



AGENDA

REGULAR SESSION

MONDAY, DECEMBER 17, 2018 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE DONALD SCHULTZ

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

PRESENTATIONS

- Presentation by Rob Woelkers of Biddle Bowl to the Wyandotte Goodfellows

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 – December 3, 2018
2. WMS Cable Vehicle Replacement
3. WMS Bid #4742: Bid Acceptance – RVP Construction, Inc.
4. WMS Water Department Purchase of 2018 CAT Backhoe/Loader
5. Wyandotte Today Magazine Contract
6. Annual MDOT Permit – Right of Way Activities

NEW BUSINESS

7. Property Acquisition – 3040, 3056, 3058 1st St.
8. AFSCME Local #894 – Tentative Agreements
9. POAM Police & Fire Dispatchers Collective Bargaining Unit – Tentative Agreements
10. First Reading #1468: Prohibition of Marijuana Businesses, Facilities, and Establishments
11. WMS Professional Services Consulting Statement of Work – Arris
12. Multi-Function Printer Purchase Agreement/Toshiba Business Solutions
13. Christmas Tree Collection
14. Purchase Agreements:
 - a. 900 Vinewood
 - b. 912 Vinewood
 - c. 1924 Ford Avenue – Tax Foreclosure
15. Fee Increase – DPS Services
16. Community Development Block Grant (CDBG) Program
17. Dangerous Structure at 1234 Walnut – Scheduling of Show Cause
18. Reconstruction of Alley South of Maple and North of Roosevelt High School

BILLS & ACCOUNTS

REPORTS & MINUTES

Daily Cash Receipts	November 29, 2018
Downtown Development Authority	November 13, 2018
Fire Commission	November 27, 2018
Fire Fighter's Civil Service Commission	December 5, 2018
Zoning Board of Appeals	November 7, 2018

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

NEXT MEETING OF THE CITY COUNCIL: January 14, 2019

ADJOURNMENT

PRESENTATION

Presentation by Rob Woelkers of Biddle Bowl to the
Wyandotte Goodfellows

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

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

1. Approval of Council Meeting Minutes – December 3, 2018
2. WMS Cable Vehicle Replacement
3. WMS Bid #4742: Bid Acceptance – RVP Construction, Inc.
4. WMS Water Department Purchase of 2018 CAT Backhoe/Loader
5. Wyandotte Today Magazine Contract
6. Annual MDOT Permit – Right of Way Activities

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

CITY OF WYANDOTTE
REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, December 3, 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: City Assessor Theodore Galeski

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

PRESENTATION

- Presentation by Brian Webb of the Zombie Pub Crawl to the “Yes, Ma’am” program

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

CONSENT AGENDA

2018-490 CONSENT AGENDA APPROVALS

By Councilperson Sabuda, supported by Councilperson Alderman

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

1. Approval of Council Meeting Minutes – November 19, 2018
2. The Year of the Bird Proclamation
3. Antenna Site License Agreement – Sprint/1077 Grove

Motion unanimously carried.

2018-491 MINUTES

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED that the minutes of the meeting held under the date of November 19, 2018, be approved as corrected.

Motion unanimously carried.

2018-492 YEAR OF THE BIRD PROCLAMATION

By Councilperson Sabuda, supported by Councilperson Alderman

WHEREAS, birds are present in every environment urban or rural, wetland or prairie, and are an ever-present reminder of beauty of nature all around us.

WHEREAS, 2018 is the centennial year of the Migratory Bird Treaty Act which protects over 1000 bird species including birds in our backyards, and those that nest and/or migrate through our city on their international journeys, using our abundant woods, fields, river banks, and wetlands in our city parks and in the Detroit River International Wildlife Refuge, which is partly within our city,

WHEREAS ON MAY 22, 2017 Detroit was designated the 29th Urban Bird Treaty City by the US Fish and Wildlife Service because of the Detroit area’s amazing diversity of birds, bird habitats, and that the region has adopted a plan (Detroit Urban Bird Treaty Action Strategy) to protect and enhance that diversity.

WHEREAS THE DETROIT RIVER WHICH IS LITERALLY OUR “FRONT YARD,” HAS BEEN DESIGNATED AN IMPORTANT BIRD AREA by National Audubon Society, Cornell Laboratory of Ornithology, and Birdlife International.

WHEREAS, each year, more than 250 migrating bird species grace us with reminders of their fortitude and persistence to make long journeys from Central and South America to or through Southeast Michigan, Wayne County, and Detroit.

WHEREAS, in February 2018 Wayne County environmentalists, naturalists, and birders of Detroit Audubon reported local sightings of 510 individual birds of 115 species during the Michigan Great Backyard Bird Count, and Detroit Audubon has documented over 350 species of bird species in Southeast Michigan.

WHEREAS Wyandotte is an important site for the February international waterfowl survey, a cooperative effort between Detroit Audubon and Bird Studies Canada.

WHEREAS, local agencies play critical roles in monitoring, studying, counting, feeding, enhancing habitat, and assisting injured birds including Detroit Audubon, Metro-Detroit Nature Network, Detroit Zoo, the Detroit River International Wildlife Refuge, the Friends of the Detroit River, the River Raisin Institute, Washtenaw Bird Center, and the Huron-Clinton Metropolitan Park Authority.

WHEREAS, our local area includes a significant migratory and wintering assemblage of Canvasback Ducks totaling 10% of the world’s population and the Western Lake Erie Basin serves as a stop-over for thousands of raptors and migratory water fowl.

WHEREAS, human actions present the number one threat to birds; including change in the climate, destruction of habitat, planting of non-native and invasive plants that reduce natural food sources, collisions with buildings, introduction of invasive animal species, and overuse of chemicals in yards and fields creating toxic runoff in waterways. All of which can be mitigated or prevented through common sense best practices.

THEREFORE, in honor of the 100th anniversary of the Migratory Bird Treaty Act, I, Mayor Joseph R. Peterson, do hereby proclaim 2018 to be **Year of the Bird in the City of Wyandotte** and urge businesses and citizens to promote the conservation of our environment, the planting of native trees, and the protection of birds that live in and travel through our city, the Detroit River Watershed, and the Mississippi and Atlantic Flyways which converge here.

Motion unanimously carried.

2018-493 ANTENNA SITE LICENSE AGREEMENT – SPRINT/1077 GROVE

By Councilperson Sabuda, supported by Councilperson Alderman

BE IT RESOLVED that Council approves the Consent Letter to Antenna License Agreement for the tower at 1077 Grove with Sprint; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Letter.

Motion unanimously carried.

NEW BUSINESS

2018-494 RETIREE HEALTH CARE PLAN – REVISED CORRECTIVE ACTION PLAN

By Councilperson Sabuda, supported by Councilperson Alderman

BE IT RESOLVED that the Correction Action Plan (Form 5597) submitted by the City Administrator is received and placed on file; AND

Further, notes that the Application demonstrates actions that have been undertaken to mitigate this underfunded status which include eliminating defined benefit retiree health care coverage for employees hired after 2008, 2009, 2011, and 2013 (depending on employee group) and transferring funds from the City’s General Fund to the Retiree Health Care Trust Fund; AND

Further, notes that the City has contributed additional funds to the retiree health care trust in excess of the annual cost of retiree healthcare in each of the past five (5) years and has increased the value of the retiree health care trust fund from a deficit of \$247,000 in 2003 to \$2.357 million in 2017; AND

Further, acknowledges the Other Postemployment Benefits (OPEB) Projection for the City of Wyandotte Retiree Health Care Plan (Plan) prepared by GRS Retirement Consulting dated November 9, 2018, which indicates that the Plan will achieve a 40% funded level within thirty (30) years if an additional \$38,020 is contributed to the Trust Fund annually; AND

Further, instructs the City Administrator to make the necessary budget amendments to facilitate this additional annual contribution beginning in the current fiscal year (2019) and for the next thirty (30) years; AND

Thus, the City Council approves the Corrective Action Plan as prepared and recommended by the City Administrator.

Motion unanimously carried.

2018-495 HIRING OF PROBATIONARY POLICE OFFICER – J. JUDGE

By Councilperson Sabuda, supported by Councilperson Alderman

BE IT RESOLVED that Council Concurs with the determination that vacancies exist for the position of Police Officer and the Council authorizes the filling of such vacancies and

FURTHER RESOLVED that subsequent to a written examination, physical agility test, background investigation and interview panel conducted by the police department, candidate Jorden Judge is being offered employment as Probationary Police Officer contingent upon her successful completion of a physical, drug screen, psychological examination and the successful completion of the police academy.

Motion unanimously carried.

2018-496 SALE OF FORMER 1331 WALNUT

By Councilperson Sabuda, supported by Councilperson Alderman

BE IT RESOLVED that Council concurs with the communication from the City Engineer regarding the sale of Former 1331 Walnut, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Joan Cochran to acquire 22.5 feet of the Former 1331 Walnut in the amount of \$1,125.00; AND

BE IT FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor and Clerk are hereby authorized to sign said Documents.

Motion unanimously carried.

2018-497 CLOSED SESSION

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED that the Mayor and City Administrator have expressed a desire to meet in closed session to consider the purchase of real property. This is in accordance with Section 15.268d of PA 267 of 1976.

THEREFORE, BE IT RESOLVED that this Body will meet in closed session immediately following the regularly scheduled Council meeting for the above-stated purpose only.

Motion unanimously carried.

BILLS & ACCOUNTS

2018-498 BILLS & ACCOUNTS

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED that the total bills and accounts of \$1,160,499.73 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

REPORTS & MINUTES

Beautification Commission

October 10 & November 14, 2018

Daily Cash Receipts

November 21, 2018

Fire Commission

November 13, 2018

Police Commission

November 13 & November 27, 2018

Retirement Commission

October 19, 2018

Zoning Board of Appeals

November 7, 2018

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

None

ADJOURNMENT**2017-499 ADJOURNMENT**

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 7:52 p.m.

Motion unanimously carried.

A handwritten signature in black ink, appearing to read "Lawrence S. Stec", is written over a horizontal line.

Lawrence S. Stec, City Clerk

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

RESOLVED that the minutes of the meeting held under the date of December 3, 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: 12/17/2018

AGENDA ITEM # 2

ITEM: Municipal Services – Concur with MiDEAL Bid for Cable Vehicle Replacement – 2019 Ford Transit 250 Cargo Van

PRESENTER: Steve Timcoe-Superintendent CATV 

INDIVIDUALS CONSULTED: Paul LaManes-General Manager 

BACKGROUND: The Cable Department currently has a 2007 Ford Econoline 250 Service Van that is 12 years old, at end of life, in need of repair and has rust issues. This resolution is a request for replacement. It has been determined, given its intended use, that a like model service van (Ford 2019 Transit 250 Service/Cargo Van) should be purchased to replace this vehicle. Purchase price of recommended vehicle includes interior and exterior additions outfitting for ready use as Cable Technician Install/Service vehicle.

STRATEGIC PLAN/GOALS: Providing the public with friendly, responsive, reliable and customer-focused services that are fiscally responsible.

ACTION REQUESTED: Concur with the Wyandotte Municipal Services Commission approval authorizing the purchase of a new Ford 2019 Transit 250 Service/Cargo Van as detailed in attached quote from Gorno Ford, utilizing the MiDEAL vehicle State Bid Price for an amount not to exceed \$30,856, as recommended by WMS management.

BUDGET IMPLICATIONS: Approved FY2019 capital budget for Cable vehicles = \$115,000.

IMPLEMENTATION PLAN: Subsequent to City Council concurrence, place order for vehicle, take delivery, file paperwork/title and put into service.

MAYOR'S RECOMMENDATION – 

CITY ADMINISTRATOR'S RECOMMENDATION – 

LEGAL COUNSEL'S RECOMMENDATION – N/A

LIST OF ATTACHMENTS –

- Detailed Quote
- MiDEAL Van Listing for base price

RESOLUTION

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Municipal Services Commission authorizing the purchase of a 2019 Ford Transit Service/Cargo Van from Gorno Ford by the Cable Department for an amount not to exceed \$30,856 as secured through the State of Michigan MiDEAL vehicle bid contract #071B7700181, additionally outfitted for Cable Service/Installation Technician operation, as recommended by WMS management.

I move the adoption of the foregoing resolution.

MOTION by Councilperson_____

Supported by Councilperson_____

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

GORNO FORD
Woodhaven Mi
Bus: 734-671-4017
Fax: 734-671-4375

CITY OF WYANDOTTE
CATV DEPT
WYANDOTTE, MI
734-324-7131
ktims@wyan.org

ATT: KURT TIMS

11-30-18

2019 FORD TRANS 250 LR CARGO VAN, MI CONTRACT 071B7700181

MIDEAL SPEC# VAN-0124

- ✓ 3.7L V6 ENGINE
- ✓ 6 SPD AUTO SELECT SHIFT TRANS
- ✓ 130" WHEELBASE
- ✓ EXTERIOR COLOR: OXFORD WHITE
- ✓ INTERIOR COLOR PEWTER VINYL INTERIOR
- ~~60/40 SIDE CARGO DOORS~~ *Sliding Passenger Door*
- ✓ 235 / 65R16 BSW
- ~~3.73 REGULAR REAR AXLE~~ *Limited Slip*
- ✓ FLOOR COVERING / AIR CONDITIONING FRONT ONLY
- ✓ MIRROR SHORT ARM POWER
- ✓ POWER EQUIPMENT GROUP
- ✓ AM/FM/CLOCK
- ✓ HEAVY DUTY ALTERNATOR

CONTRACT PRICE FOR TRANS 250

\$ 21,536.00

(MSRP= \$ 34,630.00) (MIDEAL SAVINGS \$ 13,094.00)

ADDITIONAL EQUIPMENT

SLIDING PASSENGER CARGO DOOR	✓ \$ 175.00
3.73 LIMITED SLIP REAR AXLE	✓ \$ 375.00
VINYL FLOOR COVERING REAR CARGO AREA	✓ \$ 245.00
REAR AND SIDE CARGO DOOR FIXED GLASS	✓ \$ 250.00
BACK UP ALARM	✓ \$ 125.00
REVERSE SENSING	✓ \$ 295.00
DUAL BATTERIES	✓ \$ 295.00
DAYTIME LAMPS	✓ \$ 45.00
FRONT FLOOR MATS	✓ \$ 75.00

✓	TRIPLIGHT 2000 WATT INVERTOR MOUNTED IN CARGO AREA	✓ \$ 1,595.00
	BEACON 6" LED LIGHT MOUNTED TOP OF LADDER RACK	
	DUAL COMBO LADDER RACK (DROP DOWN/CLAMP DOWN)	
	ADRIAN STEEL TELECOMMUNICATION SHELVING W/ PARTITION	
	ADRIAN STEEL CONSOLE BETWEEN DRIVER AND PASSENGER SEAT	✓ \$ 5,845.00
	TOTAL FOR ADDITIONAL EQUIPMENT	\$ 9,320.00
	TOTAL FOR VEHICLE AND EQUIPMENT DELIVERED TO WYANDOTTE	\$ 30,856.00

PAS-0006A	PASSENGER VEHICLES: LARGE SIZE, ALTERNATIVE FUEL (Front Wheel Drive) 4 Door Sedan (Automatic Transmission)	2018	Ford	Taurus SE	Gorno Ford	\$19,955.00	\$2.50
PAS-0007	PASSENGER VEHICLES: MID SIZE (Front Wheel Drive) 4 Door Sedan (Automatic Transmission)	2018	Ford	Fusion S	Gorno Ford	\$16,285.00	\$2.50
S-0008	PASSENGER VEHICLES: LARGE- ADMINISTRATOR SERIES 4 Door Sedan - (Automatic Transmission)	2018	Ford	Taurus SE	Gorno Ford	\$19,945.00	\$2.50
VAN-0121	VANS: CARGO VAN BODY (Payload 1,700 lbs., min.) <i>60/40 Side door (101A)</i>	2018	Ford	TRANSIT 150 LR VAN	Gorno Ford	\$21,499.00	\$2.50
VAN-0121A	VANS: CARGO VAN BODY ALTERNATIVE FUEL (Payload 1,700 lbs., min.)	2018	Ford	TRANSIT 150 LR VAN	Gorno Ford	\$21,599.00	\$2.50
VAN-0122	VANS: VAN, 8 PASSENGER (Payload 1,600 lbs., min.)	2018	Ford	TRANSIT 150 LR WAG	Gorno Ford	\$23,699.00	\$2.50
VAN-0122A	VANS: VAN, 8 PASSENGER ALTERNATIVE FUEL (Payload 1,600 lbs., min.)	2018	Ford	TRANSIT 150 LR WAG	Gorno Ford	\$23,615.00	\$2.50
VAN-0123	VANS: VAN, 12 PASSENGER (Payload 2,649 lbs., min.)	2018	Ford	TRANSIT 350 LR WAG	Gorno Ford	\$26,599.00	\$2.50
VAN-0123A	VANS: VAN, 12 PASSENGER ALTERNATIVE FUEL (Payload 2,649 lbs., min.)	2018	Ford	TRANSIT 350 LR WAG	Gorno Ford	\$26,735.00	\$2.50
VAN-0124	VANS: CARGO VAN BODY, THREE-QUARTER TON (Payload 3,100 lbs., min.)	2018	Ford	TRANSIT 250 LR VAN	Gorno Ford	\$21,536.00	\$2.50
VAN-0124A	VANS: CARGO VAN BODY, THREE-QUARTER TON ALTERNATIVE FUEL (Payload 3,100 lbs., min.)	2018	Ford	TRANSIT 250 LR VAN	Gorno Ford	\$22,430.00	\$2.50
VAN-0125	VANS: CARGO VAN BODY, ONE TON (Payload 3,900 lbs., min.)	2018	Ford	TRANSIT 350 LR VAN	Gorno Ford	\$24,132.00	\$2.50
VAN-0125A	VANS: CARGO VAN BODY, ONE TON ALTERNATIVE FUEL (Payload 3,900 lbs., min.)	2018	Ford	TRANSIT 350 LR VAN	Gorno Ford	\$24,220.00	\$2.50
VAN-0126	VANS: VAN 15 PASSENGER	2018	Ford	TRANSIT 350 LR WAG	Gorno Ford	\$27,815.00	\$2.50
VAN-0126A	VANS: VAN 15 PASSENGER ALTERNATIVE FUEL	2018	Ford	TRANSIT 350 LR WAG	Gorno Ford	\$27,930.00	\$2.50
VAN-0127	VANS: COMPACT VAN 5 PASSENGER, FRONT WHEEL DRIVE (Payload 1,470 lbs., min.)	2018	Ford	TRANSIT CON. WAG XL	Gorno Ford	\$21,998.00	\$2.50
VAN-0128A	VANS: COMPACT VAN, 7 PASSENGER (Minimum), FRONT WHEEL DRIVE ALTERNATE FUEL VEHICLES (Payload 1,100 lbs., min.)	2018	Ford	TRANSIT CON. WAG XL	Gorno Ford	\$22,200.00	\$2.50
VAN-0129A	VANS: COMPACT VAN, CARGO, FRONT WHEEL DRIVE, ALTERNATIVE FUEL (Payload 1,580 lb., min.)	2018	Ford	TRANSIT CON. VAN XL	Gorno Ford	\$20,242.00	\$2.50
VAN-0130	VANS: COMMERCIAL, 10 PASSENGER, RAISED ROOF (Payload 3,200 lbs., min.)	2018	Ford	TRANSIT 150 MED. ROOF WAGON	Gorno Ford	\$28,100.00	\$2.50
VAN-0131	VANS: COMMERCIAL, CARGO, RAISED ROOF (Payload 4,800 lbs., min.)	2018	Ford	TRANSIT 150 MEDIUM ROOF VAN	Gorno Ford	\$23,500.00	\$2.50

→ Same Pricing - 2019 model year

Vehicle purchase is 2019 Ford Transit 250 LR VAN

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Municipal Services Commission authorizing the purchase of a 2019 Ford Transit Service/Cargo Van from Gorno Ford by the Cable Department for an amount not to exceed \$30,856 as secured through the State of Michigan MiDEAL vehicle bid contract #071B7700181, additionally outfitted for Cable Service/Installation Technician operation, as recommended by WMS management.

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: 12/17/2018

AGENDA ITEM # **3**

ITEM: Municipal Services – Concur with Approval for FY2019 Water Main Project – Sealed Bid #4742

PRESENTER: William Weirich – Superintendent of Water 

INDIVIDUALS CONSULTED: Paul LaManes – GM 

BACKGROUND: During the reconstruction of the Wyandotte Fire Station a fire flow test was requested so that the design for the fire sprinkler system within the building could move forward. The test performed showed that the required flow in gallons per minute could not be delivered to what was needed for the designed system for the building. Several options were discussed; troubleshooting the water main line included checking for any closed valves within the area, none were found closed; hydrants were opened to check the flow and it was found that there was not enough flow to meet the required gallons per minute for their system. Water pressure in the surrounding area will also improve with this project.

Due to the small size (6-inch water main) and its age it was determined that there was a reduction of size within the water main, so to correct this and to help meet future needs it was decided to replace this main with a new 12-inch water main from 2nd St to 3rd St on Maple.

Sealed bids for file #4742 were opened on November 19, 2018 from three companies with the following results:

RVP Construction, Inc. ----- \$150,655.00
D & D Water & Sewer, Inc. ---- \$168,135.00
M K Construction Co., Inc. ----- \$259,037.13

Detailed bids available on file in the City Clerk's office.

STRATEGIC PLAN/GOALS: Improving infrastructure conditions in all neighborhoods.

ACTION REQUESTED: Concur with the Wyandotte Municipal Services Commission approval to accept sealed bid #4742 from RVP Construction, Inc. as the lowest bid, in the amount of \$150,655.00, as recommended by WMS management.

BUDGET IMPLICATIONS: Water Main projects were approved in the FY2019 Water Department capital budget under the Water Main Replacement Program account #592-000-970-000-1030WA for a total of \$ 350,000.

IMPLEMENTATION PLAN: Subsequent to City Council concurrence, schedule project with RVP Construction, Inc.

