Sale on | D. Payment of the sum of Dollars, in cash or certified check, and the execution of a |
| Land Contract | Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within months 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 ser 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 | 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 titl 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 | The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: vacant land |
| | If the Seller occupies the property, it shall be vacated on or before From the closing to the date of vacating property as agreed, SELLER SHALL PAY she sum of \$\frac{NA}{NA}\$ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$\frac{NA}{NA}\$ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the |

| Prorated Items | paid by the Seller. Current taxes, if at with no prorations (Insert of the municipality or taxing unit in which and adjusted as of the date of closing. | I have become a lien upon the land at the date of this ny, shall be prorated and adjusted as of the date of cone; "Fiscal Year" "Due Date." If left blank, Fiscal the property is located. Interest, rents and water Due dates are August 1 and December 1. irrevocable for fifteen (15) days from the date here. | osing in accordance if Year applies) basis of bills shall be prorated of, 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 | | | |
| Broker's Authorization | O The collectic hereby authorized t | to accept this offer and the deposit of0 2. P.A. of 1960 Sect. 13, (j) and applied on the pure | Dollars hase price if the sale is | |
| It is exp | associated become the described become | other provisions of this contract, the Purchaser shall n or to incur any penalty by forfeiture of earnest mo- user a written statement issued by the Federal Housin | ney deposits | |
| etting forth the which statement he Seller. The his contract wit It is fur | appraised value of the property for morty the Seller hereby agrees to deliver to the Purchaser shall, however, have the privil | gage insurance purpose of not less than S e Purchaser promptly after such appraised value stat ege and the option of proceeding with the consumm ed valuation made by the Federal Housing Commiss Seller that the additional personal property listed he | ement is made available to ation of ioner. | |
| ne respective po | arties. | nefit of the executors, administrators, successors an | BOVE described | |
| remises and is The closin | satisfied with the physical condition of s ig of this sale shall take place at the office | tructures thereon and acknowledges the receipt of a e of However, if a new morts | | |
| Quit Claim De the Seller and concerning sta- known as 3714 | ed and not a Warranty Deed. 3. Pure the City was issued a Quit Claim tus of title. 4. Contingent upon Purch: 3rd Street and all taxes owing on the p Closing to take place on or before Feb | Council approval, 2. Purchaser acknowledge the haser acknowledges City is conveying any interest Deed as a result of a tax foreclosure. City is a ser combining this property with property curroroperty at 3714 3rd Street, must be paid in full a pruary 22, 2019 | st it has in the property to nakes no representation ently owned by Purchase | |
| | | | | |
| | | | Purchaser | |
| | | Address 2041 Council, Lincoln Park, | Purchaser MI 48146 | |
| Dated | | Address 2041 Council, Lincoln Park, Phone: | Purchaser MI 48146 | |
| Receiv Paragraphs 8 ar | yed from the above named Purchaser to ad 9 above, or will be returned forthwith | | be applied as indicated | |
| Receiv Paragraphs 8 ar | BROKER'S A | Phone: CKNOWLEDGMENT OF DEPOSIT the deposit money above mentioned, which will after tender if the foregoing offer and deposit is dec | be applied as indicated lined. Broker | |
| Receis Paragraphs 8 ar Address Phone | BROKER'S A yed from the above named Purchaser t ad 9 above, or will be returned forthwith | Phone: ACKNOWLEDGMENT OF DEPOSIT the deposit money above mentioned, which will after tender if the foregoing offer and deposit is dec | be applied as indicated lined. Broker | |
| Receis Paragraphs 8 ar Address Phone | BROKER'S A yed from the above named Purchaser to ad 9 above, or will be returned forthwith as a co-operative sale on a | Phone: ACKNOWLEDGMENT OF DEPOSIT the deposit money above mentioned, which will after tender if the foregoing offer and deposit is dec By: basis with | be applied as indicated lined. Broker | |
| Receive Paragraphs 8 and Address This is To THE ABOV. The foliation of the sale price anconsummate perform the conhat one-half of the tone-half of the sale price. | BROKER'S A yed from the above named Purchaser to ad 9 above, or will be returned forthwith s a co-operative sale on a AN E NAMED PURCHASER AND BROKER: oregoing offer is accepted in accordance viservices rendered a commission of (b), which shall be due and payable at the d, at the time of Seller's election to refunditions of this offer; provided, however, f such deposit (but not in excess of the | CKNOWLEDGMENT OF DEPOSIT the deposit money above mentioned, which will after tender if the foregoing offer and deposit is dec By: basis with CCEPTANCE OF OFFER with the terms stated, and upon consummation Selle Dollars) (time set in said offer for the consummation of the side the deposit, or of Seller's or Purchaser's failure, that if the deposit is forfeited under the terms of see amount of the full commission) shall be paid to or | be applied as indicated lined. Broker r hereby agrees to pay per cent ale, or if inability or refusal to aid offer, the Seller agree | |
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| Receive Paragraphs 8 and Address This is The form The Broker for sof the sale price anconsummate perform the conhat one-half of etained by the | BROKER'S A red from the above named Purchaser of 9 above, or will be returned forthwith as a co-operative sale on a E NAMED PURCHASER AND BROKER regoing offer is accepted in accordance of services rendered a commission of (| By: basis with CCEPTANCE OF OFFER with the terms stated, and upon consummation Selle Dollars) (time set in said offer for the consummation of the sid the deposit, or of Seller's or Purchaser's failure, that if the deposit is forfeited under the terms of se amount of the full commission) shall be paid to dered. | be applied as indicated lined. Broker r hereby agrees to pay per cent ale, or if inability or refusal to aid offer, the Seller agrees to the seller agrees the seller | |
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| Receive Paragraphs 8 and Address This is The form The Broker for soft the sale price anconsummate or that one—half of the the things of the sale price anconsummate or the things of the sale price anconsum the things of the sale price and t | BROKER'S A red from the above named Purchaser to ad 9 above, or will be returned forthwith as a co-operative sale on a | CKNOWLEDGMENT OF DEPOSIT the deposit money above mentioned, which will after tender if the foregoing offer and deposit is dec By: basis with CCEPTANCE OF OFFER with the terms stated, and upon consummation Selle Dollars) (time set in said offer for the consummation of the said the deposit, or of Seller's or Purchaser's failure, that if the deposit is forfeited under the terms of see amount of the full commission) shall be paid to dered. acknowledges the receipt of a copy of this agreement City of Wyandotte: Joseph R. Peterson, Mayor | be applied as indicated lined. Broker r hereby agrees to pay per cent ale, or if inability or refusal to aid offer, the Seller agree of the sell | |
| Receive Paragraphs 8 and Address Phone This is TO THE ABOV. The form the content of the sale price anconsummate perform the content one—half of retained by the By the IN PRESENC | BROKER'S A red from the above named Purchaser to ad 9 above, or will be returned forthwith as a co-operative sale on a | CKNOWLEDGMENT OF DEPOSIT the deposit money above mentioned, which will after tender if the foregoing offer and deposit is dec By: basis with CCEPTANCE OF OFFER with the terms stated, and upon consummation Selle Dollars) (time set in said offer for the consummation of the sid the deposit, or of Seller's or Purchaser's failure, that if the deposit is forfeited under the terms of see amount of the full commission) shall be paid to dered. acknowledges the receipt of a copy of this agreement City of Wyandotte: Joseph R. Peterson, Mayor Lawrence S. Stee, City Clerk Address | be applied as indicated lined. Broker r hereby agrees to pay per cent ale, or if inability or refusal to aid offer, the Seller agree of the sell | |
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| Receive Paragraphs 8 and Address This is TO THE ABOV The form the sale price anconsummate perform the contract that one—half of the sale price that one—half of the sale price that one—half of the sale price that one—half of the sale price. By the By the Dated: | BROKER'S A yed from the above named Purchaser to ad 9 above, or will be returned forthwith s a co-operative sale on a E NAMED PURCHASER AND BROKER regoing offer is accepted in accordance viservices rendered a commission of (at the time of Seller's election to refunditions of this offer; provided, however, f such deposit (but not in excess of the Broker in full payment for services rendered accepted in the services rendered in the servic | CKNOWLEDGMENT OF DEPOSIT the deposit money above mentioned, which will after tender if the foregoing offer and deposit is dec By: basis with CCEPTANCE OF OFFER with the terms stated, and upon consummation Selle Dollars) (time set in said offer for the consummation of the sid the deposit, or of Seller's or Purchaser's failure, that if the deposit is forfeited under the terms of see amount of the full commission) shall be paid to dered. acknowledges the receipt of a copy of this agreement City of Wyandotte: Joseph R. Peterson, Mayor Lawrence S. Stec, City Clerk Address Phone | be applied as indicated lined. Broker ar hereby agrees to pay per cent ale, or if inability or refusal to aid offer, the Seller agree of the sel | |



3710 3RD -LOT 7 PLAT OF BLOCKS NO. 111 AND 132 BLOCK 111 T3S R11E L1 P305 WCR OWNED BY THE CITY OF WYANDOTTE LOT SIZE: 53.8' X 130'

3714 3RD - LOT 6 PLAT OF BLOCKS NO. 111 AND 132 BLOCK 111 T3S R11E L1 P305 WCR OWNED BY MAYNARD KIRK LOT SIZE: 50' X 130'

RESOLUTION

DATE: February 11, 2019 RESOLUTION by Councilperson _____ BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the sale of 3710 3rd Street; AND BE IT RESOLVED that Council accepts the offer from Maynard Kirk, to acquire the property known as 3710 3rd Street in the amount of \$5,060.40; 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**

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: January 28, 2019

AGENDA ITEM # 18

ITEM: Sale of Former 1068-1096 Biddle Avenue, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer Mod Hound

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: At the October 8, 2018, Council Meeting, Council approved the Solicitation for Request for Proposals (RFP) for the Sale of the Former 1068-1096 Biddle Avenue. Based on the Council Resolution a "For Sale" sign was placed on the property, the RFP was posted to MITN, the RFP was posted on the City's Website Site, and the RFP was available on the Engineering and Building Department's counter. The MITN Website indicates that the RFP notification was sent to 410, registered builders, architects, and construction companies and eleven (11) companies downloaded the RFP (see attached summary). Approximately 20 people picked up the RFP from the Engineering and Building Department's counter.

