



## **AGENDA**

### **REGULAR SESSION**

MONDAY, APRIL 8, 2019 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON  
CHAIRPERSON OF THE EVENING: THE HONORABLE DONALD SCHULTZ

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

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

### **PRESENTATIONS**

### **PRESENTATION OF PETITIONS**

### **PUBLIC HEARINGS**

1. Show Cause Hearing – Dangerous Structure at 1515 Sycamore St.
2. Show Cause Hearing – Dangerous Structure at 3227 4<sup>th</sup> St.

### **UNFINISHED BUSINESS**

### **CALL TO THE PUBLIC**

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

### **CONSENT AGENDA**

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

3. Approval of Council Meeting Minutes – March 25, 2019
4. Traffic Control Orders:
  - a. 2019-02 – No Parking/Davis St.
  - b. 2019-03 – Handicap Sign/1228 Superior
  - c. 2019-04 – Handicap Sign/1061 Lincoln
  - d. 2019-05 – Handicap Sign/1838 McKinley
5. Spring Fling 2019 Sign Placement Request
6. Arena Rental Contract - Garden Brothers Circus
7. FOIA Law Changes
8. Recycling Drop Off Center
9. Refer Wyandotte Boat Club PD Review to Planning Commission
10. Mimi's Mission Non -Profit Status Request
11. WSAF:
  - a. Michigan Lottery Sponsorship
  - b. Stage, Lighting and Sound Contract
  - c. Sponsorship Contract
  - d. Parking Lot Use Request

12. Special Event Requests:

- a. Wyandotte Family Church Event
- b. Our Lady of the Scapular Parish Procession
- c. Our Lady of the Scapular Parish Festival
- d. Belicoso Cafe

**NEW BUSINESS**

- 13. Citizen Communication – Johnny Ulevich (2)
- 14. Citizen Communication – Thomas Vargo
- 15. Planning Commission Appointment – Mark Kowalewski
- 16. Reappointments – Various Commissions
- 17. Acceptance of Grant - DCACA
- 18. 2019 Fiscal Year Budget Amendments
- 19. Arbor Day Observance
- 20. 2019 Poverty Guidelines
- 21. Purchase 569 Orange
- 22. Sale of 1147 Lindbergh
- 23. Sale of former McKinley School – Revised Agreement
- 24. Ordinance Amendments – First Readings
  - a. #1474 City Engineer Salary
  - b. #1475 Fireworks

**BILLS & ACCOUNTS**

**REPORTS & MINUTES**

Daily Cash Receipts	March 29, 2019
Fire Commission	February 26, 2019
Planning Commission	February 21, 2019
Police Commission	February 26, 2019
Recreation Commission	March 13, 2019

**REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS**

**NEXT MEETING OF THE CITY COUNCIL:** April 29, 2019 (Due to Easter on 4/21/19)

**ADJOURNMENT**

# **PUBLIC HEARINGS**

## **Show Cause Hearing #1**

**Dangerous Structure at 1515 Sycamore St.**

## **Show Cause Hearing #2**

**Dangerous Structure at 3227 4<sup>th</sup> St.**

**RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED BY THE MAYOR AND CITY COUNCIL that a hearing held on April 8, 2019, where all parties were given an opportunity to show cause, if any they had, why the structure/home at 1515 Sycamore, Wyandotte should not be demolished, removed or otherwise made safe; AND

BE IT FURTHER RESOLVED that the Council considered the communications dated 6/19/18; 7/20/18; 07/20/18;, and show cause hearing minutes dated 8/15/18; 10/04/18; and 1/15/19 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 structure/home located at 1515 Sycamore, Wyandotte should be DEMOLISHED, and that the costs be assessed against the property in question as a lien;

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

BE IT RESOLVED if the structure is not demolished within 60 days, then the City will proceed with demolition of said structure/home.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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**RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED BY THE MAYOR AND CITY COUNCIL that a hearing held on April 8, 2019, where all parties were given an opportunity to show cause, if any they had, why the structure/home at 3227 4<sup>th</sup> Street, Wyandotte should not be demolished, removed or otherwise made safe; AND

BE IT FURTHER RESOLVED that the Council considered the communications dated 11/28/18; 09/06/18; 09/05/18; 07/20/18; 11/02/17; 09/27/17; 08/24/17; 07/20/17, and show cause hearing minutes dated 11/27/18 and 01/17/18 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 structure/home located at 3227 4<sup>th</sup> Street, Wyandotte should be DEMOLISHED, and that the costs be assessed against the property in question as a lien;

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

BE IT RESOLVED if the structure is not demolished within 60 days, then the City will proceed with demolition of said structure/home.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS****COUNCIL****NAYS**

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**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

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**RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

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

3. Approval of Council Meeting Minutes – March 25, 2019
4. Traffic Control Orders:
  - a. 2019-02 – No Parking/Davis St.
  - b. 2019-03 – Handicap Sign/1228 Superior
  - c. 2019-04 – Handicap Sign/1061 Lincoln
  - d. 2019-05 – Handicap Sign/1838 McKinley
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  - d. Parking Lot Use Request
12. Special Event Requests:
  - a. Wyandotte Family Church Event
  - b. Our Lady of the Scapular Parish Procession
  - c. Our Lady of the Scapular Parish Festival
  - d. Belicoso Cafe

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

**COUNCIL**

**NAYS**

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**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

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**CITY OF WYANDOTTE**  
**REGULAR CITY COUNCIL MEETING**

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, March 25, 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.

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

Absent: Councilperson Megan Maiani

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

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**PRESENTATIONS**

- Welcome Home Vietnam Veterans Day, March 29 – Mayor Joseph R. Peterson
- Recognition of Judge Elizabeth L. DiSanto as First Female Judge – Mayor Joseph R. Peterson

**PRESENTATION OF PETITIONS**

**PUBLIC HEARINGS**

**UNFINISHED BUSINESS**

**CALL TO THE PUBLIC**

**CONSENT AGENDA**

**2019-102 CONSENT AGENDA APPROVALS**

By Councilperson Sabuda, supported by Councilperson Alderman

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

1. Approval of Council Meeting Minutes – March 11, 2019
2. Knights of Columbus #1802 Tootsie Roll Drive
3. Item #3 pulled from the consent agenda and placed at top of new business.
4. Composting Agreement – Regulated Resource Recovery, Inc.

Motion unanimously carried.

**2019-103 MINUTES**

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED that the minutes of the meeting held under the date of February 25, 2019, be approved as recorded, without objection.

Motion unanimously carried.

**2019-104 KNIGHTS OF COLUMBUS #1802 TOOTSIE ROLL DRIVE**

By Councilperson Sabuda, supported by Councilperson Alderman

WHEREAS, the Wyandotte Knights of Columbus Council #1802 is requesting permission to solicit donations in the annual "Mentally Impaired Drive", also known as the "Tootsie Roll Drive", on March April 12-14, 2019.

WHEREAS, the fundraising event will consist of soliciting donations from motorists stopped at traffic signals at the intersections of Eureka & Fort and Fort & Ford Ave. by persons wearing vests that clearly identify the Knights of Columbus.

BE IT RESOLVED that Council permits the Knights of Columbus Council #1802 to solicit donations as part of the "Tootsie Roll Drive", provided the organization complies with all regulations set forth in PA

112 of 2017, including the submission of a Liability Insurance Certificate in the amount of \$500,000, and signs a Hold Harmless Agreement as prepared by the Department of Legal Affairs  
Motion unanimously carried.

### **2019-105 COMPOSTING AGREEMENT – REGULATED RESOURCE RECOVERY**

By Councilperson Sabuda, supported by Councilperson Alderman  
BE IT RESOLVED that Council approves the Composting Agreement with Regulated Resource Recovery, Inc. as presented to Council on March 25, 2019; AND  
BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute said Composting Agreement.  
Motion unanimously carried.

### **NEW BUSINESS**

#### **2019-106 CONTRACT EXTENSION – ASPHALT RESURFACING (BID FILE #4707)**

#### **\*\*PULLED FROM CONSENT AGENDA FOR DISCUSSION\*\***

By Councilperson Schultz, supported by Councilperson Alderman  
BE IT RESOLVED that Council agrees with the recommendation of the City Engineer and approves the contract extension for bid file #4707 with Al's Asphalt of Taylor, Michigan, in the amount of \$1,273,900 paid from the following accounts: \$235,083 from account #202-440-825-460, \$526,315 from account #203-440-825-460, and \$512,502 from account #492-200-825-460, provided the word "increase" is removed from Line 3 of the contract and a revised contract is presented to Mayor and City Clerk for signature.

BE IT FURTHER RESOLVED the Finance Director shall process a budget amendment to secure \$306,326 from the existing fund balance of account 203-440-825-460.

Motion carried.

YEAS: Councilpersons Alderman, Calvin, DeSana, Schultz

NAYS: Councilperson Sabuda

#### **2019-107 APPOINTMENT OF CITY ENGINEER – G. MAYHEW**

By Councilperson Sabuda, supported by Councilperson Alderman  
BE IT RESOLVED that the City Council hereby CONCURS in the recommendation of Mayor Joseph R. Peterson as set in his communication dated March 25, 2019, to appoint Gregory J. Mayhew as the City Engineer; AND

BE IT FURTHER RESOLVED that the Council recognizes and approves the Employment Agreement commencing on April 15, 2019 through April 17, 2021; AND

BE IT FURTHER RESOLVED, Council authorizes the Mayor and City Clerk to sign said agreement directs the City Attorney to prepare the appropriate ordinance.

Motion unanimously carried.

YEAS: Councilpersons Alderman, Calvin, DeSana, Maiani, Sabuda, Schultz, and Mayor Peterson

NAYS: None

#### **2019-108 ENGINEERING DEPARTMENT REORGANIZATION**

By Councilperson Sabuda, supported by Councilperson Alderman

BE IT RESOLVED that the City Council hereby concurs in the recommendation of Mayor Joseph R. Peterson as set in his communication dated March 25, 2019, regarding reorganizations within the Engineering and Building Department; AND

BE IT FURTHER RESOLVED that the Council approves the creation of the position of Neighborhood Services and Development Coordinator and concurs with the recommendation to fill this position with Kelly Roberts at the job classification level of 39E commencing on April 15, 2019; AND

BE IT FURTHER RESOLVED, Council approves the reclassification of the Jesus Plasencia, Assistant City Engineer, to job classification level 45E commencing on April 15, 2019

Motion unanimously carried.

### **2019-109 WPD PURCHASE OF PATROL VEHICLE**

By Councilperson Sabuda, supported by Councilperson Alderman

BE IT RESOLVED that the Council concurs with the Chief of Police for the replacement purchase of one Chevrolet Tahoe police package patrol vehicle from Berger Chevrolet in the amount of \$35,682.00. BE IT FURTHER RESOLVED that the remaining expenditure of \$477.00, after insurance monies are applied to this purchase, will be paid from Police Equipment Maintenance account of 101-301-825-430. Motion unanimously carried.

### **2019-110 DISTRIBUTOR AND DEVICE FEES – REPLY TO RES. #2019-42**

By Councilperson Sabuda, supported by Councilperson Alderman

BE IT RESOLVED that the City Council concurs with the recommendation of the Mayor, City Clerk, and City Attorney to require payment of delinquent fees by Kelly Nelson for mechanical amusement devices operated within City of Wyandotte businesses, in accordance with Chapter 3, Article IV of the City of Wyandotte Code of Ordinances.

BE IT FURTHER RESOLVED that all fees, totaling \$4915.00 will be paid no later than September 30, 2019, in a payment plan to be negotiated by the City Clerk and Mr. Nelson.

Motion unanimously carried.

### **2019-111 DEMOLITION OF 1234 WALNUT STREET GARAGE**

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED that Council agrees with the recommendation of the City Engineer and approves the award to Pro Excavation of Wyandotte, MI, for the demolition of the 1234 Walnut Street Garage in the amount of \$4,500.00 and authorizes the Mayor and City Clerk to proceed with the execution of this contract; AND

BE IT FURTHER RESOLVED that the project will be funded from account 492-000-041-040 in the amount of \$4,500.00.

Motion unanimously carried.

### **2019-112 SCHEDULE SHOW CAUSE HEARING – 1515 SYCAMORE ST.**

By Councilperson Sabuda, supported by Councilperson Alderman

WHEREAS, a hearing has been held in the Office of the City Engineer in the Department of Engineering and Building, 3200 Biddle Avenue, Wyandotte, Michigan on August 15, 2018; October 4, 2018; and January 15, 2019, and the property owner or other interested parties have been given opportunity to show cause, if any they had, why the structure at 1515 Sycamore Street, has not been repaired or demolished in accordance with the City's Property Maintenance Ordinance; AND

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

NOW, THEREFORE BE IT RESOLVED, that the Council shall hold a public hearing in accordance with Section PM-107.7 in the Council Chambers on the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte on Monday, April 8, 2019, at 7:00 p.m. at which time all interested parties shall cause, if any they have, why the structure has not been demolished or why the City should not have the structure demolished and removed at 1515 Sycamore Street; AND

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

Guardian Care Inc.

ATTN: Joseph DeHelian

26615 Greenfield Road

Southfield MI 48076

Wayne County Treasurer

Eric Sabree

400 Monroe Street 5<sup>th</sup> Floor

Detroit MI 48226

Stephen Borowski

PO Box 11

Lincoln Park MI 48146

Motion unanimously carried.

**2019-113 SCHEDULE SHOW CAUSE HEARING – 3227 4<sup>TH</sup> ST.**

By Councilperson Sabuda, supported by Councilperson Alderman

WHEREAS, hearings were held in the Office of the City Engineer in the Department of Engineering and Building, 3200 Biddle Avenue, Wyandotte, Michigan on November 27, 2018 and January 17, 2018, and the property owner (s) or other interested parties have been given opportunity to show cause, if any they had, why the structure at 3227 4<sup>th</sup> Street, has not been repaired or demolished in accordance with the City's Property Maintenance Ordinance; AND

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

NOW, THEREFORE BE IT RESOLVED, that the Council shall hold a public hearing in accordance with Section PM-107.7 in the Council Chambers on the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte on Monday, April 8, 2019, at 7:00 p.m. at which time all interested parties shall cause, if any they have, why the structure has not been demolished or why the City should not have the structure demolished and removed at 3227 4<sup>th</sup> Street; AND

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

MSHDA	MSHDA	Stephanie Gates & Gerald Currie
735 E. Michigan Avenue	16900 W. Capitol Dr.	3637 Sentra Way
Lansing, MI 48909	Brookfield, WI 53005	Virginia Beach, VA 23452

Motion unanimously carried.

**2019-114 BID FILE #4755: AWARD TO GV CEMENT – 2019 SANITARY SEWER REPAIRS**

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED that Council agrees with the recommendation of the City Engineer and APPROVES the award to GV Cement, Brownstown MI, for the 2019 Sanitary Sewer Repairs (Bid File #4755) in the amount of \$673,207.00 from account 590-200-926-310; AND

BE IT RESOLVED that the Mayor and City Clerk are authorized to execute the execution of this contract.

Motion unanimously carried.

**2019-115 RFP – SALE OF CITY OWNED PROPERTY – MCKINLEY-RR/CLARK-HUDSON**

By Councilperson Sabuda, supported by Councilperson Alderman

BE IT RESOLVED that the communication from the City Engineer regarding the Request for Proposals (RFP) for the Sale of Vacant Property between McKinley to Railroad and Clark to Hudson, Wyandotte is received and placed on file; AND

BE IT FURTHER RESOLVED that Council authorizes the City Engineer to place the RFP on MITN, Re/Max, LoopNet, the City's Website and place a "For Sale" on the property.

Motion unanimously carried.

## 2019-116 FINAL READING #1473: VARIOUS AMENDMENTS TO CH. 31 - RENTALS

By Councilperson Sabuda, supported by Councilperson Alderman

### AN ORDINANCE ENTITLED

An Ordinance to amend Article I "Registration" of Chapter 31.1 "Rental Dwellings and Rental Units" by amending Section 31.1-1 "Definitions" and by adopting Section 31.1-5a "Notification to Tenant by Owner"; and amend Article II "Certificate of Compliance" by amending Section 31.1-11 "Certificate of Compliance Required" and adopting Section 31.1-12(b) "Certificate of Compliance Application Form and Fee" and adopting Section 31.1-12(c) "Certificate of Compliance Application Form and Fee for Renewal" of the Wyandotte Code of Ordinances.

### THE CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment to Article I. Registration, Section 31.1-1 entitled "Definitions" by amending the definition for the following terms only. All other terms not listed below shall remain as currently defined.

**Certificate of Compliance.** A certificate issued by the department of engineering and building which certifies compliance with the provisions of the codes and ordinances of the City of Wyandotte for all rental dwelling and rental units. A certificate of compliance is valid for a period of five (5) years for 1 family and 2 family dwellings and four (4) years for multiple dwellings from its date of issuance if issued within six (6) months of the date of the inspection report, provided that the rental dwelling and rental units remain in compliance with all applicable codes and ordinances and are not sold or transferred.

**Family.** A domestic family, that is, one (1) or more persons living together and related by the bonds of consanguinity, marriage or adoption, together with servants of the principal occupants and not more than one (1) additional unrelated person, with all of such individuals being domiciled together as a single, domestic, housekeeping unit in a dwelling unit.

**Multiple dwelling.** Dwelling occupied otherwise than as a 1 family dwelling or 2 family dwelling.

**One (1) Family Dwelling.** Dwelling occupied by 1 family, and so designed and arranged as to provide cooking and kitchen accommodations for 1 family only.

**Rental Unit.** Any one area, room, structure, flat, apartment, or facility of a rental dwelling including a 1 family or 2 family dwelling that is being leased or rented to only one (1) tenant, group of tenants, or family under one (1) lease and is not owner occupied.

**Two (2) Family Dwelling.** Dwelling occupied by 2 families, and so designed and arranged to provide cooking and kitchen accommodations for 2 families only.

Section 2. Amending Article I. "Registration", by adding Section 31.1-5a entitled "Notification to Lessee by Owner".

#### Sec. 31.1-5a Notification to Lessee by Owner

- a) The owner of a leasehold shall notify the lessee of the City's request to inspect a leasehold, shall make a good-faith effort to obtain the lessee's consent for an inspection, and, if the owner obtains the lessee's consent for an inspection, shall arrange for the inspection by the City.
- b) The Owner of a leasehold shall provide the City access to the leasehold for an inspection during reasonable hours if any of the following apply:
  - i. The lease authorizes City inspector to enter the leasehold for an inspection.
  - ii. The lessee has made a complaint to the City.
  - iii. The leasehold is vacant.
  - iv. The City serves an administrative warrant ordering the owner to provide access.
  - v. The lessee has consented to an inspection. If a lessee is not present during the inspection, the City may rely on the owner's representation to the City that the lessee has consented to the City's inspection.
- c) The lessee shall provide the City access to the leasehold for an inspection during reasonable hours if any of the following apply:
  - i. The lease authorizes the City inspector to enter the leasehold for an inspection.
  - ii. The lessee has made a complaint to the City.

- iii. The City serves an administrative warrant ordering the lessee to provide access.
- iv. The lessee has given consent.
- d) If a lessee who refused an inspection by the City vacates a leasehold before an inspection by the City, the owner of the leasehold shall notify the City within 10 days after the leasehold is vacated.
- e) Before entering a leasehold regulated by this ordinance, the owner of the leasehold shall request and obtain permission to enter the leasehold. However, in the case of an emergency, including, but not limited to fire, flood, or other threat of serious injury or death, the owner may enter at any time.

Section 3. Amendment to Article II. Certificate of Compliance, Section 31.1-11 entitled “Certificate of Compliance required”.

Section 31.1-11 Certificate of Compliance Required

- (a) No person shall lease, rent or cause to be occupied a rental dwelling or rental unit unless there is a valid certificate of compliance issued by the department of engineering and building in the name of the owner/responsible local agent and issued for the specific rental dwelling and rental unit. The certificate shall be displayed in a conspicuous place in each rental dwelling and rental unit at all times or in a common area shared by all occupants of a rental dwelling and rental unit. The certificate shall be issued after making application with the building department and an inspection by the code enforcement inspector to determine that each rental dwelling and rental unit complies with the provisions of the codes and ordinances of the City of Wyandotte. An inspection report shall be completed by the inspectors after completing the inspection of the property. The report shall note all violations found in the dwelling.
- (b) Before a certificate of compliance is issued, either (a) all violations must be corrected and approved by the City or (b) the amount of money estimated by the City to correct said violations must be placed in escrow with the department of engineering and building together with a signed Escrow Agreement, provided there are no dangerous conditions as determined by the City existing on the premises. If all of the said violations are not corrected within six (6) months of issuance of the Certificate of Compliance, the City may revoke the Certificate of compliance. The escrow funds will be released only after all violations are corrected.
- (c) A certificate of compliance is valid for a period of five (5) years for 1 family and 2 family dwellings and four (4) years for multiple dwellings from its date of issuance if issued within six (6) months of the date of the initial inspection report, provided that the rental dwelling and rental units remain in compliance with all applicable codes and ordinances and are not sold or transferred. If the violations are corrected more than six (6) months of the date of the initial inspection report, then the certificate of compliance will be valid for a period of five (5) years and six (6) months for 1 family and 2 family dwellings and four (4) years and six (6) months for multiple dwellings from the date of the inspection report. For a new rental dwelling a certificate of compliance shall be issued simultaneously with the certificate of occupancy, and shall remain valid for five (5) years for 1 family and 2 family dwellings and four (4) years for multiple dwellings provided that the rental dwelling and rental units remain in compliance with all the applicable codes and ordinances and are not sold or transferred. When the rental dwelling or rental units are going to be sold or transferred, a new inspection and new certificate of compliance shall be required. The inspection fees will follow the same guidelines as stated in section 31.1-12(b).

The city engineer may revoke a certificate of compliance for a violation of and code, ordinance or rule or regulation of the city. The certificate of compliance must be renewed every five (5) years for 1 family and 2 family dwellings and four (4) years for multiple dwellings at the department of engineering and building. Any existing certificate of compliance that contains an expiration date prior to the adoption of this section shall remain in effect until the expiration date provided that the rental dwelling and rental units remain in compliance with all applicable codes and ordinances, are not sold or transferred with five (5)

years for 1 family and 2 family dwellings and four (4) years for multiple dwellings of the expiration date of the current certificate of compliance, and provided that the property is not vacant or subject to foreclosure proceedings, or is the subject of a police report regarding vandalism, breaking and entering or open structure, or is determined to be a dangerous building by the engineer in accordance with the City of Wyandotte Property Maintenance Code.

Section 4. Amendment to Article II. "Certificate of Compliance", by amending subparagraph (b) of Section 31.1-12 entitled "Certificate of Compliance application Form and Fee".

Section 31.1-12 (b) Certificate of Compliance Application Form and Fee.

- (b) The inspection fee for a certificate of compliance shall be one hundred ninety dollars (\$190.00) for each rental dwelling and ninety-five dollars (\$95.00) for each additional rental unit contained within said rental dwelling. Future fees shall be determined by resolution of City Council. Fee to be paid prior to inspection of unit(s).

Section 5. Amendment to Article II. "Certificate of Compliance", by amending subparagraph (c) of Section 31.1-12 entitled "Certificate of Compliance application Form and Fee for renewal".

Section 31.1-12 (c) Certificate of Compliance Application Form and Fee for renewal

- (c) The renewal inspection fee every four (4) years for multiple dwelling and every five (5) years for 1 family and 2 family dwelling shall be one hundred ninety dollars (\$190.00) for each rental dwelling and ninety-five dollars (\$95.00) for each additional rental unit contained within said rental dwelling. Future fees shall be determined by resolution of City Council. Fee to be paid prior to inspection of unit(s).

Section 6. Amendment to Article II. "Certificate of Compliance", by amending subparagraph (d) of Section 31.1-12 entitled "Multiple dwellings".

Section 31.1-12 Multiple Dwellings

- (d) Multiple dwelling with more than twenty-five (25) units shall pay a minimum fee of two thousand four hundred seventy dollars (\$2,470.00) provided the city inspection does not exceed twenty-six (26) hours for the team of inspectors. Additional hours beyond twenty-six (26) shall be charged at the rate of one hundred twenty dollars (\$120.00) per hour. Future fees shall be determined by resolution of City Council. Fee to be paid prior to inspection of unit(s).

Section 7. Interpretation.

Nothing in this Ordinance shall be construed to affect any suit or proceeding in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy or any character be lost, impaired or affected by this Ordinance.

Section 8. Severability.

Severability. Should any word, sentence, phrase or any portion of this Ordinance be held in a manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such word, sentence, phrase or any portion of the Ordinance held to be so invalid and shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this Ordinance.

Section 9. Conflicting Ordinance.

Conflicting Ordinances. All prior existing ordinances adopted by the City of Wyandotte inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

Section 10. Effective

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 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.

Motion unanimously carried.

**BILLS & ACCOUNTS****2019-117 BILLS & ACCOUNTS**

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED that the total bills and accounts of \$0 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

**REPORTS & MINUTES**

Beautification Commission

February 13 & March 13, 2019

BRDA/TIFA

December 18, 2018 & March 19, 2019

Building Code Board of Appeals

March 4, 2019

Cultural & Historical Commission

February 14, 2019

Daily Cash Receipts

March 1 & 18, 2019

Downtown Development Authority

February 12, 2019

Retirement Commission

February 15, 2019

Zoning Board of Appeals & Adjustment

March 6, 2019

**REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS**

None

**ADJOURNMENT****2019-118 ADJOURNMENT**

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 8:34 p.m.

Motion unanimously carried.



\_\_\_\_\_  
Lawrence S. Stec, City Clerk

**RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED that the minutes of the meeting held under the date of March 25, 2019, be approved as recorded, without objection.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**\_\_\_\_\_  
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\_\_\_\_\_**COUNCIL****Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz****NAYS**\_\_\_\_\_  
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**MAYOR**  
Joseph R. Peterson

**CITY CLERK**  
Lawrence S. Stec

**TREASURER**  
Todd M. Browning

**CITY ASSESSOR**  
Theodore H. Galeski



**#4a**

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

**Brian K. Zalewski**  
CHIEF OF POLICE

March 26, 2019

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

Dear Honorable Mayor and City Council Members:

**SUBJECT: TRAFFIC CONTROL ORDER 2019-02**

After review, Deputy Chief Hamilton recommends the installation of a "No Parking" sign on the north side of Davis Street just east of Fort Street, Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Deputy Chief Hamilton, this letter serves as a recommendation for Council support of Traffic Control Order 2019-02 as specified on said order.

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

Sincerely,

Brian K. Zalewski  
Chief of Police

# City of Wyandotte

## Traffic Control Order

TRAFFIC CONTROL ORDER # **2019-02**

Parking ☐

Speed ☐

Signs to be installed ☒

Other ☐

[Traffic C.doc](#)

### ORDER TO PLACE SIGNS REGULATING TRAFFIC

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

The installation of:

- “No Parking” sign on the north side of Davis Street just east of Fort Street

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

POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN

DATE:

3/26/19

FILED WITH CITY CLERK, BY CHIEF OF POLICE BRIAN ZALEWSKI, CITY OF WYANDOTTE, MICHIGAN

DATE:

3/27/19

CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN

DATE:

### CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign\_Removal»

Reason: «Note»

Amendment Approved by the Police & Fire Commission

Date:

Signature

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

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council concurs with the recommendation of Deputy Chief Hamilton as set forth in Traffic Control Order 2019-02 for the installation of a “No Parking” sign at on the north side of Davis Street just east of Fort St., Wyandotte, MI 48192.

BE IT FURTHER RESOLVED that the Department of Public Service be directed to install said signs and the City Clerk be authorized to sign said order.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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**MAYOR**  
Joseph R. Peterson

**CITY CLERK**  
Lawrence S. Stec

**TREASURER**  
Todd M. Browning

**CITY ASSESSOR**  
Theodore H. Galeski



**#4b**

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

**Brian K. Zalewski**  
CHIEF OF POLICE

March 26, 2019

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

Dear Honorable Mayor and City Council Members:

**SUBJECT: TRAFFIC CONTROL ORDER 2019-03**

After review, Deputy Chief Hamilton recommends the installation of "Handicap" signs in front of 1228 Superior, Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Deputy Chief Hamilton, this letter serves as a recommendation for Council support of Traffic Control Order 2019-03 as specified on said order.

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

Sincerely,

Brian K. Zalewski  
Chief of Police

# City of Wyandotte

## Traffic Control Order

TRAFFIC CONTROL ORDER # **2019-03**

Parking ☐  
Speed ☐  
Signs to be installed ☒  
Other ☐

[Traffic C.doc](#)

### ORDER TO PLACE SIGNS REGULATING TRAFFIC

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

The installation of:

- “Handicap” signs in front of 1228 Superior

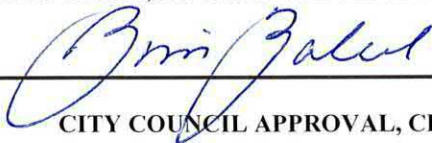
**This Traffic Control Order shall be filed in the Office of the City Clerk, City of Wyandotte, Michigan.**

POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN



DATE: 3-26-19

FILED WITH CITY CLERK, BY CHIEF OF POLICE BRIAN ZALEWSKI, CITY OF WYANDOTTE, MICHIGAN



DATE: 3/27/19

CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN

DATE: \_\_\_\_\_

### CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign\_Removal»

Reason: «Note»

Amendment Approved by the Police & Fire Commission

Date: \_\_\_\_\_

Signature

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

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council concurs with the recommendation of Deputy Chief Hamilton as set forth in Traffic Control Order 2019-03 for the installation of “Handicap” signs in front of 1228 Superior, Wyandotte, MI 48192.

BE IT FURTHER RESOLVED that the Department of Public Service be directed to install said signs and the City Clerk be authorized to sign said order.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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**MAYOR**  
Joseph R. Peterson

**CITY CLERK**  
Lawrence S. Stec

**TREASURER**  
Todd M. Browning

**CITY ASSESSOR**  
Theodore H. Galeski



**Brian K. Zalewski**  
CHIEF OF POLICE

**#4c**

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

March 26, 2019

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

Dear Honorable Mayor and City Council Members:

**SUBJECT: TRAFFIC CONTROL ORDER 2019-04**

After review, Deputy Chief Hamilton recommends the installation of "Handicap" signs in front of 1061 Lincoln, Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Deputy Chief Hamilton, this letter serves as a recommendation for Council support of Traffic Control Order 2019-04 as specified on said order.

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

Sincerely,

Brian K. Zalewski  
Chief of Police

# City of Wyandotte

## Traffic Control Order

TRAFFIC CONTROL ORDER # **2019-04**

Parking ☐  
Speed ☐  
Signs to be installed ☒  
Other ☐

[Traffic C.doc](#)

### ORDER TO PLACE SIGNS REGULATING TRAFFIC

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

The installation of:

- "Handicap" signs in front of 1061 Lincoln

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

POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN



DATE:

3-26-19

FILED WITH CITY CLERK, BY CHIEF OF POLICE BRIAN ZALEWSKI, CITY OF WYANDOTTE, MICHIGAN



DATE:

3/27/19

CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN

DATE:

### CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign\_Removal»

Reason: «Note»

Amendment Approved by the Police & Fire Commission

Date:

Signature

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

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council concurs with the recommendation of Deputy Chief Hamilton as set forth in Traffic Control Order 2019-04 for the installation of “Handicap” signs in front of 1061 Lincoln, Wyandotte, MI 48192.

BE IT FURTHER RESOLVED that the Department of Public Service be directed to install said signs and the City Clerk be authorized to sign said order.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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**MAYOR**  
Joseph R. Peterson

**CITY CLERK**  
Lawrence S. Stec

**TREASURER**  
Todd M. Browning

**CITY ASSESSOR**  
Theodore H. Galeski



**#4d**

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

**Brian K. Zalewski**  
**CHIEF OF POLICE**

March 26, 2019

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

Dear Honorable Mayor and City Council Members:

**SUBJECT: TRAFFIC CONTROL ORDER 2019-05**

After review, Deputy Chief Hamilton recommends the installation of "Handicap" signs in front of 1838 McKinley, Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Deputy Chief Hamilton, this letter serves as a recommendation for Council support of Traffic Control Order 2019-05 as specified on said order.

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

Sincerely,

Brian K. Zalewski  
Chief of Police

# City of Wyandotte

## Traffic Control Order

TRAFFIC CONTROL ORDER # **2019-05**

Parking ☐

Speed ☐

Signs to be installed ☒

Other ☐

[Traffic C.doc](#)

### ORDER TO PLACE SIGNS REGULATING TRAFFIC

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

The installation of:

- “Handicap” signs in front of 1838 McKinley

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

POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN



DATE:

3-26-19

FILED WITH CITY CLERK, BY CHIEF OF POLICE BRIAN ZALEWSKI, CITY OF WYANDOTTE, MICHIGAN



DATE:

3/27/19

CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN

DATE:

### CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign\_Removal»

Reason: «Note»

Amendment Approved by the Police & Fire Commission

Date:

Signature

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

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council concurs with the recommendation of Deputy Chief Hamilton as set forth in Traffic Control Order 2019-05 for the installation of “Handicap” signs in front of 1838 McKinley, Wyandotte, MI 48192.

BE IT FURTHER RESOLVED that the Department of Public Service be directed to install said signs and the City Clerk be authorized to sign said order.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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#5

**Saint Vincent Pallotti Parish**  
**St. Joseph's Church- St. Patrick's Church**  
**14<sup>th</sup> Annual**

# Spring Fling Festival

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

Honorary Mayor and Council,

We again seek permission to set up our festival signs 4x4 or Lawn Type from April 18 till May 13, 2019 at the city owned locations on Biddle, Goddard, Northline, Oak, Eureka and Grove.

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

Rick Malechuk (734-559-4192)  
155- North Drive  
Wyandotte, MI  
48192

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

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

WHEREAS the Council has received a request from Rick Malechuck of St. Vincent Pallotti Parish requesting the use of city property on Biddle, Goddard, Northline, Oak, Eureka, and Grove for placement of 4x4 and/or lawn signs for the Spring Fling 2019 event from April 18 through May 13, 2019.

BE IT RESOLVED that Council grants permission to St. Vincent Pallotti Parish and its Spring Fling 2019 organizers to place said signs on the requested city-owned lots for the requested time period, provided that the organization submits a Hold Harmless Agreement to the City Clerk, as prepared by the Department of Legal Affairs.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 8th, 2019

AGENDA ITEM # **6**

**ITEM:** Stellar Entertainment Inc. - Garden Brothers Circus – Yack Arena Rental

**PRESENTER:** Justin N. Lanagan, Superintendent of Recreation

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Garden Brothers Circus last performed at the Yack Arena in 2015. They have not performed at the Yack regularly due to the fact that Circus Pages normally performs around the same time every year. We recently learned that Circus Pages has closed operations due to a death in the family and will not be returning to the Yack this summer.

Jim Davis, Executive Director of Stellar Entertainment, recently contacted us and is interested in bringing the Garden Brothers Circus to the Yack Arena for two days, May 22<sup>nd</sup> and 23<sup>rd</sup>. The performances are mostly human based, featuring clowns, magicians, and some stunts. He also said they would have a variety of animals including camels, horses, dogs, and elephants

**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 Garden Brothers Circus.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 101-000-654-610-020. This rental will generate approximately \$2600 of revenue.

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDupdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Approved by Legal Affairs

**MAYOR'S RECOMMENDATION:** *ALP*

**LIST OF ATTACHMENTS:**

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

**RESOLUTION:**

Wyandotte, Michigan  
Date: April 8th, 2019

RESOLUTION by Councilman \_\_\_\_\_

**RESOLVED** by the City Council that Council **CONCURS** with the recommendation of the Superintendent of Recreation and hereby **APPROVES** the Benjamin F. Yack Arena rental contract for the Stellar Entertainment Inc. Garden Brothers Circus in the amount of \$1,300.00 per day including all associated rental costs payable in full upon completion of the event as stipulated in the contract; performances to be held at on Wednesday May 22<sup>nd</sup> and Thursday May 23<sup>rd</sup>.. **AND BE IT FURTHER RESOLVED** that Council hereby authorizes the Mayor and City Clerk to sign said rental agreement.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Alderman  
Calvin  
Desana  
Maiani  
Sabuda  
Schultz

## BENJAMIN F. YACK RECREATION CENTER RENTAL CONTRACT

City of Wyandotte, Michigan

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

### *Witnesseth:*

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

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

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

All groups using the facility must supply:

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

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

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

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

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

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

(5) The General Conditions and Rules and Regulations:

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

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

- A. **Workmen's Compensation Insurance as required by the laws of the State of Michigan;**
  - B. **Public Liability with a minimum of \$ 1,000,000.00 for each occurrence;**
  - C. **Property Damage with a minimum of \$ 1,000,000.00 for each occurrence;**
  - D. **Dram Shop and Alcohol Liability coverage with minimum of \$1,000,000.00.**
- B. The Permittee shall indemnify and save harmless the Owner from and against all claims, suits, actions and damages, and/ or causes of action arising during the period of use and occupancy by the Permittee and for the term of this Permit for any personal injury, loss of life and/or damages to property, including Owner's property, sustained in or about the premises or that portion of the Building and improvements thereof, or appurtenances thereto, used by the Permittee, occurring during such time as the Permittee may be using or renting said premises, and from and against all costs, legal fees, expenses and liabilities in and about any such claim or the defense of any action or proceedings thereon, and from and against any order, judgment and/or decrees which may be entered therein when any of the aforesaid are caused or occasioned by negligence of the Permittee, its agents sub-contractors or employees, or persons attending the Building by reason of the use thereof by the Permittee.
- C. Permittee agrees not to use nor to permit any person to use in any manner whatsoever that part of the premises used by Permittee in its operations hereunder for any illegal purpose or for any purpose in violation of any Federal, State or municipal law, ordinance, rule, order or regulation or of any reasonable rule or regulation of Owner now in effect or hereafter enacted or adopted and will protect, indemnify and forever save and keep harmless Owner and the individual representatives thereof and their agents from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, reasonable rule, order or regulation occasioned by any act, neglect or omission of Permittee, or any employee, person or occupant in Permittee's employ or control for the time being on said premises and engaged in the Permittee's operations hereunder.
- D. The Permittee agrees to furnish a sufficient number of ushers, ticket takers, special policemen, doorkeepers or other employees to properly handle and supervise the conduct of all persons in attendance at functions conducted by the Permittee, and to adopt, promulgate and enforce rules and regulations governing the conduct of such attendants. It is further understood and agreed that such attendants shall for all purposes be the agents of the Permittee.
- E. The Permittee shall furnish all service required to conduct its business in the Building. In the event of any violation or in case Owner or its authorized representative shall deem any conduct on the part of Permittee or any person or occupant on Permittee's employ or control for the time being on the premises (and engaged in the operation thereof) to be objectionable or improper, the responsibility for such conduct shall be deemed prima facie to be that of the Permittee. Permittee will, at the written request of Owner or its

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

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

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

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

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

PERMITTEE:

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

By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title or Position if signing  
on behalf of the Permittee

OWNER:

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

By

\_\_\_\_\_  
Mayor Joseph Peterson

\_\_\_\_\_  
City Clerk Lawrence S. Stec

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

Name \_\_\_\_\_  
Department of Legal Affairs

**YACK ARENA HOLD HARMLESS AGREEMENT**

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

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

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

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**EVENT INFORMATION - PRINT**

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Phone # \_\_\_\_\_

Cell Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Signature \_\_\_\_\_

Title or Position \_\_\_\_\_  
if signing on behalf  
of the Permittee

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

Name \_\_\_\_\_  
Department of Legal Affairs

# BENJAMIN F. YACK RECREATION CENTER

WYANDOTTE  
RECREATION  
DEPARTMENT

## 2019 Associated Rental Cost

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

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

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

**\$500 per day**  
**\$1,000 per day**  
**\$100 per hour**

### **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

**\$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 (3<sup>RD</sup> & 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](http://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: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

**RESOLVED** that Council concurs with the recommendation of the Superintendent of Recreation and hereby approves the Benjamin F. Yack Arena rental contract for the Stellar Entertainment Inc. Garden Brothers Circus in the amount of \$1,300.00 per day including all associated rental costs payable in full upon completion of the event as stipulated in the contract; performances to be held at on Wednesday May 22<sup>nd</sup> and Thursday May 23<sup>rd</sup>; **AND**

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

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 8, 2019

**AGENDA ITEM #** 7

**ITEM:** Amendments to the Freedom of Information Act (FOIA)

**PRESENTER:** Lawrence S. Stec, City Clerk



**INDIVIDUALS IN ATTENDANCE:** Lawrence S. Stec, City Clerk

**BACKGROUND:** The Michigan Legislature recently approved two important amendments to the Michigan Freedom of Information Act (FOIA). PA 523 of 2018, effective December 28, 2018, amended Section 3 to require complete contact information, including, name, address, and telephone/email address to be included in any FOIA request and amended Section 4 to require a requestor to make a timely deposit (within 45 days) in order to keep the request “active”. These changes required our office to make changes to several forms and public FOIA documents, which has been done with assistance from the Department of Legal Affairs.

**STRATEGIC PLAN/GOALS:** To encourage and respect citizen participation and provide transparency in all city matters.

**ACTION REQUESTED:** Acknowledge the changes to our FOIA documents and forms as a result of PA 523 of 2018 and require all city offices/officials to utilize the new forms via the website (once posted).

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

**IMPLEMENTATION PLAN:** Incorporate legislation changes into the FOIA Public Summary, FOIA Procedures and Guidelines, FOIA Request, and FOIA Request Detailed Cost Itemization forms and begin to distribute these revised forms and replace the previous versions on the City’s website. The Clerk’s Office will send out the revised forms to department heads for distribution and encourage them within said email to access the forms from the City’s website.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR’S RECOMMENDATION:**

*Shrysdale*

**LEGAL COUNSEL’S RECOMMENDATION:**

*W Foot*

**MAYOR’S RECOMMENDATION:**

*Alt.*

**LIST OF ATTACHMENTS:**

FOIA Public Summary  
FOIA Procedures and Guidelines  
FOIA Request Form  
FOIA Request Detailed Cost Itemization Form

**WITH CHANGES HIGHLIGHTED**

**MODEL RESOLUTION:**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council acknowledges the amendments made to the Michigan Freedom of Information Act via PA 523 of 2018 and concurs with the revisions made by the Clerk's Office and Department of Legal Affairs to pertinent City of Wyandotte documents.

BE IT FURTHER RESOLVED that Council directs all departments to destroy obsolete forms use the website to obtain FOIA forms from this point forward in order to maintain consistency and to direct any FOIA questions to the Clerk's Office.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

**COUNCIL**

**NAYS**

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**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

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## **CITY OF WYANDOTTE**

### **WRITTEN PUBLIC SUMMARY OF FOIA PROCEDURES AND GUIDELINES**

Consistent with Public Act 563 of 2014 amending the Michigan Freedom of Information Act (FOIA), the following is the Written Public Summary of the City's FOIA Procedures and Guidelines relevant to the general public.

#### **1. How do I submit a FOIA request to the City of Wyandotte?**

- Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the City of Wyandotte must be submitted in writing and must contain the person's name, address (in written compliance with U.S. Postal Service addressing standards) and contact information (with an individual's name of the Requester's agent if the request is made by a person other than an individual) and a valid telephone number or electronic mail address.
- A request must sufficiently describe a public record so as to enable the City to find it.
- No specific form to submit a written request is required. However, a FOIA Request form for your use and convenience is available on the City's website at [www.wyandotte.net](http://www.wyandotte.net).
- Written requests can be made in person by delivery to any City office in person or by mail.
- Requests can also be made by facsimile by calling (734) 556-3131 for non-Public Safety records and (734) 324-4439 for Public Safety records.
- A request may also be submitted by e-mail. To ensure a prompt response, e-mail requests should contain the term "FOIA" or "FOIA Request" in the subject line and be sent to [foia@wyan.org](mailto:foia@wyan.org).

*Note: If you are serving a sentence of imprisonment in a local, state or federal correctional facility you are not entitled to submit a request for a public record.*

#### **2. What kind of response can I expect to my request?**

- Within 5 business days of receipt of a FOIA request the City will issue a response. If a request is received by facsimile or e-mail the request is deemed to have been received on the following business day. The City will respond to your request in one of the following ways:
  - Grant the request.
  - Issue a written notice denying the request.
  - Grant the request in part and issue a written notice denying in part the request.
  - Issue a notice indicating that due to the nature of the request the City needs an additional 10 business days to respond.
  - Issue a written notice indicating that the public record requested is available at no charge on the City's website.
- If the request is granted, or granted in part, the City will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available. If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, the City will require a deposit before processing the request.

### **3. What are the City's fee deposit requirements?**

- If the City has made a good faith calculation that the total fee for processing the request exceeds \$50.00, the City will require that you provide a deposit in the amount of 50% of the total estimated fee. When the City requests the deposit it will provide you a non-binding best efforts estimate of how long it will take to process the request following receipt by the City of your deposit.
- If the City receives a request from a person who has not paid the City for copies of public records made in fulfillment of a previously granted written request, the City will require a deposit of 100% of the estimated processing fee before it begins to search for the public record for any subsequent written request when all of the following conditions exist:
  - The final fee for the prior written request is not more than 105% of the estimated fee;
  - The public records made available contained the information sought in the prior written request and remain in the City's possession;
  - The public records were made available to the individual, subject to payment, within the time frame estimated by the City to provide the records;
  - 90 days have passed since the City notified the individual in writing that the public records were available for pickup or mailing;
  - The individual is unable to show proof of prior payment to the City; and
  - The City has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.
- The City will not require the 100% estimated fee deposit if any of the following apply:
  - The person making the request is able to show proof of prior payment in full in the City;
  - The City is subsequently paid in full for all applicable prior written requests; or
  - 365 days have passed since the person made the request for which full payment was not remitted to the City.

### **4. How does the City calculate FOIA processing fees?**

- A fee will not be charged for the cost of search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the City because of the nature of the request in the particular instance, and the City specifically identifies the nature of the unreasonably high costs.
- The Michigan FOIA statute permits the City to assess and collect a fee for six designated processing components. The City may charge for the following costs associated with processing a request:
  - Labor costs associated with searching for, locating and examining a requested public record.
  - Labor costs associated with a review of a record to separate and delete information exempt from disclosure of information which is disclosed.
  - The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media.
  - The cost of duplication or publication, not including labor, of paper copies of public records.

- Labor costs associated with duplication or publication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
  - The cost to mail or send a public record to a requestor.
- Labor Costs
    - All labor costs will be estimated and charged in 15 minute increments with all partial time increments rounded down.
    - Labor costs will be charged at the hourly wage of the lowest-paid City employee capable of doing the work in the specific fee category, regardless of who actually performs work. (Unless contract or outside labor is necessary)
    - Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.
  - Non-paper Physical Media
    - The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
    - This cost will only be assessed if the City has the technological capability necessary to provide the public record in the requested non-paper physical media format.
  - Paper Copies
    - Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper. Copies for non-standard sized sheets will reflect the actual cost of reproduction.
    - The City may provide records using double-sided printing, if cost-saving and available.
  - Mailing Costs
    - The cost of mail public records will use a reasonably economical and justified means.
    - The City may charge for the least expensive form of postal delivery confirmation.
    - No cost will be made for expedited shipping or insurance unless requested.

## **5. How do I qualify for a reduction of the processing fees?**

- The City may waive or reduce the fee associated with a request when City determines that to do so is the public interest because release of the information is considered as primarily benefitting the general public.
- The City will waive the first \$20.00 of the processing fee for a request if you submit an affidavit stating that you are:
  - Indigent and receiving specific public assistance; or
  - If not receiving public assistance, stating facts demonstrating an inability to pay because of indigency.
- You are not eligible to receive the \$20.00 waiver if you:
  - have previously received discounted copies of public records from the City twice during the calendar year; or
  - are requesting information on behalf of other persons who are offering or providing payment to you to make the request.

- An affidavit is sworn statement. For your convenience the City has provided an Affidavit of Indigency form for the waiver of FOIA fees on its website.
- The City will waive the fee for a nonprofit organization which meets all of the following conditions:
  - The organization is designated by the State under federal law to carry out activities under the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and under the Protection and Advocacy for Individuals with Mental Illness Act;
  - The request is made directly on behalf of the organization or its clients;
  - The request is made for a reason wholly consistent with the provisions of federal law under Section 931 of the Mental Health Code; and
  - The request is accompanied by documentation of the organization's designation by the State

## **6. How may I challenge the denial of a public record or an excessive fee?**

### ○ Appeal of a Denial of a Public Record

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may file an appeal of the denial with the Office of the Mayor. The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons you are seeking a reversal of the denial.

Within 10 business days of receiving the appeal the Mayor will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part.

Whether or not you submitted an appeal of a denial to the Mayor, you may file a civil action in Wayne County Circuit Court within 180 days after the City's final determination to deny your request. Should you prevail in the civil action the court will award you reasonable attorneys' fees, costs and disbursements. If the court determines that the City acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court shall award you damages in the amount of \$1000.00

### ○ Appeal of an Excessive FOIA Processing Fee

If you believe that the fee charged by the City to process your FOIA request exceeds the amount permitted by state law, you must first submit a written appeal for a fee reduction to the Office of the Mayor. The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds that amount permitted.

Within 10 business days after receiving the appeal, the Mayor will respond in writing by:

- Waiving the fee;
- Reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
- Upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the Mayor will respond to the written appeal.

