

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, OCTOBER 6TH, 2014 7: 00 PM
PRESIDING: THE HONORABLE MAYOR -PRO TEM LAWRENCE STEC
CHAIRPERSON OF THE EVENING: THE HONORABLE LEONARD SABUDA

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

PRESENTATIONS:

PRESENTATION OF BEAUTIFICATION AWARDS
BY THE WYANDOTTE
BEAUTIFICATION COMMISSION

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Kazimierz Szymczuk, Commander, PAVA Post 95 and Janina Witczak, President Ladies Aux. PAVA Post 95 regarding "PULASKI DAY" celebration to take place on Sunday, October 12, 2014 at 12:00 noon at Our Lady of Mount Carmel Church.
2. Communication from David Kowalski , Grand Knight, Knights of Columbus, Council # 13607 requesting permission to solicit on the corner of Eureka and Biddle on Friday, October 10, 2014 and Saturday, October 11, 2014 from 12:00 noon to 6:00 p.m. funds to be utilized for the MDA tootsie Roll Drive that is held each year.

PERSONS IN THE AUDIENCE:

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

3. Communication from the General Manager of Municipal Service responding to the request of the 9th Street residents between Oak and Superior as it pertains to street lights.

4. Communication from the Superintendent of Recreation submitting a Yack Arena Rental Contract for the John Paul II/St. Vincent Pallotti Spring Fling on May 1 & 2, 2015.

5. Communication from the Special Events Coordinator regarding the RHS Downriver Fanfare to be held October 7, 2014 at the Roosevelt High School.

6. Communication from the Special Event Coordinator relative to TRICK OR TREAT DOWNTOWN ON BIDDLE AVENUE FROM 6:00 P.M. TO 8:00 P.M. ON OCTOBER 24, 2014.

7. Communication from the Special Event Coordinator submitting the Zapplication Renewal Agreement.

8. Communication from the City Engineer submitting a Neighborhood Enterprise Zone (NEZ) for former 360-366 Chery/3535-4th Street now known as 364 Cherry.

9. Communication from the City Engineer relative to a leave of absence from a Department of Public Service.

10. Communication from the City Engineer submitting the 2014 Leaf Collection Schedule. Try to avoid parking in the street on your week; DO NOT PLACE ANY CORN STALKS, PUMPKINS OR GARDEN DEBRIS IN THE STREET DURING LEAF COLLECTION; THOSE ITEMS CAN BE RECYCLED AT THE DROP-OFF RECYCLING CENTER. The recycling hours are Monday through Friday 8:00 a.m. to 5:30 p.m. and Saturday, 8:00 a.m. to 4:00 p.m. and Sunday 12:00 p.m. to 4:00 p.m. CLOSED HOLIDAYS. THERE WILL BE EXTENDED HOURS DURING THE MONTH OF NOVEMBER with the center open until 6:00 p.m. on Saturday and open on Sunday at 10:00 a.m. and close at 4:00 p.m. (NOVEMBER ONLY).

CITIZENS PARTICIPATION:

HEARINGS:

SHOW CAUSE HEARING AS TO
WHY THE DWELLING AT
446 PINE STREET
WYANDOTTE, MICHIGAN
SHOULD NOT BE DEMOLISHED, REMOVED
OR OTHERWISE MADE SAFE

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 6, 2014
* 6:00 P.m. *
City Council Chambers
Vinewood Village
property owners
* * * * *
condo managers
* * * * *
Hud reps
meet with mayor +
Council To discuss
various issues

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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Lawrence S. Stec

September 23, 2014

RESOLUTION

Councilwoman Sheri M. Fricke
3200 Biddle Avenue
Wyandotte, Michigan 48192

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

RESOLVED by the City Council that regarding issues of the Wayne County Condo Sub Plan No. 877 (AKA Vinewood Village) (L43591 of Deeds P. 102-153) is hereby referred to the City Assessor to report it's findings back to Council in two (2) weeks; (October 6, 2014). AND FURTHER the Assessor is to meet and discuss all issues with Renee Tarnoski or any/all legal property owners. AND FURTHER the City Engineer is requested to contact all current residents and Board Officers of Vinewood Village to schedule a meeting at City Hall with all legal owners in two (2) weeks (October 6, 2014) at 6:00 p.m.; before Mayor and Council prior to the regular Council Meeting; AND FURTHER the City Engineer is to send invitations to Kramer Triad and a HUD Representative.

YEAS: Councilmembers Fricke Mieiura 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 September 22, 2014.

William R. Griggs
William R. Griggs
City Clerk

CC: City Assessor, City Engineer

PRESSENTATION

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

JOSEPH R. PETERSON
MAYOR

TO: William R. Griggs
City Clerk

FROM: Julie Sadlowski
Office of the Mayor & City Council

DATE: September 23, 2014

SUBJECT: Presentation at 10/6/14 Council Meeting

Monday, October 6, 2014

Presentation of Beautification Awards by the Wyandotte Beautification Commission

Please place this item at beginning of the agenda as you have so kindly done in the past. Feel free to contact me at Ext. 4544 if you have any questions.

Thank you.



WYANDOTTE CITY CLERK

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SEP 26 9:40
Polish Army Veterans Post 95

Stowarzyszenie Weteranów Armii Polskiej w Ameryce Placówka 95
2935 Eleventh Street Wyandotte, Michigan 48192 (734) 283-5330

September 25, 2014

Dear: Mayor And City Council

The Polish Army Veterans Association of America, Post 95 in Wyandotte, would like to take this opportunity to invite you in participating in honoring General Kazimierz (Casmir) Pulaski during "Pulaski Day".