On November 19, 2018, the proposals were opened by the City Clerk and the City received one (1) proposals from Goodell Properties, LLC, Tony Pizzo, President, for the construction of a one (1) story building, with four (4) units consisting of approximately 1,730 square feet in each unit, brick exterior and attached garage for each unit. This development is similar to the development on Eureka and 11th Street. Goodell Properties, LLC's bid price is \$40,000. This bid price is \$65,400 below the recommended purchase price of \$105,400. (The approved Specifications state offers less than \$105,400 may be considered at the discretion of the City.) City Staff met with Goodell Properties, LLC and all agreed on a sales price of \$55,000.00

The recommendation is to accept the proposal from Goodell Properties, LLC in the amount of \$55,000 and authorize the Mayor and City Clerk to execute the Sales Agreement as approved by the Department of Legal Affairs. Goodell Properties, LLC's proposal is the highest and best use of the property, quality materials will be utilized, and is harmonious with the adjacent properties. Mr. Pizzo has past experience with construction and is ready to start the project within the time frames of the Purchase Agreement.

If you concur with this recommendation, also attached is a rezoning application to rezone the property from B-2 (General Business District) to R-1A (Multiple Family Residential District) which will need to be forwarded to the Planning Commission for the required public hearing.

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.

ACTION REQUESTED: Concur with recommendation of the City Engineer to accept the proposal from Goodell Properties, LLC in the amount of \$55,000 and forward the rezoning application to the Planning Commission.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

<u>IMPLEMENTATION PLAN:</u> If rezoning is approved, close on property and monitor construction in accordance with the Purchase Agreement.

COMMISSION RECOMMENDATION: N/A

| CITY ADMINISTRATOR'S RECOMMENDATION: SQ. | pdal |
|--|------|
|--|------|

LEGAL COUNSEL'S RECOMMENDATION: Reviewed Agreement - Approved as to Form W. Look

MAYOR'S RECOMMENDATION: ARR.

LIST OF ATTACHMENTS: Council Resolution Dated 10/8/18; Purchase Agreement; Rezoning Application; MITN Summary

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 1068-1096 Biddle 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 1068-1096 Biddle to Goodell Properties, LLC in the amount of \$55,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser(s), Goodell Properties, LLC 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 Forty-Four Thousand (\$44,000.00) 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 1068-1096 Biddle, between Goodell Properties, LLC and the City of Wyandotte for \$55,000 as presented to Council; AND

BE IT RESOLVED that the rezoning application for said property be forwarded to the Planning Commission for the required public hearing.

I move the adoption of the foregoing resolution.

OFFER TO PURCHASE REAL ESTATE

| Wyando | |
|---|--|
| EE ATTACHM ogether with all is vindows and stor | ENT A FOR LEGAL DESCRIPTION being known as Former 1068-1096 Biddle Street, improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm doors, screens, awnings, TV antenna, gas conversion unit and permit |
| any, now on the xisting building | premises, and to pay therefore the sum of Fifty-Five Thousand (\$55,000.00) Dollars, subject to the and use restrictions, easements, and zoning ordinances, if any, upon the following conditions; THE SALE TO BE CONSUMMATED BY: A |
| Cash | (Fill out one of the four following paragraphs, and strike the remainder) A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be |
| Sale | made in cash or certified check. |
| Cash Sale with New Mortgage | 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 nortgage 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 nortgage 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 finds 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 | D. Payment of the sum of |
| Land | in cash or city check, and the execution of a Land Contract acknowledging payment of that sum and calling for |
| Contract | the payment of the remainder of the purchase money within cars 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 ser 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 | 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 | 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 | 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 |
| Objections | 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 titl 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 | The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: None |
| | 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 \$ NA . |
| | per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ NA . |

| Taxes and Prorated Items | paid by the Seller. Current taxes with <u>due date</u> (Insert of municipality or taxing unit in whadjusted as of the date of closing 8. It is understood that this of by the Seller within that time, the the Seller, the Purchaser agrees to | s, if any, shall be prorated and adjusted as of the date of closing in accordance one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the sich the property is located. Interest, rents and water bills shall be prorated and p. Due dates are August 1 and December 1. Fer is irrevocable for fifteen (15) days from the date hereof, and if not accepted the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the complete the purchase of said property within the time indicated in Paragraph | | | |
|---|--|---|--|--|--|
| Broker's Authorization | The seller is hereby authorized to accept this offer and the deposit of \$1,000.00 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. | | | | |
| It is expose complete the por otherwise unlessetting forth the awhich statement the Seller. The Pthis contract with It is furt of \$ | urchase of the property described a ss the Seller has delivered in the pu appraised value of the property for the Seller hereby agrees to deliver urchaser shall, however, have the pout regard to the amount of the app her understood between Purchaser ants herein shall bind and inure to the rices. | any other provisions of this contract, the Purchaser shall not be obligated herein or to incur any penalty by forfeiture of earnest money deposits urchaser a written statement issued by the Federal Housing Commissioner mortgage insurance purpose of not less than \$ | | | |
| Purchasers will e | xecute said mortgage at the bank | However, if a new mortgage is being applied for mortgage company from which the mortgage is being obtained. additional Paragraphs 12 through 20 and Signatures | | | |
| | | 31.8 | | | |
| IN PRESENCE C | DE: | Purchaser | | | |
| | | LS | | | |
| | | Purchaser | | | |
| 1 | _ | Address | | | |
| Dated | | Phone: | | | |
| Paragraphs 8 and Address Phone | 19 above, of will be returned forth | aser the deposit money above mentioned, which will be applied as indicate with after tender if the foregoing offer and deposit is declined. Broker By: | | | |
| This is | a co-operative sale on a | basis with | | | |
| The for the Broker for so of the sale price, unconsummated perform the con that one-half of retained by the I closing. | ervices rendered a commission of (), which shall be due and payable a , at the time of Seller's election to ditions of this offer; provided, how such deposit (but not in excess of Broker in full payment for services | ance with the terms stated, and upon consummation Seller hereby agrees to pay | | | |
| | | L. | | | |
| IN PRESENCE | OF: | Sell. | | | |
| | | Sett | | | |
| YOU HE SKID! | | 3 (1)(2)(1)(2) | | | |
| Dated: | PURCHAS | Phone SER'S RECEIPT OF ACCEPTED OFFER | | | |
| The un Purchase. | dersigned Purchaser hereby ackno | whedges the receipt of the Seller's signed acceptance of the foregoing Offer to | | | |
| Dated | | \ L | | | |
| | | Purchaser | | | |

ADDENDUM TO OFFER TO PURCHASE REAL ESTATE

- 12. The closing for this Agreement will be on or before May 15, 2019. The closing is contingent upon the Purchaser(s) obtaining from Seller(s) the required building permit, issued by the Engineering and Building Department for the construction of the following:
 - One (1) Story building, with four (4) units consisting of approximately 1,730 square feet in each unit as indicated on Attachment B.
 - Exterior will be brick.
 - Attached garage for each unit. NOTE: Garage cannot extend more than 3 feet in front of the living quarters of the home.
- 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) within 365 days from the date of closing. "Undertaking development" is defined as: the completion of a foundation 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 four (4) units with all of the requirements described in Paragraph 12.

Failure to undertake development within 180 days of closing as defined in this Paragraph will results in Seller's right to repurchase property including any improvements at the sum of Forty-Four Thousand (\$44,000.00) 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 Fifteen Thousand Dollar and 00/100 (\$15,000.00) will be required to be executed by the Purchaser(s) at time of closing. See Attachment C.

- The City will request rezoning of the property from B-2 (General Business District) to RM-1A (Multiple Family Residential District). If rezoning is not approved, this Agreement will be voided.
- 15. 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.
- 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.
- 17. Dirt shall be removed from the site at the Purchaser's expense.
- 18. 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.
 - On September 4, 1998, Dziraman/Associates, P.C., completed a Leaking Underground Storage Tank Closure Report which was submitted, on behalf of the City of Wyandotte, to the State of Michigan. A copy of the Closure Report is Attachment C.
- 19. 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 and before establishment of turf after construction. 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 shall be protected by the Excavator. Said notification shall be delivered not less than 10 days prior to the scheduled starting date of the excavation.

Further Purchaser will be required to provide turf establishment before Final Certificate of Occupancy/Approval will be issued. (NOTE: Sod, seed and mulch blankets or hydro-seed will be acceptable means of turf establishment.)

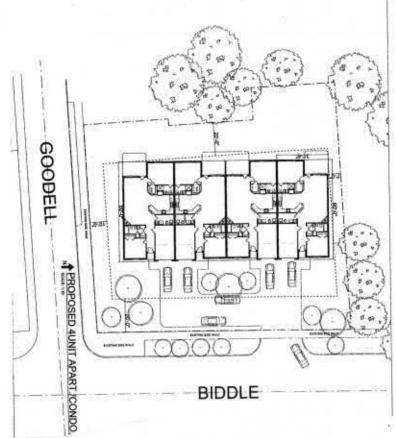
20. This Agreement is subject to the approval of the Wyandotte City Council.

| Antonino Pizzo, President 349 Antoine, Wyandotte, MI 48192 | |
|---|-----|
| Dated: | |
| CITY OF WYANDOTTE, Seller | |
| Joseph R. Peterson, Mayor | |
| Lawrence S. Stec, City Clerk 3200 Biddle Avenue, Wyandotte, Michigan 481 Dated: | 192 |

ATTACHMENT A

Easterly 125 feet of Lot 3, except the south 50 feet thereof, Also Easterly 125 feet of Lot 4, the Easterly 130.95 feet of Lot 5, and the Easterly 146.05 feet of Lot 6, The Estate of Joseph Goddell Deceased Subdivision as recorded in Liber 21 Page 16 Wayne County Records.

