



AGENDA

REGULAR SESSION

MONDAY, JULY 11, 2022 7:00 PM

PRESIDING: THE HONORABLE MAYOR ROBERT A. DESANA

CHAIRPERSON OF THE EVENING: THE HONORABLE ROSEMARY SHURYAN

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL Alderman, Calvin, Crayne, Hanna, Shuryan, Stec

PRESENTATIONS

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

1. WSAF 2022 Entertainment Agreement - CityHop/Silent Disco

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 and will have three (3) minutes 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.

NEW BUSINESS

2. VFW 1136 Freedom Festival - Land Use Agreement
3. Budget Hearing - 2022 Tax Rate to Support 2023 Fiscal Year Operations
4. Special Events Application: Community Choice Credit Union
5. Tree Box Planters at 947 1st

BILLS & ACCOUNTS

REPORTS & MINUTES

Fire Commission 5/31/2022

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

NEXT MEETING OF THE CITY COUNCIL: JULY 25, 2022

ADJOURNMENT

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 7/11/2022

AGENDA ITEM # 1

ITEM: WSAF 2022 Entertainment Agreement - CityHop/Silent Disco

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

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: At the June 27, 2022 meeting of the City Council, the City Hop Social, LLC/Silent Disco contract was held in abeyance for a review of the terms and conditions by the Department of Legal Affairs until July 11, 2022. Due to the timing of the Council meeting for review of the contract and the event itself, the review was conducted, amendments were made to the contract, and the contract was signed by the Mayor. The revised contract is being presented in its signed form.

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: Receive and place on file.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN: The original implementation plan has already been initiated.

LIST OF ATTACHMENTS:

1. Revised Booking Agreement - Silent Disco Experience -July 15 2022 - Wyandotte Street Art Fair

RESOLUTION

Item Number: #1
Date: July 11, 2022

RESOLUTION by Councilperson _____

BE IT RESOLVED that the Mayor has executed the amended contract for City Hop Social LLC/Silent Disco on behalf of the City of Wyandotte in the amount of \$150 to be paid from the Wyandotte Street Art Fair account 285.225.925.730.860; AND

BE IT FURTHER RESOLVED that Council receives said contract and places it on file.

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	_____
_____	Crayne	_____
_____	Hanna	_____
_____	Shuryan	_____
_____	Stec	_____

City Hop Social, LLC Silent Entertainment Services Contract

Wyandotte Street Art Fair (customer) hires and contracts with City Hop Social, LLC, for City Hop Social, LLC to provide Silent Entertainment Services for an event to be held on Friday, July 15, 2022 at 12 p.m. for 5 hours. The location of the event is Wyandotte Street Art Fair.

The contract price for the services to be provided is \$ 2650, payable with an in-kind services exchange totaling \$ 2500 as per the WYANDOTTE VENDOR AGREEMENT attached hereto and made apart hereof upon signing of this Agreement, with the balance due on or before the day of the event.

The services to be provided by City Hop Social, LLC include:

1. Providing 500 wireless headphones and other audio equipment for the event to transmit the agreed upon content, and either (complete whichever applies):

a. N/A channels of content provided by the customer.

Content is described as: N/A; and

b. 3 channels of content provided by City Hop Social, LLC.

Content is described as 1 Live DJ; 2 Music Playlists.

2. The services and content shall be provided at the location above on the date and for the period set forth above.

3. City Hop Social, LLC shall be allowed reasonable and customary breaks.

4. Customer shall provide the event location and facilities at its own expense and shall provide City Hop Social, LLC reasonable and adequate space, shelter and electrical service for its equipment and personnel.

Other Terms and Conditions

1. City Hop Social, LLC warrants that the headphones and other equipment shall substantially be in good working order to provide the services agreed upon. However, if any of the headphones malfunction or do not operate, City Hop Social, LLC agrees to make reasonable efforts to replace the malfunctioning headphones as quickly as possible, provided that, malfunction or failure to operate of 5% or less of the headphones to be supplied under this agreement shall not be considered a breach of warranty or breach of this agreement.

2. City Hop Social, LLC agrees to provide the content requested, if applicable, unless the exact content is not available and in that event City Hop Social, LLC may provide reasonable comparable content agreed to by Customer.

3. Customer agrees that it will return the headphones and other equipment in as good a condition as when delivered, and customer agrees that it is responsible for the return of headphones and equipment and will pay for any lost, stolen or damaged headphones or equipment, unless due to the sole fault or negligence of City Hop Social, LLC.

