

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, APRIL 7, 2014 7:00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE DONALD SCHULTZ

ROLL CALL: FRICKE, GALESKI, MICIURA, SABUDA, SCHULTZ, STEC

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Gary and Vicki Pawlowicz thanking Aaron Bertera for his assistance with their dog.
2. Communication from Do Hickeys, 232 Maple requesting bushes to be planted on the west side of the city parking lot for cosmetic and sound purposes.

PERSONS IN THE AUDIENCE:

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

3. Communication from the Mayor submitting the reappointment of Look, Makowski and Look PC as the City of Wyandotte's Department of Legal Affairs.

4. Communication from the Special Event Coordinator submitting Special Event Applications for the following events: WSAF Entertainment Contracts; WSAF Beverage Area Manager Contracts; Wyandotte Jaycees Easter Egg Hunt; April 18th and 19th; Everal Race management July 12, 2014; and various road closure requests for Third Friday Events.

5. Communication from the Planning Commission relative to the proposed rezoning of the property known as 2101 Grove street (former Madison School Building).

6. Communication from the City Engineer submitting the annual permits for Maintenance, Pavement Restoration and Special Events performed in the Wayne County Right of Way.

7. Communication from the City Engineer regarding Neighborhood Stabilization Homes (NSP3)-Sales Price.

8. Communication from the Power Plant Engineer of Municipal Service seeking permission to inspect Turbine # 5 for Repair Evaluation.

9. Communication from the Power Plant Engineer of Municipal Service requesting to hire Michigan CAT to assist in completion of the HMI Upgrade for the Power Plant Diesel Generator Site.

10. Communication from the City Engineer and Downtown Development Director relative to the Neighborhood Stabilization Program 2 (NSP2) Program Income Grant and Sale of the old City Hall 3131 Biddle Avenue, the Vacant Lot and City Parking Lot South of City Hall.

11. Communication from the City Engineer relative to File # 4634 Lawn Cutting Services.

12. Communication from the City Engineer submitting a sale agreement for property within the City of Wyandotte.

CITIZENS PARTICIPATION:

AUTOMATIC REFERRALS:

A. Post # 7 requesting to sponsor a Parade from Post 7 to Our Lady of Mount Carmel Cemetery for a field Mass on Monday, May 26, 2014 to honor our fallen comrades. Requesting to close FORD AVENUE FROM 4TH STREET TO THE ENTRANCE OF Mount Carmel Cemetery from 9:15 a.m. until 10:00 a.m. with the return to the post about 11:30 a.m. PERMISSION GRANTED : COPIES TO POLICE, FIRE AND DEPARTMENT OF PUBLIC SERVICE; AND DEPARTMENT OF LEGAL AFFAIRS FOR A HOLD HARMLESS AGREEMENT.

B. Permission requesting the use of some of the city-owned lots for the placement of festival signs from April 19th until May 11, 2014 for the Spring Fling Festival sponsored by St. Vincent Pallotti Parish. to take place at the Yack Arena on May 9 and 10th, 2014. PERMISSION GRANTED: COPIES TO DEPARTMENT OF LEGAL AFFAIRS FOR HOLD HARMLESS AGREEMENT; AND POLICE.

C. Knights of Columbus requesting permission to solicit donations for the "Mentally Impaired " April 11th through April 13, 2014 at the traffic signals at Northline and Biddle; Oak and Biddle; Eureka and fort and the Eureka turnaround intersections. PERMISSION GRANTED: COPIES TO POLICE, FIRE AND DEPARTMENT OF LEGAL AFFAIRS FOR A HOLD HARMLESS AGREEMENT.

D. Downriver Crop Walk Coordinator requesting the use of the City Side walks on Sunday, April 27, 2014 for the 28th Annual Downriver CROP Hunger Walk between the hours of 2:00 p.m. and 5:00 p.m. to support the mission of church World Services. PERMISSION GRANTED: COPIES TO POLICE, FIRE AND DEPARTMENT OF LEGAL AFFAIRS FOR A HOLD HARMLESS AGREEMENT.

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	March 12-March 20, 2014	\$61,703.83
Financial Services Daily Cash Receipts	April 3, 2014	\$125,563.19
Police Commission	March 25, 2014	
Beautification Commission Meeting	March 19, 2014	
Fire Fighter's Civil Service	January 15, 2014	
Retirement Commission Meeting	March 20, 2014	
Cultural and Historical Commission	March 13, 2014	
Cultural and Historical Commission	February 13, 2014	
Municipal Service Commission	March 19, 2014	
Planning Commission	March 20, 2014	

PRESENTATION

6:00 P.M.

MONDAY, APRIL 7, 2014

PLANTE MORAN

RELATIVE TO THE

2013 FISCAL YEAR

AUDITED

FINANCIAL STATEMENTS

17819 Reno

Riverview, MI 48193

①

Wyandotte City Council

3200 Biddle

Wyandotte, MI 48192

Dear Council Members

We would like to share a wonderful experience we had recently at the Southgate Downriver Central Animal Control.

My sheepdog had been misdiagnosed by one of the local animal hospitals and had gone through multiple rounds of antibiotics. She was not improving and we had feared that maybe she just wasn't going to get any better.

At the encouragement of Aaron Bertera we decided to take her to see Dr. John Hermann at Southgate's wellness clinic where we were given a different diagnosis and new medications. After less than a month she is healthier and more energetic than she has been in the past two years.

We have asked Aaron's help and advice on different occasions over the past few years and he has always been a great help. It is a comfort to know that we have such dedicate and caring people here in our community. Thank you for supporting these individuals and making this kind of care available to all of us downriver.

We would like thank everyone at the Southgate Downriver Animal Control for being so helpful, nice, and professional.



Gary Pawlowicz



Vicki Pawlowicz



Do Hickey's



232 Maple St. Wyandotte, MI(734) 285-8370 Carry Outs

2

Honorable Mayor and Council

As a suggestion please consider planting arborvitaes on west side of city parking lot, between c parking spots and my wooden fence.

You can almost picture how nicely would accent the area , provide some privacy and may reduce noise.

Sincerely

Paul Hickey

Cell 734-752-3396

WYANDOTTE CITY CLERK
2014 MAR 31 P 12:45

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

3

MEETING DATE: March 31, 2014

AGENDA ITEM # _____

ITEM: Reappointment – Department of Legal Affairs

PRESENTER: Mayor Joseph R. Peterson

INDIVIDUALS IN ATTENDANCE: Mayor Joseph R. Peterson

BACKGROUND: Appointment occurs every two years.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Adopt a resolution to reappoint Look, Makowski and Look PC as the City of Wyandotte's Department of Legal Affairs. Term effective April 16, 2014 to April 15, 2016.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: \$78,000 annually for two years

IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

S. Dunsdale

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

JRP

LIST OF ATTACHMENTS: Letter from William Look.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 31, 2014

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council hereby CONCURS in the recommendation set forth by Mayor Peterson in his communication dated March 27, 2014 to re-appoint the firm of Look Makowski and Look, P.C. as the Department of Legal Affairs for the City of Wyandotte for a two-year contract effective April 16, 2014 to April 15, 2016 with a salary of \$78,000 per year.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

OFFICIALS

Thomas Woodruff
CITY ASSESSOR

William R. Griggs
CITY CLERK

Todd M. Browning
TREASURER



JOSEPH R. PETERSON
MAYOR

COUNCIL

Sheri M. Sutherby-Fricke
Daniel E. Galeski
Tadeusz Miciura Jr.
Leonard T. Sabuda
Donald Schultz Jr.
Lawrence S. Stee

March 27, 2014

The Honorable City Council City of Wyandotte
3200 Biddle Avenue – Ste. 300
Wyandotte MI 48192

Gentlemen and Madam:

I am submitting for your approval the firm of Look Makowski and Look, P.C., for reappointment as the Department of Legal Affairs for the City of Wyandotte for a two-year contract. This contract will be effective April 16, 2014 to April 15, 2016. I am recommending that the salary remain at the sum of \$78,000 per year.

Please feel free to contact me if you have any questions or concerns with regard to this appointment.

Thanking you in advance for your support.

Sincerely,

Joseph R. Peterson
Mayor

LOOK, MAKOWSKI AND LOOK
PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192

(734) 285-6500
FAX (734) 285-4160

WILLIAM R. LOOK
STEVEN R. MAKOWSKI

RICHARD W. LOOK
(1912 - 1993)

March 24, 2014

RECEIVED

MAR 24 2014

CITY OF WYANDOTTE
MAYOR'S OFFICE

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

Dear Mayor Peterson:

I am submitting the following concerning our office representing the City of Wyandotte. The purpose of this letter is to let you know that our firm would like to continue in this capacity. I have 36 years of personal Municipal Law experience concerning the City of Wyandotte and an additional 20 years as the Township Attorney for Grosse Ile. During that time, I have spent most of my career handling Municipal issues. During each calendar year, I review updates on Municipal Law and issues. As a matter of course, I pass along changes in the law and other Municipal issues that come across my desk to the various Department Heads that are affected by those changes. It is our firm's belief that regardless of the number of years of experience as Municipal attorneys, the law is ever changing and it is necessary to keep up to date on those changes.

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

1. Attendance at City Council meetings.
2. Research legal issues upon request and submit written opinions.
3. Attendance at Retirement Commission meetings.
4. Review pending litigation for which the City has insurance coverage and discuss issues with attorneys handling those cases on behalf of the City of Wyandotte.
5. Handling litigation for which there is no insurance coverage.
6. We review all contracts signed by the City of Wyandotte, including the Department of Municipal Service.
7. Handling of real estate transactions involving the City of Wyandotte;
8. Preparation of all Ordinances for the City of Wyandotte.

Page 2

March 24, 2014

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

9. Assist, upon request, in negotiations for matters such as the contracts with developers.
10. Review policies adopted by the Wyandotte Police Department.
11. Advise Boards such as Downtown Development or Brownfield.
12. Commence lawsuits in collecting delinquent accounts and assist the Treasurer's office in enforcing delinquent tax collections.
13. Attendance at Board of Review sessions in December, February and July.
14. I also attend meetings of the legal subcommittee concerning the downriver sewage treatment plant.

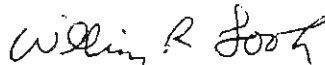
I recognized that acting as the City Attorney is a public service which I take very seriously. I am a lifelong resident of 61 years in the City of Wyandotte and our firm likes to give back to the community as well. It is our belief that our firm, during these years as City Attorney has cooperated fully with the City of Wyandotte in keeping the City's legal fees down for the City by working under a Retainer Agreement and in an amount which is very favorable when compared to what other communities are spending on legal costs. We would request no change in our yearly salary of \$78,000.00.

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

Very truly yours,

Department of Legal Affairs

LOOK, MAKOWSKI and LOOK
Professional Corporation



William R. Look

WRL:bt

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 7th 2014

AGENDA ITEM # 4A

ITEM: Special Event Application - WSAF Entertainment Contracts

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Herewith, please find the entertainment contracts assembled and recommended by my office for the 2014 Wyandotte Street Art Fair. *For details please see the below listing.*

The Phoenix Theory - \$1,000

The Ghost Wolves - \$1,200

Union Specific - \$500

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

ACTION REQUESTED: Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson or William Griggs, City Clerk to sign the attached contracts.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

285.225.925.730.860 - \$2,700

IMPLEMENTATION PLAN: Contract to be signed by Mayor Joseph R. Peterson or William Griggs, City Clerk to be returned to Heather A. Thiede for implementation.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *J. Dunsdale*

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

MAYOR'S RECOMMENDATION: *JRP*

LIST OF ATTACHMENTS

Contracts

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 7th 2014

RESOLUTION by Councilman_____

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

A resolution to APPROVE the entertainment contracts for the below bands for the 2014 Wyandotte Street Art Fair as outlined in the provided communication dated April 7th 2014, to be paid from the Wyandotte Street Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contracts on behalf of the City of Wyandotte.

The Phoenix Theory - \$1,000

The Ghost Wolves - \$1,200

Union Specific - \$500

I move the adoption of the foregoing resolution.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 25th day of March, 2014 between the City of Wyandotte and The Phoenix Theory

Name of Musical Group: THE PHOENIX THEORY

Name of Contact Person: ALLEN DAVID

Contact Address: 6815 BUCKINGHAM AVE ALLEN PARK 48101

Phone Number: 313-300-4517

Business ID Number: [REDACTED]

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

Music Style: CLASSIC ROCK / DANCE / 80s

Number of Entertainers: 4

It is mutually agreed between the parties that ALLEN DAVID (name of contact on the w-9 receiving the check) will furnish 2 Hours of Entertainment for the Wyandotte Street Art Fair on: Friday, July 11th from 6:30 to 8:30 pm
The price for this engagement is \$ 1,000

Deposit: City agrees to reserve date with a _____. If no deposit is required, please specify here if not required NOT REQUIRED

If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees.

This engagement will be held outside. The City of Wyandotte agrees to allow the vendor to market CD's during the performance within the entertainment area with 20 feet of the stage.

The undersigned agrees to abide by the City of Wyandotte Ordinance and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for PHOENIX THEORY and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.

[Signature]
Signature of Entertainment Representative
Date 3-25-14

Signature of City Representative
Date _____

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 10th day of March, 2014 between the City of Wyandotte and The Ghost Wolves

Name of Musical Group: The Ghost Wolves

Name of Contact Person: Jonny Wolf

Contact Address: 2104 W. 7th St Austin TX 78703

Phone Number: 203 858 1630

Business ID Number: N/A

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

Music Style: Rock

Number of Entertainers: 2

It is mutually agreed between the parties that THE GHOST WOLVES / WOLF WORKS (name of contact on the w-9 receiving the check) will furnish 1.5 Hours of Entertainment for the Wyandotte Street Art Fair on: Sat, July 12th from 8 to 9:30 pm set up at 7:30 pm
The price for this engagement is \$1,200

Deposit: City agrees to reserve date with a _____. If no deposit is required, please specify here if not required _____

If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees.

This engagement will be held outside. The City of Wyandotte agrees to allow the vendor to market CD's during the performance within the entertainment area with 20 feet of the stage.

The undersigned agrees to abide by the City of Wyandotte Ordinance and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for _____ and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.

Signature of Entertainment Representative

Date 3/18/14

Signature of City Representative

Date _____

50% Deposit -

*If show cancelled by City of Wyandotte due to weather or otherwise, full fee is still due to artist JK

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 14th day of March, 2014 between the City of Wyandotte and UNION SPECIFIC / TYLER WALLACE

Name of Musical Group: UNION SPECIFIC

Name of Contact Person: TYLER WALLACE

Contact Address: 2005 Glen Allen #108 Austin, TX, 78704
unionspecific@gmail.com

Phone Number: 806-543-5778

Business ID Number: -

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

Music Style: Roots / Acoustic / Rock and Roll

Number of Entertainers: 3 - 1 Acoustic guitar, 1 electric, 1 upright bass

It is mutually agreed between the parties that Gregg Mahen (name of contact on the w-9 receiving the check) will furnish 1 1/2 Hours of Entertainment for the Wyandotte Street Art Fair on: Sat, July 12th 6-7:30pm this time may change

The price for this engagement is \$500

Deposit: City agrees to reserve date with a \$300 deposit to Gregory M. Mahen. If no deposit is required, please specify here if not required

If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees.