MAYOR'S RECOMMENDATION: 

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL REVIEW: N/A

LIST OF ATTACHMENTS:

- Bid Log
- Detailed Bid Tabulation Sheet
 - Additional bid detail available in the City Clerk's office

RESOLUTION:

NOW, THEREFORE BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Wyandotte Municipal Services Commission authorizing the General Manager to accept sealed bid #4742 from the lowest bidder, RVP Construction, Inc. in the amount of \$150,655.00 for Water Main replacement on Maple Street between 2nd Street and 3rd Street, as recommended by WMS management.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

OFFICIALS

Theodore H. Galeski
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER



MAYOR
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

2018 Maple Street Water Main Project
File #4742
Bid Opening: November 19, 2018

Contractor	Bid Amount	Bid Bond
RVP Construction, Inc. P.O. Box 143 12500 Berlin Rd S. Rockwood, MI 48179	\$150,655.00	Yes
D&D Water & Sewer, Inc. 5700 Sheldon Rd South Canton, MI 48188	\$168,135.00	Yes
M K Construction Co., Inc. 18388 Dix Toledo Rd Brownstown, MI 48193	\$259,037.13	Yes

**2018 Maple Street Water Main Project
File 4742 Bid Opening: November 19, 2018**

Corpspec 11/20/16

#	Pay Item	Quantity	Unit	RVP Construction S. Rockwood, MI		D&D Water & Sewer Canton, MI		MK Construction Brownstown, MI	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Remove Concrete Pavement with HMA Overlay	85	SYD	\$ 72.00	\$ 6,120.00	\$ 15.00	\$ 1,275.00	\$ 147.50	\$ 12,537.50
2	Remove 4-inch Concrete	200	SFT	\$ 7.00	\$ 1,400.00	\$ 5.00	\$ 1,000.00	\$ 5.63	\$ 1,126.00
3	21A Stone Base	15	TON	\$ 68.00	\$ 1,020.00	\$ 25.00	\$ 375.00	\$ 254.26	\$ 3,813.90
4	8-inch Concrete Base Course	85	SYD	\$ 148.00	\$ 12,580.00	\$ 120.00	\$ 10,200.00	\$ 140.00	\$ 11,900.00
5	HMA Wearing Course - 13A	10	TON	\$ 375.00	\$ 3,750.00	\$ 500.00	\$ 5,000.00	\$ 280.00	\$ 2,800.00
6	4-inch Concrete ADA Sidewalk	200	SFT	\$ 16.00	\$ 3,200.00	\$ 15.00	\$ 3,000.00	\$ 11.20	\$ 2,240.00
7	ADA Detectable Warning Surface (Yellow)	5	LFT	\$ 83.00	\$ 415.00	\$ 65.00	\$ 325.00	\$ 56.00	\$ 280.00
8	Regrade and Sod	75	SYD	\$ 76.00	\$ 5,700.00	\$ 20.00	\$ 1,500.00	\$ 13.33	\$ 999.75
9	12-inch HDPE Water Main (Directionally Bored)	405	LFT	\$ 149.00	\$ 60,345.00	\$ 300.00	\$ 121,500.00	\$ 402.24	\$ 162,907.20
10	8-Inch Ductile Iron Water Main	14	LFT	\$ 450.00	\$ 6,300.00	\$ 60.00	\$ 840.00	\$ 621.16	\$ 8,696.24
11	6-inch Ductile Iron Water Main	13	LFT	\$ 475.00	\$ 6,175.00	\$ 60.00	\$ 780.00	\$ 668.95	\$ 8,696.35
12	4-inch Ductile Iron Water Main	14	LFT	\$ 450.00	\$ 6,300.00	\$ 60.00	\$ 840.00	\$ 565.51	\$ 7,917.14
13	Gate Valve, 12-inch	2	EA	\$ 4,375.00	\$ 8,750.00	\$ 5,000.00	\$ 10,000.00	\$ 5,975.37	\$ 11,950.74
14	Live Tap, 12-inch x 12-inch	1	EA	\$ 11,900.00	\$ 11,900.00	\$ 6,500.00	\$ 6,500.00	\$ 15,770.40	\$ 15,770.40
15	Cut and Cap 2-inch Water Service	1	EA	\$ 1,950.00	\$ 1,950.00	\$ 500.00	\$ 500.00	\$ 3,183.97	\$ 3,183.97
16	Traffic Maintenance and Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00
17	Clean Up	1	LS	\$ 7,250.00	\$ 7,250.00	\$ 1,500.00	\$ 1,500.00	\$ 1,417.94	\$ 1,417.94
Contingent Pay Items									
18	8-inch Finished Concrete		SYD	\$ 152.00	-	\$ 120.00	-	\$ 300.00	-
19	4-inch Concrete Sidewalk		SFT	\$ 16.00	-	\$ 15.00	-	\$ 5.63	-
20	Re-grade and Hydroseed		SYD	\$ 78.00	-	\$ 20.00	-	\$ 13.00	-
21	Asphalt Cold Patch, Installed and Removed		TON	\$ 350.00	-	\$ 500.00	-	\$ 300.00	-
Bid Totals				\$150,655.00		\$168,135.00		\$259,037.13	

W:\Users\Passant\Central File Station\Water Main\Bid Tab

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Wyandotte Municipal Services Commission authorizing the General Manager to accept sealed bid #4742 from the lowest bidder, RVP Construction, Inc. in the amount of \$150,655.00 for Water Main replacement on Maple Street between 2nd Street and 3rd Street, as recommended by WMS management.

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

12/17/2018

MEETING DATE: ~~12/3/2018~~

AGENDA ITEM # 4

ITEM: Municipal Services – Concur with approval for the purchase of a 2018 CAT Backhoe/Loader for the Water Department utilizing State of Michigan MiDEAL Pricing

PRESENTER: William Weirich, Water Department Superintendent 

INDIVIDUALS CONSULTED: Paul LaManes, General Manager 

BACKGROUND: A new Backhoe/Loader is needed to replace the current 1999 New Holland Backhoe/Loader. The basic model listed on line item #4 of the MiDEAL contract is for a 2018 CAT model 420F2, standard boom stick, canopy, 2WD unit with a MSRP price of \$92,944 and MiDEAL contract price of \$68,778.56. The comparable model selected by the Water Department has a MSRP of \$ 84,890 and MiDEAL contract price of \$ 62,818.60 after applying the 26% MiDEAL contract discount. The unit requested for approval has additional options to match the current New Holland backhoe/loader which include; extendible boom stick for digging deeper than 8', 4WD, full Cab, air conditioning and a quick coupler for the dig bucket which will allow for changing the buckets on the job site more efficiently. A trade-in appraisal value for the 1999 New Holland Backhoe/Loader was received in the amount of \$10,000, reducing the final cost on the new Backhoe/Loader, including referenced options discounted at the MiDEAL discount of 16%, to a final cost of \$91,338.00.

STRATEGIC PLAN/GOALS: To provide services in an efficient, reliable and economical manner.

ACTION REQUESTED: Concur with the Wyandotte Municipal Services Commission approval for the purchase of a new 2018 CAT Backhoe/Loader at the MiDEAL price of \$ 101,338 and trade-in of the current 1995 New Holland Backhoe/Loader at a trade-in value of \$ 10,000, resulting in a net cost of \$ 91,338, as recommended by WMS management.

BUDGET IMPLICATIONS: New Backhoe/Loader was approved in the FY2019 Water Department capital budget, account #592-000-970-000-1031WA for \$101,500.

IMPLEMENTATION PLAN: Subsequent to Council concurrence, proceed with the purchase of the 2018 CAT 420F2 Backhoe /Loader.

MAYOR'S RECOMMENDATION -

CITY ADMINISTRATOR'S RECOMMENDATION -

LEGAL COUNSEL REVIEW: N/A

LIST OF ATTACHMENTS

- Priced Order Confirmation for the CAT model #420F2 Backhoe /Loader
- Copy of Michigan CAT Trade Appraisal
- MiDEAL detail for competitive vehicle and MiDEAL discounts

RESOLUTION:

BE IT RESOLVED, by the Wyandotte City Council that City Council concurs with the Wyandotte Municipal Services Commission approving the Water Department purchase of a 2018 CAT Model #420F2 Backhoe/Loader, including additional options, utilizing the State of Michigan MiDEAL bid and net of trade-in of the 1999 New Holland Backhoe/Loader, in the amount of \$91,338, as recommended by WMS management.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCILPERSON

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

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EQUIPMENT AND 7
CONVENIENT LOCATIONS
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STATE OF MICHIGAN
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MI DEAL CONTRACT#: 071B7700084

888-MICH-CAT | WWW.MICHIGANCAT.COM

Michigan 



October 18, 2018

City of Wyandotte Dept of Public Works
4201 13TH ST
Wyandotte, Michigan 48192

Dear Bill,

Thank you for this opportunity to quote a solution from Michigan CAT for your business needs. We are pleased to submit the following for your purchase consideration.

One (1) New CATERPILLAR Model: 420F2 APR Backhoe Loader with the following factory and dealer options included below:

STOCK NUMBER: 34450X

SERIAL NUMBER: 0HWC03509

YEAR: 2018

MACHINE

420F2 BHL ST, TIER 4, HRC	\$84,890.00
CUTTING EDGE, TWO PIECE	\$331.00
WORKLIGHTS (8) HALOGEN LAMPS	
INSTRUCTIONS, ANSI	
BELT, SEAT, 2" SUSPENSION	
STABILIZER PADS, FLIP-OVER	\$324.00
BUCKET, HOE, (NONE)	
SERIALIZED TECHNICAL MEDIA KIT	
SHIPPING/STORAGE PROTECTION	
RUST PREVENTATIVE APPLICATOR	
PLATE GROUP - BOOM WEAR	\$209.00
FENDERS, FRONT	\$557.00
STICK, EXTENDABLE, 14FT	\$4,660.00
ENGINE, 74.5KW, C4.4 ACERT, T4F	\$6,830.00
HYDRAULICS, GP, 6FCN/8BNK, ST	\$1,415.00
PRODUCT LINK, CELLULAR, PL641I	
CAB, DELUXE	\$8,110.00
SEAT, DELUXE FABRIC	\$890.00
AIR CONDITIONER, T4	\$2,365.00
TIRES, 12.5 80/19.5L-24, FS	\$1,385.00
COUNTERWEIGHT, 1015 LBS	\$1,705.00
BUCKET-GP, 1.4 CYD	\$3,351.00
RIDE CONTROL	\$1,440.00
COLD WEATHER PACKAGE, 120V HRC	\$755.00
PT, 4WD, STD SHIFT	\$9,270.00
LINES, COMBINED AUX, E-STICK	\$3,380.00

\$46,977⁰⁰

Total CAT List from Factory: \$131,867 - 26% per Contract item# 4 = \$97,581.58

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BUCKET-HD, 24", 6.2 CFT \$1,683.00
 COUPLER, PG, MANUAL, DUAL LOCK \$2,026.00
 Total CAT Work Tool List = \$3,709 -16% per Contract Item # 10 = \$ 3,115.56
 Delivery Charge = 150.00
 Subtotal per Contract = \$100,847.14
 Extended Warranty Upgrade from Standard Warranty = 490.86

"MI DEAL" SELL PRICE CONTRACT # 071B7700084 ATTACHED

NET BALANCE DUE

EXT WARRANTY

LESS GROSS TRADE ALLOWANCE - ATTACHED

TOTAL NET PURCHASE PRICE

\$101,338.00

\$101,338.00 R

Included

(A) (\$10,000.00)

\$91,338.00 R

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
555E	NEW HOLLAND (NH)	031003582	1999	(A) \$10,000.00

WARRANTY

Standard Warranty:

Michigan CAT 12 Month, Unlimited Hour Standard Full Machine
Warranty Service Agreement with 6 Months Mileage

Extended Warranty:

420-60 MO/5000 HR POWERTRAIN (Tier 4)

We believe the equipment as quoted will exceed your expectations. On behalf of Michigan CAT, thank you for the opportunity to supply Caterpillar machinery. This quotation is subject to machine availability and valid for 30 days, after which time we reserve the right to update the quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Paul Mackin
 Account Representative
 Paul.Mackin@MICHIGANCAT.com
 313-402-7674

1-888-MICH CAT
 www.michigancat.com

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 Kalkaska . Brownstown Twp. Kalamazoo



July 31, 2018

City of Wyandotte Dept of Public Works
4201 13TH ST
Wyandotte, Michigan 48192

Dear Bill

Thank you for this opportunity to quote a solution from Michigan CAT for your business needs. We are pleased to submit the following for your purchase consideration.

One (1) New CATERPILLAR Model: 420F2 APRQ Backhoe Loader with the following factory and dealer options included below:

STOCK NUMBER: 33037

SERIAL NUMBER: 0HWC03322

YEAR: 2018

MACHINE

420F2 BHL ST, TIER 4, HRC
WORKLIGHTS (8) HALOGEN LAMPS
INSTRUCTIONS, ANSI
BELT, SEAT, 2" SUSPENSION
STABILIZER PADS, FLIP-OVER
SERIALIZED TECHNICAL MEDIA KIT
PLATE GROUP - BOOM WEAR
FENDERS, FRONT
STICK, EXTENDABLE, 14FT
ENGINE, 74.5KW, C4.4 ACERT, T4F
HYDRAULICS, GP, 6FCN/8BNK, ST
PRODUCT LINK, CELLULAR, PL641I
CAB, DELUXE

SEAT, DELUXE FABRIC
AIR CONDITIONER, T4
TIRES, 12.5 80/19.5L-24, FS
COUNTERWEIGHT, 1015 LBS
RIDE CONTROL
COLD WEATHER PACKAGE, 120V HRC
PT, 4WD, STD SHIFT
LINES, COMBINED AUX, E-STICK
CUTTING EDGE, TWO PIECE
BUCKET-GP, 1.4 CYD
COUPLER, PG, MANUAL, DUAL LOCK -
BUCKET-HD, 24", 6.2 CFT

"MI DEAL" SELL PRICE	\$101,338.00
EXT WARRANTY	Included
TOTAL NET PURCHASE PRICE	\$101,338.00

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Kalkaska • Brownstown Twp. • Kalamazoo

WARRANTY

Standard Warranty:

**Michigan CAT 12 Month, Unlimited Hour Standard Full Machine
Warranty Service Agreement with 6 Months Mileage**

Extended Warranty:

420-60 MO/5000 HR POWERTRAIN (Tier 4)

We believe the equipment as quoted will exceed your expectations. On behalf of Michigan CAT, thank you for the opportunity to supply Caterpillar machinery. This quotation is subject to machine availability and valid for 30 days, after which time we reserve the right to update the quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Paul Mackin
Account Representative
Paul.Mackin@MICHIGANCAT.com
313-402-7674



Trade Appraisal

Machine Information				
Appraisal No. 10969		Submit Date 09/10/2018		Inspection No. 2545038
Customer CITY OF WYANDOTTE MUNICIPAL SERVICES				
Year 1900	Manufacturer NEW HOLLAND		Vender Model 555	Sales Model 555E
Serial Number 031003582		Compat 416, BACKHOE LOADER 416		
Hours 9,091	Miles 0	Idle Hours 0		
Acquisition TRADE-IN				Condition 2 - Fair
Features FORD/NEW HOLLAND-CAB, ESTK, LVR CTRL, 2WD, GP BKT, 11L-16 FRONT, 19.5L-24 REAR NO REAR ATTACHMENTS				
Lease Return No	RVG/Guarantee No	Guarantee \$0	Term Hours 0	Term Date

Average Auction		
Avg Retail \$0	Auction (90 Days) \$0	Auction (365 Days) \$0
Average Retail		
Inventory Units	Units Sold 0	Avg Sell Price \$0
In State Sales	Units Sold 0	Avg Sell Price \$0
Out of State Sales	Units Sold 0	Avg Sell Price \$0

Machine Pricing		Issues Noticed
Trade Value	\$10,000	park brakeLeft door is missing locking mechanism.Muffler busted at exhaust manifold and at stackFront crank seal and oil pan leakWater and fuel gauges are inoperable.weak tires
Estimated Repairs	\$1,500	
Freight	\$500	
Total Cost	\$12,000	
Consignment	\$0	Repairs Needed
Margin	20%	wholesale
Starting Asking Price	\$15,000	
Purchase Price	\$0	

Sales Rep Paul A Mackin	Store Metro South
Evaluated By Willard D Dowd	Expiration Date 10/25/2018

CONTRACT # 07187700084 - AWARDED SPECIFICATIONS FOR PURCHASE																			
Spec #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	Quoted Price	Hourly rate for training (per Schedule A, Statement of Work, section A.3.3)	Set-Up Fees	1a. Western UP	1b. Central UP	1c. Eastern UP	2. Northwest	3. Northeast	4a. West Central	4b. West Michigan	5. East Central	6. East	7. South Central	8. Southwest	9. Southeast	10. Detroit Metro	
16	Diamond Products CC7574DDC-42	Concrete Saw	\$ 34,911.61	\$ 95.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	
20	Miller Btg. Blue 400 PRO	Portable Welder	\$ 12,182.67	\$ 95.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	
33	CAT Model D4K2XL Fire Tractor	Crawler Dozer	\$ 155,199.00	\$ 150.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	
NON-AWARDED SPECIFICATIONS FOR PURCHASE																			
9	CAT 420F2	Backhoe/Loader	\$107,544.00	\$ 150.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	
9	CAT 430F1	Backhoe/Loader	\$117,117.00	\$ 150.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	
12	CAT 299D2XHP	Compact Track Loader	\$80,128.00	\$ 150.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	
13	CAT 236D Std Flow	Skid Steer Loader	\$34,149.00	\$ 150.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	
13	CAT 336D High Flow	Skid Steer Loader	\$37,011.00	\$ 150.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	
14	CAT 372D2	Skid Steer Loader	\$35,244.00	\$ 150.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	
18	Trailking TK14U	Trailer	\$6,827.00	\$ 150.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	
18	Trailking TK16U	Trailer	\$10,768.00	\$ 150.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	
19	Trailking T660LP Tag	Trailer	\$30,077.00	\$ 150.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	
31	CAT 936M High Lift	Wheel Loader	\$156,150.00	\$ 150.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	
32	CAT 936M High Lift	Wheel Loader	\$178,891.00	\$ 150.00	n/a	\$800.00	\$800.00	\$800.00	\$400.00	\$600.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	
33	CAT D4K2LGP Fire Tractor	Crawler Dozer	\$160,508.00	\$ 150.00	n/a	\$800.00	\$800.00	\$800.00	\$400.00	\$600.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	
34	Magnum NLT3050K	Light Tower	\$7,392.16	\$ 95.00	n/a	\$425.00	\$425.00	\$425.00	\$150.00	\$225.00	\$150.00	\$150.00	\$150.00	\$175.00	\$150.00	\$150.00	\$150.00	\$150.00	

Catalog Pricing For PURCHASE (add lines below as needed)				DELIVERY - Lump sum cost per region (provide delivery cost for each region per Schedule D, Prosperity Regional Map)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Wyandotte Municipal Services Commission approving the Water Department purchase of a 2018 CAT Model #420F2 Backhoe/Loader, including additional options, utilizing the State of Michigan MiDEAL bid and net of trade-in of the 1999 New Holland Backhoe/Loader, in the amount of \$91,338, as recommended by WMS management.

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: December 17th 2018

AGENDA ITEM # **5**

ITEM: Welcome to Wyandotte Today: Magazine Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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



BACKGROUND: The past event/city marketing information; including the guidebook for the DDA has been professional, but repetitive. Professional, creative and informative marketing is vital to attracting potential residents, businesses and partners of the City of Wyandotte. We will be contracting with Community Publishing again this year to publish our Welcome to Wyandotte Today magazine that encompasses all yearly marketing material the Special Events Office/Downtown Development Authority produce. This magazine will be a Wyandotte guide that will be given to new residents, potential businesses and distributed to all Wyandotte and Riverview residents. We feel this will be a wonderful partnership and are looking forward to working with them! (See the attached contract for further details. Mark Fisher from Community Publishing will be in attendance to answer any questions about reimbursement)

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

ACTION REQUESTED: We feel that Community Publishing will provide excellent service and request your support of this contract

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

Calendar Expense Account - \$3,000	285-225-2925-820
DDA Expense Accounts - \$ 6,000 estimate	499-200-925-804
Third Friday Promotions Expense - \$1,000 estimate	499-200-925-797
Other Department Expense Accounts - \$5,000 estimate	

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Concurs with recommendation, signature on file.

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS

Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 17th 2018

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Events Coordinator to approve the contract between the City of Wyandotte and Community Publishing for the 2019 Welcome to Wyandotte Today magazine.

Calendar Expense Account - \$3,000	285-225-925-820
DDA Expense Accounts - \$ 6,000 estimate	499-200-925-804
Third Friday Promotions Expense - \$1,000 estimate	499-200-925-797
Other Department Expense Accounts - \$5,000 estimate	

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

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

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council Concurs with the recommendation of the Special Events Coordinator to approve the contract between the City of Wyandotte and Community Publishing for the 2019 Welcome to Wyandotte Today magazine with estimated costs of \$15,000 to be paid from the following accounts:

Calendar Expense Account - \$3,000	285-225-925-820
DDA Expense Accounts - \$ 6,000 estimate	499-200-925-804
Third Friday Promotions Expense - \$1,000 estimate	499-200-925-797
Other Department Expense Accounts - \$5,000 estimate	

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:

AGENDA ITEM # **6**

ITEM: Annual Permit for Michigan Department of Transportation for Miscellaneous Operations and other Permits within Free Access State Truckline Right of Way

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City is required to apply annually for a permit from Michigan Department of Transportation (MDOT) for activities in the State Right of Way. Also, the Council is required to designate positions that are authorized to sign said permit. The Resolution will authorize the City Engineer, General Manager of Municipal Service and the Police Chief as authorized to apply to the State for necessary permits to work within the State Highway Right of Way.

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

ACTION REQUESTED: Approve submission of annual permit and authorize the City Engineer, General Manager of Municipal Service and the Police Chief as the positions authorized to apply for MDOT permits.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Forward adopted Resolution to MDOT

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Shupdale*

LEGAL COUNSEL'S RECOMMENDATION: Reviewed Performance Resolution [W. Look](#)

MAYOR'S RECOMMENDATION: *ALP*

LIST OF ATTACHMENTS: Performance Resolution

PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the City of Wyandotte
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Title and/or Name: _____

Mark A. Kowalewski, City Engineer _____

Brian Zalewski, Police Chief _____

Paul LaManes, General Manager _____

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the Wyandotte City Council _____

(Name of Board, etc)

of the City of Wyandotte _____

(Name of GOVERNMENTAL AGENCY)

of Wayne _____

(County)

at a _____ meeting held on the _____ day

of _____ A.D. _____.

Signed _____

Title City Clerk _____

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that the City Engineer, Police Chief, and Municipal Service General Manager are hereby designated as the representatives for the City of Wyandotte and authorized to sign permit applications which allow the City of Wyandotte to perform operations on the portion of State Right-of-Way in the City of Wyandotte during the 2019 calendar year.

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: December 17, 2018

AGENDA ITEM # 7

ITEM: Property Acquisition – 3040, 3056, and 3058 1st Street

PRESENTER: Todd A. Drysdale, City Administrator 

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The property at 3040, 3056, and 3058 1st Street has been partially vacant for two (2) years and entirely vacant for the past six (6) months. The City and the current property owner have a mutual interest in facilitating a redevelopment of the property. To that end, it is recommended that the City acquire the property at a cost of \$1 to maximize our ability to be involved in this project. The property, with a current assessed value of \$709,000 and a taxable value of \$508,317, is eligible to be reacquired by the current property owner for \$25,000 within three (3) years contingent on additional private investment of at least \$1,000,000. Also attached is a supplemental agreement which outlines each party's duties and responsibilities during the post-closing period when improvements are being studied and completed.

STRATEGIC PLAN/GOALS: This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in our commitment to revitalize the downtown with new residential and commercial developments.

ACTION REQUESTED: Approve the Purchase Agreement for the City to acquire the property, approve the Supplemental Agreement regarding each party's responsibility post-closing, and authorize the Mayor and City Clerk to execute the Purchase Agreement and Supplemental Agreement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The UDAG Fund (284-200-850-560) will be used for the nominal purchase cost.

