



AGENDA

REGULAR SESSION

MONDAY, APRIL 9, 2018 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE CHRIS CALVIN

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

PRESENTATIONS

PRESENTATION OF PETITIONS

APPROVAL OF AGENDA

PUBLIC HEARINGS

1. Show Cause Hearing: Demolition of Garage at 4500 17th

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.

2. Approval of Council Meeting Minutes – March 26, 2018
3. TIFA & DDA Status Report
4. Business License Ordinance Review
5. Council Meeting Protocol Update
6. Payment Processing Agreement – FORTE
7. Special Event Applications:
 - a. Washington Elementary 2018 Literacy Walk
 - b. Our Lady of the Scapular Parish Mary the Blessed Mother Procession
8. Downtown Markets Event Approval
9. Independence Day Parade Carriage Contract
10. Wyandotte Street Art Fair 2018:
 - a. Entertainment Contracts
 - b. City Hall Parking Lot Contract
 - c. Rentals
 - d. Beverage Area Manager Contract
 - e. Marketing Contracts

NEW BUSINESS

11. Reappointment of Department of Legal Affairs
12. First Reading of an Ordinance - #1462: Setting Salary for Department of Legal Affairs
13. 2018 Poverty Tax Relief Guidelines

14. Hiring of Civil Engineer II – J. Jenkins
15. Hiring of Clerk Typist I – D. Eichler
16. Music at the Museum Program
17. Sale of City Property:
 - a. Purchase Agreement - 558 Bondie
 - b. Purchase Agreement - 603 Lincoln
 - c. Purchase Agreement - 1201 Chestnut
 - d. Purchase Agreement – Former 516 Plum
 - e. NEZ Application – 518 Plum
 - f. Purchase Agreement - 849 Superior
 - g. Purchase Agreement - 3391 13th
18. City Purchase of 2726 9th St.
19. Property Lease – Outdoor Café at 2910 Van Alstyne
20. Property Lease – Outdoor Café at 2817 Van Alstyne
21. Contract Extension for 2018 Concrete Street Repairs (Bid File #4672)
22. 2017 CDBG Asphalt Resurfacing Program- Award of Contract
23. Phase I Preliminary Site Plan – 785 Forest
24. Final Reading of an Ordinance - #1461: Rodentproofing Measures

BILLS & ACCOUNTS

REPORTS & MINUTES

| | |
|-------------------------------|----------------|
| Daily Cash Receipts | April 3, 2018 |
| Municipal Services Commission | March 21, 2018 |
| Recreation Commission | March 14, 2018 |

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

ADJOURNMENT

Guide Sheet

PUBLIC HEARING

Show Cause Hearing -
Demolition of Garage at 4500 17th Street

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 19, 2018

AGENDA ITEM # Supplemental Info
for Hearing

ITEM: Dangerous Structure at 4500 17th Street, Wyandotte, Michigan

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City was called out to the property at 4500 17th Street on a wellness check. It was determined that the owner had passed away in the home and the house was unsanitary and in poor condition. Multiple property maintenance notices were sent to the Interested Parties. On November 29, 2017, a Show Cause Hearing was held in the Engineering and Building Department since the property maintenance violations had not been corrected. At this hearing, the Hearing Officer determined that the garage is unsafe and should be demolished. Attached are minutes of the Hearing.

Therefore, in accordance with Section PM-107.6 Filings of Findings, the undersigned request that your Honorable Body set a hearing to Show Cause why the structure should not be demolished in accordance with Section PM-107.7 Council Action of the Wyandotte Property Maintenance Code.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to maintaining and developing excellent neighborhoods.

ACTION REQUESTED: Schedule Show Cause Hearing to determine if the property should be demolished

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Schedule Show Cause Hearing before the City Council and proceed as resolved

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: REVIEWED BY W. LOOK

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Letter dated October 6, 2017; October 24, 2017; Show Cause Hearing Minutes of November 29, 2017

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date:

RESOLUTION by Councilperson _____

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 November 29, 2017, and the property owner or other interested parties have been given opportunity to show cause, if any they had, why the garage at 4500 17th 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 9, 2018 at 7:00 p.m. at which time all interested parties shall cause, if any they have, why the structure has not been demolished or why the City should not have the garage structure demolished and removed at 4500 17th 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:

NICHOLAS LABATE
4500 17TH STREET
WYANDOTTE, MI 48192

ZE A. LABATE
PERSONAL REPRESENTATIVE
NICHOLAS LABATE DECEASED
2959 HAMPIKIAN DRIVE
MILFORD, MI 48380

MARY KIRBY
333 FOREST STREET
WESTLAND, MI 48186

SHOW CAUSE HEARING MINUTES

4500 – 17th Street, Wyandotte

November 29, 2017

PAGE 1 OF 1

PRESENT: Mark Kowalewski, City Engineer
Jesus Plasencia, Assistant City Engineer
Lou Parker, Hearing Officer
Sheila Johnson, Secretary

The Hearing was called to order at 8: 40 a.m. by Mark Kowalewski, City Engineer.

Mr. Kowalewski asked Mr. Plasencia and Mr. Parker the current status of the property.

Mr. Plasencia stated that Property Maintenance issues were going on for a couple of months. On September 5, 2017 the Police Department was called out and it was discovered that the owner had been deceased for three (3) weeks. The house had rotting food, piles of debris stacked up, foul order, unsanitary and in poor condition. The Fire Chief had the power disconnected due to a heater/fan running and could create a possible fire hazard. Zea Labate (daughter of Nicholas Labate, deceased) contacted Mr. Plasencia on September 12, 2017 and by September 23, 2017, that the property had been cleaned up a little bit. Mary Kirby (sister of Nicholas Labate, deceased) contacted Mr. Plasencia on September 13, 2017, and had tried cleaning up but the Police Department was called out and she was unable to do anymore work at the property. On September 28, 2017, the DPS cleaned the outside debris. Also, a few vehicles were towed away or removed by family members. Zea Labate (daughter of Nicholas Labate, deceased) contacted Mr. Plasencia on September 28, 2017 and stated she intended to sue the City of Wyandotte due to how things were handled and Mr. Plasencia had given her the City Attorney Bill Look's phone number.

Mr. Plasencia and Mr. Parker stated that currently the house doors and windows were boarded over, the gate is padlocked, the garage door is boarded up and garage wall is being held up by pallets and 2" x 4" to stabilize it.

Mr. Parker stated that he is ordering that the garage be demolished since it is an eyesore and dangerous (demo permit is required), remove the boards over the windows and doors, complete the Property Maintenance violations that were cited (attached), and schedule an interior house inspection proving that it has been cleaned up within sixty (60) days (February 1, 2018).

Mr. Parker indicated that if the garage is not demolished by February 1, 2018, then the matter will be referred to City Council to conduct a hearing for the demolition of the garage by the City with costs filed as a lien on the property.

Mr. Kowalewski, Mr. Parker and Mr. Plasencia agreed that the repairs to the house need to be completed by February 1, 2018. If repairs are not completed by that time on the house, a citation will be issued.

The Hearing adjourned at 9:00 a.m.

Attachments: PM letters: 9-6-17, 9-7-17, 10-6-17, 10-24-17

OFFICIALS

Theodore H. Galeski
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
TREASURER



MAYOR
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

Certified Mail
First Class Mail

November 1, 2017

NICHOLAS LABATE
4500 17TH STREET
WYANDOTTE, MI 48192

ZE A. LABATE
2959 HAMPIKIAN DRIVE
MILFORD, MI 48380

MARY KIRBY
333 FOREST STREET
WESTLAND, MI 48186

RE: Tax I.D. #57-019-15-0036-000
4500 17TH STREET
Wyandotte, MI 48192

To Whom It May Concern:

This letter is to inform you that the City of Wyandotte Department of Engineering and Building has scheduled a Show Cause Hearing in accordance with Section PM-107.3 Disregard of notice, of the Property Maintenance Code for **November 29, 2017 at 8:30 a.m.** in the Engineering and Building Department at Wyandotte City Hall. This Show Cause Hearing will be presided over by the Hearing Officer to discuss the property maintenance violations of the referenced property and why it should not be demolished.

If you cannot attend this Hearing at the time and date specified above, please contact the Department of Engineering and Building. Thank you for your cooperation in this matter.

Very truly yours,

Jesus Plasencia
Assistant City Engineer

Attachments: Property Maintenance Letters 9-6-17, 9-7-17, 10-6-17, 10-24-17

CC: Lou Parker, Hearing Officer

3200 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-4500 • Fax 734-556-3179 • www.wyandotte.net

Equal Housing Opportunity/Equal Opportunity Employer

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

Date: October 24, 2017

FINAL NOTICE
FIRST CLASS MAIL

LABATE, NICHOLAS
4500 17TH
WYANDOTTE, MI 48192

RE: Property Maintenance Complaint at 4500 17TH

Dear Owner:

The City of Wyandotte Department of Engineering and Building has received a complaint regarding the condition of your building. A field inspection verified that your building is in violation of the Wyandotte Property Maintenance Ordinance. See the violations below:

AREA: House

Only means of access cannot be from one bedroom to another PM405.2

INSPECTOR COMMENTS:

09/05/17 Ingress/egress blocked by multitude of debris throughout the home, stacked from the floor to the ceiling. Windows observed blocked from the exterior. Additionally, rotten odors fill the home. This structure was subsequently posted unsafe for human occupancy on 09/06/17.

09/25/17 No change. This office has not been contacted for inspection of sanitary conditions. House was secured over the weekend, boards on north and east doors as well as garage and shed.

10/23/17 The office has not been contacted for the inspection of sanitary conditions within the home.

Failure to correct the cited property maintenance violations by November 24, 2017 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4558 or email jplasencia@wyandotte.mi.gov.

Very truly yours,

Jesus Plasencia
Building Inspector



3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192 734-324-4551 • Fax 734-556-3179 email: engineering1@wyan.org

Equal Housing Opportunity



An Equal Opportunity Employer

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

Date: October 6, 2017

FINAL NOTICE
FIRST CLASS MAIL
& CERTIFIED MAIL

LABATE, NICHOLAS
4500 17TH
WYANDOTTE, MI 48192

ZEA A. LABATE
2959 HAMPIKIAN DRIVE
MILFORD, MI 48380

MARY KIRBY
333 FOREST STREET
WESTLAND, MI 48186

RE: Property Maintenance Complaint at 4500 17TH

Dear Owner:

The City of Wyandotte Department of Engineering and Building has received a complaint regarding the condition of your building. A field inspection verified that your building is in violation of the Wyandotte Property Maintenance Ordinance. See the violations below:

Only means of access cannot be from one bedroom to another PM405.2

INSPECTOR COMMENTS:

09/05/17 Ingress/egress blocked by multitude of debris throughout the home, stacked from the floor to the ceiling. Windows observed blocked from the exterior. Additionally, rotten odors fill the home. This structure was subsequently posted unfit for human occupancy on 09/06/17.

These conditions are unsanitary and unsafe, creating a health hazard for any occupant and those in the proximity of the dwelling, and violate the following sections of the City of Wyandotte Property Maintenance Code:

PM-305.1 General. "Every occupant shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition."

PM-305.3 Interior surfaces. "All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition."

PM-306.1 Accumulation of rubbish or garbage. "The interior of every structure shall be free from any accumulation of rubbish or garbage."

09/25/17 No change. This office has not been contacted for inspection of sanitary conditions. Boards have been placed, by others, on north and east doors of the home as well as garage and shed.

3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192 734-324-4551 • Fax 734-556-3179 email: engineering1@wyan.org



Equal Housing Opportunity

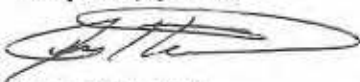


An Equal Opportunity Employer

Schedule an inspection to review the completed interior property maintenance violations by October 23, 2017. Failure to correct the cited property maintenance violations by October 23, 2017 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4558 or email jplasencia@wyandottemi.gov.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J. Plasencia', enclosed within a large, loopy oval flourish.

Jesus Plasencia
Building Inspector

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

Date: October 6, 2017

FINAL NOTICE
FIRST CLASS MAIL
& CERTIFIED MAIL

LABATE, NICHOLAS
4500 17TH
WYANDOTTE, MI 48192

ZE A. LABATE
2959 HAMPIKIAN DRIVE
MILFORD, MI 48380

MARY KIRBY
333 FOREST STREET
WESTLAND, MI 48186

RE: Property Maintenance Complaint at 4500 17TH

Dear Owner:

The City of Wyandotte Department of Engineering and Building has received a complaint regarding the condition of your building. A field inspection verified that your building is in violation of the Wyandotte Property Maintenance Ordinance. See the violations below:

AREA: Garage

INSPECTOR COMMENTS:

05/25/17 Garage in disrepair, likely requires demolition as portions of south wall are missing and paneling is propped in place. Permit required if garage to be repaired. If repairable, garage requires scrape and paint in entirety and missing boards require replacement for prevention of varmint entry.

06/26/17 No change. Garage remains in disrepair.

09/06/17 No change.

09/25/17 No change.

AREA: House

INSPECTOR COMMENTS:

05/25/17 Downspouts and extensions missing (east side).

06/26/17 No change. Install all missing downspouts and five foot extensions.

09/06/17 No change.

09/25/17 No change.



AREA: Yard (Back)

INSPECTOR COMMENTS:

05/25/17 Rear fence requires repair.

06/26/17 Rear fence remains in disrepair.

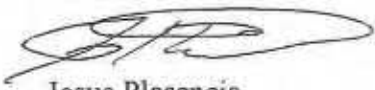
09/06/17 No change.

09/25/17 No change.

Failure to correct the cited property maintenance violations by November 6, 2017 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4558 or email jplasencia@wyandottmi.gov.

Very truly yours,

A handwritten signature in black ink, appearing to read 'JP', enclosed within a large, loopy oval shape.

Jesus Plasencia
Building Inspector

7012 2920 0001 0586 6337

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

| | | |
|---|----|------|
| Postage | \$ | |
| Certified Fee | | |
| Return Receipt Fee (Endorsement Required) | | |
| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage & Fees | \$ | 6.77 |

Postmark Here

WYANDOTTE MI 48192
 OCT 6 2017
 USPS

SE
 St
 or
 Ct
 PS

ZEA A. LABATE
2959 HAMPIKIAN DRIVE
MILFORD, MI 48380

RE-500
 1744

PS Form 3800, August 2004

7012 2920 0001 0586 6313

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

| | | |
|---|----|------|
| Postage | \$ | |
| Certified Fee | | |
| Return Receipt Fee (Endorsement Required) | | |
| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage & Fees | \$ | 6.77 |

Postmark Here

WYANDOTTE MI 48192
 OCT 6 2017
 USPS

Sent To

Street, Apt
 or PO Box

City, State

LABATE, NICHOLAS
4500 17TH
WYANDOTTE, MI 48192

PS Form 3800, August 2004

7012 2920 0001 0586 6306

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

| | | |
|---|----|------|
| Postage | \$ | |
| Certified Fee | | |
| Return Receipt Fee (Endorsement Required) | | |
| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage & Fees | \$ | 6.77 |

Postmark Here

WYANDOTTE MI 48192
 OCT 6 2017
 USPS

SE
 St
 or
 Ct
 PS

MARY KIRBY
333 FOREST STREET
WESTLAND, MI 48186

RE-500
 1744

PS Form 3800, August 2004

Sheila Johnson

From: Jesus Plasencia
Sent: Tuesday, September 12, 2017 4:51 PM
To: zlabate1313@gmail.com
Cc: Mark Kowalewski; Gary Ellison; Dave; Brian Zalewski; Kelly Roberts; Howard Storey; engineering1@wyandotte.org
Subject: 4500 17th - Next of Kin
Attachments: 4500 17th.pdf

Ms. Zea LaBate

Thank you for contacting the Wyandotte Engineering and Building Office. As a note to all copied on the message, Ms. LaBate is the eldest daughter of the deceased owner of the property at 4500 17th Street (Nicholas LaBate). Ms. LaBate will be the point of contact moving forward; her contact information is:

Zea A. LaBate
2959 Hampikian Drive
Milford, MI 48380
(248) 986-9420

Our Department of Public Service (DPS) visited the site today and boarded up the premises again in response to the looting claims by yourself (and possibly neighbors). Also, DPS was scheduled to remove accumulated debris from the rear yard tomorrow (see pictures below). There would be considerable fees for the disposal of the debris. However, based on your communication with me today we have delayed the cleaning of the rear yard until Monday, September 18th. Please address the accumulated debris prior to September 18th to avoid City action to remove the debris.

Enclosed is a copy of the condemnation letter mandating the structure be made sanitary by September 20th. A hard copy will be mailed to your address as well. The Ordinance Officer will also contact you regarding gaining access to the structure on Friday, September 22nd, for the purposes of cleaning the structure. Moving forward, please direct any communications to me. Thank you.



Jesus R. Plasencia, P.E.
City of Wyandotte
Department of Engineering and Buildings
3200 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192
734-324-4558

Sheila Johnson

Subject: FW: 4500 17th - Next of Kin

From: Zea LaBate [<mailto:zlabate1313@gmail.com>]

Sent: Tuesday, September 12, 2017 8:21 PM

To: Jesus Plasencia

Cc: Mark Kowalewski; Gary Ellison; Dave; Brian Zalewski; Kelly Roberts; Howard Storey; engineering1@wyan.org

Subject: Re: 4500 17th - Next of Kin

They are back in there according to neighbors report. Is there anyway I can pay to have a lock put on there ?

Thank you in advance for your help with this matter during a very difficult time. Disrespect for the dead should not be tolerated. As noted I am working with the morgue, and tracking down my brother first issue is laying my dad to rest. The weekend is the first I might be able to make it out there, single parent across town, trying to take care of the dead. If I can do that I will contact the police before going onto the property.

Please advise on putting a lock on there.

On Tue, Sep 12, 2017 at 4:51 PM, Jesus Plasencia <jplasencia@wyandottemi.gov> wrote:

Ms. Zea LaBate

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR

Joseph R. Peterson

COUNCIL

Robert Alderman

Chris Calvin

Robert A. DeSana

Megan Maiani

Leonard T. Sabuda

Donald C. Schultz

Date: September 07, 2017

FINAL NOTICE

FIRST CLASS MAIL

LABATE, NICHOLAS

4500 17TH

WYANDOTTE, MI 48192

RE: Property Maintenance Complaint at 4500 17TH

Dear Owner:

The City of Wyandotte Department of Engineering and Building has received a complaint regarding the condition of your building. A field inspection verified that your building is in violation of the Wyandotte Property Maintenance Ordinance. See the violations below:

AREA: Driveway

INSPECTOR COMMENTS:

05/25/17 Two vehicles in driveway suspected of having no license plates. Green Explorer Sport Track has no visible plate. Vehicle parked west of the Explorer is masked by weed overgrowth.

06/26/17 Green Explorer now has plate. Vehicle west of Explorer remains hidden.

09/06/17 Two vehicles in driveway and third parked on street.

AREA: Garage

Garage / shed requires permit / rat wall / proper location on lot/ permit required PM303.5/303.7/ZO1803

INSPECTOR COMMENTS:

05/25/17 Garage in disrepair, likely requires demolition as portions of south wall are missing and paneling is propped in place. Permit required if garage to be repaired. If repairable, garage requires scrape and paint in entirety and missing boards require replacement for prevention of varmint entry.

06/26/17 No change. Garage remains in disrepair.

09/06/17 No change.

3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192 734-324-4551 • Fax 734-556-3179 email: engineering1@wyan.org



Equal Housing Opportunity



An Equal Opportunity Employer

AREA: House

Gutters / conductors require repair/replace /paint/downspouts disconnected PM304.2/508.1/MDEQNPDES

INSPECTOR COMMENTS:

05/25/17 Downspouts and extension missing (east side).

06/26/17 No change. Install all missing downspouts and five foot extensions.

09/06/17 No change.

AREA: Yard (Back)

Fence requires removal / replace / repair PM303.7

INSPECTOR COMMENTS:

05/25/17 Rear fence requires repair.

06/26/17 Rear fence remains in disrepair.

09/06/17 No change.

AREA: Yard (Entire)

Required to be free from rubbish or garbage PM306.1

INSPECTOR COMMENTS:

05/25/17 Remove trash and leaves from yard. Much accumulation in rear yard.

06/26/17 Rear yard remains overwhelmed with debris. Remove accumulated debris.

09/06/17 No change. DPS contacted for removal of accumulations.

Requires prevention of weeds PM303.4

INSPECTOR COMMENTS:

05/25/17 Grass (weeds) require mowing.

06/26/17 Front yard trimmed but rear yard remains overgrown.

09/06/17 No change. DPS contacted for overgrown weeds.

Failure to correct the cited property maintenance violations by October 07, 2017 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4558 or email jplasencia@wyandottemi.gov.

Very truly yours,

Jesus Plasencia
Building Inspector

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR

Joseph R. Peterson

COUNCIL

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

Date: September 07, 2017

FIRST CLASS MAIL

LABATE, NICHOLAS
4500 17TH
WYANDOTTE, MI 48192

RE: Property Maintenance Complaint at 4500 17TH

Dear Owner:

The City of Wyandotte Department of Engineering and Building has received a complaint regarding the condition of your building. A field inspection verified that your building is in violation of the Wyandotte Property Maintenance Ordinance. See the violations below:

Only means of access cannot be from one bedroom to another PM405.2

INSPECTOR COMMENTS:

09/05/17 Ingress/egress blocked by multitude of debris throughout the home, stacked from the floor to the ceiling. Windows observed blocked from the exterior. Additionally, rotten odors fill the home. This structure was subsequently posted unsafe for human occupancy on 09/06/17.

Failure to correct the cited property maintenance violations by October 07, 2017 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4558 or email jplasencia@wyandottemi.gov.

Very truly yours,

Jesus Plasencia
Building Inspector

3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192 734-324-4551 • Fax 734-556-3179 email: engineering1@wyan.org



Equal Housing Opportunity



An Equal Opportunity Employer

OFFICIALS

Theodore H. Galeski
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER



MAYOR
Joseph R. Peterson

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

September 6, 2017

Mr. Nicholas Labate
4500 17th Street
Wyandotte, Michigan 48192

RE: Unsanitary Conditions
4500 17th Street
Wyandotte, Michigan

Dear Mr. Labate:

On September 5, 2017, during a police response to a well being confirmation, the undersigned observed unsanitary conditions, including, but not limited to, as follows.

Garbage, junk, debris, litter and combustible materials are present and piled throughout the living room. Access to the remainder of the house was nearly impossible due to the abundance of debris. Additionally, an overwhelming odor of decay was observed. Medical examiners on site also reported multiple areas of decomposing fluids throughout the structure. Debris, some combustible, was also witnessed piled up against windows, creating a fire hazard and obstructing means of egress. A review of utility records indicates no water usage for several years.

These conditions are unsanitary and unsafe, creating a health hazard for any occupant and those in the proximity of the dwelling, and violate the following sections of the City of Wyandotte Property Maintenance Code:

PM-305.1 General. "Every occupant shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition."

PM-305.3 Interior surfaces. "All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition."

PM-306.1 Accumulation of rubbish or garbage. "The interior of every structure shall be free from any accumulation of rubbish or garbage."


Therefore, the undersigned deems that the dwelling at 4500 17th Street is unfit for human occupancy in accordance with Section PM-108.1.3 Structures unfit for human occupancy, of the Wyandotte Property Maintenance Code and is hereby **CONDEMNED** in accordance with Section 108.0 Unsafe Structures and Equipment.

It shall be unlawful for any person to enter such structure except for the purpose of making it sanitary and safe by removal of all debris, garbage and rubbish; cleaning and sanitizing floors, carpets, furniture, counter tops and bathroom facilities; repairing walls and ceilings; and providing water service.

You are hereby directed to make the structure sanitary within fourteen (14) days of this Notice. Failure to do so will result in the undersigned proceeding with Section PM-107.3 Disregard of notice, at which time a Show Cause Hearing shall be convened.

Once the dwelling has been cleaned and sanitized, an inspection by the undersigned will be required before the CONDEMNATION NOTICE is removed and occupancy allowed. Contact the undersigned at 734-324-4558.

Very truly yours,



Jesus Plasencia
Assistant City Engineer

Attachments: Copy of CONDEMNATION NOTICE Attached

POSTED
Mailed

Cc: Wyandotte Police Department
Wyandotte Fire Department
Wyandotte Ordinance Officer
Address File

NOTICE

THIS STRUCTURE LOCATED AT 4500 17TH STREET HAS BEEN DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY DUE TO THE UNSAFE AND UNSANITARY CONDITIONS. THE OCCUPANCY OF THIS STRUCTURE IS HEREBY PROHIBITED BY THE CODE OFFICIAL IN ACCORDANCE WITH SECTION PM-108.1.3 OF THE CITY OF WYANDOTTE PROPERTY MAINTENANCE ORDINANCE. IT SHALL BE UNLAWFUL FOR ANY PERSON TO ENTER SUCH STRUCTURE EXCEPT FOR THE PURPOSE OF SECURING THE STRUCTURE AND MAKING IT SANITARY AND SAFE, OR REPAIRING AS NECESSARY.

ANY PERSON, FIRM OR CORPORATION WHO SHALL OCCUPY OR USE THIS STRUCTURE, OR WHO SHALL REMOVE THIS NOTICE, SHALL BE IN VIOLATION OF THE CODE, SECTION 106.0 VIOLATIONS, AND SUBJECT TO THE FINES AND PENALTIES SET FORTH IN THIS SECTION.

BY ORDER OF THE DEPARTMENT OF ENGINEERING AND BUILDING
CITY OF WYANDOTTE
734-324-4550

DATE: SEPTEMBER 6, 2017

BY: MARK A. KOWALEWSKI
TITLE: CITY ENGINEER/BUILDING OFFICIAL

NOTE: This search must be paid in full upon time of delivery



Main Office-Title Dept.
32500 Schoolcraft Road
Livonia, MI 48150

(734) 421-4000
Fax (734) 421-0047

Allen Park Office-Escrow Dept.
7326 Allen Road
Allen Park, MI 48101

(313) 381-6313
Fax (313) 381-7901

Minnesota Title Agency

TITLE SEARCH CERTIFICATE

File No: **353555**
Page 1

Statement furnished to: City of Wyandotte
Certified to: February 5, 2018 8:00 A.M.

Land in the City of Wyandotte, Wayne County, MI 48192

Lot 36, Wesley A. Richards Subdivision, as recorded in Liber 71, Page 84 of plats, Wayne County Records

4500 17th Street

We have examined the records of the Register of Deeds Office for Wayne County, Michigan, and find there are no conveyances, liens or encumbrances affecting the above described property recorded from January 28, 1973 at 8:00 A.M. to February 5, 2018 at 8:00 A.M. except the following:

Last Deed Holder of record: Nicholas Labate

TAXES: Item No(s). 57-019-15-0036-000
2017 City due \$1,217.89 plus interest and penalty, if any
2017 County due \$272.32 plus interest and penalty, if any

ASSESSMENTS: None.

Subject to taxes or assessments not shown as existing liens by public records, but which may have a retroactive lien date imposed by operation of law.

In consideration of the reduced rate at which this Certificate is furnished it is understood that the information contained herein is only such as may be obtained in the office of the Register of Deed in Wayne County and the liability is limited to the amount of premium paid for said search.

MINNESOTA TITLE AGENCY

Michael A. Cuschieri or John C. Cuschieri

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

WHEREAS a hearing was held on 9th day of April, 2018, where all parties were given an opportunity to show cause, if any they had, why the garage at 4500 17th Street, Wyandotte should not be demolished, removed or otherwise made safe; AND

WHEREAS the Council considered all reports, communications and recommendations received by the City Council from the City Engineering's Office and all other facts and considerations were brought to their attention at said hearing held Council meetings.

BE IT RESOLVED that the City Council hereby directs that said garage located at 4500 17th Street, Wyandotte should be demolished and that the cost be assessed against the property in question as a lien; AND

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

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

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

2. Approval of Council Meeting Minutes – March 26, 2018
3. TIFA & DDA Status Report
4. Business License Ordinance Review
5. Council Meeting Protocol Update
6. Payment Processing Agreement – FORTE
7. Special Event Applications:
 - a. Washington Elementary 2018 Literacy Walk
 - b. Our Lady of the Scapular Parish Mary the Blessed Mother Procession
8. Downtown Markets Event Approval
9. Independence Day Parade Carriage Contract
10. Wyandotte Street Art Fair 2018:
 - a. Entertainment Contracts
 - b. City Hall Parking Lot Contract
 - c. Rentals
 - d. Beverage Area Manager Contract
 - e. Marketing Contracts

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

CITY OF WYANDOTTE
REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, March 26, 2018, and was called to order at 7:00pm with Honorable Mayor Joseph R. Peterson presiding.

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

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

Absent: Councilperson Megan Maiani; Theodore Galeski, City Assessor

Also Present: Todd Browning, City Treasurer; William Look, City Attorney; Mark Kowalewski, City Engineer; and Beth Lekity, Deputy City Clerk

PRESENTATIONS

PRESENTATION OF PETITIONS

APPROVAL OF AGENDA

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

- Rick Custer, 505 Pine St., spoke regarding quarterly tax payments and UAW scholarship opportunities and thanked the Police Department and EMS crews.

CONSENT AGENDA

2018-114 CONSENT AGENDA APPROVALS

By Councilperson Alderman, supported by Councilperson Calvin

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

1. Approval of Council Meeting Minutes – March 19, 2018
2. City Property Use Request – Spring Fling 2018 Sign Placement

Motion unanimously carried.

2018-115 MINUTES

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that the minutes of the meeting held under the date of March 19, 2018, be approved as recorded, without objection.

Motion unanimously carried.

2018-116 2018 SPRING FLING SIGN PLACEMENTS

By Councilperson Schultz, supported by Councilperson Maiani

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 2018 event from April 20 through May 14, 2018.

BE IT RESOLVED that Council grants permission to St. Vincent Pallotti Parish and its Spring Fling 2018 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.

Motion unanimously carried.

NEW BUSINESS**2018-117 WYANDOTTE MASTER PLAN CONTRACT**

By Councilperson Schultz, supported by Councilperson Maiani

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

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

NOW, THEREFORE, BE IT HERBY RESOLVED, by City Council that the Council concurs in the recommendation of the City Administrator to terminate the contract with LSL Planning for the City's Master Plan update and FURTHER, authorizes the City Administrator to sign the agreement on behalf of Mayor and City Clerk.

NOW, THEREFORE, BE IT HERBY RESOLVED, by City Council that the Council concurs in the recommendation of the City Administrator to contract with CIB Planning Inc. for the purposes of updating the City's Master Plan and FURTHER, authorizes the City Administrator to sign the agreement on behalf of Mayor and City Clerk for a not-to-exceed amount of \$13,200.00 to be paid from account number 101-200-825-390.

Motion unanimously carried.

2018-118 REMOVAL OF BASF STEAM SERVICE LINE – WMS

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED by the Wyandotte City Council, a majority thereto concurring with the Wyandotte Municipal Services Commission in the following resolution,

A resolution authorizing to contract with Seaway Mechanical Contractors, Inc., a sole source, to remove, dispose of and cap the abandoned BASF steam line for an amount not to exceed \$74,956 and to execute the removal of the right-of-way and easements on the BASF site related to the abandon steam service line. Both actions are recommended by WMS management.

Motion unanimously carried.

2018-119 MOBILE & PORTABLE RADIO PURCHASE - WMS

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED by the Wyandotte City Council, a majority thereto concurring with the Wyandotte Municipal Services Commission in the following resolution,

A resolution authorizing the purchase of the remaining mobile and portable radios and the associated equipment in an amount not to exceed \$32,961.18 through its sole source, Herkimer Radio Services, along with transacting the appropriate budget amendments, as recommended by WMS management.

Motion unanimously carried.

2018-120 OBSOLETE POWER PLANT EQUIPMENT REMOVAL – WMS BID #4727

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED by the Wyandotte City Council, a majority thereto concurring with the Wyandotte Municipal Services Commission in the following resolution,

A resolution authorizing to execute a contract with North American Dismantling Corp., the lowest bidder, for an amount not to exceed \$1,300,000 for the removal of obsolete power plant equipment as detailed in Bid # 4727 including the optional scope of the reclaim areas, as recommended by WMS management.

Motion unanimously carried.

2018-121 SALE OF 664 ORANGE

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that the communication from the City Engineer and City Assessor regarding the City owned property located at former 664 Orange is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 664 Orange to Brian and Rebecca Farmer in the amount of \$10,000.00; AND BE IT FURTHER RESOLVED that if the Purchaser(s), Brian and Rebecca Farmer do not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A condition will be placed on the Deed that will include this contingency; NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 664 Orange, between Brian and Rebecca Farmer and the City of Wyandotte for \$10,000 as presented to Council. Motion unanimously carried.

2018-122 FIRST READING #1461: RODENTPROOFING MEASURES – APPENDIX F

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that the first reading of Ordinance Amendment #1461 regarding Appendix F – Rodentproofing will be held at the March 26, 2018 meeting of the City Council. Motion unanimously carried.

BILLS & ACCOUNTS

2018-123 BILLS & ACCOUNTS

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that the total bills and accounts of \$1,738,844.33 as presented by the Mayor and City Clerk are hereby APPROVED for payment. Motion unanimously carried.

REPORTS & MINUTES

| | |
|--------------------------------------|------------------------------|
| Beautification Commission | February 14 & March 14, 2018 |
| BRDA/TIFA | January 16 & March 20, 2018 |
| Daily Cash Receipts | March 19 & 20, 2018 |
| Retirement Commission | February 16, 2018 |
| Zoning Board of Appeals & Adjustment | March 7, 2018 |

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

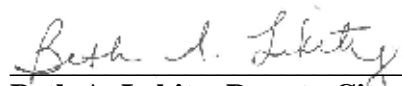
Mayor Peterson: No meeting on April 2, 2018 due to Easter holiday.

ADJOURNMENT

2017-124 ADJOURNMENT

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 7:37 p.m. Motion unanimously carried.


 Beth A. Lekity, Deputy City Clerk

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

RESOLVED that the minutes of the meeting held under the date of March 26, 2018, be approved as recorded, without objection.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9, 2018

AGENDA ITEM # 3

| |
|--|
| ITEM: Report on Status of the Tax Increment Financing-Tax Increment Finance Authority (TIFA) and Downtown Development Authority (DDA) |
|--|

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: PA 450 of 1980 (The Tax Increment Finance Authority Act) and PA 197 of 1975 (Downtown Development Authority) require annual reporting to the governing body on the status of the tax increment financing account. The DDA Act also requires that this annual report also be published in a newspaper of general circulation in the municipality. The information that needs to be included within this annual report is outlined in each statute. Attached you will find the annual report for the prior fiscal year for the TIFA and DDA.

STRATEGIC PLAN/GOALS: To comply with all legal requirements and provide transparency in all city matters.

ACTION REQUESTED: Acknowledge receipt and receive and place on file. Instruct the Clerk's Office to publish the DDA Annual Report in a newspaper of general circulation in the municipality.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None

IMPLEMENTATION PLAN: Clerk to publish the DDA Annual Report.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *J.P.*

LIST OF ATTACHMENTS:

1. Annual Report Regarding Status of Tax Increment Financing 2016/2017 – TIFA and DDA
2. Excerpt from PA 450 of 1980 – TIFA
3. Excerpt from PA 197 of 1975 - DDA

MODEL RESOLUTION:

RESOLVED BY CITY COUNCIL acknowledges receipt of the 2016/2017 Annual Report on the Status of Tax Increment Financing for the Tax Increment Finance Authority (TIFA) and Downtown Development Authority (DDA) and receives it and places it on file and

FURTHER, instructs the City Clerk's Office to publish the 2016/2017 Annual Report on the Status of Tax Increment Financing for the DDA in a newspaper of general circulation in the municipality.