Known as the former 1068 Biddle and Former 1096 Biddle





TYPICAL UNIT



PROPOSED FRONT ELEVATION

Irrevocable Letter of Credit

| Dated: |
|---|
| City of Wyandotte, a Michigan Municipal Corporation, 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("Beneficiary") |
| Goodell Properties, LLC, a Michigan Limited Liability Company, hereby provides this standby Irrevocable Letter of Credit in favor of the City of Wyandotte, a Michigan Municipal Corporation, for the amount not to exceed the aggregate of U.S. Fifteen Thousand (\$15,000.00) dollars, effective immediately and expiring on, 20, relative to the performance by Goodell Properties, LLC under the Purchase Agreement approved by the City of Wyandotte City Council at a meeting on, 20, (and which is dated 20, |
| attached), for the purpose of undertaking development defined as: the completion of a foundation and backfilling verified by inspection and permit issued by the Engineering and Building Department for the construction of four (4) unit building on or before and completing the construction as defined as obtaining a |
| final Certificate of Occupancy from the Engineering and Building Department on or before 20, at, Wyandotte, |
| Michigan. |
| Funds under this Letter of Credit shall be deposited with the City of Wyandotte's Treasurer on, 20, |
| The entire amount of funds will be available for release to Beneficiary when a request is submitted to the City Treasurer accompanied by an "Affidavit of Default" duly signed by the Wyandotte City Engineer (or other person designated via a duly adopted resolution of the Wyandotte City Council), stating that ("Purchaser"): (i) Has not faithfully performed all of the terms of the Executed Purchase Agreement regarding undertaking development or completing construction |
| (ii) Each instance of non-compliance will require the release of Seven Thousand Five Hundred (\$7,500.00) dollars to Beneficiary. |
| In the event that <u>Goodell Properties</u> , <u>LLC</u> complies with all provisions of the above referenced Purchase Agreement on or before, then the City Engineer shall so notify the City Treasurer and the funds shall be paid to the <u>Goodell Properties</u> , <u>LLC</u> . |
| The undersigned verify they are the sole members of <u>Goodell Properties</u> , <u>LLC</u> and represent no one else is required to sign this Agreement pursuant to the terms of the Operating Agreement for the LLC. |
| Very truly yours, |
| By: Antonino Pizzo, President |

Supplier Activity by Solicitation Report Executed By: Jesus Plasencia Report Executed On: 12-06-2018 16.09.05 PM

Solicitation Number: File No. 4747

| MI 48192 | File No. 4747 Sale of Former 1068-1096 Bid | Solicitation Number Little | | |
|----------|---|----------------------------|--------------------------|----------|
| | dotte, | | Pub | |
| | | 1 | oublication | |
| | 11-19-2018 | - | Closing | |
| | Cigsed | Clark | Status | |
| 410 | | 440 | Notified | |
| 717 | ; | 44 | Document/ Plan Takers | All S |
| c | | 0 | Submitted | uppliers |
| | • | 11 | documents | |

Print

h/rezon.doc

Residential: \$200.00 Commercial: \$300.00

Plan Development \$1,000.00

CITY OF WYANDOTTE 3200 Biddle Avenue Wyandotte, Michigan 48192 734.324.4551

APPLICATION FOR REZONING

INSTRUCTIONS TO APPLICANT: Application must be submitted to the Department of Engineering and Building on Monday before 5:00 p.m. to be placed on the next Council Agenda. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, requested zoning and a review of the site plan if required.

The Honorable Mayor and City Council:

| | d is located at <u></u> | ormer 1068-1096 Biddle STREET ADDRESS | between Goddard |
|--|--|---|--|
| and Goodell on the street of See attached | | | |
| Lot Size | | | |
| The property is owned by: | | | |
| Name City of Wyandotte | | Street Address | 3200 Biddle Avenue |
| City Wyandotte | | State MI | Zip 48192 |
| Phone # 734-324-4555 | | | |
| PRESENT ZONING: B-2 (Genera | l Business) | REQUESTED ZO | NING: R-1A (Multiple Family Res.) |
| | | | |
| It is proposed that the property v | | | |
| Proposed construction of a four (4) un | nit residential build | ing | |
| | | | |
| | | | |
| **REQUIRED FOR P-1 or RM-1A* Attached hereto are three and the intended layout. These p | (3) prints of a s | ite plan showing the lot a part of this petition ar | (s) or parcel(s) under petition, and are drawn to scale. |
| Attached hereto are three and the intended layout. These particularly **OPTIONAL** | (3) prints of a s prints are made t hereto indicating ent of substantia | a part of this petition ar ig why, in our opinion, t I property rights, and w | nd are drawn to scale. The change requested is necessar The hy such change will not be |
| Attached hereto are three and the intended layout. These partial actions are three and the intended layout. These partial actions are three partial actions are three preservation and enjoyments. | (3) prints of a s prints are made t hereto indicating ent of substantia | a part of this petition ar ig why, in our opinion, t I property rights, and w | nd are drawn to scale. The change requested is necessar thy such change will not be ated in the vicinity thereof. |

RESOLUTION

DATE: February 11, 2019 RESOLUTION by Councilperson BE IT RESOLVED that the communication from the City Engineer regarding the City owned property located at former 1068-1096 Biddle 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 1068-1096 Biddle to Goodell Properties, LLC in the amount of \$55,000.00; AND BE IT FURTHER RESOLVED that if the Purchaser(s), Goodell Properties, LLC 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 Forty-Four Thousand (\$44,000.00) 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 1068-1096 Biddle, between Goodell Properties, LLC and the City of Wyandotte for \$55,000 as presented to Council; AND BE IT RESOLVED that the rezoning application for said property be forwarded to the Planning Commission for the required public hearing. I Move the adoption of the foregoing resolution. MOTION by Councilperson SUPPORTED by Councilperson YEAS **COUNCIL NAYS** Alderman

> Calvin DeSana Maiani Sabuda Schultz

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: January 28, 2019

AGENDA ITEM #19

Sale Former 1756-1762 4th Street for Construction of a new Single Family Home ITEM:

PRESENTER: Mark A. Kowalewski, City Engineer Mod Konnel

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The sale of this property to Mr. and Mrs. Armiak was approved by City Council on November 12, 2018. Mr. and Mrs. Armiak are purchasing the property for the construction of a new single family home. An Amendment to the Purchase Agreement is required to 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 it 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: Soundard

LEGAL COUNSEL'S RECOMMENDATION: Approved as to form. W. Look

MAYOR'S RECOMMENDATION: ALP.

LIST OF ATTACHMENTS: Amendment to Purchase Agreement; Council Resolution dated 11/12/18

MODEL RESOLUTION:

| RESOLUTION | | Wyandotte, Michigan Date: January 28, 2019 | |
|---|---|---|--------|
| RESOLUTION by Council | person_ | | |
| | | I concurs with the recommendation from the City Engi or the sale of former 1756-1762 4 th Street; AND | neer |
| BE IT FURTHER RESOL' Purchase Agreement as sub | | zes the Mayor and City Clerk to execute the Amendme | ent to |
| I move the adoption of the | foregoing resolution. | | |
| MOTION by Councilperso | n | | |
| Supported by Councilperso | on | | |
| YEAS | COUNCIL Alderman Calvin DeSana | NAYS | |
| | Maiani Sabuda Schultz | | |

FIRST AMENDMENT TO PURCHASE AGREEMENT BETWEEN THE CITY OF WYANDOTTE AND SCOTT ARMIAK AND SUSAN ARMIAK

The Purchase Agreement dated November 12, 2018, for the property located at Former 1756-1762 4th Street, now known as 1760 4th Street, Wyandotte, Michigan hereby amend Paragraph 12 to read:

- 12. 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 1,800 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.
 - Home must meet all current zoning requirements.

All other terms and conditions shall remain in full force and effect.

Dated this 23 day of January , 2019.

In the Presence of:

Purchasers:

Scott Armiak, a Married Man

Susan Armiak, a Married Woman

Seller: City of Wyandotte

Joseph R. Peterson, Mayor

Lawrence S. Stec, City Clerk

CITY OF WYANDOTTE, MICHIGAN CERTIFIED RESOLUTION 2018-472

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: November 12, 2018

MOVED BY: Councilperson Calvin

SUPPORTED BY: Councilperson Sabuda

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 1756-1762 4th 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 1756-1762 4th Street to Scott and Susan Armiak in the amount of \$10,000.00; AND BE IT FURTHER RESOLVED that if the Purchaser(s), Scott and Susan Armiak 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 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 1756-1762 4th Street, between Scott and Susan Armiak and the City of Wyandotte for \$10,000 as presented to Council.

Motion unanimously carried.

ABSENT: Councilpersons Alderman, DeSana

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 November 12, 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

RESOLUTION

DATE: February 11, 2019 RESOLUTION by Councilperson BE IT RESOLVED that Council concurs with the recommendation from the City Engineer regarding the Amendment to Purchase Agreement to clarify the brick foundation for the sale of former 1756-1762 4th Street; 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**

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: January 28, 2019

AGENDA ITEM #20

ITEM: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: On January 14, 2019, the Council held the required public hearing to receive comments on the transferring of 2017-2018 and 2018-2019 Community Development Block Grant (CDBG) Program Funds. No comments were received. Therefore, the following is recommended for approval:

| YEAR | ACTIVITY | AMOUNT | |
|-------------|---|-------------|--|
| 2017-2018 | Street Improvements 17-34-03K Track/Block Group 5809-003 | \$99,841.50 | |
| 2017-2018 | Roof Replacement Copeland Center 17-34-14A | \$ 0.00 | |
| 2018-2019 | Street Improvements 18-34-03K Track/Block Group 5809-003 | \$32,435.00 | |
| 2018-2019 | Roof Replacement Copeland Center | \$58,500.00 | |

If you concur, the Applications will be completed and filed with Wayne County.

STRATEGIC PLAN/GOALS: We are committed to maintaining and developing excellent neighborhoods by matching tools and efforts to the conditions in city neighborhoods; tracking infrastructure conditions in all neighborhoods. The city will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement; continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Adopt a Resolution concurring with the requested transfer of CDBG Funds.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The grant allows for reimbursement of the City monies spent as part of the CDBG Program. Upon final approval \$58,500 spent from Act 51 Roads Account No. 203-440-825-460 will be deducted and posted to CDBG Fund Account to be determined.

IMPLEMENTATION PLAN: Complete application

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: Spundal.

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Resolution

PROPOSED RESOLUTION

RESOLVED BY THE City Council that on January 14, 2019, a public hearing was held to hear comments on the transferring of 2017-2018 and 2018-2019 Community Development Block Grant Program (CDBG); AND

WHEREAS the Council received no comments: AND

BE IT REOSLVED THAT the City Engineer hereby recommends the following projects:

| YEAR | ACTIVITY | AMOUN | VT |
|-----------|---|-------|--------|
| 2017-2018 | Street Improvements 17-34-03K Track/Block Group 5809-003 | \$99, | 841.50 |
| 2017-2018 | Roof Replacement Copeland Center 17-34-14A | \$ | 0.00 |
| 2018-2019 | Street Improvements 18-34-03K Track/Block Group 5809-003 | \$32, | 435.00 |
| 2018-2019 | Roof Replacement Copeland Center | \$58, | 500.00 |

BE IT FURTHER RESOLVED that the Final Statement of funding be published in the News Herald.