IMPLEMENTATION PLAN: Property closing to be coordinated with/by the City Attorney and City Administrator

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Approved as to Form (Signature on File)

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS:

1. Purchase Agreement
2. Supplemental Agreement
3. Picture and Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: December 17, 2018

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Administrator to acquire the properties at 3040, 3056, 3058 1st Street in the amount of \$1.00 to be appropriated from the UDAG Fund; AND

BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary closing documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement and Supplemental Agreement regarding post-closing responsibilities between the City and the current property owner; AND

BE IT FURTHER RESOLVED that the current property owner will be eligible to reacquire the property for \$25,000 within three (3) years of closing contingent on additional private investment of at least \$1,000,000.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

WILLIAM R. LOOK, P.C.
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390
(734) 285-6500
FAX (734) 285-4160
OFFER TO PURCHASE REAL ESTATE

William R. Look

Richard W. Look
(1912-1993)

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:
See Appendix "A" for Legal Descriptions being known as 3040, 3056 and 3058 1st Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit _____ if any, now on the premises, and to pay therefore the sum of One (\$1.00) Dollar, 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)

- | | |
|---------------------------------------|---|
| <i>Cash Sale</i> | A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check. |
| <i>Cash Sale with New Mortgage</i> | B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A. |
| <i>Sale to Existing Mortgage</i> | C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payments of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the Seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof. |
| <i>Sale on Land Contract</i> | D. Payment of the sum of _____ Dollars in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent annum; and which DO, DO NOT include prepaid taxes and insurance. |
| <i>Sale to Existing Land Contract</i> | If the Seller's title to said land is evidenced by an existing 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 vender's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same. |
| <i>Evidence</i> | 2. Purchaser waives Evidence of Title. |
| <i>Time of Closing</i> | 3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale at a date set by Purchaser of December 31, 2018. |
| <i>Purchaser's Default</i> | In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. |
| <i>Seller's Default</i> | 4. In the event of default by the Seller hereunder, the Purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement. |
| <i>Title Objections</i> | 5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title 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. |
| <i>Possession</i> | 6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None, except Seller shall have access to the building for construction purposes and shall provide Purchaser a certificate of insurance naming the City of Wyandotte as additional insured on a liability insurance policy of at least One Million (\$1,000,000) Dollars</u> If the Seller occupies the property, it shall be vacated on or before <u>Closing</u> From the date of closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>N/A</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>N/A</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. |
| <i>Taxes And Prorated Items</i> | 7. There will be no proration of taxes at closing. Seller will pay all real estate taxes which become "due" prior to closing including all December 1, 2018 taxes. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller.
8. In consideration of the Broker's effort to obtain the Seller's approval, it is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit |

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

Seller's
Authorization

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 Zero 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 \$ N/A 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 \$ ZERO.

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 Daly Merritt Properties, Inc., 3099 Biddle Avenue before December 31, 2018 or transaction is null and void.

Additional conditions, if any: Contingent upon City Council approval. Seller shall have an option to repurchase the property for the sum of Twenty-Five Thousand (\$25,000) Dollars provided Seller has expended at least One Million (\$1,000,000) Dollars in improvements to the structure. Option must be exercised in writing within thirty-six (36) months of Closing with the Option Closing to occur within fourteen (14) days of the expiration of the Option period. Upon the exercise of such Option, Purchaser/Oak Wyandotte, LLC will pay all costs and/or fees associated with the transaction.

City of Wyandotte

IN PRESENCE OF:

Joseph R. Peterson, Mayor L. S. Purchaser

Lawrence Stec, City Clerk L. S. Purchaser

Address _____

Phone: _____

Dated _____

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

Seller

Phone _____

By: _____

This is a co-operative sale on a _____

basis with _____

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

The foregoing offer is accepted in accordance with the terms stated, and upon consummation Seller hereby agrees to pay the Broker for services rendered a commission of (_____ Dollars) (_____ percent of the sale price), which shall be due and payable at the time set in said offer for the consummation of the sale, or if unconsummated, at the time of Seller's election to refund the deposit, or of Seller's or Purchaser's failure, inability or refusal to perform the conditions of this offer; provided, however, that if the deposit is forfeited under the terms of said offer, the Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be paid to or retained by the Broker in full payment for services rendered.

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

Oak Wyandotte, LLC

IN PRESENCE OF:

Melissa Armatis
Melissa Armatis

By: Joseph S. Daly, Manager/Member L. S. Seller

By: _____, Member L. S. Seller
Address 3099 Biddle Avenue, Wyandotte, MI 48192

Dated: December 3, 2018

Phone 734-282-2180

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

APPENDIX "A"

3040 1st Street

Parcel Number: 57 011 09 0009 000

LOT 9 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

3056 1st Street

Parcel Number: 57 011 09 0010 001

N 22 FT OF E 35.33 FT OF LOT 10 ALSO N 24.67 FT OF W 94.67 FT OF LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

3058 1st Street

Parcel Number: 57 011 09 0010 002

S 28 FT OF E 35.33 FT OF LOT 10 ALSO S 25.33 FT OF W 94.67 FT OF LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

Agreement

The parties have entered into a Purchase Agreement whereby the Seller/Oak Wyandotte, LLC has agreed to convey the following properties to the Purchaser/City of Wyandotte with a closing expected to occur before December 31, 2018:

3040 1st Street - Parcel Number: 57 011 09 0009 000
LOT 9 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS
P5 WCR

3056 1st Street - Parcel Number: 57 011 09 0010 001
N 22 FT OF E 35.33 FT OF LOT 10 ALSO N 24.67 FT OF W 94.67 FT OF LOT 10 PLAT OF
PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

3058 1st Street - Parcel Number: 57 011 09 0010 002
S 28 FT OF E 35.33 FT OF LOT 10 ALSO S 25.33 FT OF W 94.67 FT OF LOT 10 PLAT OF
PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

The subject Purchase Agreement includes a provision to allow Seller/Oak Wyandotte, LLC to complete certain improvements to the building after closing. The purpose of this Agreement is to clarify the duties of the parties during this post-closing period when such improvements are being studied and completed.

Beginning at the closing date, Seller/Oak Wyandotte, LLC will be responsible for the following:

- A. All maintenance of every kind or nature arising out of the ownership of the building including but not limited to the roof, the four outer walls, the windows, the plumbing, electrical and HVAC systems.
- B. The payment of all DTE bills for the supply of natural gas to the property.
- C. The cost of all insurance on the property. Seller/Oak Wyandotte, LLC will ensure that the City is named as an Additional Insured on a general liability policy of at least \$1,000,000. Oak Wyandotte, LLC will also purchase a property policy insuring the building from fire and/or other casualties. In the event of such occurrence, the first \$25,000 of such insurance proceeds shall be paid to the City of Wyandotte and the balance will be paid to Oak Wyandotte, LLC to be used to restore the building.

The Purchaser/City of Wyandotte shall have the following duties after closing;

- A. Transfer electric and water to the City's name and to pay the costs of those utilities until Seller's option is either exercised or lapses. Seller/Oak Wyandotte, LLC will assist and facilitate the Purchaser/City of Wyandotte with the transfer of those Wyandotte Municipal utilities.

City of Wyandotte

IN PRESENCE OF:

Joseph R. Peterson, Mayor L. S.
Purchaser

Lawrence Stec, City Clerk L. S.
Purchaser

Address _____

Dated _____

Phone: _____

IN PRESENCE OF:

Oak Wyandotte, LLC

Joseph S. Daly L. S.
By: Joseph S. Daly, Manager/Member *Seller*

Address 3099 Biddle Avenue, Wyandotte, MI 48192

Dated: December 3, 2018

Phone 734-282-2180



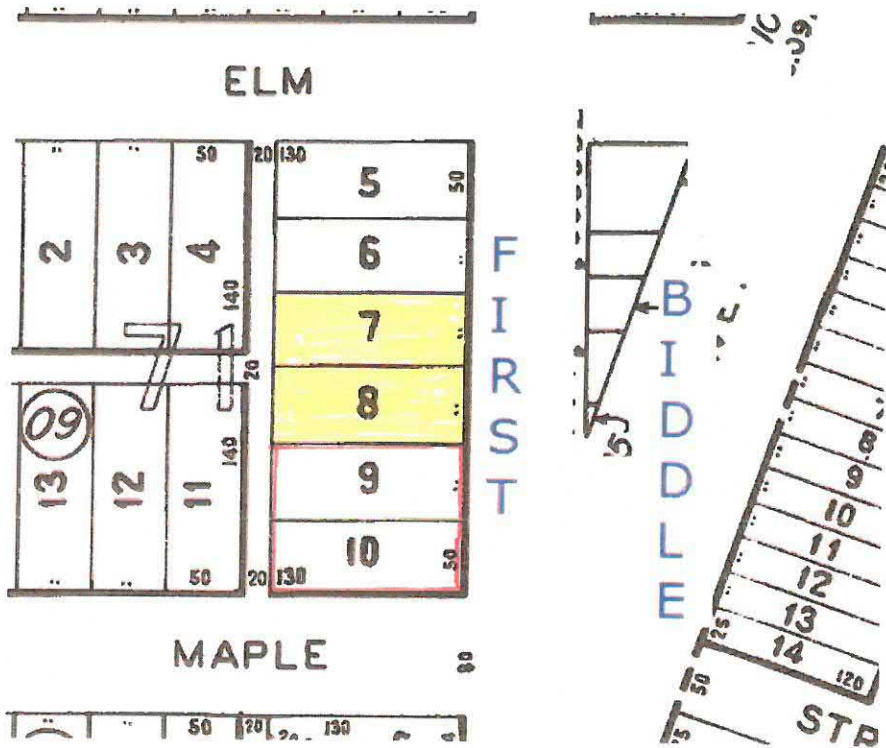
3040 1st Street



3056 1st Street



3058 1st Street



3040 1st Street - LOT 9 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 Owner Joe Daly

3056 1st Street - N 22 FT OF E 35.33 FT OF LOT 10 ALSO N 24.67 FT OF W 94.67 FT OF LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 Owner Joe Daly

3058 1st Street - S 28 FT OF E 35.33 FT OF LOT 10 ALSO S 25.33 FT OF W 94.67 FT OF LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 Owner Joe Daly

City Parking Lot #10 - LOTS 7 AND 8 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR Owner City of Wyandotte

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

RESOLVED that Council concurs with the recommendation of the City Administrator to acquire the properties at 3040, 3056, 3058 1st Street in the amount of \$1.00 to be appropriated from the UDAG Fund; AND

BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary closing documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement and Supplemental Agreement regarding post-closing responsibilities between the City and the current property owner; AND

BE IT FURTHER RESOLVED that the current property owner will be eligible to reacquire the property for \$25,000 within three (3) years of closing contingent on additional private investment of at least \$1,000,000.

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: December 17, 2018

AGENDA ITEM # 8

ITEM: AFSCME Local #894 - Tentative Agreements

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Attached for your review and approval are tentative agreements between the City of Wyandotte and the AFSCME Local #894 (Union DPS Employees) relating to the collective bargaining agreement for the period from January 1, 2019 through December 31, 2021.

STRATEGIC PLAN/GOALS: To be financially responsible.

ACTION REQUESTED: Approve the tentative agreements as presented.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Increase already included in the 2019FY budget in various payroll accounts.

IMPLEMENTATION PLAN: City Administrator will prepare the collective bargaining agreements which will be reviewed by the City's Labor Attorney and executed between the union leadership and Mayor and City Clerk.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Reviewed and approved by Labor Attorney

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: 1. Tentative Agreements dated October 5, 2018

MODEL RESOLUTION:

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the tentative agreements between the City of Wyandotte and the AFSCME Local #894 and further instructs the City Administrator to prepare the collective bargaining agreement for period of January 1, 2019 through December 31, 2021, and further authorizes the Mayor and City Clerk to execute said agreement.

MOTION BY COUNCIL MEMBER _____

SUPPORTED BY COUNCIL MEMBER _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Desana
Maiani
Sabuda
Schultz

Absent: _____

**City of Wyandotte
AFSCME 894 Negotiations
October 5, 2018**

Duration: January 1, 2019 through December 31, 2021

Wages (14.1): 3.5% effective January 1, 2019
3.5% effective January 1, 2020
1.0% effective January 1, 2021

Certification Pay (14.1B) Class A License - \$0.75/hour
Heavy Duty Truck Repair - \$0.30/each, Max - \$2.10/hour
Maximum Certification Pay in 401A/FAC - \$3.25/hour

Clothing Allowance (14.10): \$750 effective 1/1/19 (paid on/before 11/1/19)
\$600 effective 1/1/20

Snow Day (12.6 A (6)): Additional personal day if City Hall Closes

Hospitalization Medical Coverage (14.8): The City will be responsible for the remaining premium cost of ~~this coverage~~ **Community Blue PPO 3**, after the required contribution is made by the employee in accordance with Public Act 152 of 2011 (Publicly Funded Health Insurance Contribution Act), ~~as long as the cost of Community Blue 3 or Blue Care Network is within the following ranges of the lower priced of these two coverages: 27% for a single contract, 21.70% for a two person contract, and 10.00% for a family contract. Any costs in excess of the aforementioned ranges cost will be paid entirely by the employee.~~

FAC (14.13 G): Include Overtime in FAC (Defined Benefit Plan)

Gabele Mehi
Shan Ph...
Denis Marten
Philip Verduce
Biel Gilson

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the tentative agreements between the City of Wyandotte and the AFSCME Local #894 and further instructs the City Administrator to prepare the collective bargaining agreement for period of January 1, 2019 through December 31, 2021, and further authorizes the Mayor and City Clerk to execute said agreement.

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: December 17, 2018

AGENDA ITEM # 9

ITEM: POAM Police and Fire Dispatchers Collective Bargaining Unit– Tentative Agreements

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Attached for your review and approval are tentative agreements between the City of Wyandotte and the Police Officer's Association of Michigan (POAM) Police and Fire Dispatcher Bargaining Unit (Union) relating to the collective bargaining agreement for the period from January 1, 2019 through December 31, 2021.

STRATEGIC PLAN/GOALS: To be financially responsible.

ACTION REQUESTED: Approve the tentative agreements as presented.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Increase already included in the 2019FY budget in various payroll accounts.

IMPLEMENTATION PLAN: City Administrator will prepare the collective bargaining agreements which will be reviewed by the City's Labor Attorney and executed between the union leadership and Mayor and City Clerk.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Reviewed and approved by Labor Attorney

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: 1. Tentative Agreements dated November 26, 2018

MODEL RESOLUTION:

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the tentative agreements between the City of Wyandotte and Police Officer's Association of Michigan (POAM) Police and Fire Dispatcher's Bargaining Unit and further instructs the City Administrator to prepare the collective bargaining agreement for period of January 1, 2019 through December 31, 2021, and further authorizes the Mayor and City Clerk to execute said agreement.

MOTION BY COUNCIL MEMBER _____

SUPPORTED BY COUNCIL MEMBER _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Desana
Maiani
Sabuda
Schultz

Absent: _____

City of Wyandotte
Dispatch Negotiations
November 26, 2018

TA
Shaydali

Duration:

January 1, 2019 through December 31, 2021

Wages (14.1):

2.5% effective January 1, 2019

2.5% effective January 1, 2020

2.5% effective January 1, 2021

Lead Dispatcher – increase hourly wage rate an additional \$1.00

Part-Time Schedule:

Change “will” to “can at management’s discretion” be assigned to fixed shift

Sick and Vacation Time Accrual:

No Change

Holidays (Election, Birthday):

Full-Time employees will get twelve (12) hours for their birthday. Part-Time employees will get paid 1.5x if scheduled to work on their birthday.

Uniform Allowance:

No Change - Full-Time
\$50/annually effective 10/1/19 for Part-Time

Shift Differential:

\$.70/hour for 7p-7a shift

Bonus Vacation Days:

No Change

City Hall Address:

3200 Biddle Avenue, Wyandotte, MI 48192

Travel Time (Training):

Add language indicating that travel time is included in paid time for training attended on a non-regularly scheduled work day

Pension:

No Change

Hospitalization Medical Coverage (24.1):

The City will be responsible for the remaining premium cost of ~~this coverage~~ **Community Blue PPO 3**, after the required contribution is made by the employee in accordance with Public Act 152 of 2011 (Publicly Funded Health Insurance Contribution Act), ~~as long as the cost of Community Blue 3 or Blue Care Network is within the following ranges of the lower priced of these two coverages:~~ 27% for a single contract, 21.70% for a two person contract, and 10.00% for a family contract. Any costs in excess of the aforementioned ranges cost will be paid entirely by the employee

Mandatory Hold Over for Part-Timers - Agree

Vacation payout for part-timers –

will be allowed upon employee election and paid out along with Comp Time (January)

Authorization for Dues/Fees Deduction – incorporate subject to Legal review

Incorporate MOA for:

Hiring of part-time employees into full-time status
Shift schedule for Lead Dispatcher

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the tentative agreements between the City of Wyandotte and Police Officer's Association of Michigan (POAM) Police and Fire Dispatcher's Bargaining Unit and further instructs the City Administrator to prepare the collective bargaining agreement for period of January 1, 2019 through December 31, 2021, and further authorizes the Mayor and City Clerk to execute said agreement.

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: December 17, 2018

AGENDA ITEM # **10**

ITEM: Ordinance to Prohibit Marijuana Businesses, Facilities and Establishments in the City of Wyandotte

PRESENTER: William R. Look, City Attorney

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The State of Michigan has passed legislation permitting medical and recreational marijuana use. The Federal Government prohibits the use of marijuana. I was requested to draft an Ordinance for City Council review to prohibit medical and recreational facilities in the City of Wyandotte. I have reviewed with Police Chief and City Administrator.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Conduct a first reading of Ordinance on December 17, 2018

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None

IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *W. R. Look*

LEGAL COUNSEL'S RECOMMENDATION: *William R. Look*

MAYOR'S RECOMMENDATION: *W. R. Look*

LIST OF ATTACHMENTS: n/a

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that a first reading of Ordinance be held on December 17, 2018 to prohibit marijuana businesses, facilities, or establishments in the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

AN ORDINANCE ENTITLED
AN ORDINANCE TO PROHIBIT
ALL MARIJUANA FACILITIES AND BUSINESS
WITHIN THE CITY OF WYANDOTTE

Preamble:

The State of Michigan has passed the **MICHIGAN MEDICAL MARIJUANA ACT** (with various amendments and regulations) and has passed Proposal 18-1 to legalize recreational marijuana, and the legislation does not require a City to allow marijuana businesses or facilities within its border.

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Prohibit all medical marijuana businesses, facilities and establishments within the City of Wyandotte.

All medical marijuana businesses, facilities and establishments are prohibited within the City of Wyandotte.

Section 2. Prohibit all recreational marijuana businesses, facilities and establishments within the City of Wyandotte.

All recreational marijuana businesses, facilities and establishments are prohibited within the City of Wyandotte.

Section 3. Rights Unaffected.

This Ordinance does not affect the rights of registered qualifying patients or registered primary caregivers under the **MICHIGAN MEDICAL MARIJUANA LAW**.

Section 4. Penalty.

Any person or entity who violated this Ordinance is responsible for a Municipal Civil Infraction and any prohibited use is hereby declared to be a public nuisance.

Section 5. Severability.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 6. Effective Date.

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published

in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan.

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

YEAS	COUNCILMEN	NAYS
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

Absent: _____

I hereby approve the adoption of the foregoing ordinance this _____ day of December, 2018.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the _____ day of December, 2018.

Dated: December ____, 2018

JOSEPH R. PETERSON, Mayor

LAWRENCE STEC, City Clerk

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that a first reading of Ordinance #1468 regarding the prohibition of marijuana businesses, facilities, or establishments in the City of Wyandotte shall be held on December 17, 2018.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/17/2018

AGENDA ITEM # **11**

ITEM: Municipal Services – Concur with Approval for the Arris – Wyandotte Expanding Technology Professional Services Consulting Statement of Work (SOW)

PRESENTER: Steve Timcoe-Superintendent CATV

INDIVIDUALS CONSULTED: Paul LaManes-General Manager

BACKGROUND: Wyandotte Municipal Services has in the previous several years migrated to all-digital, completed a comprehensive node segmentation project, launched advanced set top services, including IP Video on Demand (VOD) and replaced/upgraded most Headend equipment via Arris project management and/or their sub-contractors. Arris and sub-contractors have been the lowest qualified bidders for these projects. The Wyandotte Cable Headend has a majority of Arris equipment and all customer premise electronics (cable boxes & modems) is also Arris equipment (hardware & software). WMS management is requesting approval for this professional services SOW with Arris based on Arris's intimate knowledge of our system operations. Results from this effort will produce factual information, opinion and recommendations that will allow WMS to analyze data and recommendation(s) to produce proposals (RFP's) for the new system upgrade/rebuild. This will then allow WMS to build/implement infrastructure that will provide the ability to continue to offer current and future Wyandotte Internet/Cable services that our customers have come to expect and demand. Included, but not limited in the scope of this project are direction and guidance for building an efficient Fiber to the Home (FTTH/FTTP) system resulting in an RFP for that project, direction and guidance for the Headend migration and timeframe-based technology roadmap for the Wyandotte market. A detailed list of what is included in the project final report is on page 5 of 12 of the SOW.

STRATEGIC PLAN/GOALS: Providing the public with friendly, responsive, reliable and customer-focused services that are fiscally responsible.

ACTION REQUESTED: Concur with the Wyandotte Municipal Services Commission authorization for the General Manager to execute the Statement of Work – SOW #: 290101-Wyandotte-Expanding Technology Consulting-SOW with ARRIS Global Services, Inc., at a cost of \$ 200,000 for professional services related to fiber to the home/premises, Headend move and outside Cable plant consulting, as recommended by WMS management.

BUDGET IMPLICATIONS: Approved FY2019 capital budget for System Evaluation & Rebuild = \$3,750,000.

IMPLEMENTATION PLAN: Subsequent to City Council concurrence, execute and proceed per details outlined in the Statement of Work document.

MAYOR'S RECOMMENDATION – 

CITY ADMINISTRATOR'S RECOMMENDATION – 

LEGAL COUNSEL'S RECOMMENDATION - Approved to form by City Attorney – See page 8 of 12 of SOW

LIST OF ATTACHMENTS

- Statement of Work SOW #: 290101-Wyandotte-Expanding Technology Consulting-SOW

RESOLUTION

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Municipal Services Commission authorizing the General Manager to execute the Statement of Work – SOW #: 290101-Wyandotte-Expanding Technology Consulting-SOW with ARRIS Global Services, Inc. at a cost of \$ 200,000 for professional services related to FTTP/FTTH, Headend migration and outside Cable Plant, as recommended by WMS management.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COMMISSIONER

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

STATEMENT OF WORK

SOW #: 290101-Wyandotte-Expanding Technology Consulting-SOW

Prepared for

WYANDOTTE MUNICIPAL SERVICES

by

ARRIS Global Services, Inc.

Document Classification

Confidential

Document Contact

Aaron Watson

386-847-4583

aaron.watson@arris.com

Project Information

Customer	WYANDOTTE MUNICIPAL SERVICES	Customer Site	TBD
Contact Name		ARRIS Sales Contact	Bill Lee
Contact Phone		Expiration Date	1/7/19
Contact Email		Quote/Proposal	290101-Wyandotte-Expanding Technology Consulting-SOW

1. Introduction

This Statement of Work ("SOW") is governed in all respects by ARRIS standard terms of sale (available at <http://www.arrisi.com/docs/tc.pdf>) ("Agreement"), and it defines the scope of the deliverables.

Capitalized terms not otherwise defined in this SOW shall have the meanings provided in the Agreement.

2. Project Scope

This SOW provides for ARRIS Professional Services to provide Consultation Services for a Fiber to the Home detail breakdown and a 5-year technology roadmap document ("Services") for the Customer's market ("Site").

