



# **AGENDA**

REGULAR SESSION

MONDAY, NOVEMBER 12, 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**

## **PUBLIC HEARINGS**

## **UNFINISHED BUSINESS**

## **CALL TO THE PUBLIC**

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

## **CONSENT AGENDA**

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

1. Approval of Council Meeting Minutes – October 29, 2018
2. Holiday Performance Contract – Carey Ann’s Clown Caravan
3. Event Approvals:
  - a. 2019 Skip Clack Fishing Derby
  - b. 2019 Independence Day Parade
  - c. 2019 Wyandotte Street Art Fair
  - d. 2019 Christmas Parade & Tree Lighting
4. 2019 WSAF Zapplication Renewal Agreement

## **NEW BUSINESS**

5. Wine Dotte Bistro Patio Equipment – K. Goreta
6. Purchase Agreement – 1756-1762 4<sup>th</sup> St.
7. NEZ Application – 1760 4<sup>th</sup> St.
8. #4730 Contract Extension – Tree Cutting & Stump Removal
9. Final Reading #1467: Art. II, §201 - Specific Terms and Art. XXIV – General Provisions, §2403 Parking Requirements

## **BILLS & ACCOUNTS**

## **REPORTS & MINUTES**

Daily Cash Receipts	October 25, 2018
Municipal Services Commission	October 24, 2018
Police Commission	October 23, 2018
Recreation Commission	October 9, 2018

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

## **ADJOURNMENT**

**RESOLUTION**

DATE: November 12, 2018

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

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

1. Approval of Council Meeting Minutes – October 29, 2018
2. Holiday Performance Contract – Carey Ann’s Clown Caravan
3. Event Approvals:
  - a. 2019 Skip Clack Fishing Derby
  - b. 2019 Independence Day Parade
  - c. 2019 Wyandotte Street Art Fair
  - d. 2019 Christmas Parade & Tree Lighting
4. 2019 WSAF Zapplication Renewal Agreement

I Move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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

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

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, October 29, 2018, and was called to order at 7:00pm with Honorable Mayor Joseph R. Peterson presiding.

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

---

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

Absent: Todd Browning, City Treasurer

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

---

**PRESENTATION**

**PRESENTATION OF PETITIONS**

**PUBLIC HEARINGS**

**UNFINISHED BUSINESS**

**CALL TO THE PUBLIC**

**CONSENT AGENDA**

**2018-444 CONSENT AGENDA APPROVALS**

By Councilperson Schultz, supported by Councilperson Maiani

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

1. Approval of Council Meeting Minutes – October 8, 2018
2. Traffic Control Order 2018-06
3. Bid File #4746 – Award to Barton Malow
4. Bid Files #4735, 4736, 4737 – Award to Windemuller Electric

Motion unanimously carried.

**2018-445 MINUTES**

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that the minutes of the meeting held under the date of October 8, 2018, be approved as corrected.

Motion unanimously carried.

**2018-446 TRAFFIC CONTROL ORDER 2018-06**

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that Council concurs with the recommendation of Deputy Chief Hamilton as set forth in Traffic Control Order 2018-06 for the installation of “Handicap Parking” signs at 72 Oak Street. BE IT FURTHER RESOLVED that the Department of Public Service be directed to install said sign and the City Clerk be authorized to sign said order.

Motion unanimously carried.

**2018-447 BID FILE #4746 – AWARD TO BARTON MALOW**

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Wyandotte Municipal Services Commission authorizing the WMS General Manager to execute a contract with Barton Malow, the most qualified bidder under sealed Bid # 4746 for Concrete Foundation and Sitework

for the Auxiliary Boiler site at the Wyandotte Power Plant in the amount of \$664,000.00, as recommended by WMS management.

Motion unanimously carried.

**2018-448 BID FILE #4735/4736/4737 – AWARD TO WINDEMULLER ELECTRIC**

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Municipal Services Commission authorizing the General Manager to execute a contract with the lowest qualified bidder, Windemuller Electric, under sealed Project Bid #'s 4735, 4736, and 4737 for five control panels for Substations 8 and 10 in the amount of \$101,500.00, as recommended by WMS management.

Motion unanimously carried.

**NEW BUSINESS**

**2018-449 APPOINTMENT TO POLICE AND FIRE COMMISSION – J. HARRIS**

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to reappoint John Harris to the Police & Fire Commission. Term to expire April 2020.

Motion unanimously carried.

**2018-450 APPOINTMENT TO POLICE AND FIRE COMMISSION – D. MELZER**

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to reappoint Douglas Melzer to the Police & Fire Commission. Term to expire April 2021.

Motion unanimously carried.

**2018-451 HIRING OF FULL-TIME MUSEUM DIRECTOR – J. ROSE**

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that the Council concurs with the recommendation of the HR Director, Historical Commission President, and the Superintendent of Recreation to fill the vacant Museum Director position and

FURTHER RESOLVED BY THE CITY COUNCIL that pending the passing of a work physical and drug screen that the City hire Jesse Rose to fill said vacancy at a Classification Level 29C.

Motion unanimously carried.

**2018-452 PURCHASE AGREEMENT – 644 ORANGE**

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 644 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 644 Orange to Kenneth and Michelle Mills in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Kenneth and Michelle Mills 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 644 Orange, between Kenneth and Michelle Mills and the City of Wyandotte for \$10,000 as presented to Council.

Motion unanimously carried.



**2018-453 PURCHASE AGREEMENT – 608 5<sup>TH</sup> ST.**

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 608 5<sup>th</sup> Street is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 608 5<sup>th</sup> Stret to Eric and Kelly Schilk in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Eric and Kelly Schilk 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 608 5<sup>th</sup> Street, between Eric and Kelly Schilk and the City of Wyandotte for \$10,000 as presented to Council. Motion unanimously carried.

**2018-454 NEZ APPLICATION – 648 ORANGE**

By Councilperson Schultz, supported by Councilperson Maiani

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 644 Orange is within the City of Wyandotte's Neighborhood Enterprise Zone 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 October 29, 2018, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 644 Orange now known as 648 Orange, 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.

Motion unanimously carried.

**2018-455 NEZ APPLICATION – 364 CHERRY**

By Councilperson Schultz, supported by Councilperson Maiani

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 360-366 Cherry/3535 4<sup>th</sup> Street is within the City of Wyandotte's Neighborhood Enterprise Zone 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 October 29, 2018, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 360-366 Cherry/3535 4<sup>th</sup> Street now known as 364 Cherry, 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.

Motion unanimously carried.

**2018-456 CITY PURCHASE OF PROPERTY – 1713 5<sup>TH</sup> ST.**

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that Council concurs with the recommendation of the City Engineer to acquire the property at 1713 5<sup>th</sup> Street in the amount of \$35,000.00 to be appropriated from TIFA Area Funds; AND

BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary closing documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement.

BE IT FURTHER RESOLVED that the City Engineer is directed to demolish same upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

Motion unanimously carried.

**2018-457 CITY PURCHASE OF PROPERTY – 2111 5<sup>TH</sup> ST.**

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that Council concurs with the recommendation of the City Engineer to acquire the property at 2111 5<sup>th</sup> Street in the amount of \$22,000.00 to be appropriated from TIFA Area Funds; AND

BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary closing documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement.

BE IT FURTHER RESOLVED that the City Engineer is directed to demolish same upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

Motion unanimously carried.

**2018-458 DPS VEHICLE PURCHASE**

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED by the Mayor and City Council that Council concurs with the recommendation of the City Engineer to purchase two (2) 2019 Ford F-150 Pickup Trucks through State of Michigan Contract from Gorno Ford in the amount of \$43,140.00 from account no. 101-448-850-530.

Motion carried.

YEAS: Councilpersons Calvin, DeSana, Maiani, Sabuda, Schultz

NAYS: None

ABSTAIN: Councilperson Alderman

**2018-459 FIRST READING #1467: PARKING REQUIREMENTS**

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that the first reading of Ordinance Amendment #1467 regarding Parking Requirements pertaining to Mid-Rise and High-Rise Condominium(s) or Apartment(s) in and out of the Central Business District (CBD) will be held at the October 29, 2018 meeting of the City Council.

BE IT FURTHER RESOLVED that the final reading is scheduled for November 12, 2018.

Motion unanimously carried.

**2018-460 ENVIRONMENTAL WORK AT 1213 GROVE ST.**

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that the communication from the City Engineer regarding the environmental response activities at 1213 Grove, Wyandotte, former Detroit Tubular Rivet Site, is hereby received and placed on file; AND

BE IT RESOLVED that a 30-day comment period will be held from November 7 to December 7, 2018, regarding the Brownfield Alternatives, Community Relations Plan (CRP) and Cleanup Work Plan for the environmental response activities at 1213 Grove Street, Wyandotte and that the CRP will be available for viewing in the Engineering and Building Department from 8:00 a.m. to 5:00 p.m.; AND

BE IT FURTHER RESOLVED that a Public Hearing will be held on November 19, 2018, before your Honorable Body to hear comments regarding the Brownfield Alternatives, Community Relations Plan (CRP) and Cleanup Work Plan for the environmental response activities at 1213 Grove Street, Wyandotte.

Motion unanimously carried.

**BILLS & ACCOUNTS****2018-461 BILLS & ACCOUNTS**

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that the total bills and accounts of \$5,503,930.80 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

**REPORTS & MINUTES**

Beautification Commission

September 12 & October 10, 2018

Daily Cash Receipts

October 10 & October 16, 2018

Fire Commission

September 25 & October 9, 2018

Municipal Services Commission

October 3 & October 17, 2018

Planning Commission

May 17 & August 16, 2018

Police Commission

September 25 & October 9, 2018

Retirement Commission

September 21, 2018

Zoning Board of Appeals & Adjustment

October 3, 2018

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


None

**ADJOURNMENT****2017-462 ADJOURNMENT**

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 8:40 p.m.

Motion unanimously carried.

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

**RESOLUTION**

DATE: November 12, 2018

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

RESOLVED that the minutes of the meeting held under the date of October 29, 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: November 12<sup>th</sup> 2018

AGENDA ITEM # **2**

**ITEM:** Holiday Performance Contract

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

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

**BACKGROUND:** Herewith, please find the Holiday Performance Contract assembled and recommended by my office for the 2018 Holiday Event Season. We have confidence that once again, Carey Ann's Clown Caravan will provide us with quality services and are endorsing their contract for the Holiday event downtown.

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

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

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

Free – In exchange for a crafter booth at the 2019 WSAF

**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: November 12<sup>th</sup> 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 contract for Carey Ann's Clown Caravan for the 2018 Christmas Tree lighting as

outlined in the provided communication dated November 12<sup>th</sup> 2018, no money exchange for this performance, in exchange for a free crafter booth at the 2019 Wyandotte Street Art Fair. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

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

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

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

# Carey Ann's Clown Caravan

17841 Poplar Street, Riverview, MI 48193

734-285-3492

[www.careyann.com](http://www.careyann.com)

Type: Special Event - Special Event Wyandotte Tree Lighting Ceremony

This Agreement is for the personal services of the Carey Ann's Clown Caravan or Dream Machine Family Concerts made this October 30, 2018 by Heather Thiede, of the City of Wyandotte.