I move the adoption of the foregoing resolution.

| MOTION by | Councilpers | on | A | |
|--------------|---------------|--|------|--|
| Supported by | y Councilpers | son | | |
| | YEAS | COUNCIL Alderman Calvin DeSana Maiani Sabuda Schultz | NAYS | |

RESOLUTION

DATE: February 11, 2019

| RESOLUTION by C | Councilperson | | | |
|---|---|---|--|--------|
| BE IT RESOLVED transferring of 2017 (CDBG); AND | that on January 14 -2018 and 2018-20 | 4, 2019, a public hearing was held 19 Community Development B | ld to hear comments of Block Grant Program | on the |
| WHEREAS the Cou | ncil received no c | omments: AND | | |
| BE IT RESOLVED | THAT the City E | ngineer hereby recommends the | following projects: | |
| <u>YEAR</u> | <u>ACTIV</u> | <u>VITY</u> | AMOUNT | |
| 2017-2018 | Street Improvements 17-34-03K Track/Block Group 5809-003 | | \$99,841.50 | |
| 2017-2018 | Roof Replaceme | ent Copeland Center 17-34-14A | \$ 0.00 | |
| 2018-2019 | Street Improvements 18-34-03K Track/Block Group 5809-003 | | \$32,435.00 | |
| 2018-2019 | Roof Replacement Copeland Center | | \$58,500.00 | |
| BE IT FURTHER R Herald. | ESOLVED that th | ne Final Statement of funding be | e published in the Nev | vs |
| I Move the adoption | of the foregoing i | resolution. | | |
| MOTION by Counc | ilperson _ | | | |
| SUPPORTED by Co | ouncilperson _ | | | |
| | <u>YEAS</u> | <u>COUNCIL</u> | <u>NAYS</u> | |
| | 11110 | | 11110 | |
| | | Alderman Calvin | | |
| | | DeSana | | |
| | | Maiani Sabuda | | |
| | | Schultz | | |

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: February 11, 2019

AGENDA ITEM # 21

ITEM: File No. 4751 Building Interior Environmental Response Activities at 1213 Grove Street

PRESENTER: Mark Kowalewski, City Engineer Mul Kembe

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski, City Engineer

<u>BACKGROUND</u>: Bids for File No. 4751 Building Interior Environmental Activities at 1213 Grove were opened and read aloud on January 7, 2019. Attached is the Bid Opening Summary for this project.

The undersigned recommends acceptance of the proposal from TSP Services, Inc., Redford, Michigan, in the amount of \$73,954.00 as being the best bid received meeting specifications.

The project will be partially funded with a Subgrant of \$100,000 from the Downriver Community Conference Brownfield Consortium (DCCBC) Revolving Loan Fund (RLF). The grant requires the City to pay 20% of the cost. Approval of award will be subject to the DCCBC and Environmental Protection Agency (EPA).

The Resolution also authorizes TSP Services, Inc., to sign contracts with municipal Services to turn on utilities in their name during the duration of their work.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents.

ACTION REQUESTED: Approve award of contract to TSP Services, Inc., for the amount of \$73,954.00.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 492-200-850-519 TIFA Acquisition

IMPLEMENTATION PLAN: If approved by Council, authorize Mayor and Clerk to sign contract.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Spundal

LEGAL COUNSEL'S RECOMMENDATION: Reviewed Bid Sheet W. Look

MAYOR'S RECOMMENDATION: All.

LIST OF ATTACHMENTS: Bid Summary

MODEL RESOLUTION:

| RESOLUTION | | Wyandotte, Michigan Date: |
|---|----------|---|
| RESOLUTION by Councilperson | | |
| RESOLVED by the City Council that regarding File No. 4751 Building Interior | | h the recommendation of the City Enginee es at 1213 Grove; AND |
| | | nigan, in the amount of \$73,954.00 paid from conmental Activities at 1213 Grove.; AND |
| BE IT FURTHER RESOLVED that the approval by the DCCBC and the EPA in | | are authorized to execute the Agreement afte ogrant Agreement; AND |
| BET IT FURTHER RESOLVED that Services to turn on utilities in their name | | authorized to sign a contract with Municipa neir work. |
| I Move the adoption of the foregoing reso | olution. | |
| MOTION by Councilperson | | |
| SUPPORTED by Councilperson | | |
| YEAS | COUNCIL | <u>NAYS</u> |
| | Alderman | : |
| | Calvin | - |
| | DeSana | <u></u> |
| | Maiani | |
| | Sabuda | · |
| - | Schultz | - |

| | | | OF WYANDOTTI | | | |
|----|---|---|--------------|-------------------------------|----------------------|-----------|
| | Bid #: Bid Description: Bid Date: | ENVIRONM | ENTAL WORK | | GROVE | |
| | Bidder/ Business Name | Address (City, State) | Amount | Check #/ Bid Bond (Y/N) | Check Return Date | Signature |
| 1 | | 13040 MERLUMAN SHITE 200 LIVONIA MI 48150 | F 143/38 00 | BE | | |
| 2 | TSP Environmental | 25000 CAPITOL REDFORD MI 48239 | 73,954 = | 0/8 | | |
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RESOLUTION

DATE: February 11, 2019 RESOLUTION by Councilperson _____ RESOLVED that Councils concurs with the recommendation of the City Engineer regarding File No. 4751 Building Interior Environmental Activities at 1213 Grove; AND APPROVES the hiring of TSP Services, Inc., of Redford, Michigan, in the amount of \$73,954.00 paid from account 492-200-850-519 to complete the Building Interior Environmental Activities at 1213 Grove.; AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Agreement after approval by the DCCBC and the EPA in accordance with the Subgrant Agreement; AND BET IT FURTHER RESOLVED that TSP Services, Inc., is authorized to sign a contract with Municipal Services to turn on utilities in their name during the duration of their work. I Move the adoption of the foregoing resolution. MOTION by Councilperson SUPPORTED by Councilperson **YEAS COUNCIL NAYS** Alderman Calvin **DeSana** Maiani

> Sabuda Schultz

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

February 11, 2019 MEETING DATE:

AGENDA ITEM# 22

1213 Grove Street, Wyandotte: Hire TTL Associates, Inc. Environmental Consulting ITEM:

PRESENTER: Mark A. Kowalewski, City Engineer Man Hound

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City purchased the property at 1213 Grove Street, the former Detroit Tubular Rivet Site, for non-payment of the taxes. On March 5, 2018, City Council approved acceptance of a Subgrant of \$100,000 from the Downriver Community Conference Brownfield Consortium (DCCBC) Revolving Loan Fund (RLF). The grant requires the City to pay 20% of the cost. This grant will complete the environmental activities (asbestos abatement and hazardous/regulated materials removal) including decontamination of building interior surfaces. A public hearing was held on November 19, 2018, with the public comment period ending on December 7, 2018, to hear comments on the Brownfield Alternatives, Community Relations Plan (CRP) and Cleanup Work Plan. No comments were received.

Now, the City is ready to start the clean-up process on the property. Therefore, attached for your approval is a Proposal for Services with TTL Associates, Inc. to provide environmental consulting services to facilitate the completion of the site building remediation per the requirements of the RLF sub-grant in the amount of \$21,000. The City will be responsible for 20% of this cost in the amount of \$4,200.

Also, attached is an Addendum to the RLF Sub-Grant Agreement to extend the time frame six (6) months.

The City Attorney has advised that there is a limitation of liability, but based on the type of services this Agreement is recommended for approval. If you concur with this recommendation, the attached Resolution will authorize the Mayor and City Clerk to execute the Agreement for Services.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan.

ACTION REQUESTED: Authorize the Mayor and City Clerk to execute the Agreements for 1) Services between the City and TTL Associates, Inc. 2) Addendum to the RLF Grant with DCCBC.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 492-200-850-519 TIFA Land Acquisition

IMPLEMENTATION PLAN: Execute Agreement for Service with TTL Associates, Inc.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: Soupdal

LEGAL COUNSEL'S RECOMMENDATION: Agreement has significant limitation of liability of \$50,000. W. Look

MAYOR'S RECOMMENDATION: ALR.

LIST OF ATTACHMENTS: Agreement for Services with TTL and Addendum to the RLF Grant

MODEL RESOLUTION:

| RESOLUTION | | Wyandotte, Michigan Date: |
|----------------------------|--|---|
| RESOLUTION by Council | person | |
| | tivities at 1213 Grove, Wy | ne communication from the City Engineer regarding the vandotte, former Detroit Tubular Rivet Site, is hereby |
| environmental consulting s | services to facilitate the co | commendation to hire TTL Associates, Inc. to provide mpletion of the site building remediation at 1213 Grove ub-grant in the amount of \$21,000 from account 492-200- |
| | | ty Clerk are authorized to execute the Agreement for and the Addendum with the DCCBC for RFL Grant |
| I move the adoption of the | foregoing resolution. | |
| MOTION by Councilperso | on | |
| Supported by Councilperso | on | |
| YEAS | COUNCIL Alderman Calvin DeSana Maiani Sabuda Schultz | NAYS |



1915 North 12th Street Toledo, OH 43604-5305 T 419-324-2222 F 419-241-1808 www.ttlassoc.com

January 3, 2019

TTL Proposal No. 915808

Mr. Mark Kowalewski City of Wyandotte 3200 Biddle Avenue, Suite 200 Wyandotte, Michigan 48192

Proposal for Services
Building Interior Environmental Response Activities
Plans, Specifications and Oversight
US EPA Revolving Loan Fund Sub-Grant
Former Detroit Tubular Rivet Facility
1213 Grove Street
Wyandotte, Michigan

Dear Mr. Kowalewski:

TTL Associates, Inc. (TTL) is pleased to provide this proposal to the City of Wyandotte (the City) to conduct environmental consulting services associated with a \$100,000 United States Environmental Protection Agency (USEPA) Revolving Loan Fund (RLF) sub-grant from Downriver Community Conference Brownfield Consortium (DCCBC) to the City for building interior environmental remediation activities at the referenced site. The City intends to prepare the vacant, 53,000 square foot industrial building at the site so that it can be marketed for sale and renovation by a private developer for light industrial reuse.

The services proposed herein will be conducted in association with the planned environmental remediation activities to be conducted for the site building. The objective of the remediation is to remove hazardous materials within the site building as part of the City's site preparation activities. The proposed remediation efforts generally include cleaning visually impacted interior surfaces; removal of asbestos containing building materials (ACM), aboveground storage tanks (ASTs), wastewater treatment equipment and debris; and backfilling pits.