Except as otherwise specified in this SOW, in the event of a conflict between the terms of this SOW and the Agreement, the terms of the SOW shall govern in respect of the subject matter hereof.

2.1. ARRIS Responsibilities

The successful execution of service may be dependent upon activities, which are not within the scope of this Statement of Work for ARRIS but are integral to the deployment and are the sole responsibility of the customer. The following table provides a general overview of responsibilities and the primary owner for each of the device deployment phases/tasks.

Engagement Responsibility Overview	Customer	ARRIS
Discovery Kick Off Meeting – Review scope and deliverables of engagement	✓	✓
Discovery Overview of Headend relocation: layout, power, cooling, filtration, fire suppression, design	✓	-
Discovery Overview of FTTH: OSP fiber due diligence, Design considerations, future proofing, RFP requests	✓	-
Discovery New services: DOCSIS 3.1, IP video, Indoor & Outdoor WiFi, Quad play, Video apps, Next Gen STB	✓	-
Analysis Apply discovery data – HE relocation, HE/Subscriber Method of Procedure and related process documents, expected cost breakdown & BOM	-	✓
Analysis Apply Discovery Data – FTTH deployment strategy, detailed cost (labor and material) breakdown, material and equipment BOM	-	✓

Analysis Apply Discovery Data – new services deployment strategy & costs	-	✓
Reporting Final Reports and Presentation	-	✓
Reporting Review of Final Reports and Presentation & Next steps	✓	✓

2.1.1. Project Team

The ARRIS Consultation Service will be led by a Project Manager, who will be the point of contact for the project information, including meetings and exchange and collection of the required data.

2.1.2. Project Plan

ARRIS will work with the Customer to produce a Project Plan which will guide the project teams. Within 1 week of ARRIS' receipt of the applicable Customer purchase order and execution of this SOW, both parties will agree to the Project Plan prior to commencement of the project. The Project Plan is a living document which will be updated as the project progresses and will specify: project team members and contact information; project schedule, dependencies and anticipated timeline; and detailed project activities with responsible owners.

2.1.3. Consulting Service Workflow

Initial meeting, to review the scope, and to review how the end-document should be delivered.

- Clearly state (verify) the scope of the consulting services, which will provide clear guidance of the final requirements document (to meet the key objectives).
- Review timelines and their milestones of the Consulting Services. This will ensure that the key objectives and goals can be met and that the scope of the project is accurately reflected. It will also aide the sponsor to reach a formal agreement with the stakeholders.
- Review the details of the phases of the Consulting Services, which may include the estimates of the start and end points of each phase, identifying SPOCs from both teams to sign-off any changes required in specific areas, the cycle-time and capacity of each step of the process. The goal in this stage is the identification of any necessary changes to meet the key objective.

Collect information through interactions and interviews with various Customer stakeholders and resources, including, management, engineers, and various technical subject matter experts (SMEs). The collected information will be documented concisely, familiar to Customer.

2.1.4. Deployment Deliverables, Requirements and Assumptions

ARRIS' Consulting Services team will work with Wyandotte's team to understand their current service offerings, desired migration to new services, and anticipated broadband technology evolution over the next 5 years. ARRIS' consulting team will create a roadmap: outlining Wyandotte's potential service offerings, requirements and gaps as they pertain to FTTH. Both ARRIS Consulting team and Wyandotte team will jointly agree on the service offerings (strategic objectives).

The consulting team will focus on the following topics FTTH-EPON, Headend Move and Outside Plant planning during this consultation to include:

Headend Move & FTTH Planning

- Establish timeline/milestones for Wyandotte-Design Headend layout, provide sufficient information for Wyandotte to create RFP for resources to physically move equipment from current location to new location, etc., develop Headend move Method of Procedure and related process documents (work through logistics of how the Headend move will logistically be done)
- Migrate from non-encrypted video to encrypted video, Docsis 3.1 conversion, develop encrypted video migration Method of Procedure and related process documents to minimize disruption to customers & maintain residential service to customer, minimize legacy headend equipment purchase, perform OSP Fiber due diligence and verify diverse fiber to new Headend location.
- ARRIS will work with Wyandotte to develop a list of contractors for the work to be performed.

Design Consultation

- Work with Wyandotte's architect for Headend design, layout, power, cooling, air filtration and fire suppression
- Review OSP designs from Wyandotte OSP Design firm for FTTH (GPON, GE-PON, etc.)

Aggregation of Services

- CPE-Next gen devices to deploy
- 3-5-year technology overview (investing in the right hardware & CPE)
- Provide best cost & timeline estimates for upgrading existing service offerings in the following areas:
 - CBRS
 - WiFi – indoor & Outdoor
 - Operator managed cellphone services (financial case)

IP Video deployment

- Provide sufficient information for Wyandotte to create migration path, Method of Procedure and related process documents and best practices

Project Management

- PM resource will be assigned during the duration of the consulting engagement. This resource will perform tasks associated with the project, which include oversight of the project scope, project plan and deliverables.

2.1.5. Consulting Deliverable

The deliverable to the Customer will be in two parts:

1. Provide detailed complete material and labor cost estimates (+/- 10%) for the expected Headend move and FTTH deployment (delivery within 45 days of start)
2. Final report to include:
 - a. Recommendations to managing customer experience
 - b. Headend migration Method of Procedure and related process documents
 - c. Unencrypted video to fully encrypted video Method of Procedure and related process documents
 - d. Develop RFP for Headend move (NOTE: ARRIS Professional Services can perform this without RFP-take direction from Wyandotte)
 - e. Provide sufficient information for Wyandotte to create RFP for FTTH equipment
 - f. Provide sufficient information for Wyandotte to create RFP for OSP FTTH construction
 - g. Recommendations for the most efficient technology path to IP Video
 - h. Provide direction and guidance in order for Wyandotte to build a state-of-the-art Headend
 - i. Provide direction and guidance in order for Wyandotte to build the most efficient FTTH system with the ultimate objective of providing the best possible broadband network to its subscribers compared to competition
 - j. Recommendations for potential future services (Wifi, CBRS, 5G, etc.)
 - k. Provide a high level block diagram process flow including a 5 year view with anticipated timeframes (1 year, 2 year, ...5 year) (details to be agreed upon by both ARRIS and Consultant)

The final report will be presented to the Customer by ARRIS for comments and potential next step action items discussion.

2.2. Customer Responsibilities

Customer must play an active role in the planning and execution of this project.

- Customer will provide appropriate contact information (i.e. architecture firm, OSP design firm, etc.) for Consultant to contact.
- Customer will provide physical access to site(s) while engaged in on-site deployment activities.

2.2.1. Customer Project Team

Customer will appoint a project manager and subject matter experts responsible for network engineering, system operations, third-party applications, training, and other areas as identified in the Project Plan.

3. Exclusions

Services and material products not expressly described within this SOW are considered to be out-of-scope and shall be subject to a change control process described in Section 6 (below) or a separate statement of work and shall be billed separately. Out-of-scope activities include, but are not limited to:

- Management or coordination of any non-ARRIS resources, vendors or components not specified in this SOW

- Integration with any system or network components not specified in this SOW
- Configuration of products or sites not set forth in this SOW

4. Warranty

ARRIS provides a 30-day warranty on all services from the date of Customer Acceptance, as defined herein. Warranty work performed by ARRIS due to any reasons other than defects in the Services performed by ARRIS will be invoiced at a rate of \$1,500.00 a day.

5. Acceptance

The Acceptance Procedure ("AP") for Customer's acceptance of the Services is set forth in Appendix B ("Customer Acceptance").

Customer agrees to sign the Customer Acceptance Notice (attached hereto as Appendix D) within five (5) business days following the satisfactory completion of AP. If the Customer has not signed the Customer Acceptance Notice or has not provide written notice of open issues within the five (5) business day period, the Services as set forth in this SOW are deemed accepted.

6. Change Control

Any changes to this SOW must be made through the change control process using the Project Change Request ("PCR") form shown in Appendix C.

Any changes to the project due to Customer action or inaction that results in project delays requiring additional time and/or travel to complete the project will be billed to the Customer at ARRIS' then current professional services rate plus travel expenses.

ARRIS conducts a detailed discovery review before the commencement of any project to understand the possible risks that may be uncovered during the deployment phase of the project. However, in the event that any unforeseen work is required to complete the project, ARRIS will require a separate statement of work or PCR, and subject to additional fees.

In the event that Customer wishes to cancel the project prior to the completion, a PCR will be generated for Customer signature and the Customer shall pay for services rendered to date, as reasonably determined by ARRIS, including travel expenses.

7. Fees and Payment and Travel Expenses

Fees for Services are set forth in Appendix A.

Prior to the end of each month during the term of this project, ARRIS may deliver a billing notice (e.g., Pre-Invoice) to Customer. Each billing notice will include the current month's completed Services, as listed in Appendix A. Customer will have five calendar days after receipt of the billing notice to either approve or disapprove the charges. If no response is received within the five-day period, the charges will be assumed

approved, and an invoice will be issued and payable subject to the Agreement. All payments are non-refundable.

If Customer requests mobilized resources on site, to which ARRIS resources are dispatched to the site, and the work is unable to be executed to completion, ARRIS reserves the right to bill Customer for travel and expenses, as well as additional resource hours.

ARRIS requires a cancelation/postponement notice seven (7) days prior to on site arrival for any cancelled/postponed work that requires ARRIS resources on site. ARRIS resources are scheduled to arrive on Mondays, unless prevented by holiday. In the event that ARRIS does not receive such notice within the timeframe specified, ARRIS reserves the right to bill Customer for the work such ARRIS resource was scheduled to undertake for Customer, in addition to any related travel and expenses.

8. SOW Agreement

Customer and ARRIS both agree and understand that all deliverables to be provided by ARRIS and Customer under this SOW are specified in this SOW.

No other deliverables shall be requested by Customer or delivered by ARRIS without a PCR or pursuant to a separate statement of work. No other deliverables which may have been discussed between the Customer and ARRIS and not documented in this SOW shall be construed as a deliverable.

SOW #: 290101-Wyandotte-Expanding Technology Consulting-SOW

(CUSTOMER Signature)

(ARRIS Global Services, Inc.)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

APPROVED FORM
William A. Joshi, CITY ATTORNEY

To request electronic signatures on this SOW, PCR, or Customer Acceptance Notice, please send requests to signSOW@arris.com.

APPENDIX A: SERVICES FEE

Unit	MFG Part Number	Description	QTY	PRICE	EXTENDED PRICE
Per Effort	476666-144-00	Technology Consulting Service ARRIS will provide a total of 1,200 hours @\$150/hr. for Consulting Services, including estimated \$20k for Travel Expenses	1	\$ 200,000.00	\$ 200,000.00
Project Total				\$	200,000.00

ARRIS PO

Issue Purchase Order To:

domestic.fax@arris.com

ARRIS Solutions, Inc.

3871 Lakefield Drive

Suwanee, GA30024

USA

** Professional Services under this SOW will be performed by ARRIS Global Services Inc. ("AGSI") employees and contractors; however, ARRIS Solutions, Inc ("ASI") may invoice and accept purchase orders on behalf of AGSI in order to assist and facilitate the Customer's interaction with ARRIS.*

APPENDIX B: ACCEPTANCE PROCEDURE

Once a month, ARRIS will submit an itemized list of services delivered. The Acceptance Process (AP) will mark Customer's determination that ARRIS has provided the selected deliverables set forth in this SOW / Exhibit A, and executed all the relevant tasks to Customer's satisfaction.

Customer agrees to sign Customer Acceptance Notices (Appendix D) immediately following the satisfactory completion of the tasks, as outlined in this SOW. If Customer has not signed a Customer Acceptance Notice or has not provided written notice of open issues within five (5) business days following the satisfactory completion of the SOW, the Deliverables for the applicable Site(s) will be deemed accepted by Customer.

APPENDIX C: PROJECT CHANGE CONTROL (PCR) FORM

This PCR form is valid for five (5) business days from the PCR date shown below. ARRIS may not accept a signed PCR if received after five (5) business dates of the PCR date shown below.

PCR Date:					
CUSTOMER Project Owner:		ARRIS Project Manager:		Project PCR #:	
Project Summary:					
Description of Change:					
Reason for Change:					
Proposed Change(s):					
Estimate of Change: (Cost and Schedule)					

- ☐ I approve this PCR with no changes.
- ☐ I approve this PCR with the following changes:
(detail changes required here)
- ☐ This PCR is not approved. The following changes are required:
(detail changes required here)

CUSTOMER

Name: _____

CUSTOMER

Signature: _____ Date _____

ARRIS

Name: _____

ARRIS

Signature: _____ Date _____

To request electronic signatures on this SOW, PCR, or Customer Acceptance Notice, please send requests to signSOW@arris.com.

APPENDIX D: CUSTOMER ACCEPTANCE NOTICE

CUSTOMER Name: _____ Location: _____

Product Line: _____

Services: _____

SOW #: 290101-Wyandotte-Expanding Technology Consulting-SOW

Purchase Order #: _____

Our signatures below confirm and validate that the Services referenced above have been successfully delivered and completed by ARRIS Global Services, Inc. and are accepted by Customer.

(CUSTOMER)

ARRIS Global Services, Inc.

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Acceptance Date)

(Date)

To request electronic signatures on this SOW, PCR, or Customer Acceptance Notice, please send requests to signSOW@arris.com.

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Municipal Services Commission authorizing the General Manager to execute the Statement of Work – SOW #: 290101-Wyandotte-Expanding Technology Consulting-SOW with ARRIS Global Services, Inc. at a cost of \$ 200,000 for professional services related to FTTP/FTTH, Headend migration and outside Cable Plant, as recommended by WMS management.

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: December 17, 2018

AGENDA ITEM # 12

ITEM: Multi-Function Printer Purchase Agreement/Toshiba Business Solutions

PRESENTER: David Fuller, Director of Information Technology 

INDIVIDUALS IN ATTENDANCE: David Fuller, Director of Information Technology

BACKGROUND: Copiers or high speed/high volume multi-function printers (MFP's) are necessary in an enterprise business environment such as the city and Municipal Services. We have typically leased equipment and costs have increased over several leases. MFP's can be routinely serviced after initial lease periods of five years, so I sought vendors who could provide purchase agreements and service the equipment after the initial purchase has been completed, further reducing costs. I received several quotes from vendors under multi-state contract agreements, but only one that offered a purchase agreement and demonstrated capability of a technology solution that met our needs to empower departments to reduce costs, allocate proper control over printing, and provide an alternative means of faxing without phone lines. I recommend purchasing replacement multi-function printers for city departments from Toshiba Business Solutions with provided printing allocations and service in the amount of \$2,884.00 monthly over 63 months.

STRATEGIC PLAN/GOALS: Part of the City of Wyandotte's mission statement is to excel technologically and to be financially responsible.

ACTION REQUESTED: Approve the Mayor and City Clerk to sign the purchase agreement to replace current city MFP's.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Each city department uses its own currently budgeted funds for MFP's. The city is currently spending about \$6,600 monthly in total to lease and service the existing equipment. Approving this purchase will lower monthly costs about \$3,600 monthly.

IMPLEMENTATION PLAN: After receipt of signed purchase agreement from vendor, deployment of equipment will be approved and supervised by the Director of Information Technology.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Concurs with recommendation, approval on file.

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS

Contracts and supporting documents will be available for review.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 17, 2018

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Director of Information Technology to approve the purchase agreement between the City of Wyandotte and Toshiba Business Solutions for replacement multi-function printers at the monthly cost of \$2,884.00 for 63 months from currently budgeted funds to meet the City's strategic goals.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

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

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council Concurs with the recommendation of the Director of Information Technology to approve the purchase agreement between the City of Wyandotte and Toshiba Business Solutions for replacement multi-function printers at the monthly cost of \$2,884.00 for 63 months from currently budgeted funds to meet the City's strategic goals.

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: December 17, 2018

AGENDA ITEM # **13**

ITEM: Christmas Tree Collection

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City provides collection of Christmas trees during the month of January. Trees will be collected on Tuesdays north of Vinewood and Thursdays south of Vinewood. Ornaments, decorations, tree stand and plastic bags **MUST BE REMOVED** to permit composting.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to protect and manage our natural resources vigorously by promoting recycling and insuring yard waste is disposed of properly.

ACTION REQUESTED: Concur in the collection schedule

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Part of current contract with Waste Management.

IMPLEMENTATION PLAN: Post notice on cable and website

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: N/A

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED By Mayor and City Council that Waste Management will collect Christmas Trees beginning January 2, 2019, until February 1, 2019 on the following days:

Tuesdays - North of Vinewood

Thursdays - South of Vinewood

Ornaments, decorations, tree stand and plastic bags MUST BE REMVED to permit composting; AND

BE IT FUTHER RESOLVED that the communication from the City Engineer regarding collection of Christmas Trees is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman

Calvin

DeSana

Maiani

Sabuda

Schultz

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Waste Management will collect Christmas Trees beginning January 2, 2019, until February 1, 2019 on the following days:

Tuesdays - North of Vinewood

Thursdays - South of Vinewood

Ornaments, decorations, tree stand and plastic bags MUST BE REMOVED to permit composting; AND

BE IT FURTHER RESOLVED that the communication from the City Engineer regarding collection of Christmas Trees is hereby received and placed on file.

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: December 17, 2018

AGENDA ITEM # **14a**

ITEM: Purchase Agreement to sell City owned property known as former 900 Vinewood for construction of a new single family home

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

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

The recommendation is to sell said lot for \$10,000 to Walter Hladchuk, 23750 East River Road, Grosse Ile, MI, 48138, for the construction of new single family home consisting of approximately 1,883 square feet, 3 bedrooms, 2.5 baths, attached garage, full basement, exterior to be brick from the foundation to the first floor joist around entire exterior with hardy backer siding for remaining exterior, and wrap around front porch on the 9th Street side of home.

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 900 Vinewood 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 900 Vinewood to Walter Hladchuk in the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser(s), Walter Hladchuk does not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for Eight 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 900 Vinewood, between Walter Hladchuk 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:
All of Lot 1 and the east 25 feet of Lot 2, Block 14, the Rich-Welch Subdivision as recorded in Liber 21 of Plat, Page 62 WCR
being known as Former 900 Vinewood know now as 902 Vinewood Street, together with all improvements and appurtenances,
including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna,
gas conversion unit and permit _____ if any, now on the premises, and to pay therefore the sum of Ten Thousand
(\$10,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the
following conditions;

THE SALE TO BE CONSUMMATED BY: A

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

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

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

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, <i>Fiscal Year</i> applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The seller is hereby authorized to accept this offer and the deposit of _____ 0 _____ 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 be 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 1,946 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 brick from the foundation to the first floor joist around entire exterior with hardy backer 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 ^{Above} Paragraph 12 will result in Seller's right to repurchase property including any improvements at the sum of Eight Thousand (\$8,000.00) Dollars (80% of cash payment) herein to be evidence by a recordable document.

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. Purchaser 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):



Walter Hladchuk
23750 East River Road, Grosse Ile, MI 48138

Dated: 12/14/18

CITY OF WYANDOTTE, Seller

Joseph R. Peterson, Mayor
3200 Biddle Avenue, Wyandotte, Michigan 48192
Dated: _____

Lawrence S. Stec, City Clerk

Legal Department Approval _____

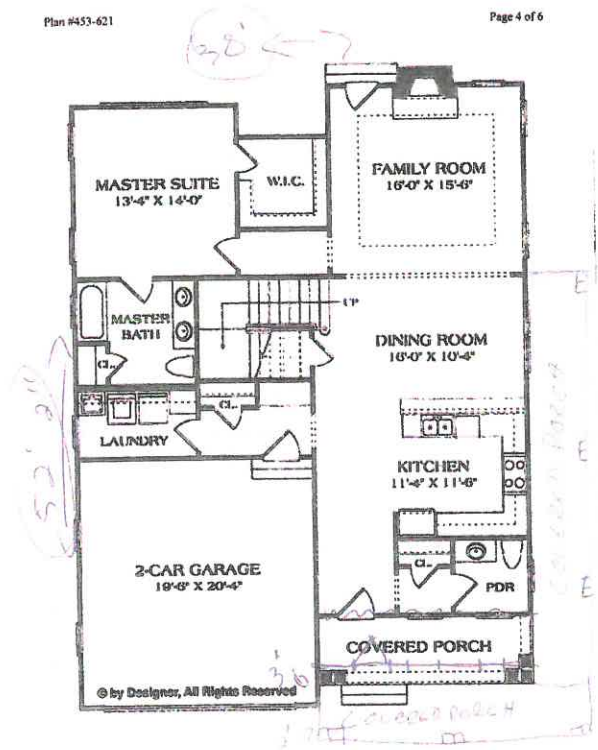
ATTACHMENT A



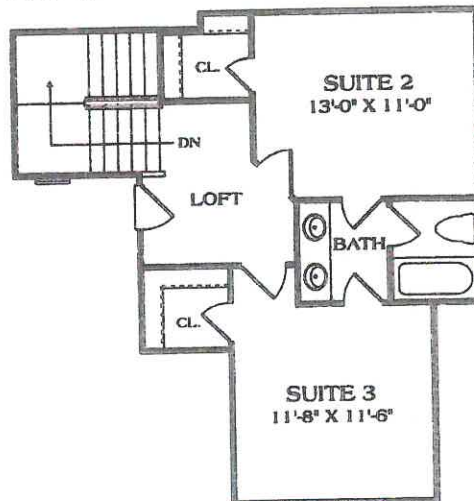
1883 sq/ft 3 beds 2.5 baths 0" wide 0" deep

Plan #453-621

Page 4 of 6



Floor Plan - Upper Floor Plan



Attachment B
**Irrevocable
Letter of Credit**

Dated: _____

To: City of Wyandotte, a Michigan Municipal Corporation, 3200 Biddle Avenue,
Wyandotte, Michigan 48192 ("Beneficiary")

Gentlemen:

By Oder of _____, a Michigan Limited Liability Company, I hereby open
our Irrevocable Letter of Credit in favor of the City of Wyandotte, a Michigan Municipal
Corporation, for the amount not to exceed the aggregate of U.S. Five Thousand
(\$5,000.00) dollars, effective immediately and expiring on _____, 20____,
relative to the performance by _____ under the Purchase
Agreement approved by the City of Wyandotte City Council at a meeting on
_____, 20____, (and which is dated _____, 20____,
attached), for the purpose of commencing construction on or
before _____ and completing the construction on or before
_____, 20____, at _____, Wyandotte,
Michigan.

Funds under this Letter of Credit shall be deposited with the City of Wyandotte's
Treasurer on _____, 20____.