The celebration will take place on Sunday, October 12, 2014, at 12 noon, at Our Lady of Mount Carmel Church. The Church is located at the corner of 10th Street and Superior in Wyandotte. Immediately following the church services, guests will congregate in the church parking lot, for a procession to Pulaski Park, where further ceremonies will be held. Pulaski Park is located on 12th Street, between Cedar and Walnut in Wyandotte.

We invite you to join us in celebrating this special hero.

P.S. Please let all parties know. Police, Fire, DPW. Departments

P.S.S. Please let the police department know that we need a police escort to Pulaski Park at 1:00 pm .at church services.

Sincerely,

Kazimierz Szymczuk
Commander, PAVA Post 95

Janina Witczak
President Ladies Aux. PAVA Post 95

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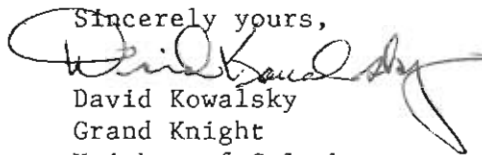
September 30, 2014

Mayor & City Councilmembers
3200 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor and Councilmembers:

We are requesting to solicit on the corner of Eureka and Biddle on Friday, October 10, 2014 and Saturday, October 11, 2014 from 12:00 noon to 6:00 p.m. The funds shall be used for the MDA Tootsie Roll Drive that we hold each year.

Sincerely yours,



David Kowalsky
Grand Knight
Knights of Columbus
Council # 13607

Municipal Service Commission
Michael Sadowski
Leslie G. Lupo
Gerald P. Cole
Robert K. Alderman
Bryan J. Hughes



Roderick J. Lesko
General Manager and Secretary
3200 Biddle Avenue, Suite 200
Wyandotte, MI. 48192-0658
Telephone: (734) 324-7100
Fax: (734) 324-7119



October 2, 2014

Mayor and City Council

3200 Biddle Avenue

Wyandotte, MI 48192

RE: Response to Letter from Bernadette Gosselin 2752 9th Street dated September 8, 2014 regarding Street Lighting on 9th Street between Oak and Superior Blvd

Dear Mayor and City Council:

I have reviewed the street lighting on 9th Street between Oak and Superior Blvd. as was requested and the following corrective actions were taken on Thursday, October 2, 2014:

- Tree Trimming – The existing light fixtures were partially blocked by tree branches which contributed to less light being delivered to the necessary areas. These branches were trimmed to allow all light from each fixture to be delivered unimpeded.
- Installation of LED bulbs – Each of the existing street lights was re-lamped with a LED bulb that will provide brighter light to the area than the existing bulbs.

I feel that these corrective actions will rectify the issues brought forth to your attention however I will continue to monitor the area and take further corrective action if necessary.

Sincerely,

Rod Lesko – General Manager
City of Wyandotte – Department of Municipal Services

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

September 23, 2014

RESOLUTION

Bernadette Gosselin
2752-9th Street
Wyandotte, Michigan 48192

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


RESOLVED by the City Council that the communication from Bernadette Gosselin, 2752-9th Street, Wyandotte, Michigan and others regarding the installation of additional street lights between Oak and Superior Blvd is hereby referred to the Department of Municipal Service for a review and report back in two (2) weeks.

YEAS: Councilmembers Fricke 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 September 22, 2014.


William R. Griggs
City Clerk

CC: Department of Municipal Service

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September 8, 2014

Mayor Joseph R. Peterson & City Councilmembers
3200 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor and City Councilmembers:

My neighbors and I are requesting to have additional street lights installed on 9th Street between Oak and Superior Blvd. I recently had a relative visiting my home one evening and upon leaving mentioned how PITCH DARK it was in front of my home. I told them it has been a dangerous problem for years.....

I have conducted a study involving adjacent streets and recorded the following information:
Three (3) street lights on 9th street between Oak and Superior Blvd
Seven (7) street lights on 10th street between Oak and Superior Blvd
Five (5) street lights on Electric street between Oak and Superior Blvd

As taxpaying citizens I feel we deserve the same opportunity for SAFE GUARDING our property as well as ourselves and families.

Please give consideration to this request for the additional installation of street lights on ninth street; between Oak and Superior Blvd.

Sincerely yours,



Bernadette Gosselin

2752-9th Street

Wyandotte, Michigan 48192

We the residents of 9th Street between Oak and Superior do request that additional street lights be erected on our street:

Christine C. Struter 2804-9th

Lucy Bly 2746 9th

Justine Mullin's 2734 9th

Judith Kuncantow 2796 9th

Jamie L. Kishi 2764 9th

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

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MEETING DATE: October 6th, 2014

AGENDA ITEM # _____

ITEM: Department of Recreation Yack Arena Rental Contract

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: On May 1 & 2, 2015, the John Paul II/St. Vincent Pallotti Spring Fling would like to return to the Yack Arena. This annual festival is sponsored by the St. Vincent Pallotti Parish for the benefit of John Paul II Elementary School. The festival is a family friendly event with games and activities for children, as well as Vegas games, live entertainment, etc. for the adults. This is a two day rental (Friday/Saturday) that generates revenue through fees associated with renting the building: arena, tables, chairs, kitchen, dumpster, advertising, and extra staffing.

STRATEGIC PLAN/GOALS: To provide the finest services and quality of life by hosting the 10th Annual Spring Fling and to generate revenue through the continued use of Yack Arena during the off-ice season.

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the attached contract for the 2015 Spring Fling.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: In 2014, this two day rental brought in a total revenue of \$4400.00 into account **101-000-654-020**

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shupdal*

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal Affairs

MAYOR'S RECOMMENDATION: *Lamm*

LIST OF ATTACHMENTS:

- 1) Copy of Arena Rental Contract
- 2) Copy of Harmless Agreement
- 3) Listing of Yack Arena Rental Fees

RESOLUTION:

Wyandotte, Michigan
Date: October 6th, 2014

RESOLUTION by Councilman _____

RESOLVED by the City Council that Council **CONCURS** with the recommendation of the Superintendent of Recreation in the following resolution.