Within 45 days after receiving notice of the Mayor's determination of the processing fee appeal, you may commence a civil action in Wayne County Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys' fees, costs and disbursements. If the court determines that the City acted arbitrarily and capriciously by charging an excessive fee, court may also award you punitive damages in the amount of \$500.00.

**Need more details or information?**

This is only a summary of the City of Wyandotte's FOIA Procedures and Guidelines. For more details and information, copies of the City of Wyandotte's FOIA Procedures and Guidelines are available at no charge at any City office and on the City's website.

## **CITY OF WYANDOTTE**

### **FREEDOM OF INFORMATION ACT PROCEDURES & GUIDELINES**

#### **Preamble: Statement of Principles**

It is the policy of the City of Wyandotte that all persons, except those who are serving a sentence of imprisonment, consistent with the Michigan Freedom of Information Act (FOIA), are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees. The people shall be informed so that they fully participate in the democratic process.

The City of Wyandotte's policy with respect to FOIA requests is to comply with State law in all respects and to respond to FOIA requests in a consistent, fair, and even-handed manner regardless of who makes such a request.

The City of Wyandotte acknowledges that it has a legal obligation to disclose all nonexempt public records in its possession pursuant to a FOIA request. The City of Wyandotte acknowledges that sometimes it is necessary to invoke the exemptions identified under FOIA in order to ensure the effective operation of government and to protect the privacy of individuals.

The City of Wyandotte will protect the public's interest in disclosure, while balancing the requirements to withhold or redact portions of certain records. The City of Wyandotte's policy is to disclose public records consistent with and in compliance with State law.

#### **Section 1: General Policies**

The City Council acting pursuant to the authority at MCL 15.236 designates the City Clerk as the FOIA Coordinator. He or she is authorized to designate other City staff to act on his or her behalf to accept and process written requests for the City's public records and approve denials. However, because of the large number of requests that are made for police records, and due to the fact that all such records are maintained at the police department, any request for records pertaining to the police department shall be submitted directly to the Wyandotte Police Department. The Police Chief or his designee shall follow the procedures of the FOIA Coordinator and maintain the requests that are made within the police department.

If a request for a public record is received by facsimile or e-mail, the request is deemed to have been received on the following business day. If a request is sent by e-mail and delivered to a City spam or junk-mail folder, the request is not deemed received until one day after the FOIA Coordinator first becomes aware of the request. The FOIA Coordinator shall note in the FOIA log both the date the request was delivered to the spam or junk-mail folder and the date the FOIA Coordinator became aware of the request.

The FOIA Coordinator shall review City spam and junk-mail folders on a regular basis, which shall be no less than once a month. The FOIA Coordinator shall work with City

Information Technology staff to develop administrative rules for handling spam and junk-mail so as to protect City systems from computer attacks which may be imbedded in an electronic FOIA request.

The FOIA Coordinator may, in his or her discretion, implement administrative rules, consistent with State law and these Procedures and Guidelines to administer the acceptance and processing of FOIA requests.

The City is not obligated to create a new public record or make a compilation or summary of information which does not already exist. Neither the FOIA Coordinator nor other City staff are obligated to provide answers to questions contained in requests for public records or regarding the content of the records themselves.

The FOIA Coordinator shall keep a copy of all written requests for public records received by the City on file for a period of at least one year.

## **Section 2: Requesting a Public Record**

A person requesting to inspect or obtain copies of public records prepared, owned, used, possessed or retained by City of Wyandotte must do so in writing. The request must sufficiently describe a public record so as to enable City personnel to identify and find the requested public record. The requester (other than an individual who qualifies as indigent under the Freedom of Information Act) must include their complete name, address and contact information in the request. An address must be written in compliance with United States Postal Service addressing standards and the contact information must include a valid telephone number or electronic mail address. If the request is made by a person other than an individual, the requestor must include the complete name, address, and contact information of the person's agent who is an individual.

No specific form to submit a request for a public record is required. However, the FOIA Coordinator may make available a FOIA Request Form for use by the public.

Written requests for public records may be submitted in person or by mail to any City office. Requests may also be submitted electronically by facsimile and e-mail. Upon their receipt, requests for public records shall be promptly forwarded to the FOIA Coordinator for processing.

A person may request that public records be provided on non-paper physical media, electronically mailed or otherwise provided to him or her in lieu of paper copies. The City will comply with the request only if it possesses the necessary technological capability to provide records in the requested non-paper physical media format.

A person may subscribe to future issues of public records that are created, issued or disseminated by the City of Wyandotte on a regular basis. A subscription is valid for up to 6 months and may be renewed by the subscriber.

A person who makes a verbal, non-written request for information believed to be available on the City's website, where practicable and to the best ability of the employee receiving the request, shall be informed of the pertinent website address.

A person serving a sentence of imprisonment in a local, state or federal correctional facility is not entitled to submit a request for a public record. The FOIA Coordinator will deny all such requests.

A request for records by a City of Wyandotte elected official, public officer, or city employee, city attorney or city consultant will not require a written request. If the city clerk determines that the requested records contains information exempt from disclosure, then the clerk shall notify the above individual that a written request for the record will be required. The FOIA Coordinator shall not provide the requested records until receiving the written request and redacting the exempt information. Information provided to the elected official will also be forwarded to all councilpersons and the mayor. Other than stated above, the elected officials, public officers and city employees are subject to all of the provisions of the state and federal laws.

### **Section 3: Processing a Request**

Unless otherwise agreed to in writing by the person making the request, within 5 business days of receipt of a FOIA request the City will issue a response. If a request is received by facsimile, e-mail or other electronic transmission, the request is deemed to have been received on the following business day. The City will respond to the request in one of the following ways:

- Grant the request.
- Issue a written notice denying the request.
- Grant the request in part and issue a written notice denying in part the request.
- Issue a notice indicating that due to the nature of the request the City needs an additional 10 business days to respond. Only one such extension is permitted.
- Issue a written notice indicating that the public recorded requested is available at no charge on the City's website.

If the request is granted, or granted in part, the FOIA Coordinator will require that payment be made in full for the allowable fees associated with responding to the request before the public record is made available. The FOIA Coordinator shall provide a detailed itemization of the allowable costs incurred to process the request to the person making the request. A copy of these Procedures and Guidelines shall be provided to the requestor with the response to a written request for public records, provided however, that if these Procedures and Guidelines, and its Written Public Summary are maintained on the City's website, then a website link to those documents may be provided in lieu of providing paper copies.

If the cost of processing a FOIA request is \$50 or less, the requester will be notified of the amount due and where the documents can be obtained.

If based on a good faith calculation by the City, the cost of processing a FOIA request is expected to exceed \$50, or if the requestor has not fully paid for a previously granted request, the City will require a good-faith deposit before processing the request. In making the request for a

good-faith deposit the FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by the City to process the request and also provide a best effort estimate of a time frame it will take the City to provide the records to the requestor. The best efforts estimate shall be nonbinding on the City, but will be made in good faith and will strive to be reasonably accurate, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by Section 1 of the FOIA.

If the request is denied or denied in part, the FOIA Coordinator will issue a Notice of Denial which shall provide in the applicable circumstance:

- An explanation as to why a requested public record is exempt from disclosure; or
- A certificate that the requested record does not exist under the name or description provided by the requestor, or another name reasonably known by the City; or
- An explanation or description of the public record or information within a public record that is separated or deleted from the public record; and
- An explanation of the person's right to submit an appeal of the denial to either the office of the Mayor or seek judicial review in the Wayne County Circuit Court; and
- An explanation of the right to receive attorneys' fees, costs, and disbursements as well actual or compensatory damages, and punitive damages of \$1,000, should they prevail in Circuit Court.
- The Notice of Denial shall be signed by the FOIA Coordinator.

If the request does not sufficiently describe a public record, the FOIA Coordinator may, in lieu of issuing a Notice of Denial indicating that the request is deficient, seek clarification or amendment of the request by the person making the request. Any clarification or amendment will be considered a new request subject to the timelines described in this Section.

The City shall provide reasonable facilities and opportunities for persons to examine and inspect public records during normal business hours. The FOIA Coordinator is authorized to promulgate rules regulating the manner in which records may be viewed so as to protect City records from loss, alteration, mutilation or destruction and to prevent excessive interference with normal City operations.

The FOIA Coordinator shall, upon written request, furnish a certified copy of a public record at no additional cost to the person requesting the public record.

The City Council determines that records that may be exempted from disclosure by Section 13 of the Freedom of Information Act should not be routinely disclosed and directs the FOIA Coordinator to redact the exempt material from the requested record before making the record available for examination and copying.

## **Section 4: Fee Deposits**

If the fee estimate is expected to exceed \$50.00 based on good-faith calculation by the City, the requestor will be asked to provide a deposit not exceeding one-half of the total estimated fee. If a deposit that is required is not received by the public body within 45 days from receipt by the requesting person of the notice that a deposit is required, and if the requesting person has not filed an appeal of the deposit amount pursuant to section 8, the request shall be considered abandoned by the requesting person and the public body is no longer required to fulfill the request. Notice of a deposit requirement is considered received 3 days after it is sent, regardless of the means of transmission. Notice of a deposit requirement must include notice of the date by which the deposit must be received, which date is 48 days after the date the notice is sent.

If a request for public records is from a person who has not fully paid the City for copies of public records made in fulfillment of a previously granted written request, the FOIA Coordinator will require a deposit of 100% of the estimated processing fee before beginning to search for a public record for any subsequent written request by that person when all of the following conditions exist:

- The final fee for the prior written request is not more than 105% of the estimated fee;
- The public records made available contained the information sought in the prior written request and remain in the City's possession;
- The public records were made available to the individual, subject to payment, within the time frame estimated by the City to provide the records;
- 90 days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;
- The individual is unable to show proof of prior payment to the City; and
- The FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.

The FOIA Coordinator will not require an increased estimated fee deposit if any of the following apply:

- The person making the request is able to show proof of prior payment in full to the City;
- The City is subsequently paid in full for the applicable prior written request; or
- 365 days have passed since the person made the request for which full payment was not remitted to the City.

## **Section 5: Calculation of Fees**

A fee will not be charged for the cost of search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the City because of the nature of the request in the particular instance, and the City specifically identifies the nature of the unreasonably high costs.

The following factors shall be used to determine an unreasonably high cost to the City:

- The particular request incurs costs greater than incurred from the typical or usual request received by the City. *See Bloch v Davison Community Schools, 2011 Mich App Lexis 771, 2011 WL 1564645*
- Volume of the public record requested
- Amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.
- Whether public records from more than one City department or various City offices is necessary to respond to the request.
- The available staffing to respond to the request.
- Any other similar factors identified by the FOIA Coordinator in responding to the particular request.

The City may charge for the following costs associated with processing a FOIA request:

- Labor costs directly associated with searching for, locating and examining a requested public record.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure of information which is disclosed.
- The actual cost of computer discs, computer tapes or other digital or similar media.
- The cost of duplication of publication, not including labor, of paper copies of public records.
- The cost of labor associated with duplication or publication, including making paper copies, making digital copies or transferring digital public records to non-paper physical media or through the Internet or other electronic means.
- The actual cost of mailing or sending a public record.

Labor costs will be calculated based on the following requirements:

- All labor costs will be estimated and charged in 15 minute increments with all partial time increments rounded down†.
- Labor costs will be charged at the hourly wage of the lowest-paid City employee capable of doing the work in the specific fee category, regardless of who actually performs work.‡
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. The City may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits
- Overtime wages will not be included in labor costs until agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.

The cost to provide records on non-paper physical media when so requested will be based on the following requirements:

- Computer disks, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.

- The cost will only be assessed if the City has the technological capability necessary to provide the public record in the requested non-paper physical media format.
- In order to ensure the integrity and security of the City's technological infrastructure, the City will procure any requested non-paper media and will not accept non-paper media from the requestor.

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†The cost of labor directly associated with duplication, publication or transferring records to nonpaper physical media can be charged in time increments of the public body's choosing with all partial increments rounded down.

‡If using contract or outside labor to separate and delete exempt material from non-exempt material, the public body must clearly note the name of person or firm who does the work and the total labor cost may not exceed an amount 6 times the state minimum hourly wage, which is currently \$8.15.

The cost to provide paper copies of records will be based on the following requirements;

- Paper copies of public records made on standard letter (8 ½ X 11) or legal (8 ½ X 14) sized paper will not exceed \$.10 per sheet of paper. Copies for nonstandard sized sheets will reflect the actual cost of reproduction.
- The City may provide records using double-sided printing, if cost-saving and available.

The cost to mail records to a requestor will be based on the following requirements:

- The actual cost to mail public records using a reasonably economical and justified means.
- The City may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless requested.

If the FOIA Coordinator does not respond to a written request in a timely manner, the following shall be required:

- Reduce the labor costs by 5% for each day the City exceeds the time permitted under FOIA up to a 50% maximum reduction, if any of the following applies:
  - The late response was willful and intentional.
  - The written request, within the first 250 words of the body of a letter, facsimile, e-mail or e-mail attachment conveyed a request for information.
  - The written request included the words, characters, or abbreviations for "freedom of information", "information", "FOIA", "copy" or a recognizable misspelling of such, or legal code reference to MCL 15.231 et seq or 1976 Public Act 442 on the front of an envelope or in the subject line of an e-mail, letter or facsimile cover page.
- Fully note the charge reduction in the Detailed Itemization of Costs Form

## **Section 6: Waiver of Fees**

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgement of the FOIA Coordinator a waiver or reduced fee is in the public interest because such can be considered as primarily benefitting the general public.

The FOIA Coordinator will waive the first \$20.00 of the processing fee for a request if the person requesting a public record submits an affidavit stating that they are:

- Indigent and receiving specific public assistance; or
- If not receiving public assistance stating facts demonstrating an inability to pay because of indigence.

An individual is not eligible to receive the waiver if:

- The requestor has previously received discounted copies of public records from the City twice<sup>§</sup> during the calendar year; or

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<sup>§</sup>The FOIA requires that an indigent requestor is entitled to at least two discounted fees in a calendar year; however a public body may permit more than two than if it so chooses to do so.

- The requestor requests information in connection with other persons who are offering or providing payment to make the request.

An affidavit is sworn statement. The FOIA Coordinator may make a Fee Waiver Affidavit Form available for use by the public.

A nonprofit organization designated by the State to carry out activities under subtitle C of the Development Disabilities Assistance and Bill of Rights Act of 200 and the Protection and Advocacy for Individuals with Mental Illness Act, or their successors , if the request meets all of the following requirements:

- Is made directly on behalf of the organization or its clients;
- Is made for a reason wholly consistent with the mission and provisions of those laws under Section 931 of the Mental Health Code, MCL 330.1931;
- Is accompanied by documentation of its designation by the State.

## **Section 7: Appeal of a Denial of a Public Record**

When a requestor believes that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, he or she may file an appeal of the denial with the Office of the Mayor. The appeal must be in writing, specifically state the word “appeal” and identify the reason or reasons the requestor is seeking a reversal of the denial.

Within 10 business days of receiving the appeal the Mayor will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part.
- Under unusual circumstances, such as the need to examine or review a voluminous amount of separate and distinct public records or the need to collect the requested records from numerous facilities located apart from the office receiving or processing the request, the Mayor may issue not more than 1 notice of extension for not more than 10 business days to respond to the appeal.

Whether or not a requestor submitted an appeal of a denial to the Mayor, he or she may file a civil action in Wayne County Circuit Court within 180 days after the City's final determination to deny the request.

If the court determines that the public record is not exempt from disclosure, the court will award the appellant reasonable attorney's fees, cost and disbursements. If the court determines that the appellant prevails only in part, the court in its discretion may award all or an appropriate portion of reasonable attorneys' fees, costs and disbursements.

If the court determines that the City arbitrarily and capriciously violated the FOIA by refusing or delaying the disclosure of copies of a public record, it shall award the appellant punitive damages in the amount of \$1,000 and the Court shall also order that the public body pay a civil fine of \$1,000 to the general fund of the State treasury.

### **Section 8: Appeal of an Excessive FOIA Processing Fee**

If a requestor believes that the fee charged by the City to process a FOIA request exceeds that amount permitted by state law, he or she must first submit a written appeal for a fee reduction to the Office of the Mayor. The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted.

Within 10 business days after receiving the appeal, the Mayor will respond in writing by:

- Waive the fee;
- Reduce the fee and issue a written determination indicating the specific basis that supports the remaining fee, accompanied by a certification by the Mayor that the statements in the determination are accurate and the reduced fee amount complies with these Procedures and Guidelines and Section 4 of the FOIA;
- Uphold the fee and issue a written determination indicating the specific basis under Section 4 of the FOIA that supports the required fee, accompanied by a certification by the Mayor that the statements in the determination are accurate and the fee amount complies with these Procedures and Guidelines and Section 4 of the FOIA; or
- Issue a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the Mayor will respond to the written appeal.

Within 45 days after receiving notice of the Mayor's determination of a fee appeal, a requestor may commence a civil action in Wayne County Circuit Court for a fee reduction. If a civil action is filed appealing the fee, the City is not obligated to process the request for the public record until the Court resolves the fee dispute.

If the court determines that the City required a fee that exceeds the amount permitted, it shall reduce the fee to a permissible amount. If the appellant in the civil action prevails by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys' fees, costs and disbursements.

If the court determines that City has acted arbitrarily and capriciously by charging an excessive fee, the court shall also award the appellant punitive damages in the amount of \$500.

## **Section 9: Conflict with Prior FOIA Policies and Procedures; Effective Date**

To the extent that these Procedures and Guidelines conflict with previous FOIA policies promulgated by City Council these Procedures and Guidelines are controlling. To the extent that any administrative rule promulgated by the FOIA Coordinator subsequent to the adoption of this resolution is found to be in conflict with any previous policy promulgated by the City Council, the administrative rule promulgated by the FOIA Coordinator is controlling.

To the extent that any provision of these Procedures and Guidelines or any administrative rule promulgated by the FOIA Coordinator pertaining to the release of public records is found to be in conflict with any State statute, the applicable statute shall control.

These FOIA Policies and Guidelines become effective June 23, 2015.

## **Section 10: City of Wyandotte FOIA Forms**

- Request Form
- Denial Form
- Waiver of Fee Form
- Detailed Itemization of Fees Form
- Promulgated Rules for Inspection and Examination of Records



**Records Located on Website**

If the City directly or indirectly administers or maintains an official internet presence, any public records available to the general public on that internet site at the time the request is made are exempt from any labor charges to redact (*separate exempt information from non-exempt information*).

If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, the City must notify the requestor in its written response that all or a portion of the requested information is available on its website. The written response, to the degree practicable in the specific instance, must include a specific webpage address where the requested information is available. On the detailed cost itemization form, the City must separate the requested public records that are available on its website from those that are not available on the website and must inform the requestor of the additional charge to receive copies of the public records that are available on its website.

If the City has included the website address for a record in its written response to the requestor and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form, including digital media, the City must provide the public records in the specified format (if the City has the technological capability) but may use a fringe benefit multiplier greater than the 50%, not to exceed the actual costs of providing the information in the specified format.

**Request for Copies/Duplication of Records on City Website**

I hereby stipulate that, even if some or all of the records are located on a City website, I am requesting that the City make copies of those records on the website and deliver them to me in the format I have requested above. I understand that some FOIA fees may apply.

Requestor's Signature

Date

**Overtime Labor Costs**

Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed cost itemization form.

**Consent to Overtime Labor Costs**

I hereby agree and stipulate to the City using overtime wages in calculating the following labor costs as itemized in the following categories:

1. ☐ Labor to copy/duplicate      2. ☐ Labor to locate      3a. ☐ Labor to redact      3b. ☐ Contract labor to redact  
6b. ☐ Labor to copy/duplicate records already on City's website

Requestor's Signature

Date

**Request for Discount: Indigence**

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by an individual who is entitled to information under this act and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, **OR**
- 2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if **ANY** of the following apply:

- (i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year,
- (ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

**Office Use:**   ☐ Affidavit Received   ☐ Eligible for Discount   ☐ Ineligible for Discount

I am submitting an affidavit and requesting that I receive the discount for indigence for this FOIA request:

Date:

Requestor's Signature:

**Request for Discount: Nonprofit Organization**

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, if the request meets **ALL** of the following requirements:

- (i) Is made directly on behalf of the organization or its clients.
- (ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931.
- (iii) Is accompanied by documentation of its designation by the state, if requested by the City.

**Office Use:**   ☐ Documentation of State Designation Received   ☐ Eligible for Discount   ☐ Ineligible for Discount

I stipulate that I am a designated agent for the nonprofit organization making this FOIA request and that this request is made directly on behalf of the organization or its clients and is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931:

Date:

Requestor's Signature:

City: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

CITY OF WYANDOTTE  
3200 Biddle Avenue  
Wyandotte, Michigan 48192  
Phone: (734) 324-4560  
Fax: (734) 556-3131

**Request Form**  
Note: Requestors are not required to use this form. The City may complete one for recordkeeping if not used.

## Freedom of Information Act Request Detailed Cost Itemization

Date: \_\_\_\_\_ Prepared for **Request No.:** \_\_\_\_\_ Date Request Received: \_\_\_\_\_

The following costs are being charged in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to the City's FOIA Policies and Guidelines.

### 1. Labor Cost for Copying / Duplication

This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.

This shall not be more than the hourly wage of the City's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in \_\_\_\_\_-minute time increments as set by the City board (for example: 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than one increment, there is no charge.

Hourly Wage Charged: \$ \_\_\_\_\_

Charge per increment: \$ \_\_\_\_\_

OR

Hourly Wage with Fringe Benefit Cost: \$ \_\_\_\_\_

OR

Multiply the hourly wage by the percentage multiplier: \_\_\_\_\_% (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ \_\_\_\_\_

☐ Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the number of minutes: \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down. Enter below:

Number of increments

x \_\_\_\_\_ =

1. Labor Cost

\$ \_\_\_\_\_

### 2. Labor Cost to Locate:

This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. **This fee is being charged because failure to do so will result in unreasonably high costs to the City that are excessive and beyond the normal or usual amount for those services compared to the City's usual FOIA requests, because of the nature of the request in this particular instance, specifically:** \_\_\_\_\_

The City will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in \_\_\_\_\_-minute time increments (must be 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Wage Charged: \$ \_\_\_\_\_

Charge per increment: \$ \_\_\_\_\_

OR

Hourly Wage with Fringe Benefit Cost: \$ \_\_\_\_\_

OR

Multiply the hourly wage by the percentage multiplier: \_\_\_\_\_% (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ \_\_\_\_\_

☐ Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the number of minutes: \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down. Enter below:

Number of increments

x \_\_\_\_\_ =

2. Labor Cost

\$ \_\_\_\_\_

### 3a. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a City employee. If contracted, use No. 3b instead).

The City will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the City that are excessive and beyond the normal or usual amount for those services compared to the City's usual FOIA requests, because of the nature of the request in this particular instance, specifically: \_\_\_\_\_

This is the cost of labor of a **City employee**, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of the **City's lowest-paid employee** capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in \_\_\_\_-minute time increments (*must be 15-minutes or more*); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ \_\_\_\_\_

Charge per increment: \$ \_\_\_\_\_

OR

Hourly Wage with Fringe Benefit Cost: \$ \_\_\_\_\_

OR

Multiply the hourly wage by the percentage multiplier: \_\_\_\_%  
(*up to 50% of the hourly wage*) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ \_\_\_\_\_

☐ Overtime rate charged as stipulated by Requestor (*overtime is not used to calculate the fringe benefit cost*)

To figure the number of increments, take the *number of minutes*:  
\_\_\_\_, divide by \_\_\_\_-minute increments, and round down.  
Enter below:

Number of increments

x \_\_\_\_\_ =

3a.  
Labor Cost

\$ \_\_\_\_\_

### 3b. Contracted Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a contractor, such as the attorney. If using in-house employee, use No. 3a instead.)

The City will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the City that are excessive and beyond the normal or usual amount for those services compared to the City's usual FOIA requests, because of the nature of the request in this particular instance, specifically: \_\_\_\_\_

As this City does not employ a person capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a **contractor** (i.e.: outside attorney), including necessary review, directly associated with separating and deleting exempt information from nonexempt information. This shall not exceed an amount equal to 6 times the state minimum hourly wage rate of \_\_\_\_ (*currently \$8.15*).

Name of contracted person or firm: \_\_\_\_\_

These costs will be estimated and charged in \_\_\_\_-minute time increments (*must be 15-minutes or more*); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Cost Charged: \$ \_\_\_\_\_

Charge per increment: \$ \_\_\_\_\_

To figure the number of increments, take the *number of minutes*:  
\_\_\_\_, divide by \_\_\_\_-minute increments, and round down to: \_\_\_\_ increments.  
Enter below:

Number of increments

x \_\_\_\_\_ =

3b.  
Labor Cost

\$ \_\_\_\_\_

#### 4. Copying / Duplication Cost:

Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (for example, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection).

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- **Letter** (8 ½ x 11-inch, single and double-sided): \_\_\_\_\_ cents per sheet
- **Legal** (8 ½ x 14-inch, single and double-sided): \_\_\_\_\_ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- **Other paper sizes** (single and double-sided): \_\_\_\_\_ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- **Circle applicable:** Disc / Tape / Drive / Other Digital Medium **Cost per Item:** \_\_\_\_\_

The cost of paper copies **must** be calculated as a total cost per sheet of paper. The fee **cannot exceed** 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. A City **must** utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

Number of  
Sheets:

x \_\_\_\_\_ = \$ \_\_\_\_\_  
x \_\_\_\_\_ = \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

No. of Items:

x \_\_\_\_\_ = \$ \_\_\_\_\_

4. Total  
Copy Cost

\$ \_\_\_\_\_

#### 5. Mailing Cost:

The City will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required.

- The City **may** charge for the least expensive form of postal delivery confirmation.
- The City **cannot** charge more for expedited shipping or insurance unless specifically requested by the requestor.\*

Actual Cost of Envelope or Packaging: \$ \_\_\_\_\_

Actual Cost of Postage: \$ \_\_\_\_\_ per stamp  
\$ \_\_\_\_\_ per pound  
\$ \_\_\_\_\_ per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ \_\_\_\_\_

\*Expedited Shipping or Insurance as Requested: \$ \_\_\_\_\_

Number of  
Envelopes or  
Packages:

x \_\_\_\_\_ = \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

5. Total  
Mailing Cost

\$ \_\_\_\_\_

☐ \* Requestor has requested expedited shipping or insurance

**6a. Copying/Duplicating Cost for Records Already on City's Website:**

If the public body has included the website address for a record in its written response to the requestor, and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or non-paper physical digital media, the City will provide the public records in the specified format and may charge copying costs to provide those copies.

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- **Letter** (8 1/2 x 11-inch, single and double-sided): \_\_\_\_\_ cents per sheet
- **Legal** (8 1/2 x 14-inch, single and double-sided): \_\_\_\_\_ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- **Other paper sizes** (single and double-sided): \_\_\_\_\_ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- **Circle applicable:** Disc / Tape / Drive / Other Digital Medium    **Cost per Item:** \_\_\_\_\_

☐ Requestor has stipulated that some / all of the requested records that are already available on the City's website be provided in a paper or non-paper physical digital medium.

**Number of  
Sheets:**

x \_\_\_\_\_ = \$ \_\_\_\_\_  
x \_\_\_\_\_ = \$ \_\_\_\_\_

**Costs:**

x \_\_\_\_\_ = \$ \_\_\_\_\_

**No. of Items:**

x \_\_\_\_\_ = \$ \_\_\_\_\_

**6a. Web  
Copy Cost**

\$ \_\_\_\_\_

**6b. Labor Cost for Copying/Duplicating Records Already on City's Website:**

This shall not be more than the hourly wage of the City's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor. These costs will be estimated and charged in \_\_\_\_\_-minute time increments (i.e.: 15-minutes or more); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

**Hourly Wage Charged:** \$ \_\_\_\_\_

**Charge per increment:** \$ \_\_\_\_\_

**OR**

**Hourly Wage with Fringe Benefit Cost:** \$ \_\_\_\_\_

**OR**

Multiply the hourly wage by the percentage multiplier: \_\_\_\_\_ %  
and add to the hourly wage for a total per hour rate.

**Charge per increment:** \$ \_\_\_\_\_

The City may use a fringe benefit multiplier greater than the 50% limitation, not to exceed the actual costs of providing the information in the specified format.

☐ Overtime rate charged as stipulated by Requestor

To figure the number of increments, take the number of minutes: \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down.  
*Enter below:*

**Number of  
increments**

x \_\_\_\_\_ = \$ \_\_\_\_\_

**6b. Web  
Labor Cost**

**6c. Mailing Cost for Records Already on City's Website:**

**Actual Cost of Envelope or Packaging:** \$ \_\_\_\_\_

**Actual Cost of Postage:** \$ \_\_\_\_\_ per stamp / per pound / per package

**Actual Cost (least expensive) Postal Delivery Confirmation:** \$ \_\_\_\_\_

**\*Expedited Shipping or Insurance as Requested:** \$ \_\_\_\_\_

☐ \* Requestor has requested expedited shipping or insurance

**Number:**

x \_\_\_\_\_ = \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

**6c. Web  
Mailing Cost**

\$ \_\_\_\_\_

**Subtotal Fees Before Waivers, Discounts or Deposits:****Estimated Time Frame to Provide Records:**

\_\_\_\_\_ (days or date)

The time frame estimate is nonbinding upon the City, but the City is providing the estimate in good faith. Providing an estimated time frame does not relieve the City from any of the other requirements of this act.

- ☐ Cost estimate  
☐ Bill

1. Labor Cost for Copying: \$ \_\_\_\_\_  
2. Labor Cost to Locate: \$ \_\_\_\_\_  
3a. Labor Cost to Redact: \$ \_\_\_\_\_  
3b. Contract Labor Cost to Redact: \$ \_\_\_\_\_  
4. Copying/Duplication Cost: \$ \_\_\_\_\_  
5. Mailing Cost: \$ \_\_\_\_\_  
6a. Copying/Duplication of Records on Website: \$ \_\_\_\_\_  
6b. Labor Cost for Copying Records on Website: \$ \_\_\_\_\_  
6c. Mailing Costs for Records on Website: \$ \_\_\_\_\_

**Subtotal Fees:**

\$ \_\_\_\_\_

**Waiver: Public Interest**

A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the City determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public.

☐ All fees are waived **OR** ☐ All fees are reduced by: \_\_\_\_\_ %

**Subtotal Fees  
After Waiver:**

\$ \_\_\_\_\_

**Discount: Indigence**

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by an individual who is entitled to information under this act and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, **OR**  
2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if **ANY** of the following apply:

- (i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, **OR**  
(ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

☐ Eligible for Indigence Discount

**Subtotal Fees  
After Discount  
(subtract \$20):**

\$ \_\_\_\_\_

**Discount: Nonprofit Organization**

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets **ALL** of the following requirements:

- (i) Is made directly on behalf of the organization or its clients.  
(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931.  
(iii) Is accompanied by documentation of its designation by the state, if requested by the City.

☐ Eligible for Nonprofit Discount

**Subtotal Fees  
After Discount  
(subtract \$20):**

\$ \_\_\_\_\_

<p><b>Deposit: Good Faith</b>          The City may require a good-faith deposit in either its initial response or a subsequent response before providing the public records to the requestor if the entire fee estimate or charge authorized under this section exceeds \$50.00, based on a good-faith calculation of the total fee. The deposit cannot exceed 1/2 of the total estimated fee.          Percent of Deposit: _____ %</p> <p><b>DEPOSIT, OR APPEAL OF DEPOSIT FEE, MUST BE RECEIVED BY _____.</b>  <b>DATE MUST BE 48 DAYS AFTER GOOD FAITH DEPOSIT NOTICE IS SENT TO REQUESTOR (PA 523 OF 2018)</b></p>	<p>Date Paid: _____</p>	<p>Deposit Amount Required: \$ _____</p>
<p><b>Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full</b>          After a City has granted and fulfilled a written request from an individual under this act, if the City has not been paid in full the total amount of fees for the copies of public records that the City made available to the individual as a result of that written request, the City may require an increased estimated fee deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply:</p> <p>(a) The final fee for the prior written request was not more than 105% of the estimated fee.          (b) The public records made available contained the information being sought in the prior written request and are still in the City's possession.          (c) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request.          (d) Ninety (90) days have passed since the City notified the individual in writing that the public records were available for pickup or mailing.          (e) The individual is unable to show proof of prior payment to the City.          (f) The City calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit.</p> <p>A City can no longer require an increased estimated fee deposit from an individual if ANY of the following apply:</p> <p>(a) The individual is able to show proof of prior payment in full to the City, OR          (b) The City is subsequently paid in full for the applicable prior written request, OR          (c) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to the City.</p>	<p>Date Paid: _____</p>	<p>Percent Deposit Required: _____ %</p> <p>Deposit Required: \$ _____</p>
<p><b>Late Response Labor Costs Reduction</b>          If the City does not respond to a written request in a timely manner as required under MCL 15.235(2), the City must do the following:</p> <p>(a) Reduce the charges for labor costs otherwise permitted by 5% for each day the City exceeds the time permitted for a response to the request, with a maximum 50% reduction, if EITHER of the following applies:</p> <p>(i) The late response was willful and intentional, OR</p> <p>(ii) The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy", or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page.</p>	<p>Number of Days Over Required Response Time: _____</p> <p>Multiply by 5% _____</p> <p>= Total Percent Reduction: _____</p>	<p>Total Labor Costs \$ _____</p> <p>Minus Reduction \$ _____</p> <p>= Reduced Total Labor Costs \$ _____</p>
<p>The Public Summary of the City's FOIA Procedures and Guidelines is available free of charge from:          Website: _____ Email: _____          Phone: _____ Address: _____</p> <p style="text-align: center;"><b>Request Will Be Processed,          But Balance Must Be Paid Before Copies May Be Picked Up, Delivered or Mailed</b></p>	<p>Date Paid: _____</p>	<p>Total Balance Due: \$ _____</p>

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council acknowledges the amendments made to the Michigan Freedom of Information Act via PA 523 of 2018 and concurs with the revisions made by the Clerk's Office and Department of Legal Affairs to pertinent City of Wyandotte documents.

BE IT FURTHER RESOLVED that Council directs all departments to destroy obsolete forms use the website to obtain FOIA forms from this point forward in order to maintain consistency and to direct any FOIA questions to the Clerk's Office.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

\_\_\_\_\_  
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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 8, 2019

AGENDA ITEM # 8

**ITEM:** Recycling Drop-Off Center - Corrugated Cardboard

**PRESENTER:** Mark A. Kowalewski, City Engineer



**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** The City accepts corrugated cardboard at the Recycling Center. The cost to process recycling products has increased from \$19.90/ton to \$44.20/ton in one (1) year. Therefore, last month we tested a new processing facility for corrugated cardboard. The cardboard loads were accepted and the recycling rate was \$17.50/ton. Since corrugated cardboard represents 42% of our recycling tonnage for February, this was a savings of approximately \$400 for the month.

We encourage residents to continue recycling but to keep recycling cost's affordable we request that unacceptable items not be placed in the wrong containers.

Attached is a list of acceptable and unacceptable recycling items.

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan.

**ACTION REQUESTED:** Concur with attached Resolution to encourage acceptable recycling.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** This change will allow account 290-448-825-470 to be within budget.

**IMPLEMENTATION PLAN:** Continue utilizing the new cardboard recycling processing facility.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *S. Dunsdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Approved as to form. [W. Look](#)

**MAYOR'S RECOMMENDATION:** *ALP*

**LIST OF ATTACHMENTS:** Acceptable and Unacceptable recycling items.

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date:

RESOLUTION by Councilperson\_\_\_\_\_

BE IT RESOLVED by the Mayor and City Council that the communication from the City Engineer regarding cardboard recycling is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that citizens are encouraged to recycling acceptable items only.

I move the adoption of the foregoing resolution.

MOTION by Councilperson\_\_\_\_\_

Supported by Councilperson\_\_\_\_\_

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

The Wyandotte Recycling Center is located at 1170 Grove Street,  
between 11th & 13th Streets in Wyandotte.  
Phone: 734-324-4589  
Email: [dps@wyandotte.mi.gov](mailto:dps@wyandotte.mi.gov)

## Hours

**The hours for the Recycling Center are as follows:**

Summer Hours (April 1st-September 30th)

Monday thru Friday 8:00 am to 7:30 pm

Saturday 8:00 am to 5:30 pm

Sundays 12:00 am to 4:00 pm

Winter Hours (October 1st-March 31st)

Monday thru Friday 8:00 am to 5:30 pm

Saturday 8:00 am to 4:00 pm

Sundays 12:00 am to 4:00 pm

Extended hours during the month of November ONLY

Monday thru Friday 8:00 am to 5:30 pm

Saturday 8:00 am to 6:00 pm

Sunday 10:00 am to 4:00 pm

The Recycling Center is closed on holidays  
and when other city  
offices are closed.

## Items Accepted

**The Wyandotte Recycling Center accepts  
the following items:**

- Newspaper, Office Paper: Phone Books
- Glass Bottles and Jars: Clear Only
- Plastic Bottles: #1-#7 NO PLASTIC BAGS
- Steel & Aluminum Cans, Jar Lids & Empty Aerosol Cans
- MAGAZINES & CATALOGS
- Corrugated Cardboard: Brown Paper Bags and Box Board: No Styrofoam
- Used Motor Oil & Used Antifreeze
- Yard Waste: GRASS CLIPPINGS and LEAVES (Can not be put out with regular trash)

Please place the items in the containers as marked, at the Recycling Center. If you have questions as to whether or not an item is accepted by our recycling center, please consult our on-site staff or contact us.



## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED by the Mayor and City Council that the communication from the City Engineer regarding cardboard recycling is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that citizens are encouraged to recycling acceptable items only.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

\_\_\_\_\_  
\_\_\_\_\_  
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## FEES

Preliminary PD Review \$400.00  
Final PD Review \$300.00

PD PLANNED DEVELOPMENT DISTRICT  
CITY OF WYANDOTTE  
APPLICATION FOR APPROVAL

NOTE TO APPLICANT: Application must be submitted to the Department of Engineering and Building on Thursday before 12:00 p.m. to be placed on the Council Agenda the following Monday. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, proper site plan and required attachments are included.

The Honorable Mayor and City Council Members:

I (We), the undersigned, hereby petition the City Council to approve the Stage I Preliminary Site Plan or Final Site Plan as hereinafter required, and in support of this Application, the following facts are shown:

The property is located at 1 James Desardine between Biddle  
(street address) (street)  
and Detroit River on the E side of the street, and is known as Lot (s) \_\_\_\_\_  
(street address) N-S-E-W  
\_\_\_\_\_ of \_\_\_\_\_, Subdivision,  
front footage of 100' feet and a depth of 82' feet.

The property is owned by: Wyandotte Boat Club Street Address 1 Pine Street  
(Name)  
City WYandotte State mi Zip 48192 Phone No. 734.284.5564 Fax No. \_\_\_\_\_

MASTER PLAN – ORIGINAL LAND USE:

Banquet Hall outdoor weddings & parties

It is proposed that the property will be put to the following use:

Banquet Hall outdoor weddings & parties with Seasonal Tent From April - October.

Attached hereto are three (3) prints of a site plan showing the lots or parcel under petition, and are drawn to scale

We attach a statement hereto indicating why, in our opinion, the development requested is necessary for the preservation and enjoyment of substantial property rights, and why such development will not be detrimental to the public welfare, or to the property of other persons located in the vicinity thereof.

Signature of Applicant: [Signature] Print Name ZIAD NAKAD

Address: 1 James Desardine City: WYANDOTTE State MI Zip 48192 Phone No. 313-670-0104

\*\*\*\*\*  
Receipt No. 49770 Date Received: 3-29-19

Engineer's Signature: [Signature]

## Product datasheet *Produktdatenblatt*

### **duraskin® B1673** *duraskin® B1673*

#### **Support cloth**

Faserstoff des Trägergewebes  
Tissu

DIN 60001

PES

#### **Type of coating**

Beschichtungsart  
Nature de l'enduit

PVC  
PVC  
PVC

#### **Top Coat**

Schlusslack  
Équipement de surface

Acrylic lacquer  
Acrylat-Lack  
Laque acrylique

#### **Total weight**

Flächengewicht  
Masse totale

ASTM D 4851

25.1 oz / sqy  
850 g/m<sup>2</sup>

#### **Width**

Breite  
Largeur

ASTM D 4851

61 / 98 / 118 in.  
155 / 250 / 300 cm

#### **Tensile strength (warp/weft)**

Höchstzugkraft K/S  
Resistance a la traction (en chaîne/en trame)

ASTM D 4851

314 / 281 lbf / in.  
2800 / 2500 N/5 cm

#### **Tear Resistance (warp/weft)**

Weiterreißkraft K/S  
Resistance à la Déchirure en chaîne/en trame

ASTM D 4851

67 / 67 lbf  
300 / 300 N

#### **Adhesion**

Haftung  
Adhésion

ASTM D 4851

11 lbf / in.  
100 N/5 cm

#### **Opacity**

Opazität  
Opacite

at 550 nm

100 %

#### **Fire behaviour**

Brandverhalten  
Réaction au feu

NFPA 701  
EN 13501-1  
DIN 4102

small scale / large scale  
B-s2,d0  
B1

#### **Application**

Anwendung  
Application

Tents  
Zelte  
tentes

**Disclaimer:** We reserve modifications of the mentioned values for technical reasons. Values without tolerance statements are values with a tolerance of  $\pm 5\%$ . The information corresponds with our latest knowledge and is offered without liability.

**Haftungsausschluss:** Änderungen, die dem technischen Fortschritt dienen, behalten wir uns vor. Werte ohne Toleranzangaben sind Nennwerte mit einer Toleranz von  $\pm 5\%$ . Die Angaben entsprechen unserem heutigen Kenntnisstand und sollen ohne Rechtsverbindlichkeit informieren.

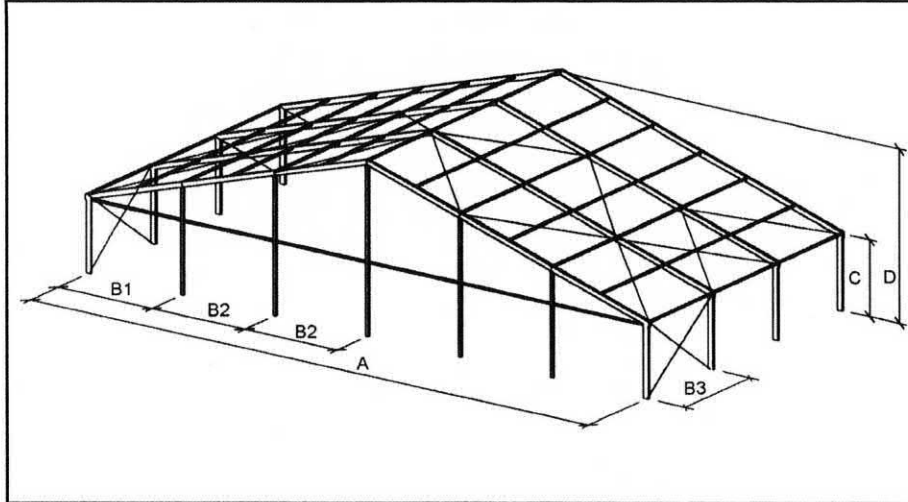


**duraskin®**

The reliable protection

# uniflex Party and Exhibition Hall

Type: 30.4/400 · Model: 283



## System Measures

Width	(A)	30.13 m
Eave height	(C)	3.85 m
Ridge height	(D)	8.74 m
Gable truss	(B1)	5.09 m
Gable truss	(B2)	5.00 m
Truss-distance	(B3)	5.00 m
Roof slope		18.00 °
Longest component		10.60 m
Truss profile		250 x 120 mm

## Technical Description

### Aluminium Profiles

Solid, hard pressed  
4-groove aluminium hollow profile

### Steel Parts

hot-dip galvanized according to DIN EN ISO 1461

### Ground Anchoring

Ground stakes or weight anchoring upon request

## Load Requirements/Technical Data

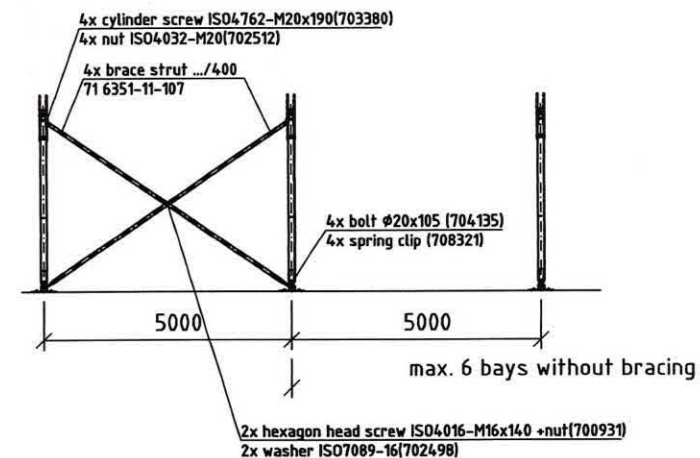
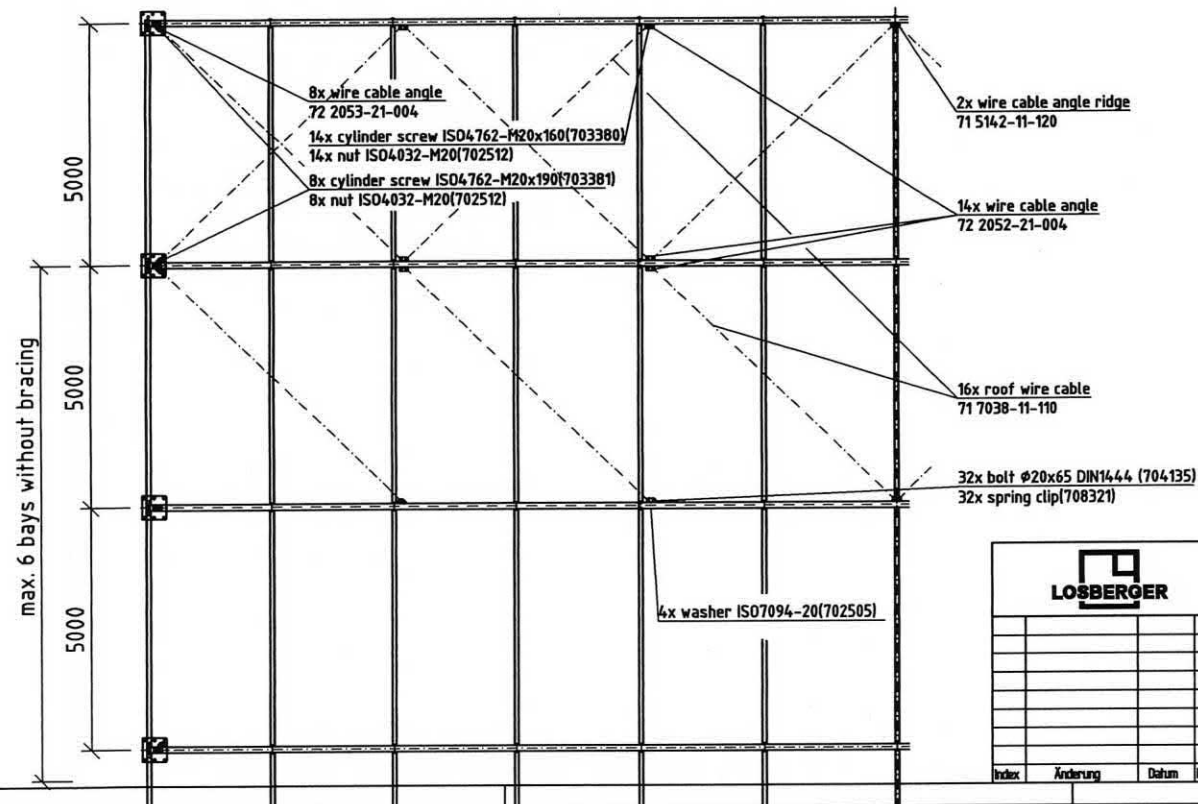
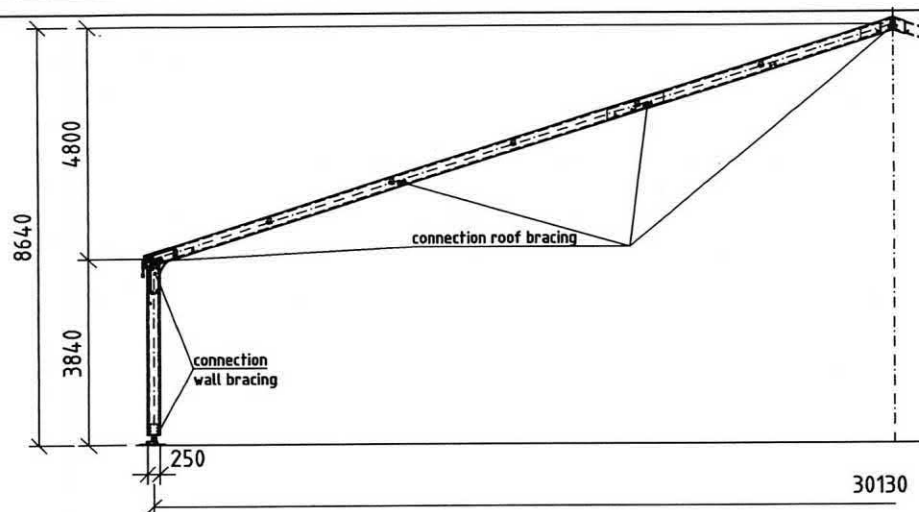
Wind load acc. to DIN EN 13782  
Min. length 25.00 m  
Max. length unlimited in truss-distance

Subject to technical modifications!