The entire amount of funds will be available for release to Beneficiary when a request is
submitted to the City Treasurer accompanied by an "Affidavit of Default" duly signed by
the Wyandotte City Engineer (or other person designated via a duly adopted resolution
of the Wyandotte City Council), stating that _____ ("Purchaser"):

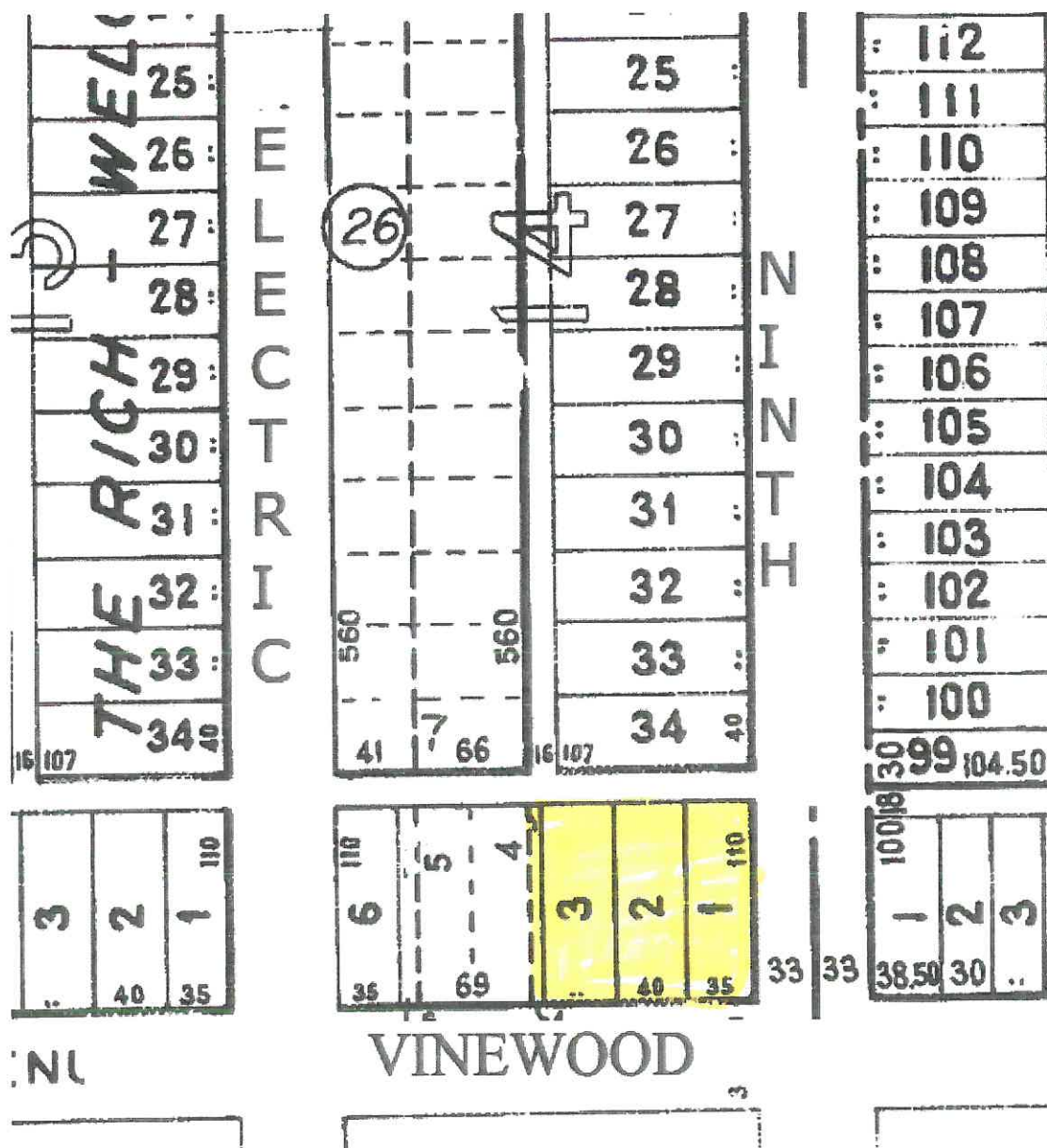
- (i) Has not faithfully performed all of the terms of the Executed Purchase
Agreement, or
- (ii) The time deadline for Purchaser completing the improvements and
scheduling a final inspection has not been met by
_____.

In the event that _____ complies with all provisions of the
above referenced Purchase Agreement on or before _____,
then the City Engineer shall so notify the City Treasurer and the funds shall be paid to
the _____.

The undersigned verify they are the sole members of _____ and represent
no one else is required to sign this Agreement pursuant to the terms of the Operating
Agreement for the LLC.

Very truly yours,

By:



900/912 Vinewood- LOTS 1 THRU 3 ALSO THE EAST 5 FEET OF Lot 4, THE RICH-WELCH SUB, BLOCK 14
T3S R11E, L21 P62 WCR - CITY OF WYANDOTTE

NEW LEGAL:

902 Vinewood - All of Lot 1 and the east 25 feet of Lot 2, Block 14, the Rich-Welch Subdivision
Lot Size: 60' x 110'

910 Vinewood – All of Lot 2 except the east 25 feet , all of Lot 3, and the East 5 feet of Lot 4, Block 14,
The Rich-Welch Subdivision Lot Size: 60' x 110'

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 900 Vinewood 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 900 Vinewood to Walter Hladchuk in the amount of \$10,000.00; AND

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

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 900 Vinewood, between Walter Hladchuk 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: December 17, 2018

AGENDA ITEM # **14b**

ITEM: Purchase Agreement to sell City owned property known as former 912 Vinewood for construction of a new single family home

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

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

The recommendation is to sell said lot for \$10,000 to Walter Hladchuk, 23750 East River Road, Grosse Ile, MI, 48138, for the construction of new single family home consisting of approximately 1,946 square feet, 4 bedrooms, 2.5 baths, attached garage, full basement, and exterior to be brick from the foundation to the first floor joist around entire exterior with hardy backer 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 912 Vinewood 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 912 Vinewood to Walter Hladchuk in the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser(s), Walter Hladchuk does not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for Eight 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 912 Vinewood, between Walter Hladchuk 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:
All of Lot 2 except the east 25 feet and all of Lot 3, and the East 5 feet of Lot 4, Block 14, The Rich-Welch Subdivision as recorded in Liber 21 of Plat, Page 62 WCR being known as Former 912 Vinewood know now as 910 Vinewood Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit _____ if any, now on the premises, and to pay therefore the sum of Ten Thousand (\$10,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY: A

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

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

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

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for 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: _____
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 be 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 ^{1,946}1,883 square feet with 4 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 brick from the foundation to the first floor joist around entire exterior with hardy backer siding for rest of exterior.
 - Wrap around front porch on the 9th Street side of home.
 - 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 ^{Above} Paragraph 12 will result in Seller's right to repurchase property including any improvements at the sum of Eight Thousand (\$8,000.00) Dollars (80% of cash payment) herein to be evidence by a recordable document.

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):


Walter Hladchuk

23750 East River Road, Grosse Ile, MI 48138

Dated: 12/6/18

CITY OF WYANDOTTE, Seller

Joseph R. Peterson, Mayor

Lawrence S. Stec, City Clerk

3200 Biddle Avenue, Wyandotte, Michigan 48192

Dated: _____

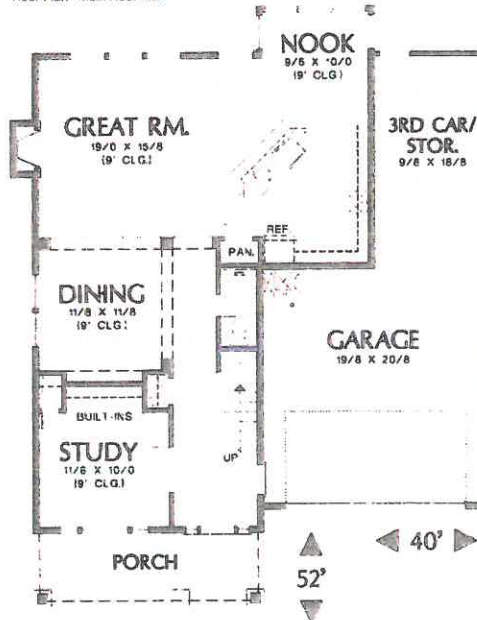
Legal Department Approval _____

ATTACHMENT A

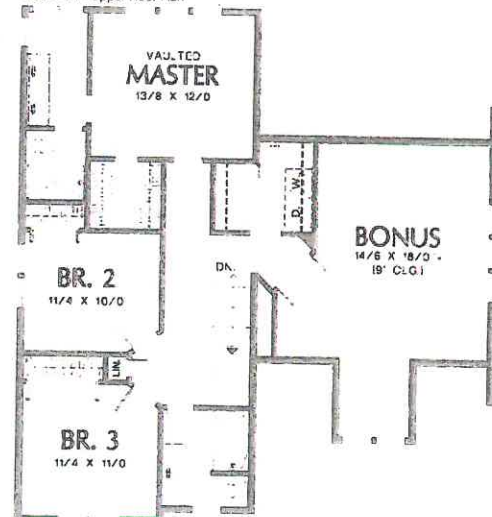


1946 sq/ft 4 beds 2.5 baths 0" wide 0" deep

Floor Plan - Main Floor Plan



Floor Plan - Upper Floor Plan



Attachment B

Irrevocable Letter of Credit

Dated: _____

To: City of Wyandotte, a Michigan Municipal Corporation, 3200 Biddle Avenue,
Wyandotte, Michigan 48192 ("Beneficiary")

Gentlemen:

By Oder of _____, a Michigan Limited Liability Company, I hereby open
our Irrevocable Letter of Credit in favor of the City of Wyandotte, a Michigan Municipal
Corporation, for the amount not to exceed the aggregate of U.S. Five Thousand
(\$5,000.00) dollars, effective immediately and expiring on _____, 20____,
relative to the performance by _____ under the Purchase
Agreement approved by the City of Wyandotte City Council at a meeting on
_____, 20____, (and which is dated _____ 20____,
attached), for the purpose of commencing construction on or
before _____ and completing the construction on or before
_____, 20____, at _____, Wyandotte,
Michigan.

Funds under this Letter of Credit shall be deposited with the City of Wyandotte's
Treasurer on _____, 20____.

The entire amount of funds will be available for release to Beneficiary when a request is
submitted to the City Treasurer accompanied by an "Affidavit of Default" duly signed by
the Wyandotte City Engineer (or other person designated via a duly adopted resolution
of the Wyandotte City Council), stating that _____ ("Purchaser"):

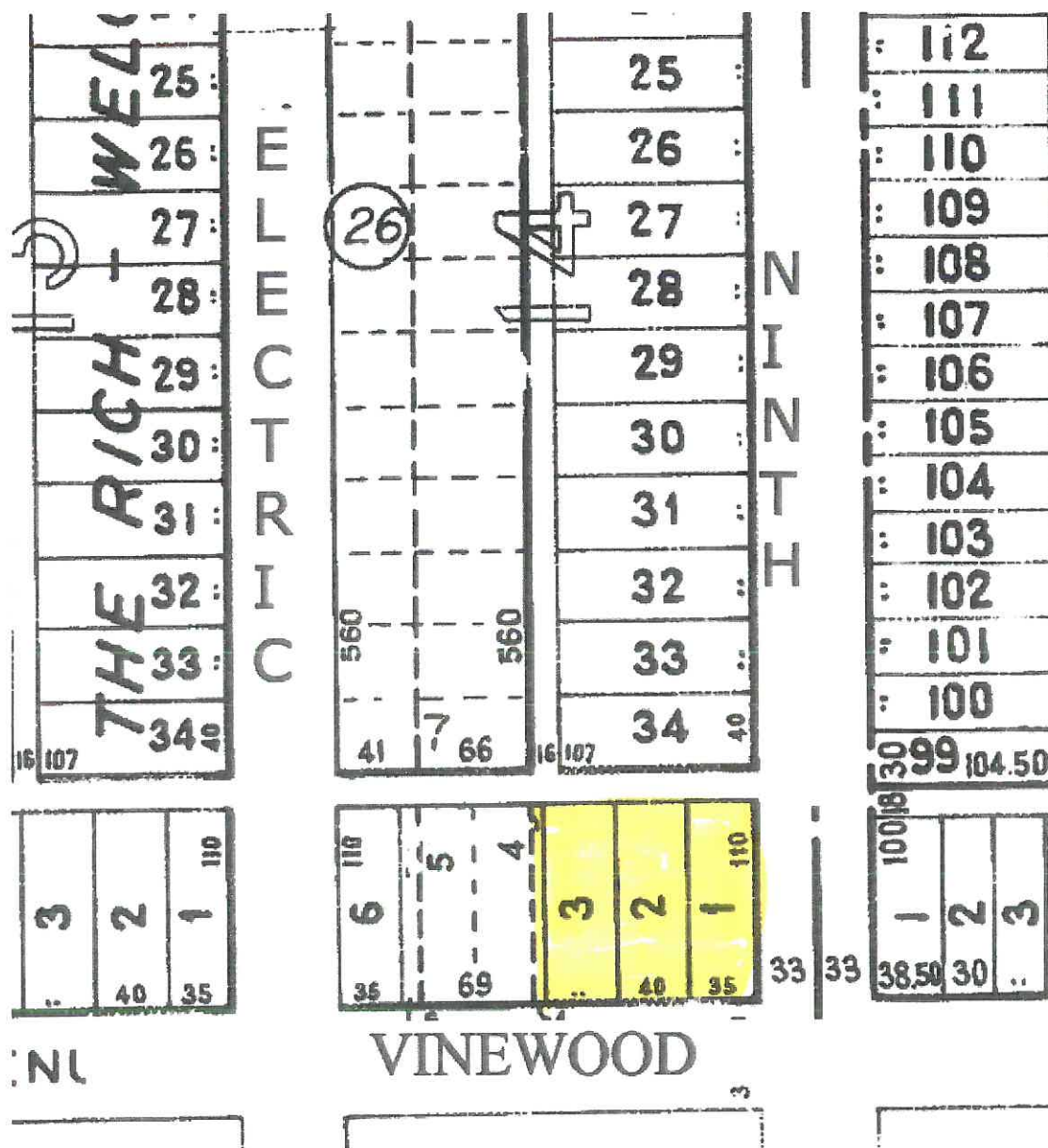
- (i) Has not faithfully performed all of the terms of the Executed Purchase
Agreement, or
- (ii) The time deadline for Purchaser completing the improvements and
scheduling a final inspection has not been met by
_____.

In the event that _____ complies with all provisions of the
above referenced Purchase Agreement on or before _____,
then the City Engineer shall so notify the City Treasurer and the funds shall be paid to
the _____.

The undersigned verify they are the sole members of _____ and represent
no one else is required to sign this Agreement pursuant to the terms of the Operating
Agreement for the LLC.

Very truly yours,

By:



900/912 Vinewood- LOTS 1 THRU 3 ALSO THE EAST 5 FEET OF Lot 4, THE RICH-WELCH SUB, BLOCK 14
T3S R11E, L21 P62 WCR - CITY OF WYANDOTTE

NEW LEGAL:

902 Vinewood - All of Lot 1 and the east 25 feet of Lot 2, Block 14, the Rich-Welch Subdivision
Lot Size: 60' x 110'

910 Vinewood - All of Lot 2 except the east 25 feet, all of Lot 3, and the East 5 feet of Lot 4, Block 14,
The Rich-Welch Subdivision Lot Size: 60' x 110'

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 912 Vinewood 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 912 Vinewood to Walter Hladchuk in the amount of \$10,000.00; AND

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

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 912 Vinewood, between Walter Hladchuk 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: December 17, 2018

AGENDA ITEM # **14c**

ITEM: City Owned property at 1924 Ford Avenue, Wyandotte, Michigan

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The property at 1924 Ford Avenue was purchased by the City via Wayne County Tax Foreclosure. This is a commercial building that has been owned by Gary Wilkie. Mr. Wilkie was foreclosed on by Wayne County and then the taxes were sold to the City. Mr. Wilkie has agreed to re-pay the City the portion that the City paid totaling \$8,040.00 which includes a 10% Administrative Fee.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Legal Department approved Purchase Agreement

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Purchase Agreement; Letter from property owner

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date:

BE IT RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer regarding the sale of 1924 Ford Avenue; AND

BE IT RESOLVED that Council accepts the offer from Bernice Huston, to acquire the property known as 1924 Ford Avenue in the amount of \$8,040.00; AND

BE IT FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor and Clerk are hereby authorized to sign said documents.

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

OFFER TO PURCHASE REAL ESTATE

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

City
Township of
Village

Wyandotte County, Michigan, described as follows:
Lot 306 Schorr Grove Subdivision as recorded in Liber 48, Page 45 Wayne County Records

being known as 1924 Ford Avenue 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 Eight Thousand
Forty Dollars and 00/100 (\$8,040.00) 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)

<i>Cash Sale</i>	A. Delivery of the usual Quit Claim Deed conveying the City's interest. Payment of purchase money is to be made in cash or certified check.
<i>Cash Sale with New Mortgage</i>	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
<i>Sale to Existing Mortgage</i>	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
<i>Sale on Land Contract</i>	D. Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ months from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.
<i>Sale to Existing Land Contract</i>	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a 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.
<i>Time of Closing</i>	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.
<i>Purchaser's Default/Seller's Default</i>	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<i>Title Objections</i>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date 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.
<i>Possession</i>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>Gary Wilkie</u> If the Seller occupies the property, it shall be vacated on or before <u>N/A</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

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

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

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

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

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

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

The closing of this sale shall take place at the office of _____.

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: **1. Contingent upon City Council approval, 2. Purchaser acknowledge that Sellers will be issuing a Quit Claim Deed and not a Warranty Deed. 3. Purchaser acknowledges City is conveying any interest it has in the property to the Seller and the City was issued a Quit Claim Deed as a result of a tax foreclosure. City makes no representations concerning status of title. 4. Purchaser waives title insurance.**

IN PRESENCE OF:

Natalie Reun

Gary Wilkie L. S.
Purchaser

L. S.
Purchaser

Dated OCT. 25, 2018

Address 1924 Ford Avenue, Wyandotte, MI 48192
Phone: 734-558-7889

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.

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

City of Wyandotte:

IN PRESENCE OF:

Joseph R. Peterson, Mayor L. S.
Seller

William R. Griggs, City Clerk 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

Mr Todd Browning
Wyandotte City Treasurer
3200 Biddle Avenue
Wyandotte Mi 48192

Regarding – 1924 Ford Ave, Wyandotte MI
Foreclosed property

Dear Mr Browning,

I have owned the above-mentioned property for the past fourteen years. The City of Wyandotte recently purchased the property from Wayne County, and I would like to redeem the property from the City.

The property is unique in that there is no parking. I was told when I purchased the building that I should not put up signage or become a nuisance to my neighbor's by imposing on their parking spaces, and until I could secure proper parking for the building, I would not conduct business out of it. I have abided to all of these requirements over the years, having never put up a sign, not conducting business out of it, and being respectful of both my business and residential neighbors (Neighbor's info attached).

Despite never being able to generate revenue off the building, I have kept the building in aesthetically pleasing condition and up to code (Certificate of Conformity attached).

Please give consideration to how hard it is to maintain a commercial building that lacks the ability to generate revenue. I have struggled to do so, as it was my goal to give it to my Daughter, to open a boutique architectural design studio when she finishes college. This is the only asset I have to leave my daughter.

I now have the means to redeem the building and would very much like guidance as how to go about doing so. Thank you for your consideration and may God bless you.

Sincerely,



Gary Wilkie

1924 Ford Avenue, Wyandotte Mi 48192
(734) 558-7889

CC Tom Bertino

1/2

1924 FORD AVE

AFTER



BEFORE



MLS:233476

Address: 1924 FORD, Wyandotte

Area: 00008192

Office: 0058

BUSINESS NEIGHBORS

1932 FORD - AULO GOMANO CPA(7) 283-3333

1916 FORD - SIMON RENTAL(7) 283-5374

RESIDANCE NEIGHBORS

1890 19TH JOHN RUTH(7) 307-3994

1889 20TH JIM BRIDGEWATER (248) 345-9926

N/3

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the sale of 1924 Ford Avenue; AND

BE IT RESOLVED that Council accepts the offer from Gary Wilkie, to acquire the property known as 1924 Ford Avenue in the amount of \$8,040.00; AND

BE IT FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor and Clerk are hereby authorized to sign said documents.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz


NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 17, 2018

AGENDA ITEM # **15**

ITEM: Monthly Dumpster Pick-Up Fees, Annual License Fees for Yard Waste Collection, Roll-Off Dumpster Rental Fees, Dumping Fees at the Department of Public Service (DPS) and 96 Gallon Toter Rental Fees

PRESENTER: Mark A. Kowalewski, City Engineer 

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City entered into a six (6) year Solid Waste Collection Contract beginning February 1, 2018. Contract term ends the same time as our contract with the Riverview Landfill. This places the City in the best possible position for future solid waste services.

The signing of the this contract also recommended an annual increase in fees for Dumpster Pick-Ups, Yard Waste Licensing, Rental of Roll-Offs through the Department of Public Service (DPS), Dumping at the DPS, and Toter Rental Fees.

Therefore, enclosed are the existing and the proposed Dumpster Pick-Ups, Yard Waste Licensing, Rental of Roll-Offs through the DPS, Dumping at the DPS, and Toter Rental Fees.

Further, in looking back at the Solid Waste Fund regarding monitoring indicates the assumptions previously presented regarding revenue and expenditures are valid. Revenue highlight includes the assumption that the property taxes will increase 2.1% wherein they will increase 2.4% as of January 1, 2019.

Expenditure highlight includes an increase cost for recycling at the Drop-Off Recycling Center Recycling. The Contract with Waste Management splits the recycling rate revenue or cost at 50% with the City. Rate has increased from \$6.37/ton cost to \$44.78/ton cost for Wyandotte's 50%. The Landfill Rate is \$17.90/ton. This will translate to approximately \$14,000 annually if recycling rate stays at the current level. This fund will be reviewed again upon completion of the audit.

Recommendation is to approve the new fees and continue to monitor the Solid Waste Fund.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to creating fiscal stability, streamlining government operations, making government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstone of our City government.

ACTION REQUESTED: Approval of increases as presented.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Adopt proposed changes to fees effective February 1, 2019

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: There is a sentence in the Background of the Solid Waste item that is incorrect. The assumptions presented by the City Engineer may be valid regarding the projected property tax increase, but the actual budget for 2019FY is not in agreement with the analysis he presented. In the City Engineer's projections, he estimated revenue for 2019 at \$1.9 million when the actual, budgeted amount is \$1.84 million. The City Engineer's projected expenditures for 2019 in his analysis is \$1.978 million and actual budgeted expenditures are \$1.988 million. Thus, in year 2, we are already trending 3.5% unfavorably when comparing actual to the City Engineer's projections. Considering the straight-line revenue increases projected by the City Engineer in his financial analysis, this unfavorable situation will be exacerbated during the future four (4) years of the projection even if tax revenue continues to increase at the 2.1% annual amount offered by the City Engineer. Thus, it is again repeated that it is likely that the Solid Waste Fund will fare far worse than the financial projection authored by the City Engineer

S. Dunsdale

LEGAL COUNSEL'S RECOMMENDATION:

Reviewed Request (w. Josh)

MAYOR'S RECOMMENDATION:

J.P.

LIST OF ATTACHMENTS: Existing and proposed fee changes

MODEL RESOLUTION:

RESOLUTION

Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding Monthly Dumpster Pick-Up Fees, Annual License Fee for Yard Waste Collection, Roll-Off Dumpster Rental Fees, Dumping Fees at the DPS and 96 Gallon Toter Rental Fee by approving the Proposed 2019 Fees as outlined below:

2019 MONTHLY DUMPSTER FEES

	Pick-up <u>Once a Week</u>	Pick-up <u>Twice a Week</u>	Pick-up <u>Three Times a Week</u>
2 c.y.	\$ 52.00	\$ 79.00	\$ 113.00
3 c.y.	\$ 60.00	\$ 100.00	\$ 146.00
4 c.y.	\$ 67.00	\$ 122.00	\$ 179.00

Special: 3 c.y. Pick-up 4 Times a Week \$201.00
4 c.y. Pick-up 5 Times a Week \$359.00

Corrugated Cardboard

6 c.y.	\$ 49.00	\$ 74.00	\$ 112.00
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Extra Fee of \$20.00 per month if a dumpster does not have a secure lid.