Resolved by the City Council that Council hereby approves the Benjamin F. Yack Recreation Center Rental Contract in the amount of \$1,300.00 per day including any extra associated rental costs, payable in full upon completion of the event as stipulated in the Contract, for the John Paul II Catholic School Spring Fling Festival to be held at the Benjamin F. Yack Recreation Center on May 1 & 2, 2015. **AND BE IT FURTHER RESOLVED** that Council hereby authorizes the Mayor and City Clerk to sign said contract.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

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

BENJAMIN F. YACK RECREATION CENTER RENTAL CONTRACT
City of Wyandotte, Michigan

This permit, granted this _____ day of _____ 20___, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to John Paul II Catholic School/St. Vincent Pallotti, hereinafter called the "**Permittee**."

Witnesseth:

In consideration of the fees and covenants hereinafter expressed, the Owner has agreed to grant and hereby does grant a Permit to the Permittee and Permittee has agreed to accept and hereby does accept the Permit for the use of the Benjamin F. Yack Recreation Center, hereinafter called the "Building", located 3131 Third Street in the City of Wyandotte, Michigan on the following terms and conditions:

(1) This permit shall prevail in accordance with the following schedule:

Spring Fling May 1 & 2, 2015

Building Rental is \$1,300.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with **General Conditions** Item 5 – A.
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Owner.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- **\$250 Security Deposit** is non-refundable in case of cancellation by Permittee.
Security Deposit to accompany this Contract.
- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,300.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz **Spring Fling May 1 & 2, 2015**

(4) In further consideration of the fees and covenants herein expressed, the Owner agrees to furnish the following without additional charge to Permittee:

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.

- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations:

- A. Permittee shall assume all risk of operation and shall indemnify Owner for any loss or damage occasioned to Owner or to any person or property, caused by any act of Permittee, its agents or employees in the use of any of the premises by Permittee, its agents or employees in the conduct of Permittee's business. Permittee shall procure at its own cost and expense Workmen's Compensation as required by law and such public liability and property damage insurance as will protect Permittee, Owner and its officers and employees from any claims for damage to property, including Owner's property, and for personal injuries, including death, which may arise from the use of the premises by Permittee. A duplicate copy of all insurance policies or certificates of insurance must be furnished Owner with the premiums paid before the start of any operations by Permittee. All policies shall be subject to the approval of Owners for adequacy and form of protection and name owner as an additional insured party. All policies shall contain an endorsement providing for furnishing owner ten (10) days written notice of termination of insurance for any cause.

Permittee shall provide insurance ***at least 30 days in advance of the event*** as follows, ***naming the City of Wyandotte as Additional Insured:***

- A. **Workmen's Compensation Insurance as required by the laws of the State of Michigan;**
- B. **Public Liability with a minimum of \$ 1,000,000.00 for each occurrence;**
- C. **Property Damage with a minimum of \$ 1,000,000.00 for each occurrence;**
- D. **Dram Shop and Alcohol Liability coverage with minimum of \$1,000,000.00.**

- B. The Permittee shall Indemnify and save harmless the Owner from and against all claims, suits, actions and damages, and/ or causes of action arising during the period of use and occupancy by the Permittee and for the term of this Permit for any personal injury, loss of life and/or damages to property, including Owner's property, sustained in or about the premises or that portion of the Building and improvements thereof, or appurtenances thereto, used by the Permittee, occurring during such time as the Permittee may be using or renting said premises, and from and against all costs, legal fees, expenses and liabilities in and about any such claim or the defense of any action or proceedings thereon, and from and against any order, judgment and/or decrees which may be entered therein when any of the aforesaid are caused or occasioned by negligence of the Permittee, its agents sub-contractors or employees, or persons attending the Building by reason of the use thereof by the Permittee.
- C. Permittee agrees not to use nor to permit any person to use in any manner whatsoever that part of the premises used by Permittee in its operations hereunder for any illegal purpose or for any purpose in violation of any Federal, State or municipal law, ordinance, rule, order or regulation or of any reasonable rule or regulation of Owner now in effect or hereafter enacted or adopted and will protect, indemnify and forever save and keep harmless Owner and the individual representatives thereof and their agents from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, reasonable rule, order or regulation occasioned by any act, neglect or omission of Permittee, or any employee, person or occupant in Permittee's employ or control for the time being on said premises and engaged in the Permittee's operations hereunder.
- D. The Permittee agrees to furnish a sufficient number of ushers, ticket takers, special policemen, doorkeepers or other employees to properly handle and supervise the conduct of all persons in attendance at functions conducted by the Permittee, and to adopt, promulgate and enforce rules and regulations governing the conduct of such attendants. It is further understood and agreed that such attendants shall for all purposes be the agents of the Permittee.
- E. The Permittee shall furnish all service required to conduct its business in the Building. In the event of any violation or in case Owner or its authorized representative shall deem any conduct on the part of Permittee or any person or occupant on Permittee's employ or control for the time being on the premises (and engaged in the operation thereof) to be objectionable or improper, the responsibility for such conduct shall be deemed prima facie to be that of the Permittee. Permittee will, at the written request of Owner or its