MOTION BY COUNCIL MEMBER _____

SUPPORTED BY COUNCIL MEMBER _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Absent: _____

CITY OF WYANDOTTE
ANNUAL REPORT REGARDING STATUS OF TAX INCREMENT FINANCING
2016/2017

| | | <u>492 Fund</u> TIFA Consolidated Totals (Districts 1-3) | <u>498 Fund</u> DDA-TIF Totals (District 4) |
|-----------|--|--|--|
| A | 1. City-Operating | - | - |
| | 2. City - Sewer Debt | - | - |
| | 3. City - Drain O&M | 307,090.72 | 66,771.47 |
| | 4. City - Rubbish | - | 63,100.67 |
| | 5. City - Debt (Building Authority) | 140,208.22 | 63,100.67 |
| | 6. City - Debt (Capital Equipment) | - | - |
| | 7. Library | 127,150.87 | 38,518.34 |
| | 8. WCCC | 373,721.21 | 81,259.10 |
| | 9. HCMA | 24,747.15 | 5,380.83 |
| | 10. WCTA | 115,317.58 | 25,073.78 |
| | 11. WC Parks | 28,356.59 | 6,165.64 |
| | 12. Jails | 108,179.42 | 23,521.71 |
| | 13. County | 765,478.10 | 166,439.73 |
| | 14. RESA | - | - |
| | 15. Special Ed - County | - | - |
| | 16. School | - | - |
| | 17. State | - | - |
| | 18. Zoological Society | - | - |
| | 19. Detroit Institute of Arts | - | - |
| | 20. DDA | - | - |
| | 21. NEZ | - | - |
| | 22. OPRA | - | - |
| | 23. Renaissance | - | - |
| | Total | 1,990,249.87 | 539,331.93 |
| | For amount and source of all revenue in the fund: | See Schedule A | See Schedule B |
| B | The amount in any bond reserve account | 0 | 0 |
| C | The amount and purpose of expenditures of tax increment revenues. Note: Money received current fiscal and monies deposited in past years for future expenditures | See Schedule C | See Schedule D |
| D | The amount of principal and interest on outstanding bonded indebtedness | See Schedule E | See Schedule E |
| E | The initial assessed value of the development area | | |
| H 2a. | Ad valorem homestead (as of 1994) | 77,207,316.00 | 4,265,081.00 |
| 2b. | Ad valorem non-homestead | 79,092,094.00 | 18,082,942.00 |
| 2c. | Industrial Facilities Tax - New Facilities pre 1994 | 15,237,880.00 | - |
| 2d. | Industrial Facilities Tax - New Facilities post 1993 | - | - |
| 2e. f. g. | Commercial-New/Industrial Replace/Commer Restored | 2,264,340.00 | 617,450.00 |
| | Total | 173,801,630.00 | 22,965,473.00 |
| F | The captured assessed value retained by the authority | | |
| 1. | Ad Valorem | 108,980,831.00 | 23,876,710.00 |
| 2. | Abated | 12,673,497.00 | - |
| | Total | 121,654,328.00 | 23,876,710.00 |
| H 2a. | Ad valorem homestead | 196,284,345.00 | 34,445,052.00 |
| 2b. | Ad valorem non-homestead | (87,303,514.00) | (10,568,342.00) |
| 2c. | Industrial Facilities Tax - New Facilities pre 1994 | - | - |
| 2d. | Industrial Facilities Tax - New Facilities post 1993 | 12,673,497.00 | - |
| 2e. f. g. | Commercial-New/Industrial Replace/Commer Restored | - | - |
| | Total | 121,654,328.00 | 23,876,710.00 |
| G | The number of jobs created as a result of the implementation of the tax increment financing plan | N/A | N/A |
| H 3. | Source of tax increment revenue subdivided by each millage levied | See A Above | See A Above |
| 4. | Liabilities & expenditures reported separately for each eligible obligation/advance and protected obligation | See Schedule F | See Schedule G |
| 5. | Payment schedule for each term of each obligation and outstanding advance, showing principal and interest payments, and payment dates | See Schedule H | See Schedule I |

PERIOD ENDING 09/30/2017

| GL NUMBER | DESCRIPTION | 2016-17 | 2016-17 | YTD BALANCE | AVAILABLE | % BDGT | END BALANCE |
|------------------------------------|-------------------------------|--------------------|----------------|--------------|--------------|--------|--------------|
| | | ORIGINAL BUDGET | AMENDED BUDGET | 09/30/2017 | BALANCE | USED | 09/30/2016 |
| Fund 492 - TIFA Consolidated Fund | | | | | | | |
| Revenues | | | | | | | |
| Dept 000 - Non-Departmental | | | | | | | |
| 492-000-411-060 | Taxes-TIFA Capture | 2,036,641.00 | 2,036,641.00 | 1,990,250.07 | 46,390.93 | 97.72 | 2,446,866.15 |
| 492-000-411-062 | TAXES-SMALL TAXPAYER LOSS | 412,722.00 | 412,722.00 | 585,605.75 | (172,883.75) | 141.89 | 88,620.24 |
| 492-000-650-040 | Misc Fees-Sale of Property | 60,000.00 | 60,000.00 | 162,515.28 | (102,515.28) | 270.86 | 102,539.99 |
| 492-000-655-010 | Interest Earnings | 1,000.00 | 1,000.00 | 3,673.88 | (2,673.88) | 367.39 | 1,857.97 |
| 492-000-655-020 | Misc Receipts-Ameritech Lease | 0.00 | 0.00 | 16,800.00 | (16,800.00) | 100.00 | 0.00 |
| 492-000-655-050 | Misc Receipts-L/C Payments | 2,725.00 | 2,725.00 | 0.00 | 2,725.00 | 0.00 | 1,523.83 |
| 492-000-655-060 | MISC RECEIPTS-HARRISON | 0.00 | 0.00 | (117.04) | 117.04 | 100.00 | 159.12 |
| 492-000-691-010 | Operating Transfers | 0.00 | 0.00 | (626,600.26) | 626,600.26 | 100.00 | (789,108.30) |
| Total Dept 000 - Non-Departmental | | 2,513,088.00 | 2,513,088.00 | 2,132,127.68 | 380,960.32 | 84.84 | 1,852,459.00 |
| TOTAL REVENUES | | 2,513,088.00 | 2,513,088.00 | 2,132,127.68 | 380,960.32 | 84.84 | 1,852,459.00 |
| Fund 492 - TIFA Consolidated Fund: | | | | | | | |
| TOTAL REVENUES | | 2,513,088.00 | 2,513,088.00 | 2,132,127.68 | 380,960.32 | 84.84 | 1,852,459.00 |

REVENUE REPORT FOR CITY OF WYANDOTTE

PERIOD ENDING 09/30/2017

| GL NUMBER | DESCRIPTION | 2016-17 ORIGINAL BUDGET | 2016-17 AMENDED BUDGET | YTD BALANCE 09/30/2017 | AVAILABLE BALANCE | % BDGT USED | END BALANCE 09/30/2016 |
|--|--------------------------------|-------------------------------|---------------------------|---------------------------|----------------------|----------------|---------------------------|
| Fund 499 - DDA tax increment Finance Fund | | | | | | | |
| Revenues | | | | | | | |
| Dept 000 - Non-Departmental | | | | | | | |
| 499-000-411-060 | Taxes-TIFA Capture | 548,310.00 | 548,310.00 | 539,331.94 | 8,978.06 | 98.36 | 524,890.07 |
| 499-000-411-062 | TAXES-SMALL TAXPAYER LOSS | 29,026.00 | 29,026.00 | 16,714.99 | 12,311.01 | 57.59 | 37,584.20 |
| 499-000-650-040 | Misc Fees-Sale of Property | 0.00 | 0.00 | 1,292.82 | (1,292.82) | 100.00 | 0.00 |
| 499-000-655-010 | Interest Earnings | 500.00 | 500.00 | 959.02 | (459.02) | 191.80 | (544.02) |
| 499-000-655-036 | Misc Receipts-Fort Street Sign | 2,000.00 | 2,000.00 | 2,720.00 | (720.00) | 136.00 | 2,300.00 |
| 499-000-655-040 | Misc Revenue | 7,000.00 | 9,000.00 | 32,769.70 | (23,769.70) | 364.11 | 4,652.00 |
| 499-000-655-075 | Arrowhead Pavilion Revenue | 0.00 | 180,960.65 | 121,972.65 | 58,988.00 | 67.40 | 0.00 |
| 499-000-655-080 | Third Friday Revenue | 0.00 | 85,000.00 | 71,063.00 | 13,937.00 | 83.60 | 0.00 |
| Total Dept 000 - Non-Departmental | | 586,836.00 | 854,796.65 | 786,824.12 | 67,972.53 | 92.05 | 568,882.25 |
| TOTAL REVENUES | | 586,836.00 | 854,796.65 | 786,824.12 | 67,972.53 | 92.05 | 568,882.25 |
| Fund 499 - DDA tax increment Finance Fund: | | | | | | | |
| TOTAL REVENUES | | 586,836.00 | 854,796.65 | 786,824.12 | 67,972.53 | 92.05 | 568,882.25 |

PERIOD ENDING 09/30/2017

| GL NUMBER | DESCRIPTION | 2016-17 ORIGINAL BUDGET | 2016-17 AMENDED BUDGET | YTD BALANCE 09/30/2017 | AVAILABLE BALANCE | % BDGT USED | END BALANCE 09/30/2016 |
|--|-----------------------------------|-------------------------------|---------------------------|---------------------------|----------------------|----------------|---------------------------|
| Fund 492 - TIFA Consolidated Fund | | | | | | | |
| Expenditures | | | | | | | |
| Dept 200 - General Government Administration | | | | | | | |
| 492-200-825-330 | Legal Fees | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,201.87 |
| 492-200-825-460 | Resurfacing | 750,000.00 | 750,000.00 | 0.00 | 750,000.00 | 0.00 | 0.00 |
| 492-200-850-519 | Land Purchases | 750,000.00 | 1,132,526.00 | 356,574.83 | 775,951.17 | 31.48 | 248,115.29 |
| 492-200-850-520 | Property Maintenance | 43,432.00 | 43,432.00 | 29,887.00 | 13,545.00 | 68.81 | 32,857.30 |
| 492-200-850-521 | Parks-Golf Course | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,145.00 |
| 492-200-850-524 | Recreation-City Parks | 157,000.00 | 176,000.00 | 85,896.72 | 90,103.28 | 48.80 | 101,035.56 |
| 492-200-850-528 | Tree Maintenance | 40,000.00 | 60,000.00 | 47,472.70 | 12,527.30 | 79.12 | 40,100.00 |
| 492-200-850-541 | DNR Grant (Marina)-Match | 215,000.00 | 215,000.00 | 0.00 | 215,000.00 | 0.00 | 0.00 |
| 492-200-850-543 | Parking Lots | 46,250.00 | 147,034.00 | 7,502.00 | 139,532.00 | 5.10 | 0.36 |
| 492-200-850-544 | Development Expense-Sewer | 0.00 | 16,920.00 | 16,920.00 | 0.00 | 100.00 | 0.00 |
| 492-200-850-548 | Roof/Building Repairs | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 28,190.00 |
| 492-200-850-549 | BISHOP PARK LIGHTING | 0.00 | 92,930.00 | 0.00 | 92,930.00 | 0.00 | 113,450.35 |
| 492-200-925-770 | Taxes-Property/MTT Decisions | 28,000.00 | 28,000.00 | 11,367.77 | 16,632.23 | 40.60 | 14,725.79 |
| 492-200-925-795 | Market Value Adjustment | 0.00 | 0.00 | 111,200.00 | (111,200.00) | 100.00 | 74,941.00 |
| 492-200-926-110 | Personal Services | 275,000.00 | 275,000.00 | 275,000.00 | 0.00 | 100.00 | 275,000.00 |
| 492-200-926-615 | Wayne County (BRA) Loan Principal | 15,000.00 | 15,000.00 | 15,000.00 | 0.00 | 100.00 | 15,000.00 |
| 492-200-926-616 | Wayne County Loan (BRA) Interest | 1,768.00 | 1,768.00 | 1,768.00 | 0.00 | 100.00 | 2,106.00 |
| 492-200-926-617 | USEPA (BRA) Loan Principal | 100,000.00 | 100,000.00 | 80,867.03 | 19,132.97 | 80.87 | 83,454.53 |
| 492-200-926-618 | USEPA (BRA) Loan Interest | 7,616.00 | 7,616.00 | 0.00 | 7,616.00 | 0.00 | 0.00 |
| 492-200-926-620 | INTEREST-DEBT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (6,354.00) |
| Total Dept 200 - General Government Administration | | 2,429,066.00 | 3,061,226.00 | 1,039,456.05 | 2,021,769.95 | 33.96 | 1,028,969.05 |
| TOTAL EXPENDITURES | | 2,429,066.00 | 3,061,226.00 | 1,039,456.05 | 2,021,769.95 | 33.96 | 1,028,969.05 |
| Fund 492 - TIFA Consolidated Fund: | | | | | | | |
| TOTAL EXPENDITURES | | 2,429,066.00 | 3,061,226.00 | 1,039,456.05 | 2,021,769.95 | 33.96 | 1,028,969.05 |

PERIOD ENDING 09/30/2017

| GL NUMBER | DESCRIPTION | 2016-17 ORIGINAL BUDGET | 2016-17 AMENDED BUDGET | YTD BALANCE 09/30/2017 | AVAILABLE BALANCE | % BDGT USED | END BALANCE 09/30/2016 |
|--|------------------------------------|-------------------------------|---------------------------|---------------------------|----------------------|----------------|---------------------------|
| Fund 499 - DDA tax increment Finance Fund | | | | | | | |
| Expenditures | | | | | | | |
| Dept 200 - General Government Administration | | | | | | | |
| 499-200-725-110 | Salary | 45,988.00 | 45,988.00 | 45,801.23 | 186.77 | 99.59 | 34,356.12 |
| 499-200-725-115 | Seasonal Salary-PT | 21,150.00 | 21,488.00 | 21,487.58 | 0.42 | 100.00 | 15,538.19 |
| 499-200-725-120 | Overtime | 0.00 | 212.00 | 211.67 | 0.33 | 99.84 | 354.18 |
| 499-200-725-140 | Retirement contribution-DC | 5,220.00 | 5,220.00 | 5,193.84 | 26.16 | 99.50 | 3,286.31 |
| 499-200-725-150 | F.I.C.A. | 5,140.00 | 5,140.00 | 4,586.37 | 553.63 | 89.23 | 3,588.85 |
| 499-200-725-160 | Medical Insurance | 4,888.00 | 10,979.35 | 15,758.68 | (4,779.33) | 143.53 | 8,163.46 |
| 499-200-725-165 | Prescription Drug Coverage | 1,036.00 | 2,138.00 | 1,845.61 | 292.39 | 86.32 | 0.00 |
| 499-200-725-167 | Retiree Health Care (RHS Plan) | 1,300.00 | 1,300.00 | 1,300.00 | 0.00 | 100.00 | 900.00 |
| 499-200-725-170 | Life Insurance | 137.00 | 137.00 | 128.28 | 8.72 | 93.64 | 85.52 |
| 499-200-725-175 | L.T.D. | 152.00 | 152.00 | 111.46 | 40.54 | 73.33 | 72.94 |
| 499-200-825-330 | Legal Fees | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 674.67 |
| 499-200-850-517 | Masonic Temple Project | 20,000.00 | 21,250.00 | 21,250.00 | 0.00 | 100.00 | 25,000.00 |
| 499-200-850-519 | Land Purchases | 0.00 | 0.00 | 2,890.30 | (2,890.30) | 100.00 | 0.00 |
| 499-200-850-520 | Viaduct Maintenance | 5,000.00 | 5,000.00 | 6,438.79 | (1,438.79) | 128.78 | 535.74 |
| 499-200-850-522 | Christmas | 40,000.00 | 40,000.00 | 40,000.00 | 0.00 | 100.00 | 30,000.00 |
| 499-200-850-538 | Streetscape Project | 46,897.00 | 46,897.00 | 46,897.00 | 0.00 | 100.00 | 48,900.00 |
| 499-200-850-539 | Beautification Commission | 10,000.00 | 10,000.00 | 9,996.16 | 3.84 | 99.96 | 6,453.21 |
| 499-200-850-541 | Municipal Service (Wi-Fi) | 1,400.00 | 1,400.00 | 0.00 | 1,400.00 | 0.00 | 0.00 |
| 499-200-850-542 | Fort St Sign/Fountain/Purple Heart | 8,000.00 | 8,000.00 | 7,667.22 | 332.78 | 95.84 | 9,289.52 |
| 499-200-850-544 | DOWNTOWN FIXTURES | 7,000.00 | 7,000.00 | 3,272.59 | 3,727.41 | 46.75 | 3,257.92 |
| 499-200-850-831 | Parking Lots | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (2,137.46) |
| 499-200-925-797 | Third Friday Promotions | 34,000.00 | 149,000.00 | 122,579.62 | 26,420.38 | 82.27 | 22,500.00 |
| 499-200-925-801 | Business Assistance Program | 62,000.00 | 62,000.00 | 31,562.40 | 30,437.60 | 50.91 | 31,200.00 |
| 499-200-925-802 | Farmers Market | 7,400.00 | 7,400.00 | 6,852.47 | 547.53 | 92.60 | 6,929.91 |
| 499-200-925-804 | Marketing | 25,200.00 | 25,200.00 | 24,495.00 | 705.00 | 97.20 | 31,302.50 |
| 499-200-925-807 | EXISTING BUSINESS STIMULUS | 20,000.00 | 20,000.00 | 19,461.64 | 538.36 | 97.31 | 219.60 |
| 499-200-925-808 | Arrowhead Pavilion | 0.00 | 180,960.65 | 78,057.86 | 102,902.79 | 43.14 | 0.00 |
| 499-200-926-110 | Administrative Reimbursement (101) | 85,000.00 | 85,000.00 | 85,000.00 | 0.00 | 100.00 | 78,000.00 |
| 499-200-926-114 | Operating Expenses | 2,000.00 | 4,000.00 | 3,241.05 | 758.95 | 81.03 | 1,252.01 |
| 499-200-926-610 | Streetscape Maintenance | 2,000.00 | 2,000.00 | 339.73 | 1,660.27 | 16.99 | 415.61 |
| 499-200-926-613 | Principal-Hornby | 46,475.00 | 46,475.00 | 0.00 | 46,475.00 | 0.00 | 0.00 |
| 499-200-926-614 | Interest-Hornby | 2,956.00 | 2,956.00 | 2,955.56 | 0.44 | 99.99 | 4,658.95 |
| 499-200-926-790 | Miscellaneous | 5,000.00 | 12,583.80 | 12,583.80 | 0.00 | 100.00 | 2,896.01 |
| Total Dept 200 - General Government Administration | | 517,379.00 | 831,876.80 | 623,965.91 | 207,910.89 | 75.01 | 367,693.76 |
| TOTAL EXPENDITURES | | 517,379.00 | 831,876.80 | 623,965.91 | 207,910.89 | 75.01 | 367,693.76 |
| Fund 499 - DDA tax increment Finance Fund: | | | | | | | |
| TOTAL EXPENDITURES | | 517,379.00 | 831,876.80 | 623,965.91 | 207,910.89 | 75.01 | 367,693.76 |

THE TAX INCREMENT FINANCE AUTHORITY ACT

section 16. The plan shall also contain the following:

(a) A statement of the reasons that the plan will result in the development of captured assessed value that could not otherwise be expected. The reasons may include, but are not limited to, activities of the municipality, authority, or others undertaken before formulation or adoption of the plan in reasonable anticipation that the objectives of the plan would be achieved by some means.

(b) An estimate of the captured assessed value for each year of the plan. The plan may provide for the use of part or all of the captured assessed value, but the portion intended to be used shall be clearly stated in the plan. The authority or municipality may exclude from captured assessed value growth in property value resulting solely from inflation. The plan shall set forth the method for excluding growth in property value resulting solely from inflation. The percentage of taxes levied for school operating purposes that is captured and used by the plan shall not be greater than the plan's percentage capture and use of taxes levied by a municipality or county for operating purposes. For purposes of the previous sentence, taxes levied by a county for operating purposes include only millage allocated for county or charter county purposes under the property tax limitation act, Act No. 62 of the Public Acts of 1933, being sections 211.201 to 211.217a of the Michigan Compiled Laws. This limitation does not apply to the portion of the captured assessed value shared pursuant to an agreement entered into before 1989 with a county or with a city in which an enterprise zone is approved under section 13 of the enterprise zone act, Act No. 224 of the Public Acts of 1985, being section 125.2113 of the Michigan Compiled Laws.

(c) The estimated tax increment revenues for each year of the plan.

(d) A detailed explanation of the tax increment procedure.

(e) The maximum amount of bonded indebtedness to be incurred.

(f) The amount of operating and planning expenditures of the authority and municipality, the amount of advances extended by or indebtedness incurred by the municipality, and the amount of advances by others to be repaid from tax increment revenues.

(g) The costs of the plan anticipated to be paid from tax increment revenues as received.

(h) The duration of the development plan and the tax increment plan.

(i) An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the development area is located.

(2) Approval of the tax increment financing plan shall be in accordance with the notice, hearing, disclosure, and approval provisions of sections 17 and 18. When the development plan is part of the tax increment financing plan, only 1 hearing and approval procedure is required for the 2 plans together.

(3) Before the public hearing on the tax increment financing plan, the governing body shall provide a reasonable opportunity to the taxing jurisdictions in which the development is located to express their views and recommendations regarding the tax increment financing plan. The authority shall fully inform the taxing jurisdictions about the fiscal and economic implications of the proposed tax increment financing plan. The taxing jurisdictions may present their recommendations at the public hearing on the tax increment financing plan. The authority may enter into agreements with the taxing jurisdictions and the governing body of the municipality in which the development area is located to share a portion of the captured assessed value of the district.

History: 1980, Act 450, Imd. Eff. Jan. 15, 1981;—Am. 1982, Act 492, Imd. Eff. Dec. 30, 1982;—Am. 1983, Act 148, Imd. Eff. July 18, 1983;—Am. 1986, Act 294, Imd. Eff. Dec. 22, 1986;—Am. 1988, Act 420, Imd. Eff. Dec. 27, 1988;—Am. 1989, Act 120, Imd. Eff. June 28, 1989;—Am. 1993, Act 322, Eff. Mar. 15, 1994.

Compiler's note: Section 2 of Act 420 of 1988 provides: "This amendatory act is effective beginning with taxes levied in 1989."

Popular name: TIFA

125.1814 Transmitting and expending tax increment revenues; disposition of surplus funds; abolition of tax increment financing plan; financial report. [M.S.A. 3.540(214)]

Sec. 14. (1) The municipal and county treasurers shall transmit to the authority tax increment revenues.

(2) The authority shall expend the tax increment revenues received for the development program only in accordance with the tax increment financing plan. Surplus funds may be retained by the authority for the payment of the principal of and interest on outstanding tax increment bonds or for other purposes that, by resolution of the board, are determined to further the development program. Any surplus funds not so used shall revert proportionately to the respective taxing bodies. These revenues shall not be used to circumvent existing property tax laws or a local charter that provides a maximum authorized rate

THE TAX INCREMENT FINANCE AUTHORITY ACT

for levy of property taxes. The governing body may abolish the tax increment financing plan when it finds that the purposes for which the plan was established are accomplished. However, the tax increment finance plan shall not be abolished until the principal of and interest on bonds issued pursuant to section 15 have been paid or funds sufficient to make the payment have been segregated.

(3) The authority shall submit annually to the governing body and the state tax commission a financial report on the status of the tax increment financing plan. The report shall include the following:

- (a) The amount and source of tax increments received.
- (b) The amount in any bond reserve account.
- (c) The amount and purpose of expenditures of tax increment revenues.
- (d) The amount of principal and interest on any outstanding bonded indebtedness.
- (e) The initial assessed value of the development area.
- (f) The captured assessed value retained by the authority.
- (g) The number of jobs created as a result of the implementation of the tax increment financing plan.
- (h) Any additional information the governing body or the state tax commission considers necessary.

History: 1980, Act 450, Imd. Eff. Jan. 15, 1981;—Am. 1983, Act 148, Imd. Eff. July 18, 1983;—Am. 1986, Act 294, Imd. Eff. Dec. 22, 1986;—Am. 1988, Act 420, Imd. Eff. Dec. 27, 1988;—Am. 1993, Act 322, Eff. Mar. 15, 1994.

Compiler's note: Section 2 of Act 420 of 1988 provides: "This amendatory act is effective beginning with taxes levied in 1989."

Popular name: TIFA

125.1815 Tax increment bonds; qualified refunding obligation. [M.S.A. 3.540(215)]

Sec. 15. (1) By resolution of its board, the authority may authorize, issue, and sell its tax increment bonds, subject to the limitations set forth in this section, to finance a development program or to refund or refund in advance obligations issued under this act. The bonds shall mature in not more than 30 years and are subject to the municipal finance act, Act No. 202 of the Public Acts of 1943, being sections 131.1 to 139.3 of the Michigan Compiled Laws. The bonds issued under this section shall be considered a single series for the purposes of section 4 of chapter V of Act No. 202 of the Public Acts of 1943, being section 135.4 of the Michigan Compiled Laws.

(2) The municipality by majority vote of the members of its governing body may pledge its full faith and credit for the payment of the principal of and interest on the authority's tax increment bonds. The municipality may pledge as additional security for the bonds any money received by the authority or the municipality pursuant to section 11.

(3) Notwithstanding any other provision of this act, if the state treasurer determines that an authority or municipality can issue a qualified refunding obligation and the authority or municipality does not make a good faith effort to issue the qualified refunding obligation as determined by the state treasurer, the state treasurer may reduce the amount claimed by the authority or municipality under section 12a by an amount equal to the net present value saving that would have been realized had the authority or municipality refunded the obligation or the state treasurer may require a reduction in the capture of tax increment revenues from taxes levied by a local or intermediate school district or this state by an amount equal to the net present value savings that would have been realized had the authority or municipality refunded the obligation. This subsection does not authorize the state treasurer to require the authority or municipality to pledge security greater than the security pledged for the obligation being refunded.

History: 1980, Act 450, Imd. Eff. Jan. 15, 1981;—Am. 1993, Act 322, Eff. Mar. 15, 1994;—Am. 1996, Act 271, Imd. Eff. June 12, 1996.

Popular name: TIFA

125.1816 Development plan; preparation; contents. [M.S.A. 3.540(216)]

Sec. 16. (1) When a board decides to finance a project in a development area pursuant to this act, it shall prepare a development plan.

(2) To the extent necessary to accomplish the proposed development program the development plan shall contain:

- (a) The designation of boundaries of the development area in relation to the boundaries of the authority district and any other development areas within the authority district.
- (b) The designation of boundaries of the development area in relation to highways, streets, or otherwise.

(c) The location and extent of existing streets and other public facilities within the development area and the location, character, and extent of the categories of public and private land uses then existing and

DOWNTOWN DEVELOPMENT AUTHORITY

on the tax increment financing plan. The authority may enter into agreements with the taxing jurisdictions and the governing body of the municipality in which the development area is located to share a portion of the captured assessed value of the district.

(5) A tax increment financing plan may be modified if the modification is approved by the governing body upon notice and after public hearings and agreements as are required for approval of the original plan.

(6) Under a tax increment financing plan that includes a catalyst development project, an authority may pledge available tax increment revenues of the authority as security for any bonds issued to develop and construct a catalyst development project.

History: 1975, Act 197, Imd. Eff. Aug. 13, 1975;—Am. 1979, Act 26, Imd. Eff. June 6, 1979;—Am. 1981, Act 34, Imd. Eff. May 11, 1981;—Am. 1986, Act 229, Imd. Eff. Oct. 1, 1986;—Am. 1988, Act 425, Imd. Eff. Dec. 27, 1988;—Am. 1989, Act 108, Imd. Eff. June 23, 1989;—Am. 1993, Act 323, Eff. Mar. 15, 1994;—Am. 2012, Act 396, Imd. Eff. Dec. 19, 2012.

Compiler's note: Section 2 of Act 425 of 1988 provides: "This amendatory act is effective beginning with taxes levied in 1989. However, for taxes levied before 1989, tax increment revenues based on the definition of initial assessed value provided for in this amendatory act that were received by an authority are validated."

Popular name: DDA

Popular name: Downtown Development Authority Act

125.1665 Transmitting and expending tax increments revenues; reversion of surplus funds; abolition of tax increment financing plan; conditions; annual report on status of tax increment financing account; contents; publication.

Sec. 15. (1) The municipal and county treasurers shall transmit to the authority tax increment revenues.

(2) The authority shall expend the tax increment revenues received for the development program only pursuant to the tax increment financing plan. Surplus funds shall revert proportionately to the respective taxing bodies. These revenues shall not be used to circumvent existing property tax limitations. The governing body of the municipality may abolish the tax increment financing plan when it finds that the purposes for which it was established are accomplished. However, the tax increment financing plan shall not be abolished until the principal of, and interest on, bonds issued pursuant to section 16 have been paid or funds sufficient to make the payment have been segregated.

(3) Annually the authority shall submit to the governing body of the municipality and the state tax commission a report on the status of the tax increment financing account. The report shall be published in a newspaper of general circulation in the municipality and shall include the following:

- (a) The amount and source of revenue in the account.
- (b) The amount in any bond reserve account.
- (c) The amount and purpose of expenditures from the account.
- (d) The amount of principal and interest on any outstanding bonded indebtedness.
- (e) The initial assessed value of the project area.
- (f) The captured assessed value retained by the authority.
- (g) The tax increment revenues received.
- (h) The number of jobs created as a result of the implementation of the tax increment financing plan.
- (i) Any additional information the governing body or the state tax commission considers necessary.

History: 1975, Act 197, Imd. Eff. Aug. 13, 1975;—Am. 1979, Act 26, Imd. Eff. June 6, 1979;—Am. 1981, Act 34, Imd. Eff. May 11, 1981;—Am. 1986, Act 229, Imd. Eff. Oct. 1, 1986;—Am. 1988, Act 425, Imd. Eff. Dec. 27, 1988;—Am. 1992, Act 279, Imd. Eff. Dec. 18, 1992;—Am. 1993, Act 323, Eff. Mar. 15, 1994.

Compiler's note: Section 2 of Act 425 of 1988 provides: "This amendatory act is effective beginning with taxes levied in 1989. However, for taxes levied before 1989, tax increment revenues based on the definition of initial assessed value provided for in this amendatory act that were received by an authority are validated."

Popular name: DDA

Popular name: Downtown Development Authority Act

125.1666 General obligation bonds and tax increment bonds; qualified refunding obligation.

Sec. 16. (1) The municipality may by resolution of its governing body authorize, issue, and sell general obligation bonds subject to the limitations set forth in this subsection to finance the development program of the tax increment financing plan and shall pledge its full faith and credit for the payment of the bonds. The municipality may pledge as additional security for the bonds any money received by the authority or the municipality pursuant to section 11. The bonds are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821. Before the municipality may authorize the borrowing, the authority shall submit an estimate of the anticipated tax increment revenues and other revenue available under section 11 to be available for payment of principal and interest on the bonds, to the governing body of the municipality. This

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council acknowledges receipt of the 2016/2017 Annual Report on the Status of Tax Increment Financing for the Tax Increment Finance Authority (TIFA) and Downtown Development Authority (DDA) and receives it and places it on file; AND

BE IT FURTHER RESOLVED that Council instructs the City Clerk's Office to publish the 2016/2017 Annual Report on the Status of Tax Increment Financing for the DDA in a newspaper of general circulation in the municipality.

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 9, 2018

AGENDA ITEM # 4

ITEM: City Clerk's Office - Business License Ordinance Review

PRESENTER: Larry Stec, City Clerk



INDIVIDUALS IN ATTENDANCE: Larry Stec

BACKGROUND: It was the goal of the Clerk's office to streamline and simplify the business license/registration process for the 2018 business license cycle. Work began on this project immediately after receiving Council permission to proceed on May 22, 2017 (Res. #2017-208). Not far into the project, it became apparent more work would be needed to accomplish this goal than what was first expected. The variety of businesses, determining their locations, and setting a fair, equitable fee for the license, all contributed to the delay in this implementation. In addition, Business Licensing software needed to operate most efficiently has yet to be delivered by the vendor. It is the recommendation of this office to continue issuing business licenses as we have in the past until we have completed the modernization in its entirety, and are able to deliver a fully working product.

STRATEGIC PLAN/GOALS: To continue to provide a high level of service to the citizens and businesses of the City of Wyandotte in the most efficient manner possible.

ACTION REQUESTED: Concur with the recommendation of the City Clerk

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

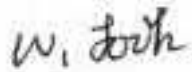
IMPLEMENTATION PLAN:

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION:



MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

MODEL RESOLUTION:

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that the City Council concur with the recommendation of the City Clerk to continue issuing business licenses for the 2018-2019 licensing cycle as it has been done in the past, and continue with the modernization of the business license system; AND

BE IT FURTHER RESOLVED THAT the Clerk report back to Council upon completion of the modernization process with a final implementation date when determined.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that the City Council concur with the recommendation of the City Clerk to continue issuing business licenses for the 2018-2019 licensing cycle as it has been done in the past, and that the Clerk and City Attorney continue with the modernization of the business license system; AND

BE IT FURTHER RESOLVED THAT the Clerk report back to Council upon completion of the modernization process with a final implementation date when determined.

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 9, 2018

AGENDA ITEM # 5

ITEM: Council Meeting Protocol Update

PRESENTER: Lawrence S. Stec, City Clerk



INDIVIDUALS IN ATTENDANCE: Lawrence S. Stec, City Clerk

BACKGROUND: There is a need to update the Council Meeting Protocol to coincide with the recent changes to the agenda & City Council meeting format, especially with the implementation of the consent agenda. The current protocol was adopted by Council on July 23, 2012.

STRATEGIC PLAN/GOALS: To encourage and respect citizen participation

ACTION REQUESTED: To approve the updated council meeting protocol

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

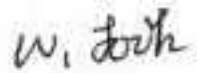
IMPLEMENTATION PLAN: Upon approval by City Council, the updated protocol will be posted to the City's website and local access cable.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION:



MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

None

MODEL RESOLUTION:

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that effective immediately, persons may address the City Council under the following rules:

1. Any person may submit a communication in writing to the Mayor and City Council. One may do so by submitting a single original document addressed to the Honorable Mayor and Council to the Office of the City Clerk no later than 4:30pm the Thursday prior to the Council Meeting at which they wish to appear or have their communication read. The submitted item will appear on the agenda in New Business. All communications, records, or any other information submitted to the City Clerk's Office to be placed on the City Council agenda will be treated as a public record and will be placed upon the city website.
2. Any person may address the Mayor and Council during the Call to the Public portion of the meeting.
3. Any person may address the Mayor and Council at the conclusion of Council discussion of each agenda item and when public comment is requested by the Mayor or a member of the Council.
4. Each person who wishes to address the Council shall approach the podium and state his or her name and address.
5. The total time that a person may address the City Council is three (3) minutes unless the City Council, by majority vote, suspends this rule.
6. When the time limit expires, the Mayor shall so notify the speaker and permit him or her to complete their address within thirty (30) seconds.
7. If the speaker has not finished at the end of thirty (30) seconds, the Mayor or other presiding official shall strike the gavel and direct the speaker to cease their address immediately.
8. Personal attacks directed toward any officer, employee, or City Council member will not be tolerated. Offensive, threatening, or abusive language shall not be used when addressing the City Council. Comments shall be spoken to the Mayor, and communication between the speaker and audience will not be permitted.
9. Individuals not complying with directives to remain orderly shall be asked to leave the Council Chambers, or be removed by the proper authorities as directed by the Mayor.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that effective immediately, persons may address the City Council under the following rules:

1. Any person may submit a communication in writing to the Mayor and City Council. One may do so by submitting a single original document addressed to the Honorable Mayor and Council to the Office of the City Clerk no later than 4:30pm the Thursday prior to the Council Meeting at which they wish to appear or have their communication read. The submitted item will appear on the agenda in New Business. All communications, records, or any other information submitted to the City Clerk's Office to be placed on the City Council agenda will be treated as a public record and will be placed upon the city website.
2. Any person may address the Mayor and Council during the Call to the Public portion of the meeting.
3. Any person may address the Mayor and Council at the conclusion of Council discussion of each agenda item and when public comment is requested by the Mayor or a member of the Council.
4. Each person who wishes to address the Council shall approach the podium and state his or her name and address.
5. The total time that a person may address the City Council is three (3) minutes unless the City Council, by majority vote, suspends this rule.
6. When the time limit expires, the Mayor shall so notify the speaker and permit him or her to complete their address within thirty (30) seconds.
7. If the speaker has not finished at the end of thirty (30) seconds, the Mayor or other presiding official shall strike the gavel and direct the speaker to cease their address immediately.
8. Personal attacks directed toward any officer, employee, or City Council member will not be tolerated. Offensive, threatening, or abusive language shall not be used when addressing the City Council. Comments shall be spoken to the Mayor, and communication between the speaker and audience will not be permitted.
9. Individuals not complying with directives to remain orderly shall be asked to leave the Council Chambers, or be removed by the proper authorities as directed by the Mayor.

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 9th, 2018

AGENDA ITEM # 6

ITEM: Payment Processing Agreement with FORTE

PRESENTER: Justin N. Lanagan, Superintendent of Recreation



INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Towards the end of last fiscal year, we purchased Recreation Management Software through RecPro Systems. Since that time we have been building the our online database with all of our program and facility information as well as undergoing numerous training sessions to familiarize ourselves with the applications of this software. The final step before going live with our online registration program is signing an agreement with FORTE.

FORTE is partnered with RecPro Systems and handles all of the online payment transactions that take place within RecPro's online registration system.

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 sign the payment processing agreement with FORTE

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once the signed agreement is signed and submitted to FORTE, it will take 7-10 business days before our online registration is up and running.

COMMISSION RECOMMENDATION: Concurs with Superintendent

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Review by Bill Look and requested changes made

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS:

- 1) FORTE Payment Processing Agreement
- 2) FORTE Pricing Fees

RESOLUTION

DATE: April 9th, 2018

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council **CONCURS** with the recommendation of the Superintendent of Recreation and hereby **AUTHORIZES** the Mayor and City Clerk to sign the agreement with FORTE for Payment Processing.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

**Alderman
Calvin
Desana
Maiani
Sabuda
Schultz**

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is entered into as of _____, 20__ (the "Effective Date") by and between Forte Payment Systems, Inc. ("FORTE" or "Party") a California corporation and _____ ("AGENCY" or "Party").

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates

may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

Except with respect to Personal Information, this section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association.

The Provisions of this agreement are subject to the provisions of the Michigan Freedom of Information Act ("FOIA"). In the event the City of Wyandotte (prospective business partner) determines it is required to disclose certain confidential information under the FOIA, the City of Wyandotte shall notify USPBL of this determination and if USPBL wishes to prevent such disclosure, it is USPBL's obligation to seek any legal action at its cost to prohibit disclosure. Further USPBL acknowledges it is aware of the FOIA's requirements concerning confidential information (MCL 15.243 (l) (f) (i)-(iii)).

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days' prior written notice of termination to the other Party.

5.2 Exclusivity. During the term of this Agreement, AGENCY shall use FORTE as its exclusive provider of all Services.

5.3 Termination. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

6. TRANSACTION PROCESSING

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

- 6.1.1 **Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.
- 6.1.2 **Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.
- 6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.
- 6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.
- 6.3 **AGENCY Account.** In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third party provider sub-contracting with FORTE.
- 6.4 **Limited-Acceptance Agency.** If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.
- 6.5 **Bona Fide Sales.** AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.
- 6.6 **Setting Limits on Transaction Amount.** AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.
- 6.7 **Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.
- 6.8 **Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by

reason of the rejection of any such Transaction.

6.9 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.10 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.11 Excessive Chargebacks. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.12 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

6.13 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2)

years for standard Transactions and for a period of five (5) years for health-related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment

Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

///

12. PRICING AND PAYMENT

12.1 FORTE will provide the Services in accordance with the Pricing Fee Schedule(s) attached hereto or any amendments thereto. Pricing schedules which utilize an Absorbed Fee Model will be billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

13. LIMITS OF LIABILITY

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14. REPRESENTATIONS AND WARRANTIES.

14.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. FORCE MAJEURE

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. ASSIGNMENT

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of MICHIGAN. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix C, Section 4 herein.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FORTE:
Forte Payment Systems, Inc.
500 W. Bethany Drive

Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to AGENCY:

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

FORTE:

AGENCY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPENDIX A DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Confidential Information – Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party's company(s) or investments or

its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Credit Entry (or "Entry") – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry (or "Entry") – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver – An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions – Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users – All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant's systems, by using Merchant's access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B

ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

3. Retention of Data. Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX C

ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
2. **Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
 - e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

3. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

4. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

5. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

6. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

7. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

8. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

9. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

10. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

11. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

12. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.



PRICING FEE SCHEDULE- City of Wyandotte, MI

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- **Absorbed Model** - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

2.50% of the payment amount with a minimum fee of \$1.95 based upon volume.

Electronic check

Includes Forte Verification for known accounts

| eCheck Transaction Tiers | Fees | Frequency |
|------------------------------|------------------------|-----------------|
| \$0.00 to \$50,000.00 | \$1.75 w/Verification | Per Transaction |
| \$50,000.01 to \$75,000.00 | \$3.00 w/Verification | Per Transaction |
| \$75,000.01 to \$100,000.00 | \$6.00 w/Verification | Per Transaction |
| \$100,000.01 to \$150,000.00 | \$10.00 w/Verification | Per Transaction |
| \$150,000.01 + \$250,000.00 | \$15.00 w/Verification | Per Transaction |

Absorbed Pricing Option: Emerging Market and Public-Sector Rate Structure

| Processing Costs: | Fees | Frequency |
|--------------------------------------|---|---------------------------------|
| Visa, MasterCard, Discover | *Pass Thru pricing + \$0.12 + .40bpts* | Per Transaction |
| American Express | *Pass Thru pricing + \$0.12 | Per Transaction |
| Forte Protect (End-2-End Encryption) | \$0.10 | Per Transaction |
| Chargeback Fee | \$25.00 | Per Chargeback |
| Batch Fee | \$0.00 | No Charge - Waived |
| Gateway Fee | \$0.00 | No Charge - Included |
| ACH Fee-debits/credits | \$0.25 w/o Forte Verify \$0.50 with Forte Verify | Per Transaction |
| ACH Return Fee | \$2.00 | Per Return |
| Statement Fee | \$5.00 | Each Month per merchant account |

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the Superintendent of Recreation to enter into an agreement with Forte Payment Systems, Inc (FORTE) to provide payment processing and related services including but not limited to Automated Clearing House, Credit and Debit Card Processing, account verification, and customer identification, etc.; AND

BE IT FURTHER RESOLVED that Council hereby authorizes the Mayor and City Clerk to sign the agreement with FORTE for Payment Processing.