Any unscheduled extra pick-ups will be charged \$60.00.

If purchasing a dumpster from the City, the minimum monthly payment will be \$30.00 per month until the dumpster is paid off.

2019 ANNUAL LICENSE FOR YARD WASTE COLLECTION FEE

\$250 Per Pick-up Truck for Wyandotte Business
\$1,000 Per Pick-up Truck for Non-Wyandotte Business
\$375 Per Pick-up Truck with Raised Truck Bed for Wyandotte Business
\$1,500 Per Pick-up Truck with Raised Truck Bed for Non-Wyandotte Business
\$560 Per Pick-up Truck with Trailer for Wyandotte Business
\$2,240 Per Pick-up Truck with Trailer for Non-Wyandotte Business
\$1,000 Per Pick-up Truck with Trailer with Raised Bed for Wyandotte Business
\$4,000 Per Pick-up Truck with Trailer with Raised Bed for Non-Wyandotte Business
\$1,500 Per Pick-up Truck with Raised Bed and Trailer with Raised Bed for Wyandotte Business
\$6,000 Per Pick-up Truck with Raised Bed and Trailer with Raised Bed for Non-Wyandotte Business

\$560 per Dump Truck for Wyandotte Business
\$2,240 per Dump Truck for Non-Wyandotte Business
\$800 Per Dump Truck with Raised Truck Bed for Wyandotte Business
\$3,200 Per Dump Truck with Raised Truck Bed for Non-Wyandotte Business
\$1,000 Per Dump Truck with Trailer for Wyandotte Business
\$4,000 Per Dump Truck with Trailer for Non-Wyandotte Business
\$1,500 Per Dump Truck with Trailer with Raised Bed for Wyandotte Business
\$6,000 Per Dump Truck with Trailer with Raised Bed for Non-Wyandotte Business
\$2,000 Per Dump Truck with Raised Bed and Trailer with Raised Bed for Wyandotte Business
\$8,000 Per Dump Truck with Raised Bed and Trailer with Raised Bed for Non-Wyandotte Business

2019 ROLL-OFF DUMPSTER RENTAL FEE

Dumpster Size	Brush 6" or Less	Logs Over 6"	Concrete	Household Debris Construction Debris	No. of Days Box Can be at Site
10 Cu. Yards	\$85.00*	\$212.00*	\$121.00*	\$182.00***	2 Nights
20 Cu. Yards	\$97.00*	\$393.00*	N/A	\$272.00***	3 Nights
30 Cu. Yards	\$109.00*	\$575.00*	N/A	\$363.00***	4 Nights

*Dumpster cannot contain any other material. If it does, there is a fine of a minimum of \$182.00

*** Dumpster cannot contain any concrete, dirt, regular trash, tires, yard waste, appliances with Freon, hazardous materials, and/or paint of any type. If any of this is found there is a minimum fine of \$182.00.

If any of the above size boxes are overloaded there is a minimum fine of \$182.00

2019 DUMPING FEES AT DPS

Concrete..... \$10.00/Cubic Yard
Construction Debris including: Drywall, Shingles, and Wood..... \$12.00/Cubic Yard

2019 96 GALLON TOTES RENTAL FEE

New Lease.....\$60.00/2 years
After 2 years.....\$ 2.50/month

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

2018 MONTHLY DUMPSTER FEES

	Pick-up Once a Week	Pick-up Twice a Week	Pick-up Three Times a Week
2 c.y.	\$ 47.00	\$ 72.00	\$ 103.00
3 c.y.	\$ 54.00	\$ 91.00	\$ 113.00
4 c.y.	\$ 61.00	\$ 111.00	\$ 163.00

Special: 3 c.y. Pick-up 4 Times a Week \$183.00

4 c.y. Pick-up 5 Times a Week \$326.00

Corrugated Cardboard

6 c.y.	\$ 44.00	\$ 67.00	\$ 102.00
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Extra Fee of \$18.00 per month if a dumpster does not have a secure lid.

Any unscheduled extra pick-ups will be charged \$54.00.

If purchasing a dumpster from the City, the minimum monthly payment will be \$27.00 per month until the dumpster is paid off.

PROPOSED 2019 MONTHLY DUMPSTER FEES

	Pick-up Once a Week	Pick-up Twice a Week	Pick-up Three Times a Week
2 c.y.	\$ 52.00	\$ 79.00	\$ 113.00
3 c.y.	\$ 60.00	\$ 100.00	\$ 146.00
4 c.y.	\$ 67.00	\$ 122.00	\$ 179.00

Special: 3 c.y. Pick-up 4 Times a Week \$201.00

4 c.y. Pick-up 5 Times a Week \$359.00

Corrugated Cardboard

6 c.y.	\$ 49.00	\$ 74.00	\$ 112.00
--------	----------	----------	-----------

Extra Fee of \$20.00 per month if a dumpster does not have a secure lid.

Any unscheduled extra pick-ups will be charged \$60.00.

If purchasing a dumpster from the City, the minimum monthly payment will be \$30.00 per month until the dumpster is paid off.

2018 ANNUAL LICENSE FOR YARD WASTE COLLECTION FEE

\$220 Per Pick-up Truck for Wyandotte Business/Resident

\$880 Per Pick-up Truck for Non-Wyandotte Business

\$330 Per Pick-up Truck with Raised Truck Bed for Wyandotte Business/Resident

\$1,320 Per Pick-up Truck with Raised Truck Bed for Non-Wyandotte Business

\$500 Per Pick-up Truck with Trailer for Wyandotte Business

\$2,000 Per Pick-up Truck with Trailer for Non-Wyandotte Business

\$500 per Dump Truck for Wyandotte Business

\$2,000 per Dump Truck for Non-Wyandotte Business

\$700 Per Dump Truck with Raised Truck Bed for Wyandotte Business

\$2,800 per Dump Truck with Raised Truck Bed for Non-Wyandotte Business

PROPOSED 2019 ANNUAL LICENSE FOR YARD WASTE COLLECTION FEE

\$250 Per Pick-up Truck for Wyandotte Business
\$1,000 Per Pick-up Truck for Non-Wyandotte Business
\$375 Per Pick-up Truck with Raised Truck Bed for Wyandotte Business
\$1,500 Per Pick-up Truck with Raised Truck Bed for Non-Wyandotte Business
\$560 Per Pick-up Truck with Trailer for Wyandotte Business
\$2,240 Per Pick-up Truck with Trailer for Non-Wyandotte Business
\$1,000 Per Pick-up Truck with Trailer with Raised Bed for Wyandotte Business
\$4,000 Per Pick-up Truck with Trailer with Raised Bed for Non-Wyandotte Business
\$1,500 Per Pick-up Truck with Raised Bed and Trailer with Raised Bed for Wyandotte Business
\$6,000 Per Pick-up Truck with Raised Bed and Trailer with Raised Bed for Non-Wyandotte Business

\$560 per Dump Truck for Wyandotte Business
\$2,240 per Dump Truck for Non-Wyandotte Business
\$800 Per Dump Truck with Raised Truck Bed for Wyandotte Business
\$3,200 Per Dump Truck with Raised Truck Bed for Non-Wyandotte Business
\$1,000 Per Dump Truck with Trailer for Wyandotte Business
\$4,000 Per Dump Truck with Trailer for Non-Wyandotte Business
\$1,500 Per Dump Truck with Trailer with Raised Bed for Wyandotte Business
\$6,000 Per Dump Truck with Trailer with Raised Bed for Non-Wyandotte Business
\$2,000 Per Dump Truck with Raised Bed and Trailer with Raised Bed for Wyandotte Business
\$8,000 Per Dump Truck with Raised Bed and Trailer with Raised Bed for Non-Wyandotte Business

2018 ROLL-OFF DUMPSTER RENTAL FEE

Dumpster Size	Brush 6" or Less	Logs Over 6"	Concrete	Household Debris Construction Debris	No. of Days Box Can be at Site
10 Cu. Yards	\$77.00*	\$192.50*	\$110.00*	\$165.00***	2 Nights
20 Cu. Yards	\$88.00*	\$357.50*	N/A	\$247.50***	3 Nights
30 Cu. Yards	\$99.00*	\$522.50*	N/A	\$330.00***	4 Nights

*Dumpster cannot contain any other material. If it does, there is a fine of a minimum of \$165.00

*** Dumpster cannot contain any concrete, dirt, regular trash, tires, yard waste, appliances with Freon, hazardous materials, and/or paint of any type. If any of this is found there is a minimum fine of \$165.00.
If any of the above size boxes are overloaded there is a minimum fine of \$165.00

PROPOSED 2019 ROLL-OFF DUMPSTER RENTAL FEE

Dumpster Size	Brush 6" or Less	Logs Over 6"	Concrete	Household Debris Construction Debris	No. of Days Box Can be at Site
10 Cu. Yards	\$85.00*	\$212.00*	\$121.00*	\$182.00***	2 Nights
20 Cu. Yards	\$97.00*	\$393.00*	N/A	\$272.00***	3 Nights
30 Cu. Yards	\$109.00*	\$575.00*	N/A	\$363.00***	4 Nights

*Dumpster cannot contain any other material. If it does, there is a fine of a minimum of \$182.00

*** Dumpster cannot contain any concrete, dirt, regular trash, tires, yard waste, appliances with Freon, hazardous materials, and/or paint of any type. If any of this is found there is a minimum fine of \$182.00.
If any of the above size boxes are overloaded there is a minimum fine of \$182.00

2018 DUMPING FEES AT DPS

Concrete..... \$9.00/Cubic Yard

Construction Debris including: Drywall, Shingles, and Wood..... \$11.00/Cubic Yard

PROPOSED 2019 DUMPING FEES AT DPS

Concrete..... \$10.00/Cubic Yard

Construction Debris including: Drywall, Shingles, and Wood..... \$12.00/Cubic Yard

2018 96 GALLON TOTES RENTAL FEE

New Lease.....\$54.00/2 years

After 2 years.....\$ 2.25/month

PROPOSED 2019 96 GALLON TOTES RENTAL FEE

New Lease.....\$60.00/2 years

After 2 years.....\$ 2.50/month

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding Monthly Dumpster Pick-Up Fees, Annual License Fee for Yard Waste Collection, Roll-Off Dumpster Rental Fees, Dumping Fees at the DPS and 96 Gallon Toter Rental Fee by approving the Proposed 2019 Fees as outlined below:

2019 MONTHLY DUMPSTER FEES

	Pick-up <u>Once a Week</u>	Pick-up <u>Twice a Week</u>	Pick-up <u>Three Times a Week</u>
2 c.y.	\$ 52.00	\$ 79.00	\$ 113.00
3 c.y.	\$ 60.00	\$ 100.00	\$ 146.00
4 c.y.	\$ 67.00	\$ 122.00	\$ 179.00
Special: 3 c.y. Pick-up 4 Times a Week	\$201.00		
4 c.y. Pick-up 5 Times a Week	\$359.00		
<u>Corrugated Cardboard</u>			
6 c.y.	\$ 49.00	\$ 74.00	\$ 112.00

Extra Fee of \$20.00 per month if a dumpster does not have a secure lid.

Any unscheduled extra pick-ups will be charged \$60.00.

If purchasing a dumpster from the City, the minimum monthly payment will be \$30.00 per month until the dumpster is paid off.

2019 ANNUAL LICENSE FOR YARD WASTE COLLECTION FEE

\$250 Per Pick-up Truck for Wyandotte Business

\$1,000 Per Pick-up Truck for Non-Wyandotte Business

\$375 Per Pick-up Truck with Raised Truck Bed for Wyandotte Business

\$1,500 Per Pick-up Truck with Raised Truck Bed for Non-Wyandotte Business

\$560 Per Pick-up Truck with Trailer for Wyandotte Business

\$2,240 Per Pick-up Truck with Trailer for Non-Wyandotte Business

\$1,000 Per Pick-up Truck with Trailer with Raised Bed for Wyandotte Business

\$4,000 Per Pick-up Truck with Trailer with Raised Bed for Non-Wyandotte Business

\$1,500 Per Pick-up Truck with Raised Bed and Trailer with Raised Bed for Wyandotte Business

\$6,000 Per Pick-up Truck with Raised Bed and Trailer with Raised Bed for Non-Wyandotte Business

\$560 per Dump Truck for Wyandotte Business

\$2,240 per Dump Truck for Non-Wyandotte Business

\$800 Per Dump Truck with Raised Truck Bed for Wyandotte Business

\$3,200 Per Dump Truck with Raised Truck Bed for Non-Wyandotte Business

\$1,000 Per Dump Truck with Trailer for Wyandotte Business

\$4,000 Per Dump Truck with Trailer for Non-Wyandotte Business

\$1,500 Per Dump Truck with Trailer with Raised Bed for Wyandotte Business

\$6,000 Per Dump Truck with Trailer with Raised Bed for Non-Wyandotte Business

\$2,000 Per Dump Truck with Raised Bed and Trailer with Raised Bed for Wyandotte Business
 \$8,000 Per Dump Truck with Raised Bed and Trailer with Raised Bed for Non-Wyandotte Business

2019 ROLL-OFF DUMPSTER RENTAL FEE

Dumpster	Brush	Logs	Household Debris		
No. of Days					
<u>Size</u> <u>be at Site</u>	<u>6" or Less</u>	<u>Over 6"</u>	<u>Concrete</u>	<u>Construction Debris</u>	<u>Box Can</u>
10 Cu. Yards Nights	\$85.00*	\$212.00*	\$121.00*	\$182.00***	2
20 Cu. Yards Nights	\$97.00*	\$393.00*	N/A	\$272.00***	3
30 Cu. Yards Nights	\$109.00*	\$575.00*	N/A	\$363.00***	4

*Dumpster cannot contain any other material. If it does, there is a fine of a minimum of \$182.00

*** Dumpster cannot contain any concrete, dirt, regular trash, tires, yard waste, appliances with Freon, hazardous materials, and/or paint of any type. If any of this is found there is a minimum fine of \$182.00.

If any of the above size boxes are overloaded there is a minimum fine of \$182.00

2019 DUMPING FEES AT DPS

Concrete..... \$10.00/Cubic Yard

Construction Debris including: Drywall, Shingles, and Wood..... \$12.00/Cubic Yard

2019 96 GALLON TOTES RENTAL FEE

New Lease.....\$60.00/2 years

After 2 years.....\$ 2.50/month

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 17, 2018

AGENDA ITEM # **16**

ITEM: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: Based on Wyandotte's population the City receives Community Development Block Grant (CDBG) dollars through Wayne County. The County receives grant dollars via the Housing Urban Development (HUD). The City has received funding for 2017 (July 1, 2017 thru June 30, 2018) in the amount of \$58,500 to replace the Copeland Center Roof. The roof replacement would need to be completed by December 31, 2018, in order to receive reimbursement from the County. Due to the inability to secure a letter to proceed from HUD, and the manufacturer's specifications for roofing material cannot be applied below 45 degrees, this project will need to be transferred to the 2018 (July 1, 2018 thru June 30, 2019) funding year.

Therefore, the Engineering Department is recommending that the funding for the Copeland Center Roof Replacement in the amount of \$58,500.00 be transferred to the 2017 Street Improvement Project and the \$58,500 be transferred from the 2018 Street Improvement Project to the 2018 Copeland Center Roof Replacement Project. If you concur with this recommending, attached is a Resolution to schedule the required public hearing for January 14, 2019. This public hearing will provide an opportunity for public comment.

STRATEGIC PLAN/GOALS: We are committed to maintaining and developing excellent neighborhoods by matching tools and efforts to the conditions in city neighborhoods; tracking infrastructure conditions in all neighborhoods. The city will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement; continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Adopt a Resolution concurring with the City Engineer to set a public hearing for January 14, 2019.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The grant allows for reimbursement of the City monies spent as part of the CDBG Program.

IMPLEMENTATION PLAN: Hold public hearing on January 14, 2019

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: Notice of Public Hearings

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: December 14, 2018

RESOLUTION by Councilperson_____

BE IT RESOLVED BY THE CITY COUNCIL that Council concurs with the City Engineer regarding the transfer of 2017 and 2018 Community Development Block Grant (CDBG) Funds; AND

BE IT FURTHER RESOLVED that Council has set a Public Hearing for January 14, 2019, to hear public comments on the proposed transfer of \$58,500.00 2017 and 2018 Community Development Block Grant (CDBG) Funds.

I move the adoption of the foregoing resolution.

MOTION by Councilperson_____

Supported by Councilperson_____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the City Engineer regarding the transfer of 2017 and 2018 Community Development Block Grant (CDBG) Funds; AND

BE IT FURTHER RESOLVED that Council has set a Public Hearing for January 14, 2019, to hear public comments on the proposed transfer of \$58,500.00 2017 and 2018 Community Development Block Grant (CDBG) Funds.

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: December 17, 2018

AGENDA ITEM # **17**

ITEM: Dangerous Structure at 1234 Walnut Street, Wyandotte, Michigan

PRESENTER: Mark Kowalewski P.E., City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: On September 13, 2018, a Show Cause Hearing was held in the Engineering and Building Department regarding the dilapidated, deteriorated, dangerous and unsafe garage at 1234 Walnut Street, Wyandotte, Michigan. The garage was ordered to be demolished in the next 30 days. Attached are photos, minutes of this Show Cause Hearing, minutes of a previous Show Cause Hearing and Property Maintenance Letters sent.

An inspection on November 28, 2018, indicated the violations have not been completed.

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

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

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

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Reviewed Request W. Look

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: Letters dated 8/03/17; 6/04/2018; 7/05/18; 7/24/18; 8/14/18; 9/21/18; 10/19/18; Email to Mr. Winters from Mr. Jenkins; Show Cause Hearing Minutes of 7/18/18; 9/13/18; Photographs

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 17, 2018

RESOLUTION by Councilperson _____

WHEREAS, a hearing has been held in the Office of the City Engineer in the Department of Engineering and Building, 3200 Biddle Avenue, Wyandotte, Michigan on July 18, 2018 and September 13, 2018, and the property owner or other interested parties have been given opportunity to show cause, if any they had, why the garage structure at 1234 Walnut Street, has not been repaired or demolished in accordance with the City's Property Maintenance Ordinance; AND

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

NOW, THEREFORE BE IT RESOLVED, that the Council shall hold a public hearing in accordance with Section PM-107.7 in the Council Chambers on the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte on Monday, **January 14, 2019** at 7:00 p.m. at which time all interested parties shall cause, if any they have, why the structure has not been demolished or why the City should not have the garage structure demolished and removed at 1234 Walnut Street; AND

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

Mr. Wayne Winters
1234 Walnut Street
Wyandotte, MI 48192

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

Date: August 03, 2017

SECOND NOTICE
FIRST CLASS MAIL

WINTERS, WAYNE R.
1234 WALNUT
WYANDOTTE, MI 48192

RE: Property Maintenance Complaint at 1234 WALNUT

Dear Owner:

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

AREA: Garage

Floor requires repair PM303.3/303.7

Service and overhead door requires repair or replace / paint PM304.16/304.2

Roof requires repair / replace/permit required/ snow covered* PM304.7

INSPECTOR COMMENTS: 6/27/17 - Roof requires complete replacement. Holes and collapsing through out garage. Permit Required.

Siding requires repair or replace / paint / permit required PM304.2/304.6

INSPECTOR COMMENTS: 6/27/17 - Garage walls appear to be leaning. Holes and damaged siding. Permit required for replacement.

Window requires repair or replace / paint / reglaze / permit required PM304.14/304.15

AREA: House

Windows require repair PM304.14/304.15

Window requires paint PM304.14/304.15

Front porch requires repair PM304.10/304.11

INSPECTOR COMMENTS: 6/27/17 - Front porch stairs and front porch foundation require tuck-pointing.

Front porch requires code handrail and guardrail.

AREA: House, Temporary Certificate of Occupancy Expired
Must schedule inspection.



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

Equal Housing Opportunity



An Equal Opportunity Employer

AREA: Yard (Entire)

Fence requires removal / replace / repair PM303.7

Failure to correct the cited property maintenance violations by September 03, 2017 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4525 or email jmayhew@wyand.org.

Very truly yours,

Joe Mayhew
Building Inspector

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR

Joseph R. Peterson

COUNCIL

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

Date: June 04, 2018

WINTERS, WAYNE R.
1234 WALNUT
WYANDOTTE, MI 48192

RE: Property Maintenance Complaint at 1234 WALNUT

Dear Owner:

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

Roof requires repair / replace/permit required/ snow covered* PM304.7

INSPECTOR COMMENTS: 6/4/18 significant roof damage; roof requires structural repair and shingle replacement

Failure to correct the cited property maintenance violations by July 04, 2018 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4569 or email jjenkins@wyandottemi.gov.

Very truly yours,

Joseph Jenkins
Building Inspector

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



Equal Housing Opportunity



An Equal Opportunity Employer

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore Galeski
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

July 5, 2018

Wayne Winters
1234 Walnut
Wyandotte, MI 48192

RE: 1234 Walnut
Wyandotte, Michigan

This letter is to inform you that this Department has scheduled a **Show Cause Hearing** for **Wednesday July 18, 2018, @ 3:00 p.m.**, in the Department of Engineering and Building regarding the above described address. This Hearing will be to discuss violations cited on the enclosed letters dated August 3, 2017 and June 4, 2018. The Hearing will be presided over by the City Engineer.

If you cannot attend this Hearing at the time and date specified above, please contact the undersigned.

Very truly yours,

Kelly Roberts
Office Manager
KR/de

Enclosures: Letters August 3, 2017, June 4, 2018



OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore Galeski
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

July 24, 2018

Wayne Winters
1234 Walnut
Wyandotte, MI 48192

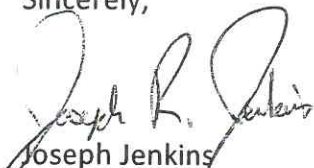
RE: 1234 WALNUT

Dear Mr. Winters,

This letter is to confirm, as we discussed at the Show Cause Hearing held on Wednesday July 18, 2018, that in accordance with Section PM-107.5 of the Wyandotte Property Maintenance Code, this hearing will be held in abeyance until the demolition bids are in. The demolition bids are due into the City by July 30, 2018, and will be forwarded to you once collected. Per the Show Cause Hearing, the repairs cited on the Upon Sale done on January 12, 2012 also need to be started.

If you have any questions regarding the above mentioned matters, please contact the undersigned at 734-324-4569 or email: jjenkins@wyandottemi.gov.

Sincerely,


Joseph Jenkins
Building Inspector

Enclosures:

July 18, 2018- Show Cause Hearing Minutes



Show Cause Hearing Minutes
1234 Walnut
July 18, 2018

PRESENT:	Mark Kowalewski	City Engineer
	Joseph Jenkins	Building Inspector
	Danielle Eichler	Recording Secretary
	Wayne Winters	Owner

Mr. Kowalewski called the hearing to order at 3:10 p.m.

Mr. Kowalewski stated the hearing was being held due to property maintenance complaints, Mr. Jenkins will describe what the complaints are.

Mr. Jenkins stated that he went out to the home that morning to take some pictures of the property maintenance concerns, primarily the garage. He indicated that the garage door is over its hinges. The roof has holes, the plywood itself is collapsing it is not just a shingle issue. The windows and siding need repair. We only allow temporary boarding of windows. Those windows cannot be permanently boarded up. They have been boarded up for more than a couple months.