- authorized representative, have removed from the premises any employee whom owner or its representative consider detrimental to the best interests of Owner or the public using the Premises.
- F. The Permittee agrees not to assign, transfer, convey, sublet or otherwise dispose of this Permit or its right, title or interest therein, to any other person, company or corporation without the previous consent in writing of the Owner.
 - G. The Permittee shall have the complete control of so much of the premises exclusively granted to it during the periods aforesaid, and of admission to the portion of such premises during such periods subject to the requirements of any City Ordinances or State Laws including the Yack Arena Rules and Regulations.
 - H. The Permittee agrees to conform to the Rules and Regulations of the Yack Arena for the use of said premises in effect when this Permit is granted or hereafter enacted or adopted, and a copy of any such Rules and Regulations in effect at the signing of this Permit shall become a part hereof.
 - I. Upon the breach of any term, covenant or condition of this Permit, or of any rule or regulation governing the use of the premises, this Permit, at the option of the Owner, upon notice to the Permittee, shall terminate with the same force and effect as if the original term has come to an end.
 - J. Upon termination of this Permit or its prior cancellation, Permittee shall remove from the premises such property and equipment as Permittee may have provided for its operations. In the event that the Permittee fails to vacate the premises upon such termination, the Owner may, in its discretion, remove from the premises at the expense of the Permittee, all goods, wares and merchandise, and property of any and all kinds and descriptions which may then be occupying the portion of the Building on which the Permit has terminated and Owner shall not be liable for any damages or loss of such goods, wares, merchandise or other property which may be sustained either by reason of such removal or of the place to which it may be removed, and Owner is hereby expressly released from any and all such claims for damages of whatsoever kind or nature.
 - K. The Owner may terminate any assignment of space to Permittee if, in the judgment of the owner the occupancy or entertainment would in any respect be detrimental to the best interests of the City of Wyandotte or the Yack Arena. The City of Wyandotte shall not be responsible for any loss or damage occasioned to Permittee, its agents, and employees or other by reason of such termination.
 - L. Notwithstanding anything in this Permit contained, it is further mutually agreed that in the event of any default, non-performance or breach of the provisions of this permit on the part of the Owner, the liability of the Owner therefore shall be and is hereby limited solely to the repayment of the amount of the fee or portion thereof paid by the Permittee for the particular day, occasion or time when said default, non-performance or breach occurs.
 - M. It is agreed that the premises may be inspected at any time by authorized representatives of the Owner, or by a representative of the Department of Health, Fire Department, and Police Department, Department of Buildings and Safety Engineering and any other law enforcing agencies. Permittee shall obtain at its own cost and expense such licenses and permits as may be required by law to conduct its business in the building. Permittee agrees that if notified by the Owner, or its representatives, that the condition of any part of the premises occupied by Permittee of the facilities thereof is unsatisfactory; it will immediately remedy the condition.
 - N. Permittee hereby waives any and all claims for compensation for any and all losses or damage sustained by reason of any lawful action by any public agency or official in the exercise of this Permit. Any such action shall not relieve Permittee from any obligation hereunder, even if it may result in an interruption of Permittee's activities.
 - O. Permittee shall not make any alterations in the premises without written approval of the Owner.
 - P. Permittee shall not conduct within or upon said premises any other operations except those herein described. Permittee agrees not to interfere with any other Permittee of Owner or any employee's of any other Permittee.
 - Q. Permittee acknowledges that Owner has not made or caused to be made any representations of any nature whatsoever in connection with this Permit except as herein stated, and in particular has made no representations dealing with such matters as anticipated revenue to Permittee or related issues. Permittee acknowledges that it has accepted this Permit as the result solely of its own business judgment and not as a result of any representations whatsoever, direct or indirect made by Owner, its agents or employees, except as herein stated.
 - R. Permittee shall not advertise any of its activities in the Building in any manner objectionable to the Owner.

- S. Permittee agrees not to discriminate in its use of the premises among law-abiding members of the public.
- T. The policy of the Owner is to serve the public in the best possible manner and Permittee agrees that both it and its employee's and agents shall at all times cooperate to this end.
- U. No decorations shall be placed in or on the Building, walls or corridors, nor shall any advertising signs be supported by nails, tack, screws or adhesive tape on walls or woodwork, without the consent and approval of the Owner and all decorations, sets, scenery or other properties shall be of flame-proofed material and conform with requirements of the Fire Department.
- V. The custodian of the Building, watchmen and maintenance crew of the Owner shall have free access at all times to all space occupied by Permittee.
- W. The premises shall be accepted by Permittee as is and the cost of any additional equipment and fixtures shall be the responsibility of the Permittee.
- X. If the time of Owner's employees is required by the Permittee in the exercise of this Permit, other than as specified herein, it shall be paid for by the Permittee at rates then in effect.
- Y. Except as provided for by Owner, this Permit does not authorize Permittee to furnish liquid refreshments or food in any part of the Building, or to operate checkrooms or other concessions.
- Z. The Owner shall not be responsible for payment of any Federal, State or local taxes, nor for any loss by theft or otherwise, damage by accident, fire, riot or strike, action of the elements or any other damage to machinery, equipment, paraphernalia, costumes, clothing, trunks, exhibit material, scenery, music, musical instruments or cases for same, and other property of the Permittee or its agents or employees or the patrons of the Permittee.
- AA. Should the premises or any part thereof be destroyed or injured by fire or the elements, mob, riot, war or civil commotion, or any part of the premises be interfered with by strikes or other causes, prior to or during the time for which the use of said premises is granted, the Owner may, in the exercise of its discretion, terminate the Permit, in which event the Owner shall return to the Permittee any payments that have been made for the period of the permit prevented or interrupted and the Permittee hereby expressly waives any claim for damage or compensation should the Permit be so terminated. The Owner shall in no way be liable for any personal property or other damage, inconvenience or intervention to the Permittee arising from or on account of strikes, lockouts or other labor difficulties, or any force majeure event.
- BB. Amounts and contents of Permittee's display of advertising material at the Building shall be at the discretion of the Owner or its authorized representative.
- CC. The Permittee further agrees to turn the demised premises back to the Owner in the same condition as when it first occupied same, natural wear and tear excepted. Permittee is responsible to immediately reimburse owner for any damages caused to the premises.
- DD. Should any questions arise as to the proper interpretation of the terms and conditions of this Permit, the decision of the Owner shall be final.
- EE. It is expressly understood and agreed by between the parties hereto that the Employees, Representatives, Recreation Commissioners, and the Owners and its officers and agents are acting in a representative capacity and not for their own benefit and that neither the Permittee nor any occupant of the demised premises shall have any claim against them collectively or individually in any event whatsoever.
- FF. All notices and orders given to the Permittee may be served by mailing the same to the Permittee at the address hereinbefore set forth or by delivering a copy thereof to the Permittee in person, or by leaving it at its place of business in the demised premises with any person then in charge of the same.
- GG. All rights remedies of the Owner shall be cumulative and none shall exclude any other right or remedy allowed by law.
- HH. There are not agreements not expressly covered herein, and nothing is included unless specified.
- II. Inspection of Building will occur prior to the rental, with a complete report of condition of building taken into account.
- JJ. Permittee shall execute an agreement which indemnifies and holds the City of Wyandotte, its officers, agents and employees harmless from all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damages to any property owned by the City of Wyandotte or others arising out of Permittee's use of the Yack Arena.
- KK. Permittee, its members, agents, employees, independent contractors and volunteers promise to comply with all state laws, regulations, and local ordinances with regards to their use of the Yack Arena. If it becomes