I. CLIENT: The client requests the personal services of Carey Ann's Clown Caravan and agrees to tender collectively to the employer services for the same according to the following rules:

Address of Employment Downtown Wyandotte, corner of Sycamore & Biddle, in Chase Bank Lot  
Date of Employment: Friday, November 16, 2018  
Time of Employment: 5:30 pm - 7:30 pm (2 hours)  
Description of Services Balloon Twisting with Trixie the Clown

2. PRICE: **No Cash Exchange** for this service, but rather entertainment service by Carey Ann's Clown Caravan herein described in exchange for our usual booth rental fee for the 2018 Wyandotte Art Fair at the southwest corner on Elm at Biddle.

3. LIABILITY OF CLIENT: The client in signing this contract themselves acknowledges their authority to do so and hereby assume liability for the amount stated herein. Failure to cancel this agreement less than 30 days prior to engagement will result in employer's responsibility for full amount or loss of deposit.

Number of Children: \_unknown Average Ages: all

Location for Entertainment: Chase Bank Lot at Sycamore and Biddle

Client: Mayor Peterson  
City of Wyandotte  
3200 Biddle Avenue Ste. 300  
Wyandotte, MI 48192 Phone 734-324-4502

X\_\_\_\_\_

City Clerk, Lawrence Stec  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192 Phone 734-324-4502

X\_\_\_\_\_

Vendor: Carol Ann Owens  
17841 Poplar Avenue,  
Riverview, MI 48193  
Phone: 734-285 3492  
Email: rowens@careyann.com

X\_\_\_\_\_

## **RESOLUTION**

DATE: November 12, 2018

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

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the contract for Carey Ann's Clown Caravan for the 2018 Christmas Tree Lighting event on November 16th, 2018 from 5:30-7:30pm, with services to be provided for free in exchange for a waiver of booth rental fees at the 2018 Wyandotte Street Art Fair, 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: November 12<sup>th</sup> 2018

AGENDA ITEM # **3a**

**ITEM:** Skip Clack Fishing Derby 2019

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

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

**BACKGROUND:** The City of Wyandotte has a strong commitment to area youth. On Saturday June 1<sup>st</sup> 2019, we would like to have permission to continue the following popular youth event.

1. The 32<sup>nd</sup> Annual Wyandotte Skip Clack Fishing Derby at the Bishop Park fishing pier from 10 a.m. to 12:30 p.m.

**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:** This letter is also being sent to request the Dept. of Public Service be notified to close the Fishing Pier to the general public from 9 a.m. to 1 p.m. that day for the Fishing Derby.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

Fishing Derby Expense Account: 285-225-925-730- \$1,375.00

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

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

**LIST OF ATTACHMENTS:**

None

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: November 12<sup>th</sup> 2018

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

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the use of the Bishop Park Fishing Pier for the Fishing Derby, to be held June 1<sup>st</sup> 2019 from 9 am to 1 pm.

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: November 12, 2018

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

BE IT RESOLVED that Council hereby approves the use of the Bishop Park fishing pier for the Annual Skip Clack Fishing Derby on Saturday, June 1, 2019, from 10am-12:30pm; AND

BE IT FURTHER RESOLVED that the Department of Public Service shall close the fishing pier to the general public from 9am-1pm on June 1, 2019.

BE IT FURTHER RESOLVED that funds in the amount of \$1,375.00 shall be paid from the Fishing Derby Expense Account (285-225-925-730).

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: November 12<sup>th</sup> 2018

AGENDA ITEM # **3b**

**ITEM:** City of Wyandotte Independence Day Parade Event Approval

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

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

**BACKGROUND:** As you know, the Special Event staff is in the process of coordinating the 2019 City of Wyandotte Special Events. This year the 81<sup>st</sup> Independence Day Parade will be held, Tuesday, July 4<sup>th</sup>. The parade will necessitate closing Biddle Avenue from Ford Street to Plum Street. Traffic to be rerouted northbound to Third Street and to Ford Street, and Southbound on Fourth Street from Ford Street.

**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:** In accordance with provision of Act #200 of the Public Acts of 1969 of the State of Michigan, please request the Public Works Department to close Biddle Avenue for the Independence Holiday Parade from 8 am to 12 noon on July 4, 2019.

The parade will necessitate closing Biddle Avenue from Ford to Plum. Traffic to be rerouted northbound Third to Ford, southbound on Fourth from Ford.

The Chief of Police is requested to apply to the Wayne County Office of Public Service for a road closing permit; he should be designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte. Responsibility for all damage claims which may arise from the road closing must be assumed by the City of Wyandotte. The Fire Department should also be notified of this event to reroute emergency vehicles.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

The budget for the said event is - \$7,000

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

**COMMISSION RECOMMENDATION:** N/A

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

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

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

**LIST OF ATTACHMENTS:** None

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 12<sup>th</sup> 2018

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

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the road closure for the City of Wyandotte Independence Day Parade scheduled for Tuesday, July 4<sup>th</sup> 2019.

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: November 12, 2018

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

BE IT RESOLVED that Council approves the request of the Special Event Coordinator to close Biddle Avenue from Ford Ave. to Plum St. from 8:00AM-12:00PM for the City of Wyandotte Independence Day Parade scheduled for Thursday, July 4<sup>th</sup>, 2019; AND

BE IT FURTHER RESOLVED that the Chief of Police is hereby directed to apply to the Wayne County Office of Public Service for a road closure permit and is designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte; AND

BE IT FURTHER RESOLVED that the Fire Chief is also hereby notified for the purposes of re-routing emergency vehicles on the day of the event; AND

BE IT FURTHER RESOLVED that the Department of Public Service is directed to place barriers and take appropriate action to comply with the above request.

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: November 12<sup>th</sup> 2018

AGENDA ITEM # **3c**

**ITEM:** Wyandotte Street Art Fair Event Approval

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

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

**BACKGROUND:** The 58<sup>th</sup> Annual Wyandotte Street Art Fair will be held on July 10-13, 2019. This letter is sent to request that the Public Works Department be notified to close Biddle Avenue, from Oak to Eureka, for the 2019 Wyandotte Street Art Fair from Sunday, July 7, starting at 12:01 AM through Monday, July 15, 8 AM. North and southbound traffic will be rerouted on Third Street with detours at Oak Street and Eureka, all truck traffic to be rerouted to M-85 (Ford Street) via Eureka or Ford (Northline).

**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:** The Chief of Police is requested to apply to the Wayne County Office of Public Service for a road closing permit; he should be designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte. Responsibility for all damage claims which may arise from the road closing must be assumed by the City of Wyandotte. The Fire Department should also be notified of this event to reroute emergency vehicles.

Also, the Wyandotte Street Art Fair would like to request the following:

1. Permission to allow the city sidewalks listed below to be used during the Art Fair only, July 8-15 (this includes set up and tear down dates), and by those merchants who are issued permits from the Art Fair Committee/Special Events Office:

Biddle Avenue, Eureka to Chestnut Street  
Oak Street, Van Alstyne to Third Street  
Elm Street, Van Alstyne to Third Street  
Maple Street, Van Alstyne to Third Street  
Sycamore Street, Van Alstyne to Third Street  
Eureka Road, Van Alstyne to Third Street  
First Street, Oak to Maple

Further, this permission should extend only to those merchants who have been issued a permit. They are not authorized to sub-contract their space. Enforcement of this policy should be authorized by the Wyandotte Police Department under Ordinance 32-1.

2. Permission for the use of First Street from Oak to Maple Street for the display and sale of handmade craft items as authorized by the Wyandotte Street Art Fair Committee/Staff and the utilization the Parking Lot # 10 on First Street for their crafter parking.

3. Permission for a non-profit group/organization to have paid parking in parking lot # 11 from July 10 through July 13 funds from this lot are to return to the non-profit/organization with a small percentage to be donated to the Wyandotte Street Art Fair.

4. The Wyandotte Street Art Fair Committee request that outdoor sale and drinking of all alcoholic beverages be done by licensed vendors which have been authorized by the Art Fair Committee. Enforcement of this policy should be authorized by the Wyandotte Police Department under Ordinance 25-9. It is to be prohibited for any person to bring in their own alcoholic beverages at the Wyandotte Street Art Fair.

5. Permission to utilize the Chase Bank Building Parking Lot, area closest to Third Street, July 10 through July 13, as a parking lot for with a charge for the benefit of the Wyandotte Goodfellows and Old Time Ballplayers.

6. Permission to utilize the waterfront parking lot #1, grassy area, and adjacent between Elm and Oak, for entertainment and refreshment area.

7. Permission to utilize Biddle Avenue, from Eureka to Plum Street, to be utilized as a designated parking area, under the control of the Wyandotte Boat Club, subject to approval and coordination of the Department of Legal Affairs, Engineering Dept. and Police Department.

8. Permission to use 20 spaces in the city lot across from the DCA during the fair to be used for artist parking from July 10<sup>th</sup> through 13<sup>th</sup> 2019.

**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:** *Shrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

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

**LIST OF ATTACHMENTS:** None

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 12<sup>th</sup> 2018

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

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the road closure for the City of Wyandotte Street Art Fair scheduled for July 10<sup>th</sup> through the 13<sup>th</sup> 2019.

1. Permission to allow the city sidewalks listed below to be used during the Art Fair only, July 8-15 (this includes set up and tear down dates), and by those merchants who are issued permits from the Art Fair Committee/Special Events Office:

Biddle Avenue, Eureka to Chestnut Street  
Oak Street, Van Alstyne to Third Street  
Elm Street, Van Alstyne to Third Street  
Maple Street, Van Alstyne to Third Street  
Sycamore Street, Van Alstyne to Third Street



Eureka Road, Van Alstyne to Third Street  
First Street, Oak to Maple

Further, this permission should extend only to those merchants who have been issued a permit. They are not authorized to sub-contract their space. Enforcement of this policy should be authorized by the Wyandotte Police Department under Ordinance 32-1.

2. Permission for the use of First Street from Oak to Maple Street for the display and sale of handmade craft items as authorized by the Wyandotte Street Art Fair Committee/Staff and the utilization the Parking Lot # 10 on First Street for their crafter parking.

3. Permission for a non-profit group/organization to have paid parking in parking lot # 11 from July 10 through July 13 funds from this lot are to return to the non-profit/organization with a small percentage to be donated to the Wyandotte Street Art Fair.

4. The Wyandotte Street Art Fair Committee request that outdoor sale and drinking of all alcoholic beverages be done by licensed vendors which have been authorized by the Art Fair Committee. Enforcement of this policy should be authorized by the Wyandotte Police Department under Ordinance 25-9. It is to be prohibited for any person to bring in their own alcoholic beverages at the Wyandotte Street Art Fair.

5. Permission to utilize the Chase Bank Building Parking Lot, area closest to Third Street, July 10 through July 13, as a parking lot for with a charge for the benefit of the Wyandotte Goodfellows and Old Time Ballplayers.