4. If Customer chooses the option to provide its own content, Customer agrees that it is solely responsible for providing the content and the appropriateness of the content for the event and persons attending the event and Customer agrees to defend, indemnify and hold harmless City Hop Social, LLC from any liability, suits or claims related to the content or appropriateness of the content.

5. If Customer chooses the option for City Hop Social, LLC to provide content chosen or selected by Customer, Customer agrees that it has reviewed and/or heard the proposed content, is satisfied with it and agrees to be solely responsible for the appropriateness of the content for the event and persons attending, and agrees to defend, indemnify and hold harmless City Hop Social, LLC from any liability, suits or claims relating to the appropriateness of the content for the event and persons attending.

6. N/A

7. Customer may cancel this contract within ten (10) business days of the execution of the contract, and at least 5 business days before the event, for a fee of Fifty Percent (50%) of the Deposit. Cancellations by Customer more than 10 business days after execution or within 5 business days of the event will result in forfeiture of the entire deposit.

8. City Hop Social, LLC may cancel this contract at any time at least five (5) business days before the event, and refund the entire deposit. In that event, City Hop Social, LLC will not be responsible for any further payment, liability or damages as a result of the cancellation.

9. Force Majeure: In the event of fire, flood, storm, riot, terrorism, or other acts of God that prevents, prior to the event, City Hop Social, LLC, from performing under this Agreement, or results in the event being cancelled, then City Hop Social, LLC and Customer agree that this agreement is void and City Hop Social, LLC agrees to refund the deposit and City Hop Social, LLC will not be liable to Customer for any further amounts, or any damages, including incidental or consequential damages.

10. In all other cases of cancellation by City Hop Social, LLC other than as set forth in paragraphs 8 or 9 above, or in the event of any claims, suits or causes of action by Customer against City Hop Social, LLC, for breach of warranty, breach of contract, negligence, products liability or other fault, City Hop Social, LLC's liability to customer shall be limited to no more than the return of the deposit, plus the contract price.

11. If, during the event, weather such as rain, snow, hail, lighting, high winds or other acts of God, riot or terrorism, harms or threatens to harm or damage City Hop Social, LLC's equipment or personnel, Customer agrees that City Hop Social, LLC may terminate its services prior to the end of the event and Customer shall be responsible for the pro-rata portion of the contract price for the time that services were rendered, but in no event less than 50% of the contract price.

12. N/A

13. This contract contains the entire agreement of the parties and can only be modified by the signed, written agreement of all parties.

14. This contract shall be construed and governed by Michigan law, including Michigan choice of law rules.

15. This contract may be executed in separate counter parts signed by each party. Executed counter parts of the Agreement can be delivered by mail, fax, e-mail, in person, by text or digitally signed.

16. This Agreement will not be valid and enforceable unless and until signed by all parties and the designated deposit is made.

This Agreement is executed by the parties and/or their authorized persons below, who represent that they have full authority to enter into this Agreement on the behalf of the party.

City Hop Social, LLC

LaVar Harris Date: 06/30/2022
by LaVar Harris, its sole member

Customer

 Date: 7/6/2022

by Robert A. DeSana, its authorized representative
Mayor, City of Wyandotte



★ Wyandotte Street Art Fair July 13—16TH 2022

Special Events Office, City of Wyandotte
3200 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283

HTHIEDE@WYANDOTTEMI.GOV WWW.WYANDOTTE.NET



Name: LAVAN HARRIS

Business Name: CITY HOP SOCIAL DANCE SILENT EXPERIENCE BY CITY HOP®

Address: 14120 FENON ST, DETROIT, MI 48219

Phone: (248) 934-0901

Email: lharri@cityhop.com

Website: SILENTDISCO.CITYHOP.COM

How large of a space are you requesting: 8x8x8

Does your booth require electrical hook up: YES

If yes, what will the electrical be used for: WIRELESS TRANSMITTERS, LIGHTING, SILENT DISCO

Would you like to be included on our advertising material: YES; @CITYHOPSILENTDISCO

Business/Product Details that you would like to have at the WSAF:

BOUNCE SILENT DISCO DANCE PARTY HOSTED BY @CITYHOPSILENTDISCO
THIS IS GOING TO BE FUN.

Please submit a photograph of your booth display or description of items you are selling with this application. If accepted into the fair, further information will be emailed to you regarding partnership pricing, booth space location, etc.