This engagement will be held outside. The City of Wyandotte agrees to allow the vendor to market CD's during the performance within the entertainment area with 20 feet of the stage.

The undersigned agrees to abide by the City of Wyandotte Ordinance and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for UNION SPECIFIC and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.

Signature of Entertainment Representative
Date 3/26/14

Signature of City Representative
Date _____

**CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION**

4-B

MEETING DATE: April 7th 2014

AGENDA ITEM # _____

ITEM: Wyandotte Street Art Fair Beverage Area Manager Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: The Special Event Office staff is currently planning our special events for 2014. As you know, the Wyandotte Jaycees have worked with the Wyandotte Street Art Fair for many years and have managed the Riverfront Beverage area for the past few. We would like to continue this relationship once again this year, please see the attached contract for the 2014 Wyandotte Street Art Fair, July 9th through the 12th. We feel that the Wyandotte Jaycees knowledge and experience will benefit not only the beverage distribution but the fair as a whole.

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

ACTION REQUESTED: We request authorization for the Mayor or city clerk to sign and return original contract to the Special Event Coordinator.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

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

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

SDysdal

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

MAYOR'S RECOMMENDATION:

JRP

LIST OF ATTACHMENTS

2014 Wyandotte Jaycee Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 7th 2014

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and the Wyandotte Jaycees for the 2014 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

**53rd Annual Wyandotte Street Art Fair
2014 Beer Area Agreement with the Wyandotte Jaycees**

Organization Title: Wyandotte Jaycees

President's Name: _____

Street Address: PO Box 276

City, State, and Zip Code Wyandotte, MI 48192

Telephone: _____ Email: _____

Project: WYANDOTTE STREET ART FAIR BEER AREA

Group volunteer project date & time: July 9-12, 2014, 11 am to 11 pm (River front entertainment area) and 11 am to 9 pm at the second beer area (Maple/Biddle Area). Beer Area set up on July 9, 2014, time to be determined.

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

The 53rd Wyandotte Street Art Fair is a four day event that brings roughly around 200,000 people to the City of Wyandotte each year. Times for the art fair is 10 am to 9 pm, the beer tent at the 2nd site will close at 8 pm, while the river front entertainment area is open until 11 pm. Tickets will be sold until 10:30 pm; Beer will be distributed until 11:00 pm. Beer will be purchased through a local distributor.

Beer will be delivered in kegs using a coil system to dispense the beer to the public. NO money will be exchanged at the beer tents. Patrons can purchase beverage tickets from the ticket booths in the beer area ONLY.

PROVISIONS BY VOUNTEER GROUP

Volunteer group agrees to provide the following equipment and tools:

MANPOWER

The Wyandotte Jaycees will be responsible for providing a minimum of

- 3 to 4 people to man the Riverfront Beer Tent from 11 am to 4 pm Wednesday thru Friday and on Saturday a minimum of 8 people from 11 am to 4 pm
- Minimum of 2 people to man the Maple/Biddle beer area from 11 am to 5 pm Wednesday thru Friday and a minimum of 3 people from 11 am to 5 pm on Saturday.

- A minimum of 20 people at the Riverfront Beer Tent each night from 5 pm to 11 pm, along with a minimum of 4 people at the Maple/Biddle beer area from 5 pm to 9 pm each night.

SPECIAL PROVISIONS APPLICATION

By May 19, 2014, the Jaycees shall, at a meeting of the membership or board of directors, pass the following resolution by a majority vote. **RESOLVED:** That the organization, through its duly authorized officers, make application to the MLCC for a Special License for the sale of either Beer and Wine, or Beer, Wine and Spirits, for consumption on the premises to be in effect on the following days; July 9 through 12, 2014.

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

The Art Fair Committee shall provide layout information of the Art Fair and beverage sales set up areas by May 12, 2014, and the funds to secure the bond and apply for the license(s) and staff shall facilitate and assist in the preparation of the application and shall process and mail such application from City Hall to the State within the first week of June 2014.

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

PAYMENT

Adjusted Gross revenue to exceed \$60,000, the Jaycees shall receive \$10,000 (or 15% up to \$75,000 and 20% of \$75,000 and over) minus the cost of the licenses, bonds, and liquor liability insurance.

If adjusted gross revenues collected fall below \$60,000, the Jaycees shall agree to receive 15 percent of gross revenues collected.

The adjusted gross revenue will be the gross sales less the following expenses: Bond, Liquor License Fees and Liquor Liability Insurance. ***All bills in the Wyandotte Jaycees name that will be paid by the City of Wyandotte should be turned in no later than August 1st 2014. If those bills are not turned in before that date, the Wyandotte Jaycees will be responsible for those costs.***

TRAINING/ SERVING

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

SET UP

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

dates shall be arranged and communicated between the Art Fair staff and the Jaycees representative.

DUTIES OF THE JAYCEES

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

MONEY HANDLING / TICKETS

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

Ticket areas:

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

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

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

TICKET HANDLING

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

MONEY

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

DISTRIBUTION

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

OPENING THE BOOTHS

Riverfront – 11 am

Maple/Biddle – 11 am

CLOSING AND SECURING THE BOOTHS

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

REPORTING

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

GENERAL CONDITIONS

The Wyandotte Jaycees and all others associated with the Wyandotte Jaycees further understand that they are not considered employees of the City of Wyandotte. Volunteers listed on the attached lists are covered by general liability insurance purchased for this specific event wherein the City of Wyandotte and Street Art Fair Committee shall be named as also insured. The Wyandotte Jaycees shall be responsible to submit 60 days in advance of the Art fair, a copy of the Liquor Liability Insurance in the amount required by the City of Wyandotte. The Wyandotte Jaycees shall comply with all applicable department and agency rules. No City employment, unemployment, leave, or hours of work provisions or collective bargaining agreements shall apply to volunteers. Either party may cancel this agreement in writing with advance notice of 45 days in advance of the event at any time following notice of the other party.

HOLD HARMLESS

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

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

President or other authorized official of group Date

Acceptance from the City of Wyandotte Date

City Clerk Date

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

4c

MEETING DATE: April 7th 2014

AGENDA ITEM # ____

ITEM: Special Event Application – Wyandotte Jaycees Easter Egg Hunt

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find an application and information sheet map from the Wyandotte Jaycees for the event to be held April 18th and 19th 2014. The Wyandotte Jaycees are asking permission for the following items:

- a. Permission to utilize Bishop Park for their event

If there are any overtime costs for any city staff for said event, the Wyandotte Jaycees will be responsible for those fees. Any tents must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the Wyandotte Jaycees. This event has been reviewed and approved by Police Chief, Recreation Superintendent, and Department of Public Service provided the Wyandotte Jaycees add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. (Please see the attached application and map).

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held April 18th and 19th 2014.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: ____ N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

S. Dysdal

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

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS

Special Event Application and map



MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 7th 2014

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the event held April 18th and 19th.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283

hthiede@wyan.org www.wyandottestreetartfair.org

Hunt starts
e 12pm

Date of proposed event: 4/18/14 Times: 5-9p
4/19/14 10-4p
Name of Applicant: Wyandotte Jaycees - Steven Pappas, President
Name of Business or Organization: Wyandotte Jaycees
Type of legal entity of your business/organization: Wyandotte Jaycees
Name of individual authorized to sign documents on behalf of your business/organization: Steve Pappas
Address: PO Box 276, Wyandotte 48192
Email: info@wyandottejaycees.org Cell Phone: 734-306-5885

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: Bishop Park & Log Cabin

Estimated maximum number of persons expected at the event for each day: 1000 - 1500

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

Do you need water hook up for this event? NO

If you will need water hook up, please list where and what the water will be for: _____

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event.

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

Paid - \$50 #2511.

2014 Wyandotte Jaycees Easter Egg Hunt Site Plan (Tentative)



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

4-D

MEETING DATE: April 7th 2014

AGENDA ITEM # ____

ITEM: Special Event Application - Everal Race Management

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find an application and information sheet map from the Everal Race Management for the event to be held July 12th 2014. The Wyandotte Jaycees are asking permission for the following items:

- a. Permission to utilize city sidewalks and streets stated on the attached map.

If there are any overtime costs for any city staff for said event, Everal Race Management will be responsible for those fees. Any tents must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by Everal Race Management. This event has been reviewed and approved by Police Chief, Recreation Superintendent, and Department of Public Service provided the Everal Race Management add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. (Please see the attached application and map).

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held July 12th 2014.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

S. Rysdahl

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

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS

Special Event Application and map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 7th 2014

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the event held July 12th 2014.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org

Date of proposed event: July 12th 2014 Times: 7-10:30 AM (Race begins at 9:00 AM)
Name of Applicant: Greg-Jenni Everal Jerry Beasley
Name of Business or Organization: Everal RACE Management / portofino restaurant
Type of legal entity of your business/organization: road racing management company
Name of individual authorized to sign documents on behalf of your business/organization: Greg/Jenni Everal
Address: 22658 Goddard Taylor, MI 48180
Email: 734-507-1789 ← Cell Phone: greg@everalracemgt.com

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: Portofino Restaurant

Estimated maximum number of persons expected at the event for each day: 400

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

Do you need water hook up for this event? NO

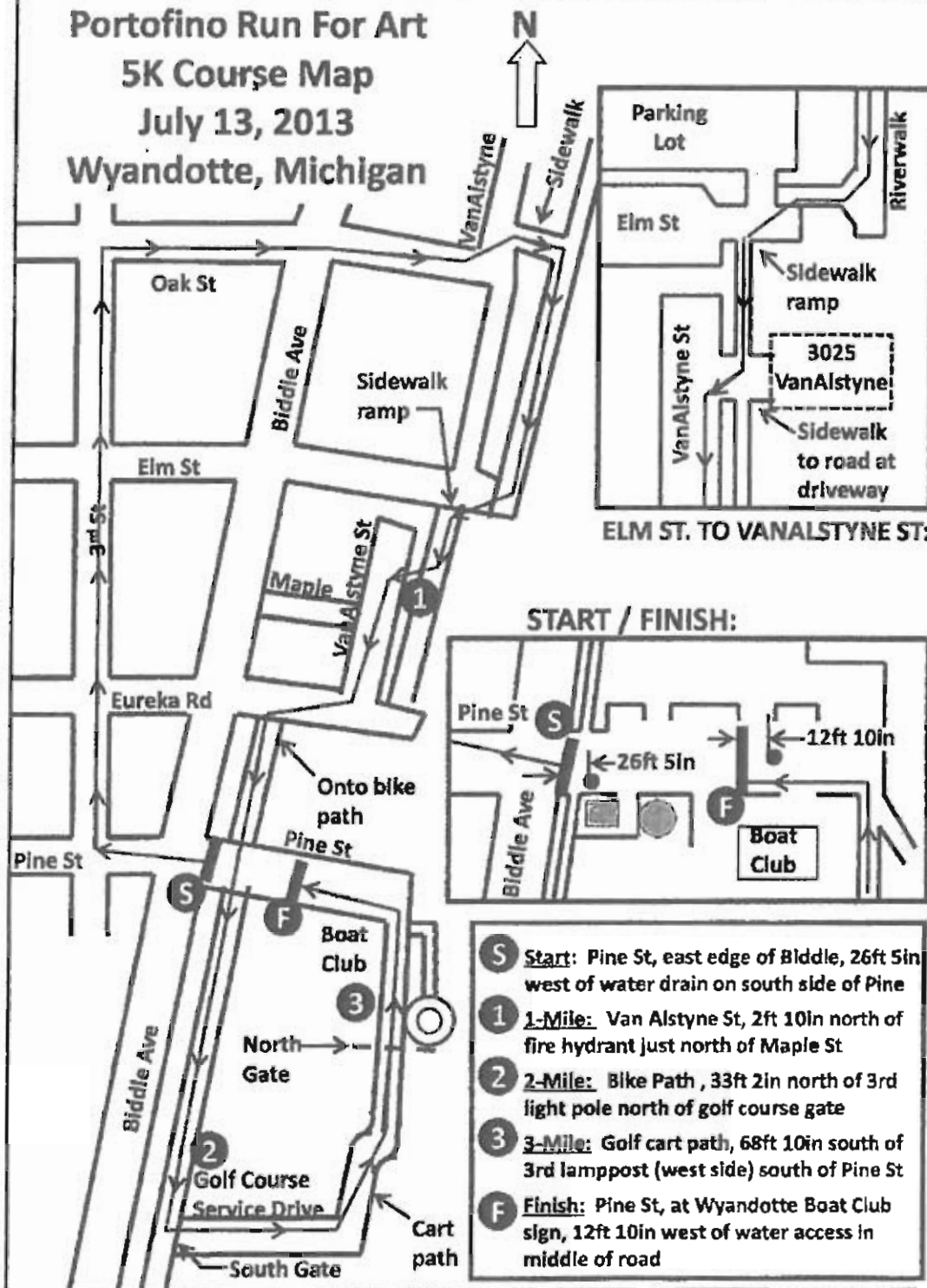
If you will need water hook up, please list where and what the water will be for: _____

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event.

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

**Portofino Run For Art
5K Course Map
July 13, 2013
Wyandotte, Michigan**



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

4-B

MEETING DATE: April 7th 2014

AGENDA ITEM # ____

ITEM: Special Event Application – Wyandotte Business Association – Road Closures

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Below please find the requested dates for streets/property the Wyandotte Business Association (WBA) would like to utilize for their Third Friday and special events. The WBA is asking permission for the following items: (see attached Special Event applications for details)

April 18th 2014

- Permission to utilize city property

May 3rd 2014

- Permission to utilize the Old Theatre Lot from 2 pm to 8 pm
- Request to close First Street between the end of the Parking Lot and Elm Street
- Request to close Elm Street from First Street to the Alley

May 16th 2014

- Permission to close Sycamore Street to 3rd Street
- Permission to utilize the grassy area near City Hall and Sycamore
- Permission to block off small area of Yack Arena Parking Lot

June 20th 2014

- Permission to close Elm east side of Biddle Avenue toward to alley

July 18th 2014

- Permission to close First Street between Parking lot and Elm
- Permission to close Elm between First and Alley

August 15th 2014

- Request to close Biddle Avenue between Oak and Eureka Road plus adjacent side streets

September 19th 2014

- Request to close Biddle Avenue between Oak and Eureka Road plus adjacent side streets

October 17th 2014

- Permission to use the grassy area near City Hall and Sycamore
- Permission to close Sycamore from Biddle to the end of the business block (Coastal Thai)

October 24th 2014

- Permission to utilize city property

November 21st 2014

- Permission to utilize city property

November 29th 2014

- Permission to utilize city property

December 19th 2014

- Permission to utilize city property

If there are any overtime costs for any city staff for said event, the WBA will be responsible for those fees. Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the WBA. This means any glass, spills; broken items will need to be cleaned during the event. The WBA must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial (Please see the attached applications).