necessary for the owner to commence legal proceedings against Permittee to enforce the terms of the permit of the General Conditions, Permittee shall be responsible to fully reimburse owner all of owner's attorney fees and court costs.

- LL. Permittee shall abide by the Wayne County Clean Indoor Air Regulation as amended, which was originally adopted on March 17, 2005, and requires Wayne County (excluding the City of Detroit) public and private worksites to create and implement a smoke-free policy that prohibits smoking in enclosed areas. Public Health Code, Act 368 states in MCL333, Section 12605, a smoking area may be designated by the state or local government agencies or the person who owns or operates a public place except in a public building in which smoking is prohibited by law.

In Witness Whereof, the parties hereto have caused these presents to be signed by their duly authorized officers, the day and year first above written.

PERMITTEE: John Paul II Catholic School/St. Vincent Pallotti
The undersigned represents he/she is authorized to sign this agreement on behalf of the Permittee

OWNER: CITY OF WYANDOTTE,
a municipal corporation of the State of Michigan

By

By

Signature

Mayor Joseph Peterson

Printed Name

City Clerk William R. Griggs

Title or Position If signing
on behalf of the Permittee

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.

Name

William R. Griggs
Department of Legal Affairs

YACK ARENA HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to: **John Paul II Catholic School/St. Vincent Pallotti** for the use of the Yack Arena on the following date/dates: **Spring Fling May 1 & 2, 2015**, the undersigned hereby assumes all risk and liability relating to the use of the Yack Arena, and agrees to hold harmless and indemnify the City of Wyandotte, its officers, agents, and employees from any and all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or to property of others arising out of the said use of the Yack Arena, except that the undersigned shall not be liable for any damages, claims for liability that are solely due to the negligence of the City of Wyandotte, its agents and employees or from the existence of a dangerous or defective condition of the Yack Arena.

Except as set forth above, the undersigned further does hereby indemnify, remise, release and forever discharge the City of Wyandotte, its officers, agents and employees from any and all claims, demand, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from Permittee's use of the Yack Arena. Furthermore, Permittee will abide by the **NO SMOKING POLICY** during the rental of the Yack Arena.

In addition, the undersigned hereby affirms that there are no violations from a city, county, state or federal agency pending pertaining to your organization/event.

Agreed to this _____ day of _____, 20 ____.

The undersigned represents he/she is authorized to sign this agreement on behalf of the Permittee.

EVENT INFORMATION - PRINT

Contact Person _____

Address _____

City, State, Zip _____

Home Phone # _____

Cell Phone # _____

Fax # _____

Signature _____

Title or Position _____

if signing on behalf
of the Permittee

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.

Name _____

Department of Legal Affairs

BENJAMIN F. YACK RECREATION CENTER

WYANDOTTE
RECREATION
DEPARTMENT



2015 Associated Rental Cost

A **four-wall policy** will be used which includes normal electric, water and air-conditioning usage, two meeting rooms, four restrooms, storage rooms, ticket office, sound system, staging with risers, arena supervision and normal building and restroom custodial services (once per day) along with free parking. (Note: All debris must be removed from table tops and chairs stacked on table top each evening for cleaning).

The **Arena Rental Fee** will be **\$1,300.00 per day**. The Four-Wall Policy includes in this one-day for set up and one day for break-down from 8 AM to 5 PM on non-holidays.

Additional day for set-up or take down non-holiday	\$500 per day
Additional day for set-up or take down on holiday	\$1,000 per day
Per hour rate for any time after 5 p.m. or on a holiday	\$100 per hour

Additional Rental Fees:

Kitchen/Concession Area	\$320 per day
Trash Removal (per dumpster)	\$35 per dumpster
Additional Electrical 110 electric drop	\$15 per drop
Additional Electrical 220 electrical drop	\$30 per drop
Table Rental	\$5 each
Table Rental & set-up	\$6 each
Chair Rental	\$1 each
Chair Rental & set-up	\$1.25 each
Bleacher – pull out	\$100
Pipe and drape set-up	\$3 per section

Other Services may be available. These would be at a per hour rate determined by the event:

- Additional set up and breakdown service - TBA
- Additional matrons and supervisor services - \$15 per hour
- Ticket seller and usher service - TBA
- Total clean up service - TBA

ELECTRONIC SIGNS:

YACK ARENA (3RD & EUREKA)

There is no fee for basic event information on the Yack Arena sign. This service is included in the rental.