Insurance: The business shall procure and maintain (copy to be submitted to the Art Fair Committee by June 1, 2022) for the duration of the fair bodily injury and property damage liability insurance in the amount of no less than \$1,000,000 combined single limit. The City of Wyandotte, Wyandotte Art Fair Committee must be named as additional insured on the insurance policy. If you do not submit the requested insurance you will not be allowed to participate in the Wyandotte Street Art Fair.

HOLD HARMLESS: In consideration of the City of Wyandotte granting permission to the undersigned to utilize the City sidewalks/streets during the special event occurring July 11-19 2022. The undersigned hereby assumes all risks and liability relating to the utilization of said sidewalks/streets and agrees to hold harmless and indemnify the City of Wyandotte, City Officials, City Employees, Wyandotte Street Art Fair, Wyandotte Street Art Fair Directors and Committee Members, from all liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or property of others arising out of or resulting directly or indirectly from the utilization of said City sidewalks/streets in the City of Wyandotte during the above dates. The undersigned further does hereby remise, release, and forever discharge the City of Wyandotte, its officers, agents and employees from any and all claims, demands, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from the utilization of said City sidewalks/streets in the City of Wyandotte during the above dates. I agree to abide by each of the regulations on this application, the Laws of the State of Michigan and the laws and ordinances of the City of Wyandotte and will be responsible for our organizations/business/individual compliance.

REPRESENTATION: The below signed represents and warrants that they are authorized to sign this document committing the sponsoring organization. Agreed to this 3 day of January, 2022

Name: LAVAN HARRIS

Signature

Lavan Harris



Dear Mayor and City Council,

The Wyandotte Veterans of Foreign Wars Post 1136 in conjunction with the Michigan Army National Guard and the local Wyandotte United States Recruiting Office is hoping to host at Freedom Festival prior to the VFW's Family Day Picnic on August 6, 2022. The VFW requested that the Michigan Army National Guard provide a UH-47 Chinook Helicopter for a static display. We would like to land the helicopter at Pulaski Park in the outfields of the ball diamonds. The Michigan Army National Guard requires that City execute a Land Use Agreement, provide EMS services and barricade fencing around the landing area. I have spoken with Justin Lanagan at Recreation to ensure there were no other activities planned at Pulaski for August 6th, there are no other events or ball games planned. I have spoken to the Wyandotte Fire Department Fire Chief, Tom Lyon, he said he would be able to facilitate the staff needed for the two hours the helicopter will be on site. Additionally, I spoke with the City of Wyandotte DPS Superintendent, Jon Allen, they would be able to provide the needed barricade fencing requested.

The Wyandotte Veterans of Foreign Wars is requesting that City Council allow the VFW, Michigan Army National Guard and Local Recruiters use Pulaski Park on August 6, 2022 from 10am to 12pm for the static display of the UH-47 Chinook Helicopter and Freedom Festival. Additionally request City Council to authorize the Mayor to execute the Land Use Agreement required by the Michigan Army National Guard, Land Use agreement is enclosed.

Lastly, I would invite the Mayor, Council members and residents of Wyandotte to all attend the Freedom Festival on August 6, 2022 10am to Noon and ask that City promote the event on the Fort Street and Yack Arena signs prior to the event.

Respectfully Submitted,

Brian J. Martin

Commander, Wyandotte Veterans of Foreign Wars, Post 1136

RESOLUTION

Item Number: #2
Date: July 11, 2022

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council grants permission to the Michigan Army National Guard in the form of a Land Use Agreement for the landing of a UH47 Chinook Helicopter and Static Display from 10AM to Noon on August 6, 2022 at Pulaski Park in conjunction with the VFW 1136 and Wyandotte branch of the US Army Recruiting Office's Freedom Festival.

BE IT FURTHER RESOLVED that Mayor and Clerk are authorized to sign the Land Use Agreement on behalf of the City of Wyandotte.

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	_____
_____	Crayne	_____
_____	Hanna	_____
_____	Shuryan	_____
_____	Stec	_____



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
OFFICE OF THE DIRECTOR, AVIATION AND SAFETY
10700 EATON HIGHWAY
GRAND LEDGE, MICHIGAN 48837

NGMI-AVS

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Land Use Agreement

THIS AGREEMENT, consisting of three (3) pages and containing one (1) enclosure, is entered into by and between the **MICHIGAN ARMY NATIONAL GUARD**, having its headquarters at the 10700 W. Eaton Hwy, Grand Ledge, MI 49937-9102, hereinafter referred to as **"MIARNG"**.