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 9th 2018

AGENDA ITEM # 7a

ITEM: Special Event Application - Literacy Walk

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Please see the below request from Washington Elementary School for use of city property for April 23rd 2018 for their Literacy Walk to help support a new playground. I recommend the individuals sign a hold harmless agreement for their use of city property.

They are requesting the use of the below streets to be closed:

Requesting to have Superior Blvd., between 14th and 15th Streets closed between the hours of 8:45am - 10:30 am.

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 Events Coordinator and support the use of City sidewalks/property for their event on April 23rd 2018.

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. It is requested the City Council concur with the support of the Special Events Coordinator and support the use of City sidewalks/property for their event on April 23rd 2018.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

S. Dysdale

LEGAL COUNSEL'S RECOMMENDATION:

Appr'd.

MAYOR'S RECOMMENDATION:

J.H.P.

LIST OF ATTACHMENTS

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 9th 2018

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 event April 23rd 2018 with the recommendation the individuals sign a hold harmless agreement.

They are requesting the use of the below streets to be closed:

Requesting to have Superior Blvd., between 14th and 15th Streets closed between the hours of 8:45am – 10:30 am on March 24th 2017.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz



Washington Elementary School

1440 Superior • Wyandotte, Michigan 48192

(734) 759-6100 • Fax (734) 759-6109

www.washington.wyandotte.org

Kristin McMaster, Principal

"Wyandotte Education: Striving For Continued Excellence"

March 29, 2018

Mayor Joe Peterson
Wyandotte City Council
3131 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Council:

On Monday, April 23rd, Washington Elementary will be holding a "Literacy Walk" to help support our classroom libraries. We are requesting to have Superior Blvd., between 14th and 15th Streets closed between the hours of 8:45am – 10:30 am on that date.

We are looking forward to hearing from you regarding this matter so that we can continue to make final plans for our walk.

Sincerely,

Kristin McMaster
Principal

RESOLUTION

DATE: April 9, 2018

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 Washington Elementary School Literacy Walk event to be held on Monday, April 23, 2018, with approval to include closure of Superior Blvd., between 14th and 15th Streets, between the hours 8:45am & 10:30am on the date of the event.

BE IT FURTHER RESOLVED that the organization will complete and submit a hold harmless agreement, to be prepared by the Department of Legal Affairs, prior to the event date.

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 9th 2018

AGENDA ITEM # 7b

ITEM: Special Event Application – Our Lady of the Scapular Parish

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 7th 2018. 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 10th Street and proceed to Superior Boulevard (Pope John Paul II Ave), to 12th Street around the median and back to 10th 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 7th 2018.

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: *J. Dunsdale*

LEGAL COUNSEL'S RECOMMENDATION: *Approval*

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS *J.A.T.*

Letter

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 9th 2018

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 7th 2018 including:

7 pm – Procession to start at the Elementary School building on 10th Street and proceed to Superior Boulevard (Pope John Paul II Ave), to 12th Street around the median and back to 10th 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

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Our Lady of the Scapular Parish

976 POPE JOHN PAUL II AVENUE - WYANDOTTE, MICHIGAN 48192 - (734) 284-9135 - FAX: (734) 284-1367

Parafia Matki Bożej Szkaplerznej

March 15, 2018

The Honorable Joseph Peterson, Mayor
City Council Members
City of Wyandotte
3200 Biddle Ave.
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 7, 2018.

The outdoor procession and crowning honoring Mary the Blessed Mother of God and patroness of our Parish will start at 7:00pm at the Elementary School Building on 10th Street and proceed to Superior Boulevard (Pope John Paul II, Ave), to 12th Street, around the median and back to 10th 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 Daniel Grant
D.P.S.-Dave Rothermal

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

WHEREAS the Our Lady of the Scapular Parish has submitted an event application to the Special Events office requesting permission to hold a procession to honor Mary the Blessed Mother of God and patroness of their parish.

WHEREAS the procession is to be held on May 7, 2018, and will begin at 7:00PM with the route to start in front of the elementary school building on 10th Street, proceed to Superior Boulevard (Pope John Paul II Ave), to 12th Street around the median, back to 10th street, and into the front door of the church.

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 use by Our Lady of the Scapular Parish for said event, to include traffic control measures as coordinated by the Special Events Coordinator with appropriate departments.

BE IT FURTHER RESOLVED that the organization is required to sign a hold harmless agreement as prepared by the Department of Legal Affairs.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9th 2018

AGENDA ITEM # 8

ITEM: Wyandotte Downtown Markets Event Approval

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: The Wyandotte Downtown Markets will be new and exciting this year! The Wyandotte Downtown Markets will be broken into two different market days: Wyandotte Farmers/Artisan Food Market every First Friday of the month and the Vintage Market every Third Friday of the months from June to October.

The Wyandotte Farmers/Artisan Food Market will operate from 12:00 noon to 7 pm and the Vintage Market will operate from 3 pm to 10 pm in downtown Wyandotte. We will be working with The Vintage Market, LLC to produce the antique event each Third Friday. As a result, we are asking for use of the market site/sidewalks and that the parking directly adjacent to the site is posted as use for the market vendor parking from the below dates and times. All vendors will sign hold harmless agreements, be required to add the City as additional insured to their policy if they carry one and the Vintage Market, LLC will also sign a hold harmless agreement and add the city to their insurance policy for their and their vendors use of city property.

The Wyandotte Farmers and Artisan Food Markets:

Dates: June 1st, July 6th, August 3rd, September 7th and October 5th 2018

Times: 12 to 7 pm

Locations to be used: Set up to start at 11 am each first Friday

- Sycamore and Biddle Avenue – Area near City Hall
- Sycamore Street from Biddle to the parking lot near Coastal Thai
- First Street west side of street from end of parking lot to Elm Street
- South side row of parking spots in Parking Lot #11, located next to the grassy lot
- No parking signs to be placed in necessary areas prior to event
- Elm Street to be closed from Alley by CVS to First Street for First and Third Fridays only

The Vintage Market:

Dates: June 15th, July 20th, August 17th, September 21st and October 19th 2018

Times: 3 pm to 10 pm

Locations to be used: Set up to start at 9 am to 2:30 pm each Third Friday

- First Street west side of street from end of parking lot to Elm Street
- South side row of parking spots in Parking Lot #11, located next to the grassy lot
- No parking signs to be placed in necessary areas prior to event
- Elm Street to be closed from Alley by CVS to First Street for First and Third Fridays only

STRATEGIC PLAN/GOALS: The City of Wyandotte hosts several qualities 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 and support the use of city streets, sidewalks and property for their events held every Thursday from June 1st to October 19th 2018.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the necessary departments.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shupda*

LEGAL COUNSEL'S RECOMMENDATION: Approved.

MAYOR'S RECOMMENDATION: *ARP*

LIST OF ATTACHMENTS: None

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 9th 2018

RESOLUTION by Councilman _____

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the property use and parking spots for the City of Wyandotte Downtown Markets scheduled every First Friday of the month and the Vintage Market every Third Friday of the months from June to October. All vendors will sign hold harmless agreements, be required to add the City as additional insured to their policy if they carry one and the Vintage Market, LLC will also sign a hold harmless agreement and add the city to their insurance policy for their and their vendors use of city property.

The Wyandotte Farmers and Artisan Food Markets:

Dates: June 1st, July 6th, August 3rd, September 7th and October 5th 2018

Times: 12 to 7 pm

Locations to be used: Set up to start at 11 am each first Friday

- Sycamore and Biddle Avenue – Area near City Hall
- Sycamore Street from Biddle to the parking lot near Coastal Thai
- First Street west side of street from end of parking lot to Elm Street
- South side row of parking spots in Parking Lot #11, located next to the grassy lot
- No parking signs to be placed in necessary areas prior to event
- Elm Street to be closed from Alley by CVS to First Street for First and Third Fridays only

The Vintage Market:

Dates: June 15th, July 20th, August 17th, September 21st and October 19th 2018

Times: 3 pm to 10 pm

Locations to be used: Set up to start at 9 am to 2:30 pm each Third Friday

- First Street west side of street from end of parking lot to Elm Street
- South side row of parking spots in Parking Lot #11, located next to the grassy lot
- No parking signs to be placed in necessary areas prior to event
- Elm Street to be closed from Alley by CVS to First Street for First and Third Fridays only

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

WHEREAS the Special Event Coordinator is requesting Council to permit the use of property and parking spots for the City of Wyandotte Downtown Markets, scheduled every First Friday of the month and the Vintage Market, scheduled for every Third Friday of the month from June to October, 2018.

BE IT RESOLVED that the Council permits use of property and parking spots for said events at the following locations on the following dates:

The Wyandotte Farmers and Artisan Food Markets:

Dates: June 1st, July 6th, August 3rd, September 7th and October 5th 2018

Times: 12 to 7 pm

Locations to be used: Set up to start at 11 am each first Friday

- Sycamore and Biddle Avenue – Area near City Hall
- Sycamore Street from Biddle to the parking lot near Coastal Thai
- First Street west side of street from end of parking lot to Elm Street
- South side row of parking spots in Parking Lot #11, located next to the grassy lot
- No parking signs to be placed in necessary areas prior to event
- Elm Street to be closed from Alley by CVS to First Street for First and Third Fridays only

The Vintage Market:

Dates: June 15th, July 20th, August 17th, September 21st and October 19th 2018

Times: 3 pm to 10 pm

Locations to be used: Set up to start at 9 am to 2:30 pm each Third Friday

- First Street west side of street from end of parking lot to Elm Street
- South side row of parking spots in Parking Lot #11, located next to the grassy lot
- No parking signs to be placed in necessary areas prior to event
- Elm Street to be closed from Alley by CVS to First Street for First and Third Fridays only

BE IT FURTHER RESOLVED that all vendors will sign hold harmless agreements, be required to add the City as additional insured to their policy if they carry one and the Vintage Market, LLC will also sign a hold harmless agreement and add the city to their insurance policy for their and their vendors use of city property.

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 9th 2018

AGENDA ITEM # 9

ITEM: Third Friday – Carriage Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Herewith, please find the carriage rental agreement assembled and recommended by my office for the Independence Day Parade 2018. We have confidence that once again, Ann Arbor Carriage will provide us with quality services and are endorsing their contract for the event.

STRATEGIC PLAN/GOALS: The City of Wyandotte hosts several qualities 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:

Independence Day Parade Expense Account: 285-225-925-826 - \$495

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:

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS:

Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 9th 2018

RESOLUTION by Councilman _____

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

A resolution to APPROVE the contract for Ann Arbor Carriage for the 2018 Independence Day Parade as

outlined in the provided communication dated April 9th 2018, \$495 to be paid from the Independence Day Parade Account 285-225-925-826. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract and a hold harmless agreement for the company on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

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

Service: Horse-drawn carriage decorated for Wyandotte's Independence Day

Parade, July 4th.

Date: Wednesday July 4th, 2018

Time: 9:45Pm till end of parade

INVOICE

\$495.00

\$00.00 no transportation fee

-\$200.00 deposit is required now to hold date

\$295.00 balance due 14 days before event.

Mail to: Ann Arbor Carriage
P.O. Box 263
Whitmore Lake, MI 48489

Thank you, Denise M. Kubin

NOTE: Sign and send back

Cell number for the day of event: _____

Signature

Date

Any unforeseeable circumstances that arise, Ann Arbor Carriage has sole preference in determining responsible decision. We reserve the right to cancel services at any time. Due to the nature of the business, we have the right and the option to substitute carriages, companies, driver (s) and horses at our own discretion. Ann Arbor Carriage will not be responsible for any loss sales, project sales or advertising cost due to unforeseen emergencies that could arise.

Animals have unique behavior and mind-set. Discrepancies while working with horses/farm life can happen. All changes of times or a date has to be made in person by phone: we can't count on emails, texts and voice mail

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

WHEREAS the Special Events Coordinator has requested to contract the services of Ann Arbor Carriage, as part of the Wyandotte Independence Day Parade on Wednesday, July 4th, 2018.

WHEREAS said services will consist of the following event, time and cost:

One horse-drawn carriage 9:45 am – end of parade \$495

BE IT RESOLVED that Council concurs with the Special Events Coordinator to approve the contract for Ann Arbor Carriage for the 2017 Independence Day Parade with funds to be paid from the Independence Day Parade Account 285-225-925-826, 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

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9th 2018

AGENDA ITEM # 10a

ITEM: Special Event Application - WSAF Entertainment Contracts -

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Herewith, please find the entertainment contracts assembled and recommended by my office for the 2018 Wyandotte Street Art Fair.

Eva Under Fire - \$500
Terry Jacoby and Rummier - \$500
Category 5 - \$550
The Phoenix Theory - \$2,500
Downriver Dan - \$900

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

285.225.925.730.860 - \$4,950

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:

J. Rysdal

LEGAL COUNSEL'S RECOMMENDATION:

Approved

MAYOR'S RECOMMENDATION:

J.R.P.

LIST OF ATTACHMENTS

Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 9th 2018

RESOLUTION by Councilman _____

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

A resolution to APPROVE the entertainment contracts for the below bands for the 2018 Wyandotte Street Art Fair as outlined in the provided communication dated April 9th 2018, to be paid from the Wyandotte Street Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contracts on behalf of the City of Wyandotte.

Eva Under Fire - \$500
Terry Jacoby and Rummler - \$500
Category 5 - \$550
The Phoenix Theory - \$2,500
Downriver Dan - \$900

I move the adoption of the foregoing resolution.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 26th day of march, 2018 between the City of

Wyandotte
and

Christopher Slapnik

Name of Musical Group:

Eva Under Fire

Name of Contact Person:

Christopher Slapnik

Contact Address:

22424 Canterbury Woodhaven MI 48183

Phone Number:

734-250-5112

Business ID Number:

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

Music Style:

Alternative Rock

Number of Entertainers:

5

It is mutually agreed between the parties that Christopher Slapnik (name of contact on the w-9 receiving the check) will furnish 1.5 hours of entertainment for the Wyandotte Street Art Fair on: July 12th - 6/7:30 pm

The price for this engagement is

\$500.00

Deposit: City agrees to reserve date with a CAN PAY AT TIME OF PERFORMANCE

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

EVA UNDER FIRE and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this _____ day of _____, 2018 between the City of

Wyandotte and Terry Jacoby

Name of Musical Group: Terry Jacoby & Rummier

Name of Contact Person: Terry Jacoby

Contact Address: 7710 Willow Dr., West Bloomfield, MI 48324

Phone Number: 248-880-3454

Business ID Number: _____

List type of entity (LLC, Corporation, DBA, Partnership, etc.) and provide documentation creating entity: None

Music Style: Pop, Rock, Country, fun and very good

Number of Entertainers: Five

It is mutually agreed between the parties that Terry Jacoby _____ (name of contact on the w-9 receiving the check) will furnish ____1 hour of entertainment _____ for the Wyandotte Street Art Fair on: July 14th from 4-5 pm

The price for this engagement is: \$500

Deposit: City agrees to reserve date with a ____0____.

I agree to abide by each of the regulations on this application, the Laws of the State of Michigan and the laws and ordinances of the City of Wyandotte and will be responsible for our organizations/business/individual compliance. If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees. This engagement will be held outside. The undersigned agrees to abide by the City of Wyandotte Ordinances and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for _____ and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.

Signature of Entertainment Representative

Date _____

Signature of City Representative

Signature of City Representative

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 22nd day of March, 2018 between the City of

Wyandotte and Category 5

Name of Musical Group: Category 5

Name of Contact Person: Kevin Davis

Contact Address: 24185 Helene Dr Brownsboro, MI 48183

Phone Number: 734-250-1442

Business ID Number: N/A

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

Music Style: Classic Rock

Number of Entertainers: 5 w/ 2 stage crew

It is mutually agreed between the parties that Kevin Davis (name of contact on the w-9 receiving the check) will furnish 2 hours of entertainment for the Wyandotte Street Art Fair on: July 14th from 6:30 to 8:30 pm

The price for this engagement is \$550.00

Deposit: City agrees to reserve date with a \$0

I agree to abide by each of the regulations on this application, the Laws of the State of Michigan and the laws and ordinances of the City of Wyandotte and will be responsible for our organizations/business/individual compliance. If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees. This engagement will be held outside. The undersigned agrees to abide by the City of Wyandotte Ordinances and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for Category 5 and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.

Kevin Davis
Signature of Entertainment Representative
Date: 3/22/18

Signature of City Representative

Signature of City Representative

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 26th day of March, 2018 between the City of Wyandotte and

Allen David on behalf of

Name of Musical Group:
The Phoenix Theory

Name of Contact Person:
Allen David

Contact Address:
30291 Bradbury Drive, Flat Rock, MI 48134

Phone Number:
313-300-4517

Business ID Number:
368-72-0073

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

Music Style:
70, 80s, 90, through today, classic rock and dance.

Number of Entertainers:
4 plus sound engineer.

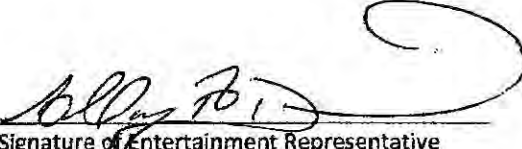
It is mutually agreed between the parties that Allen David (name of contact on the w-9 receiving the check) will furnish 3 Hours of Entertainment for the Wyandotte Street Art Fair on: **July 11th from 8/11 pm set up at 7:30**

The price for this engagement is

\$2,500

Deposit: City agrees to reserve date with a \$0. If no deposit is required, please specify here if not required **NONE REQUIRED.**

I agree to abide by each of the regulations on this application, the Laws of the State of Michigan and the laws and ordinances of the City of Wyandotte and will be responsible for our organizations/business/individual compliance. If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees. This engagement will be held outside. The undersigned agrees to abide by the City of Wyandotte Ordinances and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for THE PHOENIX THEORY and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.


Signature of Entertainment Representative
Date: 03/28/2018

Signature of City Representative

Signature of City Representative

Date _____

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 29th day of March, 2018 between the City of Wyandotte and Daniel Kalicki

Name of Musical Group: DownRiver Dan & The Billies

Name of Contact Person: Daniel Kalicki

Contact Address: PO Box 413, Allen Park, MI, 48101

Phone Number: 313-850-7784

Business ID Number: 82-1325326

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

Music Style: Blues Rock

Number of Entertainers: Three

It is mutually agreed between the parties that Daniel Kalicki (name of contact on the w-9 receiving the check) will furnish 2 Hours of Entertainment for the Wyandotte Street Art Fair on: **July 13th from 4-6 pm set up at 3:30 pm**
The price for this engagement is \$900.00

Deposit: City agrees to reserve date with a 50% Deposit or \$450.00. If no deposit is required, please specify here if not required

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

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the entertainment agreements for various artists listed below to provide musical entertainment during the 2018 Wyandotte Street Art Fair, with funds to be paid from account #285-225-925-730-860, for the following dates, times, and costs:

| Performer | Date | Time | Cost |
|-----------------------------------|--------------------------|-----------------------------|-------------|
| Eva Under Fire | Thursday, July 12, 2018 | 6PM – 7:30PM | \$500 |
| Terry Jacoby & Rummler | Saturday, July 14, 2018 | 4:00PM – 5:00PM | \$500 |
| Category 5 | Saturday, July 14, 2018 | 6:30PM-8:30PM | \$550 |
| The Phoenix Theory | Wednesday, July 11, 2018 | 8:00PM – 11:00PM | \$2500 |
| Downriver Dan | Friday, July 13, 2018 | 4PM-6PM (set up @3:30PM) | \$900 |

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

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 9th 2018

AGENDA ITEM # 10b

ITEM: Wyandotte Street Art Fair Parking Lot Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: The Special Event Office staff is currently planning our special events for 2018. As you know, the Wyandotte Goodfellows and Old Time Ballplayers have worked with the Wyandotte Street Art Fair for many years and have managed the Chase Bank Parking Lot. We would like to continue this relationship once again this year, please see the attached contract for the 2018 Wyandotte Street Art Fair, July 11th through the 14th. Both groups will sign a hold harmless agreement for the city of Wyandotte prior to the event.

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 authorization for the Mayor and city clerk to sign and return original contract to the Special Event Coordinator.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

Revenue – Under \$13,000 collected, the city will split 50% with the group. The maximum amount the City will receive is \$7,500.

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

J. Dysdal

LEGAL COUNSEL'S RECOMMENDATION:

Approved

MAYOR'S RECOMMENDATION:

Ad. P.

LIST OF ATTACHMENTS

2018 Parking Lot Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 9th 2018

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Events Coordinator to approve the contract between the City of Wyandotte and the Wyandotte Goodfellows and the Old Time Ballplayers for the 2018 Wyandotte Street Art Fair. Both groups will sign a hold harmless agreement for the city of Wyandotte prior to the event.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz


NAYS

City of Wyandotte Street Art Fair Parking Concession Agreement

The City of Wyandotte Recreation, Leisure and Culture Department enter into an agreement with the Wyandotte Goodfellows/Wyandotte Old Time Ball Players Association for the rental of the City Hall Parking Lot located at 3rd & Eureka. This agreement will take place July 11 through July 14, 2018.

- The Wyandotte Goodfellows/Wyandotte Old Time Ball Players Association will supply the manpower to staff the Chase Parking Lot from 7:30 am to 10 pm each of the days listed above. The Wyandotte Goodfellows/Wyandotte Old Time Ball Players Association will collect a fee of \$5.00 per vehicle and \$20 per vendor vehicle.
- There are over 200 parking spaces to the west of the bank. Chase Bank/City Hall will have exclusive use of the east part of the lot for customers /employees during regular business hours.
- The Wyandotte Goodfellows/Wyandotte Old Time Ball Players Association will allow the Eureka entrance for ATM and Chase Bank Drive-thru usage.
- The Wyandotte Goodfellows/Wyandotte Old Time Ball Players Association will provide their shirts, money aprons, and start-up funds for the event.
- The Wyandotte Goodfellows/Wyandotte Old Time Ball Players Association will submit a check to the Wyandotte Street Art Fair no less than two weeks following the event:
- If the Wyandotte Goodfellows/Wyandotte Old Time Ball Players Association collects under **\$13,000**, they will split the collection 50% with the City of Wyandotte. The maximum amount the City would receive is **\$7,500**. Any revenues over **\$13,000** will go to the Wyandotte Goodfellows/Wyandotte Old Time Ball Players Association.
- Money to be collected by City Treasurer/Special Events Coordinator at the end of each night (9 pm) and will be held in city treasurers vault until the week after the fair. Then counted by City Treasurer and a report and check to be provided to the Goodfellows/Old Time Ball Players the week after the fair.
- The City will provide the Wyandotte Goodfellows/Wyandotte Old Time Ball Players Association with two golf carts from the Wyandotte Shores Golf Course. The carts will be picked up each day at 7:30 am and be returned by 9 pm each evening.
- The City of Wyandotte Department of Public Service will provide barricades by 7:30 am Wednesday, July 11, 2018.

Joseph Peterson, Mayor



Wyandotte Goodfellows

Lawrence Stec, City Clerk

Wyandotte Old Time Ball
Players Association

Dated

Dated

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and the Wyandotte Goodfellows and the Old Time Ballplayers for the use of the City Hall/Chase Bank Parking Lot during the 2017 Wyandotte Street Art Fair from July 11-14, 2018; AND

BE IT FURTHER RESOLVED that the Wyandotte Department of Public Service will provide barricades by 7:30AM on Wednesday, July 11, 2018; 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, provided both organizations sign a hold harmless agreement for the City of Wyandotte as prepared by the Department of Legal Affairs, prior to the event.

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 9th 2018

AGENDA ITEM # 10c

ITEM: Special Event – Rentals for the WSAF

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find the contract for Symon Rental for the use of tents, tables, etc. for the 2018 Wyandotte Street Art Fair, July 11th – 14th. We have worked with each company for many years and would like to continue to work with them once again for the 2018 WSAF.

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 Events Coordinator and support the contracts for the 2018 Wyandotte Street Art Fair. Please consider authorization of this contract by Mayor Peterson and the City Clerk, Mr. Stec.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

WSAF Expense Account – 285-225-925-730-860

\$2,846.00

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: D. Dupdal

LEGAL COUNSEL'S RECOMMENDATION: Approved

MAYOR'S RECOMMENDATION: J.P.

LIST OF ATTACHMENTS

Rental Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 9th 2018

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special

Event Coordinator, to approve of the contracts for Symon Rental for the event to be held July 11th through the 14th 2018.

WSAF Expense Account – 285-225-925-730-860

\$2,846.00

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Symon Rental
1918 Ford Ave.
Wyandotte, MI 48192

| Delivery Date: | Invoice # |
|----------------|-----------|
| 7/10/2018 | Bid |

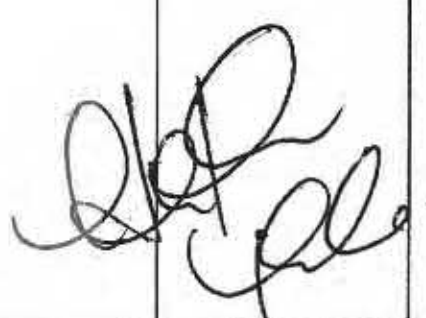
| Phone # | 734-283-5374 |
|---------|--------------|
|---------|--------------|

| Fax # | 734-283-5355 |
|-------|--------------|
|-------|--------------|

| |
|--|
| Deliver to: |
| City of Wyandotte 3200 Biddle Ave. Wyandotte, MI 48192 734-324-4502 / 734-324-7283 Fax# Heather hthiede@wyan.org / XXXXXXXXXX |

| |
|---|
| Bill to: |
| Parks & Rec, Dept. 734-324-7292 Wyandotte Street Fair Delivery on: 7/10/2018 Use Dates: 7/11-12-13-14/2018 Pick up on: 7/14/2018 After 11:00 PM |

| Pick Up Date | Use Date | PO # | Customer Pick Up |
|--------------|-----------|-----------|------------------|
| 7/14/2018 | 7/11/2018 | 3/14/2018 | |

| Qty | Description | Rate | Amount |
|--|---|--------|----------|
| 1 | 20' x 20' Frame Tent White (6 - 55 Gallon Water Barrels) | 325.00 | 325.00 |
| 13 | 10' x 10' EZ-UP Frame Tent White (Includes 40 - 10' x 10' Sand Bags / 12 - Large Sand Bags / 52 Tie Down Straps) Put in Pod No Set up | 110.00 | 1,430.00 |
| 32 | 10' EZ UP Tent Sides | 10.00 | 320.00 |
| 26 | 30" Round Cocktail Table 42" High | 13.50 | 351.00 |
| 4 | 42" Round Umbrella Table W/Umbrella | 30.00 | 120.00 |
| | Delivery Charge | 50.00 | 50.00 |
| | After Hours Pick up Charge | 250.00 | 250.00 |
|  | | | |

Total \$2,846.00

| E-mail | symonrent@aol.com |
|--------|-------------------|
|--------|-------------------|

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

WHEREAS Symon Rental will provide various tents, tables, and other items for the 2018 Wyandotte Street Art Fair to be held July 11th-14th, 2018.

BE IT RESOLVED that Council approves the contract between the City of Wyandotte and Symon Rental to provide rentals for the 2018 Wyandotte Street Art Fair in the amount of \$2,846.00 to be paid from account #285-225-925-730-860.

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

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

**CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 9th 2018

AGENDA ITEM # 10d

ITEM: Wyandotte Street Art Fair Beverage Area Manager Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: As you know, the Wyandotte Jaycees have worked with the Wyandotte Street Art Fair for many years and have managed the Riverfront Beverage area for the past few. We would like to continue this relationship once again this year, please see the attached contract for the 2018 Wyandotte Street Art Fair, July 11th through the 14th. We feel that the Wyandotte Jaycees knowledge and experience will benefit not only the beverage distribution but the fair as a whole.

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 authorization for the Mayor or city clerk to sign and return original contract to the Special Event Coordinator.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

WSAF Revenue Account – Estimate \$70,000-\$80,000

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

SDrysdale

LEGAL COUNSEL'S RECOMMENDATION:

Appral

MAYOR'S RECOMMENDATION:

John P.

LIST OF ATTACHMENTS

2018 Wyandotte Jaycee Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 9th 2018

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 the Wyandotte Jaycees for the 2018 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

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

**57th Annual Wyandotte Street Art Fair
2018 Beer Area Agreement with the Wyandotte
Jaycees**

Organization Title: Wyandotte Jaycees

President's Name: Sarah Fappas

Street Address: PO Box 276

City, State, and Zip Code Wyandotte, MI 48192

Telephone: 248-763-8270 Email: Sarahgriff6@gmail.com

Project: WYANDOTTE STREET ART FAIR BEER AREA

Group volunteer project date & time: July 11-14, 2018, 11 am to 11 pm (River front entertainment area) and 11 am to 9 pm at the second beer area (Maple/Biddle Area). Beer Area set up on July 10, 2018, time to be determined.

Group volunteer project description: The Wyandotte Jaycees organization will be "in charge" of the Riverfront and the 2nd Beer Area. They will be responsible for distributing beer and other beverages to the public for the four days of the fair, accepting and disposing of tickets, opening and closing beer areas, set up of both areas before the fair, taking training offered by the beer distributor, applying for the Liquor License, working with a volunteer group that will be responsible for ticket taking during the fair and coordinating with the Wyandotte Street Art Fair Committee and Staff before/during and after the fair.

The 57th Wyandotte Street Art Fair is a four day event that brings roughly around 200,000 people to the City of Wyandotte each year. Times for the art fair is 10 am to 9 pm, the beer tent at the 2nd site will close at 8 pm, while the river front entertainment area is open until 11 pm. Tickets will be sold until 10:30 pm; Beer will be distributed until 11:00 pm. Beer will be purchased through a local distributor.

Beverages will be chosen by the City of Wyandotte Special Event Coordinator and WSAF Committee. NO money will be exchanged at the beer tents. Patrons can purchase beverage tickets from the ticket booths in the beer area ONLY.

PROVISIONS BY VOUNTEER GROUP

Volunteer group agrees to provide the following equipment and tools:

MANPOWER

The Wyandotte Jaycees will be responsible for providing a minimum of

- 5 people to man the Riverfront Beer Tent from 11 am to 4 pm Wednesday thru Friday and on Saturday a minimum of 10 people from 11 am to 4 pm

- Minimum of 2 people to man the Maple/Biddle beer area from 11 am to 5 pm Wednesday thru Friday and a minimum of 3 people from 11 am to 5 pm on Saturday.
- A minimum of 20 people at the Riverfront Beer Tent each night from 5 pm to 11 pm, along with a minimum of 4 people at the Maple/Biddle beer area from 5 pm to 9 pm each night.

SPECIAL PROVISIONS APPLICATION

By May 1, 2018, the Jaycees shall, at a meeting of the membership or board of directors, pass the following resolution by a majority vote. RESOLVED: That the organization, through its duly authorized officers, make application to the MLCC for a Special License for the sale of either Beer and Wine, or Beer, Wine and Spirits, for consumption on the premises to be in effect on the following days; July 11 through 14, 2018.

The Jaycees shall apply for SPECIAL LICENSE for SALE OF BEER AND WINE ONLY and/or BEER, WINE AND SPIRITS for CONSUMPTION ON THE PREMISES and adhere to the Michigan Department of Labor & Economic Growth MICHIGAN LIQUOR CONTROL COMMISSION (MLCC), 7150 Harris Drive, P.O. Box 30005, Lansing, MI 48909-7505. Such application shall be signed and completed by the Jaycees at least 60 days prior to the commencement of the Art Fair.

The Art Fair Committee shall provide layout information of the Art Fair and beverage sales set up areas by May 1, 2018, and the funds to secure the bond and apply for the license(s) and staff shall facilitate and assist in the preparation of the application and shall process and mail such application from City Hall to the State within the first week of June 2018.

The Wyandotte Jaycees understand that the above-described services will be non-compensable to individuals. A portion of the proceeds from the sale of beverages shall benefit the Wyandotte Jaycees based upon the schedule as follows as well as an additional organization that will be responsible for taking tickets.

PAYMENT

The Jaycees shall receive 21.5% of gross revenue of beverage sales. The Wyandotte Jaycees will be responsible for paying and sending in the checks for: bonds, licensing, insurance and the tax on the sales of beer/liquor after the event. The City of Wyandotte will not pay for any part of/reimburse any fees to the Jaycees.

TRAINING/ SERVING

The Jaycees shall certify to the City of Wyandotte/Wyandotte Street Art Fair Committee that they shall have been trained and shall abide by all Michigan Laws the State of Michigan Liquor Control Commission. This training may be offered by the Distributor and arranged within 30 days of the signing of this contract.

SET UP

An appropriate Jaycee representative shall be present at the time of the beer tent set up and the beer distributor's truck and equipment lay out on the days before the Art Fair begins. Times and dates shall be arranged and communicated between the Art Fair staff and the Jaycees representative.

DUTIES OF THE JAYCEES

There will be two to three workers from the distributors present at the fair at all times, if you need assistance with anything, they can help you. They will be in charge of keg counting, replacing kegs, moving kegs and fixing any problems that might occur in both beer areas. A representative from the Wyandotte Jaycees shall inspect and keep a keg count for each day to check records.

MONEY HANDLING / TICKETS

Money handling and ticket shall be conducted by the organizations the Wyandotte Street Art Fair Committee approves. The Wyandotte Jaycees will be notified once these groups are chosen.

Ticket areas:

- Elm Street at Van Alstyne Street – Riverfront Entertainment Area
- 2nd Area – Biddle Area

One member from the ticket handling groups shall be appointed to document the starting number of tickets and the last number on a ticket roll that was collected at the opening of the ticket booths, before each shift change and at the closure of the event each night and shall sign the ticket ledger.

One member of each group shall be appointed to document the starting number of tickets and the last number on a ticket roll that was collected before the shift change.

TICKET HANDLING

The Wyandotte Jaycees who will be accepting tickets for all beer/beverage areas shall be required to tear each ticket into two pieces; then dispose of these behind the bar.

MONEY

Members of the Wyandotte Street Art Fair Staff/City of Wyandotte will be responsible for depositing/counting the money each night after both beer tents close for the four days of the fair. The Wyandotte Jaycees workers understand that they are not allowed to touch the ticket booth money whatsoever, in order to provide a check and balance in the worker arrangement.

DISTRIBUTION

The Wyandotte Jaycees accepting tickets shall check ID of any person in question before distributing and abide by training. If a Wyandotte Street Art Fair Staff/Committee sees any member of the Jaycees not taking tickets and distributing alcohol, there will be immediate removal of that person. The Jaycee President or Board Member will be notified as soon as possible. There will be no individuals under the age of 18 allowed behind the beer booths for any reason. If Wyandotte Street Art Fair Staff/Committee Members see any individual behind the beer tent area that are under the age of 18 years old that individual will be removed immediately.

OPENING THE BOOTHS

Riverfront – 11 am
Maple/Biddle – 11 am

CLOSING AND SECURING THE BOOTHS

The Wyandotte Jaycees will be responsible for closing and securing both beer areas for the duration of the four day event. Ticket sales stop at 10:30 pm and ticket taking and beer distribution stops at 11 pm. The beer workers will be there to assist you with closing and also the ticket takers as well as Wyandotte Street Art Fair Staff. If you have any questions or need assistance with anything during the four day fair please feel free to contact the Wyandotte Street Art Fair staff (contact information will be exchanged closer to the fair). Original licenses shall be returned to the Wyandotte Jaycees for immediate return to the state by the end of Saturday night.

REPORTING

The Wyandotte Jaycees will make a copy of their traditional CPG regarding this event available to the Art Fair Committee/Staff within the first week of September.

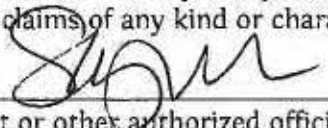
GENERAL CONDITIONS

The Wyandotte Jaycees and all others associated with the Wyandotte Jaycees further understand that they are not considered employees of the City of Wyandotte. Volunteers listed on the attached lists are covered by general liability insurance purchased for this specific event wherein the City of Wyandotte and Street Art Fair Committee shall be named as also insured. The Wyandotte Jaycees shall be responsible to submit 30 days in advance of the Art fair, a copy of the Liquor Liability Insurance in the amount required by the City of Wyandotte. The Wyandotte Jaycees shall comply with all applicable department and agency rules. No City employment, unemployment, leave, or hours of work provisions or collective bargaining agreements shall apply to volunteers. Either party may cancel this agreement in writing with advance notice of 45 days in advance of the event at any time following notice of the other party.

HOLD HARMLESS

The Wyandotte Jaycees agree to hold the City of Wyandotte harmless from any and all claims and liability arising from the Jaycee's operation of the Beer areas and from all activities arising from this Agreement.

I hereby release the City of Wyandotte, the Art Fair Committee members, staff and agents from all claims of any kind or character which I have or might have against them.



President or other authorized official of group

2/14/18

Date

Acceptance from the City of Wyandotte

Date

City Clerk

Date

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator to approve the 2018 Beer Area Agreement between the City of Wyandotte and the Wyandotte Jaycees for the oversight and management of the Riverfront Entertainment Area and the additional beverage area in the vicinity of Maple and Biddle Avenue during the 2018 Wyandotte Street Art Fair from July 11-14, 2018, with set up on July 10, 2018, at a time yet to be determined.

BE IT FURTHER RESOLVED that the Wyandotte Jaycees organization will be responsible for distributing beer and other beverages to the public for the four days of the fair, accepting and disposing of tickets, opening and closing beer areas, set up of both areas before the fair, participating in training offered by the beer distributor, applying for the Liquor License, working with a volunteer group that will be responsible for ticket taking during the fair, coordinating with the Wyandotte Street Art Fair Committee and Staff before/during and after the fair, and any and all other duties/payments/costs outlined in the 2018 Beer Area Agreement.

BE IT FURTHER RESOLVED that the Beer Area Agreement includes a Hold Harmless agreement to be signed by the President or other authorized official of the group and that Mayor and City Clerk are authorized to execute said agreement upon acceptance and signature of the Wyandotte Jaycees representative.

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 9th 2018

AGENDA ITEM # 10e

ITEM: Wyandotte Street Art Fair Marketing Contracts

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: As you know, public relations are integral to the success of our special events. As a result, we seek to once again contract with Drumbeaters to provide additional public relations support. Please find attached a contract with Drumbeaters to provide promotional assistance for the 2018 Wyandotte Street Art Fair and various Wyandotte events and Downtown happenings. Matt Lee, owner of Drumbeaters, has been doing media advance for the last 14 years and has worked with the Wyandotte Street Art Fair for the last 6. Today, his company provides services to over 100 events, such as The Detroit International Jazz Festival, The Detroit Festival of the Arts, Motor City Casino and The Mitch Albom Show.