D.D.A. (FORT STREET & EUREKA AVENUE)

If you wish to have your information, graphics and logo displayed (static) on the changeable sign at **Fort Street & Eureka** before your event, please fill out an application at the Customer Assistance Department located on the lower floor of City Hall or print a form from Wyandotte.net and return the application and applicable fee to the Customer Assistance Department located on the lower floor of City Hall. Advertising fee is \$10 per week, 4 week maximum advertising. Please allow adequate time for sign data input.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

5

MEETING DATE: October 6th 2014

AGENDA ITEM # _____

ITEM: Special Event Application – RHS Downriver Fanfare

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: The Roosevelt High School Downriver Fanfare event will be held October 7th here in the City of Wyandotte. The group would like to request the following items from the times of 4 pm to 10 pm, October 7th 2014:

- a. Permission to close Maple Street between 5th and 7th Streets
- b. Permission to close 5th Street from Eureka to Maple
- c. Permission to close the alley behind the Auto Shop
- d. Overflow parking to use the Chase Bank parking lot located next to the Yack Arena

This event has been reviewed and approved by the Police Chief, Fire Chief, Recreation Superintendent and DPS Superintendent pending the signing of a hold harmless agreement by the School District representative. It is also requested that there be access for emergency vehicles available on the above listed streets and alleys.

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 October 7th.

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. Dunsdal*

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

MAYOR'S RECOMMENDATION:

Laura S. At

LIST OF ATTACHMENTS

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: October 6th 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 October 7th 2014.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

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



Roosevelt High School
Instrumental Music Department



540 Eureka Rd., Wyandotte, MI 48192
Phone (734) 759-5236
Fax (734) 759-5009
dangem@wy.k12.mi.us

DOWNRIVER FANFARE '14

September 25, 2014

Honorable Mayor Joe Peterson
and Wyandotte City Council
Wyandotte City Hall
3200 Biddle Avenue
Wyandotte, MI 48192

Re: 10th Annual Downriver Fanfare
Street Block Request

Greetings:

The Wyandotte Music Boosters will host the 10th Annual Downriver Fanfare, a high school marching band showcase on Tuesday, October 7, 2014 at Roosevelt High School. We presently have nine high school marching bands and one college marching band participating in this event.

In order to accommodate the movement of the bands from their warm-up areas to the football field, we hereby request that Maple Street between 5th and 7th Streets and also 5th Street from Eureka to Maple Street, be blocked so as to allow these bands easy access to the RHS gym parking lot off Maple Street. We would also request that the alley directly behind the auto shop of the high school be blocked from public use. The use of the street and the alley blocking would begin at approximately 4:00 pm and end at approximately 10:00 pm.

Please feel free to contact the Downriver Fanfare Co- Chairpersons, Ann Marie Dajos or Phillip Dajos with any questions.

Mark A. D'Angelo
Instrumental Music Director
Roosevelt High School
Phone: (734)759-5236
E-Mail: dangem@wy.k12.mi.us

Ann Marie Dajos/Phillip Dajos
Downriver Fanfare Co- Chairperson
Phone: (734) 748-1349
E-Mail: annmariedajos@yahoo.com

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

6

MEETING DATE: October 6th 2014

AGENDA ITEM # _____

ITEM: Trick or Treat Downtown Wyandotte

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: The Downtown Development Authority and my office are currently planning the 2014 Trick or Treat Event scheduled for October 24th 2014 from 6 to 8 pm. This event was previously organized by the Wyandotte Business Association, but will now be organized by my office in coordination with the DDA Office. We are asking permission to utilize city property and sidewalks downtown Biddle Avenue for this special event.

We appreciate your consideration in this proposal and support of special event programming in the City of Wyandotte.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

Funds to be taken from the 2014 Special Event Misc. Account as well as the DDA Expense Account.

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: N/A

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS:

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 29th 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 contract use of city sidewalks/property on October 24th 2014 as outlined in the provided communication dated October 6th, 2014, to be paid from the Special Event Misc. Account as well as DDA Expense Accounts.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

7

MEETING DATE: October 6th 2014

AGENDA ITEM # _____

ITEM: Zapplication Renewal Agreement

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you are aware, the Special Event Office is in the process of organizing the 2015 Wyandotte Street Art Fair. Please find the attached contract renewal agreement for ZAPPLICATION for the 2015 Wyandotte Street Art Fair. We had a major increase in artist applications for the 2010 through 2014 shows and feel that the online application process will continue to develop and promote our show for the future.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

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

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *S. Dunsdale*

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

MAYOR'S RECOMMENDATION: *Laura L. A.*

LIST OF ATTACHMENTS

Zapplication Renewal Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 6th 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 authorizing the approval of the Zapplication Renewal Agreement and that the Mayor and City Clerk be and hereby are directed to indorse said agreement and forward to the Special Events Coordinator.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

**ATTACHMENT 1
CLIENT INFORMATION FORM**

ZAPP, LLC | 1743 Wazee Street Suite 300 | Denver, CO 80202 | P (303) 629.1166 | F (303) 629.9717 | www.zapplication.org

Event Information (the "Show")

Name of Event: Wyandotte Street Art Fair	
Event Start Date: July 8 2015	Event End Date: July 11 2015
Open Application Date: Nov. 3rd 2015	Application Deadline: FEB 16th
Jury Dates: Feb 16 - 20th	Application Fee:
Website: wyandottestreetartfair.org	Number of applications collected last year: 90

Contact Information

Contact 1: Individual who will administer the event in the ZAPP system or main point of contact

Name	Heather A. Thiede
Organization	City of Wyandotte; Special Event Office
Email	hthiede@wyoa.org
Phone	734-324-4502
Mailing Address (no PO Boxes)	2624 Biddle Ave. Wyandotte, MI. 48192
Remittance Address (if different)	-

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

Name	-
Organization	-
Email	-
Phone	-
Mailing Address	-
Remittance Address (if different)	-

Fee Payment Schedule

Automatically deduct from revenue

Payment up front by credit card*

Payment up front by check*

*Payment must be received by ZAPP team before event can be activated.