AND

LANDOWNER, _____, hereinafter referred to as **"OWNER"**.
WHEREAS: Owner is vested with the title of a tract of land located in _____ County
at the address of _____,
consisting of approximately _____ acres.

WHEREAS: MIARNG aviation unit intend to use the premises (defined herein) belonging to the Owner for military aviation mission purposes, and the Owner is willing to allow those aviation units of the MIARNG to conduct such activities upon the premises.

WHEREAS: The military aviation mission will consist of only those tasks that are duly authorized by the Mission Briefing Officer and Final Mission Approval Authority and in accordance with all applicable Department of the Army, National Guard Bureau, and Michigan Army National Guard standards and policies.

NOW THEREFORE: For and in consideration of the mutual promises herein contained, the parties agree as follows:

1. The Owner hereby grants the MIARNG the right and privilege to fly over, enter into and land aircraft on the Owner's premises (as described above) for purposes of conducting military aviation operations. The rights and privileges granted under this agreement shall continue until this agreement is terminated as hereinafter provided, subject to all of the terms, conditions, and restrictions set forth herein.
2. The MIARNG intends to use Owner's premises on the date(s) of _____
from the times of _____.



NGMI-AVS
SUBJECT: Land Use Agreement

a. Military aviation mission shall consist of military helicopter(s) containing crew and passengers. Vehicular access to the Owners' property by the MIARNG will not be a normal part of aviation mission and shall be limited to only that which is mission essential to include the recovery of any aircraft which may become disabled during the course of operations.

b. Should aircraft become disabled on Owners property requiring MIARNG personnel to remain on owners property for the purpose of securing and guarding the aircraft, the MIARNG shall notify the Owners as soon as practicable.

c. MIARNG notification to the Owner shall be transmitted in the most expeditious manner possible under the circumstances and efforts will be made to confirm acknowledgement of receipt. However, notification via telephone, e-mail or written surface mail letter will satisfy the notification requirement under the terms of this agreement. A record of all such notifications to Owner shall be maintained by the MIARNG.

d. A Landing Site Safety Survey will be conducted either via aerial or map reconnaissance and appended as Enclosure 1 to this agreement before military aviation operations are undertaken on the Owner's property and said Survey shall be renewed if any changes to the landing site made.

e. Owner shall make reasonable efforts to notify MIARNG of any known changes to the physical attributes of the property which could impact operations or any potential hazards which may have arisen since the last Landing Site Safety Survey or Aerial Reconnaissance.

3. Either party may terminate or modify this agreement as follows:

a. To suspend or revoke access and use by the MIARNG of specific areas of Owner's property, Owner agrees to provide two (2) days-notice to the MIARNG; or

b. To terminate this agreement in its entirety, either party may provide five (5) days written notice to the other party.

4. This license to use and occupy Owner's property within the terms stated herein is granted to the MIARNG by Owner to the MIARNG rent-free, with no stipulation, implication, consideration, or inference of any remuneration between the parties.

5. The MIARNG shall take all reasonable precautions:

a. To prevent fires thereon, and to take all reasonable actions necessary to suppress fires inadvertently ignited thereon;

b. To prevent spills of any hazardous or toxic substances thereon, and to take all reasonable actions necessary to immediately contain, cleanup and remove any such spillage.

NGMI-AVS
SUBJECT: Land Use Agreement

6. The parties agree and acknowledge that members of the MIARNG on the Owner's premises shall conduct such operations in a federally-funded duty status pursuant to the provisions of Title 32 USC §502 and the Federal Tort Claims Act (FTCA). Any damages or injuries suffered by the Owner or by any third party due to the actions or negligence of MIARNG personnel acting within the official scope of their duties may be pursued against the United States under the provisions of the FTCA. Claims made under the FTCA should be filed with the regional claims office located at the Claims Branch of the Office of the Staff Judge Advocate, Fort Knox, Kentucky. The Michigan National Guard Office of The Staff Judge Advocate will be available to assist the owner in the preparation and filing of any such claims. Any injuries which may be suffered by a member of the MIARNG while training on the Owners' premises shall be covered by the United States which shall hold Owner harmless in accordance with applicable Federal law and regulation.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below.

TODD A. FITZPATRICK
LTC, AV, USA
State Army Aviation Officer

AUTHORIZING OFFICIAL

DISTRIBUTION:

- 1- Each Signatory
- 1- CFMO

ENCLOSURES: 1. Landing Site Safety Survey

NGMI-AVS
SUBJECT: Land Use Agreement

ENCLOSURE 1 (*Landing Site Safety Survey*)

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 7/11/2022

AGENDA ITEM # 3

ITEM: Budget Hearing - 2022 Tax Rate to Support 2023 Fiscal Year Operations

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Listed below is an explanation of the need to have a budget hearing regarding the property tax millage rate to be levied to support the proposed General City Operating Budget. These rates will defray the City's operating costs for the upcoming Fiscal Year ending September 30, 2023.