Drumbeaters will provide the Wyandotte Street Art Fair committee and staff with activity reports tracking his work starting in early-May. Mr. Lee will receive \$3,500 for his assistance with this year's fair and \$1,500 per month for the various events and Downtown happenings.

Working with Mr. Lee has given us the opportunity to promote our fair to television stations that we were unable to reach in the past. Matt's knowledge and experience will benefit, not only the 2018 fair, but all special events for years to come.

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 authorization for the Mayor and city clerk to sign and return original contract to the Special Event Coordinator.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

WSAF Expense Account – 285-225-925-730-860 \$3,500
DDA Expense Accounts and Various City Expense Accounts throughout the year

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS

2018 Drumbeaters Contracts

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 9th 2018

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 for \$3,500 between the City of Wyandotte and Matt Lee/Drumbeaters for marketing of the 2017 Wyandotte Street Art Fair and \$1,500 per month for the various events and Downtown happenings.

WSAF Expense Account – 285-225-925-730-860 \$3,500
DDA Expense Accounts and Various City Expense Accounts throughout the year

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Drumbeaters Financial Agreement



Starting date We will begin work March 1st 2018 on behalf of The City of Wyandotte's 2018 Street Art Fair.

Project fee The project fee is \$3500 for approximately 30 hours of public relations counsel. The project fee covers the following services: general public relations strategy development and preparation; client contact and meetings; media relations and placement; editing of news releases; and general public relations counseling. While we will devise a public relations and communications strategy, we cannot guarantee media placements or any other tangible results. Please refer to addendum A. We will provide you with activity/work reports so you can track the results. We will bill you one-half of the project fee at the beginning of the engagement, which will be the starting date. Half of the agreed amount will be paid at the signing of this contract with the remaining fee paid at the conclusion of the project.

Modification of agreement This document is intended to be a full and complete agreement between us. This agreement may be modified only in writing signed by both parties. We are pleased to have the opportunity to work with you. If this proposal agrees with your expectations, please acknowledge this agreement by signing and returning the enclosed duplicate agreement.

Accepted for the City of Wyandotte

Name & signature of client _____ Date _____

Accepted for Drumbeaters

Matt Lee for Drumbeaters

Date

3.15.18

3-29-18

Drumbeaters Financial Agreement



Starting date We will begin work April 10th 2018 on behalf of The City of Wyandotte and the Downtown Development Authority

Project fee The project fee is \$1500 per month for approximately 20 hours of public relations counsel. The project fee covers the following services: general public relations strategy development and preparation; client contact and meetings; media relations and placement; editing of news releases; and general public relations counseling. While we will devise a public relations and communications strategy, we cannot guarantee media placements or any other tangible results. Please refer to addendum A. We will provide you with activity/work reports so you can track the results. We will bill you one-half of the project fee at the beginning of the engagement, which will be the starting date. Half of the agreed amount will be paid at the signing of this contract with the remaining fee paid at the conclusion of the project.

Months to be agreed upon by the City of Wyandotte's Special Events Coordinator in writing before confirming participation. Once it is confirmed, payment will then be processed.

This agreement may be terminated at any time by either party by providing the other party with ten (10) days written notice. Any funds owing at the time of termination will be paid.

Modification of agreement This document is intended to be a full and complete agreement between us. This agreement may be modified only in writing signed by both parties. We are pleased to have the opportunity to work with you. If this proposal agrees with your expectations, please acknowledge this agreement by signing and returning the enclosed duplicate agreement.

Accepted for the City of Wyandotte/Downtown Development Authority

Name & signature of client _____ Date _____

Accepted for Drumbeaters

Matt Lee for Drumbeaters _____ Date _____

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator to approve the contract for \$3,500 between the City of Wyandotte and Matt Lee/Drumbeaters for marketing of the 2018 Wyandotte Street Art Fair to be paid from WSAF Expense Account, #285-225-925-730-860.

BE IT FURTHER RESOLVED that Council also concurs with the recommendation of the Special Event Coordinator to approve the contract for \$1,500 per month between the City of Wyandotte and Matt Lee/Drumbeaters for marketing of various 2018 events and Downtown happenings to be paid from various DDA and City Expense Accounts throughout the year.

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

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9, 2018

AGENDA ITEM # 11

ITEM: Reappointment – Department of Legal Affairs

PRESENTER: Mayor Joseph R. Peterson



INDIVIDUALS IN ATTENDANCE: n/a

BACKGROUND: Pursuant to Chapter VII, Subdivision 82, Section 7 of the City Charter, the department of legal affairs shall be in charge of the city attorney who shall be a member of the bar of the State of Michigan and an elector of the city. The city attorney shall be appointed for a term of two (2) years.

Look Makowski and Look, P.C. has submitted a proposal with an annual salary of \$80,000.

STRATEGIC PLAN/GOALS: To comply with and enforce all the requirements of our laws and regulations

ACTION REQUESTED: Adopt a resolution to reappoint Look, Makowski and Look PC as the City of Wyandotte's Department of Legal Affairs. Term effective April 16, 2018 to April 19, 2020.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: \$80,000 annually for two years.
Account 101-200-825-330.

IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Letter from William Look.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 9, 2018

RESOLUTION by Councilperson _____

RESOLVED by the City Council hereby re-appoints the firm of Look Makowski and Look, P.C. as the Department of Legal Affairs for the City of Wyandotte for a two-year term effective April 16, 2018 to April 19, 2020 with a salary of \$80,000 per year.

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 | _____ |

William R. Look
PROFESSIONAL CORPORATION
ATTORNEY AND COUNSELOR AT LAW
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192
(734) 285-6500
FAX (734) 285-4160

WILLIAM R. LOOK

RICHARD W. LOOK
(1912 – 1993)

March 23, 2018

To: Honorable Joseph R. Peterson
From: Department of Legal Affairs
Re: *Reappointment as City Attorney*

Dear Mayor Peterson:

I am submitting the following concerning our office representing the City of Wyandotte. The purpose of this letter is to let you know that our firm would like to continue in this capacity. I have 40 years of personal Municipal Law experience concerning the City of Wyandotte and an additional 20 years as the Township Attorney for Grosse Ile. During that time, I have spent most of my career handling Municipal issues. During each calendar year, I review updates on Municipal Law and issues. As a matter of course, I pass along changes in the law and other Municipal issues that come across my desk to the various Department Heads that are affected by those changes. It is our firm's belief that regardless of the number of years of experience as Municipal attorneys, the law is ever changing and it is necessary to keep up to date on those changes.

We have established a very good working relationship with the Department Heads and their staff and we respond in a timely manner to their requests and needs. Included among our services to the City are the following:

1. Attendance at City Council meetings.
2. Research legal issues upon request and submit written opinions.
3. Attendance at Retirement Commission meetings.
4. Review pending litigation for which the City has insurance coverage and discuss issues with attorneys handling those cases on behalf of the City of Wyandotte.
5. Provide letter to auditors for city and municipal service.
6. We review all contracts signed by the City of Wyandotte, including the Department of Municipal Service.
7. Handling of real estate transactions involving the City of Wyandotte;
8. Preparation of Ordinances for the City of Wyandotte.

Page 2

March 23, 2018

Re: ***Reappointment as City Attorney***

9. Assist, upon request, in negotiations for matters such as the contracts with developers.
10. Review policies adopted by the Wyandotte Police Department.
11. Advise Boards such as Downtown Development or Brownfield.
12. Commence lawsuits in collecting delinquent accounts and assist the Treasurer's office in enforcing delinquent tax collections.
13. Attendance at Board of Review sessions in December, February and July.
14. I also attend meetings of the legal subcommittee concerning the downriver sewage treatment plant on a monthly/quarterly basis. This past year this was much more involved because of the ongoing negotiations with Wayne County to allow the 13 cities to acquire the sewage treatment plant.

I recognized that acting as the City Attorney is a public service which I take very seriously. I am a lifelong resident of the City of Wyandotte and our firm likes to give back to the community as well. It is our belief that our firm, during these years as City Attorney has cooperated fully with the City of Wyandotte in keeping the City's legal fees down for the City by working under a Retainer Agreement and in an amount which is very favorable when compared to what other communities are spending on legal costs. We would request a yearly salary of \$80,000.00. This is a slight increase which would assist in cover the increased cost of my overhead.

If you have any questions, with regards to this communication, please feel free to give me a call and I would be happy to sit down and discuss this with you at your convenience.

Very truly yours,

Department of Legal Affairs

**WILLIAM R. LOOK,
Professional Corporation**



William R. Look

WRL:bt

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council hereby re-appoints the firm of Look Makowski and Look, P.C. as the Department of Legal Affairs for the City of Wyandotte for a two-year term effective April 16, 2018 to April 19, 2020 with a salary of \$80,000 per year.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

AN ORDINANCE ENTITLED

**AN ORDINANCE SETTING THE SALARY FOR THE
DEPARTMENT OF LEGAL AFFAIRS**

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Salary for Department of Legal Affairs

The salary for the law firm of William R. Look, P.C. as the Department of Legal Affairs for the City of Wyandotte shall be at a yearly salary of Eighty Thousand and 00/100 (\$80,000.00) Dollars to cover the period from April 16, 2018 to April 15, 2020. In addition, the law firm shall be reimbursed for miscellaneous costs and expenses incurred when acting as legal counsel for the City of Wyandotte.

Section 2. Severability.

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 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, 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 _____, 2018.

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 Monday, the ____ day of _____, 2018.

Dated _____, 2018

JOSEPH R. PETERSON, Mayor

LAWRENCE S. STEC, City Clerk

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that the first reading of Ordinance Amendment #1462 regarding setting the salary for the Department of Legal Affairs will be held at the April 9, 2018 meeting of the 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 9, 2018

AGENDA ITEM # 13

ITEM: Office of Assessing 2018 Poverty Tax Relief Guidelines

PRESENTER: Theodore Galeski, Elected Assessor



INDIVIDUALS IN ATTENDANCE: Board Members: Todd Browning, Theodore Galeski
William Look, Lawrence Stec

BACKGROUND: The 2018 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: Approved the 2018 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 2018.

COMMISSION RECOMMENDATION:

Members Browning, Look, and Stec recommend use of Federal Poverty Guidelines per State Tax Commission Bulletin 6 of 2017 as attached in the Guidelines and Application.

Member Galeski recommendations is to modify the income level for the City of Wyandotte 2018 Poverty Guidelines.

Size of Family Unit Poverty Guidelines

1 - \$20,000

2 - \$24,370

3 - \$28,740

4 - \$33,110

5 - \$37,480

6 - \$41,850

7 - \$46,220

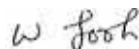
8 - \$50,590

For each additional person \$4,370

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION:



MAYOR'S RECOMMENDATION:

A handwritten signature in dark ink, appearing to be 'J. P. ...', is written over the 'MAYOR'S RECOMMENDATION:' text.

LIST OF ATTACHMENTS: Signature of Board of Review members, 2018 Guidelines for Poverty Relief and 2018 Poverty Tax Relief Application.

**CITY OF WYANDOTTE
RESOLUTION FOR POVERTY EXEMPTION**

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 **2018** 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.

2018 Federal Poverty Guidelines Used in the Determination of Poverty Exemptions

| Size of Family Unit | 2018 Poverty Guidelines |
|----------------------------|-------------------------|
| 1 | \$ 12,060 |
| 2 | \$ 16,240 |
| 3 | \$ 20,420 |
| 4 | \$ 24,600 |
| 5 | \$ 28,780 |
| 6 | \$ 32,960 |
| 7 | \$ 37,140 |
| 8 | \$ 41,320 |
| For each additional person | \$ 4,180 |
| | |

The City of Wyandotte Poverty Exemption Guidelines and Application will be updated annually with the current year Poverty Income Guidelines as established by the United States Department of Health and Human Services without further resolutions. If alternative guidelines are adopted by this governing body a new resolution will be required.

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 _____

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

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



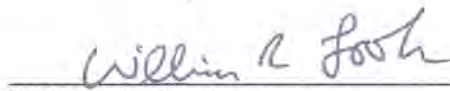
MAYOR
Joseph R. Peterson

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

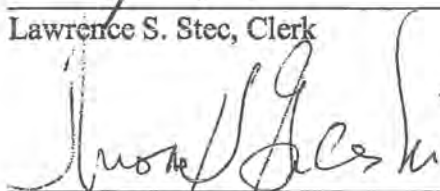
March 16, 2018

We the undersigned set forth and acknowledge the attached 2018 Poverty Guidelines for the City of Wyandotte Board of Review.



Todd M. Browning, Treasurer

William R. Look, Attorney

Lawrence S. Stec, Clerk

Theodore H. Galeski, Assessor

City of Wyandotte 2018 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 **2018** 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 2018

** Per Michigan State Tax Commission Bulletin number 24 of 2017,
"Changes for 2018," November 28, 2017*

| <u>Number in Family</u> | <u>Income</u> | - |
|------------------------------------|----------------------|----------|
| 1 member | \$ 12,060 | |
| 2 members | \$ 16,240 | |
| 3 members | \$ 20,420 | |
| 4 members | \$ 24,600 | |
| 5 members | \$ 28,780 | |
| 6 members | \$ 32,960 | |
| 7 members | \$ 37,140 | |
| 8 members | \$ 41,320 | |
| For each additional person | \$ 4,180 | |

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

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

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

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) \$0
\$0

Maximum Refund
(subtract 1,200 or actual amount of refund)

(b) \$0

Total Tax Obligation (add line a & b)

(c) \$0

Taxable Value

(d) \$0

Millage rate

0

Tax Bill (taxable value x millage rate)

(e) \$0.00

Tax obligation (line c)

(f) \$0

Excess tax obligation based on income
(subtract line f from line e)

(g) \$0

Taxable value adjustment
(line g divided by millage rate)

(h) \$0

Property Taxable Value
(line d - line h)

\$0

For Board of Review Use Only - Do Not Write Below This Line

____ Appeal Granted

Original Taxable Value: \$0

____ Qualified based on Guidelines

Revised Taxable Value: \$0

____ 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

DATE: April 9, 2018

RESOLUTION by Councilperson _____

CITY OF WYANDOTTE RESOLUTION FOR POVERTY EXEMPTION

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 **2018** 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.

2018 Federal Poverty Guidelines Used in the Determination of Poverty Exemptions

| Size of Family Unit | 2018 Poverty Guidelines |
|----------------------------|-------------------------|
| 1 | \$ 12,060 |
| 2 | \$ 16,240 |
| 3 | \$ 20,420 |
| 4 | \$ 24,600 |
| 5 | \$ 28,780 |
| 6 | \$ 32,960 |
| 7 | \$ 37,140 |
| 8 | \$ 41,320 |
| For each additional person | \$ 4,180 |
| | |

The City of Wyandotte Poverty Exemption Guidelines and Application will be updated annually with the current year Poverty Income Guidelines as established by the United States Department of Health and Human Services without further resolutions. If alternative guidelines are adopted by this governing body a new resolution will be required.

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

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9, 2018

AGENDA ITEM # 14

ITEM: Hiring – Engineering and Building Department – Civil Engineer II

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: With the retirement of Greg Meyring, the Engineering and Building Department has an opening for a Civil Engineer II. Based on a review of the City's current resources, organizational structure, and staffing expectations, the filling of this position appears necessary to provide effective services to the citizens of the City of Wyandotte.

This opening was posted and Joseph Jenkins possesses the qualifications and is recommended for hire.

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

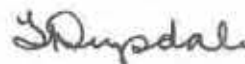
ACTION REQUESTED: Recommend approval of the hiring of Mr. Jenkins

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Various payroll accounts.

IMPLEMENTATION PLAN: The City's Administrative Office will coordinate the hiring.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Application for Employment; Resume; Job Description; Employment Offer

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Engineer regarding the hiring of a Civil Engineer III for the Engineering and Building Department; AND

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Joseph Jenkins as a Civil Engineer II for the Engineering and Building Department.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz



City of Wyandotte, Michigan 48192

APPLICATION FOR EMPLOYMENT

(Please Print Clearly)

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

EMPLOYMENT DESIRED

Position applied for Civil Engineer II

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

Other position you would consider _____

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

Date you can start Anytime Wage expected \$ Greater than 60,000

PERSONAL INFORMATION

Name Jenkins Joseph Robert
Last First Middle

Address Clinton wp MI 48071
Street City State Zip

Phone Number _____ Email _____

Other last names used while working, if any _____

Are you a U.S. Citizen? ☒ Yes ☐ No

If no, specify type of entry document and work authorization _____

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

If yes, please give specifics _____

Are there any felony charges pending against you? _____

If yes, please give specifics _____

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

Dates of duty: From _____/_____/_____ To _____/_____/_____ Type of Discharge _____
Month Date Year Month Date Year

Do you have a reliable means of transportation to enable you to get to work in a timely manner? ☒ Yes ☐ No

If you are applying for a position requiring the use of an automobile or other motor vehicle, do you have a driver's license and a motor vehicle available for your use? ☒ Yes ☐ No

Are you licensed to drive a motor vehicle other than an automobile? ☐ Yes ☒ No

If yes, what type of license do you hold? _____

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

Have any of your relatives ever been, or currently are, employed by the City of Wyandotte (including elected officials)?

☐ Yes ☒ No If yes, indicate names and dates: _____

Are you a smoker? ☐ Yes ☒ No If yes, will you abide by the City's smoking policy? ☐ Yes ☐ No

Have you used, possessed or sold any illegal drugs in the past five years? ☐ Yes ☒ No

If yes, state which drugs and explain if you used, possessed or sold them

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

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name Krista Borthwick Phone Number (_____

Address _____ Clinton Twp MI 48071
Street City State Zip

PERSONAL REFERENCES

(Not former employers or relatives)

| Name and Occupation | Address | Phone Number |
|--|---------|--------------|
| Eric Kronner - Recruiter | | |
| Nathan Gilbert - Human Resources | | |
| Jeff Geraldts - Regional Manager (Parts) | | |

EDUCATION

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

Concrete Level 1, CPR, Confined Space,

| | Name of School | City/State | Degree | Major |
|-------------|------------------------|--------------|---------------------|-------------------|
| High School | Shrine Catholic | Royal Oak MI | Diploma | |
| College | Wayne State University | Detroit MI | Bachelor of Science | Civil Engineering |
| Other | | | | |

EMPLOYMENT HISTORY

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

Company Name FTC&H Employed from 5/11/15 to Present

Address 46600 Romeo Plank Macomb MI 48044
Street City State Zip

Type of Business Engineering Firm Name of Supervisor Bryan Turczynski

Phone Number 248-324-2124 Starting Salary 21.75/hr Final Salary _____

Position Construction Engineer Reason for leaving This opportunity

Duties Performed Submittal and shop drawing reviews, contract modifications, inspection and final quantity agreements.

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

Company Name City of Warren Employed from 6/2014 to 5/2017

Address 1 City Square Warren MI 48093
Street City State Zip

Type of Business Municipality Name of Supervisor Keith Williams

Phone Number 586-574-4615 Starting Salary 12\$/hr Final Salary 15\$/hr

Position Information Systems Assistant Reason for leaving College Graduation and Career

Duties Performed Installed software on computers, troubleshooted problems, assembled/mounted equipment. Built a database for all city vehicles, parts and preventative maintenance.

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

If yes, please explain _____

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

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

APPLICANTS FOR UNION POSITIONS

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

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT

Dated: 3/14/18 Signature: _____

APPLICANTS FOR NON-UNION POSITIONS

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

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT

Dated: 3/14/18 Signature: _____

Joseph Jenkins E.I.T.

Education

B.S. Civil Engineering from Wayne State University
December 18, 2017

Work Experience

6/2014 to 5/2017 City of Warren, MI Warren, MI

Information Systems Assistant

- Install Hardware for City Departments
- Move and Set up work stations for other employees
- Basic IT Knowledge

5/2015 to Present Fishbeck, Thompson, Carr and Huber Grand Rapids, MI

Construction Engineer

- Provided inspection for MDOT and Local Agency Projects
 - 2015 I-69 Reconstruction
 - 2016 Plaza Bridges over I-696
 - 2016 Main Street Resurfacing Downtown Royal Oak
 - 2017 M-59 Reconstruction
 - 2017 Pebble Creek Scour Countermeasures under I-696
- Assisted in submittal reviews.
- Worked with contractor on final quantity agreements.

Professional Certifications

- MCA and ACI Concrete Level I
- Confined Space Trained
- HMA Local Agency Sampling

Strong Leadership Experience

- Boy Scouts of America - Eagle Scout Leadership Service Project
- Area 2 (State of Michigan) Venturing Vice President for 2013-14 and President for 2014-15
- Wayne State University - Alternative Spring Break Coordinator 2017
 - Organized and executed mission trip for 60 college students in Detroit.

Special Skills/ Talents

- Public speaking and visual presentations.
- Strong group leader.
- Work well in groups.
- Teaching, tutoring and helping others better understand concepts and direction.

Other Interests/Activities

Camping, Fishing, Beekeeping, and Baseball/ Softball

References will be available upon request.

Thank you for your time and consideration.

CIVIL ENGINEER II

General Statement of Duties: Performs difficult and advanced civil engineering work as a project leader in the field and in the office; does related work as required.

Distinguishing Features of the Class: This work involves the application of professional engineering knowledge and skills to the design and construction of public works projects. Duties include the direction and coordination of the activities of a group of subordinate professional, technical and clerical assistants. Work is performed under general direction and is reviewed upon completion for conformance with departmental rules and regulations. Assignments are usually broad in scope with opportunity for the use of independent professional judgment. Supervision is exercised over the work of Civil Engineers I and Engineering Assistants.

Examples of Work: (Illustrative Only)

- Conducts preliminary studies and prepares designs for all public work facilities such as street paving projects, storm and sanitary sewer projects, and related projects;
- Develops specifications, estimates and standards;
- Supervise and perform responsible field engineering and surveying work including the layout and setting grades for street paving, resurfacing, sewer construction, water mains, sidewalk construction, recreation facilities and other construction projects.
- Supervise field survey party in establishing bench marks, property lines and other measurements.
- Provides supervision and inspection over contractors on public works construction projects.
- Consults with private builders, subdivision developers and other engineers regarding street and drainage plans and development;
- Advises and answers technical questions;
- Reviews all new subdivision residential and commercial development plans and private building permits against City's codes and ordinances and certifies compliance;
- Commercial & residential demolitions following the applicable OSHA, EPA and MIOSHA regulations as they relate to hazardous materials and demolition procedures.
- Management of Community Development Block Grant (CDBG) program utilizing funds received from US Department of Housing and Urban Development (HUD).
- Development, implementation and enforcement of Stormwater Management Program (SWMP) as regulated by the Municipal Storm Sewer Systems (MS4)
- Implementation of Stormwater Asset Management and Wastewater (SAW) program.
- Prepares special and periodic reports.
- Building inspection and plan review in accordance with Michigan residential and building codes.

Required Knowledge, Skills and Abilities: Good knowledge of the principles and practices of civil engineering as applied to the development and construction of public works projects; ability to plan, lay out and direct the work of subordinates; ability to plan projects and prepare related designs, estimates and specifications; ability to perform difficult engineering computations and to make comprehensive recommendations for the solution of engineering problems; familiarity with solid waste management in accordance with Act 451, part 115; ability to maintain effective working relationships with others; skill in the use of civil engineering instruments and equipment; grant writing skills; good professional engineering judgment; good physical condition.

Requirements: Bachelors Degree in Civil Engineering or related field and a minimum of one (1) year of experience. Registered Building Inspector/Plan Reviewer with the State of Michigan or ability to become registered. Engineer in Training (EIT) via the National Council of Examiners for Engineering and Surveying (NCEES) for the State of Michigan or certification within one (1) year. ACI concrete certification Level I or certification within one (1) year. Proficient in CAD version 2018, Microsoft Office (Word and Excel)

Recommended:

Licensed as a Professional Engineer (PE) in the State of Michigan; Pipeline Assessment Certification for pipelines, manholes, and laterals with NASSCO. Soil Erosion and Sedimentation Control (SESC) certified with the DEQ; Illicit Discharge Elimination Training; Department of Homeland Security Unified Incident Command Training.

02/14/2018

Joseph Jenkins
Employment Offer *

| | |
|---|---|
| <u>Status:</u> | Hired as a permanent, full-time, at-will employee of the City of Wyandotte |
| <u>Salary Classification:</u> | Class Code 39B of the City of Wyandotte Non-Union Classification System Salary Range: \$52,291.20 – \$63,585.60 Starting Salary: \$54,995.20 <i>Employee will be eligible for any general increases granted to non-union administrative employees.</i> |
| <u>Retirement Benefits:</u> | Defined Contribution Plan (401A) through ICMA Retirement Corporation - Employer contribution – 10% - Employee contribution – 5% |
| <u>Health Insurance:</u> | Two Options (Includes Dental & Vision Coverage) 1. BC/BS Community Blue PPO Plan III (\$15/\$30 drug rider) 2. Blue Care Network HMO (\$15/\$30 drug rider) <i>Employee 20% co-payment of premiums required. Payment-in-lieu of health insurance coverage of \$400/month (reduced by actual cost of dental/vision if selected).</i> |
| <u>Retiree Health Insurance:</u> | Health Savings Plan - Employer contribution - \$50/per pay period - Employee contribution - \$50/per pay period |
| <u>Long-Term Disability Insurance:</u> | Benefit level of 50% of salary covered by the City |
| <u>Life Insurance:</u> | \$40,000 coverage (premiums paid by City) |
| <u>Sick Time Earned:</u> | One (1) sick day per month worked |
| <u>Vacation Time Earned:</u> | 0 through 5 years of service - 12 days 6 through 10 years of service - 15 days 11 through 15 years of service - 18 days 16 through 20 years of service - 21 days 21 through 25 years of service - 24 days 26 years + years of service - 24 days plus an additional 1/2 day per year for each year of continuous service over 25 years. |
| <u>Personal Leave Days:</u> | Three (3) days per year |
| <u>Eligible immediately for:</u> | Section 457 deferred compensation program Section 125 Cafeteria Plan |

* Contingent upon the approval of the Mayor and City Council and successful background check and physical and drug screen examinations

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council acknowledges receipt of the communication from the City Engineer regarding the hiring of a Civil Engineer III for the Engineering and Building Department; AND

BE IT FURTHER RESOLVED that the Council approves the hiring of Joseph Jenkins as a Civil Engineer II for the Engineering and Building Department.

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 9, 2018

AGENDA ITEM # 15

ITEM: Hiring – Engineering and Building Department – Clerk Typist I

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: With the retirement of Sheila Johnson, the Engineering and Building Department has an opening for a Clerk Typist I. Based on a review of the City's current resources, organizational structure, and staffing expectations, the filling of this position appears necessary to provide effective services to the citizens of the City of Wyandotte.

This opening was posted and Danielle Eichler possesses the qualifications and is recommended for hire.

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

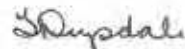
ACTION REQUESTED: Recommend approval of the hiring of Ms. Eichler

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Various payroll accounts.

IMPLEMENTATION PLAN: The City's Administrative Office will coordinate the hiring.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Application for Employment; Resume; Job Description; Employment Offer

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Engineer regarding the hiring of a Clerk Typist I for the Engineering and Building Department; AND

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Danielle Eichler as a Clerk Typist I at the Engineering and Building Department.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz



City of Wyandotte, Michigan 48192

APPLICATION FOR EMPLOYMENT

(Please Print Clearly)

Received
3.5.18 (g)

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

EMPLOYMENT DESIRED

Position applied for

Clerk Typist 1 (Engineering)

Have you read the description of this job?

☒ Yes ☐ No

Are you qualified to perform these duties?

☒ Yes ☐ No

Other position you would consider

Type of employment desired:

☒ Full-Time

☐ Part-Time

☐ Temporary

Date you can start

Wage expected \$

PERSONAL INFORMATION

Name

Eichler

Danielle

M

Last

First

Middle

Address

Riverview

MI

48193

Street

City

State

Zip

Phone Number

Email

Other last names used while working, if any

Are you a U.S. Citizen?

☒ Yes

☐ No

If no, specify type of entry document and work authorization

Have you even been convicted of a crime?

☐ Yes

☒ No

If yes, please give specifics

Are there any felony charges pending against you?

If yes, please give specifics



Equal Housing Opportunity/Equal Opportunity Employer



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

Dates of duty: From _____ / _____ / _____ To _____ / _____ / _____ Type of Discharge _____
Month Date Year Month Date Year

Do you have a reliable means of transportation to enable you to get to work in a timely manner? ☒ Yes ☐ No

If you are applying for a position requiring the use of an automobile or other motor vehicle, do you have a driver's license and a motor vehicle available for your use? ☒ Yes ☐ No

Are you licensed to drive a motor vehicle other than an automobile? ☐ Yes ☒ No

If yes, what type of license do you hold? _____

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

Have any of your relatives ever been, or currently are, employed by the City of Wyandotte (including elected officials)?

☒ Yes ☐ No If yes, indicate names and dates: Luan Nunnally

Are you a smoker? ☒ Yes ☐ No If yes, will you abide by the City's smoking policy? ☒ Yes ☐ No

Have you used, possessed or sold any illegal drugs in the past five years? ☐ Yes ☒ No

If yes, state which drugs and explain if you used, possessed or sold them

Have you ever been bonded on a job? ☐ Yes ☐ No If yes, when? _____

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name Jennifer Eichler Phone Number (_____) _____

Address _____
Street City State Zip
Riverview Mo 618193

PERSONAL REFERENCES

(Not former employers or relatives)

| Name and Occupation | Address | Phone Number |
|-------------------------|------------------|--------------|
| <u>Suzanne Schafran</u> | <u>Wyandotte</u> | |
| <u>Tom Chinchak</u> | | |
| | | |

EDUCATION

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

Post A, GDS, Customer Service experience, Current employee

| | Name of School | City/State | Degree | Major |
|-------------|---------------------|--------------|---------|-------|
| High School | Southgate Community | Southgate MI | Diploma | |
| College | | | | |
| Other | | | | |

EMPLOYMENT HISTORY

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

Company Name "Resume" Employed from _____ to _____

Address _____
 Street City State Zip

Type of Business _____ Name of Supervisor _____

Phone Number _____ Starting Salary _____ Final Salary _____

Position _____ Reason for leaving _____

Duties Performed _____

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

Company Name _____ Employed from _____ to _____

Address _____
 Street City State Zip

Type of Business _____ Name of Supervisor _____

Phone Number _____ Starting Salary _____ Final Salary _____

Position _____ Reason for leaving _____

Duties Performed _____

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

If yes, please explain _____

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

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

APPLICANTS FOR UNION POSITIONS

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

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT

Dated: _____ Signature: _____

APPLICANTS FOR NON-UNION POSITIONS

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

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT

Dated: 3-1-18 Signature: Danielle Eichner



Equal Housing Opportunity/Equal Opportunity Employer &

DANIELLE M. EICHLER

OBJECTIVE

Currently a high-achieving customer assistance clerk offering an extensive background in customer service, sales, client relations, and merchandising. I am looking for a challenging position where I can continue to expand and maximize the knowledge I have obtained.

QUALIFICATIONS SUMMARY

10+ years' experience with employee scheduling, cash handling, and inventory control procedures. I am very detail-oriented, and an excellent multi-tasker with strong communication skills. 6 years of Supervisor experience.

TECHNICAL SKILLS

First Aid/CPR Certified

Operating Systems: MS Windows ME, 2000, XP, VISTA, 7, 8, and 10

Applications: MS Office Pro, Outlook, Fidelity phone system, Great Lakes data system, TWACS, BSA

PROFESSIONAL EXPERIENCE

Wyandotte Municipal Services

Customer Assistance Clerk

October 2016 – Present

- Customer service, receiving payments for utilities, city taxes, clerk's office
- Schedule and set-up all new utility and cable services accounts
- Issue city permits
- Troubleshoot cable, internet, and phone problems
- Make collection calls
- Report cable, internet, phone, electrical and water outages
- Issue birth & death certificates, Animal Licenses, Rental registration forms
- Assist both the City Clerk's and Building and Engineering offices

Zeal Credit Union, Allen Park, MI

July 2016 – October 2016

Financial Service Associate

- Built long lasting-relationships using exceptional customer service
- Cross-sell banking services and products to members.
- Opened and closed member accounts
- Input loan applications, processed and close loans
- Sold CL/CD and GAP insurance
- Assisted members with problems or concerns regarding their accounts

Brinks Inc, Detroit, MI

April 2016 – June 2016

Cash Logistics Processor

- Processed, verified, reconciled, and balanced inbound and outbound currency transactions
- Completed data entry for all currency transactions
- Prepared outbound currency orders and replenishments
- Counted, verified, and reported currency inventory daily
- Imaged incoming checks for each business and bank

Levy Restaurants, Detroit, MI

July 2015- September 2015

Teller

- Prepared, processed, and verified currency from concession stands
- During events, picked up currency and delivered change to vendors

DaVita Dialysis; Romulus, MI

December 2013 – March 2014

Dialysis Technician

- Start up, and terminate patient's dialysis treatments
- Vital signs, and patient monitoring
- Infection control and dialysis equipment sterilization

PNC Bank Brownstown MI

Oct. 2005 – June 2013

Teller Supervisor

- Adhered to and enforced all regulatory compliance training to ensure colleagues are aware of updates and followed all changes
- Developed tactics to increase teller referrals deepening customer relationships
- Devised and implemented innovative marketing principles and promotional sales events for consumer products to help with growth
- Counseled team to build-long lasting relationships with exceptional customer service
- Cross-sell banking services and products to clientele.
- Participated in community events to position the bank as a leader within the territory.

EDUCATION

Dorsey Business School
Dialysis Patient Care Technician
2014 – GPA 4.0
Riverview Community High School

Wayne, Michigan
Graduated September
Diploma

CERTIFICATES

Certified Patient Care Technician/Assistant
National Healthcareer Association

Certification # M3D9X8A8
First Aid/CPR/AED Certified

CLERK TYPIST I

General Statement of Duties: Performs minor administrative and secretarial tasks; does related work as required.

Distinguishing Features of the Class: This is important secretarial and administrative work within the Secretary class. There is some independence in making routine decisions and the requirements of knowledge of the City or a major department's operations, contact with top level officials of the City or other units of government and the handling of a variety of matters with a view toward conserving the time of a superior. Judgment and tact are required in handling the many problems that occur. Improper action could have public relations implications. The work is usually reviewed upon completion, but frequently it is impractical to review the data compiled, letters composed or the records prepared. Immediate supervision may be exercised over one to two subordinate clerks.

Examples of Work: (Illustrative Only)

Takes and transcribes dictation of minutes, letters, memoranda's, articles and addresses matters relating to general City operations or specialized fields of work such as engineering, planning, legal, financial or police;
Prepares replies to correspondence from dictated notes or on own initiative;
Takes applications for and issues permits and licenses;
Maintains simple clerical-accounting records;
Makes routine public and departmental phone contacts necessary to obtain data related to community development projects;
Screens visitors, telephone calls, and personally answers those inquiries which routinely do not require the supervisor's attention;
Searches files for materials to serve as background for reports or permits requested;
Handles routine complaints from citizens;
Knowledge of BS & A System and Microsoft Office.

Required Knowledge, Skills and Abilities:

Good to thorough knowledge of office terminology, procedures, equipment and of business arithmetic and English;
Knowledge of the operations of City government;
Ability to operate personal computer and set up spread sheet programs and possess good knowledge and skills in word processing;
Ability to follow oral and written directions;
Ability to meet officials and others with tact and diplomacy and to maintain effective relations with the public and fellow employees;
Demonstrated ability to maintain clerical records and prepare reports from such records;
Ability to work under pressure and assist with decisions in accordance with laws, ordinances, regulations and established procedures;
Ability to make mathematical computations rapidly and accurately;
Good judgment, tact and courtesy.

Acceptable Experience and Training: Progressively responsible experience in clerical and secretarial work and completion of a standard high school course and preferable business school training with completion of some college work desirable, working knowledge of computers, familiar with BS & A Software and Microsoft Office for Windows, -or any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

Danielle Eichler
Employment Offer *

| | |
|---|---|
| <u>Status:</u> | Hired as a permanent, full-time, at-will employee of the City of Wyandotte |
| <u>Salary Classification:</u> | Class Code 25B of the City of Wyandotte Non-Union Classification System Salary Range: \$27,268.80 – 32,801.60 Starting Salary: \$28,516.80 <i>Employee will be eligible for any general increases granted to non-union administrative employees.</i> |
| <u>Retirement Benefits:</u> | Defined Contribution Plan (401A) through ICMA Retirement Corporation - Employer contribution – 10% - Employee contribution – 5% |
| <u>Health Insurance:</u> | Two Options (Includes Dental & Vision Coverage) 1. BC/BS Community Blue PPO Plan III (\$15/\$30 drug rider) 2. Blue Care Network HMO (\$15/\$30 drug rider) <i>Employee 20% co-payment of premiums required. Payment-in-lieu of health insurance coverage of \$400/month (reduced by actual cost of dental/vision if selected).</i> |
| <u>Retiree Health Insurance:</u> | Health Savings Plan - Employer contribution - \$50/per pay period - Employee contribution - \$50/per pay period |
| <u>Long-Term Disability Insurance:</u> | Benefit level of 50% of salary covered by the City |
| <u>Life Insurance:</u> | \$40,000 coverage (premiums paid by City) |
| <u>Sick Time Earned:</u> | One (1) sick day per month worked |
| <u>Vacation Time Earned:</u> | 0 through 5 years of service - 12 days 6 through 10 years of service - 15 days 11 through 15 years of service - 18 days 16 through 20 years of service - 21 days 21 through 25 years of service - 24 days 26 years + years of service - 24 days plus an additional 1/2 day per year for each year of continuous service over 25 years. |
| <u>Personal Leave Days:</u> | Three (3) days per year |
| <u>Eligible immediately for:</u> | Section 457 deferred compensation program Section 125 Cafeteria Plan |

* Contingent upon the approval of the Mayor and City Council.

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council acknowledges receipt of the communication from the City Engineer regarding the hiring of a Clerk Typist I for the Engineering and Building Department;
AND

BE IT FURTHER RESOLVED that the Council approves the hiring of Danielle Eichler as a Clerk Typist I at the Engineering and Building Department.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

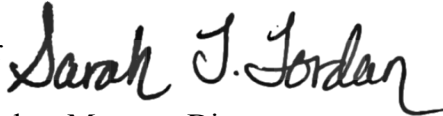
CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9, 2018

AGENDA ITEM # 16

ITEM: Wyandotte Museum: Music at the Museum

PRESENTER: Sarah Jordan, Museum Director



INDIVIDUALS IN ATTENDANCE: Sarah Jordan, Museum Director.