6. Permission to utilize the waterfront parking lot #1, grassy area, and adjacent between Elm and Oak, for entertainment and refreshment area.

7. Permission to utilize Biddle Avenue, from Eureka to Plum Street, to be utilized as a designated parking area, under the control of the Wyandotte Boat Club, subject to approval and coordination of the Department of Legal Affairs, Engineering Dept. and Police Department.

8. Permission to use 20 spaces in the city lot across from the DCA during the fair to be used for artist parking from July 10<sup>th</sup> through 13<sup>th</sup> 2019.

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: November 12, 2018

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

BE IT RESOLVED that Council approves the following road closures and city property usage for the 2019 Wyandotte Street Art Fair, July 10-13, 2019:

1. Permission to allow the city sidewalks listed below to be used during the Art Fair only:

- Biddle Avenue, Eureka to Chestnut Street
- Oak Street, Van Alstyne to Third Street
- Elm Street, Van Alstyne to Third Street
- Maple Street, Van Alstyne to Third Street
- Sycamore Street, Van Alstyne to Third Street
- Eureka Road, Van Alstyne to Third Street
- First Street, Oak to Maple

Further, this permission should extend only to those merchants who have been issued a permit. They are not authorized to sub-contract their space. This policy will be enforced by the Wyandotte Police Department under Ordinance 32-1.

2. Permission for the use of First Street from Oak to Maple Street for the display and sale of handmade craft items as authorized by the Wyandotte Street Art Fair Committee/Staff and the utilization the Parking Lot # 10 on First Street for their crafter parking.

3. Permission for a non-profit group/organization to have paid parking in parking lot #11 from July 10 through July 13 with funds from this lot to return to the non-profit group/organization with a small percentage to be donated to the Wyandotte Street Art Fair.

4. The Wyandotte Street Art Fair Committee requests that outdoor sale and drinking of all alcoholic beverages be contracted of licensed vendors that have been authorized by the Art Fair Committee. This policy will be enforced by the Wyandotte Police Department under Ordinance 25-9. It is to be prohibited for any person to bring in their own alcoholic beverages at the Wyandotte Street Art Fair.

5. Permission for the Wyandotte Goodfellows and Old Time Ballplayers to utilize the Chase Bank Building Parking Lot, area closest to Third Street, July 10 through July 13 as a parking lot with a charge for art fair patrons as a fundraiser for their respective organizations.

6. Permission to utilize the waterfront parking lot #1, grassy area, and adjacent alley between Elm and Oak, for entertainment and refreshment area.

7. Permission for Biddle Avenue, from Eureka to Plum Street, to be utilized as a designated parking area, under the control of the Wyandotte Boat Club, subject to approval and coordination of the Department of Legal Affairs, Engineering Dept. and Police Department.

8. Permission to use 20 spaces in the city lot across from the DCA for artist parking from July 10 through July 13, 2019; AND

BE IT FURTHER RESOLVED that the Chief of Police is requested to apply to the Wayne County Office of Public Service for a road closure permit for Biddle Avenue to close from

Sunday, July 7, 2019, at 12:01AM through Monday, July 15, 2019, at 8:00AM from Oak to Eureka, and that he be designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte; AND

BE IT FURTHER RESOLVED that the Fire Department be notified of this event to reroute emergency vehicles; AND

BE IT FURTHER RESOLVED that the Department of Public Service is directed to place barriers and take appropriate action to assist with the above requests.

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:** November 12<sup>th</sup> 2018

**AGENDA ITEM #** **3d**

**ITEM:** City of Wyandotte Christmas Parade/Tree Lighting Event Approval

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

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



**BACKGROUND:** The 2019 Christmas Tree Lighting will be held November 15<sup>th</sup> and the Parade will be held, Saturday November 16<sup>th</sup>. The parade will necessitate closing Biddle Avenue from Ford Street to Plum Street. Traffic to be rerouted northbound to Third Street and to Ford Street, and Southbound on Fourth Street from Ford Street. We would also like to request permission to utilize the grass area near City Hall and close Sycamore Street from Biddle to Coastal Thai for the Tree Lighting once again this year until 9 pm.

**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:** In accordance with provision of Act #200 of the Public Acts of 1969 of the State of Michigan, please request the Public Works Department to close Biddle Avenue for the Holiday Parade from 8 am to 12 noon on November 16<sup>th</sup> 2019.

The parade will necessitate closing Biddle Avenue from Ford to Plum. Traffic to be rerouted northbound Third to Ford, southbound on Fourth from Ford.

The Chief of Police is requested to apply to the Wayne County Office of Public Service for a road closing permit; he should be designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte. Responsibility for all damage claims which may arise from the road closing must be assumed by the City of Wyandotte. The Fire Department should also be notified of this event to reroute emergency vehicles.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

The budget for the said event is - \$7,000

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:** None

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 12<sup>th</sup> 2018

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

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the road closure and use of city property. The parade will necessitate closing Biddle Avenue from Ford Street to Plum Street. Traffic to be rerouted northbound to Third Street and to Ford Street, and Southbound on Fourth Street from Ford Street. We would also like to request permission to utilize the grass area near City Hall and close Sycamore Street from Biddle to Coastal Thai for the Tree Lighting once again this year until 9 pm for the City of Wyandotte Parade and Tree lighting scheduled for Friday, November 15<sup>th</sup> and Saturday November 16<sup>th</sup> 2019.

I move the adoption of the foregoing resolution.

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

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

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

## **RESOLUTION**

DATE: November 12, 2018

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

BE IT RESOLVED that Council approves the request of the Special Event Coordinator and grants permission for the use of the grassy area near City Hall for the Tree Lighting festivities/ceremony and also approves of the closure of the following streets in conjunction with the 2018 Christmas Parade and Tree Lighting:

Sycamore St. from Biddle Ave. to Coastal Thai	November 15 <sup>th</sup> , 2019	AM Time TBD – 9pm
Biddle Avenue from Ford Ave. to Plum St.	November 16 <sup>th</sup> , 2019	8:00AM-12:00PM

BE IT FURTHER RESOLVED that the Chief of Police is hereby directed to apply to the Wayne County Office of Public Service for a road closure permit in conjunction for the closing of Biddle Avenue on November 16<sup>th</sup>, 2019, and is designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte; AND

BE IT FURTHER RESOLVED that the Fire Chief is also hereby notified for the purposes of re-routing emergency vehicles on November 16<sup>th</sup>, 2019.

BE IT FURTHER RESOLVED that the Department of Public Service is directed to place barriers and take appropriate action to assist with the above requests.

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:** November 12<sup>th</sup> 2018

**AGENDA ITEM #** **4**

**ITEM:** Zapplication Renewal Agreement

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

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

**BACKGROUND:** As you are aware, the Special Event Office is in the process of organizing the 2019 Wyandotte Street Art Fair. Please find the attached contract renewal agreement for ZAPPLICATION for the 2019 Wyandotte Street Art Fair. We had a major increase in artist applications for the 2010 through 2018 shows and feel that the online application process will continue to develop and promote our show for the future.

**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:** Please take this agreement into consideration, as your approval and subsequent signing will allow us to continue planning this celebratory event.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

\$1,000 – WSAF Expense Account – 285-225-925-730-860

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:** *Approval*

**MAYOR'S RECOMMENDATION:** *JAP*

**LIST OF ATTACHMENTS**

Zapplication Renewal Agreement

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 12<sup>th</sup> 2018

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

WHEREAS the Special Events Coordinator has requested to contract the services of ZAPP Software, LLC, in conjunction with the Wyandotte Street Art Fair 2019.

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

Wyandotte Street Art Fair: \$1,000 – 285-225-925-860

RESOLVED that Council concurs with the Special Events Coordinator to APPROVE the contract for Zapp Software LLC, for the 2019 WSAF with funds to be paid from the WSAF Expense Account 285-225-925-860, AND FURTHER BE IS RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

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

Supported by Councilman_____		
<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	<b>Alderman</b>	_____
_____	<b>Calvin</b>	_____
_____	<b>DeSana</b>	_____
_____	<b>Maiani</b>	_____
_____	<b>Sabuda</b>	_____
_____	<b>Schultz</b>	_____



## ZAPP® SOFTWARE SERVICE RENEWAL AGREEMENT – Small Show

1888 Sherman Street Suite 375 | Denver, CO 80203 |  
P (303) 629.1166 | F (303) 629.9717



www.zapplication.org

This **Renewal Agreement** ("Agreement") is dated 10/30, 2018 ("Effective Date") and entered into between **ZAPP Software, LLC**, a Colorado limited liability company ("**ZAPP**"), and the client identified in the signature block of this Agreement ("**Client**"), for the renewal of Client's term under the original ZAPP Service Agreement dated 10/30, 2018 between ZAPP and Client (the "Service Agreement"), as follows:

**1. Annual Renewal and Fees.** ZAPP and Client agree that Client remains eligible for ZAPP's Small Show pricing structure. Client agrees to renew its ZAPP® Service under the Service Agreement for the following contract period and use fees per show during that term, as follows:

Contract Period: 11-26 2018 to 9-9 2018

**Use fees:** Based on number of applications received. Client will pay one of the following:

0-150 applications received: \$1,100.00 (base fee—includes online jury) **OR**  
151+ applications received: \$6.99 per application (includes online jury)

**Optional modules:** By checking the box(es), Client elects to use the module(s) for the Contract Period above, and accordingly, agrees to pay the corresponding use fees.

☐ Projected jury image management module: \$500.00

☐ Multiple show module: \$500.00, for up to 5 shows\*

*\*Client must complete and submit Attachment 1 for each event hosted (e.g. fall, spring).*

**2. Modifications to Service Agreement:** ZAPP and Client agree to modify the terms of the Service Agreement as of the Effective Date by making all of the language changes noted in the "Changes to ZAPP Service Agreement – Terms of Service" attached to this Agreement as Exhibit "A" (the "Change Document"). For the avoidance of doubt, the Change Document references various paragraphs of the Service Agreement, including paragraphs of the Attachments to the Service Agreement; changes to the paragraphs of the Attachments to the Service Agreement are preceded by the number and title of the Attachment. The modifications to the Service Agreement and its Attachments the parties agree to make are those changes which appear following each paragraph to be modified and which are preceded by the word "change" in all underscored capital letters, as follows: CHANGE:

**3. Meaning of Terms.** Unless otherwise provided in this Agreement, the terms used in this Agreement shall have the same meaning ascribed to them in the Service Agreement.

**4. Entire Agreement.** This Agreement shall be deemed as a part of the Service Agreement. Except as modified by this Agreement, all terms and conditions of the Service Agreement remain in full force and effect. Any reference to the Service Agreement in any other documents shall be construed as including this Agreement.

The duly authorized representatives of ZAPP and Client have executed this Agreement as of the Effective Date.