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their events held:

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

SDrysdale

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

MAYOR'S RECOMMENDATION:

JRP

LIST OF ATTACHMENTS

Special Event Application and information sheet

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 7th 2014

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the event held February 21st 2014.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org

April 18, 2014
Date of proposed event: Girls Night Out Times: 5:00pm 9:00pm
Name of Applicant: Lara Cameron / Nick Bader
Name of Business or Organization: Wyandotte Business Association
Type of legal entity of your business/organization: 501c3
Name of individual authorized to sign documents on behalf of your business/organization: Nick Bader
Address: P.O. Box 217
Email: lcameron@wyan.org Cell Phone: Lara 248-579-3280
insurance.nick@gmail.com NICK 734-624-1145
Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.
Site of proposed event: No Street Closures - Flower Sale on sidewalk outside
Old City Hall
Estimated maximum number of persons expected at the event for each day: _____
Is Alcohol going to be served or provided at this event: NO Do you have a license: _____
Do you need water hook up for this event? NO
If you will need water hook up, please list where and what the water will be for: _____

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event. Just a few power boxes

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottetestreetartfair.org

May 3, 2014

Date of proposed event: Cinco de Mayo Times: 2:00pm-8:00pm

Name of Applicant: Lara Cameron / Nick Bader

Name of Business or Organization: Wyandotte Business Association

Type of legal entity of your business/organization: 501c3

Name of individual authorized to sign documents on behalf of your business/organization: Nick Bader

Address: P.O. Box 217

Email: lcameron@wyan.org lcameron@wyan.org Cell Phone: Lara 248-579-3280
insurance.nick@gmail.com Nick 734-624-1145

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: Theater Lot

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

Is Alcohol going to be served or provided at this event: Yes Do you have a license: Yes

Do you need water hook up for this event? Yes

If you will need water hook up, please list where and what the water will be for: Tent & Food Vendors

Hydrant behind Nanna's

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event. Power TBD

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottetestreetartfair.org

May 16, 2014

Date of proposed event: May 16, 2014 Times: 5:00pm - 10:00pm

Name of Applicant: Lara Cameron / Nick Bader

Name of Business or Organization: Wyandotte Business Association

Type of legal entity of your business/organization: 501c3

Name of individual authorized to sign documents on behalf of your business/organization: Nick Bader

Address: P.O. Box 217

Email: lcameron@wyan.org lara 248-579-3280
insurance.nick@gmail.com Cell Phone: Nick 734-624-1145

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: Sycamore St / City Hall grassy area / part of Yack lot

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

Is Alcohol going to be served or provided at this event: Yes Do you have a license: Yes

Do you need water hook up for this event? Yes

If you will need water hook up, please list where and what the water will be for: Tent + Food Vendors

Hydrant at Sycamore + Biddle

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event. Power TBD

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org

June 20, 2014

Date of proposed event: Art on the Ave Times: 6:00pm - 10:00pm

Name of Applicant: Lara Cameron / Nick Bader

Name of Business or Organization: Wyandotte Business Association

Type of legal entity of your business/organization: 501c3

Name of individual authorized to sign documents on behalf of your business/organization: Nick Bader

Address: P.O. Box 217

Email: lcameron@wyan.org Cell Phone: Lara 248-579-3280
insurance.nicks@gmail.com Nick 734-624-1145

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: Elm (East of Biddle) Theater Lot *

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

Is Alcohol going to be served or provided at this event: Yes Do you have a license: Yes

Do you need water hook up for this event? Yes

If you will need water hook up, please list where and what the water will be for: Tent & Food Vendors

Hydrant by dentist office on Elm

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event. Yes TBD

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

* No street closure planned for Theater Lot for this event
(artists will be there painting)

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org

July 18, 2014

Date of proposed event: Kid-a-pa-looza Times: 5:00pm - 8:00pm

Name of Applicant: Lara Cameron / Nick Bader

Name of Business or Organization: Wyandotte Business Association

Type of legal entity of your business/organization: 501c3

Name of individual authorized to sign documents on behalf of your business/organization: Nick Bader

Address: P.O. Box 217

Email: lcameron@wyan.org Cell Phone: Lara 248-579-3280
insurance.nicks@gmail.com Nick 734-624-1145

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: Theater Lot

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

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

Do you need water hook up for this event? Yes

If you will need water hook up, please list where and what the water will be for: Tent

Hydrant behind Nanna's

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event. Yes - TBD

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottetestreetartfair.org

Aug 15, 2014
Date of proposed event: Wine Crawl Times: 6:00pm - 10:00pm
Name of Applicant: Lara Cameron / Nick Bader
Name of Business or Organization: Wyandotte Business Association
Type of legal entity of your business/organization: 501c3
Name of individual authorized to sign documents on behalf of your business/organization: Nick Bader
Address: P.O. Box 217
Email: lcameron@wyan.org Cell Phone: Lara 248-579-3280
insurance.nick@gmail.com Nick 734-624-1145
Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.
Site of proposed event: Biddle Ave (+ side streets listed on attached)
Estimated maximum number of persons expected at the event for each day: _____
Is Alcohol going to be served or provided at this event: Yes Do you have a license: Yes
Do you need water hook up for this event? Yes
If you will need water hook up, please list where and what the water will be for: Tent + Food Vendors

TBD

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event. Yes TBD

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org

Sept 19, 2014

Date of proposed event: Beer Fest Times: 6:00pm - 10:00pm

Name of Applicant: Lara Cameron / Nick Bader

Name of Business or Organization: Wyandotte Business Association

Type of legal entity of your business/organization: 501c3

Name of individual authorized to sign documents on behalf of your business/organization: Nick Bader

Address: P.O. Box 217

Email: lcameron@wyan.org Cell Phone: Lara 248-579-3280
insurance.nick@gmail.com Nick 734-624-1145

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: Biddle Ave (+ side streets listed on attached)

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

Is Alcohol going to be served or provided at this event: Yes Do you have a license: Yes

Do you need water hook up for this event? Yes

If you will need water hook up, please list where and what the water will be for: Tent & Food Vendors

TBD

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event.

Yes TBD

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org

Oct. 17, 2014
Date of proposed event: Fall Festival & Chili Cookoff Times: 5:00pm 9:00pm
Name of Applicant: Lara Cameron / Nick Bader
Name of Business or Organization: Wyandotte Business Association
Type of legal entity of your business/organization: 501c3
Name of individual authorized to sign documents on behalf of your business/organization: Nick Bader
Address: P.O. Box 217
Email: lcameron@wyan.org Cell Phone: Lara 248-579-3280
insurance.nick@gmail.com Nick 734-624-1145
Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.
Site of proposed event: Sycamore / City Hall grassy area
Estimated maximum number of persons expected at the event for each day: _____
Is Alcohol going to be served or provided at this event: Yes Do you have a license: Yes
Do you need water hook up for this event? Yes
If you will need water hook up, please list where and what the water will be for: Tent + Food Vendors
NO

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event. Yes NO

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org

Date of proposed event: Nov 21, 2014 — coord with Special Events
Tree lighting Times: 5:00pm - 9:00pm
Name of Applicant: Lara Cameron / Nick Bader
Name of Business or Organization: Wyandotte Business Association
Type of legal entity of your business/organization: SOLC3
Name of Individual authorized to sign documents on behalf of your business/organization: Nick Bader
Address: P.O. Box 217
Email: lcameron@wyan.org insurance.nicks@gmail.com Cell Phone: Lara 248-579-3280 Nick 734-624-1145
Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.
Site of proposed event: City Hall
Estimated maximum number of persons expected at the event for each day: _____
Is Alcohol going to be served or provided at this event: NO Do you have a license: _____
Do you need water hook up for this event? TBD
If you will need water hook up, please list where and what the water will be for: _____

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event.

Yes TBD

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org

Dec 19, 2014
Date of proposed event: Hamptons Holiday Times: 5:00pm - 9:00pm
Name of Applicant: Lara Cameron / Nick Bader
Name of Business or Organization: Wyandotte Business Association
Type of legal entity of your business/organization: 501c3
Name of individual authorized to sign documents on behalf of your business/organization: Nick Bader
Address: P.O. Box 217
Email: lcameron@wyan.org Cell Phone: Lara 248-579-3280
insurance.nick@gmail.com Nick 734-624-1145

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: No Street Closures

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

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

Do you need water hook up for this event? NO

If you will need water hook up, please list where and what the water will be for: —

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event. TBO

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

5

MEETING DATE: March 31, 2014

AGENDA ITEM # _____

ITEM: Rezoning of the property known as 2101 Grove Street (Former Madison School Building), Wyandotte

PRESENTER: Elizabeth A. Krimmel, Chairperson

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Paragon Support Systems, Inc., 2101 Grove Street, Owner, requested the rezoning of the property at 2101 Grove from Residential District (RA) to Plan Development District (PD). This requested was referred to the Planning Commission to hold the required public hearing.

The hearing was held on March 20, 2014, and the Commission Resolution was to approve the request to rezone the property at 2101 Grove to Plan Development District (PD). The rezoning as requested is consistent with the Master Plan.

STRATEGIC PLAN/GOALS: The City is committed 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, promoting the finest in design, amenities and associated infra-structure improvements in all new developments

ACTION REQUESTED: Concur with recommendation of the Planning Commission.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: March 20, 2014

CITY ADMINISTRATOR'S RECOMMENDATION: *SDupdale*

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

Joseph R Peterson

LIST OF ATTACHMENTS: Minutes of the Planning Commission

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, March 20, 2014, Meeting
MINUTES AS RECORDED

The meeting was called to order by Chairperson Elizabeth A. Krimmel at 6:30 p.m.

COMMISSIONERS PRESENT: Adamczyk, Benson, Booms, Duran, Krimmel, Lupo, Parker, Pasko, Tavernier

COMMISSIONERS EXCUSED: None

ALSO PRESENT: Charles Leman, City Planner
Ben Tallerico, City Planner
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

1. MOTION BY COMMISSIONER PASKO, supported by Commissioner Lupo to receive and place on file all communications. MOTION PASSED
YES: Adamczyk, Benson, Booms, Duran, Krimmel, Lupo, Parker, Pasko, Tavernier
NO: None
ABSENT: None
MOTION PASSED

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Benson to approve the minutes of the Meeting of January 16, 2014. MOTION PASSED. (Note, no meeting was held in February.)

OLD BUSINESS:

None

NEW BUSINESS:

1. **PUBLIC HEARING – 021814** Request from Paragon Support Systems, Inc. 2101 Grove Street, Wyandotte, (Owner and Appellant) to rezone the property at 2101 Grove Street, (Former Madison School Building), City of Wyandotte, County of Wayne, State of Michigan. Lot Size: 6.67 Acres

1st MOTION BY COMMISSIONER PASKO, Supported by Commissioner Lupo to recommend to the City Council that the rezoning of the property at 2101 Grove, Wyandotte (Lots 5, 6, 7 & 8 except the north 20 feet, including vacated alleys adjacent thereto, also including vacated 21st Street, adjacent thereto and the northerly ½ of vacated Marshall Avenue adjacent thereto, of the Detroit River Land Co's Subdivision) from Single Family Residential District (RA) to Plan Development District (PD) be APPROVED.

The rezoning of this property generally conforms to the Adopted Master Plan for the City of Wyandotte.

Meeting March 20, 2014

FURTHER the Commission approves the following uses:

- Offering small business and/or organizations the opportunity to rent classroom space and/or gym and stage
- Personal Trainer
- Certified Nursing Assistant Classes
- Overnight respite and after school programs, and a possible future daycare for employees as well as the community.

YES: Adamczyk, Benson, Booms, Duran, Krimmel, Lupo, Parker, Pasko, Tavernier

NO: None ABSENT: None

MOTION PASSED

NOTE: The City Engineer informed the Commission that approving the uses along with the rezoning was premature and the Applicant should apply for the proposed uses after the City Council approves the Rezoning. The Commission amended the 1st Resolution as follow:

2nd MOTION BY COMMISSIONER PASKO, supported by Commissioner Lupo to amend the 1st Resolution to recommend approval of the requested rezoning only.

YES: Adamczyk, Benson, Booms, Duran, Krimmel, Lupo, Parker, Pasko, Tavernier

NO: None ABSENT: None

MOTION PASSED

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Duran to:

Pay Beckett & Raeder for Planning Consultant fee for February and March in the amount of \$1,400.00
Hours for Secretarial Services: 12/19/13 – 03/04/14 16 Total Hours

YES: Adamczyk, Benson, Booms, Duran, Krimmel, Lupo, Parker, Pasko, Tavernier

NO: None ABSENT: None

MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER LUPO, supported by Commissioner Tavernier to adjourn the meeting at 8:15 p.m.

PUBLIC HEARING – 021814 Request from Paragon Support Systems, Inc. 2101 Grove Street, Wyandotte, (Owner and Appellant) to rezone the property at 2101 Grove Street, (Former Madison School Building), City of Wyandotte, County of Wayne, State of Michigan. Lot Size: 6.67 Acres

Chairperson Krimmel opened the Public Hearing and asked if there was anyone present who wished to speak about this public hearing.

Valeria Kaiser, Executive Director, Paragon Support System, Inc., present.

Ms. Kaiser indicated that Paragon Support Systems is a 501C3 entity and they purchased the building in 2012 and they are doing some renovation to the building. Ms. Kaiser indicated that they have some funding challenges and they would like to offer the classrooms for rent to small business and social workers. Further, they would also like to be allowed to rent the gym. Ms. Kaiser indicated that she has had requests from small businesses to rent the rooms.

Ms. Kaiser indicated that they are in the final stage to have the entire building sprinkled per the City requirements. Ms. Kaiser further indicated that they have fixed up the exterior, including the landscaping and also offers a community garden.

Ms. Kaiser stated that their use and the proposed future uses would be less traffic than the public school which was the previous owners use. Ms. Kaiser indicated that the building has a lot to offer.

Commissioner Lupo asked about the request for the overnight respite.

Ms. Kaiser stated that they currently do not offer this program, but there is a need in the downriver area for it. Ms. Kaiser indicated that it is their goal within the next year to offer this program.

Ms. Kaiser indicated that they would like to offer daycare for the employees, as well as the community.

Commissioner Lupo asked if Ms. Kaiser would request the overnight respite at a later time.

Ms. Kaiser stated yes, they will be working towards it

Mr. Ben Tallerico, City Planner, explained the Plan Development zoning and the process that occurs when the property is zoned PD.

Commissioner Booms asked if the property is rezoned when it sells would the property stay PD. Mr. Tallerico indicated that once the property is rezoning it stay PD.

Commissioner Benson asked about the overnight respite.

Ms. Kaiser indicated that it would be offered to kids up to 26 years old.

Mr. Gerald Gnida, 4084 22nd Street, Wyandotte, Michigan. Mr. Gnida indicated that he has lived in this area for 30 years and wants to know if the Jo Brighton School is also being rezoned and if it is not why does this need to be rezoned when they are doing the same thing in this building.

Chairperson Krimmel indicated that the Old Madison School and property is all that is being rezoned. Chairperson Krimmel continued that Ms. Kaiser would like to lease out space and in order to do that the property must be rezoned. The Commission reviewed the area to be rezoned with the residents.

Mr. Gnida indicated that in the past they have had traffic problems and he does not want to start up again.