Mr. Jenkins stated the front porch stairs and foundation are in rough condition. There are holes in the mortar and in the stairs themselves.

Mr. Winters stated the garage roof is rotting, and he knows the windows have been boarded up for more than a few months. He indicated that there is a hole on the front porch step, and that the steps are pulling away from the porch some, but that the stairs are salvageable.

Mr. Jenkins stated that the stairs do not need to be replaced, but they do need to be repaired with some mortar.

Mr. Kowalewski asked Mr. Winters if he was the only owner of the property.

Mr. Winters stated that he is the only owner of the property, that he owns the house outright.

Mr. Kowalewski asked Mr. Winters what his plans were to fix this up. The City has sent out letters and there has been no action.

Mr. Winters stated that the problem is that it all comes down to money. He stated that when he bought the property, these were all issues that were present when he purchased the home. He stated he bought the home about 8 years ago.

Mr. Kowalewski asked if an upon sale inspection was done on the home when Mr. Winters purchased the home.

Mr. Winters indicated that there was an inspection performed by the City when he purchased the home.

Mr. Kowalewski asked if all the violations from the upon sale inspection were corrected.

Mr. Winters stated that most of the repairs were made; the current items were what was remaining from the list.

Show Cause Hearing Minutes
1234 Walnut
July 18, 2018

Mr. Kowalewski stated the inspection report would need to be checked. He indicated that the City was only addressing the outside issues right now, but if there are items inside the home, the City would address that in a communication to him.

Mr. Kowalewski indicated that the exterior maintenance is the reason for the show cause hearing. He then indicated that Mr. Winters does have equity in the home, so he could look into getting a home equity loan to fix the exterior issues.

Mr. Winters stated that he has not looked into getting a home equity loan, that he is not familiar with financing, and asked if the City has any programs to help homeowner's with fixing up their homes.

Mr. Kowalewski indicated that through HUD they have a Community Housing and Development Program, and it is used to assist people who are low income. We could give a list of the income requirements to Mr. Winters.

Mr. Winters stated that he is on disability and thinks he would meet the income requirements.

Mr. Kowalewski stated that you could sign up for the program and it would pay for repairs to a house. It would not pay for repairs to a garage. There are also emergency repairs. There is a waiting list that is about 6 years. So the Rehab program would not help you in this instance.

Mr. Kowalewski indicated that with Mr. Winters not owing any money on the home, he may be able to go to any bank or financial institution and they would most likely give him a loan to make the necessary repairs to the property.

Mr. Winters stated he would have to take a look at his finances to see if he could afford to pay back a loan.

Mr. Kowalewski stated there are many options out there for Mr. Winters to look into including reverse mortgages and not just an equity loan. He stated that this is Mr. Winters' home and it is his responsibility to maintain it. The reason they were at the hearing is to come up with a timeline for when the exterior repairs would be completed.

Mr. Kowalewski indicated that if we cannot get a resolution to Mr. Winters fixing these items, then the City would have to start issuing tickets, and then Mr. Winters could explain to the judge why he is not fixing the property.

Mr. Winters stated that when he bought the property he thought the garage could be rehabilitated, then realized he could not afford to fix it.

Mr. Kowalewski stated that if Mr. Winters wanted, the City could get bids from 3 contractors on demolishing the garage. Then Mr. Winters would have to sign paperwork stating he would reimburse the City for the work, and if Mr. Winters did not pay the cost the City would place a lien on his property.

Mr. Winters asked if he would be able to have his slab remain if he went with tearing down his garage.

Show Cause Hearing Minutes

1234 Walnut

July 18, 2018

Mr. Kowalewski answered yes.

Mr. Winters stated he thinks the garage is in too poor of condition to salvage. He stated he does not think it is safe for anyone to try and repair the roof.

Mr. Kowalewski asked Mr. Winters what he wanted to do to fix the property maintenance issues.

Mr. Winters stated removing the garage would be optimal.

Mr. Kowalewski stated the City would be bidding out some demolition and the City would add this to the demo list and get some prices for Mr. Winters.

Mr. Kowalewski stated the bids are due July 30, 2018, and asked Mr. Winters if he was available anytime afterwards to meet to discuss the bids.

Mr. Winters stated that he is planning on going out of town for a good stretch of time, at least for the rest of the summer.

Mr. Kowalewski asked Mr. Winters if he had an email address, and if so, if he could provide it so they would be able to communicate while Mr. Winters was out of town.

Mr. Winters stated his email address is waynechillywinters@gmail.com

Mr. Kowalewski stated that after July 30, 2018, the City would email Mr. Winters the cost for tearing down his garage.

Mr. Winters asked if the escrow he put down with the City could be used to help pay for tearing down his garage.

Mr. Kowalewski stated the escrow is for completing all repairs on your property. So the City will pull up that paperwork and send you a letter regarding that. That money is not released until you finish all repairs. Mr. Kowalewski stated Mr. Winters could complete all the other repairs required and then the City could look into refunding the escrow to him. The escrow may have already been forfeited.

Mr. Kowalewski stated that Mr. Jenkins would email Mr. Winters the cost of tearing down the garage. If Mr. Winters agreed with the price, he could fill out the necessary paperwork. Once the paperwork was filled out then the City could present it to Council for approval. The initial paperwork could be done by email, but Mr. Winters would still need to mail in the originals.

Mr. Winters asked for a ball park idea on the cost.

Mr. Jenkins stated that for a garage it is around \$3000 to \$4000.

Mr. Kowalewski stated that the cost will vary from garage to garage. Mr. Kowalewski stated the good thing is the garage is being bid on with 5 other properties, so you should get a pretty good price.

Show Cause Hearing Minutes

1234 Walnut

July 18, 2018

Mr. Kowalewski stated that the hearing is in abeyance until the bids are in and are sent to Mr. Winters. Mr. Kowalewski stated that Mr. Winters needs to start working on the other items on the house to get them corrected.

Mr. Kowalewski indicated the City would send Mr. Winters a communication on the upon sale inspection. Mr. Kowalewski asked Mr. Winters if he would be having his mail forwarded while he was out of town.

Mr. Winters stated he doesn't know how that works, that he may look into it. Mr. Winters stated he has a daughter who lives near him who can pick up his mail.

Mr. Kowalewski asked if the home has been reinspected since the upon sale inspection was done.

Mr. Winters stated he thinks the property was inspected about 8 months ago to see what progress was done.

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore Galeski
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

August 14, 2018

Wayne Winters
1234 Walnut
Wyandotte, MI 48192

RE: 1234 Walnut
Wyandotte, Michigan

This letter is to inform you that this Department has scheduled a Show Cause Hearing for Thursday September 13, 2018 @ 3:30pm, in the Department of Engineering and Building regarding the above described address. This Hearing will be to discuss violations cited on the enclosed letters dated August 3, 2017, June 4, 2018, and August 7, 2018. The Hearing will be presided over by the City Engineer.

If you cannot attend this Hearing at the time and date specified above, please contact the undersigned.

Very truly yours,

Kelly Roberts
Office Manager
KR/de

Enclosures: Letters August 3, 2017, June 4, 2018, August 7, 2018

FW: Demolition Pricing for Garage at 1234 Walnut

Joseph Jenkins

Tue 8/14/2018 4:30 PM

To: Danielle Eichler <deichler@wyandottemi.gov>;

Joseph R. Jenkins

Civil Engineer II
City of Wyandotte
(734) 324-4569
3200 Biddle Avenue Suite 200
Wyandotte, MI 48192

From: Joseph Jenkins

Sent: Tuesday, August 7, 2018 9:52 AM

To: 'waynechillywinters@hotmail.com' <waynechillywinters@hotmail.com>; 'waynechillywinters@gmail.com' <waynechillywinters@gmail.com>

Cc: Mark Kowalewski <mkowalewski@wyandottemi.gov>

Subject: Demolition Pricing for Garage at 1234 Walnut

Hello Mr. Winters,

We recently opened the bids for the demolition of your garage and the price came in at \$4,500. Please let me know if you would like to proceed and we could get going on the paperwork.

Thank You,

Joseph R. Jenkins

Civil Engineer II
City of Wyandotte
(734) 324-4569
3200 Biddle Avenue Suite 200
Wyandotte, MI 48192

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore Galeski
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

September 21, 2018

Wayne Winters
1234 Walnut
Wyandotte, MI 48192

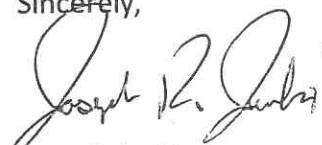
RE: 1234 WALNUT

Dear Mr. Winters,

This letter is to confirm, as discussed at the Show Cause Hearing held on Thursday September 13, 2018, that in accordance with Section PM-107.5 of the Wyandotte Property Maintenance Code, the garage is to be demolished within thirty (30) days. If the garage is not demolished within 30 days, the matter will be presented before City Council to have the city demolish the garage.

If you have any questions regarding the above mentioned matters, please contact the undersigned at 734-324-4569 or email: jjenkins@wyandottemi.gov.

Sincerely,


Joseph Jenkins
Building Inspector

Enclosures:
September 13, 2018- Show Cause Hearing Minutes

September 13, 2018 Show Cause Minutes
1234 Walnut (2nd hearing)

PRESENT:

Mr. Kowalewski	City Engineer
Mr. Plasencia	Assistant City Engineer
Joseph Jenkins	Building Inspector
Danielle Eichler	Recording Secretary

Mr. Kowalewski stated the hearing was a reconvening from the July 18, 2018 show cause hearing for 1234 Walnut's garage due to property maintenance issues. Mr. Kowalewski stated that the owner Mr. Wayne Winters did not show up for the hearing and that no one representing the property was in attendance.

Mr. Plasencia asked Mr. Jenkins if the city got a bid to demolish the garage.

Mr. Jenkins stated that he did include Mr. Winters' home in the last set of demo bids, and that he sent the bid information to Mr. Winters via email, as requested during the hearing held on July 18, 2018.

Mr. Kowalewski asked if Mr. Winters ever responded to the email.

Mr. Jenkins stated he did not get any response from Mr. Winters.

Mr. Kowalewski asked Mr. Jenkins what the current condition of the garage was.

Mr. Jenkins stated the garage is structurally unstable. The roof is caving in, and there are visible holes.

Mr. Kowalewski stated that on August 3, 2018, Mr. Mayhew, an inspector with the City of Wyandotte went to the home to perform an inspection. Mr. Mayhew noted that the roof of the garage was collapsing, the walls were leaning, and that there were holes in both the roof and the siding.

Mr. Kowalewski ordered that the garage to be torn down within 30 days. If the garage is not torn down in 30 days, Mr. Kowalewski will present it to City Council for the City to demolish the garage.

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

Date: October 19, 2018

FINAL NOTICE

WINTERS, WAYNE R.
1234 WALNUT
WYANDOTTE, MI 48192

RE: Property Maintenance Complaint at 1234 WALNUT

Dear Owner:

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

Roof requires repair / replace/permit required/ snow covered* PM304.7

INSPECTOR COMMENTS: 6/4/18 significant roof damage, roof requires structural repair and shingle replacement

Failure to correct the cited property maintenance violations by November 18, 2018 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

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

Very truly yours,

Joseph Jenkins
Building Inspector

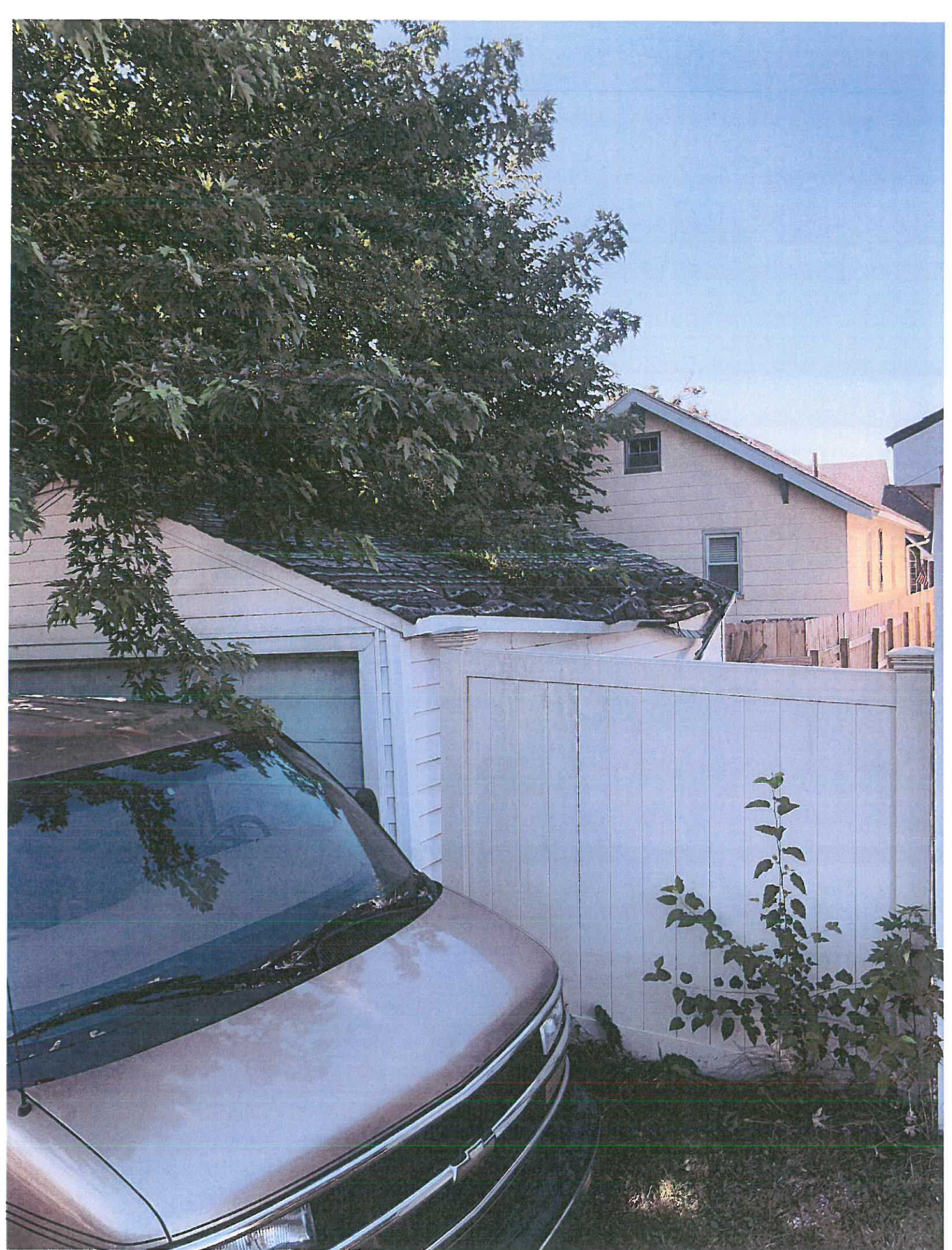


3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192 734-324-4551 • Fax 734-556-3179 email: engineering1@wyan.org

Equal Housing Opportunity

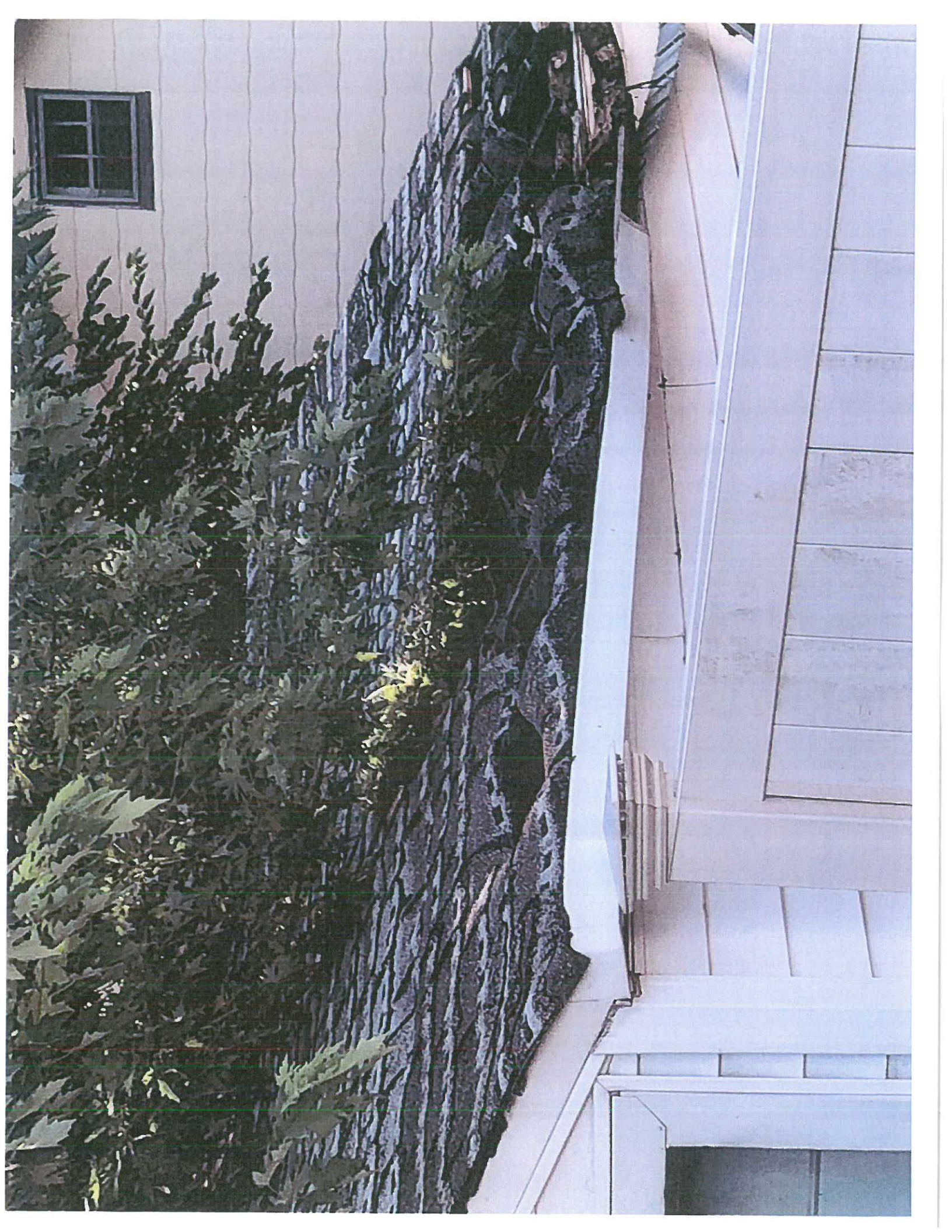


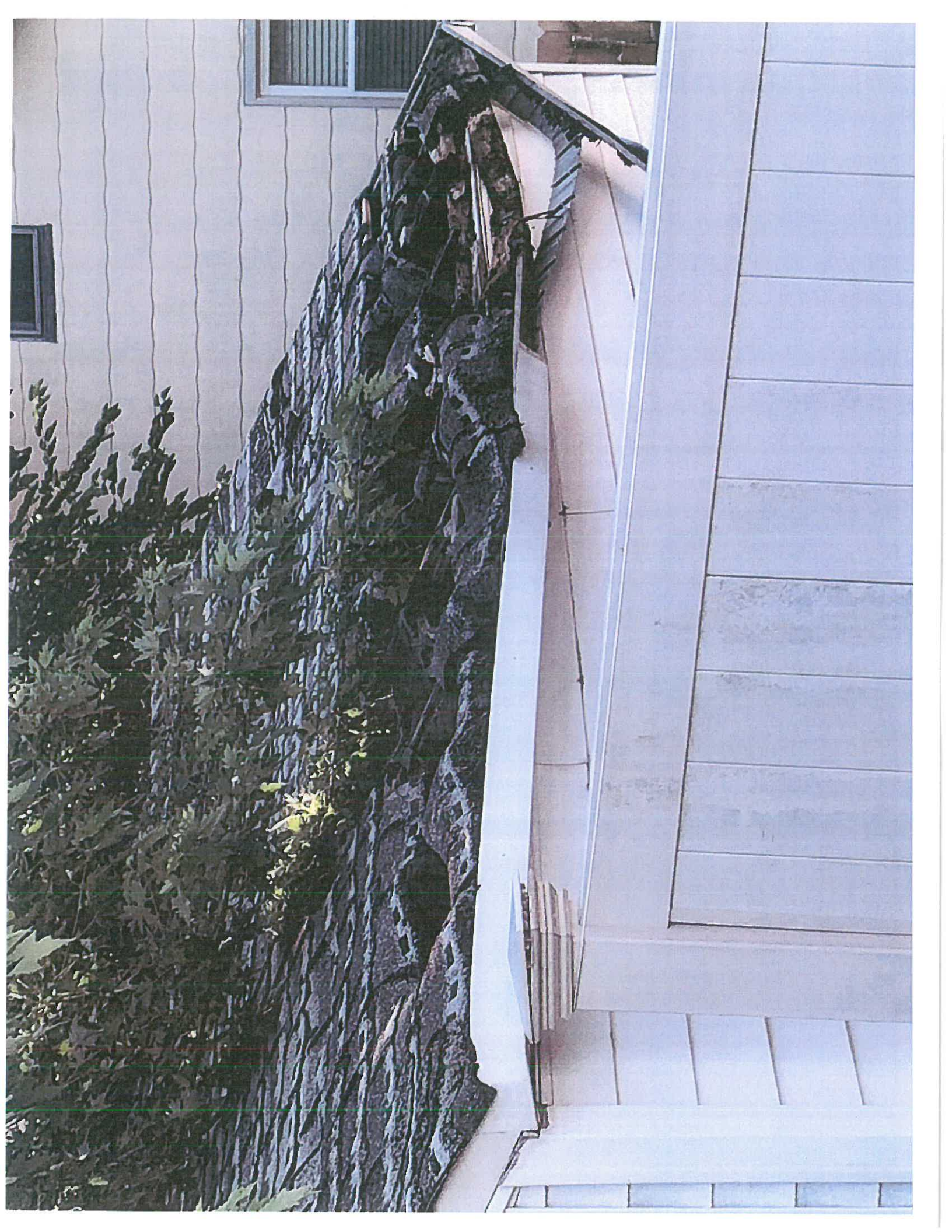
An Equal Opportunity Employer











RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

WHEREAS, a hearing has been held in the Office of the City Engineer in the Department of Engineering and Building, 3200 Biddle Avenue, Wyandotte, Michigan on July 18, 2018 and September 13, 2018, and the property owner or other interested parties have been given opportunity to show cause, if any they had, why the garage structure at 1234 Walnut Street, has not been repaired or demolished in accordance with the City's Property Maintenance Ordinance; AND

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

NOW, THEREFORE BE IT RESOLVED, that the Council shall hold a public hearing in accordance with Section PM-107.7 in the Council Chambers on the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte on Monday, January 14, 2019, at 7:00 p.m. at which time all interested parties shall cause, if any they have, why the structure has not been demolished or why the City should not have the garage structure demolished and removed at 1234 Walnut Street; AND

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

Mr. Wayne Winters
1234 Walnut Street
Wyandotte, MI 48192

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: December 17, 2018

AGENDA ITEM # 18

ITEM: Reconstruction of Alley South of Maple and North of Roosevelt High School

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City and School Board have received complaints regarding the condition of the alley south of Maple and north of Roosevelt High School. Attached is an Agreement wherein the City and School Board will share in the expense of the reconstruction of this alley. In addition, the School Board will be reconstructing their parking immediately south of the alley.