Losberger U.S., LLC  
285 Bucheimer Road, Suite A  
Frederick, MD 21701  
Phone: 800.964.8368  
Fax: 301.682.8005  
E-Mail: losbergerus@losberger.com  
www.losbergerus.com




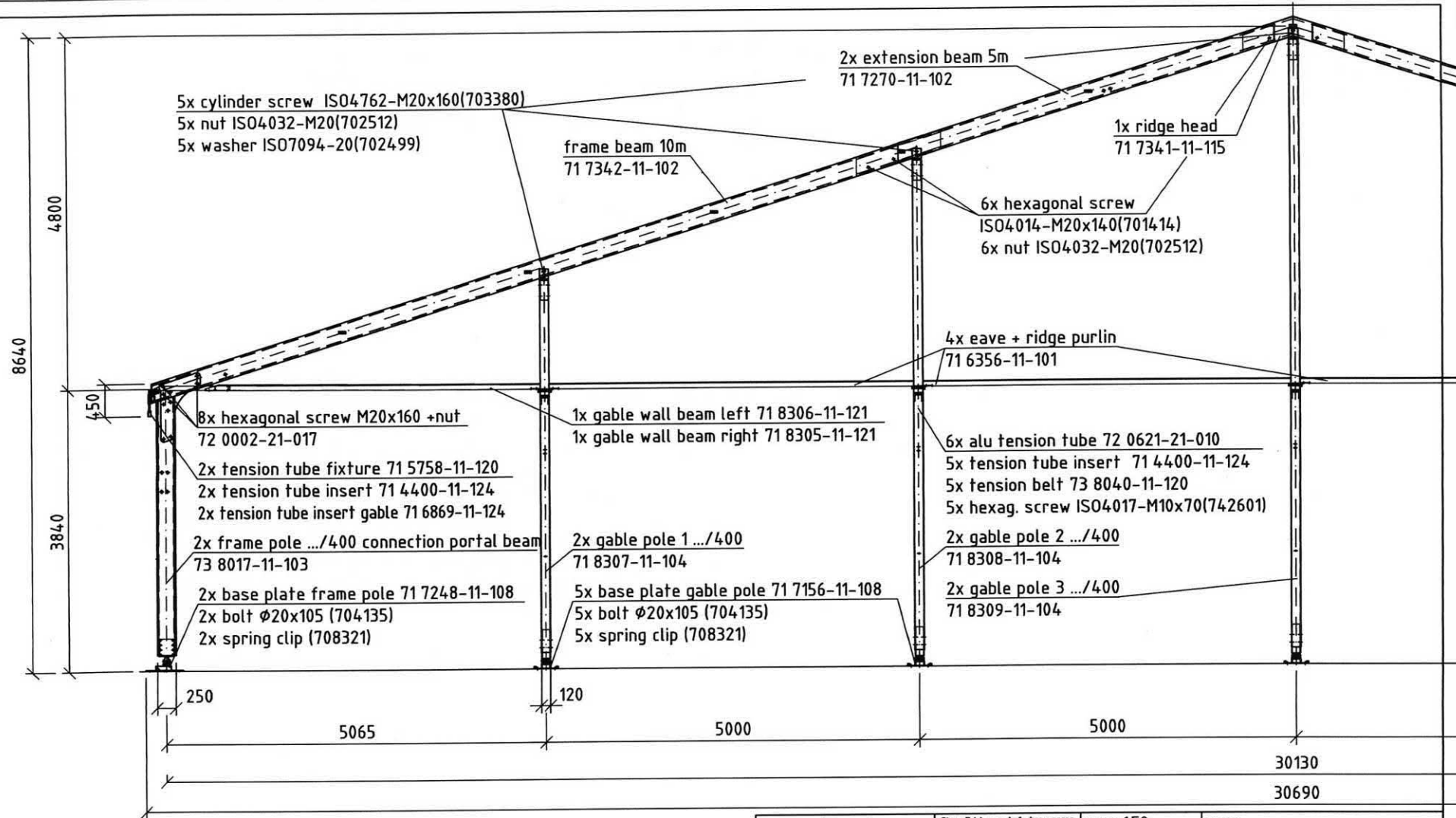
Version 2015




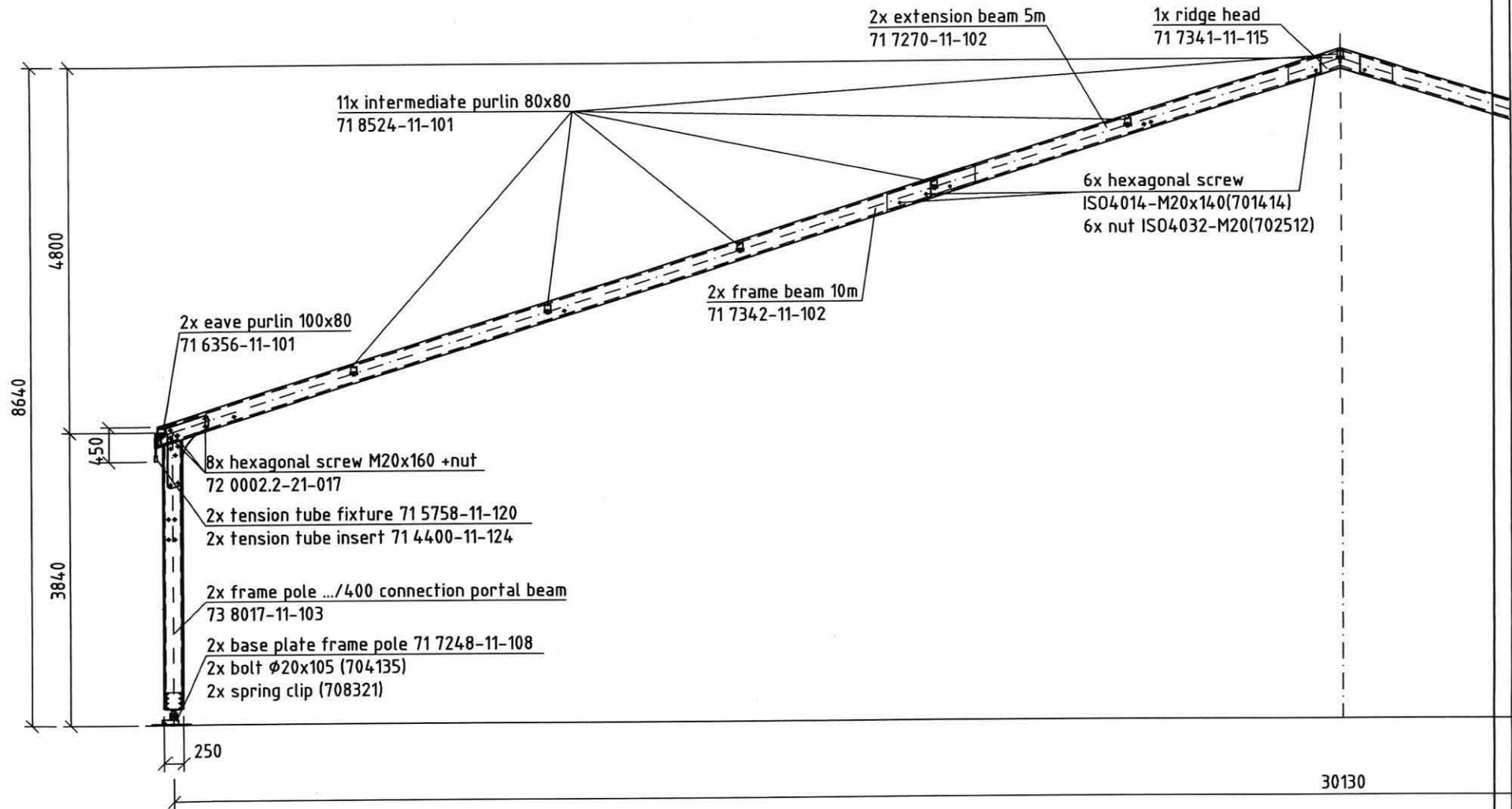
#### anchoring configuration:

per frame pole gable	6x anchors Ø30x1000
per 1nd frame pole (bracing)	6x anchors Ø30x1000
per interior frame pole	6x anchors Ø30x1000
per gable pole outside 1	6x anchors Ø30x1000
per gable pole outside 2	4x anchors Ø30x1000
per gable pole centre 3	6x anchors Ø30x1000


 <b>LOSBERGER</b>				Diese Zeichnung darf ohne unsere Genehmigung weder kopiert noch dritten Personen oder Konkurrenzfirmen zugänglich gemacht werden ( Par. 15, 16 d. AG. v. 19.06.1901 )		Maßstab: 1:100		Oberfläche:		
					Datum:			uniflex P2N 30,4/400		
					Name:					
					Bearb.	03.09.15	IM			
					Gepr.					
					Ges.					
										bracing and anchoring configuration
										Zeichn. Nr.: SK 3509-1E
Index	Änderung	Datum	Name	Ersatz für:						

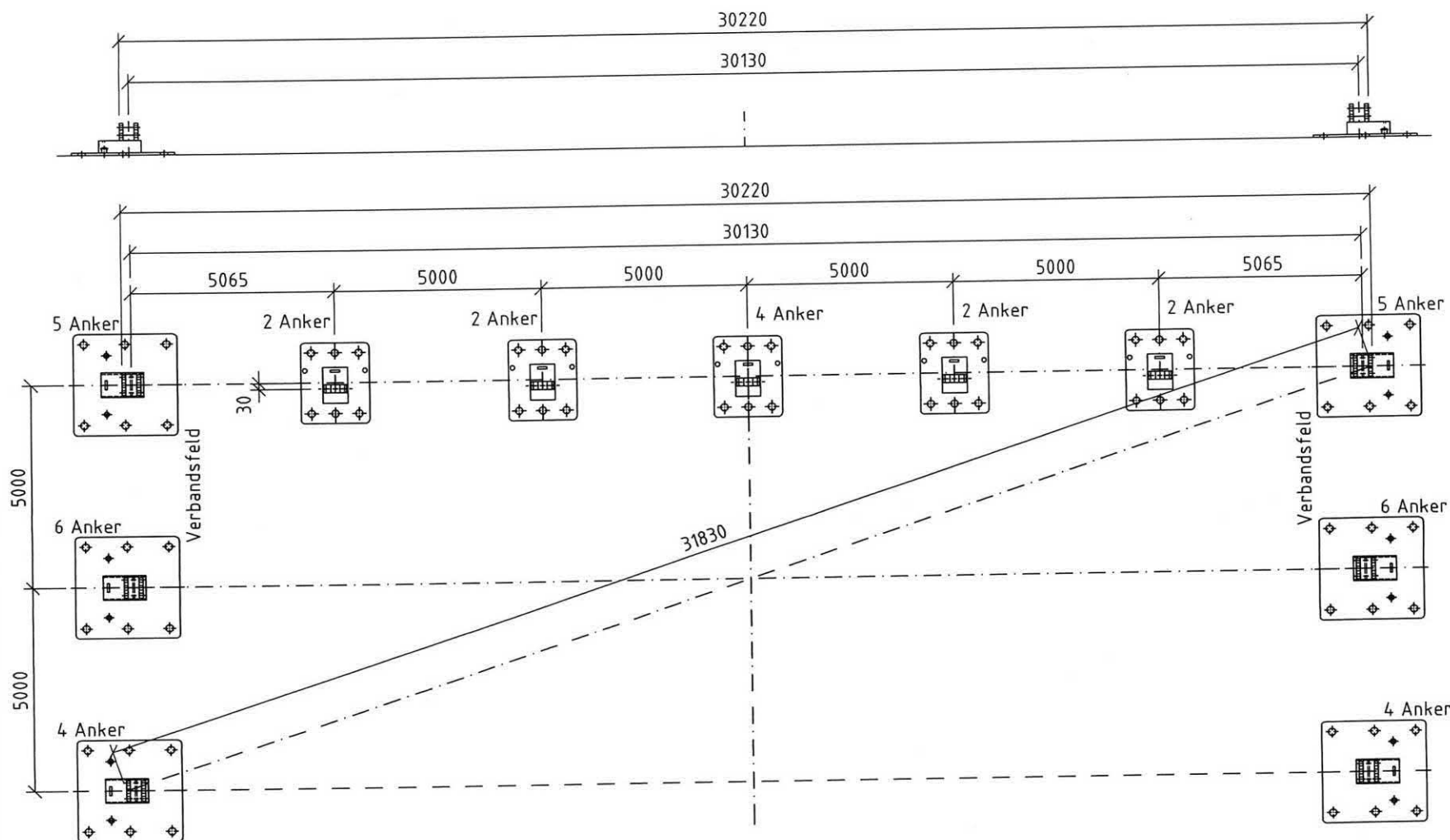



 <b>LOSBERGER</b>				Diese Zeichnung darf ohne unsere Genehmigung weder kopiert noch Dritten Personen oder Konkurrenzfirmen zugänglich gemacht werden ( Par. 15, 16 d. Abs. v. 1906/1901 )		Maßstab: 1:50		Überfläche:	
						uniflex P2N 30,4/400			
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				Ges.					



30130

 <b>LOSBERGER</b>				Diese Zeichnung darf ohne unsere Genehmigung weder kopiert noch Dritten Personen oder Konkurrenzfirmen zugänglich gemacht werden ( Par. 15, 18 d. R.G. v. 19.06.1901 )		Maßstab: 1:50		Überfläche:	
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				Bearb.	Datum: 31.08.15	Name: IM		overview truss	
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								Zeichn. Nr.: SK 3509-1E	
Index	Änderung	Datum	Name	Ersatz für:					



 <b>LOHMEYER</b>				Diese Zeichnung darf ohne unsere Genehmigung weder kopiert noch dritten Personen oder Konkurrenzfirmen zugänglich gemacht werden (Par. 6, 18 d. RS. v. 19.06.1991)		Maßstab: 1:100	Oberfläche:
				Datum:	Name:	P2N uniflex 30,4/...	
				Bearb.:	25.02.05	BKo	Einmeßskizze für Bodenplatten 30,4/...
				Gepr.:			
				Ges.:			
				Freimaßtoleranzen nach DIN 7168-mittel			Zeichn. Nr.: SK 3509-1
Index	Änderung	Datum	Name	Ersatz für:			



**CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION  
OFFICE OF THE STATE FIRE MARSHAL**

**REGISTERED FLAME RESISTANT PRODUCT**

Product:  
**DURASKIN**

Registration No.  
**FA-53001**

Product Marketed By:

**VERSEIDAG INDUTEX GMBH  
INDUSTRIESTR 56  
47803 KREFELD GERMANY**

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code.

This fabric meets all NFPA 701 standards.

The scope of the approved use of this product is provided in the current edition of the CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS published by the California State Fire Marshal.

A handwritten signature in cursive script, reading "Randy D. Shelton".

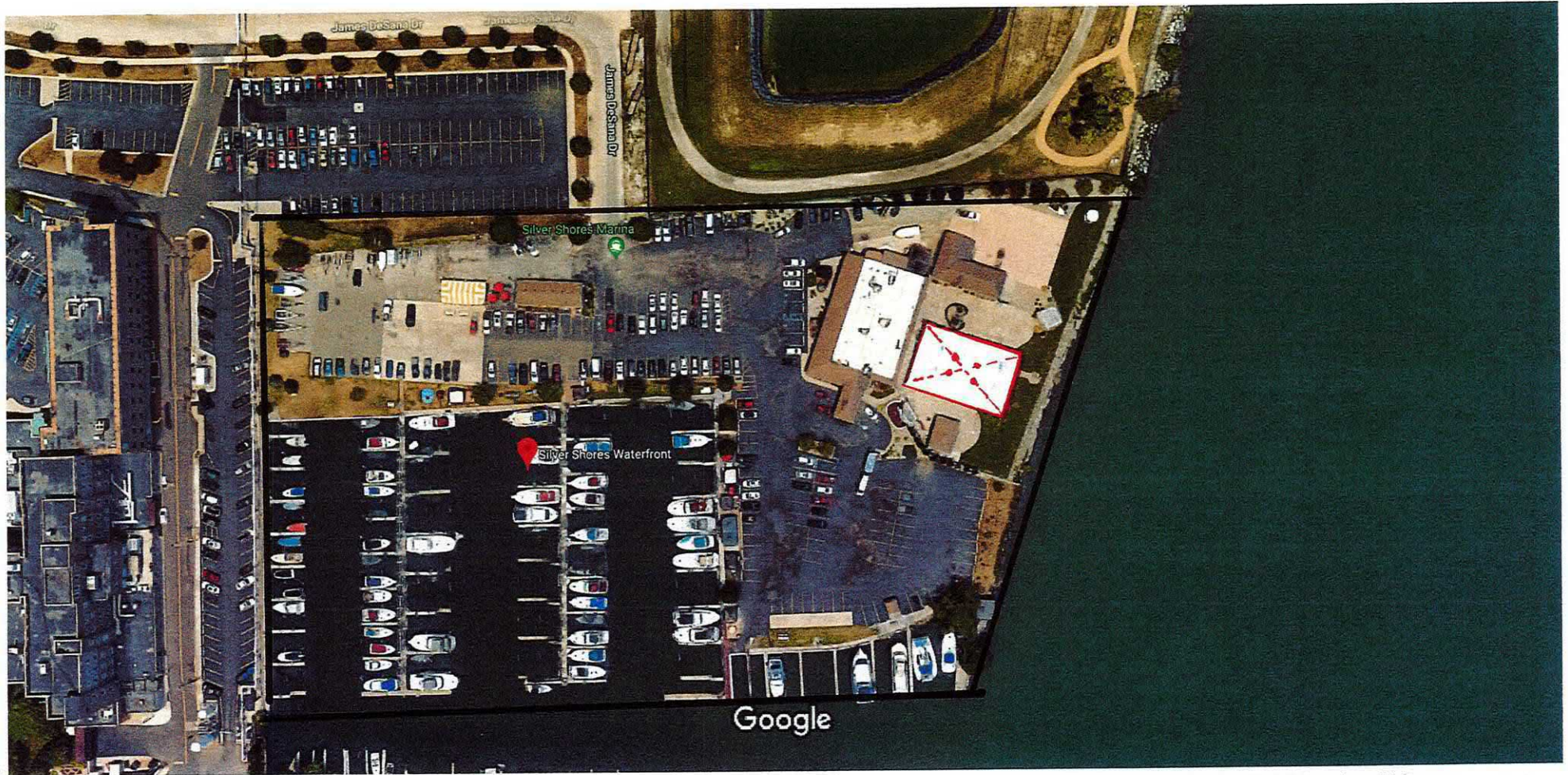
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Deputy State Fire Marshal



Google Maps

Previous - old tent #1



Imagery ©2019 Google, Map data ©2019 Google 50 ft

Proposed tent #2

Google Maps



Imagery ©2019 Google, Map data ©2019 Google 50 ft

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

**RESOLVED** that the Planned Development District Application for the Wyandotte Boat Club for 1 James DeSana Dr. dated March 29, 2019, is hereby received and placed on file; AND

**BE IT FURTHER RESOLVED** that said application be referred to the Planning Commission for review and recommendation.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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# Mimi's Mission

#10

GIVING DOWNRIVER FAMILIES A HAND UP, NOT A HAND OUT

20050 Vreeland Rd. Woodhaven MI 48183 ✖ 844-hey-mimi ✖ info@mimismission.org

April 1, 2019

Dear Mayor and Members of the City Council,

Mimi's Mission is a 501(c) 3 organization dedicated to helping those in need in our Downriver Community. Concentrating on families in need, at-risk children, seniors, veterans and families of children on the Autism Spectrum, the organization has many programs that benefit our community. Funding these many programs is a challenge that we face, and fundraising is an ongoing endeavor. Mimi's Mission is requesting your honorable body to approve our request for a Charitable Gaming License through the State of Michigan. The necessary form for submittal to the State is attached. We look forward to your favorable reply in this request so we may continue our mission of "providing a brighter tomorrow through positive community changes today."

Thank you for your consideration in this matter.

Respectfully,



Lisa Vilella

Executive Director

Mimi's Mission



[www.mimismission.org](http://www.mimismission.org)

MIMI'S MISSION IS A 501(c)3 NON-PROFIT ORGANIZATION

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED that Council approves the request from Mimi's Mission, 354 North Dr., Wyandotte, MI 48192, County of Wayne, to be recognized as a non-profit organization operating in the community for the purpose of obtaining a Charitable Gaming License.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 8<sup>th</sup> 2019

AGENDA ITEM # **11a**

**ITEM:** Wyandotte Street Art Fair - Michigan Lottery Sponsorship

**PRESENTER:** Heather A. Thiede - Champlin, Special Events Coordinator

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



**BACKGROUND:** Herewith, please find the 2019 sponsorship agreement with the Michigan Lottery for the Wyandotte Street Art Fair. We are very excited to have a partnership with the Michigan Lottery this year, who attends over 30 community events across the state each year. Being that the State is self-insured they will not be required to add the city as additional insured or sign a hold harmless agreement to participate in the event. We are seeking your approval of the attached agreement from the lottery and feel this will be a wonderful partnership for 2019 and beyond.

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

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

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

Revenue of \$7,500 for the 2019 Wyandotte Street Art Fair

**IMPLEMENTATION PLAN:** Contracts 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:** 

**LEGAL COUNSEL'S RECOMMENDATION:** Approval on file.

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:**

Agreement

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: April 8<sup>th</sup> 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 agreement provided by the State of Michigan Lottery for the 2019 Wyandotte Street Art Fair as outlined in the provided communication dated April 8<sup>th</sup> 2019, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

**YEAS**

**COUNCIL**

**NAYS**

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**Alderman**  
**Calvin**  
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**Maiani**  
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**MICHIGAN BUREAU OF STATE LOTTERY  
STANDARD PROMOTIONAL AGREEMENT**

THIS AGREEMENT is made by and between the Michigan Bureau of State Lottery, with offices located at 101 E. Hillsdale, Lansing, Michigan 48933 (Lottery), represented by Simons, Michelson, Zieve, Advertising, Inc. (Agent), with offices located at 1200 Kirts Blvd, Suite 100, Troy, MI 48084 and City of Wyandotte (Promoter), ATTN: Special Events Office, 2624 Biddle Avenue, Wyandotte, Michigan 48192.

The parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to advertise and promote Lottery and the sale of Lottery products in connection with Wyandotte Street Art Fair held in Wyandotte, MI and held July 10, 2019 through July 13, 2019 (Event). Lottery's participation is limited to activities described in paragraph 3, Promotional Assets. Lottery has no control over the Event. Promoter will not make any representation, express or implied, that Lottery has any affiliation with Promoter or the Event other than advertisements and promotion of Lottery and the sale of Lottery products.
2. **Term.** This Agreement shall commence on the date hereof and continues through the later of Lottery's receipt of a suitable Proof of Performance report or until terminated.
3. **Promotional Assets.** Promoter shall provide Lottery with all of the following promotional assets (each an Asset and collectively Assets):
  - a. A 20' x 40' display space in a mutually agreed upon location on Biddle and Eureka for all days of the Event for the Lottery Mobile Retail Outlet, to promote and sell Lottery products with a 100V/30 AMP electrical service on a dedicated line, plus an additional standard electrical connection for the inflatable Fast Cash Machine (see Appendix A).
  - b. Lottery inclusion in media press releases and social media posts for Event.
  - c. ¼ page ad (4.25" x 2 5/8") in Official Souvenir Guide for Event.
  - d. Lottery logo inclusion on Event posters.
  - e. Lottery logo inclusion on official Event website with a link back to [www.michiganlottery.com](http://www.michiganlottery.com)
  - f. Lottery name inclusion in print and radio ads for the Event.
4. **Fee.** In exchange for the Assets identified in this Agreement, Lottery, by and through its Agent, shall pay Promoter a total fee of \$7,500(Fee).
5. **Payment.** The Fee shall be paid in one installment following receipt of invoice from Promoter. The invoice must be sent to Agent at the address identified above. Agent will forward the invoice to Lottery when received. Lottery will pay Agent within 45 days of receiving the invoice. Agent will then pay Promoter within 45 days of receiving payment from Lottery. Neither Lottery nor Agent are obligated to make any payment prior to receiving an invoice. Failure by Lottery to make any required payment within 10 days after written notice that the payment is late constitutes a material breach and Promoter will be entitled to terminate this Agreement.
6. **Authority to Provide Assets.** Promoter warrants that it has authority to enter into this Agreement and to provide the Assets set forth in this Agreement. Lack of authority to enter into this Agreement or provide any of the Assets, regardless of size or scope, constitutes a material breach of this Agreement, immediately entitling Lottery to damages, including, but not limited to, a full refund of the Fee. Further, any assurance of authority, through false pretenses, false representations, or actual fraud, to induce entering this Agreement without such authority will be construed as non-dischargeable fraud.
7. **Proof of Performance.** Promoter agrees to provide a proof of performance report within ninety (90) days after the end of the Event. The report must include evidence of delivery of all Assets, including, but not limited to, photographs of signage, displays, or activities, media affidavits, or other materials demonstrating performance of the Assets. The report must be sent to: "Michigan Bureau of State Lottery, 101 E. Hillsdale, Lansing, MI 48933, ATTN: Lisa Johnson."

8. **Breach of Agreement and Liquidated Damages.** If Promoter fails to provide any Asset, this failure shall constitute a breach of this Agreement, which shall entitle Lottery to liquidated damages. Since the value of each Asset is inherently difficult to calculate, for each breach Lottery is immediately entitled to, but not limited to, liquidated damages in the amount of Five Hundred Dollars (\$500.00) or an amount equal to 20% of the Promotional Fee, whichever is greater, unless the parties agree in writing to an acceptable alternative.
9. **Event Cancellation.** Promoter will immediately notify Lottery in writing if the Event or any portion of the Event is canceled. If the entire Event is canceled for any reason, including any force majeure, Lottery will receive a full refund of the Fee. If any portion of the Event is cancelled, Lottery will receive a prorated refund of the Fee. Proration will be calculated as the total Fee, divided by the total number of anticipated Event hours, multiplied by the total hours the Event was not held.
10. **Production Costs.** Promoter is responsible for all costs associated with delivery of Assets, but is not responsible for costs associated with the creation and production of materials that Lottery provides to Promoter such as logos, artwork, and advertising copy.
11. **Use of Lottery Materials.** Promoter may only use Lottery materials to deliver Assets pursuant to this Agreement. Any other use of Lottery materials is strictly prohibited. Promoter will return all materials identified by Lottery in good condition within a reasonable period of time after the materials are no longer required to deliver Assets.
12. **Use of Name and Marks.** This Agreement does not authorize any party to use the names, logos, marks, likeness, or other identifying indicia or intellectual property of any other party, except as expressly set forth herein or with separate written approval. Any other use is strictly prohibited.
13. **Relationship of Parties.** This Agreement is solely for the purpose of promoting Lottery and the sale of Lottery products at the Event. It does not create an employment, partnership, joint-venture, or other relationship between the parties of any kind. Promoter will not represent the existence of any relationship between itself and Lottery other than the Assets provided under this Agreement.
14. **Event Liability.** Lottery has no control over Promoter, the Event, or circumstances surrounding the Event. Lottery is not responsible or liable for any violation of federal, state, or local law, or for any intentional or negligent act or omission, by Promoter, its officers, employees, agents, contractors, sub-contractors, assignees, or any other person affiliated with the Promoter in any way. Lottery is not responsible or liable for any violation of local, state, or federal law, or any intentional or negligent act or omission, by any Event visitor, guest ticket holder, sponsor, advertiser, booth operator, entertainer, or any officer, agent employee, contractor, sub-contractor, or assignee of these entities, or any other person affiliated with the Event in any way. Promoter will be liable for any damages to Lottery resulting from the above or any force majeure. Lottery is only responsible for payment of the Fee set forth in this Agreement and is not responsible for any other costs, expenses, or taxes related to the Event or any delivery of the Assets
15. **Reputational Harm.** Upon giving Promoter notice, Lottery may immediately terminate this Agreement if Promoter or its employees, agents, or affiliates becomes the subject of public disrepute, embarrassment, contempt or scandal that, in Lottery's discretion, may cause Lottery reputational harm or adverse publicity. If Lottery terminates this Agreement pursuant to this Section, Lottery will have no obligation to make further payment pursuant to this Agreement and shall receive a refund of all payments made to Promoter prior to the termination date for which Assets have not yet been provided. Any such refund shall be calculated as the total Fee, divided by the total number of scheduled Event hours, multiplied by the total number of Event hours scheduled to occur after the termination date.
16. **Nondiscrimination and Unfair Labor Practices.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, Promoter and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or

privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Agreement. Further Promoter understands that the State of Michigan may void any contract with an entity that appears on the Unfair Labor Practice register pursuant to MCL 423.324.

**17. Accessibility.** Promoter warrants that the Event and premises on which the Event is held are accessible to individuals with disabilities as required by Title III of the Americans with Disabilities Act, 42 USC 12111 *et seq.* Promoter is solely responsible for ensuring compliance with Title III of the Americans with Disabilities Act.

**18. Indemnification by Promoter.** Promoter shall indemnify and hold harmless the State of Michigan and all of its departments, bureaus, agencies, offices, commissions, directors, officers, employees, officials, contractors, agents, and affiliates, against any and all actions, claims, losses, damages, costs, and expenses, arising from or relating to Promoter's: (a) intentional or negligent acts or omissions; (b) violation of federal, state, or local law; and (c) material breach of this Agreement.

**19. Termination.** Promoter or Lottery may terminate this Agreement if the other party: (a) breaches any material provision; (b) may become insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it; (c) violates any federal, state, or local law; (d) acts or fails to act in a way that endangers the safety of any person at the Event; or (e) engages in conduct that may expose the other party to liability. Except for termination under the Reputational Harm section above, the terminating party must send written notice to the other party stating the reason for termination and whether the breach can be cured.

**20. Appropriation.** This Agreement is contingent upon appropriation of funds by the Michigan Legislature. If funds are not appropriated, this Agreement is void and all parties are relieved of any obligations herein. Promoter will not be entitled to the Fee nor damages of any kind.

**21. Notice.** Any notice to either party shall be in writing and sent to the following addresses:

To Lottery: Michigan Bureau of State Lottery  
101 E. Hillsdale  
Lansing, MI 48933  
ATTN: Lisa Johnson

To Promoter: ATTN: Special Events Office  
City of Wyandotte  
2624 Biddle Avenue  
Wyandotte, MI 48192

**22. Assignment.** Promoter may assign this Agreement only with the express written consent of Lottery. Any assignment of this Agreement absent written consent will render the Agreement void immediately entitling Lottery to a full refund of the Fee.

**23. Interpretation.** This Agreement will be interpreted liberally to best accomplish the purpose of promoting the Lottery and its products. Any ambiguity in the terms of this Agreement will not be construed against either party.

**24. Severability.** If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, then such provision will be modified to best reflect the parties' intent, or struck if modification is not possible. All other provisions will remain in full force and effect.

**25. Completeness, Non-Waiver, and Amendment.** The terms of this Agreement represent the entire understanding of the parties. There are no other terms, conditions, obligations, or understandings. Failure to enforce any provision of this Agreement shall not be construed as a waiver of that provision. This Agreement may only be amended by written instrument signed by each party's authorized representative.

**26. Governing Law, Cost of Litigation.** This Agreement will be governed by and interpreted under the laws of the State of Michigan and treated as if entered into entirely within Ingham County, Michigan. Any litigation regarding this Agreement must be brought in Ingham County, Michigan, or in accordance with the Court of Claims Act, MCL 600.6401 *et seq.* In the event of any litigation over liability or the terms of this Agreement, the parties agree to bear the cost of their own expenses, including, but not limited to, attorney's fees.

**27. Boycott.** Pursuant to § 261(12) of the Management and Budget Act, MCL 18.1261(12), Promoter represents that it is not currently engaged in, and will not engage in, the boycott of a person based in or doing business with a strategic partner as that term is described in 22 USC 8601 to 8606.

The undersigned represent that they have completely reviewed, understand, and intend to be legally bound by the terms of this Agreement.

For Lottery:

For Promoter:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council approves the agreement provided by the State of Michigan Lottery for the advertising, promotion, and sale of Lottery products in connection with the 2019 Wyandotte Street Art Fair to be held Wednesday, July 10<sup>th</sup> – Saturday, July 13<sup>th</sup>; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

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**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**11b**

**MEETING DATE:** April 8<sup>th</sup> 2019

**AGENDA ITEM #** \_\_\_\_\_

**ITEM:** Special Event Application – WSAF Stage, Light and Sound Contract

**PRESENTER:** Heather A. Thiede - Champlin, Special Events Coordinator

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



**BACKGROUND:** The 58<sup>th</sup> Annual Wyandotte Street Art Fair will take place July 10<sup>th</sup> through the 13<sup>th</sup> 2019. Being the second largest outdoor festival in Michigan and the largest event in the Downriver area quality is key to its success. We have contracted with a sound/stage and light company for the rental of a professional stage, sound and lighting for the Riverfront Entertainment Arena the past few years. This year, we would like to work with the same company as the past three years, GCS Audio LLC. We wish to work with GCS Audio once again, this year.

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

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

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

285.225.925.730.860 - \$12,000

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shupdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Approved.

**MAYOR'S RECOMMENDATION:** *J.R.P.*

**LIST OF ATTACHMENTS**

Contract

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: April 8<sup>th</sup> 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 contract for GCS Audio LLC for the 2019 Wyandotte Street Art Fair as outlined in the provided communication dated April 8<sup>th</sup> 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 contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilmen\_\_\_\_\_

Supported by Councilman\_\_\_\_\_

YEAS

COUNCIL

NAYS

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**Alderman**  
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# GCS audio LLC

## *GENERAL CONTRACT FOR SERVICES*

This Contract for Services (this "Contract") is made effective as of June 14, 2019, by and between City of Wyandotte, Michigan, and GCS Audio LLC of Warren, Michigan. In this Contract, the party who is contracting to receive services will be referred to as "Employer", and the party who will be providing the services will be referred to as "**GCS Audio.**"

1. DESCRIPTION OF SERVICES. Beginning on July 9, 2019, GCS Audio will provide to EMPLOYER the following services (collectively, the "Services"):

Provide Sound, Lights, and Stage for concerts at the Wyandotte Street Art Fair located in Wyandotte, Michigan. Dates of Event: July 10-13, 2019. Services include:

2. PAYMENT FOR SERVICES. In exchange for the Services, EMPLOYER will pay compensation to GCS Audio for the Services in the following manner:

Sound, Lights, and Stage - \$12,000 The balance due upon completion of agreement on July 13, 2019.

EMPLOYER will be responsible for all pre-approved out of pocket expenses incurred by GCS Audio pertaining to the event, which includes any equipment rentals not listed in original quotes. GCS Audio will provide and pay for a FOH sound Engineer, monitor engineer, and lighting tech. All out of pocket expenses to be paid upon completion of agreement. GCS Audio will not provide any additional equipment without permission from EMPLOYER.

3. TERM. This Contract will terminate automatically on July 15, 2019.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by GCS Audio in connection with the Services will be the exclusive property of EMPLOYER. Upon request, GCS Audio will execute all documents necessary to confirm or perfect the exclusive ownership of EMPLOYER to the Work Product.

5. CONFIDENTIALITY. GCS Audio, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of GCS Audio, or divulge, disclose, or communicate in any manner, any information that is proprietary to EMPLOYER. GCS Audio and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, GCS Audio will return to EMPLOYER all records, notes, documentation and other items that were used, created, or controlled by GCS Audio during the term of this Contract.

**6. WARRANTY.** GCS Audio shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in GCS Audio's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to GCS Audio on similar projects.

**7. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**8. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**9. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**10. AMENDMENT.** This Contract may be modified or amended in writing, if the party obligated under the amendment signs the writing.

**11. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Michigan.

**12. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**Agreed to By:**

Service Recipient:  
City of Wyandotte

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Service Provider:**  
GCS Audio LLC

By:

Date

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the contract for services with GCS Audio LLC of Warren, Michigan, to provide the sound, lights, and stage for concerts at the Wyandotte Street Art Fair Riverfront Entertainment Area from July 10<sup>th</sup> until July 13<sup>th</sup>, 2019 with funds in the amount of \$12,000 to be paid from account #285.225.925.730.860; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 8<sup>th</sup> 2019

**AGENDA ITEM #** \_\_\_\_\_

**11c**

**ITEM:** WSAF Sponsorship Contract – Exhibitor One Stop

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

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



**BACKGROUND:** As you know, corporate sponsorship is integral to the success of our special events and we as the Wyandotte Street Art Fair and Special Events Office seek to contract with Exhibitor One Stop to collect sponsorship for the 2019 Wyandotte Street Art Fair. Please find attached a contract to provide sponsorship assistance to our events.

Exhibitor One Stop will receive 30% of received gross sponsorship dollars they bring in for the fair. This fee will be paid from that WSAF revenue account.

**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:** We request your support of this contract

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

30% of all sponsorship agreements made through Exhibitor One Stop

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Special Events Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Approved. On file.

**MAYOR'S RECOMMENDATION:** *ASP*

**LIST OF ATTACHMENTS**

Contract

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: April 8<sup>th</sup> 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 contract between the City of Wyandotte and Exhibitor One Stop for the 2019 Wyandotte Street Art Fair.

30% of all sponsorship agreements made through Exhibitor One Stop

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

**COUNCIL**

**NAYS**

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**Alderman**  
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This agreement is between Exhibitor One Stop (EOS), PO Box 21667, Detroit, MI 48221 (contractor) and the City of Wyandotte/Special Events Office (SEO) 3200 Biddle, Wyandotte, MI 48192 (city) and concerns sponsorship for the Wyandotte Street Art Fair (fair/WSAF) July 10-13, 2019.

1. Contractor is responsible for the finding family friendly sponsors for the fair. The city SEO has the right of approval or denial for all participants. Only the city/SEO can issue and receive contracts.
2. City will pay contractor 30% of received gross sponsorship dollars for the fair. Sponsorship commission is due fourteen days after invoiced (according to the cities payment schedule.). Sponsors obtained directly by the city with no assistance of the contractor will not require a commission.
3. City will provide a list of potential sponsors wanted for that year's fair (Addendum A attached). Contractor agrees to approach these sponsors first before offering opportunities to other prospects. Contractor will communicate in a timely manner if those preferred sponsors are confirmed for the fair or not so the SEO and EOS can move forward with other sponsorship options.
4. Contractor and city agree to indemnify and hold each other harmless from any and all liability, claims, demands or requirements imposed by federal or state law arising from this Agreement.
5. Should city accept any "in-kind" or other non-cash sponsorships arranged by contractor, commission will be based on an agreed to value of the sponsorship.
6. Contractor will make no representation, warranties or commitments binding the fair or the city beyond the scale of this agreement, without the city's prior consent.
7. Both parties covenant, warrant and represent that they will keep confidential, both during the term of this Agreement, and forever after its termination, all information obtained from each other with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, compilation processes and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever, unless required by law.
8. Service of any and all documents and papers may be made by First Class Mail, addressed to either party at the addresses listed in the Agreement.

9. The Agreement is being made by each of the parties after each party has had an opportunity to fully review, analyze, and obtain legal counsel with respect to this Agreement and all of its terms.
10. This Agreement forms the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings.
11. There shall be no change, amendment or modification of any of the terms of this Agreement unless it is reduced to writing and signed by both parties.
12. If any provision of the Agreement is held by a court of competent jurisdiction or arbitration to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
13. The SEO must approve of any participant prior to sending any agreement or paperwork created only by the SEO, and no agreement is in-force until signed by a city representative/SEO.
14. Both parties will inform each other of "squatters" during the show. The SEO will handle the removal of the individual on site.
15. Only juried artists may be placed in artist or crafter spaces. A vendor/sponsor who applies to the WSAF/art or craft fair and is not accepted is not eligible for commercial space in that year's event. There will also not be any commission on food vendors.
16. EOS is responsible for every aspect of their vendors performance. This includes collecting paperwork, contracts, insurance information and payments, as well as assisting in enforcing rules.
17. EOS may collect for approved sponsorships by credit card, remitting the full sponsorship commitment prior to the event by check to the SEO. Payment proof must be sent to the SEO via email prior to the event.
18. SEO will provide EOS with approved materials and only these materials shall be used in solicitation (see attached).
19. Exhibit One Stop is to have a representative on site during the set-up and shall assist in directing their vendors to the spaces designated by the city representative. Exhibit One Stop may not move, alter or otherwise adapt those spaces without approval.

20. Any sales or solicitation materials including the WSAF name or logo must be approved by SEO prior to any usage by EOS.
21. Participation will be coordinated in rounds. Exhibit One Stop will be present with a sponsor listing (Addendum A) to connect with and pitch the WSAF. Should there still be space available, additional potential participants will be presented by April 1<sup>st</sup>. The deadline for space reservations is April 30<sup>th</sup>. If there is remaining space available after that date, a third round of potential participants may be presented to SEO for review/approval/denial. Contracts may be considered void (at the sole discretion of the SEO) if full payment has been received by June 1<sup>st</sup> unless other arrangements have been approved in advance.
22. Should an EOS sponsor contact the SEO directly they will be directed by SEO staff to contact EOS. SEO will then notify EOS of that contact so that EOS may follow up. EOS is required to contact or attempt to contact that sponsor within two business days (unless it is a national holiday) and cc the SEO to email communication. Should that sponsor contact the SEO after that time frame claiming that EOS has not followed up, the SEO may, at its sole option, contract that sponsor without a commission due to EOS.
23. It is understood that the contractor is not soliciting for charitable donations. Funds are solicited for promotional value, presence at the event and other marketing functions.
24. This Agreement shall be governed by the laws of the State of Michigan.

If any of the above are found and sufficiently documented to have been broken by one party, the other party, at their sole discretion, may choose to find the contract broken in its entirety, and hold the offensive party accountable for their actions by either increasing or withholding fees associated with this contract as necessary.

Consented and agreed to for Exhibitors One Stop by: BART N LOFF

DATE 2/21/19 SIGNATURE [Signature]

Consented and agreed to for City of Wyandotte by: \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

Consented and agreed to for City of Wyandotte by: \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

Addendum A:

A.) The listing below is potential sponsors the SEO asks for EOS to connect with and seek sponsorship with before any other business/corporation/individual is considered.

- a) Bai
- b) Blick Art Materials
- c) Del Taco
- d) KIND
- e) Kroger
- f) Super Kroger
- g) Meijer
- h) Michigan Lottery
- i) Sparkling Ice
- j) Target
- k) Xfinity
- l) Pantene
- m) Kashi
- n) Lego
- o) Carpi-Sun
- p) Tic Tac
- q) Kraft
- r) Shasta
- s) Sam's Club
- t) Tim Horton's
- u) Dunkin Donuts
- v) Staples
- w) DTE
- x) Dominos
- y) Menards
- z) Costco

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council Concurs with the recommendation of the Special Event Coordinator to approve the Sponsorship Contract between the City of Wyandotte and Exhibitor One Stop for the 2019 Wyandotte Street Art Fair.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman  
Calvin  
DeSana  
Maiani  
Sabuda  
Schultz**

**NAYS**

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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 8<sup>th</sup> 2019

**AGENDA ITEM #** **11d**

**ITEM:** Vincent Pallotti Parish - Parking Lot Use

**PRESENTER:** Heather A. Thiede - Champlin, Special Events Coordinator

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



**BACKGROUND:** St. Vincent Pallotti Parish Parent's Club is requesting to use the city owned parking lot located at First and Chestnut for patron parking during the 2019 Wyandotte Street Art Fair so long as the group signs a hold harmless agreement provided by the Legal Department.

Below are items requested:

- Permission to use the parking lot minus 20 spaces reserved for the Downriver Council for the Arts, at First and Chestnut Street along with St. Patrick's lot for fundraising during the WSAF
- No Parking signs to be placed on east side of First Street between Chestnut and Superior Blvd.
- No Parking on Chestnut between Biddle and First Street for Wednesday and Thursday of the fair

**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 recommendation of the Special Event Coordinator and support the use of the parking lot at First and Chestnut Street with 20 spaces reserved for the DCA and with no parking along the East Side of First Street and Chestnut during the Wyandotte Street Art Fair and this also be forwarded to the Department of Public Service.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Department of Public Service as well as the Wyandotte Police Department.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:** Letter

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: April 8<sup>th</sup> 2019

RESOLUTION by Councilman\_\_\_\_\_

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the road closures during the Wyandotte Street Art Fair, July 10<sup>th</sup> through the 13<sup>th</sup> 2019 so long as the group signs a hold harmless agreement provided by the Legal Department.

Below are items requested:

- Permission to use the parking lot minus 20 spaces reserved for the Downriver Council for the Arts, at First and Chestnut Street along with St. Patrick's lot for fundraising during the WSAF
- No Parking signs to be placed on east side of First Street between Chestnut and Superior Blvd.
- No Parking on Chestnut between Biddle and First Street for Wednesday and Thursday of the fair

I move the adoption of the foregoing resolution.

MOTION by Councilmen\_\_\_\_\_

Supported by Councilman\_\_\_\_\_

_____	<b>Alderman</b>	_____
_____	<b>Calvin</b>	_____
_____	<b>DeSana</b>	_____
_____	<b>Maiani</b>	_____
_____	<b>Sabuda</b>	_____
_____	<b>Schultz</b>	_____

March 21, 2019

Deputy Clerk Beth Lekity and Wyandotte City Council  
Wyandotte City Hall  
3200 Biddle Ave.  
Wyandotte, MI 48192

RE: Use of city parking lot

Dear Deputy Clerk Beth Lekity:

The St. Vincent Pallotti Parish Parent's Club is requesting permission to use the city parking lot located at First and Chestnut Streets for our fundraising event during the Wyandotte Street Fair July 10-13, 2019. We wish to use the city lot, along with St. Patrick's parking lot to park cars of the visitors to the Wyandotte Street Fair.

We would like to request "No Parking" signs to be placed on the east side of First Street between Chestnut and Superior Street. This will allow for two-way traffic to pass. We also observed a traffic back-up on Chestnut between Biddle and 1<sup>st</sup> Street. It would help with traffic flow if there was "no parking" signs on Chestnut between Biddle and 1<sup>st</sup> street on the days when Chestnut is not being used by art vendors.

Monies generated from this fundraising event will benefit St. Vincent Pallotti Parish.

Thank you for your consideration. Please let me know if this has been approved, so we can make appropriate arrangements.

St. Vincent Pallotti Parish will abide by all parking requirements put forth by the City of Wyandotte.

Sincerely,



Elizabeth Chisek  
Vincent Pallotti Parish Parents Club  
2430 18<sup>th</sup> St, Wyandotte, MI 48192  
[elizabethkwhalen@hotmail.com](mailto:elizabethkwhalen@hotmail.com)  
734-934-5471

RECEIVED

MAR 21 2019

CITY CLERK  
CITY OF WYANDOTTE

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council concurs with the recommendation of the Special Events Coordinator to approve the following road closures during the Wyandotte Street Art Fair, July 10<sup>th</sup> through the 13<sup>th</sup> 2019:

- Permission to use the parking lot minus 20 spaces reserved for the Downriver Council for the Arts, at First and Chestnut Street along with St. Patrick's lot for fundraising during the WSAF
- No Parking signs to be placed on east side of First Street between Chestnut and Superior Blvd.
- No Parking on Chestnut between Biddle and First Street for Wednesday and Thursday of the fair

BE IT FURTHER RESOLVED that a hold harmless agreement be signed by the group as prepared by the Department of Legal Affairs.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 8<sup>th</sup> 2019

**AGENDA ITEM #** 12a

**ITEM:** Special Events Request – Wyandotte Family Church Event

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

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

**BACKGROUND:** Please see the below information Wyandotte Family Church picnic event July 28<sup>th</sup> 2019. This event has been reviewed and approved by the Department of Public Service, Department of Recreation, Police Department and Municipal Service with the recommendation they sign a hold harmless agreement created by the Legal Department and add the city of Wyandotte to their insurance policy.

Bash at Bishop – July 28 2019  
Property Use: Bishop Park and Pavilion Area  
Use Time: 8 am – 1 pm  
Estimated number of attendees: 250

**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:** We request your support of this event and send along needed paperwork to the Special Events Coordinator, Department of Public Service and Recreation Department.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

None.

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Special Events Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDysdal*

**LEGAL COUNSEL'S RECOMMENDATION:** Approved.

**MAYOR'S RECOMMENDATION:** *ALP*

**LIST OF ATTACHMENTS**

Application and Map

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: April 8<sup>th</sup> 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 property for the Wyandotte Family Church Picnic July 28<sup>th</sup> 2019 with recommendation they sign a hold harmless agreement created by the Legal Department and add the city of Wyandotte to their insurance policy.