<b>Client</b>	<b>ZAPP Software, LLC</b> a Colorado limited liability company
Incorporated in (state):	Incorporated in: Colorado
Signature:	Signature:
Printed:	Printed:
Title:	Title:
Date:	Date:

City Clerk: \_\_\_\_\_

Printed: \_\_\_\_\_

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

## ATTACHMENT 1 - CLIENT INFORMATION FORM

ZAPP, LLC | 1888 Sherman Street Suite 375 | Denver, CO 80203 | P (303) 629.1166 | F (303) 629.9717 | [www.zapplication.org](http://www.zapplication.org)

### Event Information (the "Show")

Name of Event:	Wyandotte Street Art Fair		
Website:	wyandotte.net		
Event Dates:	July 10-13th 2019	Application Fee:	\$ 30 -
Open Application Date:	Nov 26 2018	Application Deadline:	March 2nd 2019
Jury Dates:	March 9-13th 2019	Can artists apply more than once?	<input checked="" type="radio"/> YES <input type="radio"/> NO
If YES, what is the maximum number of applications you would like to accept per artist? (2-20): 2			

### Contact Information

Contact 1: individual who will administer the event in the ZAPP system (main point of contact)

Name	Heather Thiede - Champlin
Organization	City of Wyandotte, Special Events Office
Email	hthiede@wyandottemi.gov
Phone	734-324-4502
Mailing Address	3200 Biddle Ave, Ste. 200 Wyandotte, MI 48192

Contact 2: individual to receive invoices / statements / remittance payments (if different from above)

Name	-
Organization	-
Email	-
Phone	-
Remittance Address	-

### Select your preferred payment method:

☐ Payment upfront by credit card\*\* ☒ Payment upfront by check\*\* ☐ Auto-deduct from revenue

\*\*must be received before the show can launch

**THIS SECTION FOR INTERNAL ZAPP USE ONLY. DO NOT WRITE BELOW THIS LINE.**

<b>Contract ID:</b>			
Fee Type	Amount	Payment	Notes
Application		received/auto/invoice/N/A	
Image Management		received/auto/invoice/N/A	
Per App		received/auto/invoice/N/A	
Multiple		received/auto/invoice/N/A	
Equipment		received/auto/invoice/N/A	
Shipping		received/auto/invoice/N/A	
Tech Assistance		received/auto/invoice/N/A	



**EXHIBIT A (Small Show)**  
**CHANGES TO ZAPP® SERVICE AGREEMENT - TERMS OF SERVICE**

---

**2. Service.**

**2.2 Access and Use.** Subject to the terms and conditions of this Agreement, ZAPP grants to Client, during the Term, a non-exclusive, non-transferable, limited right to access and use the Service solely for Client's Shows, in accordance with the Documentation, the limitations set forth in Attachment 1, and the other terms and conditions of this Agreement. Client may assign or transfer this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Client's right to use the Service includes the right to solicit the submission of applications, information, and materials from Artists through the Service for Shows ("**Submissions**"), the right to lease certain digital imaging and retrieval equipment from ZAPP for use with the Service (if provided for in Attachment 1), and the retention of ZAPP to process certain web-based financial transactions associated with Artist applications submitted through the Service as set forth in Attachment 4.

**CHANGE:** Add in the following sentence: Client may assign or transfer this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

**RATIONALE:** Clarify that if the ownership of a festival changes, we can transfer ownership of the Client account and data to another party with the original owner's consent. This language is derived from section 9.8 Assignment.

---

**2.4 Show Cancellation.** Client agrees to give advance notice of no less than thirty (30) days of a Show cancellation to ZAPP and each Artist and other participant who has registered for or applied to the Show through the Service and to refund all Eligible Artist Payments (whether remitted to Client or still held by ZAPP) for any cancelled Show. Client's cancellation of a Show does not affect Client's obligation to pay all fees due ZAPP. Client may withhold a processing fee of no more than \$10.00 per Artist application from any refund to an Artist, but only if its Artist application form or legal agreement on ZAPP provides that such a fee will be withheld upon cancellation of the Show. To the extent ZAPP holds any Eligible Artist Payments due to Client, Client hereby authorizes ZAPP to refund all such Eligible Artists Payments to Artists and other participants upon cancellation of a Show. ZAPP shall have the right to terminate Client's access to the Service if Client violates the requirements of this Section.

**CHANGE:** Added "or legal agreement on ZAPP" to the highlighted phrase above.

**RATIONALE:** The original wording of "artist application form" was too broad.

---

**2.6 Users.** Each User will be assigned a unique user identification name and password ("User ID") for access to and use of the Service (a "User Account"). No more than five (5) User Accounts will be issued for use by Client and/or its Users. ZAPP shall have the right to require that Users register with ZAPP. Client is responsible for all activities that occur under Client's User Accounts, and Client is responsible for ensuring the security and confidentiality of its User IDs. ZAPP is not responsible for the consequences of: (a) any unauthorized access to or alteration of any of the following caused by Client or its failure to prevent unauthorized access to the Service: (i) Client's transmissions or data, (ii) any material, information or data sent or received through the Service, regardless of whether the data is actually received by ZAPP, or (iii) any financial transactions entered into through the ZAPP Service or (b) Client's failure to abide by this Agreement. Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify ZAPP promptly of any such unauthorized access or use. Client agrees to submit accurate, current, and complete information to ZAPP and promptly update such information. Should ZAPP suspect that such information is untrue, inaccurate, not current, or incomplete, ZAPP shall have the right to suspend Client's use of the Service pending resolution or termination of this Agreement.

**CHANGE:** Change the maximum number of accounts allowed from 2 to 5.

**RATIONALE:** For security purposes, we discourage users from sharing their passwords.

---

**2.8 Restrictions on Use.** Except as expressly permitted in this Agreement or as otherwise authorized by ZAPP in writing, Client will not, and will not permit any User or third party to (a) copy, transmit, store, publicly display, modify, adapt, alter, translate, or create derivative works with respect to the Service, except as required in accordance with this Agreement and the limitations and restrictions included as part of the Service; (b) sublicense, lease, rent, loan, sell, resell, distribute,



make available or otherwise transfer the Service, **except as expressly outlined in section 2.2**, or access to or use of the Service to any third party for any purpose, including to accept Submissions or to manage or jury Submissions for any other person or for any other event other than Client's Shows; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Service; or (e) otherwise use or copy the Service, or any component of it, except as expressly allowed by this Agreement.

**CHANGE:** Add in "except as expressly outlined in section 2.2" to section b highlighted above.

**RATIONALE:** Make it clear that the license can be transferred in the scenario outlined in section 2.2

---

**2.9 Client Data.** Client or Artists own all Client Data and ZAPP makes no claim of ownership in or to and does not exert any control over Client Data. **Client or Artists** have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client Data and ZAPP shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. ZAPP may access Client's account, including its Client Data, to provide the Service and as provided for in this Agreement.

**CHANGE:** Add "or artists" to the beginning of the second sentence.

**RATIONALE:** Many of our new clients interpret this to mean that they are responsible for the copyright of artist images and can be held liable if an artist submits work that he/she does not hold the copyright to.

---

#### **4. Term; Termination.**

**4.4 Effects of Termination.** Upon termination of this Agreement and subject to the last sentence of this Section 4.4, (a) any amounts owed to a party under this Agreement before such termination will be immediately due and payable, (b) all rights granted access to and use of the Service will immediately cease to exist, and (c) unless otherwise permitted by ZAPP, Client must discontinue all use of the Service. Upon termination and provided Client has so requested at least fifteen (15) days prior to the time of termination, ZAPP shall make available to Client, at Client's cost, a file of Client Data within thirty (30) days of termination using file formats accessible by generally available third party software such as **ACCESS®** and ADOBE®. Sections 1, 2.8, 3, 4.4, 5, 6, 7, 8, 9 and 10 together with any accrued payment obligations and Attachment 4, if applicable, will survive termination of this Agreement for any reason.

**CHANGE:** Remove reference to third-party software, Access.

**RATIONALE:** ADOBE is a more universally recognized third-party software today.

---

#### **8. Security and Privacy.**

**8.2 Privacy Policy.** Access to and use of the ZAPP Service is subject to **WESTAF's ZAPP's** privacy policy as published online at [www.westaf.org/privacy.html](http://www.westaf.org/privacy.html) and available through the ZAPP website, as such policy may change from time to time.

**CHANGE:** Change WESTAF to ZAPP since ZAPP is named as a subsidiary/affiliate.

**RATIONALE:** The contract makes reference to ZAPP throughout, and introducing WESTAF here often causes confusion.

---

### **ATTACHMENT 1 ZAPP SERVICE DESCRIPTION AND FEE SCHEDULE**

#### **2. Modules and Services.**

##### **Small Show Status, Eligibility and Requirements.**

- A "small show" is considered a Client that receives no more than 500 applications per Show.
- If a Client receives more than 500 applications during the first occurrence of a Show, Client will remain eligible for small-show pricing for the **subsequent licensing term** ~~first Renewal of that Show~~, but may be charged an additional administration fee.

- During the subsequent licensing term ~~first Renewal of a Show~~, if a Client again receives more than 500 applications, Client will no longer be eligible for small-show pricing and will instead be offered standard ZAPP licensing fees for future Renewals for that Show.

**CHANGE:** Remove "first renewal of that show" and replace with "subsequent licensing term."

**RATIONALE:** Better phrasing to say the same thing.

- 
- ~~• Small show pricing is only available with the online jury format. Under this format, Client will use laptops or computer monitors to review images. Projectors and Rokus are not needed. Client will not be charged equipment rental or shipping fees for the Show.~~

**CHANGE:** Strike this entire bullet.

**RATIONALE:** Inaccurate. We allow small-show clients to use the projected jury format if they desire.

- 
- "Small shows may elect to use the projected jury format, provided the Client pays the additional fee of \$500.00, ~~the standard image management module fee of \$1,600.00,~~ equipment rental fees, and shipping fees.

**CHANGE:** Replace "the standard image management module fee of \$1,600" to "the additional fee of \$500.00, equipment rental fees, and shipping fees."

**RATIONALE:** That current listed pricing is not equitable for small shows compared to standard shows.

- 
- ~~• Small shows must accept credit card payments. Payments owed to ZAPP will be withheld from application fees as provided below.~~ Small shows must accept credit card payments for application or jury fees. Otherwise, payment of license fees must be collected upfront.

**CHANGE:** Replace existing text with: "Small shows must accept credit card payments for application or jury fees. Otherwise, payment of license fees must be collected upfront."

**RATIONALE:** The current language is too narrow and doesn't reflect our actual process. Shows do not have to accept credit card payments if they don't want to for payment of booth fees. For app/jury fees, they don't have to if they have arranged an up-front payment with us.

---

#### **Procedure for Payments from Eligible Artist Payments.**

The One Time Setup Fee of \$500.00 must be paid to ZAPP ~~before a show can begin accepting applications.~~ ~~with the signed service agreement.~~ Other fees due to ZAPP will be withheld from Eligible Artist Payments (including ~~per application fees~~), unless an up-front payment is arranged.