1. The millage rate for City operating purposes will be \$16.8634 per thousand dollars of Taxable Value (\$14.4505 for City Operating and \$2.4129 for refuse disposal). This amount includes the millage (3.00 mills) authorized by voters in May of 2019. This is a reduction of 0.3039 mills due to the rollback requirements of the Headlee Amendment.
2. The public hearing to discuss the proposed operating millage rates for the 2022 Calendar Year will be held on July 25, 2022, in accordance with Public Act 40 of 1995.
3. The actual City Council vote on the proposed operating millage rates for the 2023 Fiscal Year operating budget will also take place on July 25, 2022, in accordance with Public Act 75 of 1991.
4. A "Truth in Taxation" hearing will not be required if the above referenced hearing is properly posted and held in accordance with Public Act 40 of 1995.
5. The tax rate for debt requirements will be set at an amount sufficient to pay for funded debts of the city and interest thereon. These debts include the debt service for the bonds sold to construct the Police/Court building, the debt service for the bonds sold to renovate the Yack Arena, debt incurred to renovate the Central Fire Station and debt incurred to purchase new ambulances, police vehicles, fire vehicles and equipment, and snow plowing equipment.
6. The tax rate will be set at an amount sufficient to provide for the operation and maintenance of Drain Number Five (5). The recommended rate for this purpose is 3.4737 mills.

STRATEGIC PLAN/GOALS: To be financially responsible.

ACTION REQUESTED: Schedule the necessary public hearing on July 25, 2022

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: City Clerk to schedule the public hearing on July 25, 2022.

LIST OF ATTACHMENTS: None

RESOLUTION

Item Number: #3
Date: July 11, 2022

RESOLUTION by Councilperson _____

WHEREAS the City Administrator has filed a copy of the communication relative to the 2023 Fiscal Year Operating Budget and Corresponding Operating Tax Millage Rate;

NOW, THEREFORE, BE IT RESOLVED that this Council shall hold a Budget Meeting, in accordance with Public Act 40 of 1995, in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, on July 25, 2022, at 7:00 pm

BE IT FURTHER resolved that the City Council will act on the 2022 operating millage rate pursuant to Public Act 75 of 1991, at the July 25, 2022, Council meeting after the closure of the required Budget Hearing.

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	_____
_____	Crayne	_____
_____	Hanna	_____
_____	Shuryan	_____
_____	Stec	_____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 7/11/2022

AGENDA ITEM # 4

ITEM: Special Events Application: Community Choice Credit Union

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

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

BACKGROUND: Please see the below request from Community Choice Credit Union for the use of the Yack Arena Parking lot for backpack distribution.

August 3rd 2022

2 - 6 pm

Yack Arena Parking Lot and Maple Street from 2nd Street to 3rd Street

This event has been reviewed and approved by the Fire and Police Departments, Recreation and The Department of Public Service. The Department of Legal Affairs will write up a hold harmless agreement for Community Choice Credit Union to sign and return to the Special Events Office.

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 on August 3rd 2022.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

LIST OF ATTACHMENTS:

1. 1278_001

RESOLUTION

Item Number: #4
Date: July 11, 2022

RESOLUTION by Councilperson _____

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 August 3rd 2022.

Community Choice Credit Union

August 3rd 2022

2 - 6 pm

Yack Arena Parking Lot and Maple Street from 2nd Street to 3rd Street

This event has been reviewed and approved by the Fire and Police Departments, Recreation and The Department of Public Service. The Department of Legal Affairs will write up a hold harmless agreement for Community Choice Credit Union to sign and return to the Special Events Office.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Crayne
Hanna
Shuryan
Stec

Application for Special Event

Special Events Office, City of Wyandotte * 3200 Biddle Avenue Wyandotte, Michigan 48192

P: 734-324-4502 F: 734-324-7283 * hthiede@wyandotte.mi.gov

Date of proposed event: August 3, 2022 Times: 2pm to 4pm
Name of Applicant: Nicole Baker Name of Business or Organization: Community Choice Credit Union
Type of legal entity of your business/organization: Community Choice Credit Union

If a Corporation or LLC, a certificate of good standing and a corporate resolution indicating who is authorized to sign the application, hold harmless and all other city documents on behalf of the entity is required. Note: The applicant may receive this from the State of Michigan for \$10. If the LLC does not provide a resolution, the city must receive a copy of their "Operating Agreement" which must identify who can act on behalf of the LLC.