Bash at Bishop – July 28 2019

Property Use: Bishop Park and Pavilion Area

Use Time: 8 am – 1 pm

Estimated number of attendees: 250

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

YEAS

COUNCIL

NAYS

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**Alderman**  
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# 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@wyandotte.org www.wyandottestreetartfair.org

Date of proposed event: 07/28/2019 Times: 8 AM - 1 PM  
Name of Applicant: Jessica Sellenberg  
Name of Business or Organization: Wyandotte Family Church  
Type of legal entity of your business/organization: Religious Organization  
Name of individual authorized to sign documents on behalf of your business/organization: Jessica Sellenberg  
Address: 1165 Ford Ave Wyandotte MI 48192  
Email: jessica@wyandottefamily.org Cell Phone: 7346428691

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: Bishop Park  
Estimated maximum number of persons expected at the event for each day: 250  
Is Alcohol going to be served or provided at this event: No Do you have a license: N/A  
Do you need water hook up for this event? No  
If you will need water hook up, please list where and what the water will be for: \_\_\_\_\_

**Electrical needs:** Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event.

**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@wyandotte.org or 734.324.4502.

check # 4015  
amount \$50.00

**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 (Plaster Box Receptacles) – 1<sup>st</sup> service call is free – 2<sup>nd</sup> service call is \$25 plus overtime cost – 3<sup>rd</sup> service call is \$50 plus overtime cost.

All service calls outside of normal working hours for Self Contained service plugs – 1<sup>st</sup> service call is free – 2<sup>nd</sup> service call is \$50 plus overtime – 3<sup>rd</sup> service call is \$100 plus service cost.

**EQUIPMENT TO BE USED: Please be specific!**

<u>TYPE</u>	<u>VOLTAGE</u>	<u>NUMBER OF PLUGS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

We will be using the showmobile electricity.. unsure of how much voltage or plugs, but whatever amount we need to pay for using showmobile electricity, let us know and we will get that to you.

Special Event Description:

This would be our Sunday morning gathering, but taking place at Bishop Park with the showmobile and under the main pavilion. We would have music, a guest speaker, and end with a picnic for everyone present.

An aerial photograph of Bishop Park, showing a large grassy area, a paved path, and several trees. Overlaid on the image are three rectangular boxes with text and a small inset map. The top box is labeled 'showmobile' and points to a small structure on the path. The middle box is labeled 'rows of seating' and points to a large area of the grass. The bottom box is labeled 'tables w/ food for picnic' and points to a smaller area of the grass. A small inset map in the bottom left corner shows the park's location within a larger area.

*showmobile*

*rows of seating*

Bishop Park

*tables w/ food  
for picnic*

Google

**RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of City property for the Wyandotte Family Church Picnic to be held July 28<sup>th</sup> 2019, AND  
BE IT FURTHER RESOLVED that a hold harmless agreement be signed by the group as prepared by the Department of Legal Affairs and the City of Wyandotte be added to their insurance policy.

Bash at Bishop – July 28 2019  
Property Use: Bishop Park and Pavilion Area  
Use Time: 8 am – 1 pm  
Estimated number of attendees: 250

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

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

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**12B**

**MEETING DATE:** April 8<sup>th</sup> 2019

**AGENDA ITEM # 11b**

<b>ITEM:</b> Special Event Application – Our Lady of the Scapular Parish
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**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 Our Lady of the Scapular Parish for a Procession to honor Mary the Blessed Mother of God and patroness of their Parish to be held May 6<sup>th</sup> 2019. This event has been reviewed and approved by Police Chief, Fire Chief, Recreation Superintendent, and Department of Public Service provided the group sign a hold harmless agreement. They are asking permission for the following: (Please see the attached letter)

1. 7 pm – Procession to start at the Elementary School building on 10<sup>th</sup> Street and proceed to Superior Boulevard (Pope John Paul II Ave), to 12<sup>th</sup> Street around the median and back to 10<sup>th</sup> street and into the front door of the church.

**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 the City Park and property for the event held May 6<sup>th</sup> 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:** *Shaydall*

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:** *ALP*

**LIST OF ATTACHMENTS**

Letter

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: April 8<sup>th</sup> 2019

RESOLUTION by Councilman\_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of City Parks and property for, Our Lady of the Scapular Parish for a Procession to honor Mary the Blessed Mother of God and patroness of their Parish to be held May 6<sup>th</sup> 2019 including:

7 pm – Procession to start at the Elementary School building on 10<sup>th</sup> Street and proceed to Superior Boulevard (Pope John Paul II Ave), to 12<sup>th</sup> Street around the median and back to 10<sup>th</sup> street and into the front door of the church.

Provided the group sign an old harmless agreement

I move the adoption of the foregoing resolution.

MOTION by Councilmen\_\_\_\_\_

Supported by Councilman\_\_\_\_\_

**YEAS**

**COUNCIL**

**NAYS**

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**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

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# *Our Lady of the Scapular Parish*

976 POPE JOHN PAUL II AVENUE • WYANDOTTE, MICHIGAN 48192 • (734) 284-9135 • FAX: (734) 284-1367

## *Parafia Matki Boskiej Szkaplerznej*



March 25, 2019

The Honorable Joseph Peterson, Mayor  
City Council Members  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192

Dear Mayor Peterson and  
Members of the City of Council of Wyandotte,

As we do every year, we are asking for your permission to have the traffic controlled in the streets surrounding our Parish on Monday, May 6, 2019.

The outdoor procession and crowning honoring Mary the Blessed Mother of God and patroness of our Parish will start at 7:00pm. The line up begins on 10<sup>th</sup> Street and proceed to Superior Boulevard (Pope John Paul II, Ave), to 12<sup>th</sup> Street, around the median and back to 10<sup>th</sup> Street and into the front door of the Church.

Thank you in advance for your help in making sure that everyone participating in this important event will be kept safe.

Sincerely Yours,

Rev. Mark A. Borkowski  
Pastor

cc: Police Chief Brian Zalewski  
D.P.S.-Dave Rothermal

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of City Parks and property for Our Lady of the Scapular Parish for a Procession to honor Mary the Blessed Mother of God and patroness of their Parish to be held May 6<sup>th</sup> 2019 including:

7 pm – Procession to start at the Elementary School building on 10<sup>th</sup> Street and proceed to Superior Boulevard (Pope John Paul II Ave), to 12<sup>th</sup> Street around the median and back to 10<sup>th</sup> street and into the front door of the church.

BE IT FURTHER RESOLVED that a hold harmless agreement be signed by the group as prepared by the Department of Legal Affairs.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

12c

**MEETING DATE:** April 8<sup>th</sup> 2019

**AGENDA ITEM #** ~~11c~~

**ITEM:** Special Event Application – Our Lady of the Scapular –Events in August

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

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

**BACKGROUND:** Our Lady of the Scapular events will take place on August 23<sup>rd</sup> – August 25<sup>th</sup> 2019. The group is looking to request the below:

- Utilize the parking lot on the South East corner and the North corner of 9<sup>th</sup> and Vinewood for Parking Friday, August 23<sup>rd</sup> – August 25<sup>th</sup> 2019. It will be fenced off and cleaned after the festival.
- The surrounding streets to be closed off to automobile traffic during August 23<sup>rd</sup>– August 25<sup>th</sup> 2019. Times:
  - Friday August 23<sup>rd</sup> – 4 pm – 11 pm
  - Saturday August 24<sup>th</sup> 1 pm – 11 pm
  - Sunday August 25<sup>th</sup> 1 pm – 11 pm
- Permission to make Pope John Paul II Ave a one-way street during the Parish Festival on Friday August 23<sup>rd</sup> – August 25<sup>th</sup> 2019.

This event has been reviewed and approved by the Police Chief, Recreation Superintendent, DPS Superintendent and Fire Chief and recommends a hold harmless on file from the group to be created by the Department of Legal Affairs.

**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 23<sup>rd</sup> – August 25<sup>th</sup> 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 Event Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SD Rydahl*

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:** *ALP*

**LIST OF ATTACHMENTS:**

Letters

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 8<sup>th</sup> 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 held August 23<sup>rd</sup> - August 25<sup>th</sup> 2019 a hold harmless on file from the group to be created by the Department of Legal Affairs.

- Utilize the parking lot on the South East corner and the North corner of 9<sup>th</sup> and Vinewood for Parking Friday, August 23<sup>rd</sup> - August 25<sup>th</sup> 2019. It will be fenced off and cleaned after the festival.
- The surrounding streets to be closed off to automobile traffic during August 23<sup>rd</sup>- August 25<sup>th</sup> 2019. Times:
  - Friday August 23<sup>rd</sup> - 4 pm - 11 pm
  - Saturday August 24<sup>th</sup> 1 pm - 11 pm
  - Sunday August 25<sup>th</sup> 1 pm - 11 pm

Permission to make Pope John Paul II Ave a one-way street during the Parish Festival on Friday August 23<sup>rd</sup> - August 25<sup>th</sup> 2019

I move the adoption of the foregoing resolution.

MOTION by Councilmen\_\_\_\_\_

Supported by Councilman\_\_\_\_\_

**YEAS**

**COUNCIL**

**NAYS**

_____	<b>Alderman</b>	_____
_____	<b>Calvin</b>	_____
_____	<b>DeSana</b>	_____
_____	<b>Maiani</b>	_____
_____	<b>Sabuda</b>	_____
_____	<b>Schultz</b>	_____

# *Our Lady of the Scapular Parish*

976 POPE JOHN PAUL II AVENUE • WYANDOTTE, MICHIGAN 48192 • (734) 284-9135 • FAX: (734) 284-1367

## *Parafia Matki Boskiej Szkaplerznej*



March 25, 2019

The Honorable Joseph R. Peterson  
Mayor of Wyandotte  
3200 Biddle Ave, Suite 300  
Wyandotte, MI 48192

Honorable Joseph R. Peterson and Council,

Our Lady of the Scapular is asking to make Pope John Paul II Ave a one way street during the Parish Festival on Friday, August 23<sup>rd</sup>; Saturday, August 24<sup>th</sup>; and Sunday, August 25<sup>th</sup> 2019. We feel that this would help with the flow of traffic and also to avoid any unnecessary accidents.

Please let us know if you will permit us this privilege.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rev. M.A. Borkowski". The signature is fluid and cursive, with a long horizontal stroke at the end.

Rev. Mark A. Borkowski  
Pastor

# *Our Lady of the Scapular Parish*

976 POPE JOHN PAUL II AVENUE • WYANDOTTE, MICHIGAN 48192 • (734) 284-9135 • FAX: (734) 284-1367

## *Parafia Matki Boskiej Szkaplerznej*



March 25, 2019

The Honorable Joseph R. Peterson  
Mayor of Wyandotte  
3200 Biddle Ave, Suite 300  
Wyandotte, MI 48192

Honorable Joseph R. Peterson and Council,

Our Lady of the Scapular is once again asking to use the lot on South East corner and the North West corner of 9<sup>th</sup> and Vinewood for Parking on Friday, August 23; Saturday, August 24; and Sunday, August 25, 2019.

As in the past, we will fence it off and clean the area after the Festival.

Please let me know if you will permit us this privilege once again this year.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rev. M. A. Borkowski". The signature is fluid and cursive.

Rev. Mark A. Borkowski  
Pastor

# *Our Lady of the Scapular Parish*

976 POPE JOHN PAUL II AVENUE • WYANDOTTE, MICHIGAN 48192 • (734) 284-9135 • FAX: (734) 284-1367

## *Parafia Matki Boskiej Szkaplerznej*



March 25, 2019

The Honorable Joseph R. Peterson  
Mayor of Wyandotte  
3200 Biddle Ave, Suite 300  
Wyandotte, MI 48192

Dear Mayor Peterson,

This year's Our Lady of the Scapular's Annual Polish Festival will be held on Friday, August 23; Saturday, August 24; and Sunday, August 25, 2019.

As in the past, may we ask to have the Streets surrounding our Parish Grounds to be closed to automobile traffic during these days.

The area involved would be 10<sup>th</sup> Street between Vinewood and Pope John Paul II Avenue (Superior).

The times we would ask for this area to be closed off, would be:

Friday, August 23, 2019 – 4:00 PM - 11:00PM  
Saturday, August 24, 2019 - 1:00 PM - 11:00PM  
Sunday, August 25, 2019 – 1:00 PM - 11:00PM

Please let me know if you will permit us this privilege again this year.

Thank You,

Rev. Mark A. Borkowski  
Pastor

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of the following city sidewalks, streets and property for the Our Lady of the Scapular Parish Festival to be held on August 23<sup>rd</sup> – August 25<sup>th</sup> 2019:

- Utilize the parking lot on the South East corner and the North corner of 9<sup>th</sup> and Vinewood for Parking Friday, August 23<sup>rd</sup> – August 25<sup>th</sup> 2019. It will be fenced off and cleaned after the festival.
- The surrounding streets to be closed off to automobile traffic during August 23<sup>rd</sup>– August 25<sup>th</sup> 2019. Times:
  - Friday August 23<sup>rd</sup> – 4 pm – 11 pm
  - Saturday August 24<sup>th</sup> 1 pm – 11 pm
  - Sunday August 25<sup>th</sup> 1 pm – 11 pm

Permission to make Pope John Paul II Ave a one-way street during the Parish Festival on Friday August 23<sup>rd</sup> – August 25<sup>th</sup> 2019

BE IT FURTHER RESOLVED that a hold harmless agreement be signed by the group as prepared by the Department of Legal Affairs.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

12d

MEETING DATE: April 8<sup>th</sup> 2019

AGENDA ITEM # ~~11d~~

**ITEM:** Special Event Applications - Belicoso Café

**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 Belicoso Café for their special events that are scheduled to take place on August 16<sup>th</sup> and September 20<sup>th</sup> 2019. (The Wyandotte Street Art Fair request will be organized and approved through the Special Events Office in accordance with the Wyandotte Street Art Fair Merchant Applications) These events have been reviewed and approved by the Police Chief, Fire Chief, Department of Public Service and Recreation Superintendent provided a live safety inspection will take place prior to the events beginning to review event and tent set up by the Fire Chief as well as, Belicoso follows the rules set forth by City Council in 2013, see below details. We require the business add the City of Wyandotte as additional insured to their insurance policy and have a signed hold harmless on file. Belicoso will make signage for the fencing areas that states the event is separate from the Wyandotte Third Friday event as well as note it on their tickets and posters. Belicoso Café is required to pay for any fees associated with the use of city material and man power for all events.

- Any event (other than the Wyandotte Street Art Fair) that takes place on a Friday on First Street will be set up no earlier than 3 pm and torn down Friday night.
- Any event (other than the Wyandotte Street Art Fair) that takes place on a Saturday on First Street will be set up and torn down that Saturday.
- Any event (other than the Wyandotte Street Art Fair) that takes place on a Sunday on First Street will be set up and torn down that Sunday.
- There will be a minimum of 20 foot of space going south left between the end of Dolores Boutique Shop/Treasure Alley Mini Mall building and the start of any fencing.
- The remaining parking spaces in front of Treasure Alley Mini Mall, The Quilted Heart and 9 Abundant Living will remain open for the public to park in.

Belicoso is requesting the use of:

- The storefront area/front patio area along Biddle Avenue including blocking the sidewalk
- The back of the building including Rivers Edge Gallery area along First Street, blocking the sidewalk

**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 recommendation of the Special Event Coordinator and support the use of city streets, sidewalks and property for their events held August 16<sup>th</sup> and September 20<sup>th</sup> 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 Event Coordinator,

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shrydall*

**LEGAL COUNSEL'S RECOMMENDATION:** Concurs with recommendation, signature on file.

**MAYOR'S RECOMMENDATION:** *ALP*

**LIST OF ATTACHMENTS**

Special Event Applications – Belicoso Café

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 8<sup>th</sup> 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 and property for the events to be held, August 16<sup>th</sup> and September 20<sup>th</sup> 2019 Superintendent provided a live safety inspection will take place prior to the events beginning to review event and tent set up by the Fire Chief as well as, Belicoso follows the rules set forth by City Council in 2013, see below details. We require the business add the City of Wyandotte as additional insured to their insurance policy and have a signed hold harmless on file. Belicoso Café is required to pay for any fees associated with the use of city material and man power for all events.

- Any event (other than the Wyandotte Street Art Fair) that takes place on a Friday on First Street will be set up no earlier than 3 pm and torn down Friday night.
- Any event (other than the Wyandotte Street Art Fair) that takes place on a Saturday on First Street will be set up and torn down that Saturday.
- Any event (other than the Wyandotte Street Art Fair) that takes place on a Sunday on First Street will be set up and torn down that Sunday.
- There will be a minimum of 20 foot of space going south left between the end of Dolores Boutique Shop/Treasure Alley Mini Mall building and the start of any fencing.
- The remaining parking spaces in front of Treasure Alley Mini Mall, The Quilted Heart and Abundant Living will remain open for the public to park in.

Belicoso is requesting the use of:

- The storefront area/front patio area along Biddle Avenue including blocking the sidewalk
- The back of the building including Rivers Edge Gallery area along First Street, blocking the sidewalk

I move the adoption of the foregoing resolution.

MOTION by Councilmen\_\_\_\_\_

Supported by Councilman\_\_\_\_\_

YEAS

COUNCIL

NAYS

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**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

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# 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

Date of proposed event: August 16, 2019 & September 20, 2019 Times: 6 pm till 1 am

Name of Applicant: Mark Srour

Name of Business or Organization: Belicoso Cafe

Type of legal entity of your business/organization: Belicoso Cafe

Name of individual authorized to sign documents on behalf of your business/organization: Mark Srour

Address: 3030 Biddle Ave Wyandotte 48192

Email: mark@belicosocafe.com Cell Phone: 3133779797

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: On first Street Behind Belicoso

Estimated maximum number of persons expected at the event for each day: 500

Is Alcohol going to be served or provided at this event: yes Do you have a license: yes

Do you need water hook up for this event? No

If you will need water hook up, please list where and what the water will be for: \_\_\_\_\_

N/A

**Electrical needs:** Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event.

**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.

### **Event Description:**

Event Summary: We have been doing this event for the last 10 years at Belicoso. The event for 2019 will be the same as the event's approved in previous years.

Event: Belicoso Backyard Bash

Event Date: Friday, August 16th, 2019

Event Date: Friday, September 20<sup>th</sup>, 2019

Event Time: 6pm to 1am

Ticket Price: Price of Ticket to be determined based on cost of food.

Menu: To be determined based on availability of goods during that time.

Live Music information:

Live music will be performed by "The Persuasion Band" from 8pm to 1am



Event location: Event will be held on 1<sup>st</sup> street in between Elm and Maple behind Belicoso

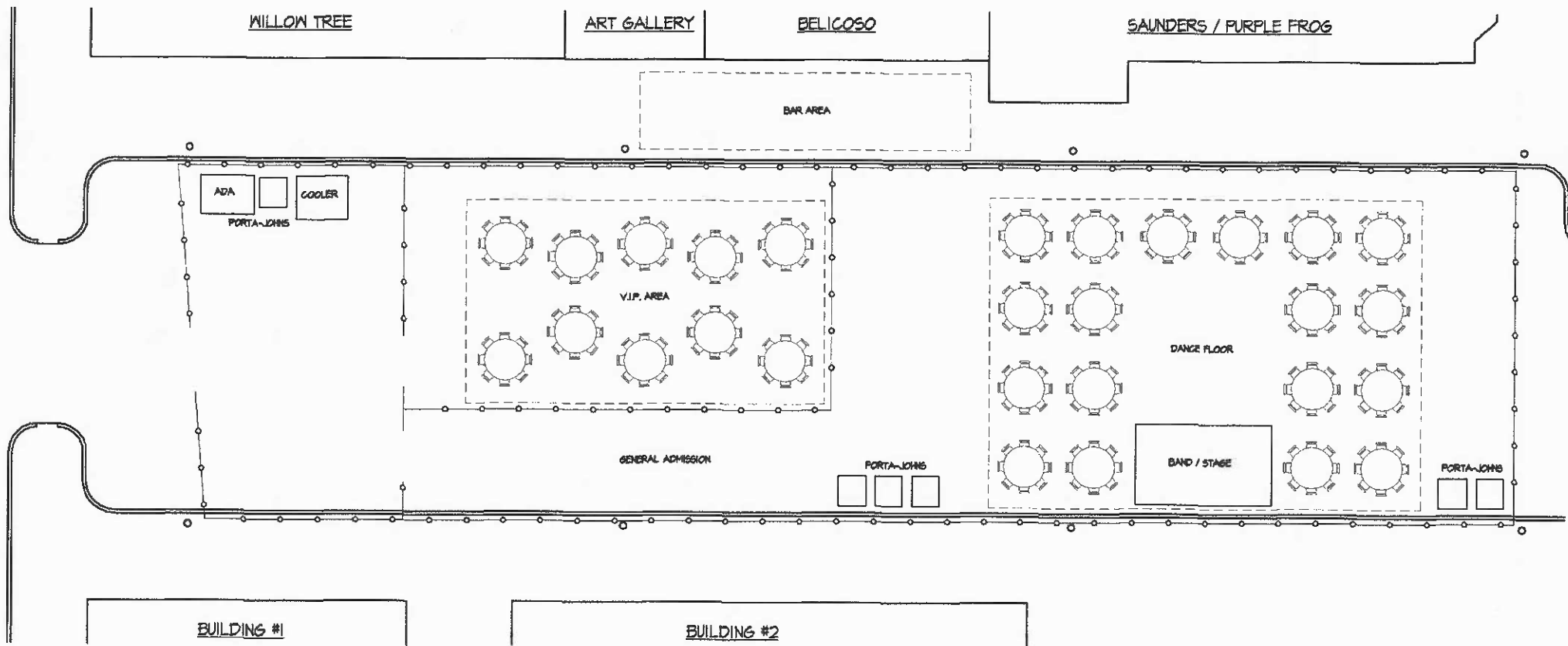
Event will include: Cocktails, food, reserved seating and live music.

Belicoso Martini Cigar Bar

3030 Biddle Avenue

Wyandotte, MI 48192

Manager: Mary Lollini



Event description: Event will include cocktails, Food and live Music.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2019

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

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

<b>PRODUCER</b> Daly Merritt Insurance 3099 Biddle Avenue  Wyandotte MI 48192	<b>CONTACT NAME:</b> Cheryl Engel <b>PHONE (A/C, No, Ext):</b> (734) 283-1400 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> (734) 283-1197
<b>INSURED</b> Belicoso Cafe Inc 3030 Biddle  Wyandotte MI 48192	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Michigan Millers <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** CL1812416116 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability 1,000,000 / 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C0524825	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			L0105798	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	W0516196	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Prop/Betterments & Awning Business Personal Property			C0524825	01/01/2019	01/01/2020	Limit: \$205,000 Limit: \$175,000

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

re: Backyard Bash including The Persuasion Band performance.  
City of Wyandotte is added as an additional insureds with respects to liability surrounding use of the City Property located on 1st Street (street closed off for the event) for the 8/16/19 and 9/20/19 event.

**CERTIFICATE HOLDER**

City of Wyandotte 3200 Biddle Ave.  Wyandotte MI 48192
---

**CANCELLATION**

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

**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 (Plaster Box Receptacles) – 1<sup>st</sup> service call is free – 2<sup>nd</sup> service call is \$25 plus overtime cost – 3<sup>rd</sup> service call is \$50 plus overtime cost.

All service calls outside of normal working hours for Self Contained service plugs – 1<sup>st</sup> service call is free – 2<sup>nd</sup> service call is \$50 plus overtime – 3<sup>rd</sup> service call is \$100 plus service cost.

**EQUIPMENT TO BE USED: Please be specific!**

<u>TYPE</u>	<u>VOLTAGE</u>	<u>NUMBER OF PLUGS</u>
Band Equipment	120	2 15 amp.
Ice Machine	120	1 15 amp
_____	_____	_____

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.

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks and property for the events to be held, August 16<sup>th</sup> and September 20<sup>th</sup> 2019 Superintendent provided a live safety inspection will take place prior to the events beginning to review event and tent set up by the Fire Chief as well as, Belicoso follows the rules set forth by City Council in 2013, see below details. We require the business add the City of Wyandotte as additional insured to their insurance policy and have a signed hold harmless on file. Belicoso Café is required to pay for any fees associated with the use of city material and man power for all events.

- Any event (other than the Wyandotte Street Art Fair) that takes place on a Friday on First Street will be set up no earlier than 3 pm and torn down Friday night.
- Any event (other than the Wyandotte Street Art Fair) that takes place on a Saturday on First Street will be set up and torn down that Saturday.
- Any event (other than the Wyandotte Street Art Fair) that takes place on a Sunday on First Street will be set up and torn down that Sunday.
- There will be a minimum of 20 foot of space going south left between the end of Dolores Boutique Shop/Treasure Alley Mini Mall building and the start of any fencing.
- The remaining parking spaces in front of Treasure Alley Mini Mall, The Quilted Heart and Abundant Living will remain open for the public to park in.

Belicoso is requesting the use of:

- The storefront area/front patio area along Biddle Avenue including blocking the sidewalk
- The back of the building including Rivers Edge Gallery area along First Street, blocking the sidewalk

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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To Mayor Joseph Peterson  
and members of Council

Please read in its  
entirety  
#13/1 of 2

Congratulations to Mark Kowalewski  
our retiring City Engineer!!!

He has served our city  
above and beyond the call  
of duty!

He has been here for us  
thru negative and positive times  
and to my knowledge and  
I can go back to the three  
previous engineers; He is the  
longest serving engineer and  
possible in the history of  
our grand city.

He is special and we were  
blessed to have had him.

There should be something  
dedicated to him to show  
how special he was to our  
city.

Thank You

Sincerely

Johnny Blenich  
3554 - 11<sup>th</sup> St.

To Mayor Joseph Peterson and members of Council Please read in its entirety ① #13/2 of 2

734 282-2313

The city of Wyandotte's DPW trimmed several large trees at 11<sup>th</sup> and Cherry streets. Then a sub-contractor came and finished the job.

They were in a position and state that threatened sidewalk traffic as well as vehicle traffic.

This action has brought safety and security.

An ounce of prevention is worth a pound of cure!

These trees were there from the 30's and were there before 11<sup>th</sup> street and Cherry street were paved. They saw World War II come and go and this area develop from a pristine area.

after 11<sup>th</sup> was paved they witnessed the crashes and carnage the injuries and loss of life, until Intervention and stop signs were placed at 11<sup>th</sup> and Cherry streets.

The history of this road can be defined by the names it was called Wyandotte speedway and or Suicide Boulevard.

One wonders how much things would be different today had safety and security been a factor right after that road was paved!

The city of Wyandotte's Municipal Service Buildings at 3575 11<sup>th</sup> recently put up exterior type mirrors because the buildings had been built right on the property line. This caused blind spots for the vehicles when they exit and endanger pedestrian traffic.

These mirrors have brought safety and security.

An ounce of prevention is worth a pound of cure.

The playground at 11<sup>th</sup> and Cherry  
now is a danger to the children  
and all that frequent the playground.

Because a mining facility has  
been established adjacent to it  
and also the parking lot abutting  
it.

This facility was established  
in pretty much the south east  
part of town and so it draws  
people within walking distance  
from only 2 sides the West and North  
because the land to the south and  
east is zoned Industrial.

So more often than not most  
individuals drive here!

When it comes to real estate  
and you want people activity  
Location! Location! Location!  
is the rule of thumb and you  
want to draw from all  
4 directions!

(4)

Recently a neighbor who is the pastor of the Family Church at Northline and 12<sup>th</sup> street along with a group of volunteers went to the playground cleaned and painted it because it means so much to us!

This playground is the Gem of our neighborhood our Taj Mahal.

There was two communications which are enclosed with the Recreation Commission with no response so that's why this letter came to be!

Food for Thought

The government declared during World War II an ounce of prevention is worth a pound of cure.

Must have been correct as we and our allies were successful and won the War.

5

And Ben Franklin  
was known to have stated -  
a place for everything and  
everything in its place!

This could be accomplished  
by securing all four sides of the  
playground and the placings  
of the signs!

In closing

Accordingly as we do

Well or ill so shall  
mankind be raised or  
cast down.

Thank You

Sincerely

Johnny Ulevich<sup>2</sup>  
3534 1/2<sup>th</sup> St.

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that the communications received from John Ulevich, 3554 11<sup>th</sup>, Wyandotte, MI 48192 be received and placed on file.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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**#14**

Date Submitted: April 3<sup>rd</sup>, 2019

Thomas A. Vargo

3512 20<sup>TH</sup> Street

Wyandotte, MI 48192

Honorable Mayor Joseph R Peterson and Wyandotte City Council  
3200 Biddle Ave suite 300  
Wyandotte MI 48173

Request is to be placed on Agenda for the next scheduled City Council Meeting on April 8<sup>th</sup>, 2019

**SUBJECT:** WMS BID# 4752 AUXILIARY BOILER PROJECT

I, Thomas A. Vargo, would like to protest the recommendation and decision made by the City Council and Wyandotte Municipal Commission to award WMS Bid #4752—Auxiliary Boiler Project on the grounds that it was capricious, arbitrary, and without consideration of what is in the best interest of the taxpayers of the City of Wyandotte.

I demand that the contract approval be tabled until a public hearing is conducted.



Thomas A. Vargo

April 3<sup>rd</sup>, 2019



## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that the communications received from Thomas A. Vargo, 3512 20<sup>th</sup>, Wyandotte, MI 48192 be received and placed on file.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 8, 2019

**AGENDA ITEM #** **15**

**ITEM:** Appointment to Planning Commission

**PRESENTER:** Mayor Joseph R. Peterson *JRP*

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

**BACKGROUND:** Greg Mayhew currently sits on the Planning Commission and his term has expired. Due to his recent appointment as the City Engineer, he can no longer serve on the commission.

Mark Kowalewski has submitted his resume to serve on the Planning Commission and he would be an excellent addition with his extensive background.

**STRATEGIC PLAN/GOALS:** n/a

**ACTION REQUESTED:** Adopt a resolution to appoint Mark Kowalewski to the Planning Commission.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:**

**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** Resume of Mark Kowalewski

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 8, 2019

RESOLUTION by Councilperson\_\_\_\_\_

BE IT RESOLVED that the City Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Mark Kowalewski of 1540 Davis, Wyandotte, MI to the Planning Commission. Term to expire April 2021.

I move the adoption of the foregoing resolution.

MOTION by Councilperson\_\_\_\_\_

Supported by Councilperson\_\_\_\_\_

**YEAS**

**COUNCIL**

**NAYS**

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**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

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## **EDUCATION/REGISTRATION:**

- 1984, B.S. Civil Engineering, Michigan State University, Chi Epsilon National Civil Engineering Honor Society
- 1987, Professional Engineer-State of Michigan, License No.6201033624
- Registered Building Official, Building Inspector, Plan Reviewer-Michigan Bureau of Construction Codes, Registration No. 000504
- Dale Carnegie Graduate with Honors, 1999
- Sewer Assessment Certification

## **EXPERIENCE:**

### **1987- Present** City of Wyandotte, City Engineer

Appointed position by the Mayor with confirmation by City Council. Responsible for management of the Engineering and Building Department as well as the Department of Public Services(DPS). Departments include approximately fifty non union, union, contract and seasonal employees.Create and submit an annual General Fund Budget of \$3.3 million and Special Revenue Fund Budgets of \$15 million for approval. Establish priorities and select projects for annual street improvements, sewer maintenance/replacement, water mains, parking lots and sidewalks. Provide support for Special Assessment, TIFA and DDA projects.Oversight on these projects includes planning, design, bidding, inspection, contract management and hiring additional staff when needed. City's representative to interface with architects and engineers for construction or renovation of public buildings. This includes coordinating the project by determining wants and needs to establish a budget for approval by City Council then completing the project.

Provide the required plan reviews, permitting and inspection services in accordance with the Michigan Building Code. In 1988, the City adopted strict ordinances for upon sale inspection of dwellings, recurring inspection of rental dwellings and inspection of commercial/industrial properties being sold or proposed change of use. I developed these ordinances, inspection plans and hired additional contract employees.This program has resulted in higher quality housing in Wyandotte and new investment is now easily encouraged.

DPS responsibilities include maintaining City streets, sewers, parks, public buildings, fleet maintenance, solid waste collection, recycling programs, snow removal, traffic signage, trees and staging special events.

Responsibilities expanded in 1997, to include Community Development.Coordinate the acquisition and demolition of nonconforming structures or inadequate housing. Assembled parcels are marketed for new single family homes with specific design and size requirements thru a current "Build a Future in Wyandotte" program. Commercial properties are advertised via the development of Request for Proposals. Assist developers with the planning of their projects including review of various incentive programs offered by the City.

### **1984-1987** City of Wyandotte, Engineering Assistant III/Building Inspector

### **1983-1984** Consumers Power Company, Midland Energy Center Project, Mechanical Quality Assurance Engineer

## **SKILLS:**

- BS&A Local Government Software and Microsoft Office/Excel
- Accomplished in reading, interpreting and enforcing project specifications, plans and building codes.
- Competent in writing and obtaining grants

## **ORGANIZATIONS/COMMITTEES:**

- Federal Aid Steering Committee representative for thirteen communities.
- Southgate-Wyandotte Drainage District Board Member
- Wyandotte representative on Downriver Utility Wastewater Authority(DUWA) and tech representative for WWTP
- Member & past Chairman of DCC Brownfield Redevelopment Authority
- Chairman Wyandotte Building Authority
- Chairman Downriver Solid Waste Disposal Committee

## **AWARDS:**

- 1998-Michigan Concrete Paving Association Award of Excellence in Concrete Paving
- 1994-Michigan Municipal League First Place Award for Cost Savings Innovations

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that the City Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Mark Kowalewski of 1540 Davis, Wyandotte, MI to the Planning Commission. Term to expire April 2021.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 8, 2019

AGENDA ITEM # 16

**ITEM:** Reappointments to Various Commissions

**PRESENTER:** Mayor Joseph R. Peterson *JRP*

**INDIVIDUALS IN ATTENDANCE:** n/a

**BACKGROUND:** Several commissioners on various boards are due for reappointments.

**STRATEGIC PLAN/GOALS:** To encourage and respect citizen participation and provide transparency in all city matters and to comply with and enforce all the requirements of our laws and regulations.

**ACTION REQUESTED:** Adopt a resolution to concur with the Mayor's request to reappoint various commissioners.

**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:** n/a

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to reappoint the following residents:

**BEAUTIFICATION COMMISSION – Term to Expire April 2022**

Michael Bak

Patricia Iacopelli

Wendy Leach

Alice Ugljesa

**BUILDING CODE OF APPEALS – Term to Expire April 2022**

Mark Havlicsek

**MUNICIPAL SERVICE COMMISSION – Term to Expire April 2023**

Robert Thiede

**ECONOMIC DEVELOPMENT CORPORATION/TIFA/BROWNFIELD –**

**Term to Expire April 2024**

Charles Mix

Alfred Sliwinski

**ECONOMIC DEVELOPMENT CORPORATION/TIFA/BROWNFIELD –**

**Term to Expire April 2025**

Stephanie Badamente

Joe Maher

**PLANNING & REHABILITATION COMMISSION – Term to Expire April 2022**

Barb Duran

Charles Lupo

Raymond Parker

Stanley Pasko

**PLANNING & REHABILITATION COMMISSION – Term to Expire April 2020**

David Adamczyk

Stanley Rutkowski

**BOARD OF EXAMINERS OF ELECTRICIANS – Term to Expire April 2010**

Lou Parker

Mark Ramirez

Stanley Rutkowski

BOARD OF EXAMINERS OF PLUMBERS – Term to Expire April 2022

John Sarnacki

John Schartz

ZONING BOARD OF APPEALS – Term to Expire MAY 2020

Michael Flachsmann

Victor Nevin David Olsen

ZONING BOARD OF APPEALS – Term to Expire MAY 2021

Ted Wienclaw

Keith Trupiano

Barbara Duran

ZONING BOARD OF APPEALS – Term to Expire MAY 2022

Richard Szymczuk

Giuseppe DiSanto

James Gillon

DOWNTOWN DEVELOPMENT AUTHORITY – Term to Expire JUNE 2021

Patt Slack

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson\_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to reappoint the following residents:

**BEAUTIFICATION COMMISSION – Term to Expire April 2022**

Michael Bak  
Patricia Iacopelli  
Wendy Leach  
Alice Ugljesa

**BUILDING CODE OF APPEALS – Term to Expire April 2022**

Mark Havlicsek

**MUNICIPAL SERVICE COMMISSION – Term to Expire April 2023**

Robert Thiede

**ECONOMIC DEVELOPMENT CORPORATION/TIFA/BROWNFIELD –  
Term to Expire April 2024**

Charles Mix  
Alfred Sliwinski

**ECONOMIC DEVELOPMENT CORPORATION/TIFA/BROWNFIELD –  
Term to Expire April 2025**

Stephanie Badamente  
Joe Maher

**PLANNING & REHABILITATION COMMISSION – Term to Expire April 2022**

Barb Duran  
Charles Lupo  
Raymond Parker  
Stanley Pasko

**PLANNING & REHABILITATION COMMISSION – Term to Expire April 2020**

David Adamczyk  
Stanley Rutkowski

**BOARD OF EXAMINERS OF ELECTRICIANS – Term to Expire April 2010**

Lou Parker  
Mark Ramirez  
Stanley Rutkowski

**BOARD OF EXAMINERS OF PLUMBERS – Term to Expire April 2022**

John Sarnacki  
John Schartz

ZONING BOARD OF APPEALS – Term to Expire MAY 2020

Michael Flachsmann

Victor Nevin David Olsen

ZONING BOARD OF APPEALS – Term to Expire MAY 2021

Ted Wienclaw

Keith Trupiano

Barbara Duran

ZONING BOARD OF APPEALS – Term to Expire MAY 2022

Richard Szymczuk

Giuseppe DiSanto

James Gillon

DOWNTOWN DEVELOPMENT AUTHORITY – Term to Expire JUNE 2021

Patt Slack

I Move the adoption of the foregoing resolution.

MOTION by Councilperson

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SUPPORTED by Councilperson

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**YEAS**

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**COUNCIL**

**Alderman**

**Calvin**

**DeSana**

**Maiani**

**Sabuda**

**Schultz**

**NAYS**


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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 8, 2019

**AGENDA ITEM #** 17

<b><u>ITEM:</u></b> Acceptance of Grant – Downriver Central Animal Control Agency Improvements
--

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Attached you will find a grant which was awarded to the Downriver Central Animal Control Authority (DCACA) that will provide for improvements to vehicles and facilities. These improvements include the replacement of the kennels on the vehicles and to paint the dog kennel room at the Southgate facility. The total improvements are estimated to be \$5,980 and the total amount of the grant is \$5,000. The additional amount will be funded from the existing budget for the DCACA.

**STRATEGIC PLAN/GOALS:** To deliver the finest services to our residents.

**ACTION REQUESTED:** Adopt a resolution authorizing the work to be performed at the DCACA Southgate facility and to concur with the acceptance of the grant by the DCACA.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A – all projected expenditures will be covered by the grant proceeds and existing budget.

**IMPLEMENTATION PLAN:** The City Administrator will work with the Chief of Police and representatives from the City of Southgate to schedule the work and to satisfy the requirements of the grant.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:**

1. Two Seven Oh Inc Reimbursement Grant Agreement
2. Grant Application

**MODEL RESOLUTION:**

Resolved by the City Council that Council concurs with the recommendation of the City Administrator as set forth in his communication dated April 8, 2019 relative the acceptance of the grant from Two Seven Oh Inc and the improvements to the vehicles and facilities of the Downriver Central Animal Control Agency and

Further, approves the acceptance of the grant and authorizes the procurement of the work and equipment as outlined in the grant application at a non-to-exceed amount of \$5,980 which will be funded from the grant and the existing DCACA budget.

# Two Seven Oh Inc.

## Reimbursement Grant Agreement

March 19, 2019

<b>GRANTEE:</b>	Downriver Central Animal Control
<b>GRANT AMOUNT:</b>	\$5,000.00
<b>GRANT PERIOD:</b>	March 5, 2019 - December 1, 2019
<b>FINAL REPORT DUE:</b>	January 1, 2020
<b>GRANT DESCRIPTION:</b>	To replace kennels on municipal owned Animal Control Officer vehicles and to paint the dog kennel room at the Southgate facility (14300 Reaume Parkway, Southgate, MI 48195).
<b>GRANT ADMINISTRATOR:</b>	Madison Moran

Two Seven Oh Inc. (The Foundation) and The Grantee are entering into this agreement to establish the terms of The Foundation's grant to The Grantee.

**Please initial  
each section**

- 1 The Foundation will only cover expense specified in the Grant Description. JO
- 2 Products must be ordered and delivered (if applicable) within the Grant Period. JO
- 3 The Foundation and The Grantee may agree in writing to modify the objectives, methods or timeline of the Grant Description. Any modifications must take place before the end of the Grant Period. Any modification request after the end of the Grant Period will not be allowed JO
- 4 The Grantee agrees to submit a Final Report no later than 28 days after the end of the Grant Period. This report must include:
  - a brief summary of the outcome of your Grant
  - a full financial accounting of the expenditures of the grant with invoice(s)/receipt(s) for all payments used to fulfill the Grant Description you wish to have covered by this grant.Invoices/receipts must have:
  - a. The description and quantity of products and/or services, line by line, and the cost of each of item;
  - b. The date at which the products were purchased or when services occurred;
  - c. The vendor's name with contact information;
  - d. The Grantee's name somewhere on the invoice*(If The Grantee is unable to provide an invoice/receipt without one or more of these items, the invoice/receipt will be invalid and will be removed from final award amount.)*JO
- 5 The Foundation agrees to reimburse The Grantee up to, but not exceeding, the Grant Amount to solely implement the Grant Description, for expenses The Grantee incurred during the Grant Period following the submission of a Final Report. JO
- 6 The Grantee agrees to cover any expenses exceeding the Grant Amount. JO
- 7 The Grantee agrees to immediately notify The Foundation if any of the following occurs in the Grant Period:
  - any changes in key personnel
  - any changes in address or phone number
  - any development that significantly affects the operation of the Grant Description
  - any additional funding for the Grant DescriptionJO

- 8 The Grantee agrees to credit the participation of The Foundation as "Anonymous" in any advertisement, publicity or public comment related to the Grant Description. SD
- 9 The Grantee will keep adequate records to document the expenditure of funds and activities supported by the grant. The Grantee agrees to make available to The Foundation the financial records related to the activities supported by the grant at any given time during the Grant Period. SD
- 10 In the event The Foundation finds that The Grantee has failed to comply with any terms of this agreement, The Foundation may cancel its participation in the Grant Description resulting in no funds being reimbursed. SD
11. **The Foundation will not issue reimbursement checks before the Final Report Due Date, regardless if the grantee completes and submits the final report prior to the due date.** SD

On behalf of The Grantee as a **Board Member**, I understand and agree to the foregoing terms and conditions of accepting Two Seven Oh Inc.'s grant, and authorize this agreement on The Grantee's behalf.

Signature: Todd A. Drysdale

Printed Name: TODD A. DRYSDALE

Board Position/Title: CHAIRPERSON

Date: \_\_\_\_\_

I authorize this grant agreement and terms listed above as a representative of The Foundation.

Signature of Director of Grants: Katie Wagner

Printed Name of Director of Grants: Katie Wagner

Date: March 19, 2019

**This signed agreement      April 16, 2019**  
**must be postmarked, faxed**  
**or emailed by:**

*\*Please note that if each section is not initialed and the agreement is not signed by a **Member of the Board (or Board of Commissioners)** the agreement will not be valid. If you have any questions please contact the Grant Administrator listed on your agreement.*

**Two Seven Oh, Inc.**

**2019 Reimbursement Grant**

The Downriver Central Animal Control Authority (DCACA) is honored to be selected to apply for the 2019 Reimbursement Grant through Two Seven Oh, Inc. The DCACA is a collaborative effort between three member communities – the local municipalities of the City of Wyandotte, the City of Southgate, and the City of Allen Park – and includes two (2) facilities. The DCACA is staffed by employees of the City of Wyandotte who are assisted by a large number of volunteers.

The DCACA is requesting a grant for \$5,000 to replace the kennels on our vehicles and to paint the dog kennel room at the Southgate facility.

This project will be completed within six (6) months after receiving approval for the grant. There are no current or pending restricted donations being held for this same purpose.

You will also find the following information included with this grant submission:

1. 2018 Financial Information
2. 2019 Approved Budget
3. Rescue/Shelter Survey
4. Quotes/Bids from associated vendors

Note that no warranty deeds exist for the two (2) facilities operated by the DCACA. Both buildings are repurposed “out” buildings – one a former storage facility at the Wyandotte Recycling Center and the other a former bathroom at a city park in Southgate.

Thank you again for your consideration.