ZAPP USE ONLY

Fee Type	Amount	Payment	Notes
Setup		received/auto/Invoice/N/A	
Application		received/auto/Invoice/N/A	
Image Management		received/auto/Invoice/N/A	
Per App/Image		received/auto/Invoice/N/A	
Multiple		received/auto/Invoice/N/A	
Equipment		received/auto/invoice/N/A	
Shlpping		received/auto/invoice/N/A	
Tech Assistance		received/auto/invoice/N/A	

ZAPP® SERVICE RENEWAL AGREEMENT–Small Show



ZAPP Software, LLC | 1743 Wazee Street Suite 300 | Denver, CO 80202 |
 P (303) 629.1166 | F (303) 629.9717 | www.zappapplication.org

This **Renewal Agreement** ("Agreement") is dated 9-24, 2014 ("Effective Date") and entered into between **ZAPP Software, LLC**, a Colorado limited liability company ("**ZAPP**"), and the client identified in the signature block of this Agreement ("**Client**"), for the renewal of Client's term under the original ZAPP Service Agreement dated 9-24, 2014 between ZAPP and Client (the "Service Agreement"), as follows:

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

Access Term: _____ 20__ to _____ 20__

Use fees:

Application module

0-150 applications received: \$1,000.00 (base fee–includes online jury) **OR**
 151+ applications received: \$6.75 per application (includes online jury)

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

Projected jury image management module: \$1,500.00

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

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

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

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

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

Client	ZAPP
Incorporated in (state): <u>City of Wyandotte</u>	ZAPP Software, LLC a Colorado limited liability company
Date: <u>9-24-2014.</u>	Date:
Signature:	Signature:
Printed:	Printed:
Title:	Title:
Address:	ZAPP Manager 1743 Wazee Street, Suite 300 Denver, CO 80202

ATTACHMENT 4 FINANCIAL TRANSACTION SERVICE

Client agrees to accept and pay for the following services from ZAPP for the collection and processing of payments with respect to its Show(s) as set forth in this Attachment (the "**financial transaction services**") and ZAPP agrees to provide the financial transaction services to Client with respect to Client's Show(s) as set forth in this Attachment. Undefined terms used in this Attachment have the meaning given to them in the ZAPP® Service Agreement (to which this Attachment is attached) (the "**Agreement**").

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

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

3. Agent Only. ZAPP is acting as Client's limited agent in collecting Eligible Artist Payments and has no obligation to undertake any effort to collect Eligible Artist Payments other than, as part of the Service, to create and maintain protocols which are standard in the industry for the collection of credit card payments through web based software and, subject to the terms of this Attachment, to remit to Client all such payments which are captured through such protocols.

4. Term of Agency. ZAPP shall act as Client's limited collection agent for the Term and, thereafter, only as agreed to between ZAPP and Client.

5. Ultimate Collection Not Guaranteed. ZAPP promises to act in a commercially reasonable manner in acting as Client's limited collection agent and makes no promise, representation or warranty of collection or the collection of any actual Eligible Artist Payment or any specific amount of such payments.

6. Charge Backs. If an Eligible Artist Payment is credited to the Designated Merchant Account and later, through no fault of ZAPP, the credit is reversed or a charge is made to the Designated Merchant Account because a previous credit for an Eligible Artist Payment is disallowed (a "**Charge Back**"), then ZAPP shall have no obligation to remit the involved Artist Eligible Payment to Client or, if previously remitted to Client, shall have the right to charge future remittances due to Client in the amount of the involved Charge Back or, if no further remittances are due Client, to charge Client for the amount of the involved Charge Back, which amount shall then be due and payable as other Fees are due and payable under the Agreement.

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

8. Financial Transaction Service Fees. For its services in acting as Client's limited collection agent for Eligible Artist Payments, ZAPP shall be entitled to charge Client and withhold from remittances of Eligible Artist Payments an amount equal to two and 95/100th percent (2.95%) of all Eligible Artist Payments (the "**ZAPP percentage fee**"), plus \$0.30 for each electronic payment transaction ("**ZAPP per transaction fee**") processed by ZAPP through the Service (the "**Financial Transaction Service Fee**"). The Financial Transaction Service Fee is inclusive of per-transaction and percentage fees charged by the financial institutions and third-party payment service providers providing the Designated Merchant Account, except to the extent that any financial institutions or third-party payment service providers providing the Designated Merchant Account increases its per-transaction fee to ZAPP or increases any service charge or merchant fee which is a function of the amount of collected payments (a "**percentage fee**") after the date of the Agreement, then the amount of such increased per-transaction fee over the per transaction fee paid by ZAPP on the date of the Agreement

shall be added to the ZAPP per transaction fee and the increased percentage fee over the percentage fees incurred by ZAPP as of the date of the Agreement shall be charged to Client by ZAPP adding those increased percentage fees to the ZAPP percentage fee. ALL FEES, INCLUDING THE FINANCIAL TRANSACTION SERVICE FEE, DUE TO ZAPP SHALL BE SET OFF BY ZAPP AGAINST THE ELIGIBLE ARTIST PAYMENTS COLLECTED BY ZAPP AND IF NOT SET OFF AGAINST SUCH PAYMENTS SHALL BE DUE AND PAYABLE FROM CLIENT TO ZAPP AS OTHER FEES ARE DUE AND PAYABLE UNDER THE AGREEMENT.