The minimum Use Fee of \$1,100.00, and any Multiple Show Module Fee will be withheld from the first, and if necessary, subsequent payments of Eligible Artist Payments held by ZAPP, unless an up-front payment is arranged. ~~Per Application Fees will be calculated at either a monthly interval or upon the application's deadline. Those fees will be withheld from the next payment. Per Application Fees will be calculated upon the application's deadline and those Fees withheld from the payment following deadline.~~

~~If Client elects to use the Projected Jury format, Client is responsible for the \$1,500.00 Image Management Module, and any applicable equipment rental, and/or shipping Fees.~~

**CHANGE:** Remove stricken-through sections above and add highlighted sections.

**RATIONALE:** This reflects the actual behavior of payments and calculations, and it allows our finance team more flexibility in assessing per-application fees.

---

## **ATTACHMENT 2 SETUP AND SUPPORT**

**1. Setup Services and Training.** ZAPP will provide the services necessary to assist and train Client to integrate Client's Show-related information with the Service and in the basic functioning of the ZAPP Service, consisting of standard training, web-based documentation, and standard technical

Updated 8/15/17



support as defined in paragraph 2 of this Attachment. Client shall assign and have available a project coordinator and sufficient personnel to assist in the timely and orderly implementation of the Service. Standard training shall be provided to no more than two of Client's personnel, in one joint session, which may or may not include representatives of other clients, shall be conducted through electronic communication and email support, or a combination of each as determined by ZAPP. Additional training beyond the standard setup training can be purchased at ZAPP's then-current standard rate of \$100 per hour.

**CHANGE:** Add in the standard rate of \$100 to the last sentence.

**RATIONALE:** We've been asked what this rate is in contract negotiations. Listing it upfront aids with transparency.

---

## **2. Support.**

2.2 ZAPP will respond to 90% of support requests received between 8:30 a.m. and 1:00 p.m. Mountain Time on the same business day and to 90% of support requests received between 1:00 p.m. and 5:00 p.m. on the next business day between 8:30 a.m. and 1:00 p.m. and will respond to all support requests no later than two business days of receiving a request.

2.5 ZAPP management provides Client with a User Manual and Help Center that outlines all functionality of ZAPP. The User Manual should be referenced prior to Client calling for technical support.

**CHANGE:** Add "Mountain Time" specification to section 2.2. Add "and Help Center" to section 2.5.

**RATIONALE:** Additional clarity.

---

## **ATTACHMENT 4 FINANCIAL TRANSACTION SERVICE**

**1. Service.** In order to facilitate Client's use of the Service, ZAPP will act as Client's collection agent as provided for in this Attachment for the purpose of collecting and remitting to Client all application, imaging, jurying and other fees due from the Artists who both submit applications to participate in Client's Shows and make payment of the associated Fees to Client through electronic payments a credit card payment made by accessing the ZAPP Service ("Eligible Artists Payments").

**CHANGE:** Remove "credit card payment" and add "electronic payment."

**RATIONALE:** Electronic payments is more broad and inclusive of PayPal payments, which are accepted.

**2. Available Merchant Account.** All Eligible Artist Payments shall be made, captured and credited to the Designated Merchant Account, as defined below, using the protocols and systems provided for by ZAPP as part of the Service. The Designated Merchant Account shall be a VISA or MasterCard merchant account maintained directly between ZAPP and a financial institution.

**CHANGE:** Remove "a VISA or MasterCard merchant account."

**RATIONALE:** Too specific and limits potential future changes we may want to make.

**7. Credit Card Refunds.** ZAPP will process credit card refunds for Artists, if requested in writing by the Client, if an Artist has incorrectly paid for a Show product or has paid for a product and has withdrawn from the Show. Credit card refunds will only be processed at the written request of the Client. ZAPP reserves the right to refuse any credit card refund. The amount of credit card refunds and third party fees incurred for credit card refunds will be invoiced to Client or deducted from eligible artist payments.

**CHANGE:** Add highlighted section to first sentence. Remove strikethrough section. Add highlighted section to last sentence.

**RATIONALE:** We will refund an artist, at the request of the show, regardless of the reason. Also, in all applicable cases, we deduct the amount of the refund from a show's current queue of revenue — we don't typically invoice. This change better reflects our process.

**8. Financial Transaction Service Fees.** For its services in acting as Client's limited collection agent for Eligible Artist Payments, ZAPP shall be entitled to charge Client and withhold from remittances of Eligible Artist Payments an amount equal to two and 95/100th percent (2.95%) of all Eligible Artist

Payments (the "**ZAPP percentage fee**"), plus \$0.30 ~~per for~~ each electronic ~~product payment~~ transaction ("**ZAPP per transaction fee**") processed by ZAPP through the Service (the "**Financial Transaction Service Fee**"). The Financial Transaction Service Fee is inclusive of per-transaction and percentage fees charged by the financial institutions and third-party payment service providers providing the Designated Merchant Account, except to the extent that any financial institutions or third-party payment service providers providing the Designated Merchant Account increases its per-transaction fee to ZAPP or increases any service charge or merchant fee which is a function of the amount of collected payments (a "**percentage fee**") after the date of the Agreement, then the amount of such increased per-transaction fee over the per transaction fee paid by ZAPP on the date of the Agreement shall be added to the ZAPP per transaction fee and the increased percentage fee over the percentage fees incurred by ZAPP as of the date of the Agreement shall be charged to Client by ZAPP adding those increased percentage fees to the ZAPP percentage fee. ALL FEES, INCLUDING THE FINANCIAL TRANSACTION SERVICE FEE, DUE TO ZAPP SHALL BE SET OFF BY ZAPP AGAINST THE ELIGIBLE ARTIST PAYMENTS COLLECTED BY ZAPP AND IF NOT SET OFF AGAINST SUCH PAYMENTS SHALL BE DUE AND PAYABLE FROM CLIENT TO ZAPP AS OTHER FEES ARE DUE AND PAYABLE UNDER THE AGREEMENT.

**CHANGE:** Change sentence from "... plus \$.30 for each electronic payment transaction..." to "...plus \$.30 per each electronic product transaction."

**RATIONALE:** Our internal finance process assesses \$.30 per product, and not per transaction. We need to adjust this language to accurately reflect this long-standing process.

---

**9. Remittances.** ZAPP shall remit to Client, on a monthly basis, the net amount of the Eligible Artist Payments collected by ZAPP. These payments will be issued by check on or before the 5<sup>th</sup> business day of each month. ~~A final payment will be sent to Client on or before the 5<sup>th</sup> business day of the month following the creation of the jury event or within 14 days after the creation of the event jury, whichever is first.~~ Each payment will be accompanied by a report of transactions recorded by ZAPP. As used in this paragraph, the "net amount of the Eligible Artist Payments" means the gross amount of Eligible Artist Payments collected by ZAPP during the applicable period, less all Fees and other outstanding balances then owed to ZAPP and Charge Backs and Financial Transaction Service Fees incurred during the applicable period, and the "applicable period" means the period during which Eligible Artist Payments have been collected by ZAPP.

**CHANGE:** Remove the sentence "A final payment will be sent to Client on or before the 5th business day of the month following the creation of the jury event or within 14 days after the creation of the event jury, whichever is first."

**RATIONALE:** References to jury dates are not applicable. A reference to the "final payment" is unnecessary. Client will receive checks on a monthly basis until they are no longer collecting revenue.

---

~~**10. Other Fees.** Client revenues other than Eligible Artist Payments, such as booth fees, electricity fees, parking fees, administration fees, or any other fees ("**Other Fees**") collected by ZAPP will be collected and distributed in the same manner as Eligible Artist Payments, including Other Fees being subject to ZAPP's Financial Transaction Service Fee.~~

**CHANGE:** Strike this section entirely.

**RATIONALE:** Based on the description of "eligible artist payments" in section 1 **Service**, of attachment 4, I would argue that all payments can be considered eligible artist payments and "Other fees" is unnecessary. Removing this restriction allows us to deduct licensing fees from any type of revenue collected through artist payments for whatever product or service the show offers.

- END -



## **RESOLUTION**

DATE: November 12, 2018

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

WHEREAS the Special Events Coordinator has requested to contract the services of ZAPP Software, LLC, in conjunction with the Wyandotte Street Art Fair 2019, AND

WHEREAS Zapp Software, LLC will provide an online application process for potential WSAF artists at a cost of \$1,000 with funds to be paid from the WSAF Expense Account (285-225-925-860).

BE IT RESOLVED that Council concurs with the Special Events Coordinator to APPROVE the contract for Zapp Software LLC, for the 2019 Wyandotte Street Art Fair, 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**

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

To Whom It May Concern:

11/02/2018

Karen and Karl Goreta from Wine Dotte Bistro request that the city of Wyandotte grant Wine Dotte Bistro permission to keep up all our patio rails year-round. Since the patio is on city property and we must lease the space from the city the request is being made due to the wear and tear from erecting the rails and dismantling them every season. Wine Dotte Bistro would ensure that all patio furniture is removed, gate is securely locked and is not in use until city approval for 2019.

If you have any questions please contact Karl Goreta at 313 850-1314

Thank you,

A handwritten signature in black ink, appearing to read "Karl h Goreta". The signature is fluid and cursive, with a large initial "K" and a stylized "h".

Karl Goreta

## **RESOLUTION**

DATE: November 12, 2018

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

BE IT RESOLVED that the request of Karen and Karl Goreta, owners of Wine Dotte Bistro, to allow their patio rails to remain on City property year-round be referred to the City Engineer for review and report back to the Council with recommendation.

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: November 12, 2018

AGENDA ITEM # **6**

**ITEM:** Purchase Agreement to sell City owned property known as former 1756-1762 4<sup>th</sup> Street for construction of a new single family home

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



**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski

**BACKGROUND:** This property was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home which can be found at [www.wyandotte.net/FrontDesk/RequestForProposals.asp](http://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 Scott and Susan Armiak, 8761 Middleton Court, Grosse Ile, MI, for the construction of new single family home consisting of approximately 1,800 square feet, 3 bedrooms, 2.5 baths, full basement, exterior to be culture stone four (4) feet above grade around entire exterior with vinyl siding for remaining exterior.

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

**ACTION REQUESTED:** Adopt a resolution concurring with recommendation

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** Execute Purchase Agreement and close on property

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**



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

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:** Purchase Agreement; Map

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date:

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

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 1756-1762 4<sup>th</sup> Street is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 1756-1762 4<sup>th</sup> Street to Scott and Susan Armiak in the amount of \$10,000.00; AND

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

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 1756-1762 4<sup>th</sup> Street, between Scott and Susan Armiak 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 56 and 57 Roehrig's Subdivision as recorded in Liber 24 of Plat, Page 23 WCR being known as Former 1756-1762 4<sup>th</sup> Street  
know now as 1760 4<sup>th</sup> 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)

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

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



<b>Taxes and Prorated Items</b>	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, <i>Fiscal Year</i> applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. <b>Due dates are August 1 and December 1.</b>
<b>Broker's Authorization</b>	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The seller is hereby authorized to accept this offer and the deposit of <u>0</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

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

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

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

\_\_\_\_\_ However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

Additional conditions, if any: See Addendum for additional Paragraphs 12 through 20 and Signatures

IN PRESENCE OF:

\_\_\_\_\_ L. S.  
Purchaser

\_\_\_\_\_ L. S.  
Purchaser

\_\_\_\_\_ Address \_\_\_\_\_

Dated \_\_\_\_\_ Phone: \_\_\_\_\_

**BROKER'S ACKNOWLEDGMENT OF DEPOSIT**

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

Address \_\_\_\_\_

Phone \_\_\_\_\_ By: \_\_\_\_\_ 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.