Downriver Animal Control Agency  
City of Wyandotte  
3200 Biddle Avenue, Suite 300  
Wyandotte, MI 48192  
734.324.4566  
tdrysdale@wyandottemi.gov

02/26/2019 11:46 AM  
User: tdrysdale  
DB: Wyandotte

REVENUE REPORT FOR CITY OF WYANDOTTE

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PERIOD ENDING 09/30/2018

GL NUMBER	DESCRIPTION	2017-18	2017-18	YTD BALANCE	AVAILABLE	% BDGT	END BALANCE
		ORIGINAL BUDGET	AMENDED BUDGET				
				09/30/2018	BALANCE	USED	09/30/2017
Fund 101 - General Fund							
Revenues							
Dept 000 - Non-Departmental							
101-000-611-008	Receipts-DCACA Reimbursement	183,706.00	183,706.00	150,690.60	33,015.40	82.03	147,696.46
101-000-611-009	Receipts-DCACA Administration	12,000.00	12,000.00	12,000.00	0.00	100.00	12,000.00
Total Dept 000 - Non-Departmental		195,706.00	195,706.00	162,690.60	33,015.40	83.13	159,696.46
TOTAL REVENUES		195,706.00	195,706.00	162,690.60	33,015.40	83.13	159,696.46
Fund 101 - General Fund:							
TOTAL REVENUES		195,706.00	195,706.00	162,690.60	33,015.40	83.13	159,696.46

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 DB: Wyandotte

EXPENDITURE REPORT FOR CITY OF WYANDOTTE

Page: 1/1

PERIOD ENDING 09/30/2018

GL NUMBER	DESCRIPTION	2017-18	2017-18	YTD BALANCE	AVAILABLE	% BDGT	END BALANCE
		ORIGINAL BUDGET	AMENDED BUDGET				
				09/30/2018	BALANCE	USED	09/30/2017
Fund 101 - General Fund							
Expenditures							
Dept 303 - Downriver Central Animal Control							
101-303-725-110	Salary	52,917.00	52,917.00	51,795.01	1,121.99	97.88	48,430.83
101-303-725-115	Salary-PT	70,150.00	64,340.00	39,135.68	25,204.32	60.83	49,960.43
101-303-725-120	Overtime	3,200.00	4,500.00	4,473.37	26.63	99.41	3,469.67
101-303-725-140	Retirement Contribution-DC	5,292.00	5,292.00	5,179.54	112.46	97.87	4,843.04
101-303-725-150	F.I.C.A.	9,786.00	9,786.00	6,706.06	3,079.94	68.53	7,305.79
101-303-725-160	Medical Insurance	26,099.00	26,099.00	23,485.76	2,613.24	89.99	27,984.09
101-303-725-165	Prescription Drug Coverage	4,224.00	4,224.00	2,100.13	2,123.87	49.72	4,480.55
101-303-725-167	Retiree Health Care (RHS Plan)	650.00	660.00	655.09	4.91	99.26	655.19
101-303-725-170	Life Insurance	204.00	204.00	180.00	24.00	88.24	169.20
101-303-725-175	LTD	153.00	153.00	116.66	36.34	76.25	109.31
101-303-725-185	Workers Comp-Expense	2,000.00	2,000.00	2,924.14	(924.14)	146.21	13,745.95
101-303-725-190	Uniforms	1,650.00	1,650.00	1,177.69	472.31	71.38	631.99
101-303-750-261	Gasoline & Oil	7,000.00	7,000.00	2,591.66	4,408.34	37.02	3,274.75
101-303-825-210	Office Supplies	300.00	300.00	300.00	0.00	100.00	111.96
101-303-825-220	Operating Expenses	16,000.00	19,595.97	19,417.15	178.82	99.09	16,000.00
101-303-825-330	Legal Fees	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00
101-303-825-430	Equipment/Vehicle Maintenance	5,000.00	3,630.00	1,982.21	1,647.79	54.61	4,124.38
101-303-825-450	Insurance	1,200.00	1,200.00	0.00	1,200.00	0.00	0.00
101-303-825-910	Electric	8,000.00	11,000.00	7,878.81	3,121.19	71.63	7,579.98
101-303-825-920	Water	2,000.00	2,000.00	1,290.78	709.22	64.54	1,177.78
101-303-825-930	Heat (Gas)	5,000.00	5,000.00	3,434.32	1,565.68	68.69	2,770.56
101-303-850-530	Vehicles	30,000.00	29,274.03	29,274.03	0.00	100.00	30,000.00
101-303-925-720	Education	1,500.00	1,500.00	0.00	1,500.00	0.00	591.04
101-303-925-790	Miscellaneous	0.00	0.00	0.00	0.00	0.00	(5,739.82)
101-303-925-998	Reimb-DCACA Shelter Revenue	0.00	0.00	(6,846.00)	6,846.00	100.00	(12,147.00)
101-303-926-110	Administrative Reimbursement	12,000.00	12,000.00	12,000.00	0.00	100.00	12,000.00
Total Dept 303 - Downriver Central Animal Control		265,325.00	265,325.00	209,252.09	56,072.91	78.87	221,529.67
TOTAL EXPENDITURES		265,325.00	265,325.00	209,252.09	56,072.91	78.87	221,529.67
Fund 101 - General Fund:							
TOTAL EXPENDITURES		265,325.00	265,325.00	209,252.09	56,072.91	78.87	221,529.67

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DB: Wyandotte

BUDGET REPORT FOR CITY OF WYANDOTTE  
Fund: 101 General Fund

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Calculations as of 09/30/2018

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY THRU 09/30/18	2018-19 REQUESTED BUDGET	2018-19 FINANCE RECOMMENDED BUDGET	2018-19 COUNCIL APPROVED BUDGET
Dept 000 - Non-Departmental						
101-000-611-008	Receipts-DCACA Reimbursement	183,706	150,691	167,899	167,899	167,899
101-000-611-009	Receipts-DCACA Administration	12,000	12,000	12,000	12,000	12,000
Totals for dept 000 - Non-Departmental		195,706	162,691	179,899	179,899	179,899
ESTIMATED REVENUES - FUND 101		195,706	162,691	179,899	179,899	179,899
BEGINNING FUND BALANCE		4,572,937	4,572,937	4,735,628	4,735,628	4,735,628
ENDING FUND BALANCE		4,768,643	4,735,628	4,915,527	4,915,527	4,915,527

BUDGET REPORT FOR CITY OF WYANDOTTE  
 Fund: 101 General Fund  
 Calculations as of 09/30/2018

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY THRU 09/30/18	2018-19 REQUESTED BUDGET	2018-19 FINANCE RECOMMENDED BUDGET	2018-19 COUNCIL APPROVED BUDGET
Dept 303 - Downriver Central Animal Control						
101-303-725-110	Salary	52,917	51,795	53,906	53,906	53,906
101-303-725-115	Salary-PT	64,340	39,136	70,850	70,850	70,850
101-303-725-120	Overtime	4,500	4,473	3,200	3,200	3,200
101-303-725-140	Retirement Contribution-DC	5,292	5,180	5,391	5,391	5,391
101-303-725-150	F.I.C.A.	9,786	6,706	9,915	9,915	9,915
101-303-725-160	Medical Insurance	26,099	23,486	27,352	27,352	29,081
101-303-725-165	Prescription Drug Coverage	4,224	2,100	3,508	3,508	3,263
101-303-725-167	Retiree Health Care (RHS Plan)	660	655	650	650	650
101-303-725-170	Life Insurance	204	180	234	234	234
101-303-725-175	LTD	153	117	140	140	140
101-303-725-185	Workers Comp-Expense	2,000	2,924	2,000	2,000	2,000
101-303-725-190	Uniforms	1,650	1,178	1,650	1,650	1,650
101-303-750-261	Gasoline & Oil	7,000	2,592	7,000	7,000	7,000
101-303-825-210	Office Supplies	300	300	500	500	500
101-303-825-220	Operating Expenses	19,596	19,417	20,000	20,000	20,000
101-303-825-330	Legal Fees	1,000		1,000	1,000	1,000
101-303-825-430	Equipment/Vehicle Maintenance	3,630	1,982	5,000	5,000	5,000
101-303-825-450	Insurance	1,200		1,200	1,200	1,200
101-303-825-910	Electric	11,000	7,879	8,000	8,000	8,000
101-303-825-920	Water	2,000	1,291	2,000	2,000	2,000
101-303-825-930	Heat (Gas)	5,000	3,434	5,000	5,000	5,000
101-303-850-530	Vehicles	29,274	29,274			
101-303-925-720	Education	1,500		2,000	2,000	2,000
101-303-925-998	Reimb-DCACA Shelter Revenue		(6,846)			
101-303-926-110	Administrative Reimbursement	12,000	12,000	12,000	12,000	12,000
Totals for dept 303 - Downriver Central Animal Contr		265,325	209,253	242,496	242,496	243,980
APPROPRIATIONS - FUND 101		265,325	209,253	242,496	242,496	243,980
BEGINNING FUND BALANCE		4,572,937	4,572,937	4,363,684	4,363,684	4,363,684
ENDING FUND BALANCE		4,307,612	4,363,684	4,121,188	4,121,188	4,119,704

# Two Seven Oh Inc.

Animal Welfare Survey  
January 1 - December 31, 2018

Date: 1/3/2019

Name of Organization: Downriver Central Animal Control

Mailing Address: 14300 Reaume Parkway

City: Southgate State: MI Zip: 48195

County: Wayne

EIN: \_\_\_\_\_

Contact Person: Sarah Pappas

Title: Animal Control Officer

Phone Number: 734 246 1328

E-mail Address: spappas@wyandotte.mi.gov

Please fill out the charts below for 2018. Please note for this survey, puppies and kittens are 6 months of age or younger

	Canine		Feline	
	Puppies	Dogs	Kittens	Cats
<b>START:</b>				
How many did you have in your care on January 1, 2018?	0	13	2	21
<b>END:</b>				
How many did you have in your care on December 31, 2018?	0	11	0	4

	INTAKE:	Canine		Feline	
		Puppies	Dogs	Kittens	Cats
A	Transfers from Michigan Municipalities (County/City/Village ran Animal Control)		2		
B	Transfers from Michigan Nonprofit Organizations (Rescues & Nonprofit Shelters)			3	
C	Transfers from Out of State Organizations and Municipalities				
D	Total Transfers In (A + B + C)				
E	Strays	4	193	133	119
F	Surrendered By Owner (Do Not Count request to Euthanize)	3	48	3	61
G	Born In your Care (Any kittens or puppies that were born by pregnant animals already in your care)	0		0	
H	Returned Adoptions				
I	Owner Request to euthanize drop off		15		16
J	Other Intake	7	31	1	13
	Total Admission (D + E + F + G + H + I + J)	14	289	140	209

# Two Seven Oh Inc.

Animal Welfare Survey  
January 1 - December 31, 2018

OUTTAKE:		Puppies	Dogs	Kittens	Cats
L	Total Adopted by Individuals		2		
M	Returned to Owner	8	126		9
N	Transferred To Shelter/Rescue: (Do not includes transfers to euthanize)	6	119	141	164
O	Euthanized for humane reasons (untreatable)				1
P	Euthanized because insufficient funds (treatable)				
Q	Euthanized for temperament issues (un-adoptable)		7		8
R	Euthanized because of limited space (adoptable)				
S	Euthanized at owner's request		15		16
T	Euthanized for other reasons				
U	Total Euthanized (O + P + Q + R + S + T)		22		25
V	Died (upon arrival or in your care)			1	1
W	Other Outtake				2
Total Release (L + M + N + U + V + W)		14	291	142	226

How many animals were adopted without being sterilized in 2018?

Puppies: \_\_\_\_\_ Dogs: \_\_\_\_\_ Kittens: \_\_\_\_\_ Cats: \_\_\_\_\_

Which organizations did you receive animals from in 2018? River Rouge Animal Shelter,  
WAG Animal Rescue

Which organizations did you transfer animals to in 2018? Wyandotte Adoption Center (WAC),  
WAG Animal Rescue, AuCa Do Australian Cattle Dog Rescue,  
Bark Avenue and Stay, Animal Adoption and Rescue Foundation,  
Hairy Houdini Siberian Husky Rescue, American Belgian Malinois Rescue,  
Do you have any other pending or outstanding funding sources for your proposed grant? If yes, please list sources and amounts.

# City of Wyandotte

## POLICE DEPARTMENT

---

### Departmental Communication

---

**DATE:** February 22, 2019  
**TO:** Todd Drysdale, City Administrator  
**FROM:** Brian Zalewski, Chief of Police  
**SUBJECT:** Grant provided by Two Seven Oh Inc.  
**CC:** file

---

Mr. Drysdale,

Listed and attached are the quotes for the Animal Control truck dog kennels. They are more expensive than I initially anticipated. Originally, I was under the impression that we could simply order these truck slide-in animal kennels online from a manufacturer or retailer. Because of the unique size of our kennels that can accommodate a larger size dog, it would require a custom order and then shipping, the price was extremely high.

I was able to get quotes from local metal fabrication companies to reduce the price and eliminate the shipping cost. By using a fabrication company, we were able to supply them with pictures and measurements of our old/current kennels to duplicate their size and use a lighter weight aluminum which would allow for easy removal for cleaning and transporting.

Truck Kennel dimensions: 33 in. - Height  
24 in. - Width  
36 in. - Length

Listed are three (3) quotes from metal fabrication companies, the price includes materials, fabrication and labor:

- Specialty Fabrication Services of Taylor Michigan- (4) Truck slide-in animal kennels priced at \$1,915.00 each, for a total price of \$7,660.00.
- HPS Fabrications, Inc. of Wyandotte, Michigan- (4) Truck slide-in animal kennels priced at \$1,917.00. each, for a total price of \$7,948.00.
- Gouth Sheet Metal & Heating of Wyandotte, Michigan- (4) Truck slide-in animal kennels priced at \$750.00. each, for a total price of \$3,000.00.

Based on the three quotes, I recommend Gouth Sheet Metal & Heating, 3441 Fort St., Wyandotte MI. 48192, for this project.


With the possibility of remaining grant funds, a second project at the Southgate Animal Intake Shelter was reviewed. The dog kennel room is in need of painting. Three quotes were obtained for the work. The project would include painting the dog kennel room, inside each of the 32 dog kennels, all doors and trim work.

Quotes are listed and attached:

- Certa Pro Painters of Plymouth, Michigan- \$3980.00.
- Knowles Painting of Wyandotte, Michigan- \$3,555.00.
- Sterling Painting of Wyandotte, Michigan- \$2,980.00.

If funding is available, I would recommend Sterling Painting, 736 Pine St., Wyandotte, Michigan 48192 for this project.

If you have questions, please feel free to contact me.

Brian Zalewski 

Specialty Fabrication Services  
12621 Universal Drive  
Taylor, MI 48180  
(734) 947-4377  
www.sfsfabrication.com



**ADDRESS**

Downriver Animal Control  
ATTENTION : BRIAN ZALEWSKI

**ESTIMATE 19-922**

**DATE 02/11/2019**

**EXPIRATION DATE 03/11/2019**

ACTIVITY	QTY	RATE	AMOUNT
VEHICLE DOG CAGE UNIT	4	1,915.00	7,660.00
MEASUREMENTS; HEIGHT - 33" WIDTH - 23.25" LENGTH - 36"	1	0.00	0.00
APPROXIMATELY 3 TO 4 WEEKS	1	0.00	0.00

Price includes labor and material called out on data received at time of quoting. Variation from data may be offered and noted on estimate. Engineering/design changes during manufacturing of an order will cause a stop in production until changes are finalized and additional costs, if any, are agreed upon with sign off by requester. Quoted price is valid for 30 days. Accounts not paid within terms are subject to a 2% monthly finance charge.

**TOTAL \$7,660.00**

Accepted By

Accepted Date

# HPS Fabrications, Inc.

4410 13<sup>th</sup> street, Wyandotte, mi 48192  
734-282-2285 734-282-2669 fax

14 February 2019

Brian Zalewski, Chief of Police  
2015 Biddle Avenue  
Wyandotte, MI 48192

Re: Vehicle Transport Cages

Brian:

Thank you for the opportunity to quote your fabrications requirements. We have reviewed the specifications and pictures for the Vehicle Transport Cages and provide our quotation for same.

DESCRIPTION: The cages will be constructed of 6061-T6 structural grade aluminum. The main body of the cage includes 1 ½" angle frame all around and 1/8" thick aluminum skin plate. The front of the cage will be fitted with a door constructed of 1" square tubing and ½" diameter vertical bars at 2" spacing. The door proper will be approximately 20.5" wide by 21" tall. The door includes a "T" style cam type latch with key lock (all cages keyed alike). Directly above the door we have a 6" clear space that will be fitted with an aluminum grill (flap). The aluminum grill will be provided with (2) hinges at the top and allowed to open inward only. The flap will provide the ACO access for the catch pole. The back (opposite of the door) includes a 9" x 24" opening at the top fitted with ½" diameter vertical bars at 2" spacing. The outside of the 9x24 opening will be provided with ¼" acrylic. The sides of the cage are fitted with (4) (2 each side) load rated folding handles the can be used to manually lift and move the cages.

PRICE: We have priced (4) units, \$1,987.00 each-----TOTAL for four: \$7,948.00

SCHEDULE: 3 to 4 weeks ARO.

Thanks again and if you have any questions please give me a call.

Bob Lang  
HPS Fabrications, Inc

**GOUTH SHEET METAL & HEATING  
3441 FORT STREET  
WYANDOTTE MI 48192  
(734)282-5411, FAX (734)282-9342  
[gouthsheetmetal@yahoo.com](mailto:gouthsheetmetal@yahoo.com)**

**PROPOSAL**

**FEBRUARY 22, 2019**

**WYANDOTTE POLICE DEPARTMENT  
ATTN: BRIAN ZALEWSKI**

**LABOR AND MATERIAL TO FABRICATE 2 TRANSPORT CAGES FOR  
AOC VEHICLE**

**EACH \$780  
TOTAL \$1560**

**LABOR AND MATERIAL TO FABRICATE 4 TRANSPORT CAGES FOR  
AOC VEHICLE**

**EACH \$750  
TOTAL \$3000**

**IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT  
ME AT THE NUMBER PRINTED ABOVE.**

**WE APPRECIATE THE OPPORTUNITY TO BE YOUR SHEET METAL  
FABRICATING VENDOR.**

**SINCERELY ~**

**TOMMY GOUTH  
PRESIDENT**



## INTERIOR PROPOSAL

### Job Address:

Downriver Central Animal Shelter (Interior Painting)  
14300 Reaume Pkwy.  
Southgate, MI 48192

Independent Franchise Owner:  
CertaPro Painters of Plymouth  
9357 General Drive Suite 123  
Plymouth, MI 48170  
734-476-3072  
Fax : 734-794-9164  
jzandee@certapro.com  
1-800-462-3782  
Registration #: 2101207045

Job #: BJF3B93200  
Date: 01/21/2019

### Customer Address:

Mr. Brian Zalewski  
Downriver Central Animal Shelter  
14300 Reaume Pkwy.  
Southgate  
MI 48192  
Phone: (734) 324-4420  
Cell: (734) 341-5787  
Email: bzalewski@wyandot  
temi.gov

*Full Workers Compensation Coverage/\$2,000,000 General Liability Insurance*

## SPECIAL NOTES:

Mr. Brian Zalewski on behalf of Downriver Central Animal Shelter has requested a quote for interior painting (Dog Kennel area walls)

Timing: TBD

Paints: Sherwin-Williams

Scope of Work: (Dog Kennel Area) (Walls and Kennels)

\*Clean and prep Walls as needed

\*Paint walls (2) coats egg-shell finish (color TBD)

\*Prep doors and frames for new paint

\*Paint doors and frames (2) coats semi-gloss finish (color TBD)

## GENERAL DESCRIPTION:

Painting To: Dog Kennel Area

### Included Items:

Brick, Doors, Trim

## SET-UP TO BE DONE:

CertaPro will cover and protect:

Floors., Furniture., Cabinets/ Fixtures

## PREPARATION TO BE DONE:

Scuff sand walls, Seal stains, Scuff sand trim

## INCLUDED DETAILS

Rooms	Manufacturer/Paint Type	Color	Coats
Dog Kennel Area	Walls: Sherwin Williams/EggShell/Duration	TBD	Two
	Doors: Sherwin Williams/Semi-gloss/ProClassic	TBD	Two

## Clean Up

The crew will do a quick clean-up at the end of each day and a thorough clean-up at the end of the job. Please let them know the best sink to use and where they can store their equipment.

## Notes/Misc

**PAINT:** The proposal price is based on the type of paint, sheen, and number of coats indicated. There may be an additional charge if changes require more time and/or materials.

**COLORS:** Customer must select colors prior to job start.

The proposal includes one ceiling color, one trim color and two wall colors. We charge \$75 for each additional color and for special color changes, such as walls and arches in an accent color. Significant color change and/or deep colors may require more coats than are included in the proposal. The cost of any added work or changes will be based on the additional time and materials needed.

**STANDARD PREP:** We will repair minor drywall issues and fill in and sand minor cracks, holes and nail pops so flaws will not be visible from 3 feet away at a 60 degree angle. Significant drywall repair will be specified in the proposal, if included. \*Note: Certain drywall issues stem from problems related to the installation of the drywall and/or subsequent shifting of the home. In these cases, even skilled skim-coat repair and paint cannot result in a "perfect", seamless result. If 'perfection' is important to you, and you are willing to pay more for extensive, specialized drywall repair, please let us know prior to the job start.

**MOVING DIFFICULT ITEMS:** We will take reasonable precautions and care when moving difficult items (such as window treatments, pianos, beds, appliances) and you agree not to hold us responsible for any damage that may occur. We expect that you will have moved all small and breakable items before we arrive.

**CARPENTRY:** When not specified in the proposal, we charge \$80 / man-hour plus the cost of materials. Labor includes removing, purchasing, cutting, installing, and caulking. The crew will track their time and the material costs so an accurate price can be added to the proposal.

**WALLPAPER REMOVAL:** When not specified in the proposal, we charge \$50 / man-hour to prepare the walls for painting.

### FINAL PRICING

PRICE OF INCLUDED ITEMS ( All labor, paint, materials )	\$3980.0
SALES TAX ( @ 0 % )	\$0.00
GRAND TOTAL	\$3980.00
DEPOSITS DUE	-\$0.00
PAYMENTS RECEIVED	-\$0.00
BALANCE DUE	\$3980.00

Signature of Authorized Franchise Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Payment is due:

### NOTES

**PAYMENT:** The proposal price is based on payment by check or cash. We also offer payment by credit card (3% fee) and EZPay (\$4% fee, 12-month financing). Please contact Laura at [lbutler@certapro.com](mailto:lbutler@certapro.com) for more information.

**PROMOTIONS:** Coupons or special offers must be presented during the estimate and cannot be combined. We are independently owned and reserve the right to only accept promotions that we send out directly or through our website.

**CUSTOMER SERVICE COMMITMENT:** We strive to provide our customers with an excellent experience through professionalism, quality workmanship, and respect.

### DECLARATION

(I/WE) HAVE READ THE TERMS STATED HEREIN, THEY HAVE BEEN EXPLAINED TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THEM

(I/WE) HAVE EXAMINED THE JOB STATED HEREIN, THEY HAVE BEEN SHOWN TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THE JOB AS COMPLETE

Knowles Painting Co., Inc.

940 Biddle Ave.  
Wyandotte, MI 48192

# Estimate

Date	Estimate #
2/1/2019	DCAC #1

Name / Address
Downriver Central Animal Control 14300 Reaume Pkwy Southgate, MI

			Project
Description	Qty	Rate	Total
We propose to supply the necessary labor & materials to repaint the walls, doors & frames within the dog holding / sleeping area.			
Power/ Prepping 8 hrs. @ \$55.00 per hr.	8	55.00	440.00
Painting 48 Man Hrs. @ \$55.00 per hr.	48	55.00	2,640.00
Materials	1	475.00	475.00
		<b>Total</b>	\$3,555.00

## Sterling Painting

736 Pine Street, Wyandotte, MI 48192

(734) 558-9428

[www.sterlingpainting.biz](http://www.sterlingpainting.biz)

[www.facebook.com/SterlingPainting](https://www.facebook.com/SterlingPainting)



Date	Customer
February 11, 2019	Archie Hamilton 1400 Reaume Pkwy. Southgate, MI ahamilton@wyandottemi.gov

Description	Total
Clean and paint north, south, east, and west wall, paint middle wall on both sides	
Clean and paint kennel walls, 32 total	
All walls will be cleaned with TSP cleaner	
Product to be used will be Sherwin Williams Pre Catalyzed Epoxy for durability and safe for use with the dogs (See attached document for product details)	
Materials:	\$1280
Labor:	\$1700
<b>Total:</b>	<b>\$2,980</b>

Please make checks payable to Sterling Painting.  
Thank you for your business!



## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council concurs with the recommendation of the City Administrator as set forth in his communication dated April 8, 2019 relative the acceptance of the grant from Two Seven Oh Inc and the improvements to the vehicles and facilities of the Downriver Central Animal Control Agency; AND

BE IT FURTHER RESOLVED, that Council approves the acceptance of the grant and authorizes the procurement of the work and equipment as outlined in the grant application at a non-to-exceed amount of \$5,980 which will be funded from the grant and the existing DCACA budget.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 8, 2019

**AGENDA ITEM #** **18**

**ITEM:** 2019 Fiscal Year Budget Amendments

**PRESENTER:** Robert J. Szczechowski, Deputy Treasurer/Assistant Finance Director 

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Budget amendments are required to meet General Fund and Special Revenue Fund obligations.

**STRATEGIC PLAN/GOALS:** To comply with all the requirements of our laws and regulations. The budget amendments keep the City in compliance with Public Act 621 of 1978.

**ACTION REQUESTED:** Adopt the resolution concurring with the Deputy Treasurer/Assistant Finance Director's recommendation of the 2019 Fiscal Year budget amendments.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** See attachment A.

**IMPLEMENTATION PLAN:** N/A

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur with recommendation. 

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:** Concur with recommendation. 

**LIST OF ATTACHMENTS:**

1. Budget amendments (attachment A)
2. Department requests/information

**MODEL RESOLUTION:**

RESOLVED BY CITY COUNCIL that Council hereby concurs in the recommendations of the Deputy Treasurer/Assistant Finance Director and approves the necessary 2019 Fiscal Year Budget amendments as outlined in this communication.

City of Wyandotte  
Attachment A  
Budget Amendments  
April 2, 2019

2019 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
General Fund	101-448-750-270	Building Maintenance	95,000.00	118,895.89	23,895.89
	101-750-850-560	Memorial Park Improvements	5,200.00	13,200.00	8,000.00
Major Streets Fund	202-440-825-460	Resurfacing	900,000.00	957,469.82	57,469.82
Sidewalk & Alley Fund	249-450-825-461	Sidewalks	150,000.00	208,638.53	58,638.53
Capital Projects Fund	400-336-825-340	Renovation-Central Fire Station	0.00	210,818.33	210,818.33
TIFA Fund	492-200-850-519	Land Purchases	750,000.00	832,669.00	82,669.00
	492-200-850-520	Property Maintenance	69,392.00	77,099.50	7,707.50
	492-200-850-524	Recreation-City Parks	146,000.00	155,450.00	9,450.00
	492-200-850-528	Tree Maintenance	60,000.00	64,842.05	4,842.05
DDA-TIF Fund	499-200-925-808	Arrowhead Pavilion	0.00	650.00	650.00
Total Increase/(Decrease) in Expenses/(Revenues)					<u>464,141.12</u>

**Carry forward amounts from 2018FY budget for projects either completed in the 2019FY or currently in progress (attachments).**

Drug Forfeiture Fund	265-301-725-111	Federal Vehicles	0.00	37,722.00	<u>37,722.00</u>
Total Increase/(Decrease) in Expenses/(Revenues)					<u>37,722.00</u>

**Budget for the purchase of Police Department vehicle (purchase approved by City Council on 1/14/19).**

General Fund	101-136-825-450	Insurance (Prof Liab) & Bond	2,689.20	2,809.20	120.00
	101-136-850-510	Office Equipment	54,700.00	54,580.00	<u>(120.00)</u>
Total Increase/(Decrease) in Expenses/(Revenues)					<u>-</u>

**Amend 27th District Court line items per Court Administrator request (attachment).**

City of Wyandotte  
Attachment A  
Budget Amendments  
April 2, 2019

2019 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
TIFA Fund	492-200-850-545	Sewer Construction	0.00	576,473.00	576,473.00
	492-200-850-522	Parks-Community Garden	0.00	21,290.00	21,290.00
	492-200-850-549	Bishop Park Lighting	0.00	83,833.54	83,833.54
Total Increase/(Decrease) in Expenses/(Revenues)					<u>681,596.54</u>

**Budget items per 3/19/19 TIFA meeting minutes (attachment).**

General Fund	101-835-725-160	Medical Insurance	2,500,000.00	2,538,020.00	<u>38,020.00</u>
Total Increase/(Decrease) in Expenses/(Revenues)					<u>38,020.00</u>

**Increase line item related to the Corrective Action Plan for the Retiree Health Care Plan per 12/3/18 council resolution (attachment).**

**Bob Szczechowski**

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**From:** Mark Kowalewski  
**Sent:** Tuesday, January 29, 2019 4:26 PM  
**To:** Bob Szczechowski  
**Cc:** Jesus Plasencia  
**Subject:** Carry Forward 2018 Budget

Bob,  
Please carry forward the below budget amounts into this year's budget. For planning purposes let me know when this occurs.

Sidewalks (GV Cement)	249-450-825-461	\$58,638.53
Pickleball @ FOP	492-200-850-524	\$9,450.00
Major Street	202-440-825-460	\$57,469.82
Local Street	203-440-825-460	\$46,167.15 <del>φ</del>
TIFA Streets	492-200-825-460	\$361,421.00 <del>φ</del>
TIFA Acquisition	492-200-850-519	\$82,669.00
Building Maintenance Optimum contract signed \$27,775.00	101-448-750-270	\$23,895.89
TIFA Property Maintenance	492-200-850-520	\$7,707.50
TIFA Tree Maintenance	492-200-850-528	\$4,842.05
Central Fire Station	400-336-825-340	ALL

Thanks,

Mark A. Kowalewski, PE  
City Engineer  
City of Wyandotte  
3200 Biddle, suite 200  
Wyandotte, MI 48192  
1-734-324-4554

**Bob Szczechowski**

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**From:** Mark Kowalewski  
**Sent:** Wednesday, April 03, 2019 11:18 AM  
**To:** Bob Szczechowski  
**Cc:** Jesus Plasencia  
**Subject:** RE: Carry Forward 2018 Budget

Bob,

Sidewalks

(GV Cement)

Contract signed prior to 9-30-18 and all work not completed because of weather. To be completed in the Spring.

Pickleball @ FOP

One year retention held for completed project

Major Street

Work completed after 9-30-18, retention on completed work

Local Street

Work completed after 9-30-18, retention on completed work

TIFA Streets

Work completed after 9-30-18, retention on completed work

TIFA Acquisition

Approved purchase agreements did not close prior to 9-30-18.

Building Maintenance

Contract signed prior to 9-30-18. Work completed after 9-30-18, retainage on completed work

TIFA Property Maintenance

Work completed prior to 9-30-19 but not paid until after 9-30-18

TIFA Tree Maintenance

Work completed prior to 9-30-19 but not paid until after 9-30-18

Central Fire Station

Project budget approved by City Council and work still ongoing including one year retainage for warrantee

Mark A. Kowalewski, PE

City Engineer

City of Wyandotte

3200 Biddle, suite 200

Wyandotte, MI 48192

1-734-324-4554

## Bob Szczechowski

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**From:** Mark Kowalewski  
**Sent:** Thursday, January 31, 2019 3:24 PM  
**To:** Bob Szczechowski; Jesus Plasencia  
**Cc:** Peggy Green; ktrudell@wyan.org  
**Subject:** RE: Arrowhead Pavilion - 499-200-925-808

Bob,

Please provide a carry forward or budget amendment for below DDA Project. Final payment was approved after one year warranty and completion of project.

Jesus,

Place invoice in for payment.

Mark A. Kowalewski, PE  
City Engineer  
City of Wyandotte  
3200 Biddle, suite 200  
Wyandotte, MI 48192  
1-734-324-4554

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**From:** Jesus Plasencia <jplasencia@wyandottemi.gov>  
**Sent:** Thursday, January 31, 2019 3:17 PM  
**To:** Mark Kowalewski <mkowalewski@wyandottemi.gov>  
**Cc:** Peggy Green <pgreen@wyandottemi.gov>  
**Subject:** Arrowhead Pavilion - 499-200-925-808

Mark

Can we also ask to Finance to carry over the remaining balance for the Arrowhead Pavilion project? The Pizzo final estimate will require a \$650.00 payment to close the project. Please see below as the current available balance is zero.

Thank you.

**Bob Szczechowski**

---

**From:** Justin Lanagan  
**Sent:** Tuesday, April 02, 2019 12:34 PM  
**To:** Bob Szczechowski  
**Subject:** Budget Amendment/Transfer

Bob,

We had allocated approximately \$8,000 dollars to cover the replacement of the Memorial Park Shelter Roof in 2018. Unfortunately, Kostelnik Roofing informed us that they would not be able to complete the job by our years end due to a labor shortage. So we had to put the job out for bid again and that bid wasnt awarded until Monday October 8th. If you could please transfer \$8,000 from the 2018 FY Budget account # 101-750-850-560 to the 2019 FY Budget. This work is supposed to be completed sometime this month in April.

Thanks

Justin Lanagan  
Superintendent of Recreation  
City of Wyandotte

# City of Wyandotte

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## Interdepartmental Communication

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DATE: January 28, 2019  
TO: Bob Szczechowski, Finance  
FROM: Laura Allen, Administrative Assistant  
SUBJECT: **Budget Amendment**  
CC: Chief of Police Brian K. Zalewski

---

Bob, we would like to request a budget amendment for account # 265-301-725-111, Drug Forfeiture Vehicle Account in the amount of \$37,722.00. It is for the purchase of a vehicle that was approved by City Council via a resolution on January 14, 2019.

Please advise if there are any problems with this request.

If you have any questions, please call me at ext. 4424. Otherwise, thank you for your assistance.

Sincerely,

Laura Allen

---

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2019-17**

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: January 14, 2019

MOVED 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

ABSENT: Councilperson Schultz

**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 January 14, 2019 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

# MEMORANDUM

**DATE:** February 20, 2019

**TO:** Robert J. Szczechowski, A/Finance Director

**FROM:** Stacie Nevalo – 27<sup>th</sup> District Court Administrator

**RE:** Budget Amendment

---

The Court is requesting the following budget amendment and transfer of funds:

\$120.00 to ACCT #101-136-825-450 Insurance Bond

\$120.00 from ACCT#101-136-850-510 Office Equipment

\*\*Money needed to pay Judges insurance \*\*

Funds are available in the above account for the requested transfers. Total funds to be transferred \$120.00.

Please contact me if you have any questions, thank you.

CITY OF WYANDOTTE

MINUTES OF THE TAX INCREMENT FINANCE AUTHORITY (TIFA)

The meeting of the Board of Directors of the TIFA was called to order by Chairman Charles Mix on Tuesday, March 19, 2019 at 8:37 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Larry Garmo, Stephanie Badalamenti, Todd Drysdale, Charles Mix and Paul LaManes

BOARD MEMBERS ABSENT: Joe Maher (Excused), Melissa Armatis (Excused) and Al Sliwinski (Excused)

**Minutes of Previous Meeting (December 18, 2018)**

The minutes of the meeting of December 18th, 2018, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Garmo. The motion passed unanimously with no objections.

**Presentations/Persons in Attendance** - None

**Communications/Resolutions** –

(1) **Communication** was brought forth from the City Engineer regarding a FY2019 Budget Amendment appropriating a portion of fund balance for Sewer repairs within the TIFA district.

**Resolution**

Resolution by the Wyandotte Tax Increment Financing Authority (TIFA)  
FY2019 Budget Amendment appropriating Fund Balance for Sewer Repairs within the TIFA  
District

Dated: March 19, 2019

NOW THEREFORE, BE IT RESOLVED by the Wyandotte Tax Increment Financing Authority (TIFA) that the TIFA approves a FY2019 Budget Amendment appropriating Fund Balance for Sewer Repairs within the TIFA District in the amount of \$ 576,473.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER Badalamenti

SUPPORTED BY MEMBER Drysdale

<u>YEAS</u>	<u>MEMBER</u>	<u>NAYS</u>
_____	Armatiss	_____
<u>  X  </u>	Badalamenti	_____
<u>  X  </u>	Drysdale	_____
<u>  X  </u>	Garmo	_____
<u>  X  </u>	LaManes	_____
_____	Maher	_____

X   Mix \_\_\_\_\_

\_\_\_\_\_ Sliwinski \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT   Armatis, Maher, Sliwinski  

  5   Yeas;    Nays;    Abstention(s).

Motion   X   passes;    fails.

**(2) Communication** was brought forth from the City Engineer regarding a FY2019 Budget Amendment appropriating a portion of fund balance for the relocated Community Garden within the TIFA district.

**Resolution**

Resolution by the Wyandotte Tax Increment Financing Authority (TIFA)  
FY2019 Budget Amendment appropriating Fund Balance for the relocated Community Garden  
within the TIFA District  
Dated: March 19, 2019

NOW THEREFORE, BE IT RESOLVED by the Wyandotte Tax Increment Financing Authority (TIFA) that the TIFA approves a FY2019 Budget Amendment appropriating Fund Balance for the relocated Community Garden within the TIFA District in the amount of \$ 21,290.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER   Drysedale  

SUPPORTED BY MEMBER   LaManes  

<u>YEAS</u>	<u>MEMBER</u>	<u>NAYS</u>
_____	Armatis	_____
<u>  X  </u>	Badalamenti	_____
<u>  X  </u>	Drysedale	_____
<u>  X  </u>	Garmo	_____
<u>  X  </u>	LaManes	_____
_____	Maher	_____
<u>  X  </u>	Mix	_____
_____	Sliwinski	_____

ABSTAIN \_\_\_\_\_

ABSENT   Armatis, Maher, Sliwinski  

  5   Yeas;    Nays;    Abstention(s).

Motion   X   passes;    fails.

NOW THEREFORE, BE IT RESOLVED by the Wyandotte Tax Increment Financing Authority (TIFA) that the TIFA approves a FY2019 Budget Amendment appropriating prior years budgeted costs carried over in Fund



ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_ Armatis, Maher, Sliwinski \_\_\_\_\_

5 Yeas; \_\_\_ Nays; \_\_\_ Abstention(s).

Motion X passes; \_\_\_\_\_ fails.

**Other/Old Business** - Secretary LaManes reminded the TIFA Members of the 4/28/2019 deadline for submitting their Appointed Officials Disclosure Statements to the City Clerk's office.

**Late Items** - None

**Next Meeting**

The next meeting of the TIFA Board will be held Tuesday, April 16th, 2019 at 8:30 AM.

**Adjournment**

Motion by Member Badalamenti and Supported by Member LaManes for the TIFA meeting to be adjourned at 9:07 AM by, the motion passed unanimously with no objections.

*Paul L. LaManes, Secretary*

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2018-494**

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: December 3, 2018

MOVED BY: Councilperson Sabuda

SUPPORTED BY: Councilperson Alderman

BE IT RESOLVED that the Correction Action Plan (Form 5597) submitted by the City Administrator is received and placed on file; AND

Further, notes that the Application demonstrates actions that have been undertaken to mitigate this underfunded status which include eliminating defined benefit retiree health care coverage for employees hired after 2008, 2009, 2011, and 2013 (depending on employee group) and transferring funds from the City's General Fund to the Retiree Health Care Trust Fund; AND

Further, notes that the City has contributed additional funds to the retiree health care trust in excess of the annual cost of retiree healthcare in each of the past five (5) years and has increased the value of the retiree health care trust fund from a deficit of \$247,000 in 2003 to \$2.357 million in 2017; AND


Further, acknowledges the Other Postemployment Benefits (OPEB) Projection for the City of Wyandotte Retiree Health Care Plan (Plan) prepared by GRS Retirement Consulting dated November 9, 2018, which indicates that the Plan will achieve a 40% funded level within thirty (30) years if an additional \$38,020 is contributed to the Trust Fund annually; AND

Further, instructs the City Administrator to make the necessary budget amendments to facilitate this additional annual contribution beginning in the current fiscal year (2019) and for the next thirty (30) years; AND

Thus, the City Council approves the Corrective Action Plan as prepared and recommended by the City Administrator.

Motion unanimously carried.

**I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on December 3, 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: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED that Council hereby concurs in the recommendations of the Deputy Treasurer/Assistant Finance Director and approves the necessary 2019 Fiscal Year Budget amendments as outlined in this communication.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 8, 2019

AGENDA ITEM # **19**

**ITEM:** Department of Engineering – Arbor Day Event, Mayoral Proclamation & Tree City USA

**PRESENTER:** Mark Kowalewski, City Engineer



**INDIVIDUALS IN ATTENDANCE:** Mark Kowalewski, City Engineer and Brian Martin, Asst. Superintendent, DPS

**BACKGROUND:** The Tree City USA program has been greening up cities and towns across America since 1976. It is a nationwide movement that provides the framework necessary for communities to manage and expand their public inventory. More than 3,400 communities have made the commitment to becoming a Tree City USA.

There are four standards for Tree City USA recognition: 1. The creation of a tree board or department, our Department of Public Services fulfills this standard. 2. A tree care ordinance, Chapter 36 Trees and Vegetation in the Wyandotte, MI Code of Ordinances fulfills this standard. 3. A community forestry program with an annual budget of at least \$2 per capita, SEMCOG reports the City's population from 2018 at 23,829. The City of Wyandotte's annual tree maintenance budget is currently \$60,000. Thus, the City of Wyandotte fulfills this standard. 4. An Arbor Day Observance and Proclamation, the City of Wyandotte does not currently fulfill this standard.

Trees reduce cost for energy, clean the air, provide stormwater management and provide erosion control. Trees can cut energy by up to 25 percent. Trees boost property values; properly placed, they can increase property value as much as 10 percent. Trees build stronger ties to the neighborhood and community and increase community pride.

The implementation of an annual Arbor Day Observance and Mayoral Proclamation would ensure that that City of Wyandotte would fulfill Tree City USA requirements and have the City of Wyandotte recognized annually with being an official Tree City USA. The Arbor Day Observance will start by promoting awareness and advocacy for trees to be planted in the City of Wyandotte.

Arbor Day Observance to be held April 27, 2019, at VFW #1136 Park at Cherry Street and 11<sup>th</sup> Street at 10:00 am, with Mayoral Proclamation read at the opening of the ceremonial planting.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the managing our natural resources, river and creeks, wildlife, and parks wisely. They are precious to us and by careful stewardship they may be enjoyed by future generations.

**ACTION REQUESTED:** Approve Arbor Day Observance to be held April 27, 2019, at VFW #1136 Park at Cherry Street and 11<sup>th</sup> Street at 10:00 am, with Mayoral Proclamation read at the opening of the ceremonial planting.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Maintenance Account – 492-200-850-528 to be utilized for Arbor Day observance.

**IMPLEMENTATION PLAN:** If approved by Council, authorize Mayor and Clerk to sign Arbor Day Proclamation

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDysdale*

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

**MAYOR'S RECOMMENDATION:** *ALP.*

**LIST OF ATTACHMENTS:** Sample Mayoral Proclamation

**MODEL RESOLUTION:**

DATE: April 8, 2019

RESOLUTION by: Councilperson \_\_\_\_\_

BE IT RESOLVED that Council hereby concurs in the recommendation of the City Engineer to conduct and Arbor Day Observance on April 27, 2019, at VFW #1136 Park and Dog Park located at Cherry Street and 11<sup>th</sup> Street at 10:00 a.m. EST., and further, authorizes the Mayor to sign and execute Mayoral Proclamation;

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

**COUNCIL**

**NAYS**

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**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

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*Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

*Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

*Whereas,* Arbor Day is now observed throughout the nation and the world, and

*Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

*Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

*Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

*Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal.

*Now, Therefore, I,* Joseph Peterson, Mayor of the City of  
Wyandotte, MI, do hereby proclaim  
April 27, 2019 as

# Arbor Day

In the City of Wyandotte, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*Dated this* 8th day of April 2019  
Mayor Joseph Peterson

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council hereby concurs with the recommendation of the City Engineer to conduct Arbor Day Observance on April 27, 2019 at VFW #1136 Park and Dog Park located at Cherry Street and 11<sup>th</sup> Street at 10:00 a.m. EST., and further authorizes the Mayor to sign and execute Mayoral Proclamation.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 8, 2019

AGENDA ITEM # **20**

**ITEM:** Office of Assessing 2019 Poverty Tax Relief Guidelines

**PRESENTER:** Lawrence S. Stec, City Clerk/Board of Review Member



**INDIVIDUALS IN ATTENDANCE:** Board Members: Todd Browning, Theodore Galeski  
William Look, Lawrence Stec

**BACKGROUND:** The 2019 Poverty Tax Relief Guidelines will be used as a standard when considering appeals made based on financial hardship in accordance with MCL 211.7u and the Federal Poverty updated annually by the US Department of Health and Human Services.

**STRATEGIC PLAN/GOALS:** To encourage and respect citizens' participation and provide transparency in all city matters

**ACTION REQUESTED:** Approve the 2019 Poverty Tax Relief Guidelines

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** NA

**IMPLEMENTATION PLAN:** Applications for poverty tax relief can be obtained from the office of the City Assessor. Completed applications will be acted upon during the July and December Boards of Review meetings of 2019.

**COMMISSION RECOMMENDATION:**

Members Browning, Look, and Stec recommend use of Federal Poverty Guidelines per State Tax Commission Bulletin 16 of 2018 as attached in the Guidelines and Application.

Member Galeski recommendations is to modify the income level for a one (1) person household for the City of Wyandotte 2019 Poverty Guidelines.

Members Browning, Look and Stec Recommend  
Size of Family Unit Poverty Guidelines

1 - \$12,140

2 - \$16,460

3 - \$20,780

4 - \$25,100

5 - \$29,420

6 - \$33,740

7 - \$38,060

8 - \$42,320

Each Additional \$4,320

Member Galeski Recommends  
Size of Family

1 - \$18,000

2 - \$16,460

3 - \$20,780

4 - \$25,100

5 - \$29,420

6 - \$33,740

7 - \$38,060

8 - \$42,320

Each Additional \$4,320

**CITY ADMINISTRATOR'S RECOMMENDATION:** The majority of the Board of Review concurred with the historical practice of using the Poverty Tax Relief Guidelines provided by the US department of Health and Human Services. A single member desires to increase only the one family household and further desires that the City Council modify the standards. The City Council should adopt the Guidelines without modification.

*SDrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:**

*W. Fook*

**MAYOR'S RECOMMENDATION:**

*ALP*

**LIST OF ATTACHMENTS:** Signature of Board of Review members, 2019 Guidelines for Poverty Relief and 2019 Poverty Tax Relief Application.

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED by the City Council

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council and

WHEREAS, the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the City of Wyandotte, Wayne County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year:

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner of and occupy as a principal residence the property for which an exemption is requested.
- 2) Produce a valid driver's license or other form of identification if requested
- 3) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested
- 4) Meet the federal poverty income guidelines for the year of application as defined and determined annually by the United States Department of Health and Human Services or alternative guidelines adopted by the governing body, providing the alternative guidelines do not provide eligibility requirements less than the federal guidelines.
- 5) File an Application for Poverty Exemption in its entirety with all requested documentation with the Assessor or Board of Review. It must be accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year or a signed State Tax Commission Form 4988, *Poverty Exemption Affidavit*.
- 6) Report in the application the combined assets of all persons residing in the home, not including the primary residence. Combined assets cannot exceed \$25,000. Assets include but are not limited to, real estate other than the principal residence, personal property (jewelry, art, collections etc.), motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc. Statements must be complete with no missing pages.
- 7) Income included as household income shall be from any and all sources by all persons whether living in the household or not, and shall include but not limited to gifts and contributions, state or federal aid, alimony, pension, insurance benefits, return on investments, and any other forms of compensation received for purposes of establishing exemption eligibility. Statements must be complete with no missing pages.
- 8) Proof of income/assets from the Social Security Administration, Veterans Administration, College/University scholarships, for all persons residing in the home.
- 9) The Board of Review is only allowed to deviate from the established guidelines if there are substantial and compelling reasons. It is required that all "substantial and compelling" reasons be documented.
- 10) If the applicant qualifies for Poverty Exemption, the Board of Review may grant a complete exemption from property taxes, a partial reduction in property taxes, or no reduction as set forth in these guidelines. Approval of the application does not automatically warrant a complete exemption from property taxes. Under no circumstances shall the Board of Review reduce the taxable value lower than that which produces an annual tax equal to 3.5% of an applicant's income plus any property tax credit refund payable by the State of Michigan (1040CR) so as not to reduce applicant's following year income tax refund.

- 11) The application for an exemption shall be filed after January 1, but one day prior to the last day of the December Board of Review. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.
- 12) If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.
- 13) A person who files a claim for Poverty exemption is not prohibited from also appealing the assessment on the property to the Board of Review in the same year.
- 14) Any willful misstatements or misrepresentations made on the application may constitute perjury, which, under the law, is a felony punishable by fine or imprisonment.

The following is the current **2019** federal poverty income guidelines which will be updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

**2019 Federal Poverty Guidelines Used in the Determination of Poverty Exemptions**

Size of Family Unit	2019 Poverty Guidelines
1	\$ 12,140
2	\$ 16,460
3	\$ 20,780
4	\$ 25,100
5	\$ 29,420
6	\$ 33,740
7	\$ 38,060
8	\$ 42,380
For each additional person	\$ 4,320

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these reasons are communicated in writing from/to the claimant.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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## OFFICIALS

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Theodore H. Galeski  
CITY ASSESSOR


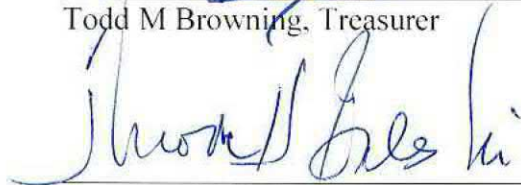


**MAYOR**  
Joseph R. Peterson

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

March 15, 2019

We the undersigned set forth and acknowledge the attached 2019 Poverty Guidelines for the City of Wyandotte Board of Review.

  
\_\_\_\_\_  
Todd M Browning, Treasurer  
\_\_\_\_\_  
Theodore H. Galeski, Assessor  
\_\_\_\_\_  
William R. Look, Attorney  
\_\_\_\_\_  
Lawrence S. Stec, Clerk

## City of Wyandotte 2019 Poverty Exemption Guidelines & Application

If you are applying for the Hardship Exemption, please read the following guidelines and fill out the attached application form in its entirety.

If granted an exemption, it is for the **current year only**. If your situation warrants an exemption in years following, a new application must be submitted for review. The hardship exemption is meant to be a temporary form of assistance.

1. All applicants must be the owner and resident of the property in which tax relief is filed on. They must provide a driver's license or other acceptable method of identification
2. Provide if requested, a deed, land contract, or other evidence of ownership of the property for which the exemption is requested.
3. Meet the federal poverty income guidelines for the year of application as defined and determined annually by the United States Department of Health and Human Services or alternative guidelines adopted by the governing body, providing the alternative guidelines do not provide eligibility requirements less than the federal guidelines.

The following is the current **2019** federal poverty income guidelines which will be updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

### **Federal Poverty Guidelines Used in the Determination of Poverty Exemptions for 2019**

*\* Per Michigan State Tax Commission Bulletin number 16 of 2018,  
"Changes for 2019," October 22, 2018*

<b><u>Number in Family</u></b>	<b><u>Income</u></b>
1 member	\$ 12,140
2 members	\$ 16,460
3 members	\$ 20,780
4 members	\$ 25,100
5 members	\$ 29,420
6 members	\$ 33,740
7 members	\$ 38,060
8 members	\$ 42,380
For each additional person	\$ 4,320

4. Applicants must fill out an "Application for Hardship Exemption" **in its entirety and all requested documentation must be attached.** If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the

Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.

5. Federal and state income tax returns for all persons residing in the household must be included with the application. The Homestead Property Tax Credit Claim Form (MI-1040CR) must also be included. The tax returns may be from the current or immediately preceding tax year. If any person in the household is not required to file federal or state tax returns, **they must return a signed Form 4988, Poverty Exemption Affidavit (MCL 211.7(u)(2)(b))**
  - a) See Page 7 of application for Form 4988
6. The total of all household assets, not including the primary residence shall **not exceed \$25,000**. Assets include and are not limited to real estate other than the principal residence, personal property (jewelry, art, collections, etc.), motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc. Statements must be complete with no missing pages.
7. Income included as household income shall be from any and all sources by all persons whether living in the household or not, and shall include but not limited to gifts and contributions, state or federal aid, alimony, pension, insurance benefits, return on investments, and any other forms of compensation received for purposes of establishing exemption eligibility.
8. Proof of income/assets from the Social Security Administration, Veterans Administration, College/University scholarships, for all persons residing in the home.
9. [MCL 211.7u \(5\)](#) allows the Board of Review to deviate from the established guidelines if there are substantial and compelling reasons. It is required that all "substantial and compelling" reasons be documented. For example, unusual or unexpected high medical expenses.
10. If the applicant qualifies for Poverty Exemption, the Board of Review may grant a complete exemption from property taxes, a partial reduction in property taxes, or no reduction as set forth in these guidelines. Approval of the application does not automatically warrant a complete exemption from property taxes. Under no circumstances shall the Board of Review reduce the taxable value lower than that which produces an annual tax equal to 3.5% of an applicant's income plus any property tax credit refund payable by the State of Michigan (1040CR) so as not to reduce applicant's following year income tax refund.
11. If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.
12. A person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year. ([MCL 211.7u \(6\)](#))
13. The application for consideration must be filed with the Assessor's Office after January 1, but before the day prior to the last day of March, July or December Board of Review. ([MCL 211.7u \(3\)](#))
14. Any willful misstatements or misrepresentations made on the application may constitute perjury, which, under the law, is a felony punishable by fine or imprisonment.

## POVERTY EXEMPTION APPLICATION

I, \_\_\_\_\_, Petitioner, being the owner and residing at the property that is listed below as my principal residence, apply for property tax relief under MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893. The principal residence of persons who by reason of poverty are unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation per MCL 211.7u (1).