Member Tavernier indicated that he was at the Council Meeting when the traffic issue was there and Member Tavernier indicated that this current use would have less traffic than a public school.

Mr. Gnida asked if they were going to build on the vacant property around the school.

Chairperson Krimmel indicated that at this time there is nothing before the Commission indicating they were going to build onto the building.

Mr. Gnida asked if his taxes would be affected by the rezoning.

Chairperson Krimmel indicated no, the rezoning has no effect on taxes.

Another resident came to the podium and stated that she moved there because of the open view and she did not want to see any building on the vacant land.

Commissioner Benson indicated that the PD zoning would allow building, but if they did any construction, the neighbors would be notified.

Mr. Luciani, 4114 22nd Street, Wyandotte. Mr. Luciani asked if the parking lot was going to be expanded.

Chairperson Krimmel indicated that they have adequate parking for their current use, but if they expand it, it would need the Planning Commission and City Council's approval.

Mr. Luciani indicated that whoever plows the parking lot has made a mess of the grass adjacent to the sidewalk.

Ms. Kaiser indicated that she is aware of that and they are going to fix when the weather gets better.

Chairperson Krimmel asked if there was anyone else present who wished to speak about this public hearing.

There being no further questions, the public hearing was closed.

No communications were received regarding this hearing.

NOTE: The City Engineer informed the Commission that approving the uses along with the rezoning was premature and the Applicant should apply for their proposed uses after the City Council approves the Rezoning. The Commission amended their 1st Resolution.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 31, 2014

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the Planning Commission regarding the rezoning of the property known as 2101 Grove Street, Wyandotte is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council concur with the recommendation of the Planning Commission and hereby approves the rezoning of the property at 2101 Grove Street, Wyandotte, Michigan; AND

BE IT FURTHER RESOVLED that this is forward to the Department of Legal Affairs to prepare the proper ordinance.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 31, 2014

AGENDA ITEM # 

ITEM: Annual Permit for Maintenance, Pavement Restoration and Special Events performed in the Wayne County Right of Way

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 3-26-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City is required to apply annually for permits from Wayne County for the following activities in the County Right-of-Way:

1. Sanitary sewer inspection, repair, and routine maintenance.
2. Watermain inspection, repair, routine maintenance and installation of residential and commercial water service connections.
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.
5. Perform street sweeping operations during daylight hours only.
6. Replace and repair pavement cuts due to utility repairs.
7. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity
8. Use a county road as a detour of traffic around such activity taking place on a non-county road
9. Place a temporary banner within the county right-of-way

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: Approve submission of annual permits and authorize the City Engineer as the position authorized to apply.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Forward the three (3) adopted Resolutions to Wayne County

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Dwyer*

LEGAL COUNSEL'S RECOMMENDATION: *W. Lock*

MAYOR'S RECOMMENDATION: *Joseph R. Peterson*

LIST OF ATTACHMENTS: Resolutions and Applications

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 31, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED

I move the adoption of the foregoing resolutions.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION, CALL
Tim Baldwin
(734) 595-6504, Ext: 2029
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-14075

ISSUE DATE

1/1/2014

EXPIRES

12/31/2014

REVIEW No.

WORK ORDER

79657

PROJECT NAME
WYANDOTTE - MAINTENANCE

LOCATION
VARIOUS ROADS ()

CITY/TWP
WYANDOTTE

PERMIT HOLDER
CITY OF WYANDOTTE
3131 BIDDLE AVENUE
WYANDOTTE, MI 48192-5915

CONTRACTOR

MI

CONTACT
MARK KOWALEWSKI (734) 324-4551

CONTACT
<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS.
ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		
PLAN REVIEW FEE	\$0.00		
PARK FEE	\$0.00		
OTHER FEE	\$0.00		
BOND	\$0.00		
INSPECTION DEPOSIT	\$0.00		
OTHER BOND	\$0.00		
TOTAL COSTS	\$0.00	LETTER OF CREDIT DEPOSITOR	
TOTAL CHECK AMOUNT			
\$0.00			
CASHIER	DATE		
	1/1/2014		

PLANS APPROVED BY
DATE PLANS APPROVED
1/1/2014

REQUIRED ATTACHMENTS
GENERAL CONDITIONS
SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS
INDEMNITY AND INSURANCE ATTACHMENT
SAMPLE COMMUNITY RESOLUTION
RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
www.waynecounty.com/dps_engineering_cpooffice.htm

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

MARK KOWALEWSKI
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Ms. Tawny Barnes
Permit Coordinator

DATE



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications For Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be repaid, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: The Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms or underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications For Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL MAINTENANCE PERMITS**

Resolution No. _____

At a Regular Meeting of the City of Wyandotte (Name of Community Governing Board) on _____ (date), the following resolution was offered:

WHEREAS, the City of Wyandotte (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs and annual maintenance work on: _____ County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the Community agrees and resolves that:

To the extent allowed by law, it will fulfill all permit requirements and will save harmless, represent and defend the County of Wayne and all of its officers, agents and employees:

from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the Community as the result of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road, except claims resulting from the direct negligence or willful acts or omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

The Community 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 County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community 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 County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
Mark A. Kowalewski		City Engineer
Bill Weirich		Water Department, Superintendent

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wyandotte County of Wayne, Michigan, on March 31, 2014.

MOTION by Councilperson _____

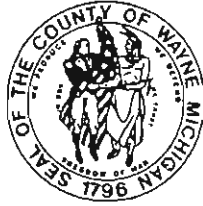
Supported by Councilperson _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

Member Absent _____

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION, CALL
Tim Baldwin
(734) 595-6504, Ext. 2029
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-14130

ISSUE DATE

1/1/2014

EXPIRES

12/31/2014

REVIEW No.

WORK ORDER

79370

PROJECT NAME
WYANDOTTE - PAVEMENT RESTORATION

LOCATION
VARIOUS

CITY/TWP
WYANDOTTE

PERMIT HOLDER
CITY OF WYANDOTTE
3131 BIDDLE AVENUE
WYANDOTTE, MI 48192-5915

CONTRACTOR

MI

CONTACT
MARK KOWALEWSKI (734) 324-4551

CONTACT
<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.
[HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY

PERMIT FEE	\$0.00
PLAN REVIEW FEE	\$0.00
PARK FEE	\$0.00
OTHER FEE	\$0.00
BOND	\$0.00
INSPECTION DEPOSIT	\$0.00
OTHER BOND	\$0.00
TOTAL COSTS	\$0.00

DEPOSITOR

LETTER OF CREDIT DEPOSITOR

APPROVED PLANS PREPARED BY

PLANS APPROVED BY DATE PLANS APPROVED
1/1/2014

REQUIRED ATTACHMENTS
GENERAL CONDITIONS

INDEMNITY AND INSURANCE ATTACHMENT
RULES, SPECIFICATIONS AND PROCEDURES
FOR PERMIT CONSTRUCTION - AVAILABLE
ONLINE AT

www.waynecounty.com/dps_engineering_cpoffice.htm

TOTAL CHECK AMOUNT \$0.00
CASHIER DATE
1/1/2014

(PERMIT VALID ONLY IF ACCOMPANIED
BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

MARK KOWALEWSKI
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Ms. Tawny Barnes
Permit Coordinator

DATE

WORK ORDER

1

ROAD

79370

1/1/2014

TOTAL

ESTIMATED COST

Material

ACTIVITY

67	527
----	-----

BOND: \$0.00

1

RECORDED IN DATA PROCESSING DEPARTMENT

ALL ALJAWAD DIVISION PERMIT ENGINEER

RESPONSIBLE SUPERVISOR WILL RETURN THIS WORK ORDER TO THE ACCOUNTING DIVISION WHEN WORK IS COMPLETED.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



Wayne County Department of Public Services Engineering Division – Permit Office Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: The Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL PAVEMENT RESTORATION PERMIT**

Resolution No. _____

At a Regular Meeting of the Wyandotte City Council (Name of Community Governing Board) on _____ (date), the following resolution was offered:

WHEREAS, the City of Wyandotte (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct permanent pavement repairs due to emergency repairs on _____ County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the Community agrees and resolves that:

To the extent allowed by law, it will fulfill all permit requirements and will save harmless, represent and defend the County of Wayne and all of its officers, agents and employees:

from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the Community as the result of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road, except claims resulting from the direct negligence or willful acts or omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

The Community 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 County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community 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 County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
Mark A. Kowalewski		City Engineer
Bill Weirich		Water Department, Superintendent

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wyandotte County of Wayne, Michigan, on March 31, 2014.

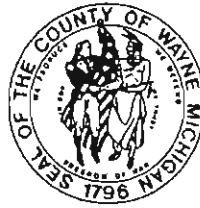
MOTION by Councilperson _____

Supported by Councilperson _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION, CALL
Tim Baldwin
(734) 595-6504, Ext: 2029
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-14160

ISSUE DATE

1/1/2014

EXPIRES

12/31/2014

REVIEW No.

WORK ORDER

PROJECT NAME
WYANDOTTE - SPECIAL EVENTS

LOCATION
VARIOUS

CITY/TWP
WYANDOTTE

PERMIT HOLDER
CITY OF WYANDOTTE
3131 BIDDLE AVENUE
WYANDOTTE, MI 48192-5915

CONTRACTOR

MI

CONTACT
MARK KOWALEWSKI (734) 324-4551

CONTACT
<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.
PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ([HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		PLANS APPROVED BY DATE PLANS APPROVED
PLAN REVIEW FEE	\$0.00		
PARK FEE	\$0.00		
OTHER FEE	\$0.00		
BOND	\$0.00		
INSPECTION DEPOSIT	\$0.00	LETTER OF CREDIT DEPOSITOR	1/1/2014
OTHER BOND	\$0.00		
TOTAL COSTS	\$0.00		
TOTAL CHECK AMOUNT			REQUIRED ATTACHMENTS
			GENERAL CONDITIONS
			ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES
			ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES
			SAMPLE COMMUNITY RESOLUTION
			RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
			www.waynecounty.com/dps_engineering_cpoffice.htm
CASHIER DATE			(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)
1/1/2014			

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

MARK KOWALEWSKI
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Ms. Tawny Barnes
Permit Coordinator

DATE



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications for Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: The Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications for Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL SPECIAL EVENTS PERMITS**

Resolution No. _____

At a Regular Meeting of the Wyandotte City Council (Name of Community Governing Board) on _____ (date), the following resolution was offered:

WHEREAS, the City of Wyandotte (hereinafter the "Community") requests an annual permit from the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") to temporarily close a County road for a parade, event, celebration, block party or similar activity or, to erect a banner within the County road right-of-way, and the County road or road-right-of-way is located entirely within the boundaries of the Community;

WHEREAS, pursuant to Act 200 of 1969, being MCL 247.323 *et seq*, the County permits and regulates such activities, banners and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such an Annual Permit, the Community agrees and resolves that:

To the extent allowed by law, it will fulfill all permit requirements and will save harmless, represent and defend the County of Wayne and all of its officers, agents and employees:

from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the Community as the result of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road, except claims resulting from the direct negligence or willful acts or omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

The Community 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 County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community 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 County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
Mark A. Kowalewski		City Engineer
Daniel Grant		Police Chief

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wyandotte County of Wayne, Michigan, on March 31, 2014.

MOTION by Councilperson _____

Supported by Councilperson _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

Member Absent _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

7

MEETING DATE: March 31, 2014

AGENDA ITEM # _____

ITEM: Neighborhood Stabilization Homes (NSP3) - Sales Price

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 3-26-14

BACKGROUND: On, October 29, 2013, the City Council approved the listing of the NSP3 Home at 1749 2nd Street for the amount \$119,900. As of the date of this communication, no offers have been received. In accordance with the NSP2 Single-Family Sales Program Guidelines, Adjustment in Asking Price, the Engineering Department is requesting to reduce the sales price of this unit by 10% or to \$107,910.00. This home must be sold to a veteran that earns less than 50% of Area Median Income.

STRATEGIC PLAN/GOALS: 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. Also by promoting the finest in design, amenities and associated infra-structure improvements in all new developments

ACTION REQUESTED: Adopt a resolution approving the listing of the home at 1749 2nd Street with Downriver Real Estate Group for \$107,910.00.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Continue to advertise homes at a reduced sales price with Downriver Real Estate Group.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

Support

LEGAL COUNSEL'S RECOMMENDATION:

W Look

MAYOR'S RECOMMENDATION:

Joseph R Peterson

LIST OF ATTACHMENTS: Resolution approving listing price; NSP2 Single-Family Sales Program Guidelines

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

Sheri M. Sutherby-Fricke
Daniel E. Galeski
Ted Miciura Jr.
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

October 29, 2013

RESOLUTION

Mark A. Kowalewski
City Engineer
3200 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman Daniel E. Galeski
Supported by Councilman Leonard Sabuda

RESOLVED by the City Council that Council CONCURS with the City Engineer to list for sale the NSP3 property at 1749-2nd Street with the Downriver Real Estate Group in the amount of \$119,900 to be sold to a veteran that earns less than 50% of AMI with the City offering no more than \$86,000 in home buyers assistance; AND BE IT FURTHER RESOLVED that Council APPROVES the budget amendment to add \$32,225.24 to NSP3- Program Income Expense 101-440-925-771 and NSP3-Program Income revenue 101-000-510-510-071. AND FURTHER that Council authorizes the Mayor and City Clerk to execute the Memorandum of Understanding between the City and Lighthouse of Oakland County.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on October 28, 2013.

William R. Griggs
William R. Griggs
City Clerk

CC: City Administrator



NSP2 SINGLE-FAMILY SALES PROGRAM GUIDELINES

Purpose

The purpose of this Manual is to govern the sales of single-family homes being carried out under Neighborhood Stabilization Program 2 (NSP2). This Manual includes policies and procedures to be followed regarding intake/applications, counseling and sales control mechanisms.

Definitions

Applicant: A person or persons who have applied to the City for approval of an NSP2 home purchase and homeowner financial assistance. Eligible applicants must be low- moderate-, or middle- income (LMM) household (households with incomes at or below 120% of area median income. NPS2 also requires that 25% of funding go to households that are low income at or below 50% of the area median income).

NSP2: The Department of Housing and Urban Development (HUD)'s Neighborhood Stabilization Program, established by the Housing and Economic Recovery Act of 2008, and authorized by Title XII of Division A of the American Recovery and Reinvestment Act of 2009. The purpose of these funds is to stabilize neighborhoods whose viability has been and continues to be damaged by the economic effects of properties that have been foreclosed upon and abandoned. For more information. See the NSP2 website

<http://hud.gov/offices/cpd/landBankdevelopment/programs/neighborhoodspq/>

Housing Counselor: Light House of Oakland County

NSP2 Buyer: The buyer of an NSP2 Home

NSP2 Property: A property that is rehabilitated or newly constructed with NSP2 Funding

NSP2 Home: An NSP2 property that is being sold to an owner-occupant.