BACKGROUND: The Wyandotte Museum is introducing a new program: Music at the Museum! In an effort to provide additional cultural outlets for our community, staff at the Wyandotte Museum are looking to work with local professional musician and Museum docent, Bruce Sininger, to offer private piano and voice lessons in the Historic Ford-MacNichol Home.

Bruce Sininger studied piano and voice at the famed Eastman School of Music in New York and the Conservatory of Music in Cincinnati. Bruce has established a very successful performing and teaching career: he is a retired Professor of Music from Wayne State University and taught at Defiance College and The Center for Creative Studies Institute of Music. He has performed solo recitals and with symphonies through the United States and has performed with several opera companies. Currently, Bruce is the Music Director at Christ the King Lutheran Church in Grosse Pointe Woods.

Music at the Museum will provide a unique, educational experience for residents of all ages. We thank you for your support of this program and continued support of the Wyandotte Museum and are excited to begin offering this program to our community!

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

ACTION REQUESTED: To endorse the Music at the Museum program; approve and sign the attached agreement with Bruce Sininger; approve the Music at the Museum Student Registration Form.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: All expenses and revenue will come from the Museum Reserve Account – 101.000.257.071

IMPLEMENTATION PLAN: The Mayor and City Clerk will endorse the attached agreement with Bruce Sininger; the resolution and all necessary documents will be forwarded to the Museum Director.

COMMISSION RECOMMENDATION: Concurs

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL’S RECOMMENDATION: Concurs; approval on file.

MAYOR'S RECOMMENDATION: *ASR*

LIST OF ATTACHMENTS: Music at the Museum agreement with Bruce Sininger; Museum at the Museum Student Registration Form

MODEL RESOLUTION:

DATE: April 9, 2018

RESOLUTION by Councilperson _____

EXAMPLE:

RESOLVED to approve the Music at the Museum Program and the attached agreement with Bruce Sininger and student registration form.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

| | | |
|-------|-----------------|-------|
| _____ | Alderman | _____ |
| _____ | Calvin | _____ |
| _____ | DeSana | _____ |
| _____ | Maiani | _____ |
| _____ | Sabuda | _____ |
| _____ | Schultz | _____ |

OFFICIALS

Theodore H. Galeski
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER



MAYOR
Joseph R. Peterson

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

WYANDOTTE MUSEUMS

AGREEMENT – MUSIC AT THE MUSEUM

Name/Organization: Bruce A. Sininger

Address: 1430 Anne Avenue **City:** Lincoln Park **State:** MI **Zip:** 48146

Phone 1: 313.550.4952 **Email:** basininger@comcast.net

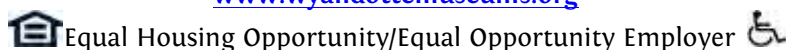
Building in use: Music Room; Ford-MacNichol Home; 2610 Biddle Avenue; Wyandotte, MI 48192

Agreement Information

1. **Event:** Bruce A. Sininger agrees to offer weekly piano and voice lessons in the Music Room of the Ford-MacNichol Home; 2610 Biddle Avenue; Wyandotte, MI 48192. Lessons will be available the following times: Mondays from 9 am to 4 pm; Wednesdays from 9 am to 4 pm and Thursdays from 5 pm to 8 pm through the terms of the agreement. Staff of the Wyandotte Museum will facilitate registrations and scheduling of students via the attached registration form.
2. **Time:** Bruce A. Sininger will work on a weekly basis, as outlined in the schedule on page two (2). Bruce A. Sininger may add or edit lesson times by giving written notice to Museum Staff not less than fourteen (14) days prior to the event. Museum Staff will approve the requests as deemed appropriate.
3. **Cost:** Costs for lessons is as follows: \$20.00 for a thirty (30) minute lesson and \$40.00 for a sixty (60) minute lesson. For each thirty minute lesson, the Museum will pay Bruce Sininger \$15.00. For each sixty minute lesson, the Museum will pay Bruce Sininger \$30.00. Costs are for lessons only, students may be responsible for additional costs to purchase music and/or supplies.
4. **Students:** Students must be at least five (5) years of age for piano lessons and seven (7) years of age for voice lessons. Students under the age of eighteen (18) must be accompanied by a parent or legal guardian at all times. The student (*or their parent or legal guardian*) must complete and sign the attached registration form to participate.
5. **Accessibility:** An accessibility lift can be operated, with prior notification, for those who cannot walk the steps. Please note that the only handicap accessible restroom is located at the Marx Home.
6. **Smoking/Drinking:** No alcohol and/or smoking is permitted anywhere on the Wyandotte Museum Campus, either inside the buildings or on the grounds.

2624 Biddle Avenue • Wyandotte, Michigan 48192 • 734.324.7284 • Fax 734.324.7283 • museum@wyan.org

www.wyandottemuseums.org



7. **Staff:** A Museum representative will be available for the duration lessons to assist as needed.

Lesson Times & Fees

| Date | Total Time | Total Number of Lessons | Total Fee to Museum | Paid | Initials |
|-------------|-------------------|--------------------------------|----------------------------|-------------|-----------------|
| 5/2/2018 | 9 am to 4 pm | | | | |
| 5/3/2018 | 5 pm to 8 pm | | | | |
| 5/7/2018 | 9 am to 4 pm | | | | |
| 5/9/2018 | 9 am to 4 pm | | | | |
| 5/10/2018 | 5 pm to 4 pm | | | | |
| 5/14/2018 | 9 am to 4 pm | | | | |
| 5/16/2018 | 9 am to 4 pm | | | | |
| 5/17/2018 | 5 pm to 8 pm | | | | |
| 5/21/2018 | 9 am to 4 pm | | | | |
| 5/23/2018 | 9 am to 4 pm | | | | |
| 5/24/2018 | 5 pm to 8 pm | | | | |
| 5/28/2018 | 9 am to 4 pm | | | | |
| 5/30/2018 | 9 am to 4 pm | | | | |
| 5/31/2018 | 5 pm to 4 pm | | | | |

**Schedule to continue based on the hours set in item number 1.*

I have read, understand, and agree to abide by the above policies regarding the Wyandotte Museum's Music in the Museum private lesson program.

Signature: _____ Date: _____
Bruce A. Sininger

Signature: _____ Date: _____
Joseph R. Peterson, Mayor

Signature: _____ Date: _____
Lawrence S. Stec, City Clerk

Hold Harmless Agreement

In consideration of the Wyandotte Museum and the City of Wyandotte's Music in the Museum private lesson program, the undersigned hereby assumes all risk and liability to the providing of services by the Wyandotte Museum and the City of Wyandotte and agrees to hold harmless and indemnify the Wyandotte Museum and the City of Wyandotte from all liability or responsibility whatever for injury (*including death*) to persons and for any damage to any Wyandotte Museum and City of Wyandotte property or to the property of others arising out of or resulting from its ceremony. The undersigned agrees to hold the Wyandotte Museum and the City of Wyandotte harmless arising out of or resulting from its ceremony including the use of the premises.

The undersigned further hereby remises, releases, and forever discharges said Wyandotte Museum and City of Wyandotte, its officers, agents, and employees from any and all claims, demands, actions, causes of action, damages, and liabilities or arising out of, either directly or indirectly from this event. The undersigned has full legal authority to sign this agreement on behalf of the above organization and understand the Wyandotte Museum and the City of Wyandotte is relying upon said representation.

Agreed to this _____ day of _____, 20____

Name (*print*) & Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Signature: _____

OFFICIALS

Theodore H. Galeski
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER



MAYOR
Joseph R. Peterson

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

WYANDOTTE MUSEUM

MUSIC AT THE MUSEUM STUDENT REGISTRATION FORM

Student Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone 1: _____ Phone 2: _____

Email: _____

Parent/Legal Guardian Name(s): _____

Contact information (if different from above): _____

General Information

1. Instruction consists of private piano and/or voice lessons in which repertoire, note reading, technique, practice skills, and musical literacy are emphasized.
2. **Time:** Lessons are thirty (30) or sixty (60) minutes in length.
3. **Age:** Piano lessons are available for students age 5 and up. Voice lessons are available for students age 6 and up. Students under the age of 18 must be accompanied by a parent or legal guardian.
4. **Accessibility:** An accessibility lift can be operated, with prior notification, for those who cannot walk the steps. Please note that the only handicap accessible restroom is located at the Marx Home.
5. **Smoking/Drinking:** No alcohol and/or smoking is permitted anywhere on the Wyandotte Museum Campus, either inside the buildings or on the grounds.
6. **Parking:** Parking is available to the rear of the Ford-MacNichol Home and Marx Home. The public parking lot at Superior Boulevard and First Street (*behind Tim Hortons*) can also be used.

2624 Biddle Avenue • Wyandotte, Michigan 48192 • 734.324.7284 • Fax 734.324.7283 • museum@wyandotte.org

www.wyandottemuseums.org • www.wyandotte.net



7. **Recitals:** Performing publicly is a vital element in piano/voice education. Our Year End Recitals provide an excellent opportunity for students to demonstrate the skills learned during the year, as well as gain experience as a performing artist. Information regarding our recital will be distributed at lessons later in the year.
8. **Lesson Fees*:** These fees do not include the costs of music and other materials. Payment is due before your lesson. Payments can be made in cash, check, or money order (*made payable to "The City of Wyandotte"*).
9. **Materials:** Students must have access to a piano or electronic keyboard outside of lessons to practice.

| Time | Fee |
|------------|----------|
| 30 Minutes | \$ 20.00 |
| 60 Minutes | \$ 40.00 |

**Prices are subject to change*

Schedule

I am scheduled for the following days and times:

| Date | Time | Fee | Initial | Paid | Initial |
|------|------|-----|---------|------|---------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

2624 Biddle Avenue • Wyandotte, Michigan 48192 • 734.324.7284 • Fax 734.324.7283 • museum@wyan.org

www.wyandottemuseums.org • www.wyandotte.net

 Equal Housing Opportunity/Equal Opportunity Employer 

Hold Harmless & Media Release

In consideration of the Wyandotte Museum and the City of Wyandotte's Music in the Museum private lesson program, the undersigned hereby assumes all risk and liability to the providing of services by the Wyandotte Museum, the City of Wyandotte, and Bruce A. Sininger and agrees to hold harmless and indemnify the Wyandotte Museum, the City of Wyandotte, and Bruce A. Sininger from all liability or responsibility whatever for injury (*including death*) to persons and for any damage to any Wyandotte Museum and City of Wyandotte property or to the property of others arising out of or resulting from its ceremony. The undersigned agrees to hold the Wyandotte Museum, the City of Wyandotte, and Bruce A. Sininger harmless arising out of or resulting from its ceremony including the use of the premises.

The undersigned further hereby remises, releases, and forever discharges said Wyandotte Museum and the City of Wyandotte, its officers, agents, and employees, and Bruce A. Sininger from any and all claims, demands, actions, causes of action, damages, and liabilities or arising out of, either directly or indirectly from this event. The undersigned has full legal authority to sign this agreement on behalf of the above organization and understand the Wyandotte Museum, the City of Wyandotte, and Bruce A. Sininger is relying upon said representation.

The undersigned agrees to allow the Wyandotte Museum and the City of Wyandotte to take photographs, videos, and/or recordings of self (or child) during lessons, recitals, or other event for archival purposes and for promotional use that may also be displayed.

The undersigned has read, understand, and agrees to abide by the above policies regarding the Music at the Museum Private Lesson Program.

Agreed to this _____ day of _____, 20____

Name (*print*) & Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Signature: _____

2624 Biddle Avenue • Wyandotte, Michigan 48192 • 734.324.7284 • Fax 734.324.7283 • museum@wyan.org

www.wyandottemuseums.org • www.wyandotte.net



Equal Housing Opportunity/Equal Opportunity Employer



RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council has reviewed information and agreements submitted by the Museum director relative to the new Music at the Museum program and approves all documents to be implemented.

BE IT FURTHER RESOLVED the Mayor and City Clerk are directed to execute the agreement with Bruce Sininger.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

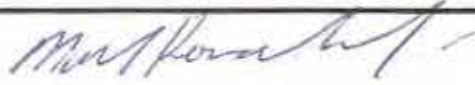
NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9, 2018

AGENDA ITEM # 17a

ITEM: Purchase Agreement to sell City owned property known as former 558 Bondie for construction of a new single family home

PRESENTER: Mark A. Kowalewski, City Engineer 

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

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

The recommendation is to sell said lot for \$10,000 to Rodney Tressler, 14626 Eureka, Southgate, for the construction of a single family home consisting of approximately 1,524 square feet, 3 bedrooms, 2.5 baths, full basement, exterior to be brick and attached garage.

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

ACTION REQUESTED: Adopt a resolution concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Purchase Agreement Approved by Legal.

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: Purchase Agreement; Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date:

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 558 Bondie now known as 560 Bondie is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 558 Bondie to Rodney Tressler in the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser(s), Rodney Tressler does not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for Eight Thousand (\$8,000.00) Dollars. A condition will be placed on the Deed that will include this contingency; AND

BE IT FURTHER RESOLVED that Purchaser(s) agrees to sell the home to an owner occupant for a minimum of five (5) consecutive years from the date of closing. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 558 Bondie, between Rodney Tressler and the City of Wyandotte for \$10,000 as presented to Council.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

City
Township of
Village

Wyandotte, Wayne County, Michigan, described as follows:
Lots 94 and 95 of Abbott & Beymer's Subdivision as recorded in Liber 30, Page 79 of plats, WCR being known as Former
558 Bondie know now as 560 Bondie Street, together with all improvements and appurtenances, including all lighting fixtures,
 shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit
 if any, now on the premises, and to pay therefore the sum of Ten Thousand (\$10,000.00)
 Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY: A

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

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

| | |
|---------------------------------|--|
| Taxes and Prorated Items | <p>7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p> <p>8. It is understood that this offer is irrevocable for 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.</p> |
| Broker's Authorization | <p>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.</p> |

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

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

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

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

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

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

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

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: See Addendum for additional Paragraphs 12 through 19 and Signatures

IN PRESENCE OF:

Purchaser L. S.

Purchaser L. S.

Address
Dated _____ *Phone:* _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

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. This commission will deducted from the amount to the Seller at time of closing.

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

IN PRESENCE OF: _____ L. S.


Seller

L. S.

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

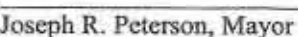
12. The closing for this Agreement is contingent upon the Purchaser(s) obtaining from Seller(s) the required building permit, used by the Engineering and Building Department, within 120 days from the date of Seller's acceptance of this Agreement for the construction of an owner occupied single family home, consisting the following features:
- Approximately 1,524 square feet with 3 bedrooms. And 2.5 baths as indicated on Attachment A.
 - Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2015 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
 - Exterior to be brick.
 - Attached garage. NOTE: Garage cannot extend more than 3 feet in front of the living quarters of the home.
13. This Agreement is further contingent upon the Purchaser undertaking development within 180 days from date of closing and completing construction (which is defined as obtaining a final Certificate of Occupancy for an owner occupied single family home) within 365 days from the date of closing. "Undertaking development" is defined as: the completion of a basement with poured floor and walls and inspection of foundations after backfill by the Engineering and Building Department pursuant to a building permit issued by the Seller(s) for construction of the home with all of the requirements described in Paragraph 12.
- Failure to undertake development and complete construction within 365 days as defined in Paragraph 12 will results in Seller's right to repurchase property including any improvements at the sum of Eight Thousand (\$8,000.00) Dollars (80% of cash payment) herein to be evidence by a recordable document.
14. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
15. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee. These charges will be paid at closing.
16. Dirt shall be removed from the site at the Purchaser's expense.
17. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
18. A condition of this Agreement is that the single family home must be sold by Purchaser(s) as an owner occupied home for a minimum of five (5) years consecutive years from the date of this Agreement and a Deed Restriction enforcing this condition will be placed on the Warranty Deed issued by Seller(s) to Purchaser(s).
19. This Agreement is subject to the approval of the Wyandotte City Council.

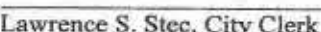
PURCHASER(S):


Rodney Tressler Purchaser
14626 Eureka, Southgate, MI 48195

Dated: 3-20-18

CITY OF WYANDOTTE, Seller


Joseph R. Peterson, Mayor


Lawrence S. Stec, City Clerk
3200 Riddle Avenue

ATTACHMENT A



Plan #321057

Dimensions: 38' W x 39'4" D

Levels: 2

Square Footage: 1,524

Main Level Sq. Ft.: 951

Upper Level Sq. Ft.: 573

Bedrooms: 3

Bathrooms: 2½

Foundation: Basement

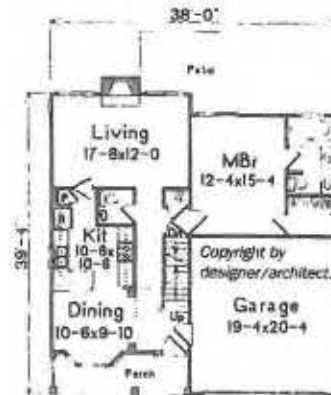
Materials List Available: Yes

Price Category: C

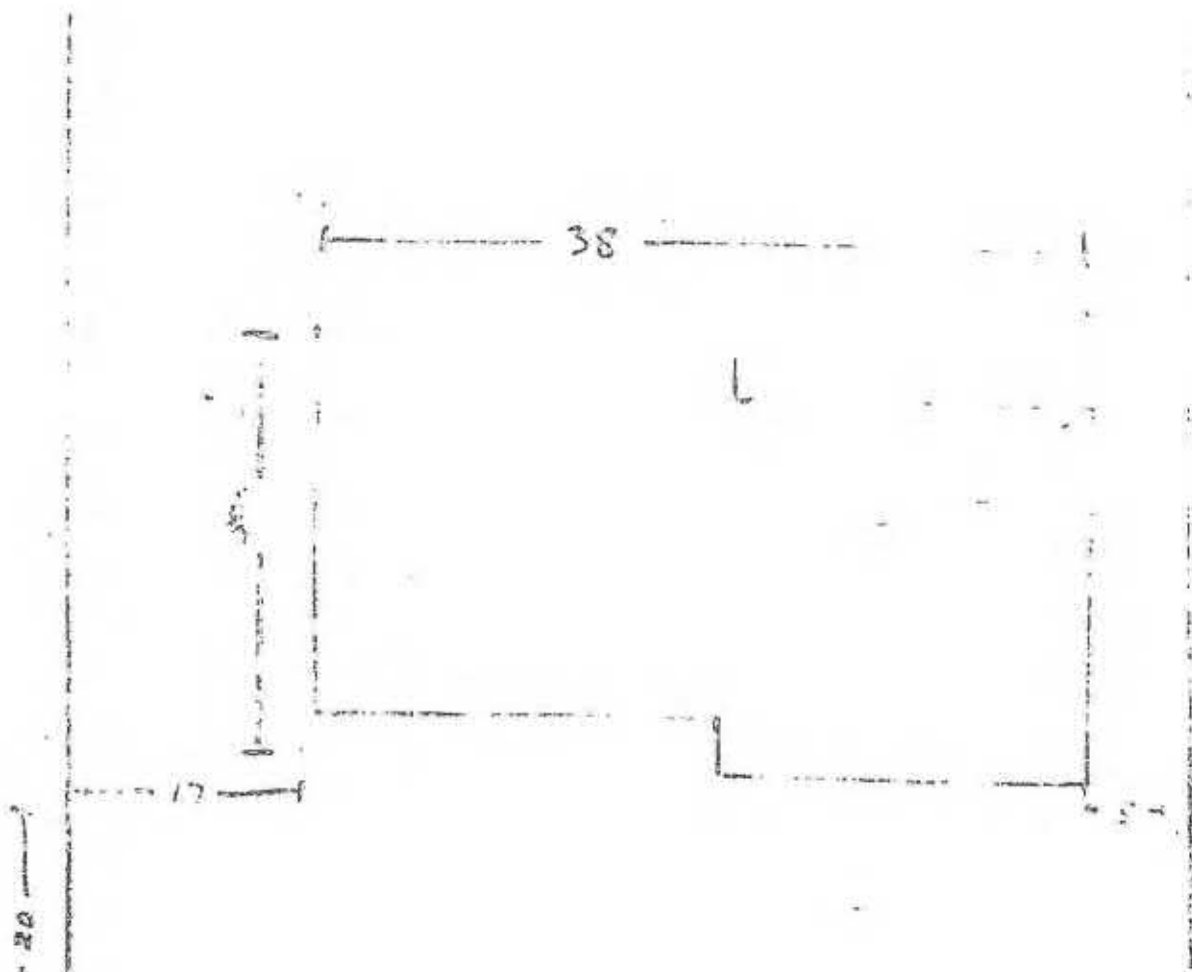
Images provided by
designer/architect.



Upper Level



Main Level



RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 558 Bondie now known as 560 Bondie is hereby received and placed on file;
AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 558 Bondie to Rodney Tressler in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Rodney Tressler does not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for Eight Thousand (\$8,000.00) Dollars. A condition will be placed on the Deed that will include this contingency; AND

BE IT FURTHER RESOLVED that Purchaser(s) agrees to sell the home to an owner occupant for a minimum of five (5) consecutive years from the date of closing. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 558 Bondie, between Rodney Tressler and the City of Wyandotte for \$10,000 as presented to Council.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

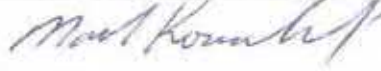
CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9, 2018

AGENDA ITEM # 17b

ITEM: Purchase Agreement to sell City owned property known as former 603 Lincoln for construction of a new single family home

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

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

The recommendation is to sell said lot for \$10,000 to Rodney Tressler, 14626 Eureka, Southgate, for the construction of a single family home consisting of approximately 1,506 square feet, 3 bedrooms, 2 baths, full basement, exterior to be brick, wrap around front porch and attached garage.

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

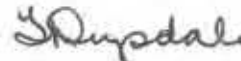
ACTION REQUESTED: Adopt a resolution concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: Purchase Agreement Approved by Legal.

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Purchase Agreement; Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date:

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 603 Lincoln now known as 605 Lincoln is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 603 Lincoln to Rodney Tressler in the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser(s), Rodney Tressler does not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for Eight Thousand (\$8,000.00) Dollars. A condition will be placed on the Deed that will include this contingency; AND

BE IT FURTHER RESOLVED that Purchaser(s) agrees to sell the home to an owner occupant for a minimum of five (5) consecutive years from the date of closing. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 603 Lincoln, between Rodney Tressler and the City of Wyandotte for \$10,000 as presented to Council.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

City
Township of
Village

Wyandotte Wayne County, Michigan, described as follows:
Lots 79, 80 and 81 Ford Manor Subdivision No. 1 as recorded in Liber 38, Page 45 of plats. WCR, being known as Former 603
Lincoln know now as 605 Lincoln Street, together with all improvements and appurtenances, including all lighting fixtures, shades,
Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit
if any, now on the premises, and to pay therefore the sum of Ten Thousand (\$10,000.00)
Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY: A

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

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

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

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

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

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

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

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

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

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

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

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

Additional conditions, if any: See Addendum for additional Paragraphs 12 through 19 and Signatures

IN PRESENCE OF:

L. S.
Purchaser

L. S.
Purchaser

Address: _____
Dated: _____ Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address: _____

Phone: _____ By: _____ Broker

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

IN PRESENCE OF:

L. S.
Seller

L. S.
Seller

Address: _____

Dated: _____ Phone: _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER


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

Dated: _____ L. S.
Purchaser

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

12. The closing for this Agreement is contingent upon the Purchaser(s) obtaining from Seller(s) the required building permit, used by the Engineering and Building Department, within 120 days from the date of Seller's acceptance of this Agreement for the construction of an owner occupied single family home, consisting the following features:
- Approximately 1,506 square feet with 3 bedrooms, 2 baths, wrap around front porch as indicated on Attachment A.
 - Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2015 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
 - Exterior to be brick.
 - Attached garage. NOTE: Garage cannot extend more than 3 feet in front of the living quarters of the home.
13. This Agreement is further contingent upon the Purchaser undertaking development within 180 days from date of closing and completing construction (which is defined as obtaining a final Certificate of Occupancy for an owner occupied single family home) within 365 days from the date of closing. "Undertaking development" is defined as: the completion of a basement with poured floor and walls and inspection of foundations after backfill by the Engineering and Building Department pursuant to a building permit issued by the Seller(s) for construction of the home with all of the requirements described in Paragraph 12.
- Failure to undertake development and complete construction within 365 days as defined in Paragraph 12 will result in Seller's right to repurchase property including any improvements at the sum of Eight Thousand (\$8,000.00) Dollars (80% of cash payment) herein to be evidence by a recordable document.
14. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
15. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee. These charges will be paid at closing.
16. Dirt shall be removed from the site at the Purchaser's expense.
17. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
18. A condition of this Agreement is that the single family home must be sold by Purchaser(s) as an owner occupied home for a minimum of five (5) years consecutive years from the date of this Agreement and a Deed Restriction enforcing this condition will be placed on the Warranty Deed issued by Seller(s) to Purchaser(s).
19. This Agreement is subject to the approval of the Wyandotte City Council.


PURCHASER(S):


Rodney Tressler Purchaser
14626 Eureka, Southgate, MI 48195

Dated: 3-20-18

CITY OF WYANDOTTE, Seller


Joseph R. Peterson, Mayor

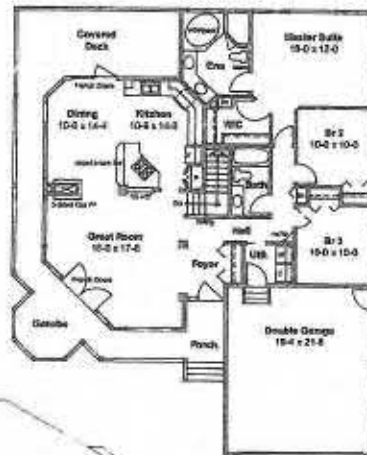

Lawrence S. Stec, City Clerk
3200 Biddle Avenue
Wyandotte, Michigan 48192

Dated: _____

Legal Department Approval _____

An artistic sketch of a single-story house. The house features a gambrel roof with two dormer windows. The front facade has a large, multi-paned garage door on the right side. The house is surrounded by trees and landscaping. The drawing is in a sketchy, artistic style.

Images provided by
designer/architect.



Copyright by
designer/architect.



Rear Elevation

BONDIE

100.9

LINCOLN STREET

BONDIE

| | | | | | | | |
|-------|------|--------------|-----------|--------|----|--------------|-------|
| 78 30 | 50 | 30 79 100.85 | 16 100.85 | 90 30 | 50 | 30 91 109.90 | 16 |
| 77 : | L | : 80 | | 89 : | F | : 92 | |
| 76 : | I | : 81 | | 88 : | I | : 93 | |
| 75 : | N | : 82 | | 87 : | I | : 94 | |
| 74 30 | C | 30 83 | | 86 30 | F | 30 95 | |
| 73 30 | N | 84 37.69 | 37.56 | 85 30 | T | 96 35.55 | 35.55 |
| 9 30 | O | 30 290 | | 315 30 | H | 30 316 | |
| 8 : | L | : 291 | | 314 : | | : 317 | |
| 7 : | N | : 292 | | 313 : | S | : 318 | |
| 6 : | | : 293 | | 312 : | T | : 319 | |
| 5 : | | : 294 | | 311 : | | : 320 | |
| 4 : | F.T. | : 295 | | 310 : | | : 321 | |
| 3 : | | : 296 | | 309 : | | : 322 | |
| 2 : | | : 297 | | 308 : | | : 323 | |

603 LINCOLN - LOT 79 - 81 FORD MANOR SUB P. C. 121 L38 P45 WCR

LOT SIZE: 90' X 100.85' OWNER: CITY OF WYANDOTTE

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 603 Lincoln now known as 605 Lincoln is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 603 Lincoln to Rodney Tressler in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Rodney Tressler does not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for Eight Thousand (\$8,000.00) Dollars. A condition will be placed on the Deed that will include this contingency; AND

BE IT FURTHER RESOLVED that Purchaser(s) agrees to sell the home to an owner occupant for a minimum of five (5) consecutive years from the date of closing. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 603 Lincoln, between Rodney Tressler and the City of Wyandotte for \$10,000 as presented to Council.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9, 2018

AGENDA ITEM # 17c

ITEM: Purchase Agreement to sell City owned property known as former 1201 Chestnut for construction of a new single family home

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

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

The recommendation is to sell said lot for \$10,000 to Julie Lilienthal Mackenzie and Grant Mackenzie, 7 Abbot Lane, Dearborn, for the construction of a single family home consisting of approximately 2,112 square feet, 3 bedrooms, 2.5 baths, full basement, wrap around front porch, exterior to be brick on the 1st floor 4 feet above grade around entire exterior with vinyl siding for rest of exterior and detached garage.

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

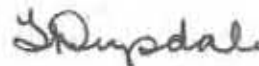
ACTION REQUESTED: Adopt a resolution concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: Purchase Agreement Approved by Legal.

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Purchase Agreement; Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 9, 2018

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 1201 Chestnut is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 1201 Chestnut now known as 1203 Chestnut to Julie Lilienthal Mackenzie and Grant Mackenzie in the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchasers, Julie Lilienthal Mackenzie and Grant Mackenzie do not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for One (\$1.00) Dollars. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 1201 Chestnut now known as 1203 Chestnut, between Julie Lilienthal Mackenzie and Grant Mackenzie and the City of Wyandotte for \$10,000 as presented to Council.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390

William R. Look
Steven R. Makowski

(734) 285-6500
FAX (734) 285-4160

Richard W. Look
(1912-1993)

PURCHASE AGREEMENT

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the City of

Wyandotte County, Michigan, described as follows:
Lot 7, Block 338 Hurst and Post's Subdivision, as recorded in Liber 1, Page 298, WCR being known as the Former 1201
Chestnut now known as 1203 Chestnut Street, and to pay therefor the sum of Ten Thousand Dollars & 00/100 (\$10,000.00)
Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following
conditions;

**THE SALE TO BE CONSUMMATED BY
PROMISSORY NOTE/MORTGAGE SALE**

| | |
|---|---|
| PROMISSORY/ MORTGAGE SALE | 1. The Purchase Price of \$10,000.00 together with the closing costs (which consists of the title insurance premium, recording fees, prorated taxes, closing fee of \$200) shall be paid by Purchaser(s) executing a Promissory Note payable to the order of the Seller(s) and secured by a mortgage. The Promissory Note will require immediate payment to the Seller upon occurrence of any of the following events within ten (10) years of the date of closing: The property is sold, refinanced, foreclosed, leased, transferred, conveyed in any manner or otherwise disposed of by Purchaser(s) or is no longer occupied by Purchaser as its primary residence. In the event none of the events described in Paragraph (1) above occur within ten (10) years of the date of closing, the Promissory Note will be deemed satisfied and the mortgage will be discharged at the request of and upon payment of the recording fee for the discharge by Purchaser(s). In the event of default of the terms of the Promissory Note by the Purchaser(s), the Seller(s) may foreclose by advertisement on the mortgaged premises as one of its remedies and purchaser(s) shall be responsible to pay Seller(s) costs including reasonable attorney fees resulting from the enforcement of the Promissory Note and/or Mortgage. |
| Evidence of Title | 2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium. |
| Time of Closing | 3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close. |
| Purchaser's Default | 4. If Purchaser(s) defaults, Seller may retain the Deposit and Purchaser(s) is responsible for all costs incurred by Seller. |
| Seller's Default | 5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement. |
| Title Objections | 6. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement. |
| Possession | 7. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>NONE</u> If the Seller occupies the property, it shall be vacated on or before <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>n/a</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker. |
| Taxes and Prorated Items | 8. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1. 9. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. |

| | |
|-------------------------------|--|
| Broker's Authorization | 10. The Broker is hereby authorized to make this offer and the deposit of <u>N/A</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated. |
| Security Deposit | 11. A Security Deposit of One Thousand (\$1,000) Dollars will be required upon acceptance of this Agreement and will be returned to Purchaser(s) upon issuance of the final Certificate of Occupancy for the premises. In the event of default of any of the terms of this Agreement prior to issuance of the final Certificate of Occupancy, the deposit shall be forfeited to Seller(s) in addition to the other remedies Seller(s) has under the terms of this Agreement. |

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

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

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered in the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ _____ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, 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: See Addendum for additional Paragraphs 14 through 23 and Signatures

[LEFT BLANK]

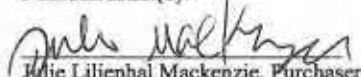
ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE


Purchaser(s) have bargained for the purchase of the property from the Seller(s) pursuant to the terms of the promissory note (rather than paying a cash price for the property at the closing). Purchaser(s) agrees that in consideration of the Seller(s) allowing the purchase by a Promissory Note, Seller(s) is subject to certain risks and that the following conditions are reasonable and that Seller(s) have provided adequate legal consideration to support the conditions and requirements of this Agreement. Time is of the essence.

14. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of an owner occupied single family home, consisting of the following features:
 - Approximately 2,112 square feet with 3 bedrooms, 2.5 bath, wrap around front porch as indicated on Attachment A
 - Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2015 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
 - Exterior to be brick on the 1st floor 4 feet above grade around entire exterior with vinyl siding for rest of exterior.
 - Detached garage.
 - Home must meet all current zoning requirements.
15. If plans and unit installed with energy savings systems such as solar systems capable of supplying 1kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water then the City will reduce the balance of the promissory note by \$2,000.
16. This Agreement is further contingent upon the Purchaser undertaking development within 180 days from date of closing and completing construction (which is defined as obtaining a final Certificate of Occupancy for an owned occupied single family home) within 365 days from the date of closing. "Undertaking development" is defined as: the completion of a basement with poured floor and walls and inspection of foundations after backfill by the Engineering and Building Department pursuant to a building permit issued by the Seller(s) for construction of the home with all of the requirements described in Paragraph 14.

In consideration of the Seller(s) conveying this property to Purchaser(s) pursuant to the terms of Promissory Note, Purchaser(s) agree that if Purchaser(s) fail to undertake development or complete construction within the required time limits of this Agreement, Seller(s) have the option to purchase the property from Purchaser with all improvements for one (\$1.00) dollar (Purchaser(s) will still remain responsible to pay all obligations owing to Purchaser's lender). This will be a condition of the deed. In the event Seller(s) commences legal proceeding to enforce this requirement, Purchaser(s) shall be responsible to pay all of Seller's costs including its reasonable attorney fees.
17. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
18. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Mapping Fee. These charges will be included in the note.
19. Dirt shall be removed from the site at the Purchaser's expense.
20. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
21. This Agreement is subject to the approval of the Wyandotte City Council.
22. The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.
23. The requirements of this Agreement shall survive the closing.

PURCHASER(S):


Julie Lilienhal Mackenzie, Purchaser
7 Abbot Lane, Dearborn, MI 48120


Grant Mackenzie, Purchaser

Dated: 3-24-18

SELLER(S): CITY OF WYANDOTTE

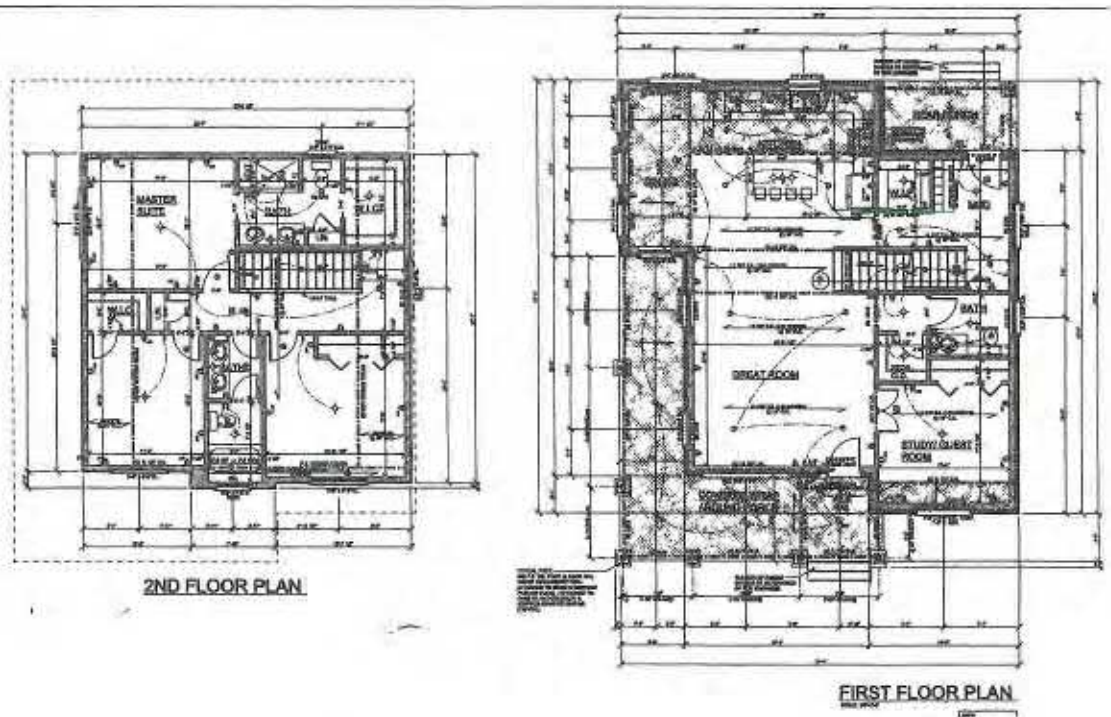
Joseph R. Peterson, Mayor
3200 Biddle Avenue, Wyandotte, MI

Lawrence S. Stec, City Clerk

Dated: _____

Legal Department Review _____

Architectural drawing of the front elevation of a two-story house. The house features a gabled roof with a central dormer, a covered front porch with columns, and a central entrance door. Dimensions are indicated on the right side of the drawing.



Lot Size: 50' x 150'

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 1201 Chestnut is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 1201 Chestnut now known as 1203 Chestnut to Julie Lilienthal Mackenzie and Grant Mackenzie in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchasers, Julie Lilienthal Mackenzie and Grant Mackenzie do not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for One (\$1.00) Dollars. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 1201 Chestnut now known as 1203 Chestnut, between Julie Lilienthal Mackenzie and Grant Mackenzie and the City of Wyandotte for \$10,000 as presented to Council.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9, 2018

AGENDA ITEM # 17d

ITEM: Purchase Agreement to sell City owned property known as former 516 Plum for construction of a new single family home

PRESENTER: Mark A. Kowalewski, City Engineer and Theodore H. Galeski, City Assessor

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski and Theodore H. Galeski

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

Two (2) proposals were received and the recommendation is to sell said lot for \$10,000 to Christina and Kurt Hunter, 4064 22nd Street, Wyandotte, for the construction of a single family home consisting of approximately 2,010 square feet, 3 bedrooms, 2.5 baths, full basement, attached garage and exterior to be sided with brick skirting.

The other proposal was 1,600 square feet.

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

ACTION REQUESTED: Adopt a resolution concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

Shirley Spalding

LEGAL COUNSEL'S RECOMMENDATION: Purchase Agreement Approved by Legal.

MAYOR'S RECOMMENDATION:

John P.