**In order to be considered complete, this application must: 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.**

**PERSONAL INFORMATION: Petitioner must list all required personal information.**

Property Address of Principal Residence:	Daytime Phone Number:	
Age of Petitioner:	Marital Status:	Age of Spouse:
Number of Legal Dependents:	Age of Dependents:	
Applied for Homestead Property Tax Credit (yes or no):	Amount of Homestead Property Tax Credit:	

**REAL ESTATE INFORMATION: List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the BOR meeting.**

Property Parcel Code Number:	Name of Mortgage Company:	
Unpaid Balance Owed on Principal Residence:	Monthly Payment:	Length of Time at This Residence:
Property Description:		

**ADDITIONAL PROPERTY INFORMATION: List information related to any other property you, or any household member owns.**

Do you own, or are buying, other property (yes or no)? If yes, complete the information below.		Amount of Income Earned from Other Property:	
Property Address	Name of Owner(s)	Assessed Value	Amount & Date of Last Taxes Paid
		\$	
		\$	

**EMPLOYMENT INFORMATION:** List your current employment information. Add additional page if multiple employers

Name of Employer:	Name of Contact Person:
Address of Employer:	Employer Phone Number:

List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRA's (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other sources of income, for all persons residing at the property.

Source of Income	Monthly or Annual Income (indicate which)

**CHECKING, SAVINGS AND INVESTMENT INFORMATION:** List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.

Name of Financial Institution or Investments	Amount on Deposit	Current Interest Rate	Name on Account	Value of Investment

**LIFE INSURANCE:** List all policies held by all household member(s).

Name of Insured	Amount of Policy	Monthly Payment	Policy Paid in Full	Name of Beneficiary	Relationship to Insured

**MOTOR VEHICLE INFORMATION:** All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make	Year	Monthly Payment	Balance Owed

**LIST ALL PERSONS LIVING IN HOUSEHOLD:** All persons residing in the residence must be listed.

First & Last Name	Age	Relationship to Applicant	Place of Employment	Amount of Monetary Contribution to Family Income

**PERSONAL DEBT:** All personal debt for all household members must be listed.

Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

**MONTHLY EXPENSE INFORMATION:** The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.

Heating:	Electric:	Water:
Phone:	Cable:	Food:
Clothing:	Health Insurance:	Garbage:
Daycare:	Car Expense (gas, repair, etc.):	Other (list type):
Other (list type):	Other (list type):	Other (list type):
Other (list type):	Other (list type):	Other (list type):
Other (list type):	Other (list type):	Other (list type):

**Notice:** Any willful misstatements or misrepresentations made on this form may constitute perjury, which, under the law, is a felony punishable by fine or imprisonment.

**Notice:** Per MCL 211.7u(2b), a copy of all household members federal income tax returns, state income tax returns (MI-1040) and Homestead Property Tax Credit claims (MI-1040CR 1, 2, 3 or 4) must be attached as proof of income or a signed Form 4988, *Poverty Exemption Affidavit*. Documentation for all income sources including, but not limited to, credits, claims, Social Security income, child support, alimony income, and all other income sources must be provided at time of application.

I, the undersigned Petitioner, hereby declare that the foregoing information is complete and true and that neither I, nor any household member residing within the principal residency, have money, income or property other than mentioned herein.

\_\_\_\_\_  
Petitioner Signature

\_\_\_\_\_  
Date

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This application shall be filed after January 1, but before the day prior to the last day of the December Board of Review to the address below.

City of Wyandotte  
c/o Assessor's Office, Board of Review  
3200 Biddle Avenue, Suite 200  
Wyandotte, MI 48192

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**Decisions of the March Board of Review may be appealed by petition to the Michigan Tax Tribunal by July 31 of the current year. July or December Board of Review denials may be appealed to Michigan Tax Tribunal by petition within 35 days of the denial. A copy of the Board of Review decision must be included with the petition.**

Michigan Tax Tribunal  
PO Box 30232  
Lansing, MI 48909  
Phone: 517-373-4400  
E-mail: [taxtrib@michigan.gov](mailto:taxtrib@michigan.gov)

All household members must file this form if they do not file federal or state income tax.

Michigan Department of Treasury  
4988 (05-12)

## Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1893; MCL 211.7u.

**INSTRUCTIONS:** When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, \_\_\_\_\_, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Making Affidavit

\_\_\_\_\_  
Date

**For Office Use Only**

Parcel ID#: \_\_\_\_\_

Year: \_\_\_\_\_

Applicants Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

**Poverty Exemption Worksheet**

Must enter gray areas

**Income Guideline for a (    ) Person Household**

**Is applicant over income/asset guidelines?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

**Household Income** (line 33 - MI 1040 CR)

\$ \_\_\_\_\_

Multiply income by 3.5%

(a) \$ \_\_\_\_\_

**Maximum Refund**

(subtract 1,200 or actual amount of refund)

(b) \$ \_\_\_\_\_

**Total Tax Obligation (add line a & b)**

(c) \$ \_\_\_\_\_

**Taxable Value**

(d) \$ \_\_\_\_\_

**Millage rate**

54.3273

**Tax Bill (taxable value x millage rate)**

(e) \$ \_\_\_\_\_

**Tax obligation (line c)**

(f) \$ \_\_\_\_\_

**Excess tax obligation based on income**

(subtract line f from line e)

(g) \$ \_\_\_\_\_

**Taxable value adjustment**

(line g divided by millage rate)

(h) \$ \_\_\_\_\_

**Property Taxable Value**

(line d - line h)

\$ \_\_\_\_\_

**For Board of Review Use Only - Do Not Write Below This Line**

\_\_\_\_ Appeal Granted

**Original Taxable Value:** \$ \_\_\_\_\_

\_\_\_\_ Qualified based on Guidelines

**Revised Taxable Value:** \$ \_\_\_\_\_

\_\_\_\_ Appeal Denied

Denial Reasons:

**Initials of Board Members:**

\_\_\_\_ Does not Qualify based on Guidelines

\_\_\_\_ Applications not complete, missing information

\_\_\_\_ Did not Furnish Proper Documentation

\_\_\_\_ Other: \_\_\_\_\_

**Date:** \_\_\_\_\_

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED by the City Council

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council and

WHEREAS, the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the City of Wyandotte, Wayne County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner of and occupy as a principal residence the property for which an exemption is requested.
- 2) Produce a valid driver's license or other form of identification if requested
- 3) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested
- 4) Meet the federal poverty income guidelines for the year of application as defined and determined annually by the United States Department of Health and Human Services or alternative guidelines adopted by the governing body, providing the alternative guidelines do not provide eligibility requirements less than the federal guidelines.
- 5) File an Application for Poverty Exemption in its entirety with all requested documentation with the Assessor or Board of Review. It must be accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year or a signed State Tax Commission Form 4988, *Poverty Exemption Affidavit*.
- 6) Report in the application the combined assets of all persons residing in the home, not including the primary residence. Combined assets cannot exceed \$25,000. Assets include but are not limited to, real estate other than the principal residence, personal property (jewelry, art, collections etc.), motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc. Statements must be complete with no missing pages.
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- 8) Proof of income/assets from the Social Security Administration, Veterans Administration, College/University scholarships, for all persons residing in the home.
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- 11) The application for an exemption shall be filed after January 1, but one day prior to the last day of the December Board of Review. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.
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- 13) A person who files a claim for Poverty exemption is not prohibited from also appealing the assessment on the property to the Board of Review in the same year.
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For each additional person	\$ 4,320

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I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 8, 2019

AGENDA ITEM # 21

**ITEM:** City Purchasing 569 Orange/3417 6<sup>th</sup> Street, Wyandotte

**PRESENTER:** Mark A. Kowalewski, City Engineer



**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** This property is non-conforming bar with living quarters in the rear and two (2) rental units upper. The property became available for the City to purchase for \$127,200.00.

Lot Size: 50' x 140'

2018 SEV: \$62,800

Market Value: \$125,600

Demolition Cost: \$25,000

Once purchased, the property would be demolished and the property would be sold for the construction of a new single family home.

**STRATEGIC PLAN/GOALS:** This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that the City is committed to maintaining and developing excellent neighborhoods by enabling and empowering neighborhood organizations and associations, 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:** Approve the Purchase Agreement for the City to acquire the property, authorize the Mayor and City Clerk to execute the Purchase Agreement and authorize the City Engineer to demolish the property.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 492-200-850-519 Land Acquisition.

**IMPLEMENTATION PLAN:** Mayor and City Clerk execute the Purchase Agreement. Close on the property and then demolish structure.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:** Purchase Agreement prepared by legal. W. Look

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:** Purchase Agreement, Picture and Map

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date:

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 569 Orange/3417 6<sup>th</sup> Street in the amount of \$127,200.00 to be appropriated from TIFA Area Funds; AND

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

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

YEAS

COUNCIL

NAYS

Alderman  
Calvin  
DeSana  
Maiani  
Sabuda  
Schultz

William R. Look  
Steven R. Makowski

(734) 285-6500

FAX (734) 285-4160

**OFFER TO PURCHASE REAL ESTATE**

Richard W. Look  
(1912-1993)

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

City  
Township of  
Village

Wyandotte Wayne County, Michigan, described as follows:  
Lots 1 Plat of Part of Wyandotte, Block 152 Liber 1, Page 142, WCR being known as  
569 Orange Street, together with all improvements and appurtenances,  
including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna,  
gas conversion unit and permit \_\_\_\_\_ if any, now on the premises, and to pay  
therefore the sum of One Hundred Twenty-Seven Thousand Two Hundred (\$127,200.00) Dollars, subject to the  
existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

**THE SALE TO BE CONSUMMATED BY: A**

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

<b>Cash Sale</b>	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
<b>Cash Sale with New Mortgage</b>	<del>B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.</del>
<b>Sale to Existing Mortgage</b>	<del>C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.</del>
<b>Sale on Land Contract</b>	<del>D. Payment of the sum of _____ Dollars, in cash or city check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.</del>
<b>Sale to Existing Land Contract</b>	<del>If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.</del>
<b>Evidence of Title</b>	<del>2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a complete Abstract of Title and Tax History, certified to a date later than the acceptance hereof. In lieu thereof, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.</del>
<b>Time of Closing</b>	<del>3. If the title can be conveyed in the condition required herein and provided the contingency required herein is satisfied, the parties agree to complete the sale on or before October 1, 2019, or within thirty (30) days of receipt of the Level I ESA (subject to Paragraph 12 contingency), whichever occurs first.</del>
<b>Purchaser's Default</b>	<del>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.</del>
<b>Seller's Default</b>	<del>5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.</del>
<b>Title Objections</b>	<del>6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____</del>
<b>Possession</b>	<del>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 _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.</del>

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

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

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

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

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

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

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

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

The closing of this sale shall take place at the office of \_\_\_\_\_.

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

Additional conditions, if any: **1. Contingent upon City Council approval, 2. Seller agrees not to enter into any third party agreements including with any telecommunications companies wishing to install equipment on said property prior to closing**

12. **ENVIRONMENTAL LIABILITY:**

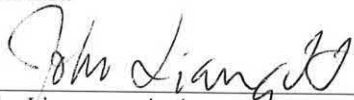
This Offer to Purchase is contingent upon the Purchaser being satisfied with the environmental condition of the property.

To comply with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 US 9601 et seq, the Seller grants reasonable access to the premises and the Purchaser shall contract with a qualified Environmental and Ecological System Testing Firm to conduct a Level I Environmental Audit of subject property. As part of this contingency the Purchaser shall apply for funding for the cost of the Level I Environmental Audit and Asbestos Survey from the DCC Brownfield Consortium. In the event the funding is not granted, then the Seller and Purchaser shall pay for the cost of the Level I Environmental Audit and Asbestos Survey in equal amounts. Seller shall reimburse Purchaser for the cost of said Survey as a credit to Purchaser at the sale closing. Cost to Seller shall not exceed \$1,000. In the event this sale does not close, there shall be no reimbursement.

In the event the Level I Environmental Site Assessment (ESA) discloses that a hazardous substance, pollutant or contaminant as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) is present or may potentially be present on the property, Purchaser may in its sole discretion declare this offer null and void and will have no further obligations to acquire the property.

3-22-19  
Dated

SELLER:

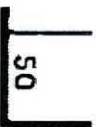
  
John Liangos, a single man

CITY OF WYANDOTTE, *Purchaser*

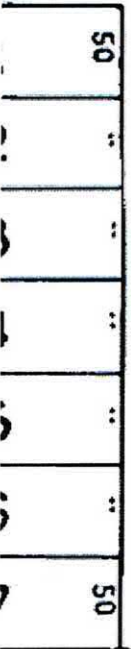
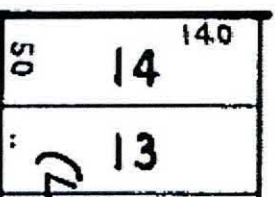
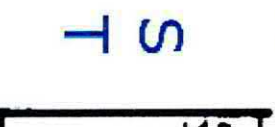
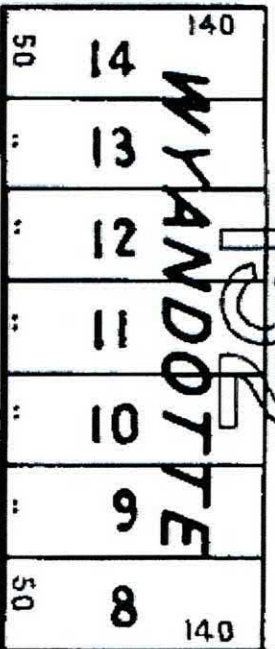
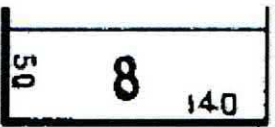
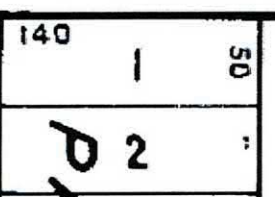
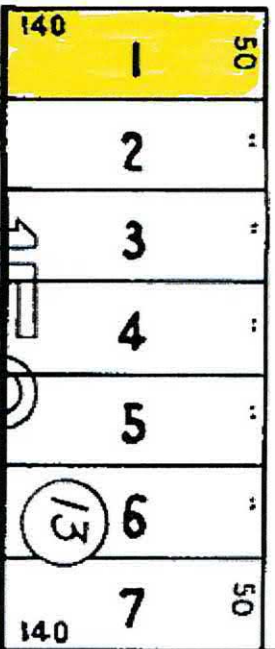
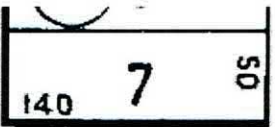
Dated

JOSEPH R. PETERSON, *Mayor*

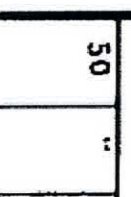
LAWRENCE S. STEC, *Clerk*



ORANGE



PINE



559 ORANGE - LOT 2 PLAT OF PART OF WYANDOTTE, BLOCK 152 T3S R11E, L1 P142 WCR  
LOT SIZE: 50' X 140'

569 ORANGE - LOT 1 PLAT OF PART OF WYANDOTTE, BLOCK 152 T3S R11E, L1 P142 WCR  
LOT SIZE: 50' X 140'

Google Maps 568 Orange St

Front



Image capture: Aug 2018 © 2019 Google

Wyandotte, Michigan

Side

Google



## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 569 Orange/3417 6<sup>th</sup> Street in the amount of \$127,200.00 to be appropriated from TIFA Area Funds; AND

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

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

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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REQUEST FOR COUNCIL ACTION

MEETING DATE: April 8, 2019

AGENDA ITEM # 22

**ITEM:** Sale of the former 1147 Lindbergh, Wyandotte

**PRESENTER:** Mark A. Kowalewski, City Engineer

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski



**BACKGROUND:** The City owns the former 1147 Lindbergh. Attached for your approval are two (2) Purchase Agreements for your consideration:

- Sell 7 feet of the former 1147 Lindbergh to the adjacent property owner at 1137 Lindbergh, Donald J. Belcher, for the amount of \$350.00. The combination of the two (2) lots will result in one (1) lot measuring 67' x 101'.
- Sell 23 feet of the former 1147 Lindbergh to the adjacent property owner at 1151 Lindbergh, Steven and Judy Stanton, in the amount of \$1,150.00. The combination of the two (2) lots will result in one (1) lot measuring 67.14' x 101'.

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

**ACTION REQUESTED:** Approve Purchase Agreements to sell said property to the adjacent property owners at 1137 Lindbergh and 1151 Lindbergh at \$50 per front foot..

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

**IMPLEMENTATION PLAN:** Once approved, will schedule closing on property.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDysdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Purchase Agreement Reviewed by W. Look

**MAYOR'S RECOMMENDATION:** *ALT.*

**LIST OF ATTACHMENTS:** Purchase Agreement; Map

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date:

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the communication from the City Engineer regarding the sale of Former 1147 Lindbergh, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Donald Belcher to acquire 7 feet of the Former 1147 Lindbergh in the amount of \$350.00; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Steven and Judy Stanton to acquire 23 feet of the Former 1147 Lindbergh in the amount of \$1,150.00; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

YEAS

COUNCIL

NAYS

Alderman  
Calvin  
DeSana  
Maiani  
Sabuda  
Schultz

# PURCHASE AGREEMENT

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the City of

Wyandotte, Wayne County, Michigan, described as follows:  
ALL OF LOT 54 EXCEPT THE NORTH 7 FEET THEREOF, KINGSLEY PARK SUBDIVISION as recorded in Liber 38 Page  
22 of Plats WCR being known as Part of Former 1147 Lindbergh Street, and to pay therefore the sum of One Thousand One  
Hundred Fifty Dollars & 00/100 (\$1,150.00), subject to the existing building and use restrictions, easements, and zoning  
ordinances, if any, upon the following conditions:

## THE SALE TO BE CONSUMMATED BY

### PROMISSORY NOTE/MORTGAGE SALE

<b>PROMISSORY/ MORTGAGE SALE</b>	1. The Purchase Price of <u>\$1,150.00 plus closing costs to be determined at closing</u> shall be paid to the Seller when the above described property is sold, refinanced, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property and the adjacent property currently owned by Purchaser. Purchaser is responsible to pay for the recording costs of the mortgage and discharge of mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. Should this property or the property at <u>1151 Lindbergh, Wyandotte, MI</u> be foreclosed on by any Financial or County Entity this property shall be returned to the Seller.
<b>Evidence of Title</b>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
<b>Time of Closing</b>	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.  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.
<b>Purchaser's Default</b>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<b>Seller's Default</b>	
<b>Title Objections</b>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____  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 \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____  as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
<b>Taxes and Prorated Items</b>	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. <b>Due dates are August 1 and December 1.</b>
<b>Broker's Authorization</b>	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.  9. The Broker is hereby authorized to make this offer and the deposit of <u>N/A</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

The closing of this sale shall take place at the office of \_\_\_\_\_ City Engineer.  
However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: Contingent upon the following: 1. City Council approval. 2. Seller agrees, at closing, to combine this property with property currently owned by Purchaser known as 1151 Lindbergh. 3. Purchaser(s) grants to Seller the Right of Refusal to purchase the premise being purchased under the terms of this Purchase Agreement and the real property known as 1151 Lindbergh. At time of closing, the Parties hereto will execute a Right of First Refusal. Purchaser will be responsible for closing fees including, but not limited, to engineering costs, title premium and recording fees. Closing fees will be included into the Promissory Note/Mortgage amount. Further, a deed restriction will be placed on the deed which will indicate that if the property at 1151 Lindbergh is foreclosed on by any entity the property being purchased under this Agreement will revert back to the City of Wyandotte.

☐ CHECK BOX IF CLOSING FEE OF \$200.00 IS TO BE PAID BY PURCHASER IS REQUIRED.

IN PRESENCE OF:

Steven Stanton 31819 I.S.  
Purchaser  
Judy Stanton I.S.  
Purchaser  
Address 1151 Lindbergh, Wyandotte, MI  
Phone: 734-642-8148

Dated \_\_\_\_\_

#### **BROKER'S ACKNOWLEDGMENT OF DEPOSIT**

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

Address \_\_\_\_\_ Broker

Phone \_\_\_\_\_ By: \_\_\_\_\_  
This is a co-operative sale on a \_\_\_\_\_ basis with \_\_\_\_\_

#### **ACCEPTANCE OF OFFER**

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

Joseph R. Peterson, Mayor I.S.  
Seller  
Lawrence S. Stec, City Clerk I.S.  
Seller  
Address 3200 Biddle Ave., Wyandotte  
Phone 734-324-4555

Dated: \_\_\_\_\_

#### **PURCHASER'S RECEIPT OF ACCEPTED OFFER**

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

Dated \_\_\_\_\_ I.S.  
Purchaser

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

# OFFER TO PURCHASE REAL ESTATE

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

{ City  
XXXXXXX of  
XXXXXXX

Wyandotte Wayne County, Michigan, described as follows:  
THE NORTH 7 FEET OF LOT 54 KINGSLEY PART SUBDIVISION as recorded in Liber 38, Page 22 of Plats, Wayne County Records being known as Part of the former 1147 Lindbergh Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit \_\_\_\_\_ if any, now on the premises, and to pay therefore the sum of Three Hundred Fifth Dollars and 00/100 (\$350.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

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

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

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

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

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

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

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

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

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

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

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 1137 Lindbergh. 3. Purchaser is responsible for all closing fees including, title premium, mapping fee, and recording fees. Closing fees will be due at time of closing. 5. Property and garage is being purchased in an "as is" condition.

☒ **CHECK BOX IF CLOSING FEE OF \$200.00 IS TO BE PAID BY PURCHASER IS REQUIRED.**

IN PRESENCE OF:

Don J. Belcher L. S.  
Donald J. Belcher Purchaser

Address 1137 Lindbergh, MI 48192

Phone: 313-523-2247

Dated Feb 22, 2019

**SELLER'S ACKNOWLEDGMENT OF DEPOSIT**

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

Address \_\_\_\_\_

Seller

Phone \_\_\_\_\_

By: \_\_\_\_\_

This is a co-operative sale on a \_\_\_\_\_ basis with \_\_\_\_\_.

**ACCEPTANCE OF OFFER**

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

IN PRESENCE OF:

**CITY OF WYANDOTTE:** \_\_\_\_\_ L.S.  
Joseph R. Peterson, Mayor

\_\_\_\_\_  
Lawrence S. Stec, City Clerk L. S.  
Address 3200 Biddle Avenue, Wyandotte

Dated: \_\_\_\_\_ Phone 734-324-4555

**PURCHASER'S RECEIPT OF ACCEPTED OFFER**

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.  
Dated \_\_\_\_\_ L. S.  
Purchaser

SEVENTH	82	75	LINDBERGH AVE.	64	55	SIXTH	44	106.01
	83	74		65	54		45	106.04
	84	73		66	53		46	106.03
	85	72		67	52		47	106.02
	86	71		68	51		48	106.01
	87	70		69	50		49	106.01
	23	44		45	66		67	106.01
	24	43		46	65		68	106.01
	25	42		47	64		69	106.01
	26	41		48	63		70	106.01
	27	40		49	62		71	106.01
	28	39		50	61		72	106.01
	29	38		51	60		73	106.01
	30	37		52	59		74	106.01
	31	36		53	58		75	106.01
	32	35		54	57		76	106.01
50	33	34	50	55	56	50	77	106.01
42.16	101	43.05	44.17	44.92	45.06	46.18	46.93	47.07
42.91	101	43.80	44.92	44.92	45.81	46.93	47.07	47.07
BAUMEY AVE								

1137 Lindbergh - LOT 52 ALSO 53 KINGSLEY PARK SUB T3S R11E L38 P22 WCR Lot Size: 60' x 101'

1147 Lindbergh - LOT 54 KINGSLEY PARK SUB T3S R11E L38 P22 WCR Lot Size: 30' x 101'

1151 Lindbergh - LOT 55 KINGSLEY PARK SUB T3S R11E L38 P22 WCR Lot Size: 44.17' x 101'

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the communication from the City Engineer regarding the sale of Former 1147 Lindbergh, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Donald Belcher to acquire 7 feet of the Former 1147 Lindbergh in the amount of \$350.00; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Steven and Judy Stanton to acquire 23 feet of the Former 1147 Lindbergh in the amount of \$1,150.00; AND

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

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 8, 2019

AGENDA ITEM # **23**

**ITEM:** Revised Agreement - Sale of Former McKinley School at 640 Plum Street

**PRESENTER:** Mark A. Kowalewski, City Engineer



**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** On February 27, 2017, City Council approved the sale for the former McKinley School Site at 640 Plum Street with Coachlight Properties LLC/Jonesboro Investments Corp (See attached Council Resolution). Further, on January 22, 2018, City Council approved the First Amendment to this Purchase Agreement (See attached Council Resolution). This Agreement expired September 30, 2018.

Coachlight Properties LLC/Jonesboro Investments Corp is requesting a new Agreement for the Purchase of this property. Coachlight Properties LLC/Jonesboro Investments Corp are proposing the following changes from the original Agreement:

- Continuing Care language be added to Paragraph 35A
- Number of units change from a maximum of 60 units to a maximum of 100 units
- Adding the following Paragraph 35K to read:
  - Buyer covenants and agrees to provide one hundred and six (106) parking spaces for the proposed senior housing development (Exhibit E).
- Closing date will be no later than March 27, 2020.

The previous Agreement required 1.5 parking spaces per unit for apartments only. The revised Agreement is a combination of apartments, assisted living and memory care with the parking requirement being less. Attached is the required parking calculation for the proposed uses.

Further, if Council approves this new Agreement, Coachlight Properties LLC/Jonesboro Investments Corp will need to request approval of the new site plans with the Planning Commission and City Council.

The undersigned recommends approval of the new Sales Agreement as presented to Council.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in committing to maintaining and developing excellent neighborhoods by utilizing vacant school properties and other space to add age-appropriate public amenities to residential areas and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructure in residential areas.

**ACTION REQUESTED:** Authorize the Mayor and City Clerk to execute the Agreement for Purchase and Sale.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Future maintenance costs to school building avoided and additional revenue received by the City after the building is closed and sold.

**IMPLEMENTATION PLAN:** Execute Agreement for Purchase and Sale and close on property.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:** *APPROVED AS TO FORM W. Looh*

**MAYOR'S RECOMMENDATION:** *APR.*

**LIST OF ATTACHMENTS:** Sale Agreement, Request for Council Action dated February 27, 2017 and January 22, 2018; Parking Calculation

**RESOLUTION**

Wyandotte, Michigan

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the new Agreement for Purchase and Sale of the former McKinley School Site at 640 Plum Street with Coachlight Properties LLC/Jonesboro Investments Corp. is hereby approved and the Mayor and City Clerk are authorized to sign said Agreement for Purchase and Sale as presented to Council; AND

BE IT FURTHER RESOLVED that the Planning Commission as part of its review of the Planned Development Plans review the parking needs for this type of project being located in a residential neighborhood and provide a recommendation 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

## **AGREEMENT FOR PURCHASE AND SALE**

THIS AGREEMENT FOR PURCHASE AND SALE (the "**Agreement**") is entered into by and between THE CITY OF WYANDOTTE, ("**Seller**") and COACHLIGHT PROPERTIES LLC, a Michigan limited liability company and JONESBORO INVESTMENTS CORP., an Ohio corporation ("**Buyer**").

### **BACKGROUND:**

Seller is the owner of that certain property identified as the McKinley School located at 640 Plum Street, Wyandotte, Michigan and consisting of approximately 2.7 acres which is described on Exhibit "A" attached hereto and made a part hereof (the "**Property**"), upon which Buyer shall construct a multifamily rental development requiring all residents to be fifty-five (55) years of age or older, together with related amenities (the "**Required Improvements**"). The parties to this Agreement agree to the sale and purchase of the Property on the terms and conditions which are set forth herein. The effective date of this Agreement shall be the date upon which the last party hereto fully executes this Agreement (the "**Effective Date**").

In consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows.

### **AGREEMENT:**

#### **1. Purchase and Sale.**

Subject to all of the terms and conditions of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the Property, together with all appurtenances, rights, easements, rights of way, permits, licenses and approvals incident or appurtenant thereto.

#### **2. Purchase Price and Payment.**

(a) The purchase price to be paid by the Buyer to the Seller for the Property is One Dollar and 00/100 Cents (\$1.00) (the "**Purchase Price**"), subject to adjustments and prorations as set forth in this Agreement.

(b) Seller acknowledges receipt of the sum of Ten Thousand Dollars (\$10,000.00) ("**First Deposit**") paid by Buyer to Seller as an earnest money deposit. The First Deposit is fully refundable to the Buyer if Buyer terminates this Agreement any time prior to expiration of the Governmental Approval Period. Thereafter, within ten (10) business days following the expiration of the Investigation Period, Buyer shall deliver to Seller the sum of One Thousand Dollars (\$1,000.00) (the "**Second Deposit**"). The Second Deposit is fully refundable to the Buyer if Buyer terminates this Agreement prior to the expiration of the Finance Approval Period (hereinafter defined). If Buyer elects to proceed with this transaction following the expiration of the Finance Approval Period, then the First and Second Deposit shall become nonrefundable (except as set forth below). The First Deposit and Second Deposit are hereinafter collectively referred to as the "**Deposit**". All interest earned on the Deposit shall be paid to the

Buyer, unless the Buyer defaults under the terms of this Agreement, and in such event the interest earned on the Deposit shall be paid to Seller. Pursuant to the terms set forth above, after the applicable deadline, portions of the Deposit shall be non-refundable, **except** in the event that (i) the Seller fails, refuses or is unable to perform all of its obligations under this Agreement; (ii) one or more of the Closing Conditions in favor of Buyer set forth in Section 9 have not been satisfied; or (iii) as otherwise specifically provided in this Agreement.

(c) The Deposit shall be applied to the Purchase Price at Closing or credited to the Buyer in the event the Deposit exceeds the Purchase Price. On the Closing Date (as defined in Section 10), Buyer shall pay to Seller the balance of the Purchase Price subject to the credits, adjustments and prorations as herein provided, by a cashier's check or by wire transfer of United States Dollars.

### 3. **Purchase and Sale.**

Commencing on the Effective Date, Buyer shall have one hundred twenty (120) days ("Investigation Period") to investigate the Property and to satisfy itself with respect to the condition of the Property, including but not limited to, the environmental status and condition of the Property and the feasibility of future development of the Property and to determine the suitability of the Property for the development of the Intended Improvements. Buyer shall have the right to investigate any and all aspects of the Property it deems appropriate, in its sole and absolute discretion, and Seller agrees to cooperate with Buyer in Buyer's review and inspection of the Property, including but not limited to the (i) physical inspection of the Property, (ii) soils investigation, (iii) environmental assessment, (iv) survey and topographical study, (v) wetlands assessment, (vi) condition of title, (vii) engineering, utilities and site planning studies, (viii) marketing and financial feasibility studies, and (ix) determination of the feasibility of obtaining the appropriate zoning entitlements from the governmental agencies having jurisdiction over the Property. During the Investigation Period, Seller will provide Buyer and Buyer's agents with access to the Property for the purposes of conducting any and all tests that Buyer deems appropriate with respect to the Property. Buyer hereby indemnifies and agrees to defend, protect and hold harmless Seller for, from and against any cost, liability, damage and/or expense (including, without limitation, environmental liability, remedial costs, removal costs, and reasonable attorneys' fees and expenses) incurred by Seller as a result of or in connection with the above-described inspection of the Property by Buyer or its agents. Said indemnification shall survive any termination of this Agreement. Buyer shall have no indemnification obligation or other liability for or in connection with any claim arising from pre-existing conditions on or under the Property, or those arising from the presence or discovery of any hazardous substance previously existing on the Property. Notwithstanding any provision in this Agreement to the contrary, at any time on or before the end of the Investigation Period, Buyer may, without liability to Seller and for any reason or no reason whatsoever elect not to proceed with this transaction. Unless Buyer has notified Seller and Escrow Agent in writing that it has elected to proceed with this transaction, then on the day following the last day of the Investigation Period, this Agreement shall automatically terminate, and the parties hereto shall be relieved of all liabilities and obligations under this Agreement and the First Deposit shall be delivered by Escrow Agent to Buyer. If this Agreement is not terminated as herein provided, Buyer's right of access shall continue unabated until Closing.

In the event Buyer elects to terminate this Agreement, Buyer shall return the original and all photocopies of the Documents to Seller, within five (5) days following the expiration of the Investigation Period. All investigations shall be at Buyer's sole cost and expense. In addition, Buyer agrees to return the Property to the same condition as existed prior to Buyer's investigation of the Property. The preceding requirement shall be a condition of the return of the First Deposit to Buyer.

#### 4. **Title and Title Insurance.**

Seller has provided Buyer with a copy of Seller's title insurance policy for the Property. Buyer, at its sole cost and expense, shall obtain an owner's title insurance commitment ("**Commitment**"), issued by a nationally recognized title insurance company ("**Title Insurer**"). The Commitment shall show that title to the Property is good, marketable and insurable, subject to no matters which would adversely affect Buyer's ownership or development of the Property. Buyer shall have until the end of the Investigation Period in which to examine the condition of title to the Property. If Buyer fails to provide Seller with written notice prior to the expiration of the Investigation Period, of specific defects which make title to the Property other than as required by this paragraph, then, for all purposes of this Agreement, Buyer shall be deemed to have accepted title in the condition described in the Commitment, provided, however, that Seller shall be obligated to satisfy at closing any mortgages or other monetary liens against the Property. If Buyer timely notifies Seller that title does not satisfy the requirements of this paragraph ("**Title Objections**"), then within fifteen (15) days of receipt of Buyer's Title Objections, Seller shall send to Buyer a notice in writing (a "**Cure Notice**") stating either (i) that the Title Objections have been cured or will be cured prior to Closing, or (ii) that Seller is either unable to cure or has chosen not to cure such objection. If Seller shall be unable or unwilling to cure all objections, then the Deposit, at the election of Buyer, shall be returned to Buyer, this Agreement shall be terminated, and all parties hereto shall be released from any and all obligations and liabilities hereunder. At any time prior to such termination, Buyer may elect by written notice to Seller to waive any defects in title, in which event the Closing shall take place pursuant to this Agreement without any abatement in the Purchase Price.

Buyer may object to the status of title at Closing and refuse to close this transaction if an updated Commitment or Survey (as defined below) reveals matters other than those reflected in the Commitment and Survey and which would adversely affect Buyer's ownership or development of the Property. If Seller is unwilling, fails or refuses to discharge or remedy such matters prior to Closing, then Buyer may: (i) terminate this Agreement in which case the Deposit shall be disbursed to Buyer and neither party will have any further liability hereunder except as to the specific provisions intended to survive termination; or (ii) proceed to Closing without any adjustment to the Purchase Price.

#### 5. **Survey.**

Buyer may, at Buyer's sole cost and expense, obtain a survey (the "**Survey**") of the Property prepared by a land surveyor registered and licensed in the State of Michigan. If the Survey shows any encroachments on the Property or that any improvements located on the Property encroach on other property, or if the survey shows any other adverse or objectionable matters to Buyer, then Buyer shall notify Seller of such objections prior to the expiration of the

Investigation Period. Any such encroachments or objections shall be treated as a Title Objection and the time frames, obligations, rights and remedies of Seller and Buyer shall be the same as set forth in Section 4 hereof.

6. **Approvals.**

(a) Buyer's obligation to purchase the Property from Seller is contingent upon the final issuance of zoning approval, site plan and building permit approval for the Required Improvements from all applicable governmental and regulatory authority (the "**Governmental Approvals**"). Buyer shall be responsible, at its sole cost and expense, for obtaining the Governmental Approvals. Seller agrees to cooperate with and to join in any and all applications, permits, consents, zoning, land use, concurrency, platting and other permitting, etc., that may be required to be filed in connection with the Governmental Approvals.

(b) Final issuance of the Governmental Approvals shall be deemed to occur only when all of the Governmental Approvals have been issued or granted by the applicable governmental and quasi-governmental boards and agencies, all appeal periods have expired, and any appeals filed have been finally and favorably determined. If Buyer is unable to obtain the Governmental Approvals on or before the expiration of the second option period (the "**Governmental Approvals Period**"), then Buyer shall be entitled (but Buyer shall not be obligated) to terminate this Agreement and upon such termination by Buyer, the Second Deposit shall be delivered or paid to Buyer and the parties shall be relieved of all further liability under this Agreement, except for those obligations which expressly survive termination of this Agreement.

(c) If either (i) the Governmental Approvals are not sufficient to allow for the construction of the Required Improvements or contain conditions to approval that are not acceptable to Buyer in its sole discretion, or (ii) Buyer fails to obtain the Governmental Approvals prior to the expiration of the second option period, then Buyer shall have the right to terminate this Agreement by providing written notice to Seller and Escrow Agent ("**Governmental Approval Termination Notice**") prior to the expiration of the Government Approvals Period. Upon receipt of the Governmental Approval Termination Notice, Escrow Agent shall return the Second Deposit to Buyer and this Agreement shall be terminated and shall be null and void without recourse to either party hereto, except for those obligations that expressly survive the termination of this Agreement.

(d) Buyer shall have until the expiration of the second option period (the "**Finance Approval Period**") to determine if it will be successful in obtaining approval of construction and permanent financing for the Required Improvements. Buyer shall advise Seller periodically as to the status of its financing efforts. If Buyer does not receive Finance Approval on or before the expiration of the second option period, then Buyer shall be entitled (but Buyer shall not be obligated) to terminate this Agreement by written notice to Seller delivered on or before the expiration thereof and, upon such termination by Buyer, the Second Deposit shall be returned to Buyer. In the event of such termination, the parties shall be relieved of all further liability under this Agreement, except for those obligations which expressly survive termination of this Agreement. Buyer shall provide to Seller a written update as to project financing on a monthly basis.

(e) Closing shall occur no later than March 27, 2010.

(f) Expiration dates of Governmental Approval Period and Financial Approval Period are identified in Exhibit G Development Timeline.

7. **Seller's Representations and Warranties.**

Seller hereby represents and warrants to Buyer as follows:

(a) There are no condemnation or eminent domain proceedings pending or to the best of Seller's knowledge contemplated against the Property or any part thereof, and the Seller has received no notice of the desire or intention of any public authority to take or use the Property or any part thereof.

(b) There are no pending suits or proceedings against or affecting the Seller or any part of the Property which (i) do or could affect title to the Property or any part thereof; or (ii) do or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement or render Seller unable to consummate the same.

(c) Seller has full power and authority to execute and deliver this Agreement and all documents now or hereafter to be delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement.

(d) Seller has received no notice of and to its knowledge there is no violation of any law, regulation, ordinance, order or judgment affecting the Property.

(e) Seller has no knowledge of any unrecorded easements, restrictions or encumbrances affecting all or any part of the Property.

(f) There are no agreements, waivers or other arrangements providing for any extension of time with respect to the assessment of any type of tax or deficiency against Seller in respect of the Property, nor are there any actions, suits, proceedings, investigations or claims for additional taxes and assessments asserted by any taxing authority.

(g) There are no mechanics' or materialmen's liens against the Property and if subsequent to Closing hereunder, any mechanics' or other liens of Seller, its agents or employees, shall be filed against the Property based upon any act or omission occurring prior to Closing on the Property, Seller shall take such action, at Seller's sole cost and expense, within ten (10) days after notice to Seller of the filing thereof, by bonding, deposit, payment or otherwise, as will remove, transfer or satisfy such lien of record against the Property subject to (h) below. Any liens caused by actions of the Buyer shall be discharged at Buyer's sole cost and expense.

(h) There are no parties in possession of any portion of the Property, whether as lessees, tenants-at-sufferance, trespassers or otherwise. Further, Seller is not responsible for mechanics liens which resulted from Buyer or its agents or contractors since Buyer had access to the Property.

(i) Seller is not insolvent, is not subject to any bankruptcy or other insolvency proceedings or any assignment for the benefit of creditors or any similar proceedings for the benefit of creditors, and neither Seller nor the Property are operating under or subject to any receiver, trustee or similar entity for the benefit of creditors.

(j) This Agreement does not and will not contravene any present judgment, order, decree, writ or injunction, or any provision of any currently applicable law or regulations.

The foregoing representations and warranties shall survive the Closing, are true and correct as of the date hereof and Seller shall deliver a certificate as of the Closing Date reaffirming that each of the foregoing representations and warranties remain true and correct as of such Closing Date.

8. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller (which warranties are true and correct as of the date of this Agreement, will be true and correct as of the Closing Date and which shall survive the closing hereunder) that (a) Buyer has and at the time of the Closing will have full power and legal right and authority to enter into and perform its obligations under this Agreement, and the consummation of the sale and purchase transaction contemplated herein will not result in the breach or constitute a default under any agreement or instrument to which Buyer is bound in such manner as to affect Buyer's ability to purchase the Property as contemplated herein; (b) there has not been filed by or against Buyer any petition in bankruptcy or other insolvency proceedings or for reorganization of Buyer or for the appointment of a receiver or trustee for Buyer's property, nor has Buyer made any assignment for the benefit of its creditors or filed a petition for an arrangement or entered into an arrangement with creditors, or otherwise admitted in writing its inability to pay its debts as they become due; and (c) there is no litigation or proceeding pending or threatened against Buyer which would materially interfere with Buyer's ability to purchase the Property and perform its obligations under this Agreement, and Buyer has no reasonable grounds to know the basis for any such action. Seller's obligation to sell the Property shall be conditioned upon Buyer's representations and warranties being true and correct as of the Closing date. Coachlight Properties LLC is a Michigan limited liability company in good standing with the State of Michigan and Jonesboro Investments Corp. is an Ohio corporation in good standing with the State of Ohio.

9. **Conditions to Buyer's Obligations.**

It shall be a condition precedent to Closing of this Agreement by Buyer that each of the following conditions be satisfied to Buyer's satisfaction ("Buyer's Conditions"):

(a) Seller shall not be in default under any of the terms of conditions of this Agreement.

(b) Each of the representations and warranties of Seller set forth in this Agreement shall be true, complete and correct at the date of the Closing as if made at that time, and the Seller shall have delivered its certificate to such effect.

(c) There shall be no moratoria as defined herein in effect as of the Closing and if a moratorium is in effect, then the terms and provisions of Section 17 shall control.

(d) At the Closing, the Title Insurer shall irrevocably commit to issue to Buyer an ALTA Owner's Policy of title insurance, dated as of the date and time of the recording of the deed, in the amount of the Purchase Price, insuring Buyer as owner of good, marketable and indefeasible fee simple title to the Property, free and clear of liens, and subject only to the permitted title exceptions as provided in this Agreement ("**Title Policy**").

In the event that any of the foregoing conditions precedent to Closing have not been satisfied as of the Closing Date, Buyer shall have the right to waive any or all of the foregoing conditions and close this transaction or Buyer shall have the right to terminate the Agreement, and in such event the Deposit and all interest earned thereon shall be refunded to Buyer and neither party shall have any further rights or obligations hereunder, except those obligations which survive termination of the Agreement.

10. **Closing.**

(a) The purchase and sale contemplated by this Agreement shall be closed sixty (60) days following the Governmental Approval Period and Finance Approval Period, but in no event later March 27, 2020 (the "**Closing**" and the "**Closing Date**"). The Closing shall take place at the Seller's attorney's office or by escrow closing.

11. **Seller's Deliveries.**

Seller shall deliver to the Buyer at Closing the following documents dated as of the Closing date, the delivery and accuracy of which shall be a Buyer's Condition to the Buyer's obligation to consummate the purchase and sale:

(a) Warranty Deed. A general warranty deed in recordable form, duly executed by the Seller, conveying to the Buyer good, marketable and insurable fee simple title to the Property subject only to the permitted exceptions as reflected in the Commitment which have not been objected to by Buyer, with the legal description provided on the Survey and in the Commitment. Buyer acknowledges that the deed of conveyance for the Property will include a deed restriction with a right of reverter in the event Buyer fails to materially comply with the stated requirements. Material Compliance shall mean that the Buyer and its successors in title, assignees, transferees shall: 1) Complete construction of the housing facility for occupants fifty-five (55) years of age and older and receipt of a certificate of occupancy in accordance with the terms of this agreement and with annual written certification of tenants being age fifty-five (55) years and older delivered to the Wyandotte City Clerk; 2) Compliance with and enforcement of the fifty-five (55) years of age and older requirement for all occupants in the development in accordance with the terms of this agreement and in accordance with all federal laws and regulations (including housing for older persons) and; 3) All required improvements to the city park shall be completed in accordance with this agreement and no later than the issuance of a final certificate of occupancy. Park shall be maintained by Buyer in accordance with the terms of this agreement. 4) Compliance with all parking requirements set forth in this Agreement and as required by the PD Planned Development Plan as approved by the City of Wyandotte.

(b) Affidavit. An owner's and contractor's affidavit adequate for title insurance to be issued with the "gap" deleted, any possession exception deleted, and without exception for mechanics' or materialmen's liens.

(c) Assignment. An assignment of all of Seller's right, title and interest in and to the Development Approvals (if any), any surface water management permit and all other permits, licenses and approvals with respect to the Property.

(d) Closing Statement. A Closing Statement reflecting all costs, payments, prorations and adjustments set forth herein.

(e) Seller's Authority Documents. A resolution and other evidence that this transaction has been duly and properly authorized by Seller and that the execution of the closing documents has been authorized by appropriate action.

(f) Other Documents. Any other agreement, document or instrument required by this Agreement to be delivered by Seller or reasonably necessary to carry out the provisions of this Agreement.

Seller shall deliver to Buyer and Buyer's attorney, copies of all of the foregoing documents at least three (3) days prior to closing for Buyer's review. Buyer acknowledges that the deed of conveyance for the property will include a deed restriction with a right of reverter in the event Buyer fails to materially comply with the stated requirements of this Agreement including, but not limited to, constructing and maintaining the Property in accordance with all requirements of Paragraphs 12 (C) and 35.

## 12. **Buyer's Deliveries.**

Buyer shall deliver to the Seller at Closing, and simultaneously with Seller's delivery of the final documents required in Section 11, the following:

(a) Purchase Price. Pay to Seller the Purchase Price by wire transfer of funds, adjusted for the prorations and adjustments provided for in this Agreement.

(b) Other Documents. The Lien for Reimbursement as referenced in Exhibit B, together with any other agreement, document or instrument required by this agreement to be delivered to Seller or reasonably necessary to carry out the provisions of this agreement.

(c) City Park. Buyer to provide Seller a detailed explanation of what amenities are included in a reconfiguration of the existing park space and an estimated cost for maintenance. Buyer shall pay and provide up to \$100,000.00 in improvements to the existing park and such improvements shall be in accordance with Exhibit D and approved by the City of Wyandotte Planning Commission and City of Wyandotte Recreation Commission. These improvements shall be completed no later than issuance of a final Certificate of Occupancy for the Property by the City of Wyandotte. If improvements are altered then such alteration shall be subject to Seller's approval in its sole discretion. In addition, Buyer to maintain park and sidewalks in and around park.

13. **Closing and Recording Costs.**

Buyer shall pay for the Survey and the cost of the title search and examination, and the title insurance premium for the Title Policy. Seller shall pay for the state, county or local transfer tax and the documentary stamp taxes on the deed, if required by state statute and the per page cost to record the deed. Buyer shall also pay the cost to record any title corrective instruments. Each party shall pay its respective legal fees.

14. **Real Estate Taxes and Prorations.**

Special assessment liens or pending special assessment liens shall be assumed by the Buyer provided, however, that where the improvement has been substantially completed as of the Closing, such pending lien shall be treated as a certified lien and shall be paid by the Seller. The provisions of this Section 14 shall survive the Closing. Buyer and Seller acknowledge that the Property is currently tax exempt.

15. **Possession.**

The Buyer shall be granted full and exclusive possession of the Property as of the Closing.

16. **Covenants and Agreements of Seller.**

Seller hereby covenants and agrees that between the Effective Date of this Agreement and the Closing:

(a) Seller will not, without the Buyer's prior written consent, create by its consent any encumbrances on the Property which will affect the legal description of the Property or the physical character of the same. For purposes of this provision the term "encumbrances" shall include, but not be limited to, any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

(b) Seller shall pay all assessments and taxes prior to becoming delinquent.

(c) Seller will not create or consent to the creation of any special taxing districts or associations with the authority to impose taxes, liens or assessments on the Property.

(d) Seller will not remove any fill or cause any change to be made to the condition of the Property without the prior written consent of the Buyer.

(e) Seller shall take no action with respect to the Property that would alter or affect any of the representations or warranties of Seller under this Agreement or which would materially impair Buyer's future use and development of the Property.

(f) Seller agrees to hold title to the park property and to provide general liability insurance coverage for the existing park. Such obligation shall be a continuing obligation of the Seller as long as Buyer shall own the Property. Buyer agrees to maintain the park property which shall include a commercially reasonable standard of lawn maintenance, snow removal on sidewalks and general upkeep of the park property, including trimming and weeding of landscaping and lawn sprinkler maintenance.

Seller has vacated Cherry Street between 6<sup>th</sup> Street and 7<sup>th</sup> Street (subject to easements) and will convey the property to Buyer at Closing. Such conveyance shall be a condition precedent to Buyer's obligation to close on the Property

17. **Moratoria.**

If, at the time of Closing, there are sewer, water, building or other moratoria in effect which were not in effect prior to the expiration of the Investigation Period and which would interfere with the immediate construction and occupancy of the Intended Improvements, then Buyer, at its sole option, may: (i) terminate the Agreement and obtain a refund of the Deposit, whereupon the parties shall be relieved from all further liabilities and obligations hereunder; (ii) close the transaction without regard to the moratoria; or (iii) extend the Closing for the earlier of ten (10) days following the removal of the moratoria, or six (6) months. If at the end of the six (6) month period the moratoria have not been removed, Buyer may elect either (i) or (ii) only.