Project Funding: Any and all governmental funds used to pay for the costs to carry out the redevelopment of a particular NSP2 assisted property

Selling Agent: Downriver Real Estate Group



Pricing of Homes

As required by the Grant Agreement the City will set an asking price for NSP2 homes that is the lesser of the after-construction and or rehabilitation market value, or total development cost.

a. **After Construction and Rehabilitation Market Value**

The City will obtain an after-construction/rehabilitation appraisal from ***Silverwood Appraisal Services***. The appraised value will be the asking price for the home unless it is higher than the estimated total development cost of the home, in which case the price will be the same amount as the total development cost. Total development cost includes all acquisition, rehabilitation/construction and soft costs.

b. **Adjustment in Asking Price**

If no qualified offer is received within 60 days of first marketing a home, the City may reduce the asking price by 10%. If no qualified offer is received after an additional 60 days of best efforts in marketing a home, City may reduce the original asking price by up to an additional 10% including previous adjustments, if any. City may make additional price reductions only with the written approval by the City Council. In any case, city may reduce asking prices only after making diligent and continuous efforts to market and sell a home.

Homebuyer Application and Prequalification

City is responsible for the prequalification tasks for a prospective buyer.

a. **Application for NSP2 Assistance**

Before a prospective buyer is referred to counseling or to execute a sales agreement for an NSP2 assisted property, the buyer must complete the Application for NSP2 Assistance attached as Appendix A. The information obtained in the application will be used- along with verifications- to determine a buyer's eligibility to purchase an NSP2 home and to receive NSP2 Homeowner Assistance. A minimum credit score of 640 is required. **If no proposals are received during the Lottery Selection then the minimum credit score will be waived. (See Page 6) Added 1/23/12**

b. **Homebuyer Education**

If the applicant meets initial thresholds for assistance, and has not been through the required homebuyer education and counseling, then the City will refer the applicant to the selected homebuyer counselor: Lighthouse of Oakland County. 4615 Woodward Avenue , Pontiac, MI 48342. 248-920-6000. www.lighthouseoakland.org



c. Pre-approval for First Mortgage Loan

Once the applicant, with the assistance of the housing counselor, has obtained pre-approval for a first mortgage loan, they will return to City. The first mortgage must be a 30 year fixed-rate mortgage from a reputable lending institution, and the annual percentage rate and closing costs must be reasonable. The lending institution must create and service an escrow account for the receipt of property tax and insurance payments for the buyer. The homebuyer shall obtain a standard homeowners insurance policy in the amount of the full replacement costs of the home and include general liability coverage as required by the lender. The housing counselor will assist in this process.

d. Certifying the Income Eligibility of Prospective Buyers

The City will obtain the income eligibility documentation from the housing counselor. All income calculations are to be conducted utilizing the (24 CFR Part 5, IRS Form 1040) method.

If more than six months has elapsed since the income was initially verified, or if the income documentation is weak or calculations are incorrect, then the income should be re-verified by the City. Required documentation (copies of driver's licenses, pay stubs, etc) will be kept in City's files. The income certification may be no more than six months old at the time that the buyer and City enter into a purchase agreement. If older, the buyer must be recertified. An Applicant whose application fails to meet the NSP2 eligibility requirements will be given a written notice of denial.

Income requirements are as follows:

2011 Area Median Income: Wayne County, Michigan

Low-Income Limit (50%)

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$23,250	\$26,600	\$29,900	\$33,200	\$35,900	\$35,550	\$41,200	\$43,850

Moderate-Income Limit (120%)

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$55,800	\$63,840	\$71,760	\$79,680	\$86,160	\$92,520	\$98,880	\$105,240

This chart may change on an annual basis.

e. Prequalifying for NSP2 Homeowner Financial Assistance

Once applicants (prospective homebuyers) have received counseling, are prequalified by a financial institution and have been certified as income eligible, the applicant is eligible to enter into the Cities lottery for an NSP2 home.





f. Mortgage Buy Down Assistance

The NSP2 Program will offer mortgage buy downs which reduce the sales price of the home to a value which is affordable to the low or moderate income buyer. This buy down will be eligible to all NSP2 home buyers. The current maximum mortgage buy down is thirty thousand dollars (\$30,000). The program will offer a **minimum** of 17.5% off the sales price. Buy downs exceeding thirty thousand dollars (\$30,000) must be presented to MSHDA for approval.

Potential homebuyers on the Qualified Homebuyer List (QHL) may submit proposals that require more than the \$30,000 mortgage buy down assistance if the City's Homebuyer Counselor recommends more than \$30,000. If a proposal exceeds \$30,000 mortgage buy down assistance then MSHDA shall approve the amount before the offer to purchase is approved by the City. If MSHDA recommends a different mortgage amount at its discretion and the potential buyer does not agree to this new amount the offer to purchase will be denied by the City.

Homebuyer Assistance	Affordability Period	Amount Forgiven
Less than \$15,000 per unit	5 years	1/5 of homebuyer assistance amount per year over five years
\$15,000 - \$40,000 per unit	10 years	1/10 of homebuyer assistance amount per year over 10 years
More than \$40,000 per unit	15 years	1/15 of homebuyer assistance amount per year over 15 years
*homebuyer assistance totaling more than \$30,000 will be presented to MSHDA for approval.		

Homebuyer Counseling and Education

Each homebuyer will be required to complete at least eight (8) hours of home counseling from a HUD-certified home counseling agency before making an offer on and purchasing a home. Wyandotte has procured Lighthouse of Oakland County to perform these services. The housing counselors will screen potential new homeowners for NSP2 homes and provide the tools and skills necessary to maintain mortgages. In addition, they will provide support services to help at-risk families remain stably housed. Specific classroom and one-on-one counseling may include pre-purchase education, credit education, budgeting concepts, mortgage products, real estate closing process, foreclosure prevention, etc.



Post-Purchase Counseling

The Buyers will be required to attend post-purchase counseling with the Housing Counselor

Submitting Proposals for NSP2 Home

Upon meeting income requirements, qualifying for a mortgage product and completing the required amount of housing counseling by October 1, 2012, each homebuyer will be placed on the City's Qualified Homebuyer List (QHL). Each homebuyer on the QHL may then submit a proposal with the price that they can afford to purchase the NSP2 home for. This will happen each time a home becomes listed on the real estate market. The City will then select a proposal by drawing randomly. This ensures that the City and all parties involved follow the fair housing opportunity guidelines. Only one proposal per household may be submitted on any prospective property. "Household" includes all persons residing at the current residence or persons living at the current residence during the twelve (12) months prior to filing an application. Any proposal submissions exceeding one (1) per household will be disqualified.

When the City has more NSP2 homes under construct than there are potential QHL buyers then additional buyers will be added to the QHL based on the chronological date that the potential buyer completed the requirements contained in this Policy. There will be separate lists for low income and moderate income buyers.

Example of homebuyer assistance:

If a family of seven (7) has a total household income of \$42,000 per year, they are considered low-income. They are income-eligible to purchase an NSP2 home. They have completed eight (8) hours of home counseling and qualified for a mortgage because they also have good credit and reliable income.

The next step is for the housing counselor to determine the price per month the family can afford to spend on housing payments. MSHDA requires that the home buyer's Principal, Interest, Taxes and Insurance (PITI) not exceed 30% of the household monthly income. For this particular low-income family, that means that PITI cannot exceed \$1,050 per month. Working backwards with estimated taxes and insurance at \$291.66 and \$66.66 per month respectively, the housing counselor concludes that \$691.68 is the most this family can allocate for principal and interest on a mortgage. On a thirty-year mortgage at 5% they can afford to purchase the home for \$120,000 because the monthly principal and interest payment will be \$644.19. Monthly PITI will come to \$1,002.52 which is under their limit of \$1,050.

The particular home this family is purchasing costs \$180,000 to build and is appraised for \$125,000. The listing price was the lower of the two (\$125,000), as per NSP2 requirements. The minimum home buyer assistant is 17.5% or 21,875.00. The family will have a ten (10) year lien on the home in the amount of \$21,875.00 which will dissolve after they have lived in the home for ten (10) years. If the family should move out or sell prior to this, a percentage of the lien is due to MSHDA at the time of closing. Further Purchaser must sign the Homebuyer Certification and Program Agreement which outline the terms and conditions which will remain in effect for the full affordability period, even if the lien is discharged due to early repayment. This document is an attachment to the Purchase Agreement. Add 05/21/12.



The purchaser is required to provide one (1) percent of the sales price at closing as a down payment. This would be \$1,250 in the above example. Other closing costs may be eligible for subsidies as well. Additionally, purchaser will be required to pay fee for housing counseling which is estimated to be \$247.00 (\$35.00 Credit Report and \$212.00 Housing Counseling).

Advertising of NSP2 Homes

The City has selected Downriver Real Estate Group as the Seller Agent. The NSP2 home will be placed in the Multiple Listing Service (MLS) for a minimum of seven (7) days before receiving any proposals. There will be a minimum of two (2) open houses for each house being sold. Open houses shall take place on either a Saturday or a Sunday and last at least three (3) hours each. The two open houses shall not be on the same weekend.

Sealed proposals will be received by the City Clerk. They will be publicly drawn in the Council Chambers on Mondays at 2:00 pm.

The Selling Agent directs any interested party to prepare sealed proposals in accordance with the Standard Purchase Agreement (Appendix B). The City reserves the right to modify and update this Standard Purchase Agreement. Proposals as a minimum shall include the following:

- Completed Standard Purchase Agreement
- Certificate of Completion of Home Counseling from Lighthouse of Oakland County
- Affidavit attesting to Prospective Purchaser's income level
- Listing of all current family members and their ages
- Contact information regarding Prospective Purchaser's current employment as well as any family members' employment information who is 18 years of age and older
- Pre-approved mortgage letter from financial institution
- Ability to provide a minimum deposit of 1% of sales price within 24 hours of City's request before City accepts offer. It is not necessary to include deposit with offer being submitted.

The City will randomly select a sealed proposal. If the sealed proposal includes all of the requested information and interested homebuyer can meet all requirements to purchase the home within one (1) month of bid opening and proposal acceptance, the real estate agent shall prepare the necessary documents to close. If the first selected proposal cannot meet the requirements then the second sealed proposal and so on will be selected if necessary until documentation is prepared and all purchase requirements are met.

If no sealed proposals are selected, the real estate agent shall bring offers to the City as they are received. There is no minimum credit score required for these proposals. *Added 9/20/11*

Conflict of Interest

THE CITY RESERVES THE RIGHT TO REJECT a Response if the Respondent has a contract or other relationship with a client that is determined by the City to be a legal or business conflict that is unwaivable or that the City, as its sole discretion, is unwilling to waive.



Appeals Process

Any potential Homebuyer who feels he/she has been unfairly rejected from participating in the NSP2 Homebuyer Program can appeal in writing stating name, date of application, and reason for appeals to Mark Kowalewski, 3131 Biddle Avenue, Wyandotte, Michigan 48192. Complete complaint procedure is Appendix C.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 31, 2014

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the City Engineer to reduce the listing price for the NSP3 property at 1749 2nd Street to \$107,910.00 in accordance with the NSP2 Single Family Sales Program Guidelines. All buyers are also eligible to receive homebuyer subsidy between \$18,884.25 and \$72,910.00. Therefore, the minimum required mortgage amount would be \$35,000.00 and the maximum mortgage amount would be \$89,025.75.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

cc: Jerry Miller, Downriver Real Estate Group

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

8

MEETING DATE: 03/31/2014

AGENDA ITEM #

ITEM: Municipal Services - Concurrence to Inspect Turbine #5 for Repair Evaluation

PRESENTER: Curt Campau – Power Plant Engineer

INDIVIDUALS CONSULTED: Charlene Hudson – ^{CH}Power Systems Supervising Engineer, Chris Brohl – Assistant Power Plant Supervisor, Rod ^RLesko – General Manager

BACKGROUND: In June 2013, due to a loss of power, 5 Turbine tripped offline. During this event, the backup electric oil pump did not have power and therefore failed to start. The loss of the oil caused the rotor to seize and consequently now the turbine needs to be evaluated. Since the turbine work is specialized, 3 quotes for evaluation were gathered from qualified companies. The work to be performed will include opening and inspection of the turbine and all bearings. An assessment of the damage will be compiled and the necessary repair steps will be documented. Full reviews of the quotations were evaluated along with the review of the vendor list and past work experience with WMS. The quoted pricing from three vendors came in as follows: Power Generation Services at \$83,850, TurboCare at \$89,750 and Turbine Generator Maintenance (TGM) at \$110,695. Upon evaluation, TurboCare was selected due to the completeness of the work quoted and their expertise in the field.

STRATEGIC PLAN/GOALS: N/A

ACTION REQUESTED: Concur with the resolution from the Wyandotte Municipal Service Commission to authorize the General Manager to accept the proposal from the most qualified bidder (TurboCare) for the opening and inspection of Turbine 5 for the amount not to exceed \$ 89,750 as recommended by WMS management.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: This project will encumber \$89,750.00 of the O&M Budget accounted for in account #591-003-511-901-760 Turbine/Generator/Condenser for turbine repairs.

- Approved Total FY14 O&M Budget for Turbine/Generator/Condensers - \$ 280,000
- Actual FY14 YTD Expenses - \$0

IMPLEMENTATION PLAN: Upon City Council concurrence, proceed with a purchase order to TurboCare to schedule project.

MAYOR'S RECOMMENDATION:

JMP

CITY ADMINISTRATOR'S RECOMMENDATION:

J. Dunsdale

LEGAL COUNSEL'S RECOMMENDATION: N/A

LIST OF ATTACHMENTS:

- Price/Terms page from three (3) quotes
- Municipal Service Commission Approved Resolution # 03-2014-03

RESOLUTION:

BE IT RESOLVED, by the City Council that Council concurs with the Wyandotte Municipal Services Commission in the following resolution.

A resolution to authorize the General Manager to award the Turbine 5 inspection to TurboCare based on their expertise and completeness of work quoted as recommended by the WMS Management Team for an amount not to exceed \$ 89,750.

I move the adoption of the foregoing resolution.

MOTION by Councilman: _____

Supported by Councilman: _____

YEAS

COUNCIL

NAYS

Stec

Sabuda

Sutherby-Fricke

Galeski

Schultz

Miciura Jr.

RESOLUTION:

BE IT RESOLVED, by the Wyandotte Municipal Services Commission, a majority of its members thereto concurring, with moving forward as recommended by the WMS Management Team in allowing the inspection of Turbine 5 to determine the extent of damage by awarding the inspection work to TurboCare, due to their expertise and completeness of quoted work, in an amount not to exceed \$ 89,750.

I move the adoption of the foregoing resolution.

MOTION by Commissioner

LESLIE LUPO

Supported by Commissioner

FRED DELISLE

YEAS
✓

COMMISSIONER

NAYS

Figurski
Sadowski
Lupo
Delisle
Cole

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By:

James L. Figurski
President

By:

[Signature]
Secretary

L F

4. PRICE/TERMS AND CONDITIONS

4.1. Selling Price

#	Description	Price
Sec. 3.1	Base Scope per Customers Request	\$ 89,750.00

This price includes applicable technical field advice for items listed in Section 3, Scope of Work (collectively, the "Work") **as exclusively set-forth herein**, and excludes taxes and freight. T&M work will be provided in accordance with the attached TurboCare, Inc. Procedures, Conditions and Rates for Service, Domestic (MDrevised072011-D). Price, rates and availability are subject to prior sale. Pricing is based on receiving an order in its entirety.