Name of individual authorized to sign documents on behalf of your business/organization: Nicole Baker
Address: 3099 Biddle Email: nbaker@communitychoicercu.com Cell Phone: _____

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 Events Office.

Site of proposed event: Yacht Arena Parking and Maple between 400 + 2nd & 3rd

Estimated maximum number of persons expected at the event for each day: _____

Is Alcohol going to be served or provided at this event: no Do you have a license: _____

Do you need water hook up for this event? no Where? _____ Used 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(SE)Office along with this application if you require power at your event. If your event is approved by the City Departments and Mayor and City Council, you will must submit detailed power needs to the SE Office no later than 20 days prior to your event set up. After this information is given to the SE Office, it will be sent to the Municipal Service Department for processing. You will be contacted as to when and where you can pick up your power boxes before the event. Any other process other than what is noted above is void and power will not be supplied at your event.

Application fee: Please check off the city services that you require for your event below. The application fee will be determined by the amount of city needs. (This does not include the fees for city services or over time costs before/during/after your event)

☐ No city services requested: (\$50 fee made payable to the City of Wyandotte)

☐ Department of Public Service needs: fencing, road closures

☐ Electrical Hook Up ☐ Water Hook Up

☐ Wyandotte Police Department assistance: Security, patrol, etc.

☐ Wyandotte Fire Department assistance: Site inspection, EMS on site, etc.

☐ City Department Meeting prior to event for review of event details, planning on site needs, etc.

Total items check: _____

No city services required: \$50 application fee

One box: \$100 application fee Two or more boxes: Please add \$50 for each item checked - If all boxes are checked- \$300 application fee

Please note: By filling out this application, you are applying to have an event in Wyandotte. This application is subject to review and potential approval and denial. If your application is approved by City Departments and Mayor and City Council, the below steps are taken:

Information of approval is sent to applicant: hold harmless agreement, resolution for your files. Event details are requested from applicant: Exact amount of power needed and locations, insurance documents, copy of liquor license, additional city needs, etc.

Date filing this application: 6-13-2022 If submitting this application past the listed deadlines please include a late fee of \$50 with application fee.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 7/11/2022

AGENDA ITEM # 5

ITEM: Tree Box Planters at 947 1st

PRESENTER: Gregory J. Mayhew

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: A property maintenance complaint was received for tree box planters at 947 1st Street, stating the installed planter boxes prevent the opening of passenger doors for vehicles parked in front of the obstructions. The complaint was inspected and found to be in violation of Code of Ordinance Sec. 174.001 Obstructions and Encumbrances Prohibited, "No person shall obstruct or encumber any public wharf, street, alley or any public space with any article or thing whatsoever." The property owner was sent a violation notice to remove the planter boxes, or secure Council approval for the obstruction pending a reduction in size.

The owner has submitted a formal request to retain the planter boxes in their current configuration. If the planter box encroachments are approved by Council, in accordance with Sec. 174.008(A), the Engineering and Building Department recommends reducing the size and/or height of the planter boxes to allow for vehicles parked on the City street to be able to open their doors without damage. Thirty-six (36) inches of clear space behind the face of curb is recommended. Execution of a Grant of License and Hold Harmless Agreement would also be required for the encroachments.

STRATEGIC PLAN/GOALS: To maintain safe public streets usable by all.

ACTION REQUESTED: Approve the request from the homeowner at 947 1st Street to retain the encroachments in the tree easement in front of the home pending execution of a Grant of License and Hold Harmless Agreement and a reduction in size of the encroachment, as directed by the Engineer.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None.

IMPLEMENTATION PLAN: Approve the request for the encroachment, with requirements, and authorize the Mayor and Clerk to execute the Grant of License and Hold Harmless Agreement.

LIST OF ATTACHMENTS:

1. 947 1st Citizen Request
2. 947 1st Property Maintenance Letter
3. 947 1st Obstruction 1
4. 947 1st Obstruction 2
5. 947 1st Obstruction 3
6. 947 1st Obstruction 4

RESOLUTION

Item Number: #5
Date: July 11, 2022

RESOLUTION by Councilperson _____

RESOLVED that Council concurs with the recommendation of the City Engineer, and in accordance with Code of Ordinance Sec. 174.008(A), permits the two encroachments for tree planter boxes at 947 1st Street provided the property owner reduces the size of the boxes as directed by the Engineer, and signs a Hold Harmless Agreement and a Grant of License for the encroachments.