18. **Real Estate Broker.**

Seller hereby warrants to the Buyer that Seller has not engaged or dealt with any broker or agent with respect to the purchase and sale of the Property as contemplated by this Agreement. Seller shall indemnify and hold the Buyer harmless against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation and appeal). Buyer shall ever suffer or incur because of any claim by any broker or agent claiming to have dealt with the Seller, whether or not meritorious, for any commission or other compensation with respect to this Agreement or to the purchase and sale of the Property in accordance with this Agreement.

Buyer hereby warrants to the Seller that Buyer has not dealt with any broker or agent with respect to the purchase and sale of the Property as contemplated by this Agreement. Buyer shall indemnify and hold the Seller harmless against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation and appeal) Seller shall ever suffer or incur because of any claim by any broker or agent claiming to have dealt with the Buyer, whether or not meritorious, for any commission or other compensation with respect to this Agreement or to the purchase and sale of the Property in accordance with this Agreement.

19. **Condemnation.**

In the event of the institution against the record owner of the Property of any proceedings, judicial, administrative or otherwise, relating to the taking, or to a proposed taking of any portion of the Property by eminent domain, condemnation or otherwise, prior to Closing, or in the event of the taking of any portion of the Property by eminent domain, condemnation or

otherwise, prior to Closing, then the Seller shall notify the Buyer promptly and the Buyer shall have the option, in its sole and absolute discretion to (i) terminate this Agreement and obtain a full refund of the Deposit. Such election must be made by the Buyer within thirty (30) days of the notice furnished by Seller. In the event of a condemnation or taking action against the Property, Seller will not be obligated to convey Property to Buyer.

20. **Default.**

If this transaction does not close due to a default on the part of the Buyer, and if such default is not remedied within ten (10) days after written notice to Buyer, then the Deposit (or any portion thereof actually delivered to Escrow Agent), together with all interest accruing thereon (if any), shall be delivered by the Escrow Agent to the Seller as liquidated and agreed upon damages; and thereafter, the Buyer shall be relieved from all further obligations under this Agreement and the Seller shall have no further claim against the Buyer for specific performance or for damages by reason of the failure of the Buyer to close this transaction. The remedy provided for herein shall be Seller's exclusive remedy in the event of a default by Buyer.

If this transaction fails to close due to a default on the part of the Seller, and if such default is not remedied within ten (10) days after written notice to Seller, then at the option of the Buyer the Deposit, together with all interest accruing thereon (if any), shall be returned by the Escrow Agent to the Buyer, or Buyer shall have the right to proceed against Seller in an action for specific performance of this Agreement unless specific performance is not available to Buyer, in which case Buyer may seek any other remedy available at law or equity.

21. **Escrow.**

The Escrow Agent is receiving funds and is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by the Buyer. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court in the county where the Property is located, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent, shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein the Escrow Agent, acting as escrow agent solely, is made a party by virtue of acting as such Escrow Agent, hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover reasonable attorneys' fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party and shall include attorneys' fees through appellate proceedings. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of money subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent.

22. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties.

23. **Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and permitted assigns.

24. **Survival of Provisions.**

All representations, warranties and agreements contained herein shall survive the closing and delivery of the deed of conveyance contemplated by this Agreement.

25. **Waiver; Modification.**

The failure by the Buyer or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof, and except to the extent conditions are waived by the express terms of this Agreement, nothing shall constitute a waiver of the Buyer's right to insist upon strict compliance with the terms of this Agreement. Either party may waive the benefit of any provision or condition for its benefit which is contained in this Agreement. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties.

26. **Governing Law; Venue.**

This Agreement shall be governed by and construed under the laws of the State of Michigan. The venue of any litigation in connection with this Agreement shall be in the county where the Property is located.

27. **Headings.**

The paragraph headings as set forth in this Agreement are for convenience or reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any paragraph herein.

28. **Notices.**

Any notice, request, demand, instruction or other communication to be given to either party, except where required by the terms of this Agreement to be delivered at the Closing, shall be in writing and shall be sufficiently made or given only when delivered in person, by overnight courier, or by U.S. certified mail, return receipt requested, or sent by facsimile or electronic mail with the original simultaneously sent by nationwide overnight courier service as follows:

If to Buyer: Jonesboro Investments Corp.  
7160 Chagrin Road, Suite 250  
Chagrin Falls, Ohio 44023  
Attn: Timothy M. Morgan  
Telephone: (440) 247-3900  
Telecopy: (440) 247-3930  
E-mail: tmorgan@jonesborocorp.com

If to Buyer: Coachlight Properties LLC  
2289 7<sup>th</sup> Street  
Wyandotte, Michigan 48192  
Telephone: (734) 341-4873  
Telecopy: \_\_\_\_\_  
E-mail: jdisanto@sbcglobal.net

If to Seller: City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192  
Attn: Mark Kowalewski, City Engineer  
Telephone: (734) 324-4554  
Telecopy: \_\_\_\_\_  
E-mail : mkowalewski@wyandottemi.gov

If to Seller : City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192  
Attn: Lawrence S. Stec, City Clerk  
Telephone: (734) 324-4562  
Telecopy: \_\_\_\_\_  
E-mail: clerk@wyan.org

If to the Escrow Agent: First American Title Insurance Company  
251 E. Ohio Street, Suite 200  
Indianapolis, IN 46204  
Attn: Jeff Wainscott  
Telephone: (317) 829-6720  
Telecopy: (714) 481-4527  
E-mail: jwainscott@firstam.com

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been dated, given and received: (i) on the date of actual receipt if transmitted by overnight courier, hand delivery, or U.S. certified mail, return receipt requested, if a signed receipt is obtained; (ii) on the date of transmission, if transmitted by facsimile or electronic mail, provided such notice is simultaneously forwarded by nationwide overnight courier service.

29. **Assignment.**

Buyer may assign this Agreement, together with all of Buyer's interest in the Deposit, to an entity managed or controlled by, or affiliated with Buyer subject to the written approval of the Seller, which approval shall not be unreasonably withheld. Any Assignee of the Buyer will be a legally formed business entity in accordance with the laws of the State of Michigan.

30. **Attorneys' Fees.**

Each party to this Agreement will bear its own costs (including attorneys' fees) incurred in connection with any litigation, arbitration or similar proceeding between the parties arising out of a dispute related to this Agreement, the Property or the transactions contemplated by this Agreement. Each party waives the right to recover attorneys' fees and other costs, if any, that otherwise would be available by statute or as a matter of law.

31. **Time of the Essence.**

Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or upon a specified date, provided however, if any deadline, or the date for performance falls on a Saturday, Sunday or federal holiday, the date for performance shall be extended to the next business day.

32. **Construction.**

Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

33. **Counterparts.**

To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signature of the persons required to bind the party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

34. **Waiver of Jury Trial.**

Each party hereby waives any right to a jury trial in connection with any dispute between the parties arising from this Agreement from any claim arising hereunder or in any course of conduct related hereto.

35. **City of Wyandotte Provisions.**

Buyer and Seller expressly agree to the following provisions regarding the development of the Property:

- A. The Property is intended to be developed, constructed and operated for occupancy by tenants fifty-five (55) years of age and older. The Required Improvements shall be operated as an age restricted independent and continuing care senior community (as defined in Paragraph 35B) in compliance with all federal, state and local laws, including the Fair Housing Act and any applicable provisions of Michigan law, and neither the Buyer or Seller shall have the right to amend the age-restricted status of the Property, provided that, the foregoing prohibition shall not apply where such amendment is required to comply with federal, state or local law. Persons under nineteen (19) years of age may stay overnight in a residential unit for up to, but not exceeding fourteen (14) days during any twelve (12) consecutive month period and shall not be entitled to occupy any unit. Each residential unit shall be occupied by persons fifty-five (55) years of age and older. Seller and Buyer agree that Seller shall record a deed restriction upon conveyance in a form that includes the provisions of Paragraph 11(a) and shall operate the Required Improvements in accordance with Exhibit F.
- B. Seller shall have a reasonable right of approval for architectural and building elevations for the development of any new units to be added to the existing McKinley School. In addition, the Wyandotte City Museum will have the right to salvage areas of the building that would be demolished, or salvaged items in the portion of the building that will not be demolished and items that will not be reused in the remodeling of the building. Buyer covenants to provide a maximum number of one hundred (100) residential senior units, with no more than 28 units available for age restricted independent living. Two (2) parking spaces shall be provided for each independent living unit. The other 72 units shall be for continuing care. The term "Continuing care" shall only include assisted living and memory care as specifically defined below. :
  - Assisted Living: Seniors needing assistance with most aspects of their daily routine. Facility provides 24/7 staffing with a higher ratio of caregivers to residents than independent living with services. Residents generally need constant attention and assistance with most aspects of daily life and do not leave the facility very often and definitely not unsupervised.

Monthly leases are higher than independent living with services. Residents are evaluated on a regular basis and a lot of times leases go up as your mobility decreases. Residents need to be able to feed themselves as a general rule. Only nine (9) assisted living tenants will be permitted to have cars.

- Memory Care: Specialized assisted living for the care of residents with dementia and Alzheimer's. Residents are separated from the general assisted living population and the ratio of caregivers to residents increases again. Residents are watched constantly to keep them from harming themselves or those that surround them. Residents need assistance in every aspect of their lives and have lost all mental decision making capabilities. Facility is secured and residents are not allowed to leave on their own. Memory Care tenants shall not be permitted to have cars.
- Parking. This parking restrictions described above shall be made part of the final PD site plan and requirements and shall also be part of the Deed Restriction in a form approved by the City of Wyandotte and the deed restriction will not be subordinated to any lender or other party.

The above limit on parking shall be placed by the buyer and all subsequent owners in the governing document for this development (Example: By laws, association requirements, policies and procedures, etc).

The lease or occupancy agreements shall contain a provisions indicting how many motor vehicles shall be allowed for each particular unit (whether the vehicle is being parked off street in the parking complex, or on the street). The buyer and any subsequent owner of this development shall be obligated to enforce this parking restriction and shall provide to the City of Wyandotte upon the City's request, copies of the lease provisions for each unit to verify compliance. This parking restriction is binding upon Buyer and any of its successors, assigns, or grantees and shall run with the land.

C. Buyer shall be required to provide to Seller a detailed explanation of the financing for the market rate senior development (within sixty (60) days prior to closing), including but not limited to:

- i. The identity of all anticipated lenders;
- ii. A description of all financial commitments in place for the development;
- iii. Detailed background of all project participants;
- iv. Disclosure of the estimated total development cost including proposed rental rates;
- v. Review of Site Plan, including number of parking spaces provided;
- vi. Review of estimated property taxes with Seller.

- vii. Confirmation that the lender is aware of all conditions of this agreement including but not limited to the deed restrictions;
  - viii. Provide entity of chosen general contractor for the proposed development.
  - ix. Copy of Buyer's residential lease agreement.
  - x. Buyer will deliver to Seller sixty (60) days prior to closing the verification of occupancy policy and forms referenced in this agreement including Exhibit F.
- D. Buyer shall be obligated to secure a one hundred percent (100%) payment and performance bond from the general contractor for the proposed development to ensure a timely completion of the development. Buyer anticipates naming Seller as an additional obligee on the payment and performance bond.
- E. Buyer acknowledges that City has advised that it may require outside consultants to advise the City on the above provided information and Seller may require Buyer to pay these outside consultant costs. However, Seller shall not engage such outside consultants without first securing written authorization from Buyer evidencing Buyer's approval to pay such consultant costs.
- F. Seller and Buyer acknowledge and agree that future tax revenue from the private development and ownership of the Required Improvements is a material part of the consideration to the Seller for any sale of the Property. Buyer agrees not to transfer or close on a sale of the Property to an entity that will result in the Property or buildings being exempt from local real estate taxes without Buyer first paying monetary consideration to Seller as required by the Lien For Reimbursement (Exhibit B). Buyer has attached a real estate tax spreadsheet as evidenced in the attached Exhibit C to reflect the estimated property taxes to be received from the Buyer. The parties agree that the figures contained in Exhibit C are fluid and subject to change.
- G. Seller expressly agrees to support Buyer's pursuit and implementation of various tax incentives and grant or loan programs to assist with redeveloping the Property, if determined by Buyer to improve the financial feasibility of the Property, including but not limited to the following: (a) real property tax reduction for any eligible residential portion of the property, such as the Neighborhood Enterprise Zone (NEZ) Act, Act 147 of 1992, as amended or the Obsolete Property Rehabilitation Act PA 146 of 2000; (b) the Community Revitalization Program (CRP), any grant or loan program available through the Michigan Strategic Fund (MSF) and Michigan Economic Development Corporation (MEDC); (c) other economic assistance that may be available through any other programs available at the federal, state or local level (such as a Brownfield Tax Credit. Seller acknowledges that Buyer may submit a request for a Brownfield Plan, Tax Increment Financing reimbursements or other tax incentives for costs which are eligible pursuant to the Brownfield Statute and (d)

Federal Historic Tax Credit. Seller shall assist in providing the necessary documents to pursue any potential financial incentives.

- H. Buyer acknowledges receipt of the Seller's Phase I Environmental Site Assessment report.
- I. The conditions and requirements stated herein and in the agreement shall survive the Closing.
- J. Property will be developed in substantial accordance with preliminary Site Development Plan (Exhibit D). Buyer covenants and agrees that the existing McKinley School will not be demolished.
- K. Buyer covenants and agrees to provide one hundred and six (106) parking spaces for the proposed senior housing development (Exhibit E).
- L. Buyer will provide a written statement explaining in detail the full intent of the sponsor indicating the specifics of the development plan as it relates to the type of dwelling units, contemplated and resultant population; the extent of nonresidential development and the resultant traffic generated and parking demands created; and providing supporting documentation such as but not limited to; market studies, supporting land use request, and the intended scheduling of development."

36 This purchase agreement is contingent upon the City Council approving all requirements of the final plan for the PD planned development and the City Council being completely satisfied in its sole discretion, (after review by the planning commission) that sufficient off-street parking is provided.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year last below written.

**SELLER:**

**CITY OF WYANDOTTE, a municipal corporation**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: Joseph R. Peterson

Name: Lawrence S. Stec

Title: Mayor

Title: City Clerk

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**BUYER:**

**JONESBORO INVESTMENTS CORP, an Ohio Corporation**

By: \_\_\_\_\_

Name: Timothy M. Morgan

Title: President

Date of Execution: \_\_\_\_\_

**COACHLIGHT PROPERTIES LLC, a Michigan limited liability company**

By: \_\_\_\_\_

Name: Giuseppe DiSanto

Title: Managing Member

Date of Execution: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY**

**01875 THRU 1882 LOTS 1 TO 14 INCL PLAT OF PART OF THE CITY OF  
WYANDOTTE, BLOCK 179 T3S R11E L1 P295 WCR**

EXHIBIT "A"

PROPERTY

**01875 THRU 1882 LOTS 1 TO 14 INCL PLAT OF PART OF THE CITY OF  
WYANDOTTE, BLOCK 179 T3S R11E L1 P295 WCR**

## Exhibit B

### **Lien on Property to Secure Agreement for Reimbursement**

The parties acknowledge, as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that part of the consideration for the sale of the property described herein (the "property") pursuant to a purchase agreement dated \_\_\_\_\_ between Coachlight Properties LLC/Jonesboro Investments Corp., ("Purchaser") by the City of Wyandotte ("Seller") 3200 Biddle Avenue, Wyandotte, MI 48192, was to have the property generate tax revenue in future years.

In the event part or all of the property (including any building or structure placed on the property) becomes tax exempt at any time within the first twenty (20) years after the sale of the property by Seller to Purchaser, Purchaser shall reimburse the Seller (which shall be considered part of the purchase price) in an amount determined in accordance with the following formula:

Expected taxable value of the property (including any building or structure on the property) which will be based upon the taxable value established in the year immediately preceding the year any of the property (including building and structures thereon) becomes tax exempt (subject to the last paragraph below in the event the taxable value is zero or the promised residential development has not been completed in full at the time it becomes tax exempt) times twenty (20) mills for each year that remains from the time that any of the property (including building and structures thereon) becomes tax exempt until twenty (20) years from date of the sale of the property from Seller to Purchaser. ("Remaining term")

This reimbursement to Seller shall be paid in one lump sum as follows:  
 $20 \text{ mills} \times \text{yearly expected taxable value} \times \text{remaining term}.$

For example, if any of the property (including buildings or structures thereon) becomes tax exempt five (5) years after the date of the sale to Purchaser by Seller, and the expected taxable value is \$3,750,000, for the year, the lump sum will be computed as follows:  
 $\$3,750,000.00 \times 0.020 \text{ mills} \times 15 \text{ years} = \$1,125,000.00$

The lump sum is due and payable on or before the date any of property (including building or structures thereon) becomes eligible to be tax exempt or is transferred, sold, or converted to a tax exempt entity (whichever occur first) and this agreement for reimbursement shall survive the closing of the property and shall remain in effect for twenty (20) years from the date of closing and constitutes a lien (which may be enforced by foreclosure, including foreclosure by advertisement) on the property described herein for twenty (20) years from the date the property is sold to Purchaser by Seller. This Agreement is an obligation for repayment and is also a lien on property to secure agreement for reimbursement and shall run with the land and be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. Seller agrees that this lien is not subordinate to the interest in the property of any current or future lender of Purchaser (and its successors and assigns), and shall execute such documents as reasonably request by such lender(s) to evidence such subordination.

Property located in the City of Wyandotte, County of Wayne, State of Michigan, described as:  
See attached legal description Addendum "A"

The property prior to closing was tax exempt and in the event a taxable value is not established because any of the property remains or becomes tax exempt after the closing and prior to the complete development of the residential units as set forth in the purchase agreement between Seller and Purchaser, the expected taxable value in that case will be based upon an appraisal of the property which will include Purchaser's promised development of the residential development as the purchase agreement between the parties.

[Signatures on next page]

Dated: \_\_\_\_\_

COACHLIGHT PROPERTIES LLC, PURCHASER  
A Michigan Limited Liability Company

JONEBORO INVESTMENTS CORP, PURCHASER  
an Ohio Corporation

By: Giuseppe DiSanto, Manager Member

\_\_\_\_\_  
Timothy M. Morgan, President

City of Wyandotte, Seller

By: Joseph R. Peterson, Mayor

\_\_\_\_\_  
Lawrence S. Stec, City Clerk

STATE OF MICHIGAN  
COUNTY OF WAYNE ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019 before me, a Notary Public, in and for said County, personally appeared Giuseppe DiSanto, to me personally known, who, being by me duly sworn, did say that he is the Manager Member of Coachlight Properties LLC, A Michigan Limited Liability Company and Timothy M. Morgan, to me personally known, who being by me duly sworn, did say that he is the President of Jonesboro Investments Corp. an Ohio Corporation the corporation named in and which executed the within instrument, and the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Acting in \_\_\_\_\_  
My Commission expires \_\_\_\_\_

Notary Public \_\_\_\_\_ County, Michigan

STATE OF MICHIGAN

.ss

COUNTY OF WAYNE

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019 before me, a Notary Public, in and for said County, personally appeared Joseph R. Peterson and Lawrence S. Stec, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Wyandotte, a Michigan Municipal Corporation the corporation named in and which executed the within instrument, and the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Acting in \_\_\_\_\_  
My Commission expires \_\_\_\_\_

Notary Public \_\_\_\_\_ County, Michigan

Instrument      William R. Look  
Drafted by      2241 Oak Street  
                     Wyandotte, MI 48192

• When            William R. Look  
• recorded       2241 Oak Street  
• return to       Wyandotte, MI 48192

# EXHIBIT C

McKinley School Redevelopment Project - Wyandotte, MI			
Tax Summary with Brownfield Plan from 2018-2040 & Obsolete Property Rehabilitation Act (OPRA) Tax Reduction (2018-2030)			
Taxing Unit	Incremental Taxes Paid	Taxes Returned to Taxing Unit	% of Tax Capture
<b>CITY OF WYANDOTTE</b>	-	-	-
City Operating	\$ 252,267	\$ 78	20%
City Operating Voted - 3.0 mills levied in 2014-2018 but expires for 2019 & future years (unless voters renew the millage)	\$ 315	\$ (0)	0%
City Refuse	\$ 52,668	\$ 16	4%
City Debt	\$ 52,668	\$ 52,668	0%
City Drain O&M (Drain #5)	\$ 55,732	\$ 17	4%
<b>LIBRARY</b>	-	-	-
Bacon Memorial District Library	\$ 32,150	\$ 10	3%
<b>LOCAL SCHOOL MILLAGES: excludes State School millages</b>	-	-	-
Wyandotte School District - School Debt	\$ 146,499	\$ 146,499	0%
<b>City Subtotal</b>	<b>\$ 592,300</b>	<b>\$ 199,289</b>	<b>31%</b>
<b>Net Tax Capture: City</b>	<b>-</b>	<b>\$ 393,011</b>	<b>-</b>
<b>WAYNE COUNTY</b>	-	-	-
Wayne County Operating	\$ 138,923	\$ 43	11%
Wayne County Jail	\$ 19,633	\$ 6	2%
Wayne County Parks	\$ 5,146	\$ 2	0%
Wayne County Transit Authority (WCTA) - SMART	\$ 20,928	\$ 7	2%
Wayne County Zoological Authority	\$ 2,093	\$ 2,093	0%
Wayne County Art Authority (DIA Millage)	\$ 4,186	\$ 4,186	0%
Huron Clinton Metro Parks Authority - HCMA	\$ 4,491	\$ 1	0%
<b>REGIONAL EDUCATIONAL SERVICE AGENCY (RESA)</b>	-	-	-
RESA - Special Education Operating	\$ 2,020	\$ 1	0%
RESA - Special Education	\$ 70,483	\$ 22	6%
RESA - Enhancement Millage: 2016-2021 (6 Years Voted: 11-8-2016)	\$ 840	\$ (0)	0%
<b>COMMUNITY COLLEGE</b>	-	-	-
Wayne County Community College	\$ 67,825	\$ 21	5%
<b>County &amp; Regional Subtotal</b>	<b>\$ 336,567</b>	<b>\$ 6,381</b>	<b>26%</b>
<b>Net Tax Capture: County &amp; Regional</b>	<b>-</b>	<b>\$ 330,186</b>	<b>-</b>
<b>STATE SCHOOL MILLAGES: excludes Local School millages</b>	-	-	-
State Education Tax - SET	\$ 213,336	\$ 79,127	11%
Local School Operating - LSO	\$ 640,007	\$ 237,381	32%
<b>State School Subtotal</b>	<b>\$ 853,343</b>	<b>\$ 316,508</b>	<b>43%</b>
<b>Net Tax Capture: State Schools</b>	<b>-</b>	<b>\$ 536,835</b>	<b>-</b>
<b>Total</b>	<b>\$ 1,782,210</b>	<b>\$ 522,178</b>	<b>-</b>
<b>Total Net Tax Capture:</b>	<b>-</b>	<b>\$ 1,260,032</b>	<b>100%</b>

Expenditures of Brownfield Plan Tax Increment Revenue Capture: Preliminary Estimate subject to approval by Brownfield Authority & Mayor and City Council	
Item	Amount
Eligible Activities	\$ 850,000
Interest @ 5% on Eligible Activities	\$ 267,124
<b>Subtotal</b>	<b>\$ 1,117,123</b>
Wyandotte Brownfield Redevelopment Authority: Reimbursement of Local Brownfield Redevelopment Authority Administrative & Operating Expenses	\$ 25,856
State of Michigan Brownfield Redevelopment Fund (MBRF): Funded from the capture of 3 mills from the State Education Tax (SET)	\$ 117,052
<b>Subtotal</b>	<b>\$ 142,909</b>
<b>Total</b>	<b>\$ 1,260,032</b>

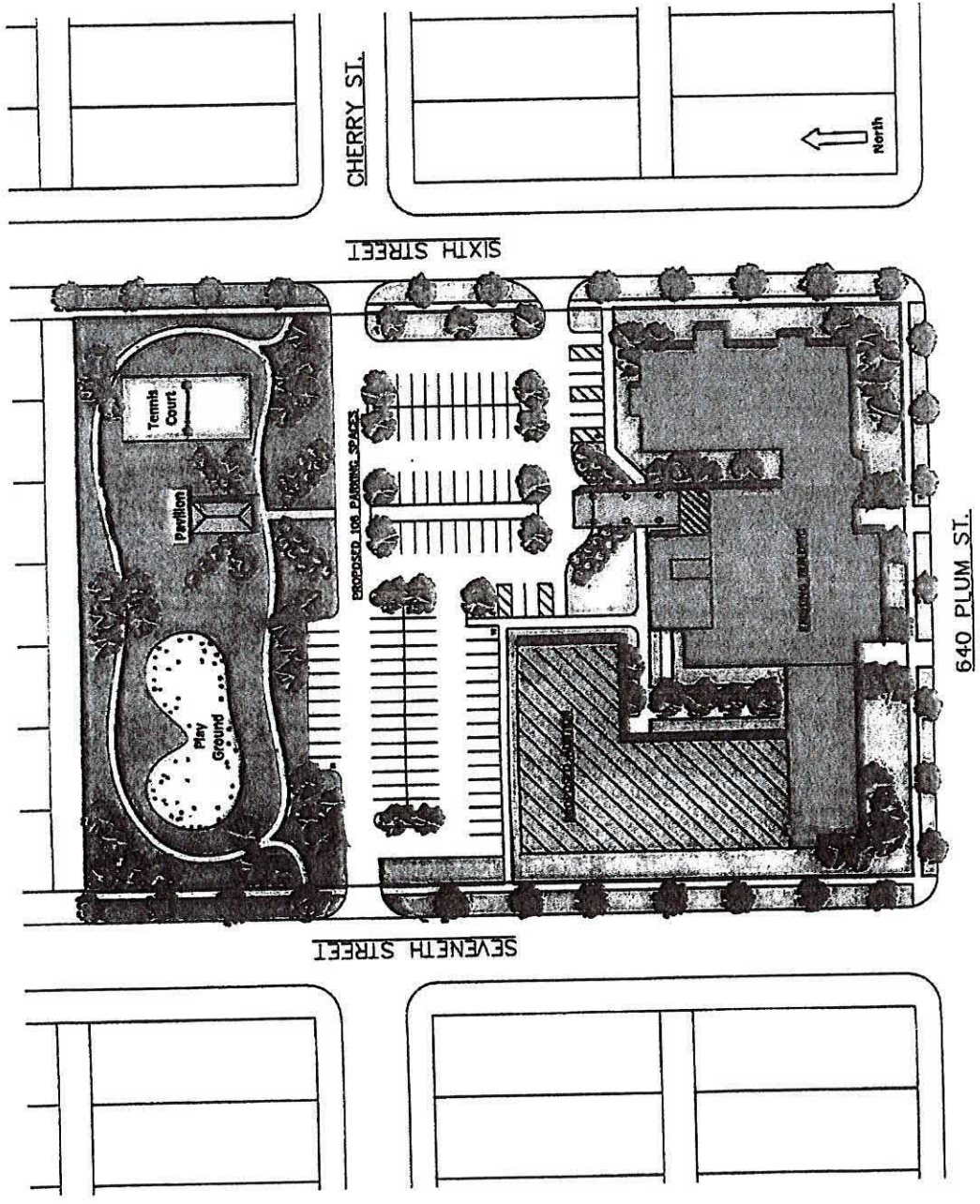
Last revised: 2/23/2017

## EXHIBIT D

### Estimated Cost of Improvements to Existing Park:

Relocate Existing Play Structure	\$ 18,000.00
Relocate Swings	\$ 9,000.00
Relocate Fitness Course	\$ 3,000.00
Construct New Pavilion	\$ 24,000.00
Refurbish Tennis Courts	\$ 6,000.00
Install Sprinkler System	\$ 4,000.00
Construct New Walking Trail	\$ 21,000.00
New Landscaping	\$ 6,000.00
Contingency	<u>\$ 9,000.00</u>
TOTAL	\$100,000.00

EXHIBIT E



McKinley Place  
Wyandotte, MI

Preliminary Site Development Plan

## Exhibit F

Buyer and Seller expressly agree to the following provisions regarding the development of the Residential Housing Facility:

The property shall be developed, constructed and operated for residential occupancy whereby all of the tenants shall be fifty-five (55) years of age or older. The required improvements shall be operated as an age restricted independent senior community in compliance with this section and neither the Buyer or Seller shall have the right to amend the age-restricted status of the Property as required by this agreement provided that, the foregoing prohibition shall not apply where such amendment is required to comply with federal, state or local law. Persons under nineteen (19) years of age may stay overnight in a residential unit for up to, but not exceeding fourteen (14) days during any twelve (12) consecutive month period and shall not be entitled to occupy any unit. Each occupant of each residential unit shall be persons fifty-five (55) years of age or older. The housing facility or community shall publish and adhere to policies and procedures that demonstrate its intent to satisfy the age restrictions of this agreement and to qualify for the federal exemption. It is the Buyer's responsibility to make these requirements known to any board, management company, association, etc. that will be managing this development once completed and to insure the required policies and verifications will be implemented.

For purposes of this agreement, housing facility means any dwelling or group of dwelling units governed by a common set of rules, regulations or restrictions.

For purposes of this agreement, occupied unit means:

- (1) A dwelling unit that is actually occupied by one or more persons who are all 55 years of age or older; or
- (2) A temporarily vacant unit, if all the occupants are 55 years of age or older and have resided in the unit during the past year and intend to return to the unit as their residence.
- (3) Occupancy of a unit by persons who are necessary to provide a reasonable accommodation to disabled residents as required by § 100.204 of the federal register and who are under the age of 55 is allowed.

In order for the housing facility or community to qualify as housing designed to require all persons to be 55 years of age or older as required by this agreement, it must publish and adhere to policies and procedures that demonstrate its intent to operate as housing for all persons 55 years of age or older. The following factors, among others, are considered relevant in determining whether the housing facility or community has complied with this requirement:

- (1) The manner in which the housing facility or community is described to prospective residents;
- (2) Any advertising designed to attract prospective residents;
- (3) Lease provisions;
- (4) Written rules, regulations, covenants, deed or other restrictions;
- (5) The maintenance and consistent application of relevant procedures;

## Exhibit F

(6) Actual practices of the housing facility or community; and

(7) Public posting in common areas of statements describing the facility or community as housing for persons 55 years of age or older.

Phrases such as “adult living”, “adult community”, or similar statements in any written advertisement or prospectus are not consistent with the intent that the housing facility or community intends to operate as housing for persons 55 years of age or older.

### Verification of occupancy

In order for a housing facility or community to qualify as housing for persons 55 years of age or older under the terms of this agreement, it must be able to produce verification of compliance with the age requirement through reliable surveys and affidavits.

The Buyer shall initially develop procedures for routinely determining the occupancy of each unit, including the identification of whether all occupants of each unit is 55 years of age or older which procedures shall be submitted to the City of Wyandotte at least sixty (60) days prior to closing for the city’s review and approval. Such procedures may be part of a normal leasing arrangement. Any amendments to the by-laws for this housing facility that pertains in any way with the age requirements (55 years of age or older) shall be submitted to the City of Wyandotte for review and approval.

The procedures described in the above paragraph must provide for regular updates, through surveys or other means, of the initial information supplied by the occupants of the housing facility or community. Such updates must take place at least once every two years and shall be submitted to the City of Wyandotte for its review and approval. An annual written certification of tenants being fifty-five (55) years of age and older shall be delivered to the City Clerk annually by Housing Facility. Any of the following documents are considered reliable documentation of the age of the occupants of the housing facility or community:

(1) Driver’s license;

(2) Birth certificate;

(3) Passport;

(4) Immigration card;

(5) Military identification;

(6) Any other state, local, national, or international official documents containing a birth date of comparable reliability; or

(7) A certification in a lease, application, affidavit, or other document signed by any member of the household asserting that all of the persons in the unit are 55 years of age or older.

A facility or community shall consider any one of the forms of verification identified above as adequate for verification of age, provided that it contains specific information about current age or date of birth.

## Exhibit F

### Policies

The housing facility or community must establish and maintain appropriate policies to require that occupants comply with the age verification procedures required by this agreement.

If the occupants of a particular dwelling unit refuse to comply with the age verification procedures, the housing facility or community may, if it has sufficient evidence, consider the unit to be occupied by all persons 55 years of age or older. Such evidence may include:

- (1) Government records or documents, such as local household census;
- (2) Prior forms or applications; or
- (3) A statement from an individual who has personal knowledge of the age of the occupants. The individual's statement must set forth the basis for such knowledge and be signed under the penalty of perjury.

A summary of occupancy surveys shall be available for inspection upon reasonable notice and request by the City of Wyandotte.

The parties to this agreement acknowledge that while the housing for older persons acts requires at least 80% of the occupants to be 55 years of age or older, this agreement and the deed restriction requires all occupants to be 55 years of age or older.

All of the above requirements shall be included in a deed restriction in a form approved by the City of Wyandotte at the time of closing. The deed restrictions shall not be subordinated to any lender or other party.

## EXHIBIT G

### Project Timeline

<i>May 2019</i>	Land Acquired via Real Estate Purchase Agreement (City of Wyandotte)
<i>May 2019</i>	Submittal to City of Wyandotte Planning Commission for Parking Approval within Preliminary PD and Site Plan (prior to May 15, 2019)
<i>June 2019</i>	Phase 1 Environmental Initiated
<i>July 2019</i>	Survey/Civil Engineering Initiated Formation of Limited Partnership
<i>September 2019</i>	Application for Construction Financing Application for Permanent Financing Submittal of Age Restriction Documents (City of Wyandotte)
<i>October 2019</i>	Submittal of Site and Landscaping Plan Documents (City of Wyandotte) Application for Final PD and Site Plan Approval (City of Wyandotte)
<i>December 2019</i>	City Council and Planning Commission Approval (Final Site Plan/PUD) Buyer to provide to Seller a written update on project financing
<i>January 2020</i>	Approval from National Park Service (Historic Tax Credits) Application for Building Permit (City of Wyandotte) Submittal of Contractor Firm Hired by Owner (City of Wyandotte)
<i>February 2020</i>	Governmental Approval Period Deadline (February 28, 2020)
<i>March 2020</i>	Issuance of Building Permit (City of Wyandotte) Construction Financing Committed/Closed Permanent Financing Committed/Closed
<i>March 2020</i>	Land Closing (City of Wyandotte)
<i>April 2020</i>	Site Preparation Commencement of Construction

*June 2021*

Construction Completion  
Occupancy Approval

PARKING CALCULATION  
MCKINLEY SCHOOL PROPERTY

	Zoning: PD Planned Development	
UNITS	DEVELOPERS PROPOSED USES	PARKING SPACES REQUIRED
28	<u>Existing Building:</u> 28 Market Rate Apartments	
	28 Units x 2 Parking Space/unit	56
	1 Space for each guest parking space: 28 Units/8 Units	4
	<u>Proposed Two Story Addition</u>	
35	1st Floor: 35 Assisted Living Units	
	35 Units x 1 Parking Space/3 Units	12
	2nd Floor: 37 Memory Care Units	
37	37 Units x 1 Parking Space/3 Units	13
	<u>Employees in Largest Shift:</u>	
	6 Care Workers for Two Story Addition	6
	1 Administration Office	1
	1 Maintenance Worker	1
	2 Food Care Workers	2
	2 Healthcare Technicians for Two Story Addition	2
100	TOTAL UNITS	
	TOTAL REQUIRED PARKING	97
	<b>NOTE:</b> If the Planning Commission recommends guest parking for assisted living, this would increase parking 35 units/8 units.	5
	SITE PLAN PROVIDED PARKING	106
	<b>PROPOSED USE MEETS THE REQUIRED PARKING</b>	
	MARK KOWALEWSKI 03/28/19	

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2018-21**

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: January 22, 2018

MOVED BY: Councilperson Sabuda

SUPPORTED BY: Councilperson Calvin

BE IT RESOLVED that the communication from the City Engineer regarding the First Amendment to Contract of Purchase for the sale of the former McKinley School Site at 640 Plum Street with Coachlight Properties LLC/Jonesboro Investments Corp. is hereby approved and the Mayor and City Clerk are authorized to sign said First Amendment to Contract of Purchase.  
Motion unanimously carried.

**I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on January 22, 2018 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.**

  
\_\_\_\_\_  
Lawrence S. Stec  
City Clerk

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE:

AGENDA ITEM # \_\_\_\_\_

**ITEM:** Sale of Former McKinley School at 640 Plum Street

**PRESENTER:** Mark A. Kowalewski, City Engineer



**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** On February 27, 2017, City Council approved the sale for the former McKinley School Site at 640 Plum Street with Coachlight Properties LLC/Jonesboro Investments Corp (See attached Council Resolution).

Coachlight Properties LLC/Jonesboro Investments Corp is requesting an Amendment to Contract of Purchase by extending the expiration date for Governmental Approvals and Finance Approval until September 15, 2018, and the Closing Date until September 30, 2018, respectfully. The reasons for the extension are:

- Uncertainty over the fate of the Federal Historic Tax Credit Program, which was retained as of 12/31/17.
- Delay in securing final bids for the historic restoration construction for McKinley School.
- A protracted process to determine the extent of Michigan Economic Development Corporation (MEDC) involvement in the McKinley School project including the Michigan Community Revitalization Program (MCRP) grant program.

Also, attached is an updated timeline of activities prior to closing.

The undersigned recommends approval of the First Amendment to Contract of Purchase.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in committing to maintaining and developing excellent neighborhoods by utilizing vacant school properties and other space to add age-appropriate public amenities to residential areas and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructure in residential areas.

**ACTION REQUESTED:** Authorize the Mayor and City Clerk to execute the First Amendment to Contract of Purchase.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Future maintenance costs to school building avoided and additional revenue received by the City after the building is closed and sold.

**IMPLEMENTATION PLAN:** Execute First Amendment to Contract of Purchase and close on property.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

**LEGAL COUNSEL'S RECOMMENDATION:** Reviewed FIRST Amendment 

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** Request for Council Action dated February 27, 2017, Updated Timeline prior to closing and First Amendment to Contract of Purchase

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2016-83**

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: February 27, 2017

MOVED BY: Councilperson Schultz

SUPPORTED BY: Councilperson VanBoxell

BE IT RESOLVED that the communication from the City Engineer regarding the Purchase Agreement for the sale of the former McKinley School Site at 640 Plum Street with Coachlight Properties LLC/Jonesboro Investments Corp. is hereby approved and the Mayor and City Clerk are authorized to sign said Agreement.

Motion carried.

YEAS: Councilpersons Fricke, Sabuda, Schultz, VanBoxell

NAYS: None

ABSTAIN: Councilperson Galeski

ABSENT: Councilperson Miciura

**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 February 27, 2017 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.**

  
\_\_\_\_\_  
Lawrence S. Stec  
City Clerk

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** February 27, 2017

**AGENDA ITEM #** \_\_\_\_\_

**ITEM:** Sale of Former McKinley School at 640 Plum Street

**PRESENTER:** Mark A. Kowalewski, City Engineer



**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** On January 23, 2017, City Council accepted the proposal from Coachlight Properties LLC/Jonesboro Investments Corp. and authorized the City Engineer and City Attorney to negotiate a Purchase Agreement for the sale and redevelopment of the former McKinley School at 640 Plum. We recommend this Agreement be approved because:

- The proposal is a quality redevelopment of the property as a senior residential facility.
- The Developer is experienced, qualified and has shown a readiness to redevelop the property.
- This is the highest and best use of the property determined by impact to the City in terms of dollars invested (\$7,500,000), positive financial impact for downtown merchants, and long-term tax base generated.
- The development is consistent with the City's Strategic Plan.

At the July 25, 2016, City Council meeting a proposed Purchase Agreement was presented to City Council with the requested action to approve sixty (60) units within the existing building and an addition with the City Engineer and City Attorney to conclude negotiations. This motion was denied. Since, all issues that have been raised have been addressed, the attached Purchase Agreement includes sixty (60) units (Section 35.B). All other changes from the July 25, 2016, Agreement are identified as redlines in the attached Agreement. The following items of major interest that were discussed at public hearings or concerns of Elected Officials may be found at the following Sections:

- Section 2(a): Sale of the property for \$1.00.
- Section 35.B: Parking will be provided at a rate of 1.5 parking spaces per unit.
- Section 35.B: Any additions to the building will be a complimentary architectural style of the existing building.
- Section 12(c): Reconfiguration of existing park space with buyer committing up to \$100,000 for improvement subject to City's approval. Buyer to maintain Public Park.
- Section 35(G): The City's support of an Obsolete Property Rehabilitation Act Exemption (OPRA) and Brownfield Plan would be included in the Agreement.
- Section 35(G): The City's support of Federal Historic Tax Credit.
- Exhibit D: Inclusion of an approach for entrance/exit to Seventh Street.
- Section 35a: Occupancy by tenants that are fifty-five (55) years of age or older.
- Section 35C: Buyer to provide detailed explanation of the financing sixty (60) days prior to closing.
- Section 35D: Developer will procure 100% payment and performance bond.
- Exhibit C: Capturing of State School Tax is a part of a future Brownfield Plan.

Also, attached is a Development Timeline with milestone dates from approval of the Purchase Agreement to Occupancy of the building.

In additional, attached is a communication from Jonesboro Investments Corp indicating the ability to finance the project.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in committing to maintaining and developing excellent neighborhoods by utilizing vacant school properties and other space to add age-appropriate public amenities to residential areas and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructure in residential areas.

**ACTION REQUESTED:** Authorize the Mayor and City Clerk to execute the Purchase Agreement.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Future maintenance costs to school building avoided and additional revenue received by the City.

**IMPLEMENTATION PLAN:** Execute Purchase Agreement and close on property.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *J. Dunsdale*

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:** *J.P.*

**LIST OF ATTACHMENTS:** Purchase Agreement, Development Timeline, Financing Letter

**RESOLUTION**

Wyandotte, Michigan  
February 27, 2017

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the Purchase Agreement for the sale of the former McKinley School Site at 640 Plum Street with Coachlight Properties LLC/Jonesboro Investments Corp. is hereby approved and the Mayor and City Clerk are authorized to sign said Agreement.

BE IT RESOLVED that Council

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

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

## **RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the new Agreement for Purchase and Sale of the former McKinley School Site at 640 Plum Street with Coachlight Properties LLC/Jonesboro Investments Corp. is hereby approved and the Mayor and City Clerk are authorized to sign said Agreement for Purchase and Sale as presented to Council; AND

BE IT FURTHER RESOLVED that the Planning Commission as part of its review of the Planned Development Plans review the parking needs for this type of project being located in a residential neighborhood and provide a recommendation to City Council.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 8, 2019

AGENDA ITEM # 24a

**ITEM:** City Engineer Salary

**PRESENTER:** William R. Look, City Attorney

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Greg Mayhew has been appointed City Engineer for a two (2) year term.  
The Ordinance setting his salary is attached for a first reading.

**STRATEGIC PLAN/GOALS:**

**ACTION REQUESTED:** Conduct first reading of Ordinance

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

**IMPLEMENTATION PLAN:**

**COMMISSION RECOMMENDATION:**

**CITY ADMINISTRATOR'S RECOMMENDATION:** Approved *J. Dysdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Approved *W. Look*

**MAYOR'S RECOMMENDATION:** *J.R.P.*

**LIST OF ATTACHMENTS:**

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that a first reading of Ordinance be held on April 8, 2019 to set the salary for the City Engineer.

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 DETERMINING THE SALARY FOR THE CITY OF WYANDOTTE ENGINEER**

The City of Wyandotte Ordains:

### **Section 1. City Engineer.**

Commencing April 15, 2019 and expiring on April 17, 2021, the City Engineer shall receive an annual salary in the sum of \$98,000.00.

In addition, the following apply to the City Engineer:

1. The City Engineer will not be enrolled in the City's defined contribution plan.
2. The City Engineer may elect to participate in the City's Section 457 Deferred Compensation Plan and/or Section 125 Cafeteria Plan, at any time during his employment.
3. The City Engineer, his spouse and dependents shall not be eligible for the same insurance benefits or other benefits and services (as outlined in Article II of the Personnel Policy Handbook) as other City non-union administrative employees.
4. City Engineer will be entitled to the same paid holidays as City non-union administrative employees.
5. City Engineer shall earn one (1) sick day per month worked. Vacation time shall be earned monthly in accordance with the same schedule of benefits available to other City non-union administrative employees at the twenty-one (21) year level.
6. City Engineer shall be eligible for three (3) personal days per calendar year (pro-rated for calendar year 2019).
7. City Engineer shall receive any accrued, unused vacation at the end of his employment with the City shall not be entitled to compensatory time off.

The City Engineer shall execute and be subject to the employment agreement with the City of Wyandotte which terms are incorporated herein by reference.

### **Section 2. Repeal.**

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

**Section 3. Effective Date.**

This Ordinance takes effect fifteen (15) days from the date of its passage and a summary shall be published in a newspaper circulated in the City of Wyandotte within ten (10) days after the adoption.

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

YEAS	COUNCILMEN	NAYS
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

Absent: \_\_\_\_\_

I hereby approve the adoption of the foregoing ordinance this \_\_\_\_\_ day of April, 2019.

**CERTIFICATE**

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on \_\_\_\_\_, the \_\_\_\_\_ day of April, 2019.

Dated: April \_\_\_\_\_, 2019

\_\_\_\_\_  
**JOSEPH R. PETERSON, Mayor**

\_\_\_\_\_  
**LAWRENCE STEC, City Clerk**

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 8, 2019

AGENDA ITEM # **24b**

**ITEM:** Fireworks Ordinance

**PRESENTER:** William R. Look, City Attorney

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** The State Legislature has made changes to the State Law. Fireworks may be limited to twelve (12) days a year rather than thirty (30) days. The fireworks are permitted surrounding New Years Eve, Memorial Day, Fourth of July, and Labor Day Holidays. I have discussed this Ordinance change with the Police and Fire Chiefs.

**STRATEGIC PLAN/GOALS:**

**ACTION REQUESTED:** Schedule A first reading of Ordinance for April 8

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None

**IMPLEMENTATION PLAN:**

**COMMISSION RECOMMENDATION:**

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:**

*W Look*

**MAYOR'S RECOMMENDATION:** *Alt.*

**LIST OF ATTACHMENTS:**

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that a first reading of Ordinance be held on April 8, 2019 to amend the City's Fireworks Ordinance.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

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

**AN ORDINANCE ENTITLED  
AN ORDINANCE TO AMEND ARTICLE III OF CHAPTER 11  
ENTITLED “FIREWORKS”**

**THE CITY OF WYANDOTTE ORDAINS:**

**Section 1. Amendment of Chapter 11, Article III “Firework Safety Standards”**

**Fireworks Safety Standards**

**Sec. 11-51. Definitions.**

The terms used in this article, whether capitalized or not will have the following meaning:

*Act* means the Michigan Fireworks Safety Act, Act 256 of 2011, and any amendments to the Act which may be from time to time adopted.

*APA standard 87-1* means 2001 APA standard 87-1, standard for construction and approval for transportation of fireworks, novelties, and theatrical pyrotechnics, published by the American Pyrotechnics Association of Bethesda, Maryland.

*Articles pyrotechnic* means the pyrotechnic devices for professional use that are similar to consumer fireworks in chemical composition and construction but not intended for consumer use, that meet the weight limits for consumer fireworks, but are not labeled as such, and that are classified as UN0431 or UN0432 under 49 C.F.R. 172.101.

*Consumer Fireworks* means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission under 16 CFR parts 1500 and 1507, and that are listed in the APA standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks does not include low impact fireworks.

*Display Fireworks* means large fireworks devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration, or detonation as provided in 27 CFR 555.11, 49 CFR 172, and APA Standard 87-1, 4.1.

*Firework or Fireworks* means any composition or device, except for a starting pistol, a flare gun, or a flare, of non-toxic or non-explosive emissions, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks, as used in this Article, shall include consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects.

*Low Impact Fireworks* means ground and handheld sparkling devices as that phrase is defined under APA standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8 and 3.5.

*Minor* means an individual who is less than 18 years of age.

*Novelties* means that term as defined under APA standard 87-1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5 and all of the following:

- (i) Toy plastic or paper caps for toy pistols in sheets, strips, rolls, or individual caps containing not more than .25 of a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cap;
- (ii) Toy pistols, toy cannons, toy canes, toy trick noisemakers, and toy guns in which toy caps as described in subparagraph (i) are used, that are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and that are not designed to break apart or be separated so as to form a missile by the explosion;
- (iii) Filter sparklers in paper tubes not exceeding 1/8 inch in diameter;
- (iv) Toy snakes not containing mercury, if packed in cardboard boxes with not more than 12 pieces per box for retail sale and if the manufacturer's name and quantity contained in each box are printed on the box;
- (v) Toy smoke devices; and

*Person* means any individual, agent, legal representative, association, charitable organization, church, non-profit organization, unincorporated organization, labor organization, partnership, limited liability company, corporation, or any legal entity or commercial organization. An individual shall include a Minor as defined in this article.

*Sky lantern* means any device such as the placement of a candle in the bottom of a small bag which then causes the device to go into the air (similar to a hot air balloon) or any other similar type of device.

Except as otherwise provided, other terms used in this Article shall have the meaning ascribed to them in the Act, or, if not defined in the Act, under the APA standards.

## **Sec.11-52. Prohibited Fireworks and Devices.**

- (a) Consumer Fireworks.

A Person shall not ignite, discharge or use consumer fireworks except on the following days after 11 a.m.:

1. December 31 until 1 a.m. on January 1.
2. The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.
3. June 29 to July 4 until 11:45 p.m. on each of those days.
4. July 5, if that date is a Friday or Saturday, until 11:45 p.m.