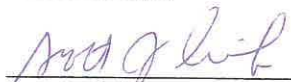
Dated \_\_\_\_\_ L. S.  
Purchaser




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 1,800 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, Sump Pump and basement to be plumb for future bathroom.
  - Exterior to be culture stone four (4) feet above grade around entire exterior with vinyl siding for rest of exterior.
  - Home must meet all current zoning requirements.
13. This Agreement is further contingent upon the Purchaser undertaking development within 180 days from date of closing and completing construction (which is defined as obtaining a final Certificate of Occupancy for an owned occupied single family home) within 365 days from the date of closing. "Undertaking development" is defined as: the completion of a basement foundation, walls and backfilling verified by inspection by the Engineering and Building Department pursuant to a building permit issued by the Seller(s) for construction of the home with all of the requirements described in Paragraph 12.
- Failure to undertake development within 180 days of closing or complete construction within 365 days as defined 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.
- Time is of the essence in commencing and completing this development , an Irrevocable Letter of Credit in the amount of Five Thousand (\$5,000.00) will be required to be executed by the Purchaser(s) at time of closing . See Attachment B.
14. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
15. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee. These charges will be paid at closing.
16. Dirt shall be removed from the site at the Purchaser's expense.
17. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
18. Purchase will be responsible to protect adjoining public and private property from damage during construction. Protection shall be made to control water runoff and erosion during construction activities. The person making or causing an excavation to be made shall provide written notice to the owners of adjoining buildings advising them that the excavation is to be made and that the adjoining buildings should be protected. Said notification shall be delivered not less than 10 days prior to the scheduled starting date of the excavation.
- Purchaser will be required to provide turf establishment before Final Certificate of Occupancy will be issued.  
(NOTE: Sod, seed and mulch blankets or hydro-seed will be acceptable means of turf establishment.)
19. 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) 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).
20. This Agreement is subject to the approval of the Wyandotte City Council.

PURCHASER(S):

  
\_\_\_\_\_  
Scott Armiak

8761 Middleton Court, Grosse Ile, MI 48138

  
\_\_\_\_\_  
Susan Armiak

Dated: 10.25.18

CITY OF WYANDOTTE, Seller

\_\_\_\_\_  
Joseph R. Peterson, Mayor  
3200 Biddle Avenue, Wyandotte, Michigan 48192

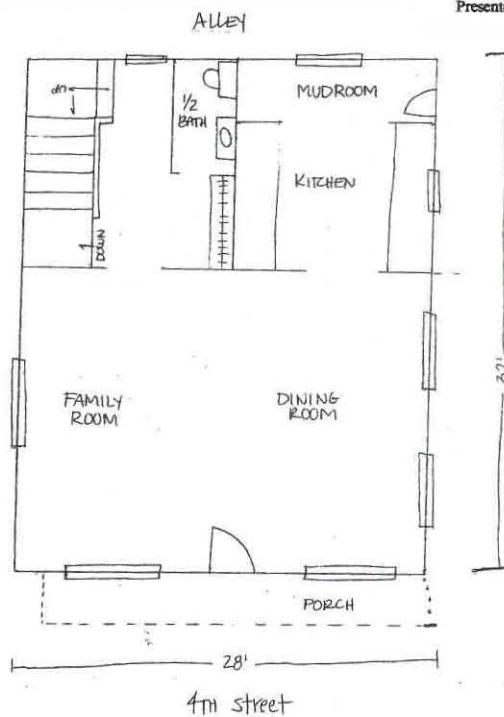
Dated: \_\_\_\_\_

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

Legal Department Approval \_\_\_\_\_



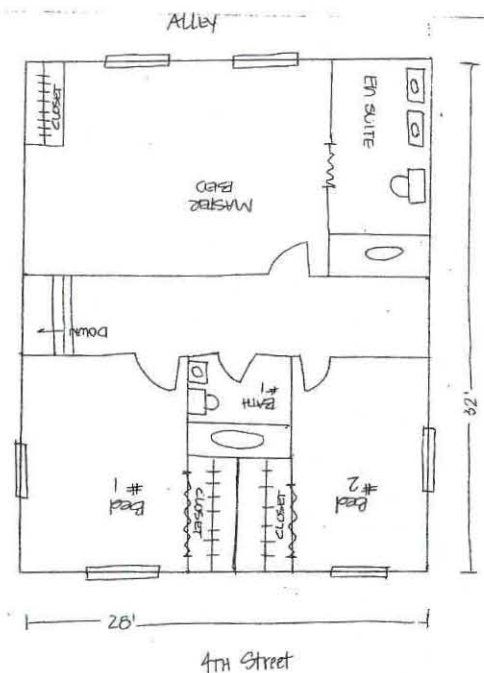
1<sup>st</sup> Floor 1756-1762 4<sup>th</sup> Street



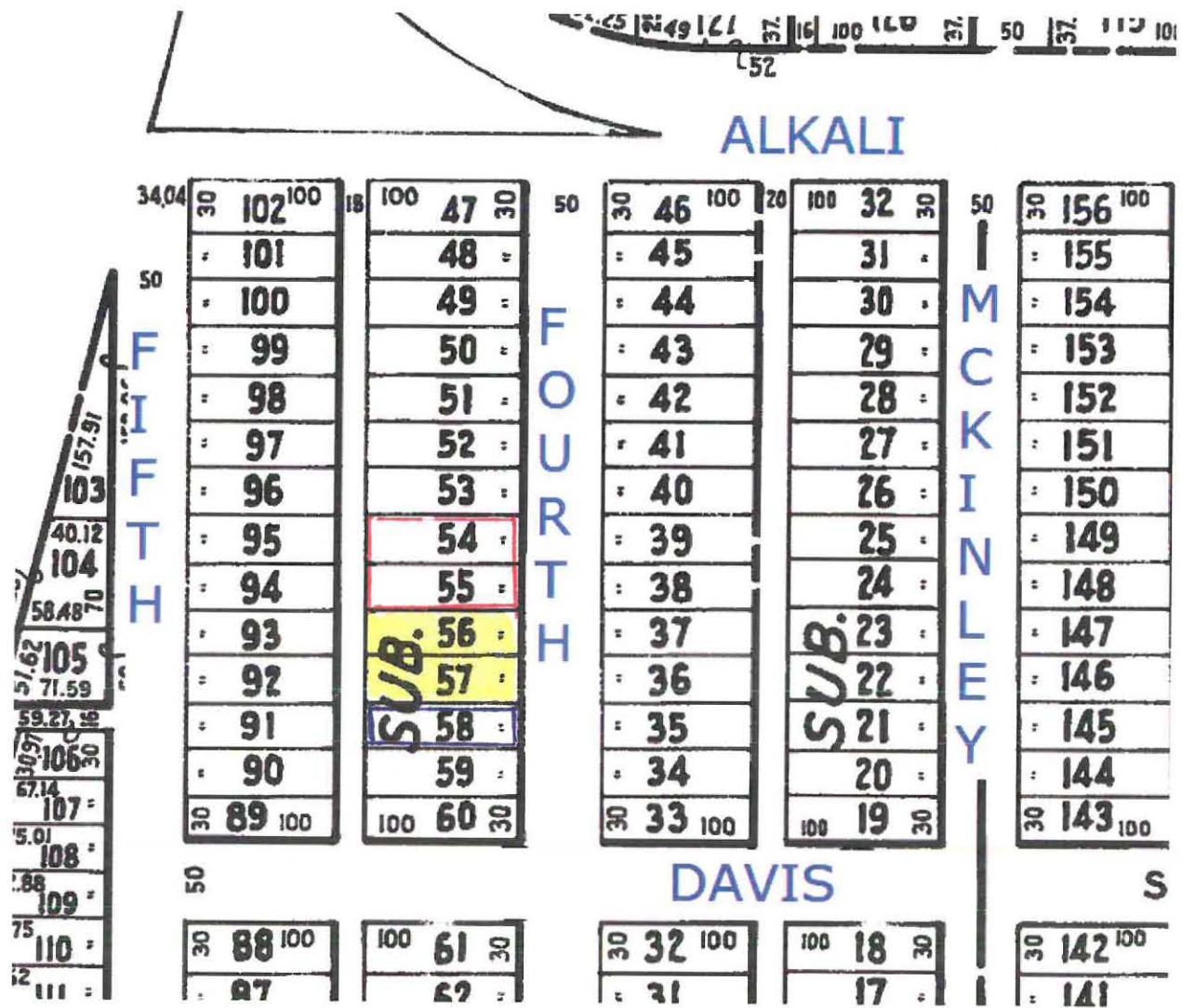
\* 28' X 32' Overall measurements, not including wrap around porch  
 \* Roughly 1800 sq. ft. \* Basement \* 3 Bedroom \* 2 1/2 Bath \* Galley Kitchen \* Mud Room  
 \* Study Room \* Open Concept Family Room/ Dining Room \* Exterior Features to include: Cedar Shakes on Gables, Custom Decorative Pillars/ Posts/Trim \* Stamped Concrete Porch

Presented By: Scott and Susan Armiak  
 8761 Middleton Court Grosse Ile, MI 48138

2<sup>nd</sup> Floor 1756-1762 4<sup>th</sup> Street







1744 4<sup>th</sup> Street - LOTS 54 AND 55 ROEHRIG'S SUB Lot Size: 60' x 100'

1756-1762 4<sup>th</sup> Street - LOT 56 AND 57 ROEHRIG'S SUB Lot Size: 60' X 100'  
Owner: City of Wyandotte

1768 4<sup>th</sup> Street - LOT 58 ROEHRIG'S SUB Lot Size: 30' x 100'

## **RESOLUTION**

DATE: November 12, 2018

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

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 1756-1762 4<sup>th</sup> Street is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 1756-1762 4<sup>th</sup> Street to Scott and Susan Armiak in the amount of \$10,000.00; AND

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

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 1756-1762 4<sup>th</sup> Street, between Scott and Susan Armiak 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:** November 12, 2018

**AGENDA ITEM #** **7**

**ITEM:** Neighborhood Enterprise Zone (NEZ) for Former 1756-1762 4<sup>th</sup> Street now known as 1760 4<sup>th</sup> Street, 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(s), Scott and Susan Armiak 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 1756-1762 4<sup>th</sup> Street now known as 1760 4<sup>th</sup> Street. 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 and application to Michigan Department of Treasury

**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: November 12, 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 1756-1762 4<sup>th</sup> Street is within the City of Wyandotte's Neighborhood Enterprise Zone #3 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 November 12, 2018, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 1756-1762 4<sup>th</sup> Street now known as 1760 4<sup>th</sup> Street, 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



**STATE USE ONLY**

Application No.