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	_____
_____	Crayne	_____
_____	Hanna	_____
_____	Shuryan	_____
_____	Stec	_____

June 24th, 2022

Jesus Plasencia
Assistant City Engineer
jplasencia@wyandottemi.gov

RE: Items in the Right of Way at 947 1st Street
Wyandotte, Michigan 48192

Mr. Jesus Plasencia,

I am writing this letter in regards to my two masonry planter boxes, which both encircle a Cleveland Select Fruitless Pair Tree, which are located on the city easement. During the early summer of 2018 I installed both of these masonry planter boxes (approximately four years ago). At the time I spent approximately one-thousand dollars to complete this project. Since the installation/completion of the masonry planter boxes, I have not received any negative backlash, until I received your notice.

I understand that time itself does not justify my planter boxes to remain in place, however, on countless occasions I have been complimented by nearby neighbors and individuals passing by on foot. I have never had anyone express their displeasure with my landscape boxes.

I personally believe my masonry planter boxes are an improvement to both my property and the look of the neighborhood as a whole. As you were able to see in person on the evening of May 23rd, 2022, at approximately 1651 HRS, the planter boxes are well maintained and level in appearance. Please refer to the three following attached photographs, if need be, to refresh your recollection.

Over the years, I have received compliments from my neighbors at the following addresses: 963 1st Street (Ed and Laura Zacker), 955 1st Street (Mike and Amanda Jacobs), 944 1st Street (Tom and Connie McCleese), 929 1st Street (Tracey Owens), and 926 1st Street (John Lyson).

If you require further explanation or have any further questions or concerns, please contact me at

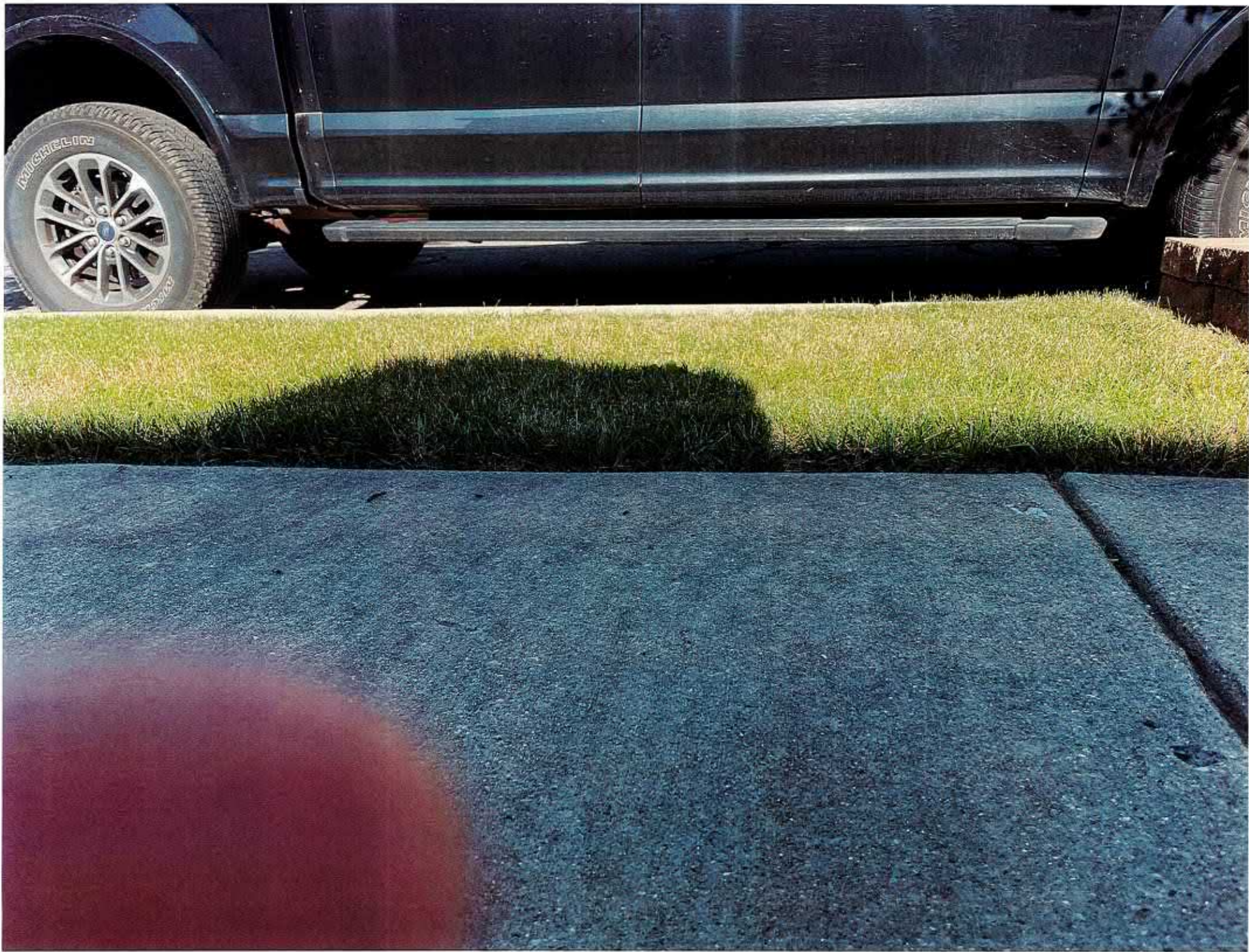
Thank you for your assistance in this matter,