The remediation activities will be funded by the RLF sub-grant; therefore, must be conducted in accordance with USEPA requirements. USEPA RLF requirements for this project include evaluating alternative remediation options for effectiveness and cost in an Analysis of Brownfield Cleanup Alternatives (ABCA) document. The ABCA document must be submitted to the USEPA and kept on file in a City of Wyandotte document repository for public review during a 30-day Public Comment Period prior to final selection of the remediation method. Other required documents that must be submitted to USEPA and/or Michigan Department of Environmental Quality (MDEQ) and made available in the document repository include a Community Relations Plan (CRP), and an Equivalency Analysis (EA). These documents were prepared on behalf of the DCCBC under a separate contract and made available during the recently ended (December 7, 2018) Public Comment Period.

In addition, a Memorandum of Decision (MOD) will be prepared on behalf of the DCCBC, under a separate contract to the DCCBC.

BACKGROUND

From at least 1937 to 1940, the southwestern portion of the site was occupied by a residence; the remainder of the site was unimproved. The site was vacant of structures from the late 1940s until the development of the site in 1963 with the current light industrial/manufacturing building, and several subsequent building additions. Detroit Tubular Rivet occupied the site from 1963 until filing for bankruptcy in December 2010 and ceasing site operations in August 2011. Detroit Tubular Rivet manufactured bolts, nuts, rivets and other small parts, and provided electroplating services at the site. The site building has been vacant since August 2011.

In January 2012, the MDEO identified that the site was abandoned, with signs of trespassing, and requested assistance from the U.S. EPA to address the environmental hazards identified at the site. U.S. EPA inspected the site, found 300 drums, totes and small containers within the site Hazardous substances, including cyanide, acids and methylene chloride, were identified in the containers. The U.S. EPA concluded that the site posed an "imminent and substantial threat to human health and the environment" and initiated emergency actions to remove the waste containers. The removal actions were conducted in May and June 2012 and focused on the removal of imminent hazards posed by the drums/containers of abandoned materials in the building, but did not include a comprehensive cleanup of the site. Therefore, residual impacts remain within and around the building, including: the secondary containment area around two 1,750-gallon ASTs in the southeastern portion of the building; the southwestern portion of the building where plating operations have impacted the floor, pits, trenches, painted structural steel and ceiling; the abandoned wastewater treatment plant in the south-central portion of the facility; oily sludge and oil-stained concrete in areas where equipment was formerly located; and ACMs, some in poor condition, located in the northwestern office area of the building.

SCOPE OF WORK

The purpose of the services proposed herein is to assist the City throughout the process of remediating the site building, to prepare the site for redevelopment. The scope of work for this project includes the following tasks:

- Preparation of a Cleanup Work Plan for approval by MDEQ and for public review during the 30-day public comment period (draft document completed).
- Preparation of a Public Notice for publishing by the City to initiate the 30-day public comment period (completed).



- Preparation of Bid Specifications for the use of the City in obtaining bids from potential contractors to conduct the planned remediation activities (completed).
- Preparation of a Health and Safety Plan (HASP) for use during the site remediation activities.
- Oversight and air monitoring during the ACM abatement within the site building by the
 City's qualified asbestos abatement contractor. Oversight and air monitoring activities
 will include collecting and analyzing baseline, environmental, and clearance samples onsite following the NIOSH 7400 Method by Phase Contrast Microscopy (PCM); visually
 assessing the compliance of the contractor(s) with work practices required by the asbestos
 abatement specifications and federal/state regulations, and performing post-abatement
 visual inspections of the regulated work area(s) to ensure completion of the abatement
 and cleanliness.
- Oversight during environmental remediation activities of the site building by the City's remediation contractor(s), including identification of areas within the site building interior to be remediated and completion of the abatement and cleanliness. Activities will involve recording field observations and information regarding types and quantities of waste removed during removal of the ASTs, wastewater treatment equipment, debris and ceiling tile; and backfilling of pits by the contractor(s).
- Preparation of a Remedial Action Report documenting the site building remediation efforts, including the hazardous material removal, disposal and ACM post abatement clearance sampling results. Copies of the waste disposal manifests/receipts will be included.
- Provision of miscellaneous consulting services on an as-needed basis. Includes coordinating with regulatory agencies (USEPA and MDEQ), as well as DCCBC and their oversight consultant, assisting in the selection of contractors to conduct remediation activities, and other required services (in progress).

TTL's focus throughout these activities will be to provide environmental consultation as needed on behalf of the City, to facilitate the completion of the site building remediation per the requirements of the RLF sub-grant. The required RLF documents (ABCA, CRP, EA and MOD) are being completed under a separate contract with the DCCBC are in not included in the scope of work of this contract with the City.



FEES

TTL proposes to perform the following services on a time and materials basis, estimated as shown, based on the unit rates in our agreement with the DCCBC. Although TTL will be under contract with the City of Wyandotte for these services, TTL will invoice the DCCBC directly, and DCCBC will deduct these amounts from the \$100,000 sub-grant to the City.

| • | Cleanup Work Plan\$ | 2,000.00 |
|---|---|----------|
| • | Bid Specifications\$ | 2,500.00 |
| • | Health and Safety Plan (HASP) | 500.00 |
| • | Environmental Remediation Oversight\$ | 7,000.00 |
| • | Asbestos Abatement Oversight and Air Monitoring\$ | 3,000.00 |
| • | Remedial Action Report\$ | 5,000.00 |
| ٠ | Other consulting services on an as-needed basis\$ | 1,000.00 |

ESTIMATED TOTAL.....\$ 21,000.00

SCHEDULE

TTL has completed the Cleanup Work Plan and Bid Specifications.

TTL will prepare the MOD on behalf of the DCCBC after the City receives the bids from the remediation contractors (January 7, 2019).

After DCCBC executes the final MOD and submits it to USEPA, TTL will work with the City and selected remediation contractor in preparing for the remediation activities. TTL will prepare a HASP, and provide oversight during the remediation activities, as described above. The Remedial Action Report will be prepared after completion of the remediation activities, including receipt of all disposal documentation.

TTL will continue to assist the City throughout this course of this project on an as-needed basis.



TERMS AND CONDITIONS

Work shall be performed in accordance with the attached TTL Agreement for Services. Please execute the agreement form and return one copy to our office as our authorization to proceed.

TTL appreciates the opportunity to continue to provide the City of Wyandotte with our environmental consulting services. Should you have any questions regarding this proposal or require additional information, please contact Rob Clark at (734) 582-4902.

Respectfully submitted,

TTL Associates, Inc.

Steven J. Gach, P.E. Senior Engineer

Robin J. Clark Program Manager

V:\Plymouth\DCC Brownfield Consortium\1213 Grove Wyandotte\2017\Admin\RLF Proposal\915808 Wyandotte Env Response Activities Oversight Proposal 1213 Grove St.doc



AGREEMENT FOR SERVICES

| | City | of Wyandotte | |
|--|------------|--|----------------|
| | 200 Bidd | le Avenue, Suite 200 | |
| | Wyandot | te, Michigan 48192 | |
| hereinafter called Client and TTI follows: | . Associat | tes, Inc. (TTL), hereinafter called TTL | , who agree as |
| No. 915808 dated January 3, 2019 | a copy o | ΓL to provide services as described in of which is attached hereto, and along werse side of this document, are made | with the Terms |
| | | t or the issuance of any other written a Order, will constitute acceptance of this | |
| EXECUTED THIS | DA | Y OF | , 2019 |
| For Client | Ву: | Signature | |
| | | Name | |
| | | | |
| | | Title (10) M | |
| For TTL | Ву: | Title Signature | |
| For TTL | Ву: | 78MM | |

Please sign this agreement and return one copy to TTL.



TERMS AND CONDITIONS SCHEDULE A PROPOSAL 915808

As used herein, the word Client refers to the party purchasing services for work from TTL Associates, Inc. (TTL). The following terms and conditions shall govern the performance of services or work by TTL for or on behalf of Client, as contemplated by the order set forth on the attached document. Modification of these terms and conditions may be made only with the prior written consent of both parties and any attempts to alter such terms and conditions with purchase orders, acknowledgements, similar or other documentation shall be void.

- Scope; Standards. TTL shall provide the services described on the attached document in accordance with generally accepted industry standards.
- Pricing. Prices quoted by TTL are subject to change if not accepted by Client within sixty (60) days of the date of quotation
 or if the work is not commenced (through no fault of TTL) within sixty (60) days of the date of acceptance of such
 quotation.
- Invoicing. Please advise TTL if your company accepts vendor invoicing by email only; and if so, the preferred email address to submit our invoices to.
- Payment. TTL encourages payment utilizing the ACH Electronic Method (see attached). TTL invoices shall be paid within
 thirty (30) days of invoice date. Amounts unpaid when due shall bear interest at the rate of one percent (1.0%) per month,
 compounded monthly, until paid.
- Work Product. Reports and results of TTL services are rendered for the exclusive use of Client, but at all times remain the property of TTL.
- Legal Proceedings. If TTL work product is to be used in any legal proceeding, TTL shall charge and Client shall pay all
 TTL expenses together with then applicable TTL hourly rates for any court appearance, deposition, affidavit or the like by
 any TTL personnel. Preparation time shall also be billed and paid at such rates.
- Adversarial Proceedings. In the event that TTL is ordered or subpoenaed to produce documents or testify on behalf of a
 third party, TTL shall so advise Client, whenever possible. Client may then determine whether it wishes to contest the
 subpoena or order.
- 8. WARRANTY DISCLAIMER. OTHER THAN ITS COMMITMENT TO PERFORM SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS, TTL MAKES NO WARRANTY WHATSOEVER. TTL MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.
- 9. Limitation of Liability. In no event will TTL's liability to Client, or to third parties claiming through Client (including, without limitation, Client's insurers) exceed \$50,000 regardless of the legal theory upon which a claim may be based, including contract, warranty, tort and indemnification. Without limiting the generality of the foregoing, this limitation is applicable to loss, destruction, or damage to Client property while in the possession or control of TTL. In no event will TTL be liable to Client or to third parties claiming through Client (including Client's insurers) for any incidental or consequential damages whatsoever regardless of the legal theory upon which a claim may be based.
- 10. <u>Samples</u>. In the event that TTL services involve test samples, such samples will be obtained with reasonable care and preserved for a period of thirty (30) days. TTL reports relative to samples are applicable only to the specific samples tested and only depict conditions at the specific location of the test.
- 11. Governing Law. This agreement and all transactions relating hereto shall be governed by the laws of the State of Michigan.
- 12. Entire Agreement. This proposal constitutes the entire agreement between TTL and Client regarding the subject matter hereof and replaces all prior written or oral agreements and understandings. It may be amended or altered only in a writing signed by both parties.