Date Received

## Application for Neighborhood Enterprise Zone Certificate

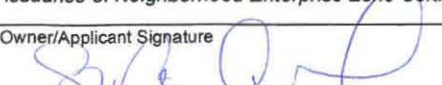
Issued under authority of Public Act 147 of 1992, as amended.

**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.

**PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)**

Applicant Name <b>Susan and Scott Armiak</b>			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 <b>1760 4th Street</b>			Amount of years requested for exemption (6-15) <b>12</b>	Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented
City <b>Wyandotte</b>	State <b>MI</b>	ZIP Code <b>48192</b>		
Name of City, Township or Village (taxing authority) <b>City of Wyandotte</b>			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 <b>Wayne</b>	School District <b>Wyandotte</b>			
Name of LGU that established district <b>City of Wyandotte</b>		Name or Number of Neighborhood Enterprise Zone <b>NEZ #3</b>	Date district was established <b>12/07/1992</b>	
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.  <b>Construct a new single family home with approximately 1,800 square feet, full basement, 3 bedrooms, and 2.5 bathrooms.</b>				
Timetable for undertaking and completing the rehabilitation or construction of the facility. <b>Start in spring 2018 to be completed spring 2019</b>				

**PART 2: APPLICANT CERTIFICATION**

Contact Name <b>Kelly Roberts</b>	Contact Telephone Number <b>(734) 324-4555</b>
Contact Fax Number <b>(734) 556-3179</b>	Contact E-mail Address <b>kroberts@wyandottemi.gov</b>
Owner/Applicant Name <b>Susan and Scott Armiak</b>	Owner/Applicant Telephone Number
Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) <b>8761 Middleton Court, Grosse Ile, MI 48138</b>	Owner/Applicant E-mail Address
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 <b>10-25-18</b>

Continue on Page 2



<b>PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)</b>			
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.			
<input type="checkbox"/> 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
<b>PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)</b>			
Action taken by LGU:  <input checked="" type="checkbox"/> Exemption Approved for _____ Years (6-15)  <input type="checkbox"/> Exemption Approved for _____ Years (11-17 historical credits)  <input type="checkbox"/> Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application:  <input checked="" type="checkbox"/> 1. Original Application <input checked="" type="checkbox"/> 2. Legal description of the real property with parcel code # <input checked="" type="checkbox"/> 3. Resolution approving/denying application (include # of years) <input type="checkbox"/> 4. <b>REHABILITATION APPLICATIONS ONLY.</b> 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.	
Date of resolution approving/denying this application			
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: November 12, 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 1756-1762 4<sup>th</sup> Street is within the City of Wyandotte's Neighborhood Enterprise Zone #3 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 November 12, 2018, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 1756-1762 4<sup>th</sup> Street now known as 1760 4<sup>th</sup> Street, 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**

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

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

MEETING DATE: November 12, 2018

AGENDA ITEM # **8**

**ITEM:** Contract Extension for 2018 Tree Cutting and Stump Removal

**PRESENTER:** Mark Kowalewski, City Engineer

*Mark Kowalewski*

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

**BACKGROUND:** CutMyTreeDown.Com, Inc. of Taylor, Michigan has indicated they can perform the tree cutting and stump removal services at the same unit rates set forth in the contract with the City for file #4730 for this budget year.

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 CutMyTreeDown.Com, Inc.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

TIFA Tree Maintenance

492-200-850-528

This work is budgeted.

\$60,000.00

**IMPLEMENTATION PLAN:** If approved by Council, authorize Mayor and Clerk to sign contract.

**COMMISSION RECOMMENDATION:**

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*Shrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:**

*W Josh (Reviewed contract)*

**MAYOR'S RECOMMENDATION:**

*MR*

**LIST OF ATTACHMENTS:**

Amendment to Contract

**MODEL RESOLUTION:**

DATE: November 12, 2018

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

BE IT RESOLVED that Council hereby concurs in the recommendation of the City Engineer to amend the 2018 Tree Cutting and Stump Removal, File #4730, contract with CutMyTreeDown.Com, Inc. to include the 2018-2019 Tree Cutting and Stump Removals as set forth in the Amendment to Contract for this work, and further, authorizes the Mayor and City Clerk to sign said amendment;  
FURTHER RESOLVED THAT the work will be funded from the TIFA Tree Maintenance account #492-200-850-528 (\$60,000).

I Move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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

## **RESOLUTION**

DATE: November 12, 2018

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

BE IT RESOLVED that Council hereby concurs in the recommendation of the City Engineer to amend the 2018 Tree Cutting and Stump Removal, File #4730, contract with CutMyTreeDown.Com, Inc. to include the 2018-2019 Tree Cutting and Stump Removals as set forth in the Amendment to Contract for this work, and further, authorizes the Mayor and City Clerk to sign said amendment; AND

BE IT FURTHER RESOLVED that the work will be funded from the TIFA Tree Maintenance account #492-200-850-528 (\$60,000).

I Move the adoption of the foregoing resolution.

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

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

### **YEAS**

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

### **COUNCIL**

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

### **NAYS**

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

## Guide Sheet

### FINAL READING OF AN ORDINANCE

**#1467**

**AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE  
ZONING ORDINANCE TO AMEND  
CERTAIN PORTIONS OF  
ARTICLE II – DEFINITIONS AND  
ARTICLE XXIV – GENERAL PROVISIONS**

**(RELATIVE TO PARKING REQUIREMENTS FOR  
MID- & HIGH-RISE CONDOMINIUMS)**

# **RESOLUTION**

DATE: November 12, 2018

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

## **AN ORDINANCE ENTITLED**

### **AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO AMEND CERTAIN PORTIONS OF ARTICLE II – DEFINITIONS AND ARTICLE XXIV – GENERAL PROVISIONS**

**CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN ORDAINS:**

#### **Section 1. Purpose and Intent**

It is determined necessary for the health, safety and welfare of the City to adopt this article regulating the definitions and the parking requirements for mid-rise or high-rise condominiums or apartments.

**Section 2.** Amendment to Article II Definitions, Section 201 Specific Terms by adding the following definitions:

#### **HIGH RISE CONDOMINIUM(S) OR APARTMENT(S)**

Building that is over eight stories that are used exclusively as dwelling units.

#### **MID RISE CONDOMINIUM(S) OR APARTMENT(S)**

Four to eight story building that are used exclusively as dwelling units.

**Section 3.** Amendment to Article II Definitions, Section 201 Specific Terms by amending the following definition:

Dwelling units. A building, or portion thereof, designed for occupancy by one (1) family for residential purposes and having cooking facilities which may include studio apartments or condominiums.

**Section 4.** Amendment to Article XXIV General Provisions, Section 2403 Parking Requirements by adding the following parking requirements for mid-rise or high-rise condominiums or apartments in CBD and outside the CBD:

2403.R.1.e: Mid- Rise, High Rise  
Condominiums or Apartments in  
CBD

One (1) parking space for each dwelling unit of one bedroom, one and one-quarter (1¼) parking spaces for each dwelling unit of two (2) bedrooms or more bedrooms. Plus one (1) additional parking space for every eight (8) dwelling units for guest parking.

2403.R.1.f:Mid –Rise, High Rise  
Condominiums or Apartments NOT  
in CBD

One and one quarter (1¼) parking space for each dwelling unit of one (1) bedroom, two (2) parking spaces for each dwelling unit of two (2) bedrooms or more bedrooms. Plus one (1) additional parking space for every eight (8) dwelling units for guest parking.



Section 5. Reservation of Rights.

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 6. Severability.

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

Section 7. Conflicting Ordinances.

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 8. Effective

This Ordinance shall take effect along with the notice of adoption in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption and shall take effect fifteen (15) days from the date after adoption or seven (7) days after publication, whichever is later. The notice of adoption shall include the text of the amendment, the effective date of the Ordinance and the place and time where a copy of the Ordinance may be purchased and inspected.

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: November 12, 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

10/25/2018 06:36 PM

User: ktrudell

DB: Wyandotte  
Receipt #

## RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 1/3

Post Date from 10/25/2018 - 10/25/2018 Open Receipts

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
O SEPT 2018 REC# 156538	10/25/2018	ktrudell	F2	27TH DISTRICT COURT	120,126.90 CITY CHECK 1202
O DISCLOSURE FEE-STOREY REC# 156539	10/25/2018	ktrudell	F2	AARON D COX	35.00 CITY CHECK 38794
O MONTHLY DEL TAX SETTLEMENT REC# 156540	10/25/2018	ktrudell	F2	WAYNE COUNTY TREAS	5,211.20 CITY CHECK 2582173
O OCTOBER 2018 RENT - 81 CHESTNUT REC# 156541	10/25/2018	ktrudell	F2	DOWNRIVER COUNCIL FOR THE ARTS	833.00 CITY CHECK 10000
O SEPT 2018 RESCUE COLLECTIONS REC# 1565472	10/25/2018	ktrudell	F2	ARBOR PROFESSIONAL SOLUTIONS	513.67 CITY CHECK 025773
O INTEREST EARNINGS DUWA ESCROW REC# 156543	10/25/2018	ktrudell	F2	US BANK	6,227.58 CITY CHECK 108723984
O POLICE DEFINED BENEFIT REC# 156544	10/25/2018	ktrudell	F2	CITY OF WYANDOTTE	586.90 CITY CHECK 131562
O MEDICARE PART B REIMBURSEMENT REC# 156545	10/25/2018	ktrudell	F2	MUNICIPAL SERVICE	1,206.00 CITY CHECK 093784
Total of 8 Receipts					134,740.25