4.2. Schedule

Inspection and report workscope will take 7 days to complete. Work on unscheduled Sundays and TurboCare holidays, is not included. Any change in the aforementioned shift arrangement will result in price changes for additional overtime and inefficiencies that result from either acceleration or deceleration of the work.

Manpower and work shift schedule to be provided is up to a 1-10-6 and includes up to: one (1) Project Manager/TFA, One (1) Turbine Mechanic's Supervisors, Five (5) Millwrights. At its own discretion, TurboCare will load and unload manpower during the work scope duration, based upon workload.

The services offered exclusively set-forth herein are based on receipt of down payment, receipt of an acceptable purchase order and all other information required by TurboCare to perform the Work. Should this date change additional charges may be incurred and passed on to Purchaser in order to meet the new outage date. These charges, if any, will be discussed upon notification by Purchaser of the outage date change. All estimates are made subject to prior sale.

4.3. Terms of Sale and Payment

This proposal is valid for thirty (30) days from its date unless extended in writing by TurboCare. Our proposal is conditioned on acceptance of TurboCare's Standard Conditions of Sale, MDrevised072011-D (see Attachment). All invoices are payable net thirty (30) days from date of invoice without setoff or deductions via wire transfer. Any past due amounts shall, without prejudice to the right of TurboCare to payment when due, bear interest at a fixed monthly rate of one and one half percent (1.5%) or



POWER GENERATION SERVICE, INC.

TO: Mr. Curt Campau
Plant Engineer
Wyandotte Power Plant
2555 Van Alstyne
Wyandotte, MI 48173

Quotation No. 7677 3081.1 Rev.
Date 1/4/5/2014

RE: Wyandotte Power Plant - Unit #5 Inspection
22 MW General Electric

Power Generation Service, Inc. is pleased to provide the following proposal for services subject to the attached Terms and Conditions. Notice of objection to any different or additional terms and conditions is hereby given. This quotation is valid for 60 days from its date unless otherwise stated in the quotation. If you have any questions, please contact the undersigned. Please indicate your acceptance by signing one of the copies and returning it to us.

POWER GENERATION SERVICE, INC. WILL FURNISH TECHNICAL DIRECTION/
SUPERVISION, LABOR, TOOLS, EQUIPMENT AND EXPENSES TO DISASSEMBLE THE ABOVE
REFERENCED UNIT. QUOTE IS BASED ON THE CLARIFICATIONS IN THIS PROPOSAL.

UNIT NUMBER 5 DISASSEMBLE

Firm Price

\$83,050

PGS to provide technical direction/supervision, labor, tools and equipment
to disassemble the turbine to a point at which damage to the components can
be evaluated.

Includes removal of insulation blankets to be performed by PGS

Includes removal of the rotor to be placed in customer supplied rotor stands

Includes removal of the generator bearings and hydrogen seals

Includes removal of turning gear assembly cover

Excludes high velocity oil flush, quoted as an option in the original proposal

Excludes M&A balance engineer for start-up, quoted as an option in the
original proposal

Unless stated otherwise, listed prices do not include sales, use, or other applicable
taxes

cc: Bruce Stafford - PGS Anoka
cc: Pat Estabrook - PGS Mandan

Date _____

Company _____

By _____

POWER GENERATION SERVICE, INC.

7. Inspect turning gear assembly for any damage that may have occurred when attempting to engage unit with bound rotor
 - a. Perform visual inspections and freedom of movement checks of gear teeth and bearings
8. Submit a complete written report on all conditions noted, work performed, repairs completed, clearances, alignment and recommendations for future repairs. All dimensions, as found and final are to be on OEM or equivalent data sheets.

TGM Project Management and Technical Direction, Coordination, Supervision, Turbine Mechanics, tooling, expenses, airfare, per diem and accommodations are included to perform the detailed scope of work attached to this proposal. The expected duration of the overall project is 4 to 5 days working 24 hours per day on the critical path activities. Twenty-four hour performance has been maintained for this estimate as it is TGM's anticipation that all disassembly and discovery items should be performed as quickly as possible to determine the final repair work scope, and begin these repairs.

Fixed pricing provided does not include repairs and assumes that all required parts are being supplied by Wyandotte Municipal. Pricing for repairs identified during the inspection will be provided at discovery.

Per the RFQ request, TGM is pleased to provide a cost breakdown of the major activities of this work scope. As it is our recommendation that all of these activities be performed to adequately assess the unit condition, TGM has broken this cost into the mobilization and demobilization of personnel, the inspection work to be performed, and the non-destructive examinations that will be required.

Mobilization/Demobilization: \$ 34,300.00.

Recovery Inspection Work Scope: \$ 69,198.00

Non-destructive Examinations: \$ 7,200.00

TGM's Total Work Scope Fixed Price is: \$110,695.00

Individual pricing has been offered for informational purposes only and are not valid without the award of the entire project as a whole. Pricing assumes that Wyandotte Municipal will supply standard items such as sanitary facilities, OEM provided tooling, rotor stands, I&C as well as electrical support, etc. Included in this proposal is a detailed Division of Responsibilities that addresses these assumptions.

Additionally, TGM is pleased to offer optional pricing of performing the insulation blanket removal for this project to support the upper half turbine casing removal. This estimate is based on the above work scope and the assumption that the insulation method is "blanket" type materials.

TGM's Optional Insulation Outage Support Fixed Price is: \$4,240.00

Additional Considerations - Revision # 3

For additional considerations #1 and # 2, pricing reflects the best estimates with the information provided and available for costs of the direct repairs and included in each line item is the resulting schedule duration. Final costs cannot be accurately predicted or estimated as the potential combinations of options would result in different durations and man-power needs. The resultant costs of the cumulative needs can be fixed priced at the time which final options are selected or provided at agreed upon Time and Materials rates at Wyandotte's discretion. Different from Revision #3, this revision does not include any on-site

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

9

MEETING DATE: 03/31/2014

AGENDA ITEM #

ITEM: Municipal Services - Concurrence to hire Michigan CAT to assist in completion of the HMI Upgrade for the Power Plant Diesel Generator Site

PRESENTER: Curt Campau – Power Plant Engineer

INDIVIDUALS CONSULTED: Charlene Hudson – Power Systems Supervising Engineer, Chris Brohl – Assistant Power Plant Superintendent, Rod Lesko – General Manager

BACKGROUND: In 2012, the Diesel Power Plant interface was updated by Rockwell Corp., with the ultimate goal to have this information transported into the Power Plant's control console. Due to the proprietary nature of the programmable logic controller code, Michigan CAT must assist Rockwell to ensure the coding is handled properly when transferred into the Rockwell system. Since the generator location is remote from the plant, it is necessary to incorporate this information into the operator control consoles. The diesel information could then be added into the PJ historian software and be utilized in our reporting records. This is a sole sourced item.

STRATEGIC PLAN/GOALS: N/A

ACTION REQUESTED: Concurrence with the resolution from the Wyandotte Municipal Services Commission to authorize the General Manager to approve Michigan CAT to assist in the Power Plant Diesel controls project, as recommended by WMS management, for an amount not to exceed \$9,612.

BUDGET IMPLICATIONS: Budget accounted for in O&M Engineering Services account #591-003-511-901-070.

- Approved total FY14 Budget for Engineering Services - \$ 700,000
- YTD FY14 Expenses through 3/26/2014 - \$ 485,709

IMPLEMENTATION PLAN: Upon Council concurrence, issue PO to Michigan CAT and schedule project.

MAYOR'S RECOMMENDATION:



CITY ADMINISTRATOR RECOMENDATION: *Shupdal*

LEGAL COUNSEL RECOMENDATION: N/A

LIST OF ATTACHMENTS:

- Approved Commission Resolution # 03-2014-04

RESOLUTION:

BE IT RESOLVED, by the City Council that Council concurs with the WMS Commission in the following resolution.

A resolution to authorize the General Manager to approve the purchase of this vital component for the Power Plant control system as recommended by the WMS Management in an amount not to exceed \$ 9,612 to the sole source vendor Michigan CAT.

I move the adoption of the foregoing resolution.

MOTION by Councilman: _____

Supported by Councilman: _____

YEAS

COUNCIL

NAYS

Stec
Sabuda
Sutherby-Fricke
Galeski
Schultz
Miciura Jr.

RESOLUTION:

BE IT RESOLVED, by the Wyandotte Municipal Services Commission, a majority of its members thereto concurring, with moving forward in allowing the purchase of this vital component for the plant control system as recommended by the WMS Management in an amount not to exceed \$ 9,612 to the sole source vendor Michigan CAT.

I move the adoption of the foregoing resolution.

MOTION by Commissioner

FRED DELISLE

Supported by Commissioner

LESLIE

YEAS

COMMISSIONER

NAYS

✓

Figurski

Sadowski

✓

Lupo

✓

Delisle

Cole

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By:

James S. Figurski
President

By:

Rachel [Signature]
Secretary

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 7, 2014

AGENDA ITEM # 10

ITEM: Neighborhood Stabilization Program 2 (NSP 2) Program Income Grant and Sale of the old City Hall, 3131 Biddle Avenue, the Vacant Lot and City Parking Lot South of City Hall

*APPLICATION ON FILE IN THE CITY CLERK'S OFFICE

PRESENTER: Mark A. Kowalewski, City Engineer and Natalie Rankine, DDA Director

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer, and Anthony Loduca, MJC

BACKGROUND: MJC Construction Management Service (MJC) is applying to Michigan State Housing Development Authority (MSHDA) Neighborhood Stabilization Program 2 (NSP2) Program Income Grant Round One for funds to construct a four (4) story mixed-use building at 3131-3149 Biddle Avenue, the vacant lot and City parking lot south of City Hall. This development will consist of approximately 9,000 square feet of commercial space on the first floor, 40 units of residential housing on floors 2-4, interior atrium, underground and at-grade parking, and traditional-styled architecture, with total investment estimated at approximately \$12 million. MJC is requesting \$2,250,000 in funding from MSHDA. MJC will be required to provide 7 rental units to the population that is at or below 50% Area Median Income (AMI) and 11 rental units to the population at or below 120% AMI.

MJC has presented this proposed development to the DDA, Design Review Committee and the Planning Commission and all have approved this project (see attached). MJC is requesting Your Honorable Body to support their application to MSHDA.

Further, MJC has requested an extension to exclusively negotiate the purchase of this property until July 31, 2014. MJC will continue with monthly progress reports on the 1st of each month.

STRATEGIC PLAN/GOALS: We are committed to revitalize the downtown with new residential and commercial developments and to make our downtown a destination of choice for residents throughout Southeast Michigan by redeveloping the city block where the city hall is now located with a mixed-use development project emphasizing street-level commercial and high-rise residential development affording new residents a view of the river and surrounding scenic areas.

ACTION REQUESTED: Adopt resolution supporting the grant application by MJC to MSHDA for NSP2 Program Income Funds to construct a 4 story mixed-use building consisting of approximately 9,000 square feet of commercial space on the first floor, 40 units of residential housing on floors 2-4, interior atrium, underground and at-grade parking, and traditional-styled architecture, with total investment estimated at approximately \$12 million. Also support the extension to exclusively negotiate with MJC for the purchase of the property known as 3131-3149 Biddle Avenue, Vacant Lot and City Parking Lot south of the former City Hall, until July 31, 2014, with monthly progress reports on the 1st of each month.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Forward Resolution to MJC for their application to MSHDA, and Continue negotiations with MJC Construction Management exclusively for the property at 3131 Biddle Avenue and the vacant lot and City parking lot south of City Hall until July 31, 2014.

COMMISSION RECOMMENDATION: Approval by DDA, Design Review Committee and Planning Commission.

CITY ADMINISTRATOR'S RECOMMENDATION:

Shupdal

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

AMP

LIST OF ATTACHMENTS: Application for Round One Funding of MSHDA, NSP2 Program Income Grant; Resolution by DDA, Design Review Committee and Planning Commission.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 7, 2014

RESOLVED BY THE MAYOR AND CITY COUNCIL;

WHEREAS the City Engineer and DDA Director submitted a recommendation for a "Michigan State Housing Development Authority (MSHDA) Neighborhood Stabilization Program (NSP2) Program Income: Round One" funding application from MJC Construction Management Services (MJC) for a proposed project at 3131 Biddle Avenue, Vacant Lot and City Parking Lot south of the former City Hall (collectively referred to as 3131-49 Biddle Avenue) and the Mayor and Council received said communication and application; and

WHEREAS the application requests funding from MSHDA in an amount up to approximately \$2,250,000 to provide approximately 18 rental housing units to a population that is at or below 120% Area Median Income (AMI), including approximately \$875,000 (39%) of the grant would be utilized for a population that is at or below 50% Area Median Income (AMI) or 7 rental units; and

WHEREAS plans for the proposed project have been submitted, indicating that it is a mixed-use development consisting of approximately 9,000 square feet of commercial space on the first floor, 40 units of residential housing on floors 2-4, interior atrium, underground and at-grade parking, and traditional-styled architecture, with total investment estimated to exceed \$12 million; and

WHEREAS the proposed project is consistent with the City of Wyandotte's Strategic Plan for 2010-2015, adopted by the Mayor and Council on January 11, 2010, which states:

We are committed to revitalizing the downtown with new residential and commercial development and to make our downtown a destination of choice for residents throughout Southeast Michigan by:

- (1) Redeveloping the city block where the former City Hall is located with a mixed-use development project emphasizing street-level commercial and high-rise residential development affording new residents a view of the Detroit River and surrounding scenic areas.
- (2) Relocating City Government to the bank building at 3200 Biddle Avenue and designing and developing a government center campus in the area, including the Yack Arena and a fire station.

WHEREAS the Wyandotte Planning Commission adopted a resolution approving the proposed plans on March 20, 2014, after holding a public hearing where public input and support for the project was received; and

WHEREAS the Wyandotte Design Review Committee adopted a resolution approving the plans on March 4, 2014; and

WHEREAS the Wyandotte Downtown Development Authority (DDA) adopted a resolution supporting the project on March 11, 2014; and

WHEREAS the City of Wyandotte has authorized additional approvals to indicate its support for the project, including, but not limited to: City Council adopting a resolution expressing its intent to approve a Neighborhood Enterprise Zone (NEZ) Exemption Certificate for the residential portion of the project (on October 14, 2013); City Council establishing a Commercial Redevelopment District to allow the project to obtain a Commercial Facilities Exemption Certificate for the commercial portion of the project (on January 13, 2014); the Wyandotte Downtown Development Authority (DDA) and Wyandotte Brownfield Redevelopment Authority (WBRDA), on March 11, 2014, and March 18, 2014, respectively, adopting a resolution approving an Interlocal Agreement to allow the DDA and WBRDA to share tax increment from the project to fund Brownfield Plan eligible activities (e.g., underground parking and demolition of the former City Hall building), and the WBRDA adopting a resolution authorizing the preparation of a Brownfield Plan for the project on November 26, 2013.

NOW THEREFORE BE IT RESOLVED that the City Council supports the proposed project, encourages MSHDA to approve MJC's application for Neighborhood Stabilization Program (NSP2) Program Income funds, and hereby certifies that the project is consistent with a locally approved plan, that required approvals have been secured, and that public input and support for the proposed project has been received.