January 9, 2019



ADDENDUM EPA GRANT #BF0093501-7 SUB-GRANT #06

Downriver Community Conference Brownfields Revolving Loan Fund Subgrant Agreement

The City of Wyandotte, "Grantee" and the Downriver Community Conference, "Grantor" agrees to delete Paragraph 18 in its entirety and replace as follows:

All other provisions shall remain in full force and effect

18. Grantee shall commence work on remediation work within 3 months from the date of execution of this Agreement and shall complete and perform all the remediation wok within 548 days in accordance with the approved Schedule of Work attached hereto and made a part hereof as Exhibit 3

| Date: | |
|----------------------------|---|
| GRANTEE: City of Wyandotte | GRANTOR: Downriver Community Conference |
| BY: | BY: James S. Perry, Executive Director |
| BY: | man |

RESOLUTION

DATE: February 11, 2019 RESOLUTION by Councilperson BE IT RESOLVED by the Mayor and Council that the communication from the City Engineer regarding the environmental response activities at 1213 Grove, Wyandotte, former Detroit Tubular Rivet Site, is hereby received and placed on file; AND BE IT RESOLVED that Council concurs with the recommendation to hire TTL Associates, Inc. to provide environmental consulting services to facilitate the completion of the site building remediation at 1213 Grove Street, Wyandotte per the requirements of the RLF sub-grant in the amount of \$21,000 from account 492-200-850-519; AND BE IT FURHER RESOLVED that the Mayor and City Clerk are authorized to execute the Agreement for Services between the City and TTL Associates, Inc. and the Addendum with the DCCBC for RFL Grant. 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: February 11, 2019

| RESOLUTION by Councilperson | | |
|---|---|---------------------|
| RESOLVED that the total bills and ac Mayor and City Clerk are hereby API | | as presented by the |
| I Move the adoption of the foregoing MOTION by Councilperson SUPPORTED by Councilperson | resolution. | |
| <u>YEAS</u> | COUNCIL Alderman Calvin DeSana Maiani Sabuda Schultz | <u>NAYS</u> |

REPORTS & MINUTES

CITY OF WYANDOTTE BEAUTIFICATION COMMISSION MEETING MINUTES, DRAFT JANUARY 9, 2019

<u>Members Present</u>: John Darin, Chairman, Michael Bak, Kelly Dodson, Barbara Freese, Andrea Fuller, Noel Galeski, Patricia Iacopelli, Wendy Leach, Alice Ugliesa

Members Excused: Stephanie Pizzo

Guest(s): None

- 1. Call to Order: The meeting was called to order by John at 6:00 pm.
- 2. <u>Approval of Agenda:</u> 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. <u>November 14, 2018 Regular Meeting</u>: After review of the minutes, Alice made a motion, seconded by Patricia, to approve the draft minutes of the November 14, 2018 regular meeting of the Beautification Commission, with an address correction. The motion was approved.
- b. <u>December 19, 2018 Special Meeting</u>: After review of the minutes, Andrea made a motion, seconded by Kelly, to approve the draft minutes of the December 19, 2019 special meeting of the Beautification Commission without change. The motion was approved.

4. Chairperson's Report:

- a. <u>Documents:</u> An updated Attendance Log, Commissioner Contact List, and lists of Officers and Coordinators, Meeting Dates, and Special Event Dates, were distributed. Andrea made a motion, seconded by Alice, to change the date of the December, 2019 special meeting to December 18, 2019. The motion was approved.
- Required Disclosure Statement for Elected & Appointed Officials: Copies of the Wyandotte
 Disclosure Statement for Elected & Appointed Officials was provided for all commissioners by the
 City Clerk's Office. This form was reviewed and discussed. It is a mandatory filing due by April 28,
 2019.
- c. Required New Vendor Information Request Form & Electronic Payment Authorization: This required Request Form was discussed, and all commissioners were reminded that it is due now. The commissioners were requested to submit their completed form to Julie for processing.

5. Treasurer's Report:

- a. <u>FY 2018-2019 Expense Report</u>: It was reported that there was an expense for reimbursement of BCSEM meeting registration fee of \$15.00, leaving a current balance of \$7,543.47 in the Commission's primary account. There were no expenses posted to the GFM Reserve account, leaving a current balance of \$276.24.
- 6. Public & Media Relations and Event Marketing Report: Andrea reported that Beth Lekity, Deputy City Clerk, had inquired regarding volunteer opportunities for a forming Girl Scout Brownie troop. Beth was advised that the Commission has a Spring Clean-Up that would be very suitable for this troop. She will discuss this opportunity at an upcoming Girl Scout Brownie Troop meeting.
- 7. "Adopt-A-Spot in Wyandotte" Program Update: There was nothing significant to report.
- 8. Community Garden Relocation Update: There was much discussion regarding the community garden relocation. John has been informed that Brian Martin, DPS Assistant Superintendent, will be coordinating this project, and will be the Commission's primary contact person for the community garden relocation. John has scanned and forwarded a 1992 Environmental Assessment Report for 438 Grove Street that addressed record review of potential site contamination during the planning of the Festival of Homes and BASF Park construction. The report indicates that there is "little possibility that on-site contamination has occurred from past uses of the subject property", 438 Grove Street, the approximate location of the community garden relocation site. Brian will be proceeding with actual soil testing to confirm this report's findings and conclusions.

- 9. <u>Winter Hanging Baskets</u>: Michael has installed the winter hanging baskets at the arbor. They look very beautiful!
- 10. <u>Holiday Lighting Awards</u>: The 3rd Annual Holiday Decorating and Lighting Awards presentations are scheduled for the City Council meeting on Monday, January 14, 2019. Michael reviewed the format and requested that commissioners arrive by 6:45 pm to review presentation plans together. He will identify awards recipients by address only. It is hoped that a continuously-running slide show will be developed for the presentation. There will be 10 residential and 5 business awardees.

11. Old Business:

a. <u>City Landmark Grounds Maintenance</u>: John wrote an email on behalf of the Beautification Commission to the city expressing the Commission's concerns and desires for on-going grounds maintenance of various landscaped city monuments and signs.

12. New Business:

- a. <u>KAB 2019 Great American Cleanup Registration</u>: John reported that he has registered the Beautification Commission's Spring City-Wide Clean-Up with Keep America Beautiful. The registration form was reviewed. A number of donation items were requested, including a banner, trash bags, and bottled water for the volunteers.
- b. <u>Native Plantings at BASF and Bishop Parks</u>: There was much discussion regarding an inquiry to Noel by Joe Gruber, former DDA Director, now with the Henry Ford Wyandotte Hospital Marketing Department, regarding the potential of group plantings of native plants at BASF and Bishop Parks. John suggested to Joe the Log Cabin at Bishop Park, and the Gazebo, planter pots, and garden bed at BASF Park as suitable sites. The volunteers would presumably be HFW employees. The consensus of the commissioners was very supportive of this effort, while distancing the Commission from any direct role in planting or maintenance of the proposed areas to be planted. Joe Gruber will follow-up with the Commission at a later date.
- c. <u>Oakwood Cemetery Clean-Up</u>: Andrea reported that the Wyandotte Oakwood Cemetery Association has requested that the Beautification Commission help maintain a small planted area between the two gates facing Northline. There was much discussion. Andrea will communicate with Kathryn Schroeder from the Cemetery Association to discuss further their needs for assistance.

13. Round-Table Reports and Announcements:

- a. <u>Fall Clean-Up</u>: Alice suggested that the Commission consider a Fall Clean-Up event. There was discussion on the suggestion.
- b. <u>Proven Winners Landscaping Guide and Planting Idea Booklet</u>: John distributed wonderful Landscaping Guides and Planting Ideas Booklets to all commissioners, which were graciously donated by Four Star Greenhouse, the Proven Winners brand.
- c. <u>Commissioners Interviewed on Cable TV</u>: Alice and Michael reported that they were invited to be guests on a local cable television show, "Up, Down, and All Around Wyandotte", where they were interviewed regarding the many Beautification Commission events and projects.
- 14. <u>Next Meeting</u>: The next regular meeting of the Beautification Commission is scheduled for Wednesday, February 13, 2019 at 6:00 pm at City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.
- 15. Adjournment: The meeting was adjourned at 7:50 pm.

John M. Darin

Chairman, Wyandotte Beautification Commission

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 1/3 User: ktrudell Death Date 6--- 01/10/2010 01/10/2010 0

| Jser: ktr | | | Post | Date from 01/18/2019 | - 01/18/2019 Open Receipt | S | |
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| DECEMBER 2 | | | | | | 100,605.86 | CITY CHECK 1227 |
| O 7 RE | 14416 | 01/18/2019 ktrudel1 RECEIPTS-MISCELLANEOUS | F2 | METROPOLITAN REPORTING 101-000-655-040 | G RECEIPTS-MISCELLANEOUS | 10.00 | CITY CHECK 111788102 |
| FIRE REPORT | | | | | | | |
| O 7 RE | 14417 | 01/18/2019 ktrudell RECEIPTS-MISCELLANEOUS | F2 | MINUTE MAN SERVICES 101-000-655-040 | RECEIPTS-MISCELLANEOUS | 10.00 | CITY CHECK 167490 |
| FIRE REPOR REC# 45643 | | | | | | | |
| O 7 MZ | 14418 | 01/18/2019 ktrudell MISC CASH/VARIOUS | F2 | DOWNRIVER COUNCIL FOR 101-000-655-018 | THE ARTS Rental Income - 81 Chestnu | 834.00 | CITY CHECK 10138 |
| RENT 81 CH REC# 45643 | | JANUARY 2019 | | | | | |
| o 7 TS | 14419 | 01/18/2019 ktrudell COUNTY DEL TAX SETTLEME | | WAYNE COUNTY TREAS 101-000-411-085 | COUNTY DEL TAX SETTLEMENT | 3,565.41 | CITY CHECK 2601912 |
| MONTHLY DE DEC 2018 REC# 45643 | | ETTLEMENT | | | | | |
| O 7 MZ | 14420 | 01/18/2019 ktrudell MISC CASH/VARIOUS | F2 | DOWNRIVER COMMUNITY CO 101-336-725-120 | ONFERENCE Overtime | 703.05 | CITY CHECK 113651 |
| HAZMAT INC 13TH 6 PEN REC# 45643 | NSYLVAN | TA . | | | | | |
| O 7 EP | 14421 | 01/18/2019 ktrudell PD EMPLOYEE PENSION CONT | F2 FR | CITY OF WYANDOTTE 731-000-392-040 | Res. Police & Fire Employe | 586.87 | CITY CHECK 132301 |
| POLICE DEF. REC# 45643 | | MEFIT | | | | | |
| 0 7 7R | 14422 | 01/18/2019 ktrudell RETIREMENT FUND REIMBURS | | MUNICIPAL SERVICE 732-000-670-010 | RETIREMENT FUND REIMBURSE | 804.00 | CITY CHECK 94185 |
| MEDICARE PA | | EIMBURSEMENT | | | | V. | 10.00 |
| | 14423 | 01/18/2019 ktrudell | F2 | ITEDIUM INC | | _+00001079000 | |
| COBRA | | COBRA GUARD (ITEDIUM) | | 732-000-231-020 | Payroll W/H-Hospital Insur | 137.07 | CITY CHECK 86048 |