LIST OF ATTACHMENTS: Purchase Agreement; Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date:

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer and City Assessor regarding the City owned property located at former 516 Plum is hereby received and placed on file;
AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 516 Plum to Christina and Kurt Hunter in the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser(s), Christina and Kurt Hunter do not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 516 Plum, between Christina and Kurt Hunter and the City of Wyandotte for \$10,000 as presented to Council.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390

William R. Look
Steven R. Makowski

(734) 285-6500
FAX (734) 285-4160

Richard W. Look
(1912-1993)

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:
Lot 9, Block 154, Plat of Part of Wyandotte, as recorded in Liber 1, Page 295 of Plats, WCR being known as the Former 516
Plum now known as 518 Plum Street, and to pay therefore the sum of Ten Thousand Dollars & 00/100 (\$10,000.00) Dollars,
subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY

PROMISSORY NOTE/MORTGAGE SALE

| | |
|---|---|
| PROMISSORY/ MORTGAGE SALE | 1. The Purchase Price of \$10,000.00 together with the closing costs (which consists of the title insurance premium, recording fees, prorated taxes, closing fee of \$200) shall be paid by Purchaser(s) executing a Promissory Note payable to the order of the Seller(s) and secured by a mortgage. The Promissory Note will require immediate payment to the Seller upon occurrence of any of the following events within ten (10) years of the date of closing: The property is sold, refinanced, foreclosed, leased, transferred, conveyed in any manner or otherwise disposed of by Purchaser(s) or is no longer occupied by Purchaser as its primary residence. In the event none of the events described in Paragraph (1) above occur within ten (10) years of the date of closing, the Promissory Note will be deemed satisfied and the mortgage will be discharged at the request of and upon payment of the recording fee for the discharge by Purchaser(s). In the event of default of the terms of the Promissory Note by the Purchaser(s), the Seller(s) may foreclose by advertisement on the mortgaged premises as one of its remedies and purchaser(s) shall be responsible to pay Seller(s) costs including reasonable attorney fees resulting from the enforcement of the Promissory Note and/or Mortgage. |
| Evidence of Title | 2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium. |
| Time of Closing | 3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close. |
| Purchaser's Default | 4. If Purchaser(s) defaults, Seller may retain the Deposit and Purchaser(s) is responsible for all costs incurred by Seller. |
| Seller's Default | 5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement. |
| Title Objections | 6. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement. |
| Possession | 7. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>NONE</u> If the Seller occupies the property, it shall be vacated on or before <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>n/a</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker. |
| Taxes and Prorated Items | 8. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1. 9. It is understood that this offer is irrevocable for fifteen (15) days from the date hercof, 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. |

| | |
|-------------------------------|--|
| Broker's Authorization | 10. The Broker is hereby authorized to make this offer and the deposit of <u>N/A</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated. |
| Security Deposit | 11. A Security Deposit of One Thousand (\$1,000) Dollars will be required upon acceptance of this Agreement and will be returned to Purchaser(s) upon issuance of the final Certificate of Occupancy for the premises. In the event of default of any of the terms of this Agreement prior to issuance of the final Certificate of Occupancy, the deposit shall be forfeited to Seller(s) in addition to the other remedies Seller(s) has under the terms of this Agreement. |

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

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

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered in the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ _____ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, 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: See Addendum for additional Paragraphs 14 through 23 and Signatures

[LEFT BLANK]

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

Purchaser(s) have bargained for the purchase of the property from the Seller(s) pursuant to the terms of the promissory note (rather than paying a cash price for the property at the closing). Purchaser(s) agrees that in consideration of the Seller(s) allowing the purchase by a Promissory Note, Seller(s) is subject to certain risks and that the following conditions are reasonable and that Seller(s) have provided adequate legal consideration to support the conditions and requirements of this Agreement. Time is of the essence.

14. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of an owner occupied single family home, consisting of the following features:
 - Approximately 2,010 square feet with 3 bedrooms, and 2.5 bath as indicated on Attachment A
 - Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2015 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
 - Exterior to be brick on the 1st floor 4 feet above grade around entire exterior with vinyl siding for rest of exterior.
 - Attached garage at the rear.
 - Home must meet all current zoning requirements.
15. If plans and unit installed with energy savings systems such as solar systems capable of supplying 1kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water then the City will reduce the balance of the promissory note by \$2,000.
16. This Agreement is further contingent upon the Purchaser undertaking development within 180 days from date of closing and completing construction (which is defined as obtaining a final Certificate of Occupancy for an owned occupied single family home) within 365 days from the date of closing. "Undertaking development" is defined as: the completion of a basement foundation, walls and backfilling verified by inspection by the Engineering and Building Department pursuant to a building permit issued by the Seller(s) for construction of the home with all of the requirements described in Paragraph 14.

In consideration of the Seller(s) conveying this property to Purchaser(s) pursuant to the terms of Promissory Note, Purchaser(s) agree that if Purchaser(s) fail to undertake development or complete construction within the required time limits of this Agreement, Seller(s) have the option to purchase the property from Purchaser with all improvements for one (\$1.00) dollar (Purchaser(s) will still remain responsible to pay all obligations owing to Purchaser's lender). This will be a condition of the deed. In the event Seller(s) commences legal proceeding to enforce this requirement, Purchaser(s) shall be responsible to pay all of Seller's costs including its reasonable attorney fees.
17. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
18. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Mapping Fee. These charges will be included in the note.
19. Dirt shall be removed from the site at the Purchaser's expense.
20. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
21. This Agreement is subject to the approval of the Wyandotte City Council.
22. The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.
23. The requirements of this Agreement shall survive the closing.

PURCHASER(S):

Christina L. Hunter, Purchaser
4064 22nd Street, Wyandotte, MI 48192

Kurt Hunter, Purchaser

Dated: _____

SELLER(S): CITY OF WYANDOTTE

Joseph R. Peterson, Mayor
3200 Biddle Avenue, Wyandotte, MI

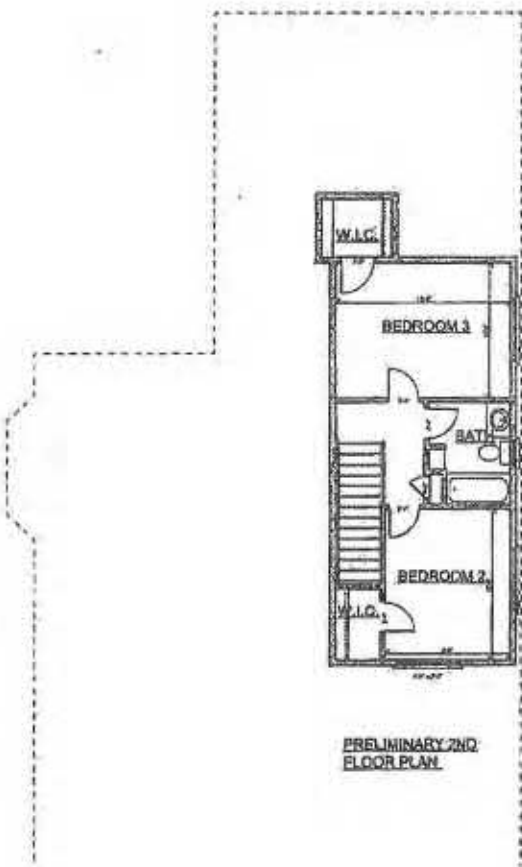
Lawrence S. Stee, City Clerk

Dated: _____ Legal Department Review _____

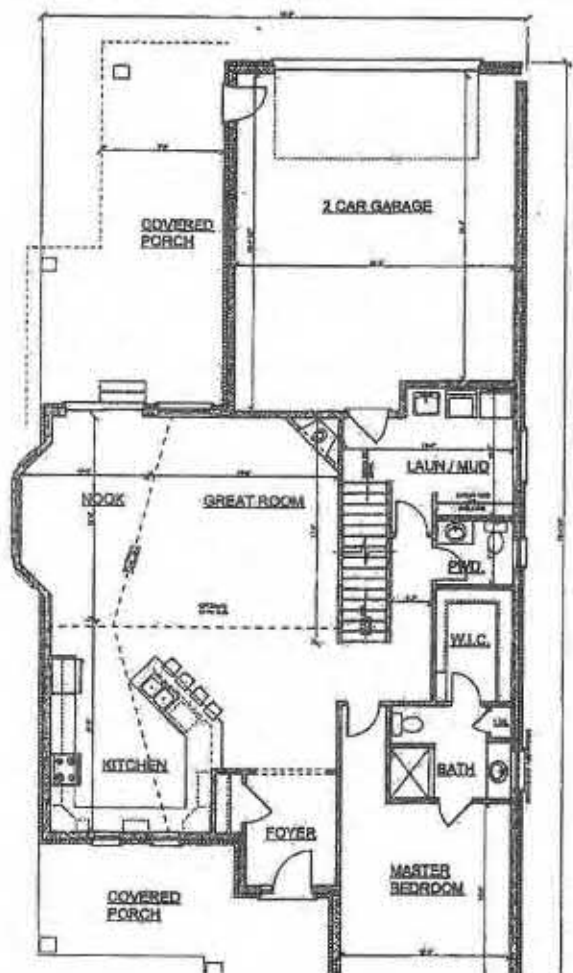
ATTACHMENT A



FRONT ELEVATION



PRELIMINARY 2ND FLOOR PLAN



RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

RESOLVED that the communication from the City Engineer and City Assessor regarding the City owned property located at former 516 Plum is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 516 Plum to Christina and Kurt Hunter in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Christina and Kurt Hunter do not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 516 Plum, between Christina and Kurt Hunter and the City of Wyandotte for \$10,000 as presented to Council.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9, 2018

AGENDA ITEM # 17e

ITEM: Neighborhood Enterprise Zone (NEZ) for Former 516 Plum now known as 518 Plum, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property was listed for sale in accordance with the City's specifications for Build a Future in Wyandotte. The Purchaser, Mr. and Mrs. Hunter are requesting Your Honorable Body support issuing a Neighborhood Enterprise Zone (NEZ) Exemption Certificate for the home being constructed on the property known as former 516 Plum now known as 518 Plum. This request is consistent with the Resolution adopted December 7, 1992.

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

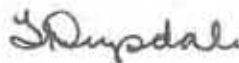
ACTION REQUESTED: Adopt a resolution concurring with recommendation to approve the NEZ Application subject to the proper application materials being submitted to the City and the project's compliance with the NEZ Act, Act 147 of 1992, as amended.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Forward Resolution to and application to Michigan Department of Treasurer

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Resolution establishing NEZ Zone, Application for Neighborhood enterprise Zone Certificate

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 9, 2018

RESOLUTION by Councilperson _____

WHEREAS per a resolution adopted by the Wyandotte City Council on December 7, 1992, it is the policy of the City of Wyandotte to offer 12-year tax abatements for new single family construction in Neighborhood Enterprise Zones within the City of Wyandotte; and

WHEREAS the former 516 Plum is within the City of Wyandotte's Neighborhood Enterprise Zone #1 adopted on December 7, 1992;

NOW THEREFORE BE IT RESOLVED by the City Council that Council CONCURS with the recommendation of City Engineer as set forth in his communication of July 10, 2017, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 516 Plum now known as 518 Plum, subject to the proper application materials being submitted to the City and the project's compliance with the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended; AND

WHEREAS the City Clerk and the City Assessor are hereby authorized to execute said applications for a 12 year Neighborhood Enterprise Zone Certificate.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Application for Neighborhood Enterprise Zone Certificate

Issued under authority of Public Act 147 of 1992, as amended.

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction. Initially file one original application (with legal description) and two additional copies of this form with the clerk of the local governmental unit (three complete sets). The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

| STATE USE ONLY | | | |
|--|--|--|--|
| Application No. | | Date Received | |
| PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields) | | | |
| Applicant Name Christina and Kurt Hunter | | Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitation Facility <input type="checkbox"/> Transfer (1 copy only) | |
| Facility's Street Address 518 Plum | | Amount of years requested for exemption (6-15) 12 | Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented |
| City Wyandotte | State MI | ZIP Code 48192 | |
| Name of City, Township or Village (taxing authority) City of Wyandotte | | Type of Property <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____ | |
| <input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village | | | |
| County Wayne | School District Wyandotte | | |
| Name of LGU that established district City of Wyandotte | | Name or Number of Neighborhood Enterprise Zone NEZ #1 | Date district was established 12/07/1992 |
| Identify who the work was completed by <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____ | | Estimated Project Cost (per unit) | |
| Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary. Construct a new single family home with approximately 2,010 square feet, full basement, 3 bedrooms, 2.5 bathrooms and attached garage. | | | |
| Timetable for undertaking and completing the rehabilitation or construction of the facility. Start in spring 2018 to be completed spring 2019 | | | |
| PART 2: APPLICANT CERTIFICATION | | | |
| Contact Name Kelly Roberts | Contact Telephone Number (734) 324-4555 | | |
| Contact Fax Number (734) 556-3179 | Contact E-mail Address kroberts@wyandottemi.gov | | |
| Owner/Applicant Name Christina and Kurt Hunter | Owner/Applicant Telephone Number | | |
| Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) 4064 22nd Street, Wyandotte, MI | Owner/Applicant E-mail Address hunter1024@wyan.org | | |
| I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted. | | | |
| I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission. | | | |
| Owner/Applicant Signature | | Date | |

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)

The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.

☐ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.

Name of LGU

City of Wyandotte

Name of Assessor (First and last name)

Theodore H. Galeski

Telephone Number

(734) 324-4510

Fax Number

(734) 556-3179

E-mail Address

assessor@wyandottemi.gov

I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.

Assessor's Signature

Date

PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)

Action taken by LGU:

☒ Exemption Approved for _____ Years (6-15)

☐ Exemption Approved for _____ Years (11-17 historical credits)

☐ Exemption Denied (include Resolution Denying)

Date of resolution approving/denying this application

The State Tax Commission requires the following documents be filed for an administratively complete application:

☒ 1. Original Application

☒ 2. Legal description of the real property with parcel code #

☒ 3. Resolution approving/denying application (include # of years)

☐ 4. REHABILITATION APPLICATIONS ONLY.

Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.

Clerk's Name (First and Last)

Lawrence S. Stec

Telephone Number

(734) 324-4560

Fax Number

(734) 556-3179

E-mail Address

clerk@wyandottemi.gov

Mailing Address

3200 Biddle Avenue

City

Wyandotte

State

MI

ZIP Code

48192

I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.

I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.

Clerk Signature

Date

The LGU should mail the original completed application and required documents to the following address:

State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

WHEREAS per a resolution adopted by the Wyandotte City Council on December 7, 1992, it is the policy of the City of Wyandotte to offer 12-year tax abatements for new single family construction in Neighborhood Enterprise Zones within the City of Wyandotte; and

WHEREAS the former 516 Plum is within the City of Wyandotte's Neighborhood Enterprise Zone #1 adopted on December 7, 1992;

NOW THEREFORE BE IT RESOLVED that Council concurs with the recommendation of City Engineer as set forth in his communication of July 10, 2017, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 516 Plum now known as 518 Plum, subject to the proper application materials being submitted to the City and the project's compliance with the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended; AND

WHEREAS the City Clerk and the City Assessor are hereby authorized to execute said applications for a 12-year Neighborhood Enterprise Zone Certificate.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9, 2018

AGENDA ITEM # 17f

ITEM: Sale of the former 849 Superior (10.5' x 115')

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: The City owns the former 849 Superior. Attached for your approval is a Purchase Agreement to sell the property to the adjacent property owner at 855 Superior, Justin Baily and Monique Fekin for the amount of \$525.00. The combination of the two (2) lots will result in one (1) lot measuring 45.5' x 115'.

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

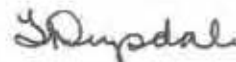
ACTION REQUESTED: Approve Purchase Agreement to sell said property to the adjacent property owner at 855 Superior in the amount of \$525.00 (\$50 per front foot).

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved, will schedule closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: Purchase Agreement Reviewed by W. Look

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Purchase Agreement; Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 9, 2018

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 849 Superior, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Justin Baily and Monique Fekin to acquire the Former 849 Superior in the amount of \$525.00; 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

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390

William R. Look
Steven R. Makowski

(734) 285-6500
FAX (734) 285-4160

Richard W. Look
(1912-1993)

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

{ City
XXXXXXX of
XXXXXX

Wyandotte Wayne County, Michigan, described as follows:
West 10.5 feet of Lot 55 Bishops Subdivision as recorded in Liber 25, Page 53 of Plats, WCR being known as Part of Former 849
Superior 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 Five Hundred Twenty-Five Dollars and 00/100 (\$525.00) 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)

| | |
|--|--|
| <i>Cash Sale</i> | A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check. |
| <i>Cash Sale with New Mortgage</i> | 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. |
| <i>Sale to Existing Mortgage</i> | 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. |
| <i>Sale on Land Contract</i> | 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. |
| <i>Sale to Existing Land Contract</i> | 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. |
| <i>Evidence of Title</i> | 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. |
| <i>Time of Closing</i> | 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. |
| <i>Purchaser's Default</i> | |
| <i>Seller's Default</i> | 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. |
| <i>Title Objections</i> | 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. |
| <i>Possession</i> | 6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u> If the Seller occupies the property, it shall be vacated on or before <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker. |

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

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

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

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

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

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchaser will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 855 Superior; 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; 4. Property 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:

Sharon A. Roach

Dated 3/1/18

Justin Bail L. S.
Purchaser
Monique Fekin L. S.
Purchaser
Address 855 Superior, Wyandotte, Michigan 48192
Phone: 313-295-1076

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

Phone _____

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

By: _____
Seller

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:

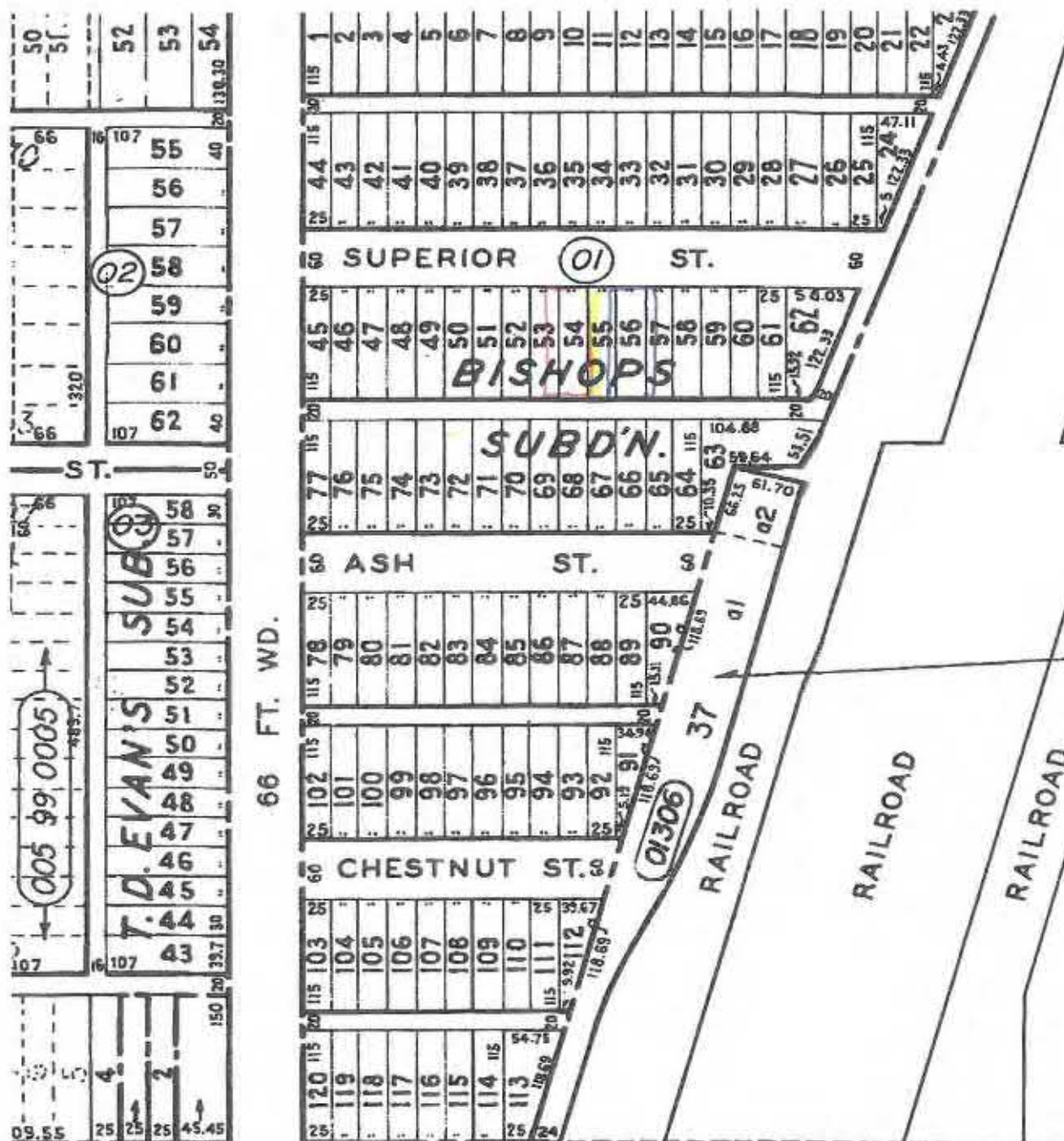
Dated: _____

CITY OF WYANDOTTE: L. S.
Joseph R. Peterson, Mayor

L. S.
Lawrence S. Stec, City Clerk
Address 3200 Biddle Avenue, Wyandotte
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



841 Superior - LOT 55 EXC THE W 10.5 FT THEREOF and all of LOT 56 AND W 6 FT OF LOT 57 BISHOPS - Owner - Ms. Armatis - Lot Size: 45.5' x 115'

849 Superior - THE W 10.5 FT OF LOT 55 BISHOPS SUB T3S R11E L25 P53 WCR - Owner City of Wyandotte Lot Size: 10.5' x 115'

855 Superior - E 10 FT OF LOT 53 ALSO LOT 54 BISHOPS SUB T3S R11E L25 P53 WCR - Owners: Mr. and Mrs. Swiderski - Lot Size: 35' x 115'

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the communication from the City Engineer regarding the sale of Former 849 Superior, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Justin Baily and Monique Fekin to acquire the Former 849 Superior in the amount of \$525.00; AND

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

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9, 2018

AGENDA ITEM # 17g

ITEM: Sale of the former 3391 13th Street (15' x 100')

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: The City owns the former 3391 13th Street. Attached for your approval is a Purchase Agreement to sell the property to the adjacent property owner at 3385 13th Street, Mr. Ronald Mendenhall Jr., for the amount of \$750.00. The combination of the two (2) lots will result in one (1) lot measuring 45' x 100'.

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

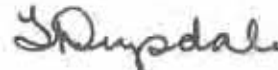
ACTION REQUESTED: Approve Purchase Agreement to sell said property to the adjacent property owner at 3385 13th Street in the amount of \$750.00 (\$50 per front foot).

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved, will schedule closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: Purchase Agreement Reviewed by W. Look

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Purchase Agreement; Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 9, 2018

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 3391 13th Street, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Ronald Mendenhall Jr., to acquire the Former 3391 13th Street in the amount of \$750.00; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman

Calvin

DeSana

Maiani

Sabuda

Schultz

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390

William R. Look
Steven R. Makowski

(734) 285-6500
FAX (734) 285-4160

Richard W. Look
(1912-1993)

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:
North 15 feet of Lot 32 Whitcomb Subdivision as recorded in Liber 30 Page 27 of Plats, WCR, being known as part of the former
3191 13th Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds,
curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit _____ if any, now
on the premises, and to pay therefore the sum of Seven Hundred Fifty Dollars and 00/100 (\$750.00) Dollars, subject to the
existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

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

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

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

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

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

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

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

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, 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 3385 13th Street. 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. 4. Property 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:

Ronald Mendenhall Jr. L. S.
Purchaser

L. S.
Purchaser

Address 649 Poplar, Wyandotte, Michigan 48192

Phone: 734-365-3926

Dated _____

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

Phone _____

By: _____
Seller

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

The foregoing offer is accepted in accordance with the terms stated, and upon consummation Seller hereby agrees to pay the Broker for services rendered a commission of (_____ Dollars) (_____ per cent of the sale price), which shall be due and payable at the time set in said offer for the consummation of the sale, or if un consummated, 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

L. S.
Lawrence S. Stec, City Clerk
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

EUREKA



3385 13th - LOT 33 WHITCOMB SUB - Lot Size: 30' x 100'

3391 13th - N 15 FT OF LOT 32 WHITCOMB SUB - Lot Size: 15' x 100' - City Owned

3399 13th - LOT 31 & THE S 15 FT OF LOT 32 WHITCOMB SUB - Lot Size: 45' x 100'

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the communication from the City Engineer regarding the sale of Former 3391 13th Street, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Ronald Mendenhall Jr., to acquire the Former 3391 13th Street in the amount of \$750.00; AND

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

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9, 2018

AGENDA ITEM # 18

ITEM: City Purchasing 2726 9th Street, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City has an Option to Purchase this property from 2002. The Purchase Agreement is for \$58,500 and other pertinent information is as follows:

Lot Size: 60' x 127'

2017 SEV: \$42,100

Market Value: \$84,200

Demolition Cost: \$9,000.00

Once purchased and demolished the property would be available 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

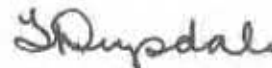
ACTION REQUESTED: Approve the Purchase Agreement for the City to acquire the property, authorize the Mayor and City Clerk to execute the Purchase Agreement and authorize the City Engineer to demolish the property.

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: Approved as to form W. Look

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Purchase Agreement and Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 9, 2018

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 2726 9th Street in the amount of \$58,500.00 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; AND

BE IT 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

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

{ City
Township of
Village

Wyandotte Wayne County, Michigan, described as follows:
Lots 57 and 58 T. D. Evans Subdivision as recorded in Liber 20, Page 70 of Plats WCR.

being known as

2726 9th Street, together with all improvements and appurtenances,
including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna,
gas conversion unit and permit _____ if any, now on the premises, and to pay
therefore the sum of Fifty Eight Thousand Five Hundred (\$58,500.00) Dollars, subject
to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY: A

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

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

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

| | |
|---------------------------------|---|
| Taxes and Prorated Items | <p>7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p> <p>8. It is understood that this offer is irrevocable for 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.</p> |
| Broker's Authorization | <p>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.</p> |

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

3. Property is sold AS IS and Seller shall not be responsible for any repairs as set forth on the city inspection report or placement of any escrow for repairs. 4. Subject to Probate Court Approval
City of Wyandotte:

IN PRESENCE OF:

JOSEPH R. PETERSON, Mayor L. S. **Purchaser**

LAWRENCE S. STEC, Clerk L. S. **Purchaser**

Address _____

Dated _____

Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

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.

IN PRESENCE OF:

DAVID J. MacDONALD, Personal Rep. of Seller L. S.
ESTATE OF REGINA LEMPICKI

THOMAS A. KUZMIAK L. S. **Seller**

Address _____

Dated: 03/20/2018

Phone _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____

L. S. **Purchaser**

107 78 40

41 66 66

107 62 40

SUPERIOR ST.

50

107 26 30
25 :
24 :
23 :
22 :
21 :
20 :
19 :
18 :
17 :
16 :
15 :
14 :
13 :
12 30
11 39.7

ELECTRIC

41 66 66
60 41
429.7
005 99 0005
42 107

107 58 30
57 :
SUB 56 :
55 :
54 :
53 :
52 :
51 :
50 :
49 :
48 :
47 :
46 :
45 :
T. 44 30
43 39.7

NINTH ST

115 120
77 115
76 :
75 :
25 :
60 AS
25 :
78 79 80 :
115 20
102 101 100 :
25 :
60 CHE
25 :
103 104 105 :

2726 9TH STREET - LOTS 57 AND 58 --- T. D. EVANS SUB LOT SIZE: 60' X 107'

2726 9TH STREET



RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

RESOLVED that Council concurs with the recommendation of the City Engineer to acquire the property at 2726 9th Street in the amount of \$58,500.00 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; AND

BE IT 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

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 9, 2018

AGENDA ITEM # 19

ITEM: Use of City Owned Property for Outdoor Café at 2910 Van Alstyne

PRESENTER: Mark A. Kowalewski, City Engineer and Bill Look, City Attorney

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski and Bill Look

BACKGROUND: City received a request from Wine Dotte Bistro, 2910 Van Alstyne to utilize the City Owned property in Parking Lot No. 1 for their 31'6" x 18'10" Outdoor Café. The Planning Commission reviewed the application and layout and it was approved at their March 15th meeting.

Therefore, attached for your consideration is a Lease to utilize this property from March thru November 15, 2018, for said Outdoor Café. The lease amount of \$762.23 includes \$169.08 for property taxes.

STRATEGIC PLAN/GOALS: The City is committed to making the downtown a destination of choice for residents throughout Southeast Michigan by encouraging existing businesses to expand

ACTION REQUESTED: Approve Lease as presented to City Council.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Increase to budget account no. 499-000-650-040

IMPLEMENTATION PLAN: Execute Lease

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

S. Dunsdale

LEGAL COUNSEL'S RECOMMENDATION: Reviewed Lease W. Look

MAYOR'S RECOMMENDATION:

J. L. P.

LIST OF ATTACHMENTS: Lease

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 3, 2017

RESOLUTION by Councilperson _____

BE IT RESOLVED That Council concurs with the recommendation of the City Engineer and Department of Legal Affairs regarding the lease of City owned property known as part of Parking No. #1 to Wine Dotte Bisto, 2910 Van Alstyne for their Outdoor Café; AND

BE IT FURTHER RESOLVED that the Mayor and City Council be authorized to execute the Lease of said property at presented to the Council on April 9, 2018.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

6LEASE of City Owned Property

THIS LEASE is made on _____, 2018, between City of Wyandotte
as Landlord, and Karen Goreta
as Tenant, and the parties agree as follows:

DESCRIPTION (1) Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant the premises situated in the City of Wyandotte

described as: 60' south of the N.E. Corner of Lot 1, Block 31, Corrected Plat of Blocks 19, 20, 30 & 31 Liber 1, Page 297 WCR and 21' east of the west right-of-way line of the 20' public alley that runs east and west abutting 2910 Van Alstyne to a point of beginning thence the fenced area runs 31'6" north, thence 18'10" east thence 31'6" south and then 18'10" west to the point of beginning

TERM
RENT (2) The term shall begin on _____, 20____, and will end on November 25, 2018
The rent shall be \$ 762.23, due at time of signing. This includes \$169.08 FOR TAXES

DEFAULT (3) If Tenant defaults, the outdoor café license is subject to revocation by the City of Wyandotte ordinance and the Tenant must vacate the leased premises upon receipt of a ten day notice to vacate.

**ASSIGNMENT
AND
SUBLETTING** (4) Tenant shall not assign this lease or mortgage or sublet any portion of the premises without prior written consent of Landlord. Any such assignment, mortgage or subletting without consent shall be void and shall give Landlord the right to terminate this lease and reenter and repossess the leased premises.

TAXES (5) In addition to the rent to be paid, Tenant shall pay to Landlord, the property taxes assessed against the leased premises by the local taxing authorities pursuant to MCL 211.181.

**BANKRUPTCY
AND
INSOLVENCY** (6) Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if Tenant shall be declared bankrupt or insolvent or any receiver be appointed for the business and property of Tenant, or if any assignment shall be made of Tenant's property for the benefit of creditors, then this lease may be canceled at the option of Landlord, unless adequate assurance of performance is provided by tenant to landlord's satisfaction, and affirmation is in strict conformance with the Federal Bankruptcy Code.

**USE AND
OCCUPANCY** (7) The premises shall be used and occupied for an outdoor café in compliance with all of the city's ordinances, resolutions, permits and state and county laws and regulations

and for no other purpose. On any breach of this agreement Landlord shall have the option to terminate this lease forthwith and reenter and repossess the leased premises in accordance with the law.

INSURANCE (8) Tenant, at Tenant's expense, shall maintain public liability insurance including bodily injury and property damage insuring Tenant and Landlord with minimum coverage as follows:
as required by City of Wyandotte Outdoor Café Ordinance.
Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as additional insured. The Certificate shall provide for a thirty-day written notice to Landlord in the event of cancellation or material change of coverage.
Tenant agrees to pay as additional rent any increase in premiums for insurance that are charged during the term of this lease on the amount of insurance now carried by Landlord related to the premises and improvements thereon, resulting from the activities of Tenant or others on the premises during the term.

REPAIRS (9) Tenant responsible to maintain city owned property in good condition at all times and make all repairs that may become necessary.

TENANT TO

Tenant shall not perform any acts or carry on any practices which may injure the leased premises or be a nuisance or menace to the public and shall keep premises under Tenant's control (including adjoining drives, streets, alleys, or yard) clean and free from rubbish, dirt, snow and ice at all times. If Tenant shall not comply with these provisions, Landlord may enter upon said premises and have rubbish, and dirt removed and the side walks cleaned, in which event Tenant agrees to pay all charges that Landlord shall pay for hauling rubbish, ashes, or cleaning walks. Said charges shall be paid to Landlord by Tenant as soon as the bill is presented and Landlord shall have the same remedy as is provided in Paragraph 3 of this lease in the event of Tenant's failure to pay.

The Tenant shall at Tenant's own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

**ACCESS TO
PREMISES**

(12) Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs necessary Landlord may demand that Tenant make them and if Tenant refuses or neglects forthwith to commence such repairs and complete them with reasonable dispatch Landlord may make such repairs or cause them to be made and shall not be responsible to Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if Landlord makes such repairs or causes them to be made Tenant agrees that Tenant will forthwith on demand pay to Landlord the costs thereof with interest at 5% per annum, and if Tenant shall make default in such payment the Landlord shall have the remedies provided in Paragraph 3 hereof.

REENTRY

(13) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if the leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the tenant and each and every occupant to remove and put out.

**REMEDIES NOT
EXCLUSIVE**

(14) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

WAIVER

(15) One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

**DELAY OF
POSSESSION**

(16) Tenant may not use the premises until its outdoor café application is fully approved and the required insurance has been submitted to Landlord.

NOTICES

(17) Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at the premises, or to Landlord, at 3200 Biddle, Wyandotte, Michigan 48192 or at such other place as may be designated by the parties from time to time.

**HAZARDOUS
SUBSTANCES**

(18) Tenant shall not use, store, or dispose of any hazardous substances upon the premises, except use and storage of such substances if they are customarily used in Tenant's business, and such use and storage complies with all environmental laws and regulations. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any federal or state environmental laws or local regulations or ordinances applicable to the property.

(19) The covenants, conditions and agreements herein are binding on the heirs, successors, representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

WITNESSED BY:

LANDLORD:

Joseph R. Peterson, Mayor

Lawrence S. Stec, City Clerk

TENANT



PLANNING COMMISSION
RESOLUTION MARCH 15, 2018

RESOLUTION BY COMISSIONER BENSON

SUPPORTED BY COMMISSIONER PARKER

RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, that the Commission reviewed the renewal application and plan for the outdoor café at 2910 Van Alstyne as requested by Wine Dotte Bistro (Appellant);

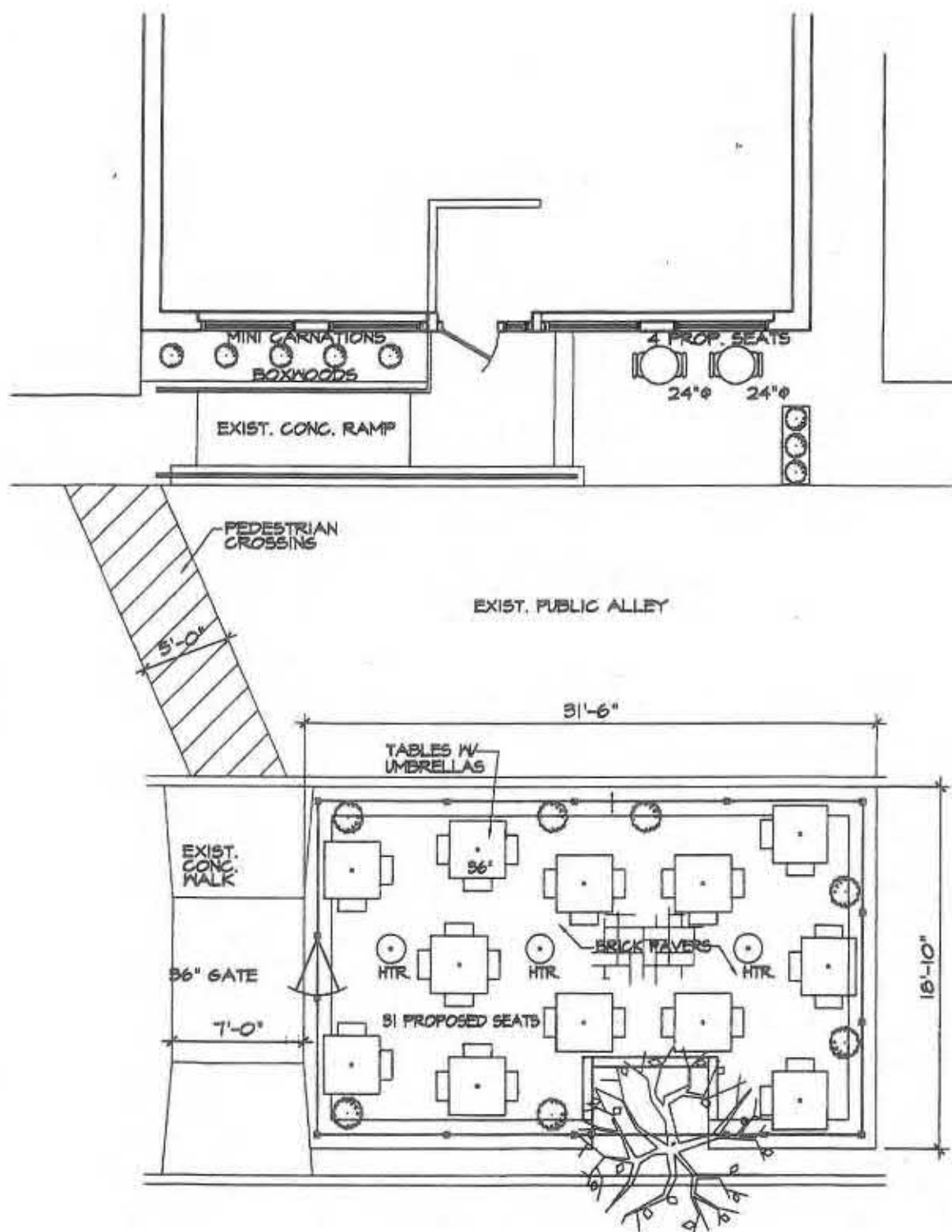
AND BE RESOLVED that the Permit for an Outdoor Café on Public Property at the front of and in the City No. 1 Parking Lot at 2910 Van Alstyne, Wyandotte, is hereby approved with compliance of all ordinance requirements and the conditions below prior to use as an outdoor café:

1. The outdoor café is subject to all conditions applicable to an outdoor café on public property in the Central Business District (CBD) Zoning District, Section 2202.S of the City of Wyandotte's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
2. Outdoor café to be constructed in accordance with the site plan submitted by Owner/Applicant dated February 28, 2018.
3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
4. Compliance with all Police, Fire and City Engineer requirements.
5. Use of the outdoor café shall be allowed from 7:00 a.m. to 12 midnight with extended hours to 2:00 a.m. on 3rd Fridays, Street Art Fair and events approved by Resolution by the City Council from March 15 through November 15.
6. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
7. Umbrellas to have name of establishment on the drip-tee only, no logo's for products.
8. Occupancy is limited to 4 persons for the smaller café and 40 persons for the café in Parking Lot No. 1.
9. Approval by the Wyandotte City Council for the use of Parking No. 1.