I recommend the attached Agreement be approved.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to promoting the finest in design, amenities and associated infrastructure improvements in development.

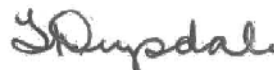
ACTION REQUESTED: Approve entering into an Agreement with Wyandotte School Board to reconstruct the alley south of Maple and north of Roosevelt High School.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Re-appropriation of all unexpended funds of the 2017-2018 Budget to 2018-2019 Budget for Account No. 492-200-850-460 to include \$15,000 for this alley.

IMPLEMENTATION PLAN: Execute Agreement with Wyandotte Schools and complete work in 2019.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: Reviewed Agreement [W. Look](#)

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Agreement with Wyandotte Schools

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date:

RESOLUTION by Councilperson_____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer regarding the reconstruction of the alley South of Maple and North of Roosevelt High School; AND

BE IT RESOLVED that Council authorizes the Mayor and City Clerk to execute the Agreement between the City and the School Board to share the cost of the reconstruction of the alley South of Maple and North of Roosevelt High School; AND

BE IT FURTHER RESOLVED that the Assistant Finance Director is directed to re-appropriate all the unexpended funds of the 2017-2018 budget year to 2018-2019 budget year for account no. 492-200-825-460 to include \$15,000.00 for this alley.

I move the adoption of the foregoing resolution.

MOTION by Councilperson_____

Supported by Councilperson_____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

AGREEMENT
BETWEEN
THE CITY OF WYANDOTTE
AND
WYANDOTTE SCHOOL DISTRICT
AND
G.V. CEMENT CONTRACTING CO.

This Agreement dated _____ between City of Wyandotte (CITY), Wyandotte School District (SCHOOL) and G.V. Cement Contracting Co. (CONTRACTOR) agree to cooperatively provide for the reconstruction of the alley South of Maple and North of Roosevelt High School. In addition, the SCHOOL desires to reconstruct the private parking area adjacent to the alley and agrees to pay this entire cost. The CITY agrees to waive their 10% Engineering and Inspection Costs.

The estimated cost is approximately \$120,428.00 for the alley and private parking based on unit pricing within the City's Contract with CONTRACTOR. The CITY will pay \$15,000 and the SCHOOL will pay the balance to the CONTRACTOR estimated to be \$94,480.00. The CITY waives their normal 10% Engineering and Inspection Cost for this Project. The Project will be completed in the summer of 2019 when school is not in session. The SCHOOL will pay their portion directly to the CONTRACTOR within 45 days of completion of the work, but no later than September 30, 2019.

Dated this ____ day of _____, 2018.

WYANDOTTE SCHOOL DISTRICT:

By: Catherine Cost, Superintendent

CITY OF WYANDOTTE, a Michigan Municipal Corporation

By: Joseph R. Peterson, Mayor

By: Lawrence S. Stec, City Clerk

G.V. CEMENT CONTRACTING CO

By: Vincent Vitale, President

RESOLUTION

DATE: December 17, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the reconstruction of the alley South of Maple and North of Roosevelt High School; AND

BE IT RESOLVED that Council authorizes the Mayor and City Clerk to execute the Agreement between the City and the School Board to share the cost of the reconstruction of the alley South of Maple and North of Roosevelt High School; AND

BE IT FURTHER RESOLVED that the Assistant Finance Director is directed to re-appropriate all the unexpended funds of the 2017-2018 budget year to 2018-2019 budget year for account no. 492-200-825-460 to include \$15,000.00 for this alley.

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: December 17, 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	_____

11/29/2018 05:10 PM

User: ktrudell

DB: Wyandotte

REPORTS & MINUTES

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 1/2

Post Date from 11/29/2018 - 11/29/2018 Open Receipts

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
O 701813 OCTOBER 2018 REC# 456410	11/29/2018	ktrudell	F2	27TH DIST COURT	130,313.40 CITY CHECK 1210
O 701814 CONSOLIDATED ASSESSING REC# 456411	11/29/2018	ktrudell	F2	CITY OF RIVERVIEW	17,203.86 CITY CHECK 083016
O 701815 DISCLOSURE FEE REC# 456412	11/29/2018	ktrudell	F2	MIDLAND CREDIT MGT	35.00 CITY CHECK 30214280
O 701816 RENT 81 CHESTNUT NOV & DEC 2018	11/29/2018	ktrudell	F2	DOWNRIVER COUNCIL FOR THE ARTS	1,667.00 CITY CHECK 10067
O 701817 POLICE DEFINED BENEFIT REC# 456414	11/29/2018	ktrudell	F2	CITY OF WYANDOTTE	587.24 CITY CHECK 131969
				Total of 5 Receipts	149,806.50

11/29/2018 05:10 PM

User: ktrudell

DB: Wyandotte

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 2/2

Post Date from 11/29/2018 - 11/29/2018 Open Receipts

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
*** TOTAL BY GL DISTRIBUTION ***					
101-000-068-016				DR CONSOLIDATED ASSESSING	17,203.86
101-000-650-010				FINES DIST COURT WYAN	76,724.70
101-000-650-011				WORK FORCE-WYANDOTTE	5,617.50
101-000-650-012				DIST CT RIVERVIEW CASES	35,811.70
101-000-650-017				WORK FORCE-RIVERVIEW	2,871.50
101-000-650-018				COURT TECHNOLOGY WYANDOTT	3,402.00
101-000-650-020				COURT DRUG TESTING FEES	975.00
101-000-650-021				COURT SCREENING ASSESSMEN	3,240.00
101-000-650-024				CHEMICAL AWARENESS	1,671.00
101-000-655-018				Rental Income - 81 Chestnut	1,667.00
101-000-655-040				RECEIPTS-MISCELLANEOUS	35.00
731-000-392-040				Res. Police & Fire Employee Contrib	587.24
TOTAL - ALL GL NUMBERS:					149,806.50
*** TOTAL BY FUND ***					
101				General Fund	149,219.26
731				Retirement System Fund	587.24
TOTAL - ALL FUNDS:					149,806.50
*** TOTAL BY BANK ***					
GEN				GENERAL OPERATING FUND	
Tender Code/Desc.					
(CCK) CITY CHECK					149,219.26
TOTAL:					149,219.26
RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM					
(CCK) CITY CHECK					587.24
TOTAL:					587.24
TOTAL - ALL BANKS:					149,806.50
*** TOTAL OF ITEMS TENDERED ***					
Tender Code/Desc.					
(CCK) CITY CHECK					149,806.50
TOTAL:					149,806.50
*** TOTAL BY RECEIPT ITEMS ***					
(1)				AS: COURT SCREENING ASSESSMEN	3,240.00
(1)				AW: CHEMICAL AWARENESS	1,671.00
(1)				DC: DR CONSOLIDATED ASSESSING	17,203.86
(1)				EP: PD EMPLOYEE PENSION CONTR	587.24
(1)				M1: FINES DIST COURT WYAN	76,724.70
(1)				M2: WORK FORCE-WYANDOTTE	5,617.50
(1)				M3: DIST CT RIVERVIEW CASES	35,811.70
(1)				M6: WORK FORCE-RIVERVIEW	2,871.50
(1)				M7: COURT TECHNOLOGY WYANDOTT	3,402.00
(1)				M9: COURT DRUG TESTING FEES	975.00
(1)				MZ: MISC CASH/VARIOUS	1,667.00
(1)				RE: RECEIPTS-MISCELLANEOUS	35.00
TOTAL - ALL RECEIPT ITEMS:					149,806.50

Meeting Minutes
Tuesday, November 13th 2018 at 5:30 pm
City Council Chambers, 3200 Biddle Avenue, Wyandotte Mi. 48192

MEMBERS PRESENT: John Jarjosa, Anne Majlinger, Brian K., Patt Slack, Leo Stevenson, Mikelle Vargas, Norm Walker

EXCUSED: Mayor Joseph Peterson

OTHERS PRESENT: None

PUBLIC COMMENT: None

APPROVAL OF MINUTES AND AGENDA:

Motion by Anne Majlinger supported by Leo Stevenson to approve the DDA Minutes from November and agenda from November 13th, 2018. All in favor, motion carried.

ITEMS TO RECEIVE AND PLACE ON FILE: None

MONTHLY REVENUE EXPENDITURE REPORT:

Motion by P. Slack supported by A. Majlinger to approve the 2018 FISCAL Report. Roll Call. All in favor. Motion Carried.

ONGOING PROJECTS AND BUSINESS:

- a) **DDA Director Hiring:** P. Slack stated that the DDA Director subcommittee has not met with Erin Young yet about his proposition of contracting with him instead of being a city employee. M. Vargas explained how she spoke with other DDA areas to have better dialogue and understanding of what DDA Director would work best for the city before meeting with Erin Young. P. Slack stated that hiring an agency or a consultant could be other options to consider instead of hiring someone full time. P. Slack expressed the importance of the DDA Director subcommittee meeting soon to discuss their approach and recommended them to contact Erin Young as well.
- b) **Viaducts Update:** P. Slack stated that Nathalie Rankine is working on final designs for the beautification of the viaducts and the DDA will review and approve them once finished. She also stated that the DDA has set aside \$125,000 for the viaduct's beautification. P. Slack also explained how the Christmas décor near the viaducts has improved from past years.
- c) **Tree Lighting and Christmas Parade:** P. Slack stated that the Tree Lighting and Christmas Parade will take place on November 16th & 17th. The Christmas decorations for the downtown area will be warm white lights down Biddle Ave. and colored lights for the side streets and tree. There will also be several lights surrounding the viaducts. P. Slack also explained how the Christmas Parade is a well-known tradition in the City of Wyandotte. She then displayed the holiday Wyandotte Today magazine and the

Christmas Parade poster by Con Lustig. She expressed how next year the DDA hopes to have a Santa Workshop Area downtown next year.

- d) **Small Business Saturday:** P. Slack asked if there were any questions or concerns about the upcoming Small Business Saturday event. M. Vargas explained how important it is for the community to shop locally in their hometown. She also stated how the Cookie Walk event gets the businesses involved with the community. P. Slack stated that Matt Lee was successful in promoting the City of Wyandotte downtown area and business through several TV stations Channels 2 and 7. She also stated how the DDA has set aside \$1,500 a month for promotional material.

NEW BUSINESS:

- a) **Promotional Subcommittee:** A. Majlinger stated that the Promotional Subcommittee plans on extending an invitation to more business owners in the downtown area to have a wider range of representation. P. Slack explained that this invitational event will be taking place in January and will be posted when a date is decided. Both A. Majlinger and P. Slack agreed that by getting more businesses involved it could assist the subcommittee with coming up with new ideas, solutions, and etc.

NEXT REGULAR MEETING:

January 8th, 2018

ADJOURNMENT:

Motion by A. Majlinger, and supported by N. Walker to adjourn DDA meeting. All in favor. Meeting was adjourned.

Respectfully Submitted,

Heather Thiede, Champlin, Deputy Recording Secretary.

CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, November 27, 2018. Commissioner Harris called the meeting to order at 6:15 p.m.

ROLL CALL:

Present:	Commissioner Harris Commissioner Heck Commissioner Melzer Chief Carley
Recording Secretary:	Lynne Matt
Persons in Audience:	Sgt/E Raymond Wagoner, Union President FF Daniel Hawkins, Union Vice President Sgt/E Moline, Union Secretary

READING OF JOURNAL

Motioned by Commissioner Melzer, supported by Commissioner Heck to approve the minutes as recorded for the meeting held on November 13, 2018. Motion carried unanimously.

UNFINISHED BUSINESS

1. *Update on building renovations Station 1*
Chief Carley stated still moving along with no completion date as of yet.

COMMUNICATIONS

DEPARTMENTAL

1. *Department bills submitted November 21, 2018 in the amount of \$4,214.94*
Commissioner Melzer motioned to pay bills and accounts submitted as stated above; supported by Commissioner Heck. Roll call; motion carried.
2. *Daily Reports*
Commissioner Melzer inquired about multiple call ins on 2 separate days which Chief Carley stated was due to 2 separate fires. Commissioner Melzer motioned to receive and place on file reports; supported by Commissioner Heck. Motion carried.

DEPARTMENTAL (continued)

3. *Grievance #18-01, Step 2*

Chief Carley requested to go in closed session at 6:19 p.m. Commissioner Melzer motioned to approve request; supported by Commissioner Heck. Motion carried.

Meeting called meeting back to order at 6:42 p.m. by Commissioner Harris.

Commissioner Melzer motioned to receive and place on file grievance with response in writing at next scheduled meeting; supported by Commissioner Heck.

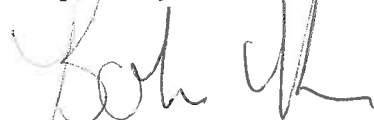
Motion carried. Also noted, Union agreed that 2 out of 3 Commissioners' is a quorum and is sufficient to vote on Grievance #18-01; Step 2.

LATE ITEMS

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:49 p.m.

Respectfully submitted,



Bobie Heck
Secretary

12-11-18

MI/lm



December 5, 2018

CITY OF WYANDOTTE FIRE FIGHTER'S CIVIL SERVICE COMMISSION MINUTES

A Regular Meeting of the City of Wyandotte Fire Fighter's Civil Service Commission was called to order by President Ptak at 5:00 p.m. on December 5, 2018, in the Second Floor Boardroom of City Hall, 3200 Biddle Avenue, Wyandotte, Michigan.

ROLL CALL

PRESENT: Commissioner Michael J. Ptak, President
Commissioner David Liberacki, Secretary

ABSENT: Commissioner George Lovell, Vice President

ALSO PRESENT: Beth Lekity, Recording Secretary

APPROVAL OF MINUTES

Motion by Liberacki, Supported by Ptak

To approve the minutes of the October 10, 2018 meeting of the Firefighter's Civil Service Commission.

COMMUNICATIONS

- Testing location will be in the Second Floor Boardroom of City Hall. Extra tables will be available to accommodate proper spacing of candidates.

OLD BUSINESS

NEW BUSINESS

1. Fire Captain Test
 - a. Proctoring of Exam
 - b. Point Calculations

2. Approval of 2019 Meeting Schedule

Motion by Ptak, Supported by Liberacki

To approve the 2019 Civil Service Meeting Schedule as presented by the Recording Secretary of the Commission. MOTION CARRIED

3. Resignation of Commissioner Lovell

Motion by Liberacki, Supported by Ptak

To accept the resignation of Commissioner Lovell, effective January 8, 2019. MOTION CARRIED

4. Discussion of vacant commissioner position left by resignation of Commissioner Lovell.

Motion by Ptak, Supported by Liberacki

To accept resumes through December 19, 2018 for Commissioners to fulfill the unexpired term of Commissioner Lovell. MOTION CARRIED

December 5, 2018

DATE OF NEXT COMMISSION MEETING: December 19, 2018 (Lieutenant Test)

ADJOURNMENT

Motion by Liberacki, Supported by Ptak to adjourn this meeting of the Firefighter's Civil Service Commission at 6:18 p.m. MOTION CARRIED

A handwritten signature in cursive script, reading "Beth A. Lekity". The signature is written in dark ink and is positioned above a horizontal line.

Beth Lekity, Recording Secretary
Wyandotte Fire Fighter's Civil Service Commission

MINUTES AS RECORDED

**MINUTES OF THE MEETING OF December 5, 2018
ZONING BOARD OF APPEALS AND ADJUSTMENT**

A meeting of the Zoning Board of Appeals and Adjustment of the City of Wyandotte was called to order by Chairperson Duran at 6:30 p.m., in the Council Chambers of the City Hall, 3200 Biddle Avenue, Wyandotte.

MEMBERS PRESENT: Duran
Flachsmann
Gillon
Nevin
Olsen
Green (alternate member)

MEMBERS ABSENT: DiSanto, Trupiano, Wienclaw, Szymczuk

ALSO PRESENT: Peggy Green, Secretary

A motion was made by Member Gillon, supported by Member Flachsmann to approve the minutes of the November 7, 2018, meeting.

Yes: Duran, Flachsmann, Gillon, Nevin, Olsen, Green

No: none

Abstain: none

Absent: DiSanto, Trupiano, Wienclaw, Szymczuk

Motion passed

Appeal #3287 – Tabled

Christopher Petty, 23262 Bluegrass, Brownstown, Michigan (owner & appellant)

for a variance to obtain a Certificate of Occupancy to provide no off street parking at 3686 – 19th Street, S 5' of Lot 809 and also Lot 810, Taylor Park Sub. No. 1, in a RA zoning district, where the proposed conflicts with Section 2403.R.1.A of the Wyandotte Zoning Ordinance.

SECTION 2403.R.1.A:

A minimum of one (1) off street parking space is required for a single family dwelling. Homeowner was cited on City Certification inspection to install required off street parking space.

Tabled until the January 2, 2019, meeting so that more Board members will be present.

A motion was made by Member Gillon, supported by Member Nevin to table this appeal.

Yes: Duran, Gillon, Nevin, Green

No: Flachsmann, Olsen

Abstain: none
Absent: DiSanto, Trupiano, Wienclaw, Szymczuk
Motion passed

(FIRST MOTION)

A motion was made by Member Flachsmann, supported by Member Olsen to deny this appeal.

Yes: Flachsmann, Gillon, Olsen
No: Duran, Nevin, Green
Abstain: none
Absent: DiSanto, Trupiano, Wienclaw, Szymczuk
Motion failed to pass

Appeal #3288 – GRANTED

Phillips Sign & Lighting, 40920 Executive Drive, Harrison Twp., Michigan (appellant)
and 3099 Biddle, LLC, 3099 Biddle, Ste. 101, Wyandotte (owner)

for a variance to obtain a sign permit for three (3) wall signs at 3099 Biddle, S 10' of Lot 9 also Lots 10 to 14, Incl., Eureka Iron and Steel Works Resub, in a CBD zoning district, where the proposed conflicts with Section 2408.F.1(a)(2) of the Wyandotte Zoning Ordinance.

Section 2408.F.1(a) (2):

The signs cannot be higher than the sills of windows located above the first story.

*Note: Signs shall be lighted only with a continuous light (no flashing lights).

Proposed sign location will not be objectionable to nearby dwellings or businesses, will not emit any noise or flashing lights, interfere with the public right-of-way, adjacent land or buildings, and conform to all other ordinance standards.

A motion was made by Member Flachsmann, supported by Member Olsen to grant this appeal.

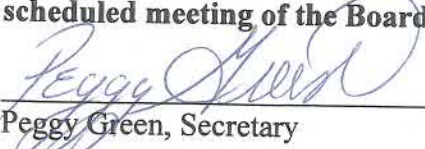
Yes: Duran, Flachsmann, Gillon, Nevin, Olsen, Green
No: none
Abstain: none
Absent: DiSanto, Trupiano, Wienclaw, Szymczuk
Motion passed

COMMUNICATIONS:

No communications were received.

OTHER BUSINESS:

There being no further business to discuss, the meeting adjourned at 7:25 p.m. **The next scheduled meeting of the Board will be held on January 2, 2019.**


Peggy Green, Secretary

Appeal #3287

Chairperson Duran read the appeal and asked that it be explained.

Christopher Petty, owner, present.

Chairperson Duran asked if this was a rental. Mr. Petty replied yes and that he is asking to provide no off street parking. Mr. Petty continued that he purchased the home 16 years ago, but not as a rental, he is now renting it out so that it will not be foreclosed on.

Chairperson Duran asked how many cars are there now. Mr. Petty replied that the tenant has one car, a married couple lives there.

Member Nevin asked if the City has given him any recommendations. Mr. Perry replied that all he received was the inspection list from the City which requested one off street parking space.

Member Flachsmann confirmed that Mr. Petty purchased the home 16 years ago. Mr. Perry replied that was correct.

Member Flachsmann asked if this was the first rental inspection. Mr. Petty replied yes, it was inspected but he never scheduled the reinspection.

Member Flachsmann informed Mr. Petty that the City would give him information on off street parking.

Mr. Petty stated that the reason for not wanting the parking is it is a financial hardship.

Member Flachsmann stated that it was a hardship for the tenants not having parking, and asked what the hardship was. Mr. Petty replied that the property is still underwater about \$30,000.00. Mr. Petty explained that he bought the house in 2002 to live in, and lived there for 11 years, his family grew, they moved, and was unable to sell the home and rented it out instead of foreclosing. Mr. Petty continued that he owes about \$100,000, it is worth \$65,000 according to Zillow.

Member Flachsmann discussed the mortgage and the amount, and added that Mr. Petty is not showing a hardship, he owns another home and is renting this one. Mr. Petty stated that he was unaware of how the appeal process worked.

Member Flachsmann stated that a reason is needed to ask for an appeal and Mr. Petty is stating that he owes more on the home.

Mr. Perry discussed how he purchased the home, and has refinanced three times to manage the property and cover the tax bills, he did not understand how escrow worked when he originally bought the home.

Member Flachsmann commented that it seems that a driveway and approach could have been done, and once a variance is granted, it stays with the property. Mr. Petty stated that it was his understanding the variance went with the property until it was sold. The Board informed Mr. Petty that a variance stays with the property.

Member Flachsmann commented that it would cost around \$2,500 for the driveway. Mr. Petty stated that he has a quote for \$4,150.

Member Flachsmann stated that he sees no reason not install the parking.

Mr. Petty asked why was this not required when he purchased the property in 2002

Member Olsen stated that now it is a rental, and the parking should be installed. The property has been rented for 5 years and all of the violations still have not been completed. Property owners are supposed to keep up with the inspections.

Mr. Petty informed the Board that he is clearing \$24 a month with the rental.

Chairperson Duran explained to Mr. Petty how many members are present, that five votes would be required to grant the appeal, and that he could take his chances now, or ask for it to be tabled until the January 2 meeting.

Mr. Petty explained that he was given a time frame to reschedule the inspection. Member Olsen stated that he is sure the Engineering Department would work with him, if he is in the appeal process.

Member Flachsmann commented again that a hardship has not been shown.

Mr. Petty stated that there is room for the parking, but he does not have the money to do it.

Chairperson Duran stated that he is not showing a hardship with the property, and wants to give him a fair chance. Member Gillon commented to Mr. Petty that he is not being singled out, hardships have been shown in the past.

Mr. Petty commented about the property across the street not having off street parking. Member Flachsmann stated that the Board is only looking at this appeal.

No communications were received regarding this appeal.

Appeal #3288

Chairperson Duran read the appeal and asked that it be explained.

Rebecca (Phillips Sign & Lighting) and Jennie (Community Choice Credit Union).

Rebecca explained that due to the size and shape of the building, why they were requesting the location of the signs, they have limited options, and there is also another tenant in the building, and the credit union wants clear building identification.

Member Olsen asked about the Daly Merritt sign that is up now. Jennie stated that Daly Merritt is the other tenant. Rebecca stated that the credit union purchased the building.

Chairperson Duran asked if the signs would be illuminated. Rebecca replied yes, but there would be no flashing light.

Rebecca added that she had just spoken with Jesus in the Engineering Department and informed him that the two "C" signs would be on a raceway, and the other long sign, is already shown to be on a raceway.

Member Nevin asked about the other sign. Rebecca stated that the one on the SW corner will be removed.

No communications were received regarding this appeal.