M4 61:C0 6107 (01/10

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Post Date from 01/18/2019 - 01/18/2019 Open Receipts

User: ktrudell DB: Wyandotte Receipt # Description

Date

Cashier

Wkstn

Received Of Distribution

Amount

Page: 2/3

COBRAGUARD-SHEILA JOHNSON

REC# 456438

Total of 9 Receipts

107,256.26

User: ktrudell

Description

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 3/3

Amount

Post Date from 01/18/2019 - 01/18/2019 Open Receipts DB: Wyandotte # Receipt # Date Cashier

Received Of

Distribution

Wkstn

*** TOTAL BY GL DISTRIBUTION *** 101-000-411-085 COUNTY DEL TAX SETTLEMENT 3,565.41 101-000-650-010 FINES DIST COURT WYAN 60,579.61 101-000-650-011 WORK FORCE-WYANDOTTE 4,335.00 101-000-650-012 DIST CT RIVERVIEW CASES 27,803,75 101-000-650-017 WORK FORCE-RIVERVIEW 1,738.50 101-000-650-018 COURT TECHNOLOGY WYANDOTT 2,393.00 101-000-650-020 COURT DRUG TESTING FEES 491.00 101-000-650-021 COURT SCREENING ASSESSMEN 2,610.00 101-000-650-024 CHEMICAL AWARENESS 655.00 101-000-655-018 Rental Income - 81 Chestnut 834.00 101-000-655-040 RECEIPTS-MISCELLANEOUS 20.00 101-336-725-120 Overtime 703.05 731-000-392-040 Res. Police & Fire Employee Contrib 586.87 732-000-231-020 Payroll W/H-Hospital Insurance 137.07 732-000-670-010 RETIREMENT FUND REIMBURSE 804.00 TOTAL - ALL GL NUMBERS: 107,256.26 *** TOTAL BY FUND *** 101 General Fund 105,728,32 731 Retirement System Fund 586.87 732 Retiree Health Care Fund 941.07 TOTAL - ALL FUNDS: 107,256.26 *** TOTAL BY BANK *** Tender Code/Desc. GEN GENERAL OPERATING FUND (CCK) CITY CHECK 105,728.32 TOTAL: 105,728.32 RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM (CCK) CITY CHECK 1,527.94 TOTAL: 1,527.94 TOTAL - ALL BANKS: 107,256.26 *** TOTAL OF ITEMS TENDERED *** Tender Code/Desc. (CCK) CITY CHECK 107,256.26 TOTAL: 107,256.26 *** TOTAL BY RECEIPT ITEMS *** (1) 7R: RETIREMENT FUND REIMBURSE 804.00 (1) AS: COURT SCREENING ASSESSMEN 2,610.00 (1) AW: CHEMICAL AWARENESS 655.00 (1) COBRA: COBRA GUARD (ITEDIUM) 137.07 (1) EP: PD EMPLOYEE PENSION CONTR 586.87 (1) M1: FINES DIST COURT WYAN 60,579.61 (1) M2: WORK FORCE-WYANDOTTE 4,335.00 (1)M3: DIST CT RIVERVIEW CASES 27,803.75 M6: WORK FORCE-RIVERVIEW (1) 1.738.50 (1) M7: COURT TECHNOLOGY WYANDOTT 2,393.00 (1) M9: COURT DRUG TESTING FEES (2) 491.00 MZ: MISC CASH/VARIOUS 1,537.05 (2) RE: RECEIPTS-MISCELLANEOUS 20.00 (1) TS: COUNTY DEL TAX SETTLEMENT 3,565.41 TOTAL - ALL RECEIPT ITEMS: 107,256.26



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 January 9, 2019, in the Second Floor Boardroom of City Hall, 3200 Biddle Avenue, Wyandotte, Michigan.

ROLL CALL

PRESENT: Commissioner Michael J. Ptak, President

Commissioner David Liberacki, Vice President

Commissioner Brian Kuhn, Secretary

ABSENT: None

ALSO PRESENT: Beth Lekity, Recording Secretary

APPROVAL OF MINUTES

Motion by Ptak, Supported by Liberacki

To approve the minutes of the December 19, 2018 meeting of the Firefighter's Civil Service Commission.

COMMUNICATIONS

Fire Chief Carley Resignation Letter – received and placed on file.

OLD BUSINESS

NEW BUSINESS

1. Appointment of New Commissioner

Motion by Liberacki, Supported by Ptak

That Mr. Brian Kuhn shall be appointed as Commissioner-At-Large by the two seated commissioners to fill the unexpired term of Commissioner Lovell, term to expire April 19, 2021, and hold the title of Secretary of the Commission. MOTION CARRIED.

2. Vice-President Appointment

Motion by Ptak, Supported by Kuhn

To appoint Commissioner Liberacki as Vice President of the City of Wyandotte Firefighters Civil Service Commission. MOTION CARRIED.

3. Certification of Fire Lieutenant Exam Results

Motion by Ptak, Supported by Kuhn

To accept the results of the December 2018 Fire Lieutenant Exam as presented by EMPCO, Inc. and to direct the recording secretary to update and distribute a revised eligibility list. MOTION CARRIED.

4. Approval of Eligible Candidates for Assistant Fire Chief Examination

Motion by Commissioner Ptak, Supported by Commissioner Liberacki

To approve the candidates eligible to take the Assistant Fire Chief Exam on the date of May 8, 2019, and to direct the Recording Secretary to distribute the documents necessary to begin the candidate application process. MOTION CARRIED.

DATE OF NEXT COMMISSION MEETING: February 13, 2019

ADJOURNMENT

Motion by Ptak, Supported by Kuhn to adjourn this meeting of the Firefighter's Civil Service Commission at 5:51 p.m. MOTION CARRIED

Beth Lekity, Recording Secretary

Wyandotte Fire Fighter's Civil Service Commission

Wyandotte Municipal Services Commission Regular Meeting Minutes

A regular session of the Municipal Services Commission of the City of Wyandotte, Michigan was held at the office of the Commission on Wednesday, January 9, 2019 at 5:00 PM.

Roll Call:

Present: Commissioners

Leslie Lupo

Carolyn Harris Robert J. Thiede Paul Gouth -Excused Bryan Hughes-Excused

General Manager & Secretary Paul LaManes

Also, Present-

Steve Colwell- CATV

Charlene Hudson Amber Sutphin Steve Timcoe Dave Fuller

Approval of Minutes:

MOTION by Commissioner Harris and SECONDED by Commissioner Thiede to approve the December 12, 2018 regular meeting minutes of the Municipal Services Commission.

Commissioner Lupo asked that the roll be attached, no objections were made.

Hearing of Public Concerns:

None

Resolution #1-2019-01

MOTION by Commissioner Harris and SECONDED by Commissioner Thiede to authorize 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.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, and Thiede

NAYS: None Motion passes

Resolution #1-2019-02

MOTION by Commissioner Harris and SECONDED by Commissioner Thiede to authorize the General Manager to approve 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.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, and Thiede

NAYS: None Motion passes

Wyandotte Municipal Services Commission Regular Meeting Minutes

Reports and Communications:

Monthly Subscriber Reports- December 2018

Commissioner Lupo asked to receive and place on file the reports and communications presented on the agenda, no objections were made.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, and Thiede

NAYS: None Motion passes

Approval of Vouchers:

MOTION by Commissioner Harris and SECONDED by Commissioner Thiede that the vouchers be paid as submitted.

#5364 \$ 634,226.78 #5365 \$ 711,706.51

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, and Thiede

NAYS: None Vouchers approved

Late Items:

None

Motion by Commissioner Harris and SECONDED by Commissioner Thiede to now adjourn at 5:03PM. Roll attached, No objections to adjournment of meeting.

Next Regular Meeting - Wednesday, January 23, 2019 at 5 PM

Paul LaManes

General Manager/Secretary

WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Wednesday, January 9, 2019 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

Commissioner Margaret Loya

Sup't of Recreation Justin N. Lanagan Recreation Secretary Aimee Garbin

Also Present:

A motion was made by Commissioner Loya 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 December 2018: \$1,127.76 Open Skating....\$9,724.74 Ice Rental....\$5,599.91

Concession.....\$1,801.45 Skating Lessons

Account Breakdown Pay Period ending 12/9/2018 & 12/23/2018

Tele-care: December 2018

Golf Report: December 2018.....\$3,695.52

Senior Van Report: November 2018

SPECIAL ORDER:

- Superintendent Lanagan stated the Master Plan meeting took place and one Wyandotte Citizen showed and asked if a couple of shade structures could be placed at the dog park because there is no shade for dog parents. Superintendent Lanagan stated he added the shade structures to the master plan. Commissioner Ronco suggested adding a storm shelter at the golf course. Commissioner Loya motioned to accept the Master Plan, Commissioner DeSana supported, motion unanimously passed
- Superintendent Lanagan stated that Garrold Vallie informed him that he is submitting the grant application on behalf of Drop-In Downriver to build a new skate park. If the grant request is approved, Mr. Vallie and his team have one year to raise matching funds.

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

Superintendent of Recreation

2019 Wyandotte Recreation Commission Meetings @ Yack Arena

2nd Wednesday @ 5:30 pm

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 – December 21, 2018

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

ROLL CALL:

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

ALSO PRESENT: Frank Deeter—Oppenheimer & Company

EXCUSED: Commissioners Roberts and City Attorney, William Look

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Lyon

RESOLVED that the minutes held under the date of November 16, 2018 be approved as recorded without objection.