BE IT FURTHER RESOLVED that as evidence of site control by MJC, the City Council will exclusively negotiate the sale of the property to MJC until July 31, 2014 with monthly progress reports due from MJC to the City Engineer on the 1st of each month, with additional extensions available if necessary to complete negotiations, application documents, or other project-related matters.

BE IT FURTHER RESOLVED that the City Council adopted a resolution on March 17, 2014, supporting the City's application for \$2,907,034, for the construction of new single family homes utilizing MSHDA NSP2 Program Income Round One funding and considers MJC's application to have priority consideration for funding when evaluating both applications from Wyandotte.

RESOLUTION

Wyandotte, Michigan

Date: April 7, 2014

RESOLVED BY THE MAYOR AND CITY COUNCIL;

WHEREAS the City Engineer and DDA Director submitted a recommendation for a “Michigan State Housing Development Authority (MSHDA) Neighborhood Stabilization Program (NSP2) Program Income: Round One” funding application from MJC Construction Management Services (MJC) for a proposed project at 3131 Biddle Avenue, Vacant Lot and City Parking Lot south of the former City Hall (collectively referred to as 3131-49 Biddle Avenue) and the Mayor and Council received said communication and application; and

WHEREAS the application requests funding from MSHDA in an amount up to approximately \$2,250,000 to provide approximately 18 rental housing units to a population that is at or below 120% Area Median Income (AMI), including approximately \$875,000 (39%) of the grant would be utilized for a population that is at or below 50% Area Median Income (AMI) or 7 rental units; and

WHEREAS plans for the proposed project have been submitted, indicating that it is a mixed-use development consisting of approximately 9,000 square feet of commercial space on the first floor, 40 units of residential housing on floors 2-4, interior atrium, underground and at-grade parking, and traditional-styled architecture, with total investment estimated to exceed \$12 million; and

WHEREAS the proposed project is consistent with the City of Wyandotte’s Strategic Plan for 2010-2015, adopted by the Mayor and Council on January 11, 2010, which states:

We are committed to revitalizing the downtown with new residential and commercial development and to make our downtown a destination of choice for residents throughout Southeast Michigan by:

- (1) Redeveloping the city block where the former City Hall is located with a mixed-use development project emphasizing street-level commercial and high-rise residential development affording new residents a view of the Detroit River and surrounding scenic areas.
- (2) Relocating City Government to the bank building at 3200 Biddle Avenue and designing and developing a government center campus in the area, including the Yack Arena and a fire station.

WHEREAS the Wyandotte Planning Commission adopted a resolution approving the proposed plans on March 20, 2014, after holding a public hearing where public input and support for the project was received; and

WHEREAS the Wyandotte Design Review Committee adopted a resolution approving the plans on March 4, 2014; and

WHEREAS the Wyandotte Downtown Development Authority (DDA) adopted a resolution supporting the project on March 11, 2014; and

WHEREAS the City of Wyandotte has authorized additional approvals to indicate its support for the project, including, but not limited to: City Council adopting a resolution expressing its intent to approve a Neighborhood Enterprise Zone (NEZ) Exemption Certificate for the residential portion of the project (on October 14, 2013); City Council establishing a Commercial Redevelopment District to allow the project to obtain a Commercial Facilities Exemption Certificate for the commercial portion of the project (on January 13, 2014); the Wyandotte Downtown Development Authority (DDA) and Wyandotte Brownfield Redevelopment Authority (WBRDA), on March 11, 2014, and March 18, 2014, respectively, adopting a resolution approving an Interlocal Agreement to allow the DDA and WBRDA to share tax increment from the project to fund Brownfield Plan eligible activities (e.g., underground parking and demolition of the former City Hall building), and the WBRDA adopting a resolution authorizing the preparation of a Brownfield Plan for the project on November 26, 2013.

NOW THEREFORE BE IT RESOLVED that the City Council supports the proposed project, encourages MSHDA to approve MJC's application for Neighborhood Stabilization Program (NSP2) Program Income funds, and hereby certifies that the project is consistent with a locally approved plan, that required approvals have been secured, and that public input and support for the proposed project has been received.

BE IT FURTHER RESOLVED that as evidence of site control by MJC, the City Council will exclusively negotiate the sale of the property to MJC until July 31, 2014 with monthly progress reports due from MJC to the City Engineer on the 1st of each month, with additional extensions available if necessary to complete negotiations, application documents, or other project-related matters.

BE IT FURTHER RESOLVED that the City Council adopted a resolution on March 17, 2014, supporting the City's application for \$2,907,034, for the construction of new single family homes utilizing MSHDA NSP2 Program Income Round One funding and considers MJC's application to have priority consideration for funding when evaluating both applications from Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

OFFICIALS

Thomas Woodruff
CITY ASSESSOR

William R. Griggs
CITY CLERK

Todd M. Browning
TREASURER



COUNCIL

Sheri M. Sutherby-Fricke
Daniel E. Galeski
Tadeusz Miciura Jr.
Leonard T. Sabuda
Donald Schultz Jr.
Lawrence S. Stec

DOWNTOWN DEVELOPMENT AUTHORITY

Resolution Adopted by the Wyandotte Downtown Development Authority

Dated: March 11th, 2014

WHEREAS, the Wyandotte Downtown Development Authority (the "Authority") has received information from MJC Construction Management (MJC) regarding their proposed redevelopment of the former Wyandotte City Hall building and adjoining property at 3131-49 Biddle Avenue, Wyandotte, Michigan, including a project summary, building elevations, and a site plan; and

WHEREAS, MJC and its architect presented plans and answered questions regarding the project at the Authority's regular public meeting on March 11, 2014; and

WHEREAS, the proposed plans consisting of a mixed-use building with ground floor commercial uses and upper floor residential uses, are consistent with the City of Wyandotte's Strategic Plan for 2010-2015, adopted by the Mayor and Council on January 11th, 2010, which specifies the following goals and objectives:

We are committed to enhancing the community's quality of life by:

- 1. Fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas.*
- 2. 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.*
- 3. Promoting the finest in design, amenities, and associated infrastructure improvements in all new developments.*

We are committed to revitalizing the downtown with new residential and commercial development and to make our downtown a destination of choice for residents throughout Southeast Michigan by:

- 1. Redeveloping the city block where the former City Hall is located with a mixed-use development project emphasizing street-level commercial and high-rise residential development affording new residents a view of the Detroit River and surrounding scenic areas.*
- 2. Relocating City Government to the bank building at 3200 Biddle Avenue and designing and developing a government center campus in the area, including the Yack Arena and a fire station.*

WHEREAS, the project complements and is part of a comprehensive multi-phased initiative to relocate City Government operations from the former City Hall building at 3131 Biddle Avenue into a former bank building at 3200 Biddle Avenue to develop a governmental center campus in the area of the newly renovated City Hall building at 3200 Biddle Avenue, including the Benjamin F. Yack Arena at 3131 Third Street and Central Fire Station No. 1 at 266 Maple Street. The redevelopment of the existing building at 3200 Biddle into a newly renovated City Government operation center/City Hall, consolidated operations from two other locations in the downtown area, namely the former City Hall building at 3131 Biddle Avenue and the former Wyandotte Municipal Services building at 3003-05 Biddle Avenue, allowing said properties to be redeveloped for private-sector uses that will create jobs, pay taxes, and attract residents and customers into the downtown area to support local business establishments. The purchase and redevelopment of the structure at 3200 Biddle was supported with local, regional, state and federal resources. The redevelopment of the property at 3131-49 Biddle has been or is anticipated to be supported with local, regional, state and federal resources.

WHEREAS, the project has taken neighborhood/downtown form into consideration and has been developed through the conduct of a reuse analysis of the existing site taking into account building materials, mass, density, height, setback, and scale components consistent with the downtown area and supported by the City; and

WHEREAS, the project has been designed to enhance and promote community accessibility and/or strategically enhance existing neighborhood/downtown amenities, including, but not limited to the following:

1. The site has a Walk Score^{*} of 78 out of 100. This location is considered "Very Walkable" using the Walk Score methodology so most errands can be accomplished on foot.
2. The site is served by public transit via bus service through the Suburban Mobility Authority for Regional Transportation (SMART Bus), southeast Michigan's only regional bus system.
3. The site is conveniently located in the center of downtown, and has easy access to a wide variety of amenities, including but not limited to: groceries, restaurants, personal services, Henry Ford Wyandotte Hospital and other medical services and doctors, clothing and furniture stores, public recreation/parks, art galleries and instruction, cultural/museum/theater venues, public library, churches, schools, and the Detroit River/Bishop Park.

WHEREAS, the project will demolish a vacant building that is a potential blighting influence on the downtown area and redevelop the cleared site and adjoining vacant parcels into a use that is strategically designed to attract residents into the City's targeted downtown center within an eligible Neighborhood Stabilization Program (NSP) census tract by increasing the availability and variety of housing choices offered within the downtown area and the City as a whole; and

WHEREAS, the project is anticipated to have a desired positive impact on the Neighborhood Stabilization Program (NSP) target neighborhood and is designed to have a positive strategic impact on the downtown area and the community as a whole; and

WHEREAS, after an opportunity for public input, comment, review of the plans, and discussion with the proposed developer and project architect, the Authority desires to indicate its support for the project;

NOW, THEREFORE, BE IT RESOLVED THAT the Wyandotte Downtown Development Authority determines that the proposed project is consistent with the City of Wyandotte's Strategic Plan for 2010-2015, that public input has been received regarding the project, and that the Authority supports the proposed project.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER: Leo Stevenson

SUPPORTED BY MEMBER: Peter Rose

YEAS

X
X
X
X
X
X
X

MEMBER

Gilbert, Gregory
Jarjosa, John
Lucas, Gerald
Rose, Peter
Slack, Patt
Stevenson, Leo
Walker, Norman

NAYS

City of Wyandotte
DESIGN REVIEW COMMITTEE
Minutes of the Tuesday, March 4, 2014, Meeting

Member Kowalewski called the meeting to order at 11:30 a.m.

MEMBERS PRESENT: Mark Kowalewski, Robert Benson, Sue Pilon, Norm Walker and Natalie Rankine

MEMBERS ABSENT: None

ALSO PRESENT: Sheila Johnson, Recording Secretary
Mikey Nasser, Yogurtown
Anthony Loduca, MJC Construction Management
Joe Voszatka, Smooth Development, LLC
Brian Neeper, Alexander, Bogaerts & Associates PC

APPROVAL OF FEBRUARY 4, 2014 MINUTES:

Member Kowalewski approved. Member Benson seconded.

REVIEW OF PROPOSED LOGO TO EXISTING AWNING AT 2913 BIDDLE AVENUE:

The application as submitted by Sign Co. (Applicant) and Mikey Nassar, Yogurtown, (Business Owner) for the property at 2913 Biddle Avenue, Wyandotte, Michigan has been reviewed and approved with the stipulation that the letters not be over twelve (12") inches high.

REVIEW OF PROPOSED BUILDING DESIGN AT 3131-3149 BIDDLE AVENUE:

The application as submitted by MJC Construction Management (Applicant) and City of Wyandotte, (Owner) for the property at 3131-3149 Biddle Avenue, Wyandotte, Michigan has been reviewed and approved with the stipulations: 1. North and South elevation changed to brick including East elevation #408 to brick (parking lot). 2. Change three (3) front arches to limestone or granite. 3. Frontage from ground level to approximate four (4) feet high changed to limestone or granite. 4. Building name and date to be added. 5. Final design and color board to be submitted to the Design Review Committee for consideration before issuance of building permit.

OTHER BUSINESS:

None at this time.

MOTION TO ADJOURN:

MOTION BY MEMBER Benson to adjourn the meeting at 12:45 a.m.
Member Kowalewski seconded motion.

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



PLANNING COMMISSION

MAYOR
Joseph R. Peterson

COUNCIL
Sheri Sutherby Fricke
Daniel E. Galeski
Ted Miclura, Jr
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

RESOLUTION

Planning Commission Wyandotte, Michigan

March 20, 2014

RESOLUTION BY COMMISSIONER BENSON

WHEREAS, on March 20, 2014, the Planning Commission of the City of Wyandotte held a Public Hearing with proper notice regarding the proposed development at 3131-3149 Biddle Avenue; and

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, approves the concept plans for the proposed development at 3131-3149 Biddle Avenue, Wyandotte, Michigan.

I move the adoption of the foregoing resolution.

Commissioner: Benson

Supported by Commission Pasko

<u>Yeas</u>	<u>Members</u>	<u>Nays</u>
X	Adamcyk	
X	Benson	
X	Booms	
X	Duran	
X	Krimmel	
X	Lupo	
X	Parker	
X	Pasko	
X	Tavernier	

MOTION PASSED

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 7, 2014

AGENDA ITEM # 11

ITEM: File 4634 Lawn Cutting Services

PRESENTER: Mark Kowalewski – City Engineer

Mark Kowalewski 3-31-14

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND: On March 3, 2014, the Lawn Cutting Services award was held in abeyance pending further review of the proposals. The second bidder, R.F.C. LLC was reviewed and determined to be a qualified bidder.

Attached is the Request for Council Action and Council Resolution from March 3, 2014.

Also attached are pages 47-48 of the Lawn Cutting Services Specifications which details the General Information/Scope of Services for the contract.

STRATEGIC PLAN/GOALS: Fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer's recommendation to award R.F.C. LLC for the lawn cutting services.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work form Account No. 492-200-850.520 for the City lots and Account No. 101-448-825-480 for Memorial Park.

IMPLEMENTATION PLAN: R.F.C. LLC will enter into a contract and begin the lawn cutting in the early spring of 2014.

COMMISSION RECOMMENDATION: NA

CITY ADMINISTRATOR'S RECOMMENDATION: *update*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS

Resolution of March 3, 2014

Agenda Item "File 4634 Lawn Cutting Services" of March 3, 2014

Page 47 and 48 of Lawn Cutting Services Specifications

C

Greg

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

Sheri M. Sutherby-Fricke
Daniel E. Galeski
Ted Miciura Jr.
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

March 4, 2014

RESOLUTION

Mark A. Kowalewski
City Engineer
3200 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman Lawrence S. Stec
Supported by Councilwoman Sheri M. Fricke

RESOLVED by the City Council that the acceptance of Bid File # 4634 Lawn Cutting Services from Frank's Landscaping in the amount of \$30,950.40 for the lawn cutting services from account # 492-200-850-520 for city lots and account # 101-448-825-480 for memorial park is hereby held in abeyance for one month (April 7, 2014).

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on March 3, 2014.

William R. Griggs
William R. Griggs
City Clerk

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

WYANDOTTE CITY CLERK

MEETING DATE: March 3, 2014

2014 FEB 27 A 11: 56
AGENDA ITEM # _____

ITEM: File 4634 Lawn Cutting Services

PRESENTER: Mark Kowalewski – City Engineer

Mark Kowalewski - 2-19-14

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND: The City lots are in need of lawn cutting services. Bids were solicited by the Engineering Department and opened on February 10, 2014. These bids were received, reviewed and Frank's Landscaping was determined to be the lowest and most qualified bid. See attached bids.