DB: Wyandotte

Post Date from 10/25/2018 - 10/25/2018 Open Receipts

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
*** TOTAL BY GL DISTRIBUTION ***					
101-000-041-024				A/R ANN ARBOR COL-RESCUE	513.67
101-000-411-085				COUNTY DEL TAX SETTLEMENT	5,211.20
101-000-650-010				FINES DIST COURT WYAN	76,042.71
101-000-650-011				WORK FORCE-WYANDOTTE	4,760.00
101-000-650-012				DIST CT RIVERVIEW CASES	29,703.19
101-000-650-017				WORK FORCE-RIVERVIEW	980.00
101-000-650-018				COURT TECHNOLOGY WYANDOTT	3,070.00
101-000-650-020				COURT DRUG TESTING FEES	810.00
101-000-650-021				COURT SCREENING ASSESSMEN	3,345.00
101-000-650-024				CHEMICAL AWARENESS	1,416.00
101-000-655-018				Rental Income - 81 Chestnut	833.00
101-000-655-040				RECEIPTS-MISCELLANEOUS	35.00
590-000-655-010				Interest Earnings	6,227.58
731-000-392-040				Res. Police & Fire Employee Contrib	586.90
732-000-670-010				RETIREMENT FUND REIMBURSE	1,206.00
TOTAL - ALL GL NUMBERS:					134,740.25
*** TOTAL BY FUND ***					
101				General Fund	126,719.77
590				Sewage Fund	6,227.58
731				Retirement System Fund	586.90
732				Retiree Health Care Fund	1,206.00
TOTAL - ALL FUNDS:					134,740.25
*** TOTAL BY BANK ***					
GEN				GENERAL OPERATING FUND	
Tender Code/Desc.					
(CCK) CITY CHECK					126,719.77
TOTAL:					126,719.77
RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM					
(CCK) CITY CHECK					1,792.90
TOTAL:					1,792.90
SPEC SPECIAL REVENUE FUNDS					
(CCK) CITY CHECK					6,227.58
TOTAL:					6,227.58
TOTAL - ALL BANKS:					134,740.25
*** TOTAL OF ITEMS TENDERED ***					
Tender Code/Desc.					
(CCK) CITY CHECK					134,740.25
TOTAL:					134,740.25
*** TOTAL BY RECEIPT ITEMS ***					
(1)				7R: RETIREMENT FUND REIMBURSE	1,206.00
(1)				AS: COURT SCREENING ASSESSMEN	3,345.00
(1)				AW: CHEMICAL AWARENESS	1,416.00
(1)				EP: PD EMPLOYEE PENSION CONTR	586.90
(1)				M1: FINES DIST COURT WYAN	76,042.71
(1)				M2: WORK FORCE-WYANDOTTE	4,760.00
(1)				M3: DIST CT RIVERVIEW CASES	29,703.19
(1)				M6: WORK FORCE-RIVERVIEW	980.00
(1)				M7: COURT TECHNOLOGY WYANDOTT	3,070.00
(1)				M9: COURT DRUG TESTING FEES	810.00
(2)				MZ: MISC CASH/VARIOUS	7,060.58
(1)				RE: RECEIPTS-MISCELLANEOUS	35.00
(1)				TS: COUNTY DEL TAX SETTLEMENT	5,211.20



10/25/2018 06:36 PM

User: ktrudell

DB: Wyandotte

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 3/3

Post Date from 10/25/2018 - 10/25/2018    Open Receipts

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
-----------	------	---------	-------	-------------	--------

---

(1)	XV: A/R ANN ARBOR COL-RESCUE				513.67
-----	------------------------------	--	--	--	--------

TOTAL - ALL RECEIPT ITEMS:					<u>134,740.25</u>
----------------------------	--	--	--	--	-------------------

October 24, 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, October 24, 2018 at 5:00 PM.

Roll Call:      Present:   Commissioners      Leslie Lupo  
   Carolyn Harris  
   Robert J. Thiede  
   Paul Gouth-Excused  
   Bryan Hughes-Excused

General Manager & Secretary   Paul LaManes

Also, Present-                                   Steve Colwell- CATV  
   Charlene Hudson  
   Chris Brohl  
   Amber Sutphin  
   Dave Fuller

**Approval of Minutes:**

MOTION by Commissioner Thiede and SECONDED by Commissioner Harris to approve the October 17, 2018 regular meeting minutes of the Municipal Services Commission.

Commissioner Lupo asked that the roll be attached. No objections were made.  
Minutes Approved

**Hearing of Public Concerns:**

None

**Resolution #10-2018-7**

MOTION by Commissioner Thiede and SECONDED by Commissioner Harris to authorize the General Manager to execute a contract with Barton Malow, the most qualified bidder under sealed Bid# 4746 for Concrete Foundation and Sitework for the Auxiliary Boiler site at the Wyandotte Power Plant in the amount of \$664,000.00, as recommended by WMS Management.

YEAS: Commissioner Lupo, Harris, and Thiede

NAYS: None

Motion passes

**Reports and Communications:**

None

**Approval of Vouchers:**

MOTION by Commissioner Harris and SECONDED by Commissioner Thiede that the vouchers be paid as submitted.

**#5360 \$955,040.93**

Commissioner Lupo asked that the roll be called.

October 24, 2018

Wyandotte Municipal Services Commission  
Regular Meeting Minutes

YEAS: Commissioner Lupo, Harris, and Thiede

NAYS: None

Vouchers approved

**Late Items:**

None

Motion by Commissioner Thiede and seconded by Commissioner Harris to now adjourn the regular meeting at 5:04PM.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, and Thiede

NAYS: None

Meeting adjourned

**Next Regular Meeting - Wednesday, November 14, 2018 at 5 PM**

X

---

Paul LaManes  
General Manager/Secretary

# City of Wyandotte

## Police Commission Meeting

---

Minutes – Meeting Date: October 23, 2018

---

The Police Commission meeting took place at Wyandotte Police Department 2015 Biddle Avenue, Wyandotte Michigan, on Tuesday, October 23, 2018. The Chairperson, Commissioner Harris, called the meeting to order at 6:15 p.m.

### **ROLL CALL**

Present: Chief Brian Zalewski  
Commissioner John Harris  
Commissioner Bobie Heck  
Commissioner Douglas Melzer

Absent: None

Recording Secretary: Alice Baker

Others Present: Deputy Chief Archie Hamilton

The Commission approved the minutes as recorded for the meeting held on October 9, 2018. Approved Commissioner Melzer, seconded by Commissioner Heck.

**COMMUNICATIONS:** None

**NEW BUSINESS:** None

### **DEPARTMENTAL:**

#### **Hiring**

1. Deputy Chief Hamilton advised the Commission that the backgrounds, and interviews have been completed for the three available part-time positions.

Ordinance Officer: Gerald Cole  
Animal Control: Sarah Pappas  
Dispatch: Kristen Fronczak

Offers of employment will be given contingent to a successful physical exam and drug screening. Commissioner Melzer moved to approve the offers. Seconded by Commissioner Heck

#### **2. Police Chaplain**

Chief Zalewski recommended the appointment of the Reverend Kenneth Beesley Jr. as the Police Chaplain for the department. Reverend Beesley Jr. has met all the criteria set forth in the Wyandotte Police Department policy regarding a police Chaplain. Commissioner Melzer moved to approve the appointment. Seconded by Commissioner Heck.



# City of Wyandotte

## Police Commission Meeting

Deputy Chief Hamilton reported that Animal Control Officer Gillenwater has had his surgery and is still in the hospital. The Commission will be kept apprised of his progress.

### **Bills and Accounts:**

1. The bills and accounts in the amount of \$ 40,550.62 were approved for payment as submitted. Commissioner Melzer moved to approve payment. Seconded by Commissioner Heck.

Chief Zalewski advised the Commission that bids are currently being accepted for new carpeting in the Dispatch and Command areas.

### **ADJOURNMENT:**

With no further business to come before the Commission, upon motion duly made and supported, the meeting adjourned at 6:35 P.M.

Approved by:

The Police and Fire Commission

Alice M Baker  
amb

## WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Tuesday, October 9, 2018 pm at 7:30 pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

### **Members Present:**

Secretary Wally Merritt  
Commissioner Margaret Loya  
Commissioner Tom DeSana

### **Also Present:**

Sup't of Recreation Justin N. Lanagan  
Recreation Secretary Aimee Garbin

### **Excused:**

President Ed Ronco  
Vice President Ron Adams

A motion was made by Commissioner Loya and supported by Commissioner DeSana to approve the minutes of the previous meeting.

### **PERSONS IN THE AUDIENCE:**

None

### **CORRESPONDENCE:**

1. Thank you card from Ron Adams, Wyandotte Bears thanking Wyandotte Shores for the donation.

### **INTERDEPARTMENTAL:**

None

### **COUNCIL RESOLUTIONS:**

1. Council Resolution dated September 10, 2018 approving the demo version of the John Deere 7400A Trim and surround mower from J.W. Turf in the amount of \$23,807.24.
2. Council Resolution dated September 10, 2018 accepting the bid of TF Beck Company in the amount of \$45,025.00 for the roof restoration for Copeland Center.

### **REPORTS AND MINUTES:**

Arena Report September 2018: \$31.79 Open Skating.....\$6,673.93 Ice Rental.....\$1,973.99  
Concession.....\$1,484.48 Skating Lessons.

Account Breakdown Pay Period ending 9/2/2018 & 9/16/2018

Senior Van Report: August & September 2018

Tele-care: September 2018

Senior Friendship Club Report: June, July & August 2018

Golf Report: September 2018.....\$36,328.71

### **SPECIAL ORDER:**

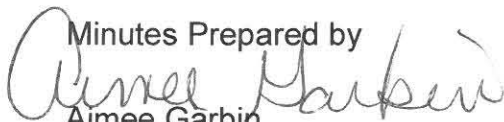
Commission discussed with Superintendent Lanagan:

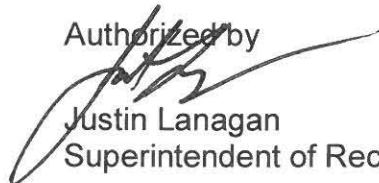
- Superintendent Lanagan stated that local skate boarder Garold Vallie has been holding skatepark committee meetings at Bishop Park and inquired if the monthly meetings could be held inside during the winter months. Superintendent Lanagan offered them the use of the small room adjacent to the Concession stand in Yack Arena on Monday nights at 7 p.m.
- Superintendent Lanagan stated the FY19 SMART contract was submitted for funding. Due to the millage approval the funding amount will increase 7.5% from just under \$64,000 to \$71,000 and \$2,300 dollars retroactive from FY18. The monies from SMART are used to purchase taxi tokens from Trinity for Wyandotte Senior Citizens and Disabled Citizens,

repairs and maintenance on the two SMART Vehicles we have as well as the insurance on the vehicles. Superintendent Lanagan stated he submitted a new vehicle acquisition request in September, 2016 for a new bus and it has been granted, as soon as we secure new insurance, we can pick up our new bus

- Superintendent Lanagan stated the Golf Course has finished in the black for the 2018 fiscal year.
- Superintendent Lanagan stated Friday, October 12<sup>th</sup> is the one-year anniversary of Kenny Prygoski's death and it will also be the lighthouse dedication as well. Superintendent Lanagan stated the dedication will be at 4 pm, at Wyandotte shores. The employee golf outing and pizza will take place prior.
- Superintendent Lanagan stated the fencing company finished fencing at the Athletic Association, F.O.P, Oak Club, Exchange, and VFW Parks.
- Superintendent Lanagan updated Commission on Special Events and the projects currently being worked on. Such projects include the ribbon cutting and open house for the newly renovated Fire House and Oktoberfest.

There being no further business to discuss, a motion was made by Commissioner Loya and supported by Commissioner DeSana to adjourn the meeting at 7:55 pm.

Minutes Prepared by  
  
Aimee Garbin  
Recreation Secretary

Authorized by  
  
Justin Lanagan  
Superintendent of Recreation

2018 Wyandotte Recreation Commission Meetings @ Yack Arena

**2<sup>nd</sup> Wednesday @ 5:30 pm**

December 12<sup>th</sup>

**2<sup>nd</sup> Tuesday @ 7:30 pm**

November 13<sup>th</sup>