YEAS: Commissioners Brohl, Browning, LaManes, Lyon and Szczechowski

NAYS: None

ABSTAINED: Commissioner Harkleroad

PRESENTATIONS:

Frank Deeter made the presentation and spoke of the following highlights:

- Account up 1.1% overall
- Fed raised rate again, thinking is they won't raise again for a while
- Recession fears
- Feel the market will rally in 2019
- Important to keep emotions out of investing
- Volatility continues for now

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner LaManes

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

Mr. Frank Deeter of Oppenheimer & Company, Inc. regarding the November 2018 market segment fluctuations be received and placed on file.

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Brohl for new Chair RESOLVED by the Wyandotte Employees Retirement Commission beginning December 2018 and each December henceforth, a new Chair of the commission shall be elected for a term of one calendar year, with a term commencing each January of the following year, and terminating in December of the same year, FURTHERMORE; the selected new Chair for term beginning January 2019 and ending December 2019 is: Paul LaManes,

YEAS: Commissioners Brohl, Browning, Harkleroad, Lyon and Szczechowski

NAYS: None

ABSTAINED: Commissioner LaManes

MOTION by Commissioner Brohl, SUPPORTED by Commissioner LaManes for new Vice Chair RESOLVED by the Wyandotte Employees Retirement Commission beginning December 2018 and each December henceforth, a new Vice Chair of the commission shall be elected for a term of one calendar year, with a term commencing each January of the following year, and terminating in December of the same year, FURTHERMORE; the selected new Chair for term beginning January 2019 and ending December 2019 is:

YEAS: Commissioners Brohl, Browning, Harkleroad, LaManes and Szczechowski

NAYS: None

ABSTAINED: Commissioner Lyon

MOTION by Commissioner Brohl, SUPPORTED by Commissioner Lyon

RESOLVED by the Wyandotte Employees Retirement Commission that the Call for Candidates Letter results are as follows, AND

BE IT FURTHER RESOLVED, the following Wyandotte Municipal Department Member(s) will be placed on the ballot for the January 8^{th} and 9^{th} 2019 Election:

Christopher Brohl – Wyandotte Municipal Department

Term: 1/31/19 – 1/31/23

MOTION UNANIMOUSLY CARRIED

MOTION by Commissioner Brohl, SUPPORTED by Commissioner Harkleroad RESOLVED by the Wyandotte Employees Retirement Commission accept the 2019 Retirement Commission calendar meeting schedule as follows:

City of Wyandotte 2019 Retirement Commission Meetings Held Every 3rd Friday @ 9:00 a.m.

Location: 3200 Biddle Avenue, Wyandotte, Michigan Council Chambers Wyandotte City Hall 734-324-4561

Scheduled Dates for 2019

January 18
February 15
March 15
April 18 (Thursday)
May 17
June 21
July 19
August 16
September 20
October 18
November 15
December 20

MOTION UNANIMOUSLY CARRIED

UNFINISHED BUSINESS:

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Brohl

RESOLVED by the Wyandotte Employees Retirement Commission to grant an additional 28 months of qualified service time to Luann Nunnally for Defined Benefit Pension calculation purposed for qualified part-time hours earned.

MOTION UNANIMOUSLY CARRIED

ADJOURNMENT:

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Brohl RESOLVED, that the meeting be adjourned at 9:17 a.m.

MOTION UNANIMOUSLY CARRIED

Lawrence S. Stec, Secretary

Wyandotte Employee's Retirement Commission

December 21, 2018

MINUTES AS RECORDED

MINUTES OF THE MEETING OF January 2, 2019 ZONING BOARD OF APPEALS AND ADJUSTMENT

A meeting of the Zoning Board of Appeals and Adjustment of the City of Wyandotte was called to order by Chairperson Duran at 6:30 p.m., in the Council Chambers of the City Hall, 3200 Biddle Avenue, Wyandotte.

MEMBERS PRESENT:

DiSanto

Duran

Flachsmann

Gillon Nevin Szymczuk Trupiano

MEMBERS ABSENT:

Olsen, Wienclaw

ALSO PRESENT:

Peggy Green, Secretary

A motion was made by Member Gillon, supported by Member Trupiano to approve the minutes of the December 5, 2018, meeting.

Yes: DiSanto, Duran, Flachsmann, Gillon, Nevin, Szymczuk, Trupiano

No: none Abstain: none

Absent: Olsen, Wienclaw

Motion passed

Appeal #3287 – DENIED

Christopher Petty, 23262 Bluegrass, Brownstown, Michigan (owner & appellant)

for a variance to obtain a Certificate of Occupancy to provide no off street parking at 3686 – 19th Street, S 5' of Lot 809 and also Lot 810, Taylor Park Sub. No. 1, in a RA zoning district, where the proposed conflicts with Section 2403.R.1.A of the Wyandotte Zoning Ordinance.

SECTION 2403.R.1.A:

A minimum of one (1) off street parking space is required for a single family dwelling. Homeowner was cited on City Certification inspection to install required off street parking space.

Proposed off street parking request does not constitute a hardship by the applicant based on the current use variance requirements of the zoning ordinance.

A motion was made by Member DiSanto, supported by Member Trupiano to deny this appeal.

Yes: DiSanto, Duran, Flachsmann, Gillon, Nevin, Szymczuk, Trupiano

No: none Abstain: none

Absent: Olsen, Wienclaw

Motion passed

Appeal #3289 - GRANTED

1st Metro Wyandotte, LLC, PO Box 1156, Grand Blanc, Michigan (owner & appellant)

for a variance to obtain a building permit for *two (2) residential units on second floor at 2909 Biddle, S 38.48FT OF LOT 1 EXC E 60FT OF S 35FT, BLOCK 31, in a CBD zoning district, where the proposed conflicts with Section 2202.T.4 of the Wyandotte Zoning Ordinance.

SECTION 2202.T.4:

Requires all residential dwellings provide off street parking. The two proposed units would require two parking spaces. No parking spaces are accounted for on the plans. Any variance from the required parking requirements would require approval from the Zoning Board.

Proposed off street parking located in the CBD district will not be detrimental to the adjacent, land and buildings, or impair the intent of the ordinance.

A motion was made by Member DiSanto, supported by Member Szymczuk to grant this appeal.

Yes: DiSanto, Duran, Flachsmann, Gillon, Nevin, Szymczuk, Trupiano

No: none Abstain: none

Absent: Olsen, Wienclaw

Motion passed

COMMUNICATIONS:

A motion was made by Member Trupiano, supported by Member Szymczuk to place communication on file.

OTHER BUSINESS:

There being no further business to discuss, the meeting adjourned at 6:55 p.m. The next scheduled meeting of the Board will be held on March 6, 2019 (no appeals were received for

the February 6, 2019, meeting).

Peggy Green, Secretary

Appeal #3287

Chairperson Duran read the appeal and asked that it be explained. Chairperson Duran also stated that this appeal had been tabled from the December 5, 2018, meeting.

Christopher Petty, owner, present.

Mr. Petty explained that he needed to complete the inspection checklist for the rental, and a driveway is required. Mr. Petty continued that he actually receives no profit from the rental and does not have the funds to install the driveway. Mr. Petty explained that he has owned the property for 16 years, and he is trying not to foreclose on it. He has friends that live there now, and that pays the mortgage. He did receive a quote of \$4100 for the driveway, but does not have the funds to have it done.

Mr. Petty discussed a study of U of M, that zoning stays with the property, and the Board can make a decision when more facts are obtained, and added that hopefully the Board will allow him to not have to install the driveway until the next inspection.

Member Szymczuk asked Mr. Petty when he purchased the home. Mr. Petty replied in 2002 and lived there until 2013. Member Szymczuk confirmed that this was a corner lot.

Member Trupiano commented that the rental inspection is from 8-27-13. Mr. Perry explained that the property is underwater, and he can't sell it, that is why he is renting it. Member Trupiano asked where the driveway would be placed. Mr. Petty replied off of Orchard. Member Trupiano asked if this came up when he purchased the home. Mr. Petty replied no, not in 2002.

Member Gillon commented that it was not cited on the 2002 inspection, but is required on the 2013 inspection.

Member DiSanto stated that he does respect the financial hardship, but a financial hardship is not for the Zoning Board, and suggested that he discuss with the Engineering Department, and maybe work out a time frame. Mr. Petty stated that the Engineering Department told him that he had to appeal to the Zoning Board.

There was discussion if money was in escrow, Mr. Petty stated that no money was being held in escrow.

Member Flachsmann stated that he agreed with Member DiSanto and discussed ordinance changes and research with Mr. Petty.

No communications were received regarding this appeal.

Appeal #3289

Chairperson Duran read the appeal and asked that it be explained.

Hussein Mazloum, owner, present.

Mr. Mazloum explained that the upper units use to be an office, but the Planning Commission approved for residential at the December 20, 2018, meeting. Mr. Mazloum commented that people love to live downtown and the parking is impossible for him to provide, but there is available parking in the back. Mr. Mazloum added that parking has never been an issue in town.

Member DiSanto asked if it had ever been occupied. Mr. Mazloum replied that he purchased the building in 2010 and had tried to rent as office, but it was impossible and added that people love to live downtown.

Chairperson Duran asked if there would be two (2) one (1) bedroom units. Mr. Mazloum replied yes.

Member Gillon asked if there had been any tenant upstairs since he owned the building. Mr. Mazloum replied no. Member Gillon asked who was the last tenant. Mr. Mazloum replied that he was not sure.

Gilbert Rose, 2894 VanAlstyne, Wyandotte, present.

Mr. Rose stated that he owns Chelsea, Willow Tree, Cecilia Melody Building, and another building downtown, and he supports the project. Mr. Rose continued that 8 years ago he made four (4) apartments above the Willow Tree, and there has never been a vacancy. Mr. Rose continued that he hopes the Board grants this variance.

One (1) communication was received regarding this appeal (resolution from the Planning Commission).

Planning Commission Wyandotte, Michigan

9 af 3 3

RESOLUTION

December 20, 2018

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 where 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.

I move the adoption of the foregoing resolution.

Motion By Commissioner Rutkowski Supported by Commissioner Mayhew

| <u>Yeas</u> | Members Nays |
|-------------|-------------------|
| | Adamczyk (Absent) |
| | Benson (Absent) |
| | Duran (Absent) |
| X | Lupo |
| X | Mayhew |
| X | Parker |
| X | Pasko |
| X | Rutkowski |
| X | Sarnacki |

MOTION PASSED