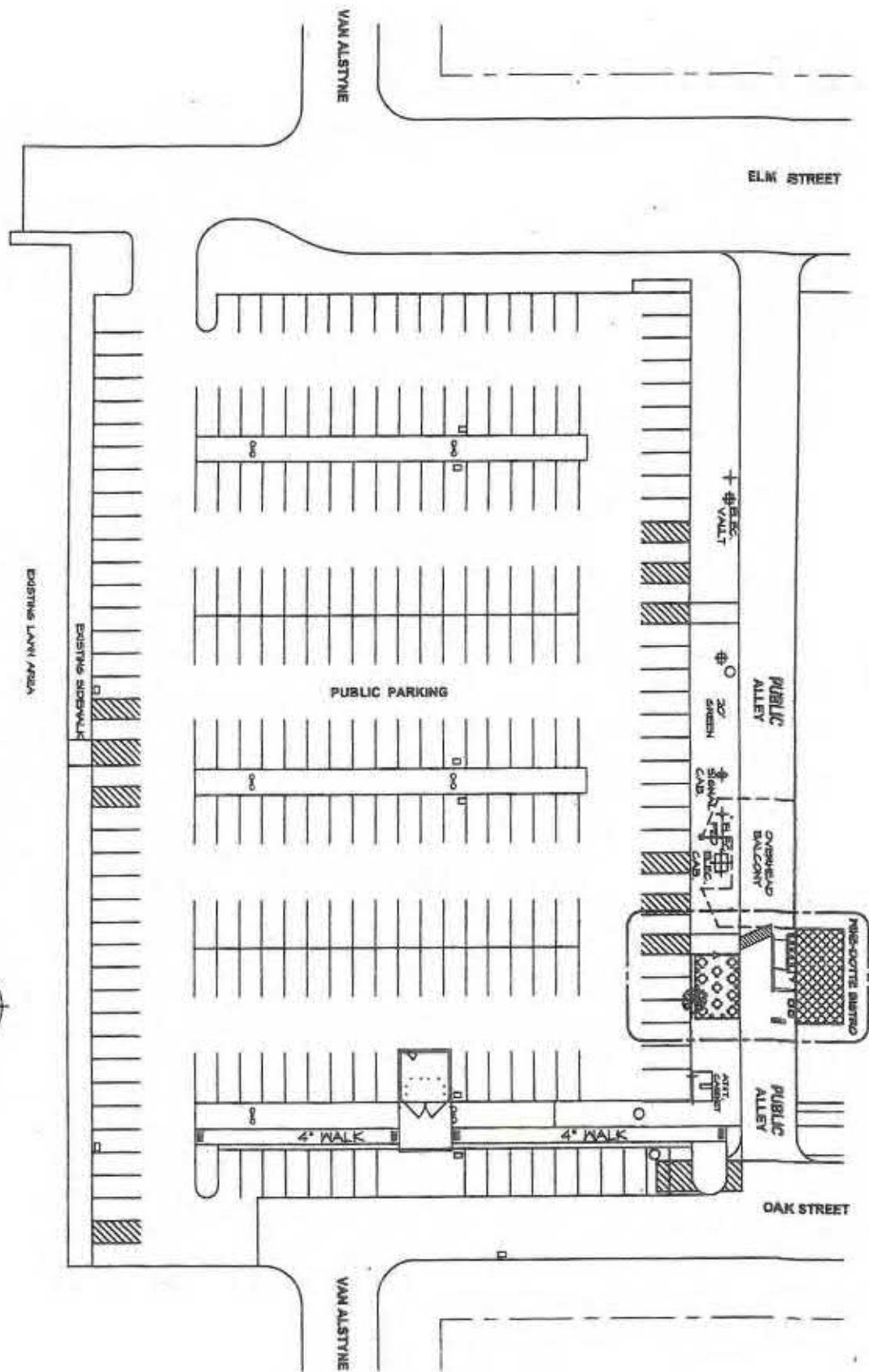
I move adoption of the foregoing resolution.

| <u>YEAS</u> | <u>MEMBERS</u> | <u>NAYS</u> |
|-------------|----------------|-------------|
| X | ADAMCYK | |
| X | BENSON | |
| X | DURAN | |
| | LUPO (Absent) | |
| X | MAYHEW | |
| X | PARKER | |
| X | PASKO | |
| X | RUTKOWSKI | |
| X | SARNACKI | |

MOTION PASSED



**PROPOSED ENLARGED SITE PLAN
OPTION #.3**



PROPOSED SITE PLAN

1" = 40'-0"



NORTH

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer and Department of Legal Affairs regarding the lease of City owned property known as part of Parking Lot No. #1 to Wine Dotte Bisto, 2910 Van Alstyne for their Outdoor Café; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized to execute the Lease of said property at presented to the Council on April 9, 2018.

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 9, 2018

AGENDA ITEM # 20

ITEM: Request for Outdoor Café at 2817 Van Alstyne

PRESENTER: Stan Pasko, Chairperson *Stan Pasko*

INDIVIDUALS IN ATTENDANCE: Stan Pasko, and Mark A. Kowalewski

BACKGROUND: City received a request from Edward C. Headman American Legion Post #217 at 2817 Van Alstyne to renew their Outdoor Café Permit adjacent to their building at 2817 Van Alstyne. The Planning Commission reviewed the application and layout and it was approved at their March 15th meeting. Since the Outdoor Café is located on City property this permit must be approved by City Council.

STRATEGIC PLAN/GOALS: The City is committed to making the downtown a destination of choice for residents throughout Southeast Michigan by encouraging existing businesses to expand

ACTION REQUESTED: Concur with recommendation.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Issue Outdoor Café Permit

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shaydahl*

LEGAL COUNSEL'S RECOMMENDATION: Reviewed Request W. Look

MAYOR'S RECOMMENDATION: *J.P.*

LIST OF ATTACHMENTS: Site Plan and Resolution from the Planning Commission

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 9, 2018

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the Planning Commission to grant the request of American Legion Post #217, 2817 Van Alstyne, for an outdoor café with said club and the following conditions:

1. The outdoor café is subject to all conditions applicable to an outdoor café on public property in the Central Business District (CBD) Zoning District, Section 2202.S of the City of Wyandotte's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
2. Outdoor café to be constructed in accordance with the site plan submitted by Owner/Applicant dated February 26, 2018.
3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
4. Compliance with all Police, Fire and City Engineer requirements.
5. Use of the outdoor café shall be allowed from 7:00 a.m. to 12 midnight from March 15 thru November 15 with extended hours to 2:00 a.m. on 3rd Fridays, Street Art Fair and events approved by Resolution by the City Council.
6. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
7. Umbrellas to have name of establishment on the drip-tee only, no logo's for products.
8. Occupancy is limited to 36 persons.
9. Fence to be black decorative metal.
10. Table detail to be black metal with matching chairs.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves the use of the City-Owned property for an outdoor café.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

PLANNING COMMISSION
RESOLUTION MARCH 15, 2018

RESOLUTION BY COMMISSIONER BENSON

SUPPORTED BY COMMISSIONER PARKER

RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, that the Commission reviewed the renewal application and plan for the outdoor café at 2817 Van Alstyne as requested by American Legion Post 217 (Appellant);

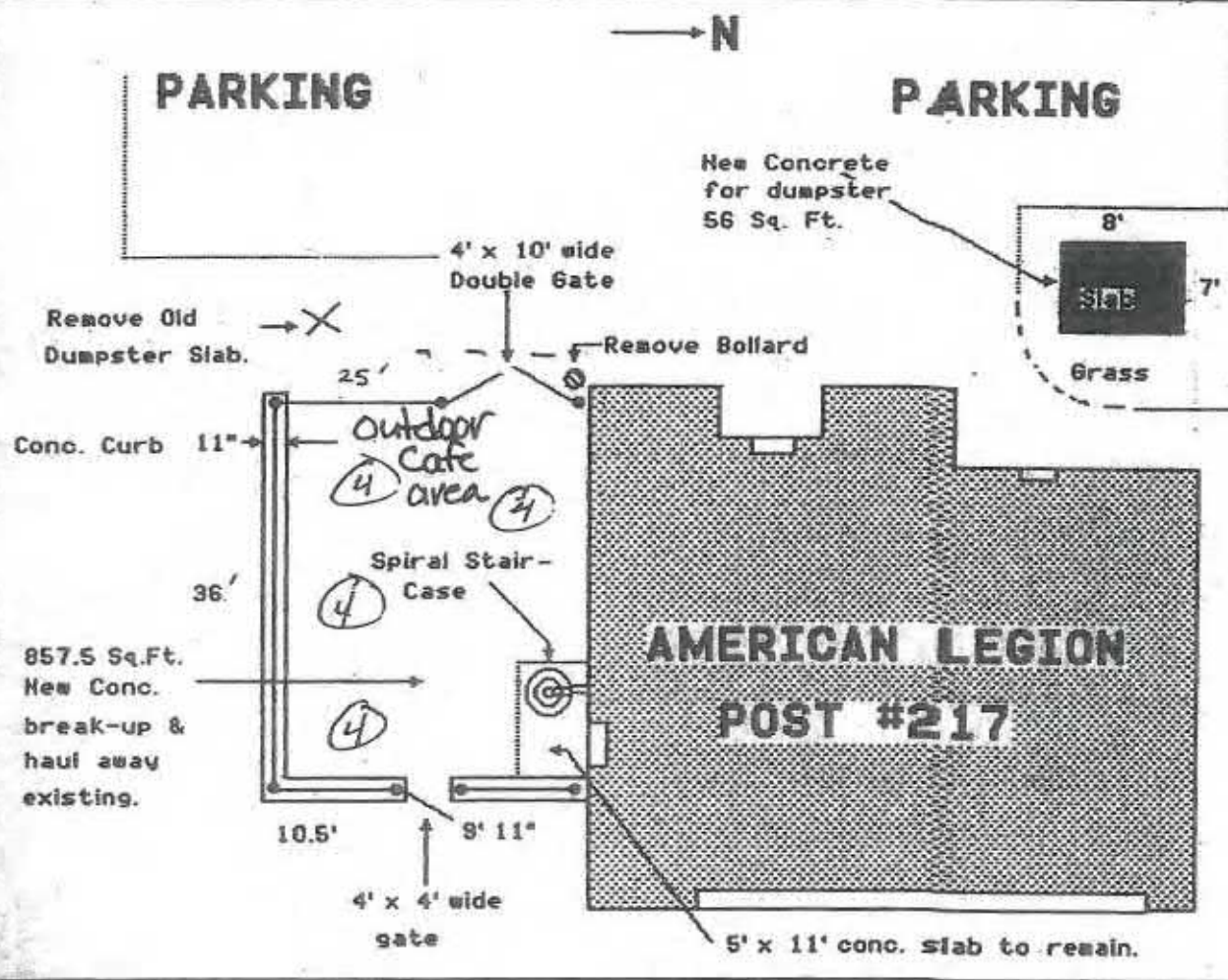
AND BE RESOLVED that the Permit for an Outdoor Café on Public Property at 2817 Van Alstyne, Wyandotte, is hereby approved with compliance of all ordinance requirements and the conditions below prior to use as an outdoor café:

1. The outdoor café is subject to all conditions applicable to an outdoor café on public property in the Central Business District (CBD) Zoning District, Section 2202.S of the City of Wyandotte's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
2. Outdoor café to be constructed in accordance with the site plan submitted by Owner/Applicant dated February 26, 2018.
3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
4. Compliance with all Police, Fire and City Engineer requirements.
5. Use of the outdoor café shall be allowed from 7:00 a.m. to 12 midnight with extended hours to 2:00 a.m. on 3rd Fridays, Street Art Fair and events approved by Resolution by the City Council from March 15 through November 15.
6. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
7. Umbrellas to have name of establishment on the drip-tee only, no logo's for products.
8. Occupancy is limited to 36 persons
9. Approval by the Wyandotte City Council for the use of City -Owned Property.

I move adoption of the foregoing resolution.

| <u>YEAS</u> | <u>MEMBERS</u> | <u>NAYS</u> |
|-------------|----------------|-------------|
| X | ADAMCYK | |
| X | BENSON | |
| X | DURAN | |
| | LUPO (Absent) | |
| X | MAYHEW | |
| X | PARKER | |
| X | PASKO | |
| X | RUTKOWSKI | |
| X | SARNACKI | |

MOTION PASSED



DETROIT RIVER

American Legion #217
2817 Van Alstyne
Wyandotte, Mi 48192
Contact: Commander
Don Howard:
734-231-2118



Owens Fence, Inc.

Owens Fence, Inc.
17114 Dix-Toledo Rd.
Brownstown, MI. 48192
734-281-1132 Fax: 734-281-4750

American Legion #217

DESIGN BY: 08/07/10

SCALE: NONE

PAGE:

REVISED: 08/14/10

FILE: American 1 of 1

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

RESOLVED that Council concurs with the recommendation of the Planning Commission to grant the request of American Legion Post #217, 2817 Van Alstyne, for an outdoor café with said club and the following conditions:

1. The outdoor café is subject to all conditions applicable to an outdoor café on public property in the Central Business District (CBD) Zoning District, Section 2202.S of the City of Wyandotte's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
2. Outdoor café to be constructed in accordance with the site plan submitted by Owner/Applicant dated February 26, 2018.
3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
4. Compliance with all Police, Fire and City Engineer requirements.
5. Use of the outdoor café shall be allowed from 7:00 a.m. to 12 midnight from March 15 thru November 15 with extended hours to 2:00 a.m. on 3rd Fridays, Street Art Fair and events approved by Resolution by the City Council.
6. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
7. Umbrellas to have name of establishment on the drip-tee only, no logo's for products.
8. Occupancy is limited to 36 persons.
9. Fence to be black decorative metal.
10. Table detail to be black metal with matching chairs.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves the use of the City-Owned property for an outdoor café.

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 9, 2018

AGENDA ITEM # 21

ITEM: Department of Engineering – Contract Extension for 2018 Concrete Street Repairs

PRESENTER: Mark Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark Kowalewski, City Engineer

BACKGROUND: The Department of Engineering has met with G.V. Cement Contracting Company of Brownstown, Michigan regarding extension of their contract for Concrete Street Reconstruction. Mr. Vince Vitale, president, has indicated G.V. Cement can again perform the concrete street repairs at the unit rates set forth in the contract with the City for file #4672.

The conditions of the contract extension would be as set forth in the attached Amendment to Contract.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of City infrastructure.

ACTION REQUESTED: Approve award of contract extension to G.V. Cement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

The work would be funded through the following

accounts totaling \$257,025:

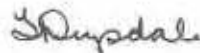
| | | |
|-------------------|-----------------|-----------|
| Major Street Fund | 202-440-825-460 | \$145,700 |
| Local Street Fund | 203-440-825-460 | \$111,325 |

This would require budget amendments of \$105,600 for account 202-440-825-460 (Major Street Fund) and \$77,312 for account 203-440-825-460 (Local Street Fund) from available fund balance (see attached spreadsheet).

IMPLEMENTATION PLAN: If approved by Council, authorize Mayor and Clerk to sign contract.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: reviewed Amended Contract. W. Look

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

Amendment to Contract, Summary of 2018 Concrete Street Repairs, Proposed Resolution, Summary 2018 Street Repair Program

MODEL RESOLUTION:

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council hereby concurs in the recommendation of the City Engineer to amend the 2015 Concrete Street Reconstruction and Alley Repair, File #4672, contract with G.V. Cement Contracting Company to include the 2018 Concrete Street Repairs as set forth in the Amendment To Contract for this work, and further, authorizes the Mayor and City Clerk to sign said amendment; FURTHER, this recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of the infrastructure.

FURTHER RESOLVED THAT the work will be funded from the 2018 budget year Major Street Fund account #202-440-825-460 (\$145,700) and Local Street Fund account 203-440-825-460 (\$111,325), with the available fund balances in each account to cover any anticipated overtures.

FURTHER RESOLVED THAT the Finance Director shall process the necessary budget amendments from the fund balances of Major Street Fund #202-440-825-460 (\$105,600) and Local Street Fund #203-440-825-460 (\$77,312).

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

AMENDMENT TO CONTRACT
2015 Concrete Street Reconstruction and Alley Repair
File #4672

ARTICLES OF AGREEMENT AMENDING the Contract made and entered into on **September 21, 2015** by and between the **CITY OF WYANDOTTE**, party of the first part, and **GV Cement Contracting Company at 20000 Dix Toledo Rd, Brownstown, Michigan 48183**, County of Wayne, State of Michigan, party of the second part, to-wit:

1. To this contract shall be added:
 - Reconstruction of Superior North (15th Street – 17th Street)
 - Concrete patching on 17th Street (Vinewood – Ford Avenue)
 - Concrete patching on 23rd Street (Pennsylvania – Grove)
 - Concrete Patching on 13th Street (Pennsylvania – Grove)
 - Concrete patching on 10th Street (Goddard – Baume)
2. The unit prices and contract conditions will remain the same as in the original contract.
3. This contract shall be increased by the estimated amount of \$257,025.00
4. Insurance policies and certificates will be submitted by the party of the second to cover the extended period of time.
5. Except as otherwise stated above, all of the terms of the original contract remain in full force and effect.

IN WITNESS THEREOF, said parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

PARTY OF THE FIRST PART

CITY OF WYADOTTE

Joseph R. Peterson, Mayor

Lawrence S. Stec, City Clerk

PARTY OF THE SECOND PART

GV Cement Contracting Company

DATE: _____

WITNESS

2018 Concrete Program

| # | Pay Item | Unit | Unit Cost | Superior (15th - 17th) | 17th (Vwood - Nline) | 23rd (Penn. - Grove) | 13th (Penn. - Grove) | 10th (Goddard - Baumeys) |
|-----------------------|--|------|---------------------|---------------------------|-------------------------|-------------------------|-------------------------|-----------------------------|
| 1 | Remove Concrete Pavement With HMA Overlay | SYD | \$8.00 | 1,200 | 1,000 | 500 | 500 | 100 |
| 2 | Remove 6-inch Concrete | SYD | \$1.50 | 110 | - | - | - | - |
| 3 | Remove 4-inch Concrete Sidewalk | SFT | \$1.50 | 100 | - | - | - | - |
| 4 | Sawcut & Remove HMA & Prep For 4-inch Concrete | SFT | \$4.00 | - | - | - | - | - |
| 5 | Remove Existing Catch Basin | EA | \$400.00 | - | - | - | - | - |
| 6 | Remove Existing Watergate/Man Hole | EA | \$1,000.00 | - | - | - | - | - |
| 7 | Install New Catch Basin | EA | \$1,600.00 | - | - | - | - | - |
| 8 | Install New Man Hole | EA | \$2,500.00 | - | - | - | - | - |
| 9 | Install New Inlet | EA | \$2,000.00 | - | - | - | - | - |
| 10 | Install 6-inch Underdrain | LFT | \$13.00 | 480 | - | - | - | - |
| 11 | Install 8-inch PVC Storm Sewer | LFT | \$42.00 | - | - | - | - | - |
| 12 | Install 12-inch PVC Storm Sewer | LFT | \$48.00 | - | - | - | - | - |
| 13 | Adjust & Seal Catch Basin | EA | \$400.00 | 1 | 8 | 6 | - | 1 |
| 14 | Adjust & Seal Existing Man Hole | EA | \$400.00 | - | 8 | 2 | - | - |
| 15 | Rebuild Existing Structure | LFT | \$360.00 | 1 | - | - | - | - |
| 16 | Earth Excavation | CYD | \$8.00 | 200 | 200 | 50 | 50 | 15 |
| 17 | 21A Stone Base | TON | \$14.00 | 120 | 350 | 100 | 100 | 25 |
| 18 | Remove and Replace Curb | LFT | \$10.00 | - | - | - | - | - |
| 19 | 6-inch Concrete Approach | SFT | \$6.00 | 110 | - | - | - | - |
| 20 | 8-inch Concrete Approach | SYD | \$45.00 | - | - | - | - | - |
| 21 | 8-inch Concrete Pavement With Dowels | SYD | \$45.00 | 1,200 | 1,000 | 500 | 500 | 100 |
| 22 | HMA Wearing Course - 36A | TON | \$150.00 | 2 | - | - | - | - |
| 24 | 4-inch Concrete Sidewalk | SFT | \$5.00 | 100 | - | - | - | - |
| 25 | 4-inch Concrete Sidewalk Ramp ADA | SFT | \$10.00 | 500 | - | - | - | - |
| 26 | ADA Detectable Warning Surface | LFT | \$60.00 | 30 | - | - | - | - |
| 27 | Re-grade and Sod | SYD | \$10.00 | 270 | - | - | - | - |
| 28 | Traffic Maintenance and Control | LS | \$10,000.00 | 1 | 1 | - | - | - |
| 29 | Clean Up | LS | \$10,000.00 | 1 | 1 | - | - | - |
| Contract Total | | | \$257,025.00 | \$105,155.00 | \$85,900.00 | \$31,500.00 | \$28,300.00 | \$6,170.00 |

(Asphalt Resurfacing, Concrete Reconstruction, & Concrete Patching)

W. Lewis Pitzerich/50018 Street Program

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council hereby concurs in the recommendation of the City Engineer to amend the 2015 Concrete Street Reconstruction and Alley Repair, File #4672, contract with G.V. Cement Contracting Company to include the 2018 Concrete Street Repairs as set forth in the Amendment To Contract for this work, and further, authorizes the Mayor and City Clerk to sign said amendment;

FURTHER, this recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of the infrastructure.

FURTHER RESOLVED THAT the work will be funded from the 2018 budget year Major Street Fund account #202-440-825-460 (\$145,700) and Local Street Fund account 203-440-825-460 (\$111,325), with the available fund balances in each account to cover any anticipated overtures.

FURTHER RESOLVED THAT the Finance Director shall process the necessary budget amendments from the fund balances of Major Street Fund #202-440-825-460 (\$105,600) and Local Street Fund #203-440-825-460 (\$77,312).

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 9, 2018

AGENDA ITEM # 22

ITEM: Department of Engineering – 2017 CDBG Asphalt Resurfacing Program

PRESENTER: Mark Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark Kowalewski, City Engineer;

BACKGROUND: Bids for the 2017 CDBG Asphalt Resurfacing Program were opened and read aloud on February 26, 2018. The recommendation is to award the contract to the low bidder, Best Asphalt, Inc. of Romulus, Michigan.

The City has been awaiting the Notice To Proceed from Wayne County for this project since February 7, 2018.

The City has been waiting for the Notice To Proceed on three CDBG housing rehabilitation projects since November 14, 2017. Therefore, I recommend that the CDBG asphalt resurfacing contract be awarded subject to approval of Wayne County and notice be sent to Terry Carroll, Director of CDBG Program, and Wyandotte's County representative Joseph Palamara to request this approval.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of City infrastructure.

ACTION REQUESTED: Approve award of contract to Best Asphalt, Inc.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The 2017 CDBG Asphalt Resurfacing Program will be partially funded by with CDBG monies from account 283-200-875-684 in the amount of \$41,342. The remaining \$127,388 will come from the Local Street Fund, account 203-440-825-460.

IMPLEMENTATION PLAN: If approved by Council, authorize Mayor and Clerk to sign contract.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

Proposed Resolution, Bid Summary, Summary of 2018 Street Repairs

MODEL RESOLUTION:

DATE: April 9, 2018

RESOLUTION by Councilperson _____

EXAMPLE:

RESOLVED by the City Council that Council agrees with the recommendation of the City Engineer and APPROVES the award to Best Asphalt for the 2017 CDBG Asphalt Resurfacing Program in the amount of \$168,730 contingent upon the City obtaining a Notice To Proceed from Wayne County for the 2017 CDBG Funds.

FURTHER RESOLVED the project will be funded from accounts 283-200-875-684 (\$41,342) and 203-440-825-460 (\$127,388).

FURTHER, a copy of this resolution be forwarded to Terry Carroll, CDBG Program Manager Wayne County, requesting the Notice To Proceed for this project as well as three housing rehabilitation projects with a copy to Wyandotte's County representative, Joseph Palamara.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Copyright © 2007 by John Wiley & Sons, Inc.

All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage or retrieval system, without permission in writing from the copyright owner.

2018 Street Repairs

(Asphalt Resurfacing, Concrete Reconstruction, & Concrete Patching)

| | Major Street Fund 202-440-825-460 | Local Street Fund 203-440-825-460 | TIFA - Major 492-200-825-460 | TIFA - Local 492-200-825-460 | CDBG 283-200-875-684 |
|------------------------------------|--------------------------------------|--------------------------------------|---------------------------------|---------------------------------|-------------------------|
| Resurfacing: | | | | | |
| 20th Street (Pine - Eureka) | | \$127,388 | | | \$41,342 |
| 5th Street (Oak - Vinewood) | \$166,829 | | \$74,457 | | |
| Walnut (Railroad - Biddle) | | | | \$519,599 | |
| Maple (14th - 9th) | | | | \$285,357 | |
| Alkali (13th - 10th) | | \$115,154 | | | |
| Vinewood (2nd - Biddle) | \$135,644 | | | | |
| Van Alstyne (Poplar - Oak) | \$130,367 | | | | |
| Sycamore (20th - 17th) | | \$115,564 | | | |
| Superior (20th - 17th) | | \$123,106 | | | |
| 20th (Eureka - Oak) | \$255,767 | | | | |
| 1st Street (Superior - Chestnut) | | | | \$95,923 | |
| Concrete Reconstruction: | | | | | |
| Superior North (17th - 15th) | | \$105,155 | | | |
| Concrete Patches: | | | | | |
| 23rd Street (Pennsylvania - Grove) | \$31,500 | | | | |
| 13th Street (Pennsylvania - Grove) | \$28,300 | | | | |
| 17th Street (Vinewood - Northline) | \$85,900 | | | | |
| 10th Street (Goddard - Baumeys) | | \$6,170 | | | |
| Railroad Approaches: | | | | | |
| Oak Street | \$48,555 | | | | |
| Vinewood | \$9,893 | | | | |
| St. Johns | \$18,564 | | | | |
| Emmons | \$8,900 | | | | |
| 2018 Subtotal Expenditures | \$920,218 | \$592,536 | \$975,335 | | \$41,342 |
| One Year Retainage | \$92,022 | \$59,254 | \$97,533 | | \$4,134 |
| 2018 Budgeted Expenditures | \$828,196 | \$533,283 | \$877,801 | | \$37,207 |
| 2018 Available Revenue | \$722,596 | \$455,971 | \$877,801 | | \$41,342 |
| Recommended Budget Amendment | \$105,600 | \$77,312 | N/A | | N/A |
| Available Fund Balance | \$450,517 | \$304,886 | N/A | | N/A |
| Remaining Fund Balance | \$344,917 | \$227,574 | N/A | | N/A |

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council agrees with the recommendation of the City Engineer and approves the award to Best Asphalt for the 2017 CDBG Asphalt Resurfacing Program in the amount of \$168,730 subject to a Notice To Proceed from Wayne County.

FURTHER RESOLVED the project will be funded from accounts 283-200-875-684 (\$41,342) and 203-440-825-460 (\$127,388).

FURTHER, a copy of this resolution be forwarded to Terry Carroll, CDBG Program Manager Wayne County, requesting the Notice To Proceed for this project as well as three housing rehabilitation projects with a copy to Wyandotte's County representative, Joseph Palamara.

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 2, 2018

AGENDA ITEM # **23**

ITEM: Phase I Preliminary Site Plan for the property at 785 Forest

PRESENTER: Stan Pasko, Chairperson Planning Commission and Mark A. Kowalewski, City Engineer
Stan Pasko

INDIVIDUALS IN ATTENDANCE: Stan Pasko, Chairperson and Mark A. Kowalewski, City Engineer

BACKGROUND: The Planning Commission received a request from Jesus Moreno, Owner, for Phase I Preliminary Site Plan approval for the proposed development at 785 Forest. The Commission held a public hearing on March 15, 2018, (see attachment minutes).

The Commission is recommending approval of the Phase I Preliminary Site Plan for the development at the 785 Forest.

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

ACTION REQUESTED: Adopt a resolution approving the Phase I Preliminary Site Plan.


BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Adopt Resolution approving the Phase I Preliminary Site Plan.

COMMISSION RECOMMENDATION: Recommendation by the Planning Commission at March 15, 2018

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: Minutes from Planning Commission meeting on March 15, 2018 and Site Plans

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date:

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communications from the Planning Commission and the City Engineer dated April 2, 2018, is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council approves the Phase I Preliminary Site Plan Option #1 for the property at 785 Forest, including the requirement to execute a Grant of License/Hold Harmless Agreement and agree to maintain the public property utilized for parking along 8th Street with their Final P.D. Plan submittal.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Chairperson Pasko asked if there was anyone else who wished to speak regarding this hearing. There being none, the hearing was closed.

PUBLIC HEARING – Request from Captain's, Owner and Appellant, requesting special approval for a Certificate of Occupancy to renew their outdoor cafe on public property at 126 Oak, Wyandotte, MI.

The communications received were read into the record.

Chairperson Pasko asked if there was anyone present who wished to speak regarding this hearing. There being none, the hearing was closed.

PUBLIC HEARING 022618 – Request from Jesus Moreno, Owner and Applicant, requesting review of the plans for the Preliminary site plan for the proposed development at 785 Forest, Wyandotte, MI,

Thomas Roberts, Thomas Roberts Architect representing the owner present.

Mr. Roberts reviewed the plans submitted and indicated that they would be changing the fences, windows, doors and use neutral earth tones for the exterior.

Chairperson Pasko indicated that they had submitted two (2) plans, and asked which plan is the preferred plan.

Mr. Roberts indicated that they would like Option #1 with 11 parking spaces.

Commissioner Benson asked if there would be 3 apartments on the ground level and 4 apartments on the 2nd floor.

Mr. Roberts indicated that was correct. Mr. Roberts continued that these are just preliminary plans and he would bring the final floor plans for the next review.

Commissioner Benson asked what the size of the units would be.

Mr. Roberts indicated that they would be one (1) bedroom 600 square feet each. Mr. Roberts indicated that the building is in good shape and this development would be really nice.

Mr. Tallerico reviewed the process of the PD District and indicated that the Commission's recommendation would be sent to the City Council and the Owner/Applicant would come back to the Commission with final plans.

Commissioner Benson asked about the parking.

Mr. Roberts indicated that they would have 11 spaces and only 9 spaces are required.

The Commission and Mr. Roberts reviewed the plans submitted.

Betty Dunn, her mother Ms. Brooks owns the property at 728 Grove. Ms. Dunn is concerned about the use of the alley and if it would be used to enter the parking lot. Ms. Dunn is

expressed further concerned about the fence at the rear. Ms. Dunn stated that the Church never had enough parking and she is concerned about their property being used.

Mr. Roberts indicated that they would be replacing the fence with a steel picket fence and the alley would not be used for parking.

Mr. Roberts reviewed the plans with Mrs. Dunn and her mother.

Chairperson Pasko asked if there was anyone else present who wished to speak regarding this hearing. There being none the hearing was closed.

PUBLIC HEARING to hear comments regarding changes to Article XXII Special Land Uses Sub-Section 2202 Special Land Uses Designated amending Section S. Outdoor Café, Sections 1 -11

Corki Benson, 404 Vinewood, Wyandotte indicated that she is representing McKinley United and the Wyandotte Community Alliance. Ms. Benson read her communication which is attached.

Bruce Yinger, 117 Chestnut, Wyandotte. Mr. Yinger indicated that he can't understand why the ordinance is being changed again when the current ordinance is not being enforced. Mr. Yinger indicated that he does not have any issues with the building, at 126 Oak but the building was designed for 300 plus people. Mr. Yinger further indicated that he understands that he lives by an entertainment district, but the operations should stay within the building.

Mr. Yinger continued that the people going to the cafes are disrespectful and the stipulations that are currently on the property are not being enforced and there should be no changes made to the ordinance at this time.

Joseph Hirsch, 144 Chestnut, Wyandotte. Mr. Hirsch indicated that extending the hours until 2:00 a.m. is a bad idea and asked how that improves the quality of life. Mr. Hirsch continued that the noise goes on well past midnight and it is unbearable.

Mr. Hirsch indicated that there are people out on the café at Captain's past midnight smoking and there is no one in the building. Mr. Hirsch stated that Captain's is a repeated violator of the Ordinance and state law. Mr. Hirsch submitted a list of events that he witnessed of issues at Captain's.

John Howey, owner of 114 Oak Street representing the tenants of the Edinger Apartments. Mr. Howey indicated that his family has owned the building for 50 years and the tenants have issues with people smoking and the smoking going into their apartments and it is not fair for them to live with second hand smoke. Mr. Howey indicated that he feels they are in violation of the Smoke Free Law in Michigan.

Mr. Howey stated that the tenants are also dealing with noise from the use of the café and the café is used well past midnight and any changes to the ordinance should be denied.

Mary Guilloz, 145 Chestnut. Ms. Guilloz indicated that she does not understand why the Ordinance is being reviewed because a 23 year old girl was not happy and submitted a petition. Ms. Guilloz indicated that she and her husband have lived in Wyandotte their whole lives and she does not feel it should be changed.

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

REVISED

March 12, 2018

Stan Pasko, Chairperson
Wyandotte Planning Commission
3200 Biddle Avenue
Wyandotte, Michigan

RE: 785 Forest
Wyandotte, Michigan

Dear Chairperson Pasko:

The Department of Engineering and Building has reviewed the Preliminary P.D. Plans for the proposed redevelopment of the former St. Helena's Church at 785 Forest as submitted by Thomas Roberts Architect, LLC and the plans meet the requirements of Planned Development District (PD).

Since both options will require the use of the Public Right-of-Way for the required parking, I recommend that the owner be required to execute a Grant of License/Hold Harmless Agreement and agree to maintain the public property utilized for parking indicated along 8th Street with their Final P.D. Plan submittal. This is provided for in Section 2004.A of the Ordinance.

If you have any questions, feel free to contact the undersigned.

Very truly yours,

Mark A. Kowalewski,
City Engineer

MAK:kr

RESOLUTION OPTION 1
RESOLUTION PLANNING COMMISSION
MARCH 15, 2018

RE: Resolution for the Stage 1 Preliminary Site Plan for the project at 785 Forest,
Wyandotte, Michigan

RESOLUTION BY COMMISSIONER BENSON

SUPPORTED BY COMMISSIONER MAYHEW

WHEREAS, the Planning Commission received an application for the redevelopment of the property at 785 Forest for seven (7) residential units; and

WHEREAS, the preliminary site plan for the 785 Forest generally meets the criteria of the City of Wyandotte's Zoning Map in terms of the Planned Development District in that the PD District reflects the Master Plan which designates said area for low density residential; and

WHEREAS, on March 15, 2018, the Planning Commission of the City of Wyandotte, held a Public Hearing with proper notice, in accord with the requirements of Act 207 of 1921 as amended;

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, to recommend to City Council that Stage 1 preliminary site plan for the project located at 785 Forest (Plans submitted by Thomas Roberts Architect, LLC – A001; A002; A003 (Option 1); A100; A101; A102; A300; A301) be accepted and **approves** subject to the findings the conditions as set forth in the City Engineer's communication dated March 12, 2018.