Nicholas Stathakis

Proud Wyandotte resident since '16







OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



MAYOR
Robert A. DeSana

COUNCIL
Robert Alderman
Chris Calvin
Kaylyn Crayne
Todd Hanna
Rosemary Shuryan
Kelly M. Stec

GREGORY J. MAYHEW, P.E.
CITY ENGINEER

May 26, 2022

FIRST CLASS MAIL

STATHAKIS, NICHOLAS
947 1ST STREET
WYANDOTTE, MI 48192

RE: Items in the Right of Way at 947 1st Street
Wyandotte, Michigan

Dear Owner:

It has been observed that the placement of two (2) large masonry planter boxes encircle the two (2) trees in the city easement at the above captioned property. The planter boxes are directly behind the back of curb and prevent vehicle doors from opening. Each measure 5.2 feet by 5.2 feet; masonry extends 12 inches above pavement and 7 inches behind the face of curb. This encroachment requires approval by the City Council along with the entering into a hold harmless and grant of license agreement with the City of Wyandotte.

Please seek proper approval for this encroachment or remove the encroachment by June 27, 2022. Failure to correct this issue could result in a citation being issued.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4551 or email jplasencia@wyandottemi.gov.

Please note: Should approval be granted, the masonry planter boxes will need to reduce to allow for 24 inches of unobstructed behind curb to allow for door swing of vehicles.

Very truly yours,

Jesus Plasencia
Assistant City Engineer









REPORTS & MINUTES

CITY OF WYANDOTTE SPECIAL FIRE COMMISSION MEETING

The Special Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, May 31, 2022. Commissioner Melzer called the meeting to order at 6:30 p.m.

ROLL CALL:

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

READING OF JOURNAL

Motioned by Commissioner Harris, supported by Commissioner Melzer to approve the minutes as recorded for the meeting held on May 17, 2022. Motion carried unanimously.

COMMUNICATIONS

NEW BUSINESS

1. *Support hiring of 3 new employees*
Commissioner Harris motioned to support hiring of 3 new employees; supported by Commissioner Melzer. Motion carried.
2. *Support promotion of FF Kyle Caparaotta to Sergeant*
Commissioner Harris motioned to support Civil Service recommendation to promote FF Kyle Caparaotta to Sergeant; supported by Commissioner Melzer. Motion carried.

DEPARTMENTAL

1. *Department bills submitted May 18, 2022 in the amount of \$10,666.09*
Commissioner Harris motioned to pay bills and accounts submitted as stated above; supported by Commissioner Melzer. Roll call; motion carried.

Fire Commission Meeting

Page 2

May 31, 2022

DEPARTMENTAL (continued)

2. *DOT inspection with mandatory repairs to KME E753*

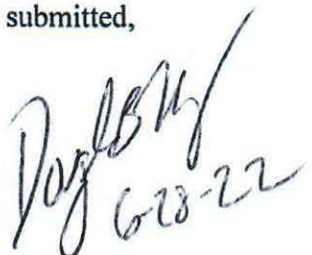
Chief Lyon informed commission of mandatory repairs that are needed.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:45 p.m.

Respectfully submitted,

Bobie Heck
Secretary
BH/lm

A handwritten signature in cursive script, appearing to read 'Bog Heck', is written over the printed name. Below the signature, the date '6-18-22' is handwritten.