STRATEGIC PLAN/GOALS: Fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer's recommendation to award Frank's Landscaping the lawn cutting services.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work from Account No. 492-200-850.520 for the City lots and Account No. 101-448-825-480 for Memorial Park.

IMPLEMENTATION PLAN: Frank's Landscaping will enter into a contract and begin the lawn cutting in the early spring of 2014.

COMMISSION RECOMMENDATION: NA

CITY ADMINISTRATOR'S RECOMMENDATION: *Sampdal*

LEGAL COUNSEL'S RECOMMENDATION: *OK with R. Losh*

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS

Summary of bids.

CITY OF WYANDOTTE
LAWN CUTTING SERVICES 2014, WYANDOTTE, MICHIGAN

I. PURPOSE AND GENERAL INFORMATION

The City of Wyandotte (City) is inviting proposals from qualified contractors to perform grass cutting within the City. The services will be provided per the attached table with the addition and deletion of lots as required by the City (see Attachment B).

Nothing in this Request for Proposal (RFP) shall be construed to create any legal obligation on the part of the City or any respondents. The City reserves the rights, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the City be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from the City for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the City. Respondents may also withdraw their interest in the RFP, in writing, at any point in time, prior to the opening of the bids.

II. SCOPE OF SERVICES

GENERAL BACKGROUND

Services shall be provided on an “as needed” basis. The City does not guarantee a minimum quantity. The City expects to require grass cutting services for APPROXIMATELY three hundred forty-seven (347) properties total. The City reserves the right to increase or decrease the total number of lots to the awarded contract, based on available funding and other needs of the City during the term of this contract.

Unit price bid will be used to determine the total cost added to or deleted from the awarded contract price.

The area of the properties included for lawn cutting vary in size, but are approximately 50’ x 140’. The properties may or may not be vacant. The lawn cutting service for each property will be required bi-weekly during the growing season from the beginning of this contract until the City deems the service is no longer needed. The lawn cutting work at these properties shall consist of picking up and disposing of debris in the cutting area; cutting the grass (to include alley immediately behind property); trimming around trees, along fences and buildings if any; edging sidewalks; cleaning any grass clippings or debris from paved areas; and includes providing the labor and equipment to complete the work.

The properties may or may not be vacant.

EQUIPMENT

All residential lots shall be cut using mulching lawn mowers; trimmed with weed whips; edged with gas powered edgers; cleaned with blowers. All equipment shall be in good working condition.

The contractor may use any type of mower as long as it is **NOT** a tow behind type mower.

CITY OF WYANDOTTE
LAWN CUTTING SERVICES 2014, WYANDOTTE, MICHIGAN

CLEAN UP

Immediately upon completion of the cutting work, the paved areas shall be cleared of surplus clippings and debris. The Contractor shall be responsible for hauling surplus brush, grass clippings and debris away from the site and to the City's Department of Public Services Recycling Center for disposal. The brush and grass clippings shall be disposed of separately from other debris. There will be no charge for dumping. Grass clippings, brush and other debris shall not be swept or blown into the street or onto adjoining properties.

WORK SCHEDULING

First cutting for this contract will take place in May or early June as directed by the Engineer. Subsequent yearly cuttings will continue on a bi-weekly basis throughout the grass growing season, from May 1 to October 31. Grass cutting shall take place during the daylight hours 7:00 am thru 6:00 pm, Monday thru Friday. The Contractor shall comply with this schedule unless directed otherwise by City Engineer.

WORK FORCE

The Contractor shall provide enough labor to cut every lot within a two (2) week period. Extension of time to complete each cutting cycle will not be permitted.

PAYMENT

The completed work shall be paid for at the contract unit prices. Payment shall be made on a monthly basis. The Contractor shall provide a monthly invoice itemizing all of the lots cut and dates and locations of lawn cutting in the month being billed.

TERMS

This contract shall be effective on the date signed, and shall automatically expire February 2014, unless mutually extended in writing by both parties.

It is understood and agreed that the contract may be cancelled by either party at any time, provided prior written notice is given to the other party.

QUESTIONS AND CLARIFICATIONS

All questions concerning this proposal may be addressed via email to:

Greg Meyring
Civil Engineer

Email: gmeyring@wyan.org

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

Sheri M. Sutherby-Fricke
Daniel E. Galeski
Ted Miciura Jr.
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

FILE #4634
LAWN CUTTING
FEBRUARY 10, 2014 – 2 PM

Commercial Grounds Services
P O Box 39854
Redford, MI 48239

\$152,772.00 bond

Frank's Landscaping
26204 Doxtater
Dearborn Heights, MI 48127

\$ 30,950.40 bond

RFC LLC
15040 Dumay
Southgate, MI 48195

\$ 34,176.00 check

cc ✓ Engineering

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 7, 2014

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the City Engineer in the following resolution.

A Resolution authorizing the acceptance of R.F.C. LLC's bid of \$34,176.00 for the Lawn Cutting services from Account No. 492-200-850.520 and Account No. 101-448-825-480.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke

Galeski

Miciura

Sabuda

Schultz

Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: *April 7, 2014*

AGENDA ITEM #

12

ITEM: Sale of the former 1116 3rd Street (30' x 100')

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 3-31-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property was purchased with TIFA Funds. Recommendation is as follow:

- Sell 22.50 feet to the adjacent property owner at 1110 3rd Street, Samantha Kassab, for the amount of \$1,125.00 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 52.50' x 100'.
- Sell 7.50 feet to the adjacent property owner at 1122 3rd Street, Michael and Robbin Hodge, for the amount of \$375.00 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 52.50' x 100'.

STRATEGIC PLAN/GOALS: Committed to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Approve Purchase Agreements to sell property to the adjacent property owners.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved, will schedule closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

Shupdale

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

Joseph R Peterson

LIST OF ATTACHMENTS: Sales Agreement, property map and Resolution for the Policy for the Sale of Non-Buildable Lots.

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

PURCHASE AGREEMENT

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

Wyandotte, Wayne County, Michigan, described as follows:
All of Lot 31 except the south 7.50 feet Baume Estate Subdivision, as recorded in Liber 39, Page 10 of Plats, Wayne County
Records being known as part of the former 1116 3rd Street, and to pay therefore the sum of One Thousand One Hundred Twenty-
Five & 00/100 (\$1,125.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any,
upon the following conditions;

**THE SALE TO BE CONSUMMATED BY
PROMISSORY NOTE/MORTGAGE SALE**

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of <u>\$1,125.00 plus closing costs to be determined at closing</u> shall be paid to the Seller when the above described property is sold, refinanced, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property and the adjacent property currently owned by Purchaser. Purchaser is responsible to pay for the recording costs of the mortgage and discharge of mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. Should this property or the property at <u>1110 3rd Street, Wyandotte, MI</u> be foreclosed on by any Financial or County Entity this property shall be returned to the Seller.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close. 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.
Purchaser's Default	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Seller's Default	
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____ If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
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 Broker is hereby authorized to make this offer and the deposit of N/A 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.

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: Contingent upon the following: 1. City Council approval, 2. Seller agrees, at closing, to combine this property with property currently owned by Purchaser known as 1110 3rd Street. 3. Purchaser will be responsible for closing fees including, but not limited, to engineering & tax mapping services of Wayne County in the amount of \$150.00, title premium and recording fees. Closing fees will be included into the Promissory Note/Mortgage amount. Further, a deed restriction will be placed on the deed which will indicate that if the property at 1110 3rd Street is foreclosed on by any entity the property being purchased under this Agreement will revert back to the City of Wyandotte. Property is being purchased in an "as is" condition.

☐ CHECK BOX IF CLOSING FEE OF \$200.00 IS TO BE PAID BY PURCHASER IS REQUIRED.

IN PRESENCE OF:




Samantha Kassab L.S.
Purchaser

L.S.
Purchaser

Address 1110 3rd Street, Wyandotte, MI 48192

Dated 3-19-14

Phone: 313-208-3414

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 3200 Biddle Ave., Wyandotte

Dated: _____

Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

Dated _____

L.S.
Purchaser

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

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET

William R. Look
Steven R. Makowski

WYANDOTTE, MICHIGAN 48192-5390
(734) 285-6500
FAX (734) 285-4160

Richard W. Look
(1912-1993)

OFFER TO PURCHASE REAL ESTATE

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

{ City
Xxxxxxxx of
Xxxxxxx

Wyandotte Wayne County, Michigan, described as follows:
the south 7.50 feet of Lot 31 Baumeys Estate Subdivision, as recorded in Liber 39, Page 10 of Plats WCR, being known as part of the part of the Former 1116 3rd Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit if any, now on the premises, and to pay therefore the sum of Three Hundred Seventy-Five Dollars and 00/100 (\$375.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY: Paragraph A

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

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

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

<p><i>Taxes and Prorated Items</i></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>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.</p> <p>8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p> <p>9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</p>
<p><i>Broker's Authorization</i></p>	

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

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

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

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

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

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

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

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 1122 3rd Street. 3. Purchaser is responsible for all closing fees including title premium, Wayne County Fee of \$150.00 and recording fees. Closing fees will be due at time of closing. 4. Property is being purchased in an "as is" condition.

☐ **CHECK BOX IF CLOSING FEE OF \$200.00 IS TO BE PAID BY PURCHASER IS REQUIRED.**

IN PRESENCE OF:

Marco [Signature]
[Signature]
RICHARD SAGE
Dated 3/24/14

[Signature] L. S.
Michael Hodge *Purchaser*
[Signature] L. S.
Robin M. Hodge *Purchaser*
Address 2501 Rubbins Drive, Howell Michigan 48843
Phone: 810-933-8017

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

Phone _____

By: _____
Seller

This is a co-operative sale on a _____ basis with _____

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

Joseph R. Peterson, Mayor L.S.

William R. Griggs, City Clerk L.S.
Address 3131 Biddle Avenue, Wyandotte

Dated: _____

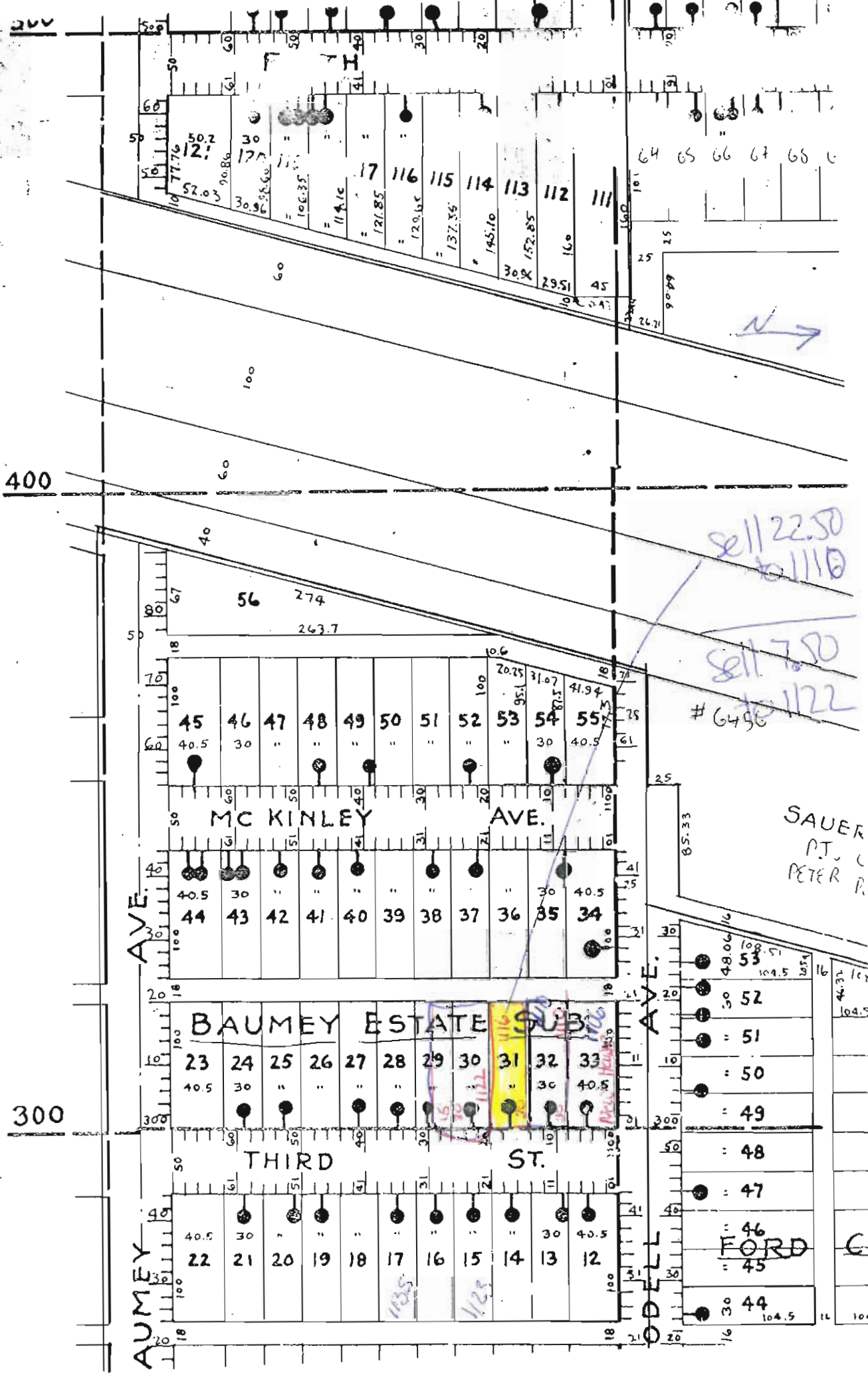
Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

Dated _____

Purchaser L. S.



400

300

AUMEY AVE.

MC KINLEY AVE.

BAUMEY ESTATE SUB

THIRD ST.

sell 22.50
1110

sell 7.50
1122
#6456

SAUER
PT. C
PETER P.

FORD

POLICY FOR THE SALE OF NON-BUILDABLE LOTS

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL

Todd M. Browning
James R. DeSana
Sheri M. Sutherby-Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

September 11, 2012.

JOSEPH R. PETERSON
MAYOR
RESOLUTION

Marjorie Griggs
2442-9th Street
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda
Supported by Councilman Todd M. Browning

RESOLVED by the City Council that the communication from Marjorie Griggs, 2442-9th Street, Wyandotte relative to the purchase of adjacent property is hereby received and placed on file. AND BE IT FURTHER RESOLVED that the City Engineer's office is directed to offer for sale all non-buildable lots at the cost of \$50.00 per front foot and to permit the purchase to be made by deferred payment. This resolution applies to any pending sales that have not yet closed.

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda Stec
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on September 10, 2012.

William R. Griggs
William R. Griggs
City Clerk

CC: City Engineer, City Assessor

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 7, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council approves the Purchase Agreement to sell the former 1116 3rd Street as follow:

- Sell 22.50 feet to the adjacent property owner at 1110 3rd Street, Samantha Kassab, for the amount of \$1,125.00; AND
- Sell 7.50 feet to the adjacent property owner at 1122 3rd Street, Michael and Robin Hodge, for the amount of \$375.00; 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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____