I move adoption of the foregoing resolution.

| <u>YEAS</u> | <u>MEMBERS</u> | <u>NAYS</u> |
|-------------|----------------|-------------|
| X | ADAMCYK | |
| X | BENSON | |
| X | DURAN | |
| | LUPO (Absent) | |
| X | MAYHEW | |
| X | PARKER | |
| X | PASKO | |
| X | RUTKOWSKI | |
| X | SARNACKI | |

MOTION PASSED

St. Helena Church Adaptive Reuse

Multi Family Residential

785 Forest St., Wyandotte, MI 48192



owner
Jesus Moreno
785 Forest St.
Wyandotte, MI 48192

architect
THOMAS ROBERTS ARCHITECT, LLC
2327 4th Street
Wyandotte, Michigan 48192
734.253.4033

Drawing Index

| | |
|------|--------------------|
| | Cover Sheet |
| A001 | Photo Board |
| A002 | Existing Site Plan |
| A003 | Parking Option 1 |
| A004 | Parking Option 2 |
| A005 | First Floor Plan |
| A006 | Second Floor Plan |
| A007 | Roof Plan |
| A008 | Elevations |
| A009 | Sections |



February 16, 2018



17046.0

Planning Commission / Site Plan Approval



West Elevation - Looking East

1 Existing Site Photo
A001



West Elevation - Looking Northeast

2 Existing Site Photo
A001



Parking Area Along Eighth Street - Looking North

3 Existing Site Photo
A001



South Elevation - Looking North

4 Existing Site Photo
A001



South Elevation - Looking Northwest

5 Existing Site Photo
A001



East Elevation - Looking Northwest

6 Existing Site Photo
A001



Northeast Corner - Looking West

7 Existing Site Photo
A001



West Elevation - Looking Southeast

8 Existing Site Photo
A001

THOMAS
ROBERTS
ARCHITECT, LLC
2007 4th Street
Wyandotte, MO 64102
(774) 250-4030

| REVISIONS | REVISIONS | REVISIONS | REVISIONS |
|-----------|-----------|-----------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

REVISIONS

REVISIONS

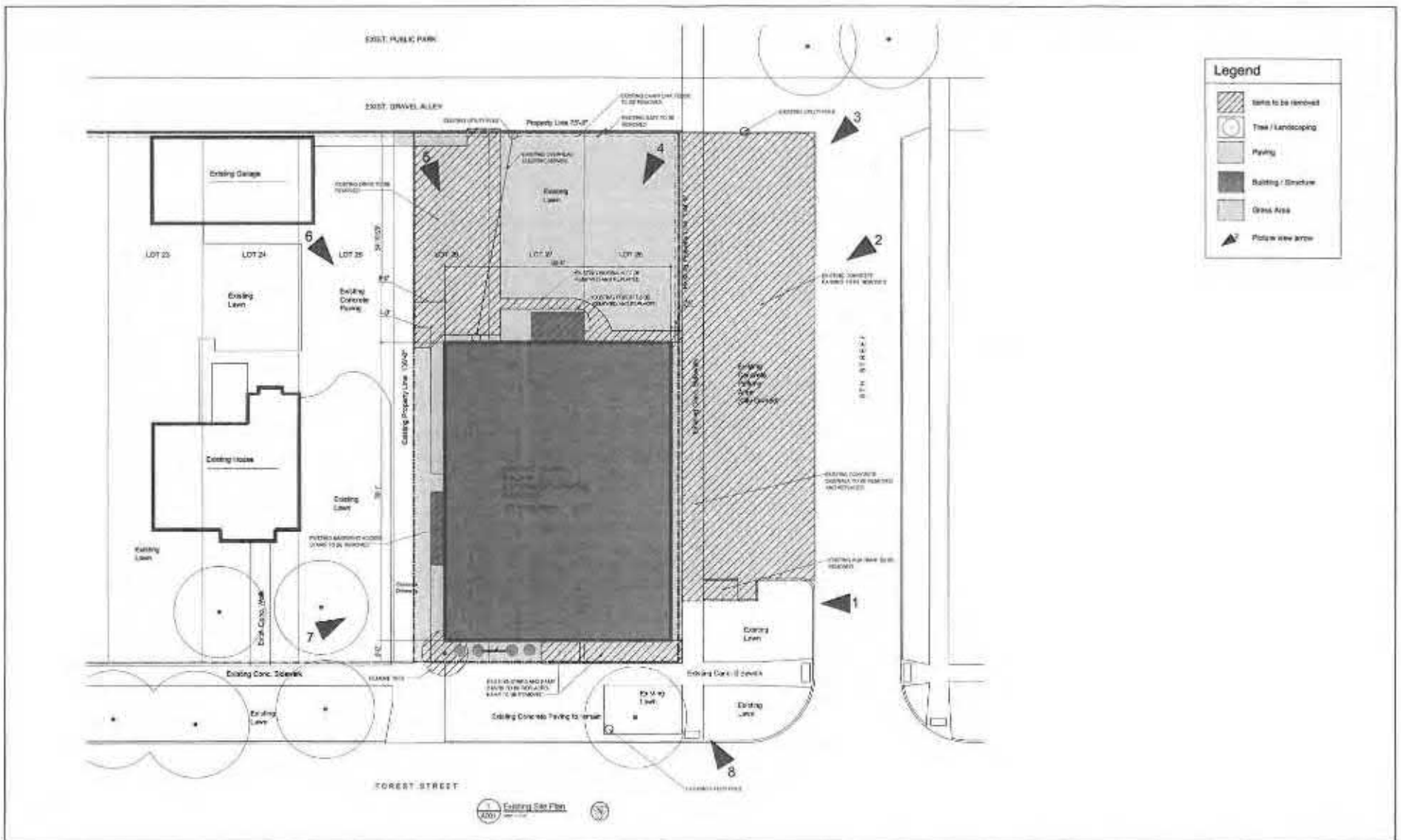
REVISIONS

St. Helena Church
785 Forest Street
Wyandotte, Michigan

print date: 02.16.2016

TR
WD
WD
RP

02/17/16
17046
A001



THOMAS
ROBERTS
ARCHITECT, LLC
2807 4th Street
Wyandotte, MI 48186
(313) 250-4330

| DATE | DESCRIPTION | BY | CHKD |
|----------|----------------------------|----|------|
| 02-17-18 | Planning Consultant / Site | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

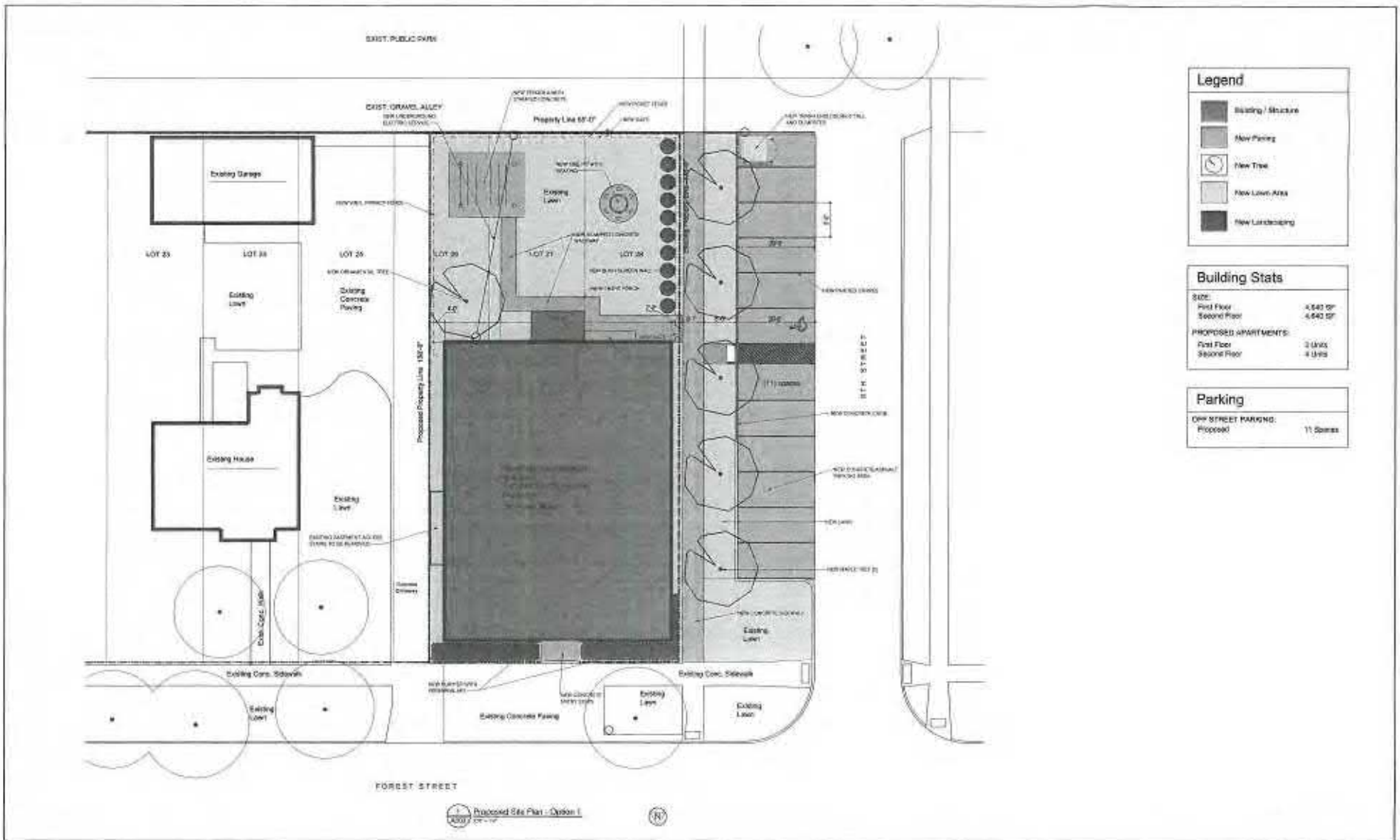
ISSUANCES REVISIONS

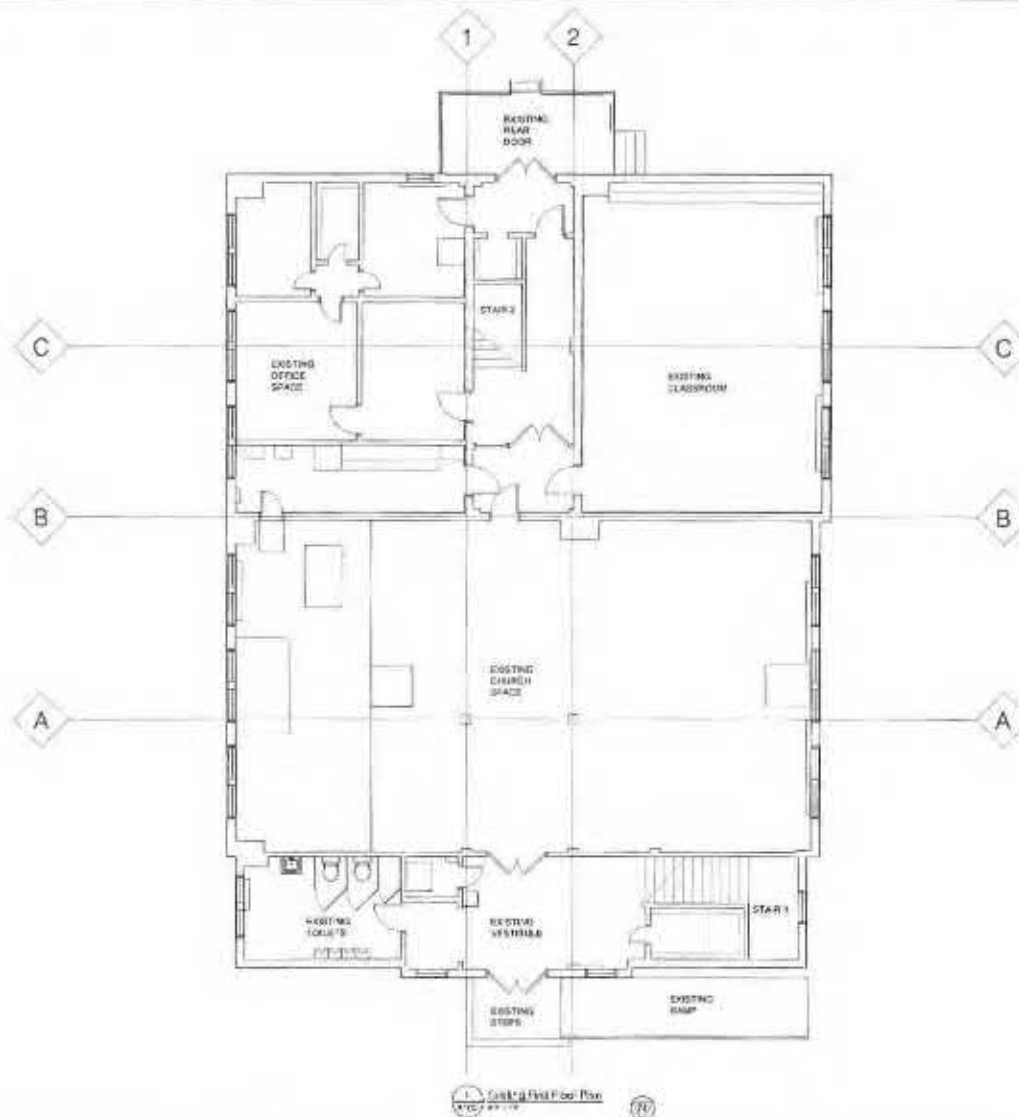
St. Helena Church
760 Forest Street
Wyandotte, Michigan

print date: 02.16.2018

TR
WD
WD
RP

02/17/18
1/15/18
A002





1 Existing First Floor Plan
 1/16/16

THOMAS
 ROBERTS
 ARCHITECT, LLC
 2017 4th Street
 Wyandotte, MI 48186
 (734) 230-4000

| DATE | REVISION/DESCRIPTION | BY | CHK |
|------|----------------------|----|-----|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

ISSUED

REVISED

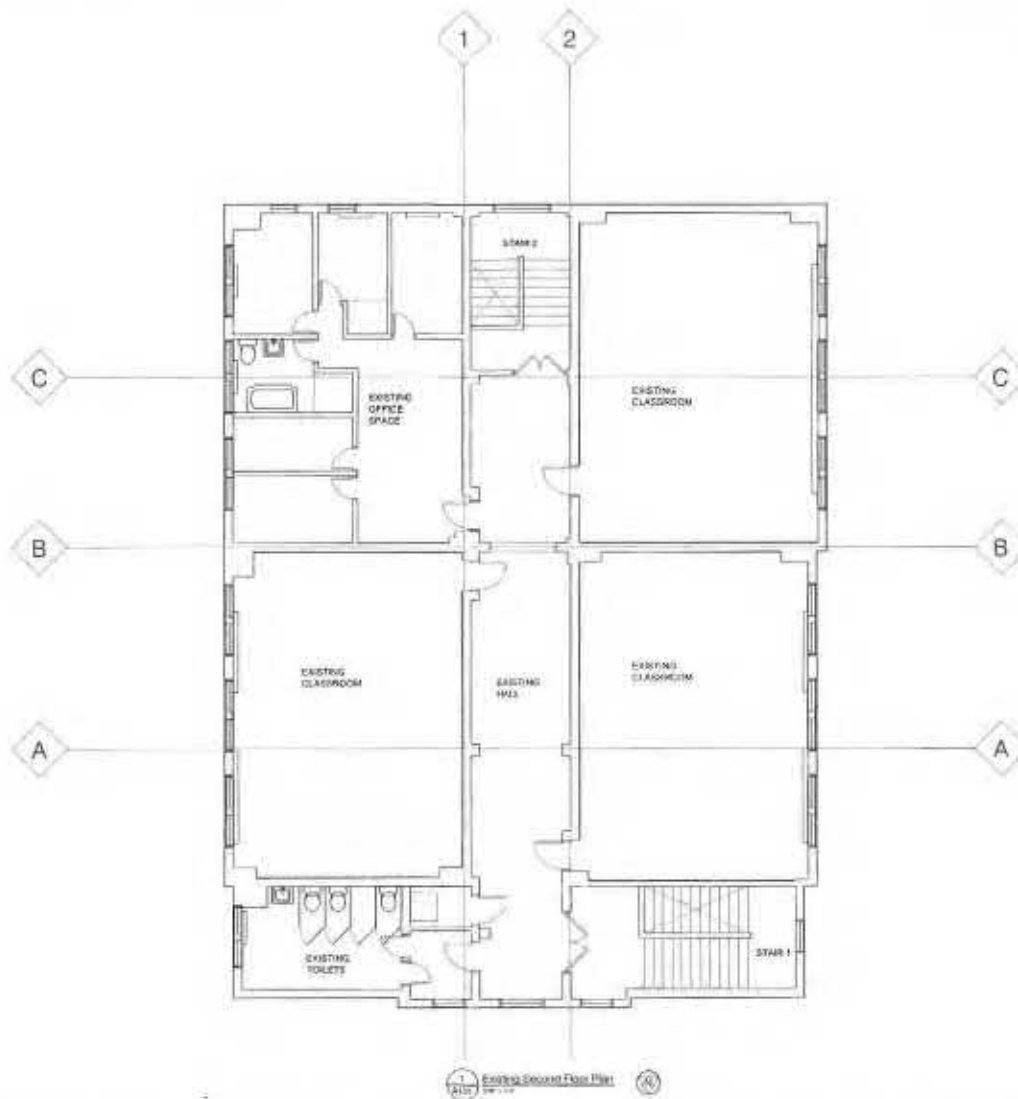
TR

St. Helena Church
 360 Forest Street
 Wyandotte, Michigan

TR
 WD
 WD
 RP

06/17/16
 1/20/16
A100

print date: 02.19.2016



THOMAS
ROBERTS
ARCHITECT, LLC
237 4th Street
Wyandotte, MI 48197
(313) 270-4532

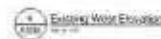
| REVISIONS | DATE | BY | APP'D |
|-----------|------|----|-------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

St. Helena Church
755 Forest Street
Wyandotte, Michigan

TR
PROJECT MANAGER
WD
ARCHITECT
WD
ENGINEER
RP
PLUMBER

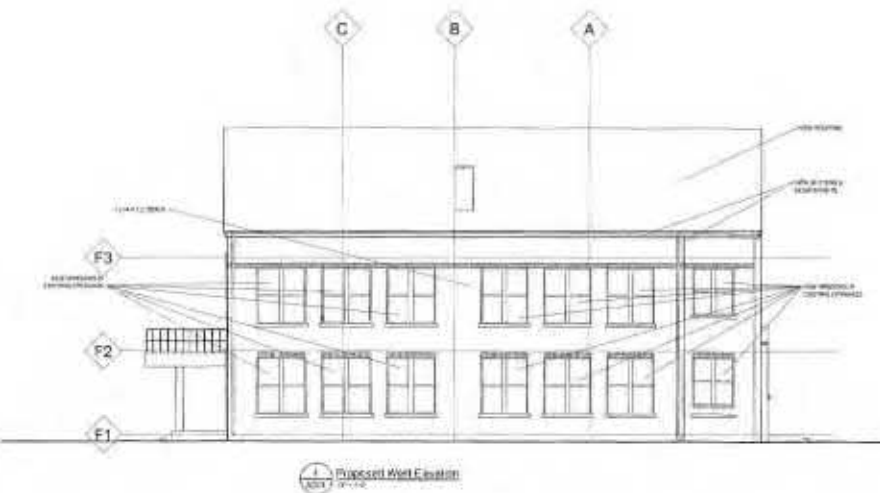
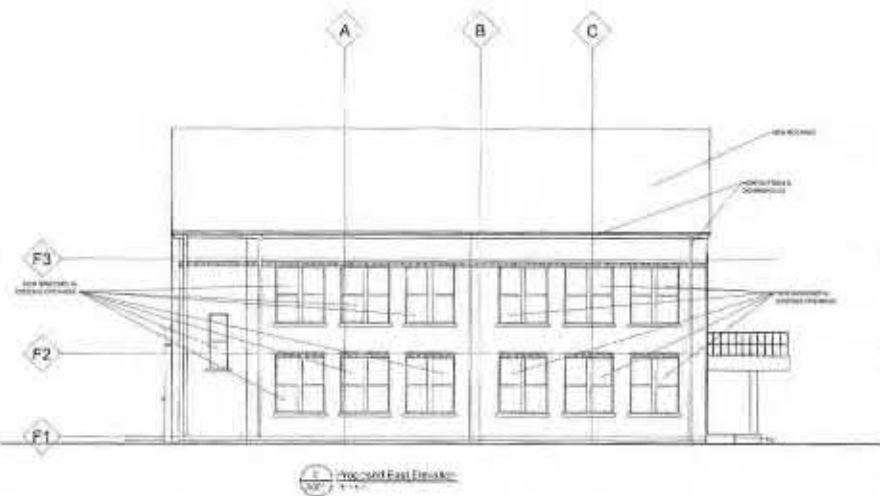
02/17/18
Rev
17046
JLB
A101
Sheet Number

print date: 02-16-2018



02/17/18
17:35
A300

print date: 07-16-2018



02/17/18
17048
A301

print date: 02-16-2018

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

RESOLVED that the communications from the Planning Commission and the City Engineer dated April 2, 2018, is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council approves the Phase I Preliminary Site Plan Option #1 for the property at 785 Forest, including the requirement to execute a Grant of License/Hold Harmless Agreement and agree to maintain the public property utilized for parking along 8th Street with their Final P.D. Plan submittal.

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, MICHIGAN
CERTIFIED RESOLUTION
2018-122**

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: March 26, 2018

MOVED BY: Councilperson Alderman

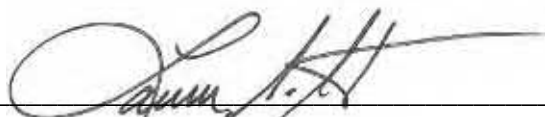
SUPPORTED BY: Councilperson Calvin

BE IT RESOLVED that the first reading of Ordinance Amendment #1461 regarding Appendix F –
Rodentproofing will be held at the March 26, 2018 meeting of the City Council.

Motion unanimously carried.

ABSENT: Councilperson Maiani

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 March 26, 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

APPENDIX F

RODENTPROOFING

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note: Code change proposals to this appendix will be considered by the IBC – Structural Code Development Committee during the 2016 (Group B) Code Development Cycle. See explanation on page iv.

SECTION F101 GENERAL

F101.1 General. Buildings or structures and the walls enclosing habitable or occupiable rooms and spaces in which people live, sleep, or work, or in which feed, food, or food-stuff is stored, prepared, processed, served, or sold shall be constructed in accordance with this section. Other buildings are subject to these requirements as provided in section F101.1.1 of the code.

R 408.30495

F101.1.1 Additional buildings. In a community that has a vermin infestation program for the eradication of vermin enacted by local ordinance, all buildings identified within such an ordinance shall be constructed in accordance with this section.

R 408.30495

F101.2 Foundation wall ventilation openings. Foundation wall ventilation openings shall be covered for their height and width with perforated sheet metal plates no less than 0.070 inch (1.8 mm) thick, expanded sheet metal plates not less than 0.047 inch (1.2 mm) thick, cast-iron grills or grating, extruded aluminum load-bearing vents or with hardware cloth of 0.035 inch (0.89 mm) wire or heavier. The openings therein shall not exceed $\frac{1}{4}$ inch (6.4 mm).

F101.3 Foundation and exterior wall sealing. Annular spaces around pipes, electric cables, conduits or other openings in the walls shall be protected against the passage of rodents by closing such openings with cement mortar, concrete masonry or noncorrosive metal.

F101.4 Doors. Doors on which metal protection has been applied shall be hinged so as to be free swinging. When closed, the maximum clearance between any door, door jambs and sills shall be not greater than $\frac{3}{8}$ inch (9.5 mm).

F101.5 Windows and other openings. Windows and other openings for the purpose of light or ventilation located in exterior walls within 2 feet (610 mm) above the existing ground level immediately below such opening shall be covered for their entire height and width, including frame, with hardware cloth of at least 0.035-inch (0.89 mm) wire or heavier.

F101.5.1 Rodent-accessible openings. Windows and other openings for the purpose of light and ventilation in the exterior walls not covered in this chapter, accessible to rodents by way of exposed pipes, wires, conduits and other appurtenances, shall be covered with wire cloth of at least

0.035-inch (0.89 mm) wire. In lieu of wire cloth covering, said pipes, wires, conduits and other appurtenances shall be blocked from rodent usage by installing solid sheet metal guards 0.024 inch (0.61 mm) thick or heavier. Guards shall be fitted around pipes, wires, conduits or other appurtenances. In addition, they shall be fastened securely to and shall extend perpendicularly from the exterior wall for a minimum distance of 12 inches (305 mm) beyond and on either side of pipes, wires, conduits or appurtenances.

F101.6 Pier and wood construction.

F101.6.1 Sill less than 12 inches above ground. Buildings not provided with a continuous foundation shall be provided with protection against rodents at grade by providing either an apron in accordance with Section F101.6.1.1 or a floor slab in accordance with Section F101.6.1.2.

F101.6.1.1 Apron. Where an apron is provided, the apron shall be not less than 8 inches (203 mm) above, nor less than 24 inches (610 mm) below, grade. The apron shall not terminate below the lower edge of the siding material. The apron shall be constructed of an approved nondecayable, water-resistant rodentproofing material of required strength and shall be installed around the entire perimeter of the building. Where constructed of masonry or concrete materials, the apron shall be not less than 4 inches (102 mm) in thickness.

F101.6.1.2 Grade floors. Where continuous concrete-grade floor slabs are provided, open spaces shall not be left between the slab and walls, and openings in the slab shall be protected.

F101.6.2 Sill at or above 12 inches above ground. Buildings not provided with a continuous foundation and that have sills 12 inches (305 mm) or more above ground level shall be provided with protection against rodents at grade in accordance with any of the following:

1. Section F101.6.1.1 or F101.6.1.2.
2. By installing solid sheet metal collars at least 0.024 inch (0.6 mm) thick at the top of each pier or pile and around each pipe, cable, conduit, wire or other item that provides a continuous pathway from the ground to the floor.
3. By encasing the pipes, cables, conduits or wires in an enclosure constructed in accordance with Section F101.6.1.1.

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

AN ORDINANCE ENTITLED

AN ORDINANCE TO ADOPT APPENDIX F RODENTPROOFING OF THE 2015 MICHIGAN BUILDING CODE

THE CITY OF WYANDOTTE ORDAINS:

Section 1.

That a certain document, one (1) copy of which is on file in the Office of the City Clerk of the City of Wyandotte, 3200 Biddle Avenue, Wyandotte, Michigan 48192 being marked and designated as Appendix F Rodentproofing from the 2015 Michigan Building Code is hereby referred to, adopted and made a part hereof, as if fully set out in this Ordinance.

Section 2.

The purpose of Appendix F is to eradicate vermin infestation by requiring certain construction measures for foundation wall ventilation openings, foundation and exterior wall sealing, door clearance, windows and other openings clearances and pier and wood construction.

Section 3 .

Nothing in this Ordinance or in the Code hereby adopted 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 4.

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 5.

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 6. Effective Date.

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and a notice of ordinance adoption shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this ordinance and Appendix F may be inspected or obtained at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

RESOLUTION

DATE: April 9, 2018

RESOLUTION by Councilperson _____

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

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

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

Reports & Minutes

04/03/2018 04:41 PM

User: ktrudell

DB: Wyandotte

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 1/2

Post Date from 04/03/2018 - 04/03/2018 Open Receipts

| Receipt # | Date | Cashier | Wkstn | Received Of | Amount |
|---|--------|------------|--------------------------------|---|-----------------------------|
| Description | | | | Distribution | |
| O AC | 642222 | 04/03/2018 | ktrudell F2 101-000-001-000 | MUSIC-THORNFELT, PATRICIA 101-000-257-078 Reserve-Animal Care | 25.00 CITY CHECK 2490 |
| DONATION INTENDED FOR POUND PALS BUT MADE PAYABLE TO WYAN ANIMAL SHELTER REC# 256224 (NOT REIMBURSING POUND PALS) | | | | | |
| O AC | 642226 | 04/03/2018 | ktrudell F2 101-000-001-000 | ROCKENSUESS, HOLLY 101-000-257-078 Reserve-Animal Care | 25.00 CITY CHECK 1294 |
| DONATION INTENDED FOR POUND PALS BUT MADE PAYABLE TO WYAN ANIMAL SHELTER REC# 256225 (NOT REIMBURSING POUND PALS) | | | | | |
| O RE | 642231 | 04/03/2018 | ktrudell F2 101-000-001-000 | SCHREIBER & GRIER PC 101-000-655-040 RECEIPTS-MISCELLANEOUS | 113.34 CITY CHECK 10205 |
| RESCUE COLLECTION MIDWEST AUDIT ACCT OUT OF BUSINESS WRITTEN OFF LOCKLEAR REC# 256226 | | | | | |
| O MZ | 642236 | 04/03/2018 | ktrudell F2 101-000-001-000 | CORPORATE BILLING LLC 101-448-825-431 Garage-Other Vehicle Maint | 313.76 CITY CHECK 33379 |
| REFER PETERBILT REFUND INV#R147972- ACCT HAS CREDIT GREATER THAN THIS INV REC# 256227 | | | | | |
| O EP | 642237 | 04/03/2018 | ktrudell F2 731-000-001-000 | CITY OF WYANDOTTE 731-000-392-040 Res. Police & Fire Employee | 586.71 CITY CHECK 129619 |
| POLICE DEFINED BENEFIT REC# 256228 | | | | | |
| O MZ | 642238 | 04/03/2018 | ktrudell F2 202-000-001-000 | WAYNE COUNTY TREAS 202-000-202-000 A/P - ACCRUED | 6,861.90 CITY CHECK 2537344 |
| TRAFFIC SIGNAL CREDITS OCT-DEC 2017 REC# 256229 | | | | | |
| O MZ | 642255 | 04/03/2018 | ktrudell F2 731-000-001-000 | FEF SETTLEMENT FUND 731-000-655-010 Interest Earnings | 34.03 CITY CHECK 1449833 |
| SECURITIES SETTLEMENT REC# 256230 | | | | | |
| O COBRA | 642256 | 04/03/2018 | ktrudell F2 732-000-001-000 | ITIDIUM INC 732-000-231-020 Payroll W/H-Hospital Insur | 207.50 CITY CHECK 081805 |
| COBRAGUARD MEYRING, CARPENTER REC# 256231 | | | | | |
| Total of 8 Receipts | | | | | 8,167.24 |

User: ktrudell

Post Date from 04/03/2018 - 04/03/2018 Open Receipts

DB: Wyandotte

| Receipt # | Date | Cashier | Wkstn | Received Of | Amount |
|-------------|------|---------|-------|--------------|--------|
| Description | | | | Distribution | |

*** TOTAL OF CREDIT ACCOUNTS ***

| | |
|---|-----------------|
| 101-000-257-078 Reserve-Animal Care | 50.00 |
| 101-000-655-040 RECEIPTS-MISCELLANEOUS | 113.34 |
| 101-448-825-431 Garage-Other Vehicle Maintenance | 313.76 |
| 202-000-202-000 A/P - ACCRUED | 6,861.90 |
| 731-000-392-040 Res. Police & Fire Employee Contrib | 586.71 |
| 731-000-655-010 Interest Earnings | 34.03 |
| 732-000-231-020 Payroll W/H-Hospital Insurance | 207.50 |
| TOTAL - ALL CREDIT ACCOUNT | 8,167.24 |

*** TOTAL OF DEBIT ACCOUNTS ***

| | |
|-----------------------------------|-----------------|
| 101-000-001-000 Cash | 477.10 |
| 202-000-001-000 Cash | 6,861.90 |
| 731-000-001-000 Cash | 620.74 |
| 732-000-001-000 Cash | 207.50 |
| TOTAL - ALL DEBIT ACCOUNTS | 8,167.24 |

*** TOTAL BY FUND ***

| | |
|------------------------------|-----------------|
| 101 General Fund | 477.10 |
| 202 Major Street Fund | 6,861.90 |
| 731 Retirement System Fund | 620.74 |
| 732 Retiree Health Care Fund | 207.50 |
| TOTAL - ALL FUNDS: | 8,167.24 |

*** TOTAL BY BANK ***

| | | |
|---|---------------------------|-----------------|
| GEN GENERAL OPERATING FUND | <u>Tender Code/Desc.</u> | |
| | (CCK) CITY CHECK | 477.10 |
| | TOTAL: | 477.10 |
| RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM | (CCK) CITY CHECK | 828.24 |
| | TOTAL: | 828.24 |
| SPEC SPECIAL REVENUE FUNDS | (CCK) CITY CHECK | 6,861.90 |
| | TOTAL: | 6,861.90 |
| | TOTAL - ALL BANKS: | 8,167.24 |

*** TOTAL OF ITEMS TENDERED ***

| | | |
|--|--------------------------|-----------------|
| | <u>Tender Code/Desc.</u> | |
| | (CCK) CITY CHECK | 8,167.24 |
| | TOTAL: | 8,167.24 |

*** TOTAL BY RECEIPT ITEMS ***

| | |
|-----------------------------------|-----------------|
| (2) AC: RESERVE-ANIMAL CARE/POUND | 50.00 |
| (1) EP: PD EMPLOYEE PENSION CONTR | 586.71 |
| (3) MZ: MISC CASH/VARIOUS | 7,209.69 |
| (1) RE: RECEIPTS-MISCELLANEOUS | 113.34 |
| (1) COBRA: COBRA GUARD (ITIDIUM) | 207.50 |
| TOTAL - ALL RECEIPT ITEMS: | 8,167.24 |

March 21, 2018

Wyandotte Municipal Services Commission
Regular Meeting Minutes

A regular session of the Municipal Services Commission of the City of Wyandotte, Michigan was held at the office of the Commission on Wednesday, March 21, 2018 at 5:00 PM.

Roll Call: Present: Commissioner-Bryan Hughes
Leslie Lupo-Excused
Carolyn Harris
Robert J. Thiede
Paul Gouth

Interim General Manager & Secretary - Paul LaManes

Also, Present- Steve Colwell- CATV
Amber Sutphin
Steve Timcoe
Charlene Hudson
Chris Brohl
Dave Fuller

Approval of Minutes:

MOTION by Commissioner Thiede and SECONDED by Commissioner Harris to approve the March 7, 2018 regular meeting minutes of the Municipal Services Commission.

Commissioner Hughes asked that the roll be attached. No objections were made.
Minutes approved

Hearing of Public Concerns:

None

Resolution # 3-2018-2

MOTION By Commissioner Thiede and seconded by Commissioner Gouth to authorize the Interim General Manager to purchase portable radios and the associated equipments to insure unified communications across all WMS utilities in an amount not to exceed \$32,961.18 through its sole source, Herkimer Radio Services, along with transaction the appropriate capital budget amendments, as recommended by WMS Management.

Commissioner Hughes asked that the roll be called.

YEAS: Commissioner Hughes, Harris, Thiede and Gouth

NAYS: None

Motion passes

Resolution # 3-2018-3

MOTION by Commissioner Gouth and Seconded by Commissioner Thiede to authorize the Interim General Manager to execute a contract with North American Dismantling Corp., the lowest bidder, for an amount not to exceed 1,300,000 for the removal of obsolete power plant equipment as detailed

March 21, 2018

Wyandotte Municipal Services Commission
Regular Meeting Minutes

in Bid #4727 including the optional scope of the reclaim areas, as recommended by WMS Management.

Commissioner Hughes asked that the roll be called.

YEAS: Commissioner Hughes, Harris, Thiede and Gouth

NAYS: None

Motion passes

Resolution # 3-2018-4

MOTION by Commissioner Thiede and Seconded by Commissioner Gouth to authorize the Interim General Manager to contract with Seaway Mechanical Contractors, Inc., a sole source, to remove, dispose of and cap the BASF steam line for an amount not to exceed \$74,956 and to execute the removal of the right-of-way and easement on the BASF site related to at the steam service line, as recommended by WMS Management.

Commissioner Hughes asked that the roll be called.

YEAS: Commissioner Hughes, Harris, Thiede and Gouth

NAYS: None

Motion passes

Reports and Communications:

None

Approval of Vouchers:

MOTION by Commissioner Harris and seconded by Commissioner Lupo that the vouchers be paid as submitted.

#5345- \$ 593,325.90

Commissioner Hughes asked for the roll to be called for approval of the vouchers.

YEAS: Commissioner Hughes, Harris, Thiede and Gouth

NAYS: None

Vouchers approved

Late Items:

On behalf of WMS, Interim General Manager Paul LaManes would like to send his condolences to Steve Colwell and his family for the loss of his father Tom Colwell.

Next Regular Meeting - Wednesday, April 4, 2018 at 5 PM

Motion by Commissioner Gouth and seconded by Commissioner Thiede to now adjourn the regular meeting at 5:07PM. Roll attached, no objections to adjournment of meeting.

March 21, 2018

Wyandotte Municipal Services Commission
Regular Meeting Minutes

X 

Paul LaManes
Interim General Manager/Secretary

WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Wednesday, March 14, 2018 pm at 5:30 pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

Members Present:

President Margaret Loya
Commissioner Wally Merritt
Commissioner Tom DeSana

Excused:

Secretary Ron Adams
Vice President Ronco

Also Present:

Sup't of Recreation Justin N. Lanagan
Recreation Secretary Aimee Garbin

A motion was made by Commissioner DeSana and supported by Commissioner Merritt to approve the minutes of the previous meeting.

PERSONS IN THE AUDIENCE:

None

CORRESPONDENCE:

1. Thank you card from Wyandotte FOP Lodge #111 for the golf gift certificates donation.
2. Thank you letter From the Downriver Corps & Community Center for the food donation.

INTERDEPARTMENTAL:

None

COUNCIL RESOLUTIONS:

1. Council Resolution dated February 26, 2018 approving the application of Maple Leaf Amusements and for the use of the Yack Arena Parking Lot (both sides) on May 24th – May 28th, 2018.
2. Council Resolution dated February 26, 2018 concurring with the Superintendent Lanagan to extend the Bishop Concession Agreement one year to Saif Alghathie.

REPORTS AND MINUTES:

Arena Report January 2018: \$724.00 Open Skating.....\$13,188.00 Ice Rental..... \$7,834.01
Concession.....\$35.00 Skating Lessons.....\$1,987.20 Sign Rentals.....\$2,189.00 Summer
Rentals.

Senior Van Report: February 2018

Account Breakdown Pay Period ending 2/4/2018 & 2/18/2018

Tele-care: February 2018

Senior Friendship Club January Treasurers Report: Savings Account Balance \$575.19 & Checking
Account Balance \$4,508.28

SPECIAL ORDER:

Commission discussed with Superintendent Lanagan:

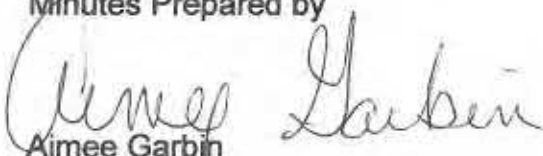
- Superintendent Lanagan introduced Matt Dillon, the new Arena Foreman.
- Superintendent Lanagan discussed the Special Events update. The 3rd Friday event in March is St. Patrick's Day themed. The St. Patrick's Party & Leprechaun Crawl will be held on Friday, March 16th and Saturday, March 17th with 50 Amp Fuse as part of the festivities. April's Third Friday Event will be an Earth Day Celebration with the theme of recycling. Superintendent Lanagan stated the Special Events office is also currently working on the Komaki program with

middle school students arriving in May and the adults arriving in August. The Street Art Fair applications are available as well as the jury process for Artists and Crafters has begun. The Special Events Office is also organizing upcoming events such as the Fishing Derby and the 4th of July Parade.

- Superintendent Lanagan updated Commission on the Ralph Wilson Foundation Grant. Superintendent Lanagan stated he and Todd Drysdale had a meeting with two representatives of the foundation and while they were not the ones that decide if applications are approved, they were there to make sure the application was as ready as possible to go in front of the grant application committee. The representatives stated the application had a few minor things that needed to be adjusted, but overall was a very good application.
- Superintendent Lanagan stated a Girl Scout who was previously a learn to skate student is working towards her Silver Award and has to do a big project. Her vision was to earn enough money through fundraising to purchase rental skates for the Yack Arena. Superintendent Lanagan stated it was a lofty goal as skates are very expensive. He suggested she set a goal to raise enough funds to purchase approximately 6-10 pairs of skates. These skates would be made available to those interested in signing up for Learn to Skate but were hesitant to make the commitment due to the high cost of skates. Superintendent Lanagan stated he would offer the warming room or Copeland center at no cost for the spaghetti fundraiser.
- Superintendent Lanagan discussed that Bill Wierich of the Municipal Golf League asked if memberships could be used towards their league greens. Superintendent Lanagan stated he contacted Riverview and they were allowing memberships to cover the cost of league green fees. Superintendent Lanagan stated he didn't think it was a bad idea and try for one year. Commissioner Merritt motioned, Commissioner DeSana seconded.
- Superintendent Lanagan stated Len Moscynski asked if the Wyandotte Boat Club could use two golf carts on Friday and Saturday, the weekends of April 27th and 28th and May 4th and 5th, 2018 for the rowing regattas. Superintendent Lanagan stated the Boat club has used the golf carts for past regattas and the golf carts are locked up at night. Commission agreed to allow the Boat Club to use two carts.

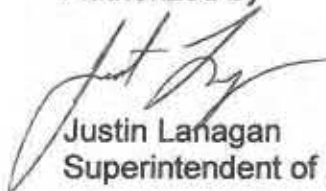
There being no further business to discuss, a motion was made by Commissioner DeSana and supported by President Loya to adjourn the meeting at 5:58 pm.

Minutes Prepared by



Aimee Garbin
Recreation Secretary

Authorized by



Justin Lanagan
Superintendent of Recreation

2018 Wyandotte Recreation Commission Meetings @ Yack Arena

2nd Wednesday @ 5:30 pm

April 11th

May 9th

June 13th

**July 18th (Third Wednesday)

August 8th

December 12th

2nd Tuesday @ 7:30 pm

September 11th

October 9th

November 13th