5. The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.
6. A fine of one thousand (\$1,000.00) dollars shall be imposed for each violation of Sec. 11-52(a). The remitting of five hundred (\$500.00) dollars of the fine collected under Sec. 11-52(a) to the Wyandotte Police Department.

(b) Low Impact Fireworks.

Low Impact Fireworks may not be used, ignited or discharged during the hours of 11:00 p.m. and 9:00 a.m., and may not otherwise be discharged in violation of the Act, this ordinance, or in such a manner that it violates any other ordinance of the City of Wyandotte.

(c) Illegal Fireworks.

Any use, possession or discharge of any Fireworks that is prohibited and/or not approved by the State of Michigan or the State Fire Marshall, or that which contains a prohibited chemical, component, compound or composition under the APA 87-1 Standard, or any federal or state law or regulation, is prohibited at all times and places, regardless of how it is labeled.

(d) Sky Lanterns.

A sky lantern may not be used or released within the City of Wyandotte and are prohibited by federal regulations within 30 miles of any international airport.

**Sec.11-53. Minors.**

- (a) A Minor shall not use, discharge or ignite any Consumer Fireworks, at any time, nor on any day, including National Holidays, the day before and the day after a National Holiday.
- (b) A Minor shall not use, discharge, or ignite any low impact fireworks unless under the supervision of a parent or legal guardian, and the use, discharge and ignition is within permitted hours, and does not violate the provisions of the Act, this ordinance or in such a manner that it violates any other ordinance of the City of Wyandotte.

**Sec.11-54. Public Property.**

- (a) No person shall at any time or on any day, use, discharge or ignite any Fireworks, including Consumer Fireworks, and Low Impact Fireworks in public parks.

- (b) No Fireworks, including consumer Fireworks, and Low Impact Fireworks shall be discharged, used, or ignited on any public property, including public streets, schools, sidewalks, easements and rights-of-way.

**Sec.11-55. Private Property.**

A Person shall not ignite, discharge or use any Fireworks, including Consumer Fireworks on church property or the property of another person without that organization's or person's express permission to use those Fireworks on those premises. The Person using the Fireworks bears the burden of proof of showing he or she received express permission to use the Fireworks at that location and must be able to present such proof to any peace officer upon request.

**Sec. 11-56. Other Ordinances.**

Any person who ignites, discharges, or uses any fireworks, including consumer fireworks must do so in such a manner that it will not result in the violation of any other ordinance of the City of Wyandotte. Nothing in this ordinance shall preclude the enforcement of City ordinances or other laws of the State of Michigan at any time or on any day regardless of whether the conduct or offense is incidental to the use, discharge or ignition of the fireworks.

**Sec. 11-57. Cost Recovery.**

Any costs the City of Wyandotte incurs to respond and/or remediate any damage to public or private property or injury to another person shall be paid by any person responsible for the damage or injury. The City may pursue any legal remedies to collect such costs.

**Sec. 11-58. Prohibited Use.**

No person shall use consumer fireworks or low-impact fireworks while under the influence of alcoholic liquor, a controlled substance, or a combination of alcoholic liquor and a controlled substance. As used in this subsection:

- a) "Alcoholic liquor" means that term as defined in section 1d of the Michigan vehicle code, 1949 PA 300, MCL 257.1d.
- b) "Controlled Substance" means that term as defined in section 8b of the Michigan vehicle code, 1949 PA 300, MCL 257.8b.

**Sec. 11-59. Permits for fireworks display.**

- (a) The chief of the fire department shall have power to adopt reasonable rules and regulations for the granting of permits for supervised public displays of fireworks by organizations authorized by the City council. Every such display shall be

handled by a competent operator approved by the chief of police and the chief of the fire department, and shall be of such a character, and so located, discharged or fired, as in the opinion of the chief of the fire department or his authorized agent, after proper inspection so that it will not be hazardous to property or endanger any person.

- (b) Applications for permits shall be made in writing at least twenty-one (21) days in advance of that date of the display. After such privilege shall have been granted, sale, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.

**Sec. 11-60. Bond for fireworks display.**

The permittee shall furnish a bond or liability insurance which includes the City of Wyandotte as an additional insured in an amount deemed adequate by the city council for the payment of all damages which may be caused either to a person or to a property by reason of the permitted display, and arising from any acts of the permittee, his agents, employees or subcontractors.

**Sec. 11-61. Disposal of unfired fireworks.**

Any fireworks that remain unfired after the display is concluded shall be immediately disposed in a way safe for the particular type of fireworks remaining.

**Sec. 11-62. Manufacture prohibited.**

The manufacture of fireworks is prohibited within the city.

**Sec. 11-63. Dangerous Condition.**

- a. Subject to subsection (d) if the state fire marshal or the commanding officer of the Wyandotte Fire Department, or a fire fighter in uniform acting under the orders and directions of the commanding officer determines a dangerous condition exists, the state fire marshal, the commanding officer of the Wyandotte Fire Department, or the fire fighter in uniform acting under the orders and direction of the commanding officer upon finding an emergency condition dangerous to persons or property, may take all necessary steps and prescribe all necessary restrictions and requirements to protect persons and property until the dangerous condition is abated.
- b. Subject to subsection (d), the state fire marshal, the commanding officer of the Wyandotte Fire Department, or a fire fighter in uniform acting under the orders and directions of the commanding officer, responding to a fire or emergency call, who, upon arriving at the scene of a fire or emergency, finds a condition dangerous to persons or property, may take all necessary steps and requirements to protect persons and property until the dangerous condition is abated.

- c. The state fire marshal or the commanding officer of the Wyandotte Fire Department, or a fire fighter in uniform acting under the orders and direction of the commanding officer may investigate causes and effects related to dangerous conditions.
- d. If the environmental concerns based on the department of natural resources fire division criteria are elevated to extreme fire conditions or if the environmental concerns based on the department of natural resources fire division criteria are elevated to very high for 72 consecutive hours, the commanding officer of the Wyandotte Fire Department, in consultation with the department of natural resources, has the authority to enforce a no burning restriction that includes a ban on the ignition, discharge, and use of consumer fireworks within the City of Wyandotte. If a no burning restriction is instituted under this subsection, the commanding officer of the Wyandotte Fire Department enforcing the restriction shall ensure that adequate notice of the restriction is provided to the public.
- e. Not more than 24 hours after the fire condition is downgraded from extreme or very high fire condition, the commanding officer of the Wyandotte Fire Department that enforced a no burning restriction that included a ban on the ignition, discharge, and use of consumer fireworks shall lift the restriction and inform the public that the restriction has been lifted in the same manner that the restriction was announced or made known to the public.

#### **Sec. 11-64. Violation.**

Any person who violates any section of this ordinance is responsible for a municipal civil infraction.

#### **Section 3. Severability**

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

#### **Section 4. 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	_____

Absent: \_\_\_\_\_

I hereby approve the adoption of the foregoing ordinance this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

### **CERTIFICATE**

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
**JOSEPH R. PETERSON, Mayor**

\_\_\_\_\_  
**LAWRENCE STEC, City Clerk**

**RESOLUTION**

DATE: April 8, 2019

RESOLUTION by Councilperson \_\_\_\_\_

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

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

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

03/29/2019 02:23 PM

## RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 3/4

User: ktrudell

Post Date from 03/29/2019 - 03/29/2019 Open Receipts

## Reports &amp; Minutes

DB: Wyandotte

Receipt #  
Description

Date

Cashier

Wkstn

Received Of  
Distribution

Amount

## \*\*\* TOTAL BY GL DISTRIBUTION \*\*\*

101-000-068-013	DWNRIVR CENTRAL DISPATCH	124,076.95
101-000-068-015	D/T/F Downriver Animal Control	20,069.24
101-000-068-016	DR CONSOLIDATED ASSESSING	58,191.80
101-000-257-078	Reserve-Animal Care	1,000.00
101-000-411-085	COUNTY DEL TAX SETTLEMENT	4,534.28
101-000-650-010	FINES DIST COURT WYAN	87,030.88
101-000-650-011	WORK FORCE-WYANDOTTE	6,400.00
101-000-650-012	DIST CT RIVERVIEW CASES	37,092.50
101-000-650-017	WORK FORCE-RIVERVIEW	3,700.00
101-000-650-018	COURT TECHNOLOGY WYANDOTT	4,056.00
101-000-650-020	COURT DRUG TESTING FEES	1,115.00
101-000-650-021	COURT SCREENING ASSESSMEN	3,940.00
101-000-650-024	CHEMICAL AWARENESS	965.00
101-000-655-040	RECEIPTS-MISCELLANEOUS	29.59
731-000-392-040	Res. Police & Fire Employee Contrib	586.49
732-000-231-020	Payroll W/H-Hospital Insurance	165.89

TOTAL - ALL GL NUMBERS: 352,953.62

## \*\*\* TOTAL BY FUND \*\*\*

101	General Fund	352,201.24
731	Retirement System Fund	586.49
732	Retiree Health Care Fund	165.89

TOTAL - ALL FUNDS: 352,953.62

## \*\*\* TOTAL BY BANK \*\*\*

GEN GENERAL OPERATING FUND

Tender Code/Desc.	
(CCK) CITY CHECK	352,201.24

TOTAL: 352,201.24

RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM

(CCK) CITY CHECK 752.38

TOTAL: 752.38

TOTAL - ALL BANKS: 352,953.62

## \*\*\* TOTAL OF ITEMS TENDERED \*\*\*

Tender Code/Desc.	
(CCK) CITY CHECK	352,953.62

TOTAL: 352,953.62

## \*\*\* TOTAL BY RECEIPT ITEMS \*\*\*

(1)	AC: RESERVE-ANIMAL CARE/POUND	1,000.00
(1)	AS: COURT SCREENING ASSESSMEN	3,940.00
(1)	AW: CHEMICAL AWARENESS	965.00
(1)	COBRA: COBRA GUARD (ITIDIUM)	165.89
(1)	DA: DR CENTRAL ANIMAL CONTROL	20,069.24
(2)	DC: DR CONSOLIDATED ASSESSING	58,191.80
(2)	DI: DWNRIVR CENTRAL DISPATCH	124,076.95
(1)	EP: PD EMPLOYEE PENSION CONTR	586.49
(1)	M1: FINES DIST COURT WYAN	87,030.88
(1)	M2: WORK FORCE-WYANDOTTE	6,400.00
(1)	M3: DIST CT RIVERVIEW CASES	37,092.50
(1)	M6: WORK FORCE-RIVERVIEW	3,700.00
(1)	M7: COURT TECHNOLOGY WYANDOTT	4,056.00
(1)	M9: COURT DRUG TESTING FEES	1,115.00
(2)	RE: RECEIPTS-MISCELLANEOUS	29.59
(1)	TS: COUNTY DEL TAX SETTLEMENT	4,534.28

TOTAL - ALL RECEIPT ITEMS: 352,953.62

03/29/2019 02:23 PM

## RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 1/4

User: ktrudell

Post Date from 03/29/2019 - 03/29/2019 Open Receipts

DB: Wyandotte

Receipt #  
Description

Date

Cashier

Wkstn

Received Of  
Distribution

Amount

O	731543	03/29/2019	ktrudell	F2	27TH DIST COURT		
M1					101-000-650-010	FINES DIST COURT WYAN	87,030.88
M3					101-000-650-012	DIST CT RIVERVIEW CASES	37,092.50
M2					101-000-650-011	WORK FORCE-WYANDOTTE	6,400.00
M6					101-000-650-017	WORK FORCE-RIVERVIEW	3,700.00
M7					101-000-650-018	COURT TECHNOLOGY WYANDOTT	4,056.00
M9					101-000-650-020	COURT DRUG TESTING FEES	1,115.00
AS					101-000-650-021	COURT SCREENING ASSESSMEN	3,940.00
AW					101-000-650-024	CHEMICAL AWARENESS	965.00
							<u>144,299.38</u>
							CITY CHECK 1243

FEB 2019

REC# 556421

O	731549	03/29/2019	ktrudell	F2	EVERHART, JUDITH		
AC					101-000-257-078	Reserve-Animal Care	1,000.00
							CITY CHECK 6677

DONATION INTENDED FOR POUND PALS FOR  
VET CARE FOR DECEASED NEIGHBOR'S PETS

REC# 556422

O	731577	03/29/2019	ktrudell	F2	CITY OF LINCOLN PARK		
DI					101-000-068-013	DWNRIVR CENTRAL DISPATCH	71,981.18
							CITY CHECK 72874

DOWNRIVER CENTRAL DISPATCH

OCT-DEC 2018

REC# 556423

O	731580	03/29/2019	ktrudell	F2	CITY OF RIVERVIEW		
DC					101-000-068-016	DR CONSOLIDATED ASSESSING	17,554.09
							CITY CHECK 084036

DOWNRIVER CONSOLIDATED ASSESSING

OCT-DEC 2018

REC# 556424

O	731581	03/29/2019	ktrudell	F2	CITY OF SOUTHGATE		
DC					101-000-068-016	DR CONSOLIDATED ASSESSING	40,637.71
DI					101-000-068-013	DWNRIVR CENTRAL DISPATCH	52,095.77
DA					101-000-068-015	D/T/F Downriver Animal Con	20,069.24
							<u>112,802.72</u>
							CITY CHECK 93100

OCT-DEC 2018

CONSOLIDATED ASSESSING, CENTRAL DISPATCH

CENTRAL ANIMAL CONTROL REC# 556425

O	731584	03/29/2019	ktrudell	F2	WAYNE COUNTY TREAS		
TS					101-000-411-085	COUNTY DEL TAX SETTLEMENT	4,534.28
							CITY CHECK 2615794

FEB 2019 MONTHLY DEL TAX SETTLEMENT

REC# 556426

O	731585	03/29/2019	ktrudell	F2	METROPOLITAN REPORTING BUREAU		
RE					101-000-655-040	RECEIPTS-MISCELLANEOUS	10.00
							CITY CHECK 111711588

FIRE REPORT # 19-155

REC# 556427

O	731587	03/29/2019	ktrudell	F2	OFFICE DEPOT		
RE					101-000-655-040	RECEIPTS-MISCELLANEOUS	19.59
							CITY CHECK 3056894

03/29/2019 02:23 PM

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 2/4

User: ktrudell

Post Date from 03/29/2019 - 03/29/2019 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

REFUND OR REBATE-2018 AMERICA SAVES

ANNUAL

REC# 556428

O	731592	03/29/2019	ktrudell	F2	CITY OF WYANDOTTE		
EP		PD EMPLOYEE PENSION CONTR			731-000-392-040	Res. Police & Fire Employe	586.49 CITY CHECK 132868

POLICE DEFINED BENEFIT

REC# 556429

O	731594	03/29/2019	ktrudell	F2	ITEDIUM INC		
COBRA		COBRA GUARD	(ITEDIUM)		732-000-231-020	Payroll W/H-Hospital Insur	165.89 CITY CHECK 087035

COBRAGUARD PECK, MEYRING

REC# 556430

Total of 10 Receipts

352,953.62

## ***CITY OF WYANDOTTE FIRE COMMISSION MEETING***

The Fire Commission meeting was held in the 2<sup>nd</sup> Floor Conference Room at Police Headquarters on Tuesday, February 26, 2019. Commissioner Harris called the meeting to order at 6:19 p.m.

### **ROLL CALL:**

Present:	Commissioner John Harris Commissioner Bobie Heck Commissioner Doug Melzer Chief Jeffery Carley
Recording Secretary:	Lynne Matt
Also:	Captain Daniel Wright

### **READING OF JOURNAL**

Motioned by Commissioner Melzer, supported by Commissioner Heck to approve the minutes as recorded for the meeting held on February 12, 2019 & Special meeting minutes held on February 19, 2019. Motion carried unanimously.

### **UNFINISHED BUSINESS**

#### *1. Update on building renovations Station 1*

Chief Carley stated contractors in with small progress. Major things left to do include floor, tin ceilings that were installed wrong, some of the doors as well as Lynne's restroom, which is still untouched. Ribbon cutting is scheduled for March 7<sup>th</sup> at 4:30 p.m.

### **COMMUNICATIONS**

*None*

### **DEPARTMENTAL**

#### *1. Wyandotte Fire Department Annual Report "January 1 thru December 31, 2018"*

Chief Carley stated for the year we had slight increase in volume on rescue runs with a decrease of .5% in rescue billing and 3 minutes 45 seconds average response time on runs. Commissioner Melzer motioned to receive and place on file report; supported by Commissioner Heck. Motion carried.

**DEPARTMENTAL (continued)**

2. *Upcoming promotions*

Chief Carley presented to Commission request to promote Lieutenant Thomas Lyon to Captain and FF/D Joshua Rothe to Lieutenant effected Friday, March 15, 2019. Commissioner Melzer motioned to approve promotions effective March 15, 2019; supported by Commissioner Heck. Motion carried.

3. *Department bills submitted February 27, 2019 in the amount of \$8,482.57*

Commissioner Melzer motioned to pay bills and accounts submitted as stated above; supported by Commissioner Heck. Roll call; motion carried.

3. *Daily Reports*

Commissioner Melzer motioned to receive and place on file reports; supported by Commissioner Heck. Motion carried.

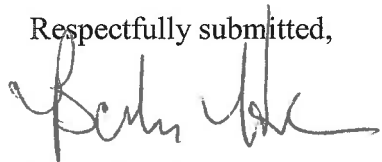
**LATE**

Chief Carley requested next schedule Fire Commission Meeting on Tuesday, March 12, 2019, be cancelled. Commissioner Melzer motioned to approve; supported by Commissioner Heck. Motion carried.

**ADJOURNMENT**

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:35 p.m.

Respectfully submitted,

 3-26-19

Bobie Heck  
Secretary

MI/lm

**City of Wyandotte**  
PLANNING COMMISSION  
***Minutes of the Thursday, February 21, 2019, Meeting***  
**MINUTES AS RECORDED**

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

COMMISSIONERS PRESENT: Benson, Duran, Mayhew, Parker, Rutkowski

COMMISSIONERS EXCUSED: Adamczyk, Lupo, Pasko, Sarnacki

ALSO PRESENT: Ben Tallerico, Planning Consultant  
Peggy Green, Recording Secretary

**COMMUNICATIONS:**

None

**APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:**

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Mayhew to approve the minutes of the Meeting of December 20, 2018 (no meeting January 17, 2019). MOTION PASSED

**OLD BUSINESS:**

None

**NEW BUSINESS:**

- 1. PUBLIC HEARING** – A request from Jason Ptak, Owner and Applicant, for a Certificate of Occupancy for a two (2) family dwelling at 1267 Oak Street, Wyandotte, in a O-S Zoning District where the proposed conflicts with Section 1101 and 2202.L of the City of Wyandotte Zoning Ordinance.

MOTION BY COMMISSIONER MAYHEW, Supported by Commissioner Parker

WHEREAS, the Planning Commission received a request from Jason Ptak, Owner and Appellant, for a Certificate of Occupancy for a two (2) family dwelling at 1267 Oak Street, Wyandotte in the Office Service District (O-S); AND

WHEREAS, the Planning Commission held the required public hearing on February 21, 2019, where comments were heard and made part of the file;

NOW, THEREFORE BE IT RESOLVED that the Planning Commission **approves** the Certificate of Occupancy for two (2) family dwelling at 1267 Oak Street, Wyandotte, Michigan based on the following:

The proposed use as a two (2) family is compatible with the adjacent properties and is consistent with the Master Plan

YES: Benson, Duran, Mayhew, Parker, and Rutkowski

NO: None

ABSENT: Adamczyk, Lupo, Pasko, Sarnacki

MOTION PASSED

**OTHER BUSINESS:**

- Monthly Report from the City Planner.

Mr. Tallerico reviewed the monthly report with the Commission.

**PERSONS IN THE AUDIENCE:**

None

**BILLS AND ACCOUNT:**

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Duran to: Pay Beckett & Raeder for Planning Consultant fee for January and February 2019 in the amount of \$1,400

YES: Benson, Duran, Mayhew, Parker, and Rutkowski

NO: None

ABSENT: Adamczyk, Lupo, Pasko, Sarnacki

MOTION PASSED

**MOTION TO ADJOURN:**

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Mayhew to adjourn the meeting at 6:40 PM.

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**PUBLIC HEARING** – A request from Jason Ptak, Owner and Applicant, for a Certificate of Occupancy for a two (2) family dwelling at 1267 Oak Street, Wyandotte, in a O-S Zoning District.

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

Mr. Tallerico explained that the property is located on Oak and 14<sup>th</sup> Streets. There are homes to the east, existing low density area, and is consistent with the existing plan, and he has no concerns for what is proposed.

Jason Ptak, owner, present.

Commissioner Mayhew asked about drawing showing a possible building in the rear. Mr. Ptak replied that it is a potential garage, but a variance would be required. Commissioner Mayhew asked if there were any provisions for off street parking. Mr. Ptak replied that currently there is a two car garage with a driveway.

Acting Chairperson Benson confirmed with Mr. Ptak that he is not asking for the garage now.

Mr. Ptak stated that was correct.

Mr. Tallerico stated that Mr. Ptak is requesting a Special Use.

Commissioner Mayhew read the Notice of Nonconformance from the City Engineer.

Mr. Tallerico commented that this is referring to Article 22 of the Zoning Ordinance only.

There being no other discussion the hearing was closed.

No communications were received regarding this hearing.

# City of Wyandotte

## Police Commission Meeting

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Regular Commission Meeting  
February 26, 2019

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### **ROLL CALL**

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

Absent: NONE

Others Present: NONE

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:03 p.m.

The Minutes from the regular Police Commission meeting on February 12, 2019 were presented.

Heck moved, Melzer seconded,  
CARRIED, to approve the regular minutes of February 12, 2019, as presented.

### **UNFINISHED BUSINESS**

NONE

### **COMMUNICATIONS**

NONE

### **DEPARTMENTAL**

#### **1. Bills and Accounts – February 26, 2019, \$15,634.32**

Heck moved, Melzer seconded  
A Roll Call was held and the Motion  
CARRIED, to approve payment of the bills for February 26, 2019, \$15,634.32

### **NEW BUSINESS.**

#### **1. Department Fleet**

A few recent traffic crashes that involved police fleet vehicles were discussed.

## ADJOURNMENT

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:17 p.m.

Heck moved, Melzer seconded,  
CARRIED, to adjourn meeting at 6:17 p.m.

Laura Allen  
Administrative Assistant  
Wyandotte Police Department

A handwritten signature in blue ink, appearing to be 'L. Allen', with the date '3-26-19' written below it.

# SMIA

## Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 02/01/2019 00:00:00 - 02/28/2019 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	1	1	0%	0:02:20	0:04:31	0:06:23	0:13:14	0:13:14
	911C	0	0	3	3	0%	0:07:14	0:05:25	0:04:01	0:50:04	0:16:41
	ABANDONED AUTO	0	14	7	21	1%	0:55:14	0:09:10	0:11:47	21:45:46	1:02:11
	ACCIDENT/NON TRAFFIC AREA	0	0	1	1	0%	0:02:01	0:04:29	0:27:28	0:33:59	0:33:59
	ACCIDENT/PERSONAL INJURY	0	0	5	5	0%	0:04:48	0:13:32	0:41:46	5:00:31	1:00:06
	ACCIDENT/PROPERTY DAMAGE	0	0	27	27	2%	0:03:56	0:04:14	0:38:19	19:25:41	0:43:10
	ACCIDENTAL DAMAGE	0	0	1	1	0%	0:02:24	0:05:31	0:12:02	0:19:58	0:19:58
	ALARM	0	0	32	32	2%	0:03:48	0:04:28	0:09:49	9:21:17	0:17:32
	ANIMAL COMPLAINT	0	2	1	3	0%	0:01:00	0:10:42	0:14:37	0:56:34	0:18:51
	ASSAULT & BATTERY	0	1	7	8	1%	0:04:06	0:02:52	0:33:18	3:58:01	0:29:45
	ASSIST OTHER AGENCY	0	4	12	16	1%	0:02:19	0:03:47	1:02:50	16:40:32	1:02:32
	BREAKING & ENTERING	0	0	5	5	0%	0:04:45	0:06:59	0:34:54	3:53:12	0:46:38
	BREAKING & ENTERING IN PROGRES	0	0	1	1	0%	0:11:30	0:01:38	0:28:21	0:41:30	0:41:30
	BUILDING CHECK	0	1	2	3	0%	0:08:19	0:03:33	0:09:08	0:59:30	0:19:50
	BUSINESS STOP	0	11	0	11	1%	0:00:01	0:00:00	0:15:57	2:55:38	0:15:58
	CHECK WELL BEING	0	0	54	54	3%	0:05:47	0:05:48	0:17:51	25:00:23	0:27:47
	CHILD ABUSE/NEGLECT	0	1	0	1	0%	0:00:01	0:00:00	0:03:08	0:03:09	0:03:09
	CITIZEN ASSIST	0	5	11	16	1%	0:02:58	0:06:19	0:15:37	6:02:19	0:22:39
	CIVIL DISPUTES	0	1	10	11	1%	0:05:03	0:06:10	0:44:12	9:28:47	0:51:42
	DAILY TRANSPORT LOG	0	5	0	5	0%	0:00:01	0:00:00	0:00:31	0:02:41	0:00:32
	DEATH INVESTIGATION	0	0	5	5	0%	0:01:21	0:03:12	2:12:42	9:11:51	1:50:22
	DETAIL	0	8	0	8	1%	0:00:01	0:07:42	1:10:07	9:36:30	1:12:04
	DISORDERLY	0	1	45	46	3%	0:03:33	0:03:12	0:23:41	23:17:05	0:30:22
	DOMESTIC	0	0	35	35	2%	0:03:00	0:03:29	0:44:57	30:00:19	0:51:26

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DRUG VIOLATIONS	0	0	1	1	0%	0:04:29	0:01:08	0:05:38	0:11:15	0:11:15
	EMBEZZLEMENT	0	0	1	1	0%	0:04:49	0:01:11	1:01:15	1:07:15	1:07:15
	FELONIOUS ASSAULT	0	0	1	1	0%	0:02:39	0:05:49	0:22:20	0:30:49	0:30:49
	FIGHT	0	1	3	4	0%	0:01:48	0:02:57	1:40:17	6:55:24	1:43:51
	FIRE	0	0	2	2	0%	0:00:24	0:02:30	1:06:19	2:18:28	1:09:14
	FLEEING & ELUDING	0	1	0	1	0%	0:00:00	0:03:33	0:05:23	0:08:56	0:08:56
	FOLLOW-UP	0	13	3	16	1%	0:01:12	0:03:58	0:27:09	7:45:19	0:29:05
	FOUND PROPERTY	0	1	3	4	0%	0:09:08	0:14:17	0:30:41	3:22:09	0:50:32
	FRAUD	0	4	9	13	1%	0:02:20	0:06:46	0:33:08	8:01:00	0:37:00
	FUEL	0	24	0	24	2%	0:00:01	0:00:16	0:03:14	1:18:34	0:03:16
	GAS PUMP	0	2	0	2	0%	0:00:01	0:00:00	0:04:26	0:08:54	0:04:27
	HARASSMENT	0	1	5	6	0%	0:09:31	0:04:04	0:29:28	3:30:37	0:35:06
	HIT & RUN ACCIDENT	0	0	6	6	0%	0:12:05	0:08:26	0:48:59	6:56:59	1:09:30
	IDENTITY THEFT	0	0	5	5	0%	0:01:06	0:06:17	0:25:53	2:04:03	0:24:49
	INDECENT EXPOSURE	0	0	1	1	0%	0:02:07	0:01:54	1:37:07	1:41:08	1:41:08
	INTERNET	0	0	1	1	0%	0:23:03	0:02:49	0:18:39	0:44:32	0:44:32
	JUVENILE COMPLAINT	0	1	6	7	0%	0:03:31	0:05:56	0:08:55	2:32:02	0:21:43
	LARCENY	0	0	14	14	1%	0:03:57	0:05:02	0:37:34	10:51:30	0:46:32
	MALICIOUS DESTRUCTION	0	0	19	19	1%	0:07:29	0:07:23	0:17:15	9:58:54	0:31:31
	MENTAL	0	0	2	2	0%	0:07:05	0:04:36	0:30:28	1:24:20	0:42:10
	MISCELLANEOUS	4	3	21	28	2%	0:05:23	0:10:13	0:11:02	8:49:31	0:22:04
	MISSING PERSON	0	0	3	3	0%	0:02:14	0:20:19	0:07:42	1:59:14	0:39:45
	MISSING PERSON - RECOVERED	0	0	1	1	0%	0:02:02	0:07:18	0:01:46	0:11:06	0:11:06
	NARCOTICS INVESTIGATION	0	0	1	1	0%	0:06:48	0:01:35	0:07:45	0:16:08	0:16:08
	NEIGHBORHOOD DISPUTE	0	0	1	1	0%	0:15:01	0:08:11	0:30:57	0:54:10	0:54:10
	NOISE COMPLAINT	0	0	3	3	0%	0:04:31	0:05:22	0:05:39	0:46:39	0:15:33
	OPERATING UNDER THE INFLUENCE	0	10	1	11	1%	0:00:09	0:02:09	1:44:31	19:13:07	1:44:50

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	ORDINANCE VIOLATION	0	102	6	108	7%	0:19:33	0:10:52	0:12:35	47:40:36	0:26:29
	OVERDOSE	0	0	2	2	0%	0:00:59	0:01:17	0:28:15	1:01:02	0:30:31
	PARKING COMPLAINTS	0	6	14	20	1%	0:14:02	0:10:05	0:14:41	10:59:40	0:32:59
	PATROL CHECK	0	251	0	251	16%	0:00:01	0:03:57	0:12:01	50:24:16	0:12:03
	RADAR ENFORCEMENT	0	1	0	1	0%	0:00:00	0:00:00	0:21:16	0:21:16	0:21:16
	RECKLESS DRIVING	0	0	4	4	0%	0:01:58	0:05:37	0:32:19	2:39:36	0:39:54
	RESCUE EMERGENCY	0	0	16	16	1%	0:01:15	0:02:52	0:48:14	13:57:45	0:52:22
	RESIDENTIAL CHECK	0	1	3	4	0%	0:35:11	0:02:58	0:07:27	2:24:18	0:36:05
	RETAIL FRAUD	0	0	4	4	0%	0:05:49	0:04:58	0:20:01	1:58:19	0:29:35
	RUNAWAY JUVENILE	0	0	2	2	0%	0:03:13	0:06:38	0:24:41	1:09:05	0:34:33
	SHOTS FIRED	0	0	1	1	0%	0:03:12	0:03:01	0:08:44	0:14:58	0:14:58
	STALKING COMPLAINTS	0	0	2	2	0%	0:02:58	0:05:13	1:08:12	2:05:14	1:02:37
	STOLEN VEHICLE	0	0	2	2	0%	0:14:18	0:00:45	0:13:32	0:57:10	0:28:35
	SUICIDE	0	0	5	5	0%	0:03:23	0:07:40	0:09:02	1:40:07	0:20:01
	SUICIDE ATTEMPT	0	0	1	1	0%	0:00:04	0:01:42	3:18:29	3:20:15	3:20:15
	SURVEILLANCE	0	1	0	1	0%	0:00:00	0:00:00	0:08:47	0:08:48	0:08:48
	SUSPICIOUS INCIDENT	0	2	20	22	1%	0:03:59	0:03:37	0:15:41	8:06:33	0:22:07
	SUSPICIOUS PERSON	0	11	9	20	1%	0:03:54	0:04:01	0:12:01	5:20:56	0:16:03
	SUSPICIOUS VEHICLE	0	4	13	17	1%	0:03:35	0:06:35	0:04:35	3:27:17	0:12:12
	THREATS	0	1	7	8	1%	0:07:51	0:06:20	0:17:32	4:07:26	0:30:56
	TRAFFIC HAZARD	0	7	8	15	1%	0:06:45	0:12:46	0:04:45	4:20:55	0:17:24
	TRAFFIC STOP	0	519	0	519	32%	0:00:01	0:00:00	0:06:45	58:35:17	0:06:46
	TRESPASSING	0	0	1	1	0%	0:05:56	0:05:56	0:06:52	0:18:44	0:18:44
	VEHICLE INSPECTION	0	0	1	1	0%	0:15:38	0:14:13	0:10:44	0:40:35	0:40:35
	VIOLATION OF PUBLIC HEALTH COE	0	10	0	10	1%	0:00:01	0:00:00	1:13:48	12:18:07	1:13:49

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	VIOLATION ROAD LAWS	0	41	0	41	3%	0:00:01	0:00:00	0:37:30	25:38:27	0:37:31
	WARRANT	13	3	8	24	2%	0:02:37	0:30:49	0:53:14	9:01:02	0:49:11
	WIRES DOWN	0	1	0	1	0%	0:00:01	0:00:00	0:09:46	0:09:47	0:09:47
	<b>Subtotals for No Summary Code</b>	<b>17</b>	<b>1076</b>	<b>507</b>	<b>1600</b>	<b>100%</b>	<b>0:05:35</b>	<b>0:05:59</b>	<b>0:29:28</b>	<b>577:08:05</b>	<b>0:37:24</b>
<b>Subtotals for WYPD</b>		<b>17</b>	<b>1076</b>	<b>507</b>	<b>1600</b>	<b>100%</b>	<b>0:05:35</b>	<b>0:05:59</b>	<b>0:29:28</b>	<b>577:08:05</b>	<b>0:37:24</b>

# SMIA

## Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 01/01/2019 00:00:00 - 02/28/2019 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	2	2	0%	0:02:04	0:02:46	0:07:24	0:24:29	0:12:15
	911C	0	0	4	4	0%	0:05:50	0:04:05	0:05:11	1:00:23	0:15:06
	ABANDONED AUTO	0	44	15	59	2%	0:21:36	0:15:56	0:15:19	37:03:19	0:37:41
	ACCIDENT/NON TRAFFIC AREA	0	0	2	2	0%	0:03:12	0:06:50	0:27:58	1:16:01	0:38:01
	ACCIDENT/PERSONAL INJURY	0	0	9	9	0%	0:04:55	0:11:39	0:35:23	7:47:43	0:51:58
	ACCIDENT/PROPERTY DAMAGE	0	2	55	57	2%	0:03:52	0:05:24	0:29:20	35:15:33	0:37:07
	ACCIDENTAL DAMAGE	0	2	3	5	0%	0:03:37	0:03:45	0:13:04	1:31:03	0:18:13
	ALARM	0	0	71	71	2%	0:04:14	0:04:10	0:08:26	19:43:55	0:16:40
	ANIMAL COMPLAINT	0	3	7	10	0%	0:09:51	0:05:48	0:13:53	4:14:34	0:25:27
	ASSAULT & BATTERY	0	3	17	20	1%	0:11:55	0:04:10	0:32:17	13:47:44	0:41:23
	ASSIST OTHER AGENCY	0	7	18	25	1%	0:02:17	0:07:56	0:44:41	20:45:30	0:49:49
	BREAKING & ENTERING	0	0	9	9	0%	0:06:26	0:05:27	1:10:10	12:18:28	1:22:03
	BREAKING & ENTERING IN PROGRES	0	0	3	3	0%	0:07:15	0:02:38	0:17:31	1:22:16	0:27:25
	BUILDING CHECK	0	1	3	4	0%	0:06:46	0:03:08	0:08:47	1:11:39	0:17:55
	BUSINESS STOP	0	16	0	16	0%	0:00:01	0:00:00	0:12:27	3:19:30	0:12:28
	CHECK WELL BEING	0	1	100	101	3%	0:06:24	0:05:44	0:15:35	44:50:04	0:26:38
	CHILD ABUSE/NEGLECT	0	1	2	3	0%	0:01:13	0:02:53	0:09:16	0:37:13	0:12:24
	CITIZEN ASSIST	0	16	34	50	2%	0:03:32	0:07:49	0:11:31	16:43:20	0:20:04
	CIVIL DISPUTES	0	1	22	23	1%	0:10:43	0:05:47	0:30:57	17:39:08	0:46:03
	CRIMINAL SEXUAL CONDUCT	0	1	0	1	0%	0:00:00	0:00:00	2:24:39	2:24:39	2:24:39
	DAILY TRANSPORT LOG	0	5	0	5	0%	0:00:01	0:00:00	0:00:31	0:02:41	0:00:32
	DEATH INVESTIGATION	0	0	9	9	0%	0:02:13	0:02:27	2:33:49	18:35:25	2:03:56
	DETAIL	0	25	0	25	1%	0:00:02	0:07:42	0:30:57	13:09:45	0:31:35
	DISORDERLY	0	4	68	72	2%	0:03:46	0:03:14	0:25:24	38:18:42	0:31:56

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DOMESTIC	0	0	71	71	2%	0:03:57	0:04:34	0:35:03	51:34:27	0:43:35
	DRUG VIOLATIONS	0	0	1	1	0%	0:04:29	0:01:08	0:05:38	0:11:15	0:11:15
	DUMPING	0	1	0	1	0%	0:00:00	0:00:00	0:05:40	0:05:41	0:05:41
	EMBEZZLEMENT	0	0	1	1	0%	0:04:49	0:01:11	1:01:15	1:07:15	1:07:15
	FELONIOUS ASSAULT	0	0	2	2	0%	0:02:52	0:04:28	0:21:52	0:58:24	0:29:12
	FIGHT	0	1	10	11	0%	0:06:21	0:02:28	0:55:08	10:39:57	0:58:11
	FIRE	0	0	7	7	0%	0:00:16	0:02:07	0:30:37	3:51:07	0:33:01
	FIRE ALARM	0	0	1	1	0%	0:00:10	0:01:15	0:22:20	0:23:45	0:23:45
	FLEEING & ELUDING	0	1	1	2	0%	0:01:42	0:06:11	0:38:45	1:31:34	0:45:47
	FOLLOW-UP	0	24	5	29	1%	0:00:55	0:04:37	0:24:46	12:59:25	0:26:53
	FOUND PROPERTY	0	1	7	8	0%	0:07:33	0:09:23	0:37:52	7:10:02	0:53:45
	FRAUD	0	5	18	23	1%	0:02:32	0:07:01	0:29:19	12:17:28	0:32:04
	FUEL	0	43	0	43	1%	0:00:01	0:01:03	0:05:26	3:56:19	0:05:30
	GAS PUMP	0	10	0	10	0%	0:00:01	0:00:00	0:03:29	0:35:05	0:03:31
	HARASSMENT	0	3	12	15	0%	0:06:11	0:10:47	0:49:20	12:55:57	0:51:44
	HIT & RUN ACCIDENT	0	0	17	17	1%	0:08:30	0:07:35	0:34:03	14:20:17	0:50:36
	IDENTITY THEFT	0	0	9	9	0%	0:01:09	0:04:13	0:56:08	6:21:48	0:42:25
	INDECENT EXPOSURE	0	0	1	1	0%	0:02:07	0:01:54	1:37:07	1:41:08	1:41:08
	INTERNET	0	0	2	2	0%	0:14:42	0:01:42	0:41:02	1:54:53	0:57:27
	JUVENILE COMPLAINT	0	1	9	10	0%	0:02:44	0:05:33	0:11:49	3:40:38	0:22:04
	LARCENY	0	2	33	35	1%	0:06:58	0:06:16	0:32:49	26:28:46	0:45:24
	LOST PROPERTY	0	1	1	2	0%	0:00:22	0:00:00	0:01:52	0:22:55	0:11:28
	MALICIOUS DESTRUCTION	0	0	27	27	1%	0:06:32	0:09:09	0:16:48	15:32:10	0:34:31
	MENTAL	0	0	10	10	0%	0:03:38	0:05:35	0:25:31	5:47:35	0:34:46
	MINOR IN POSSESSION	0	0	1	1	0%	0:01:28	0:03:47	0:04:34	0:09:49	0:09:49
	MISCELLANEOUS	4	13	39	56	2%	0:06:37	0:08:56	0:48:04	41:22:15	0:47:44
	MISSING PERSON	0	0	4	4	0%	0:02:10	0:13:30	0:10:00	2:20:09	0:35:02
	MISSING PERSON - RECOVERED	0	0	3	3	0%	0:03:00	0:06:42	0:20:54	1:31:49	0:30:36

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	NARCOTICS INVESTIGATION	0	0	1	1	0%	0:06:48	0:01:35	0:07:45	0:16:08	0:16:08
	NEIGHBORHOOD DISPUTE	0	0	7	7	0%	0:07:20	0:12:19	0:20:09	4:38:36	0:39:48
	NOISE COMPLAINT	0	0	10	10	0%	0:05:29	0:06:18	0:27:50	6:36:27	0:39:39
	OPERATING UNDER THE INFLUENCE	0	15	3	18	1%	0:00:26	0:02:00	1:44:29	31:31:51	1:45:06
	ORDINANCE VIOLATION	0	123	7	130	4%	0:29:37	0:10:52	0:11:44	69:31:25	0:32:05
	OVERDOSE	0	0	3	3	0%	0:00:52	0:01:26	1:40:37	5:08:43	1:42:54
	PARKING COMPLAINTS	0	71	34	105	3%	0:08:04	0:08:46	0:08:00	29:14:34	0:16:43
	PATROL CHECK	0	545	0	545	17%	0:00:05	0:03:57	0:13:24	121:57:33	0:13:26
	PRISONER TRANSPORT	0	0	2	2	0%	0:00:36	0:31:01	0:29:19	2:09:18	1:04:39
	RADAR ENFORCEMENT	0	9	0	9	0%	0:00:03	0:00:00	0:17:03	2:33:42	0:17:05
	RECKLESS DRIVING	0	1	6	7	0%	0:04:07	0:05:37	0:28:51	3:13:37	0:27:40
	RESCUE EMERGENCY	0	0	35	35	1%	0:01:06	0:02:43	0:43:08	26:45:24	0:45:52
	RESIDENTIAL CHECK	0	1	4	5	0%	0:26:57	0:02:43	0:08:10	2:39:32	0:31:54
	RETAIL FRAUD	0	0	5	5	0%	0:04:50	0:06:38	0:29:09	3:16:28	0:39:18
	RUNAWAY JUVENILE	0	0	4	4	0%	0:04:56	0:07:48	0:21:40	2:17:38	0:34:25
	SHOTS FIRED	0	0	1	1	0%	0:03:12	0:03:01	0:08:44	0:14:58	0:14:58
	SICK INMATE	0	2	0	2	0%	0:00:01	0:00:00	2:11:36	4:23:15	2:11:38
	STALKING COMPLAINTS	0	0	4	4	0%	0:06:55	0:03:27	0:32:53	3:02:33	0:45:38
	STOLEN VEHICLE	0	0	6	6	0%	0:14:29	0:02:55	0:22:07	3:57:11	0:39:32
	SUBPOENA	0	0	1	1	0%	0:01:26	0:12:57	0:00:16	0:14:40	0:14:40
	SUICIDE	0	0	7	7	0%	0:03:12	0:05:47	0:13:24	2:33:49	0:21:58
	SUICIDE ATTEMPT	0	0	1	1	0%	0:00:04	0:01:42	3:18:29	3:20:15	3:20:15
	SURVEILLANCE	0	2	0	2	0%	0:00:01	0:00:00	2:23:35	4:47:12	2:23:36
	SUSPICIOUS INCIDENT	0	6	43	49	2%	0:06:42	0:03:18	0:16:15	19:50:39	0:24:18
	SUSPICIOUS PERSON	0	29	29	58	2%	0:05:09	0:03:06	0:14:37	18:39:40	0:19:18
	SUSPICIOUS VEHICLE	0	8	31	39	1%	0:03:37	0:05:34	0:10:55	11:48:05	0:18:09
	TAMPERING WITH AUTO	0	0	3	3	0%	0:02:05	0:02:51	0:50:19	2:45:49	0:55:16

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	THREATS	0	1	14	15	0%	0:09:10	0:05:12	0:23:42	9:26:02	0:37:44
	TRAFFIC HAZARD	0	17	14	31	1%	0:05:52	0:08:41	0:11:02	9:41:40	0:18:46
	TRAFFIC STOP	0	1005	2	1007	31%	0:00:02	0:00:10	0:06:50	115:18:01	0:06:52
	TRESPASSING	0	0	3	3	0%	0:04:19	0:06:22	0:05:05	0:47:21	0:15:47
	VEHICLE INSPECTION	0	0	2	2	0%	0:11:16	0:07:45	0:16:39	1:11:20	0:35:40
	VIOLATION OF PUBLIC HEALTH COE	0	15	0	15	0%	0:00:01	0:00:00	1:34:08	23:32:15	1:34:09
	VIOLATION ROAD LAWS	0	73	0	73	2%	0:00:01	0:00:00	0:42:48	52:06:13	0:42:49
	WARRANT	19	10	13	42	1%	0:02:30	0:22:32	0:52:07	21:31:24	0:56:09
	WIRES DOWN	0	1	0	1	0%	0:00:01	0:00:00	0:09:46	0:09:47	0:09:47
<b>Subtotals for No Summary Code</b>		<b>23</b>	<b>2172</b>	<b>1040</b>	<b>3235</b>	<b>100%</b>	<b>0:04:42</b>	<b>0:05:55</b>	<b>0:33:44</b>	<b>1176:28:02</b>	<b>0:41:01</b>
<b>Subtotals for WYPD</b>		<b>23</b>	<b>2172</b>	<b>1040</b>	<b>3235</b>	<b>100%</b>	<b>0:04:42</b>	<b>0:05:55</b>	<b>0:33:44</b>	<b>1176:28:02</b>	<b>0:41:01</b>

## WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Wednesday, March 13, 2019 pm at 5:30 pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

### **Members Present:**

Vice President Ron Adams  
Secretary Wally Merritt  
Commissioner Tom DeSana  
Commissioner Margaret Loya

### **Also Present:**

Sup't of Recreation Justin N. Lanagan  
Recreation Secretary Aimee Garbin

### **Excused:**

President Ed Ronco

A motion was made by Commissioner Loya and supported by Commissioner DeSana to approve the minutes of the previous meeting.

### **PERSONS IN THE AUDIENCE:**

Roosevelt High School Softball Coach Tony Noles to discuss utilizing structures for storage, adding bullpens, and extending the dugout fence so that his players have someplace to hang their bags.

### **CORRESPONDENCE:**

1. Thank you letter from the Salvation Army for the 1695 lbs. of food donated in January 2019.

### **INTERDEPARTMENTAL:**

### **COUNCIL RESOLUTIONS:**

1. Council Resolution dated February 11, 2019 that Council authorizes the Mayor and City Clerk to sign the Boat Ramp Contract Extension through 2022.
2. Council Resolution dated February 11, 2019 that Council approves the Yack Arena contract for Timeless Vintage Market to be held on May 19<sup>th</sup>, 2019.
3. Council Resolution dated February 11, 2019 approves the Recreation Master Plan for 2019-2023.
4. Council Resolution dated February 11, 2019 approves the requests and use of city property for Elliott's Amusements on May 21<sup>st</sup> – 27<sup>th</sup>, 2019.
5. Council Resolution dated February 11, 2019 approves the request of Fred Mckolon Jr., WBC Regatta Chair to utilize BASF Waterfront Park on April 27, 2019 & May 4, 2019.

### **REPORTS AND MINUTES:**

Arena Report February 2019: \$710.61 Open Skating.....\$12,909.00 Ice Rental.....\$8,778.56  
Concession

Account Breakdown Pay Period ending 2/3/2019 & 2/17/2019

Senior Van Report: January 2019 & February 2019

Tele-care: February 2019

Golf Report: February 2019.....\$1,824.31


### **SPECIAL ORDER:**

- Superintendent Lanagan stated Alana Scott contacted him in regards to her business, Focused K-9 Training of Michigan, and hosting classes in one of the city parks. Superintendent Lanagan and Commission discussed and it was decided the class would not be feasible due to dogs are not allowed in city parks and it would not be fair to use the dog park when patrons have paid for such service. Superintendent Lanagan said he would try and see if she could coordinate her lessons with the animal shelter and use their dog run as a potential training site.

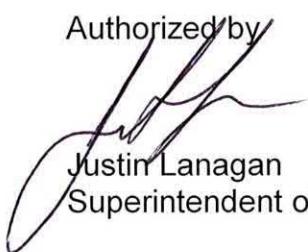
- Superintendent Lanagan stated Garold Vallie and his group, Drop-In Downriver, received a \$250,000 grant from the Tony Hawk and Ralph C. Wilson Foundations. Drop-In Downriver has one year from the signing of the grant agreement to raise matching funds. If the project would come to fruition, the City would donate the existing land of the current Skatepark for the construction of the new skatepark. Once built, the skatepark would then become City of Wyandotte Property.
- Commissioner Merritt stated he had a met with several people in regards to the sign for Sam Palamara. A former City employee stated he would donate his time and services to build brick supports to hold the new sign. The sign will be placed at Ludington and 20<sup>th</sup> street in a greenspace, essentially being centered in the park. The DPW will make a new signs to replace the current Memorial Park sign in the playground and to add new signs off of the Pennsylvania parking lot.

There being no further business to discuss, a motion was made by Commissioner Loya and supported by Commissioner DeSana to adjourn the meeting at 5:35 pm.

Minutes Prepared by

  
Aimee Garbin  
Recreation Secretary

Authorized by

  
Justin Lanagan  
Superintendent of Recreation

2019 Wyandotte Recreation Commission Meetings @ Yack Arena

**2<sup>nd</sup> Wednesday @ 5:30 pm**

April 10, 2019  
May 8, 2019  
June 12, 2019  
\*\*July 17, 2019  
August 14, 2019  
December 11, 2019

**2<sup>nd</sup> Tuesday @ 7:30 pm**

September 10, 2019  
October 8, 2019  
November 12, 2019