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

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

⑧

MEETING DATE: October 6, 2014

AGENDA ITEM #

ITEM: Neighborhood Enterprise Zone (NEZ) for former 360-366 Cherry/3535 4th Street now known as 364 Cherry, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 10-1-14

BACKGROUND: This property was listed for sale in accordance with the City's specifications for Build a Future in Wyandotte. City Council approved the sale of this property on September 29, 2014, the Purchasers, Mr. and Mrs. Ferraiuolo are requesting Your Honorable Body support issuing a Neighborhood Enterprise Zone (NEZ) exemption certificate for the home being construction on this lot. This request is consistent with the Resolution adopted December 7, 1992.

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

ACTION REQUESTED: Adopt a resolution concurring with recommendation to approve the NEZ application subject to the proper application materials being submitted to the City and the project's compliance with the NEZ Act, Act 147 of 1992, as amended.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Forward Resolution to and application to Michigan Department of Treasurer

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

Duydal

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

Y/G

LIST OF ATTACHMENTS: Resolution Establishing NEZ Zone
Application for Neighborhood Enterprise Zone Certificate

City of Wyandotte Michigan

NEZ

3131 BIDDLE AVENUE 48192

(313) 246-4440

FAX: 246-4519 Administration

FAX: 246-4498 Clerk's Office

JAMES R. DESANA, MAYOR

OFFICIALS

WILLIAM R. GRIGGS

CITY CLERK

ANDREW A. SWIECKI

CITY TREASURER

CHARLES F. BOSMAN

CITY ASSESSOR

COUNCIL

RICHARD T. KELLY
JOHNNY A. KOLAKOWSKI
SAM A. PALAMARA
MARK A. PARYASKI
HELEN M. SAWICKI
MARTIN J. SPIMKUS

December 8, 1992

Peter J. McInerney
Director of Community Development
City of Wyandotte

RESOLUTION

By Councilperson Sam A. Palamara
Supported by Councilperson Mark A. Paryaski

RESOLVED by the City Council that WHEREAS, pursuant to Act No. 147 of the Public Acts of 1992, the City of Wyandotte is authorized to provide for the creation of neighborhood enterprise zones; and WHEREAS, the Act requires that the Council hold a public hearing not later than 45 days after the Clerk notifies the Assessor and each taxing unit that levies ad valorem property taxes in a proposed zone; and WHEREAS, the Clerk notified each taxing unit by October 7, 1992 of the public hearing scheduled for November 16, 1992 and such hearing was held; and WHEREAS on July 6, 1987, the City of Wyandotte adopted Ordinance No. 820 requiring the registration, inspection and Certificates of Compliance for all rental dwellings; and WHEREAS, on March 21, 1988, the City of Wyandotte adopted Ordinance No. 840 requiring the inspection and Certificates of Approval for building code compliance of all one and two family dwellings prior to sale or transfer in the City of Wyandotte; NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Council acknowledges receipt of the Assessor's report stating the amount of the true cash value of the property located within each proposed neighborhood enterprise zone as follows: Zone No. 1 - \$10,797,680.00; Zone No. 2 - \$8,063,980.00; Zone No. 3 - \$9,141,140.00
2. The Council hereby finds that proposed Zone Nos. 1 and 2 are both consistent with the Master Plan for Future Land Use - Southeast Neighborhood, as revised on December 17, 1987; and that said Zone Nos. 1 and 2 are consistent with the City's neighborhood preservation and economic development goals for the McKinley School Area.
3. The Council hereby finds that proposed Zone No. 3 is consistent with current efforts to revise the Master Plan for Future Land Use - Garfield School Area as approved by the City Council on March 2, 1992; and that said Zone No. 3 is consistent with the City's neighborhood preservation and economic development goals for that portion of the Garfield School Area.

4. The Council hereby states that the City's goal for residential areas is as set forth in the Master Plan for Future Land Use, as revised on December 17, 1987, which states "Preserve and continuously improve the residential area and provide for a cross section of high quality housing suitable for all segments of population while maintaining emphasis on the single-family home."

5. The Council hereby designates Neighborhood Enterprise Zone No. 1 for both new and rehabilitated facilities as that area described in Attachment "A" hereto which area consists of approximately 62.203 acres and which includes the following properties which were inadvertently omitted from the Notice of Hearing approved by the Council on October 5, 1992: Lots 1, 2, 3 and 4 plus 20 ft. alley, and Lots 12 and 13, Block 111, Plat of Blocks 111 and 132, Liber 1, Page 305, Wayne County Records.

6. The Council hereby designates Neighborhood Enterprise Zone No. 2 for both new and rehabilitated facilities as that area described in Attachment "B" hereto which area consists of approximately 51.320 acres and which includes the following properties which were inadvertently omitted from the Notice of Hearing approved by the Council on October 5, 1992: Lots 15 and 16, Block 12 "Garfield Place" Liber 14, Page 80, Wayne County Records.

7. The Council hereby designates Neighborhood Enterprise Zone No. 3 for both new and rehabilitated facilities as that area described in Attachment "C" hereto which area consists of approximately 38.054 acres.

8. The Mayor and Clerk are hereby authorized to execute the necessary documents and to notify the State Tax Commission of the passage of this resolution.

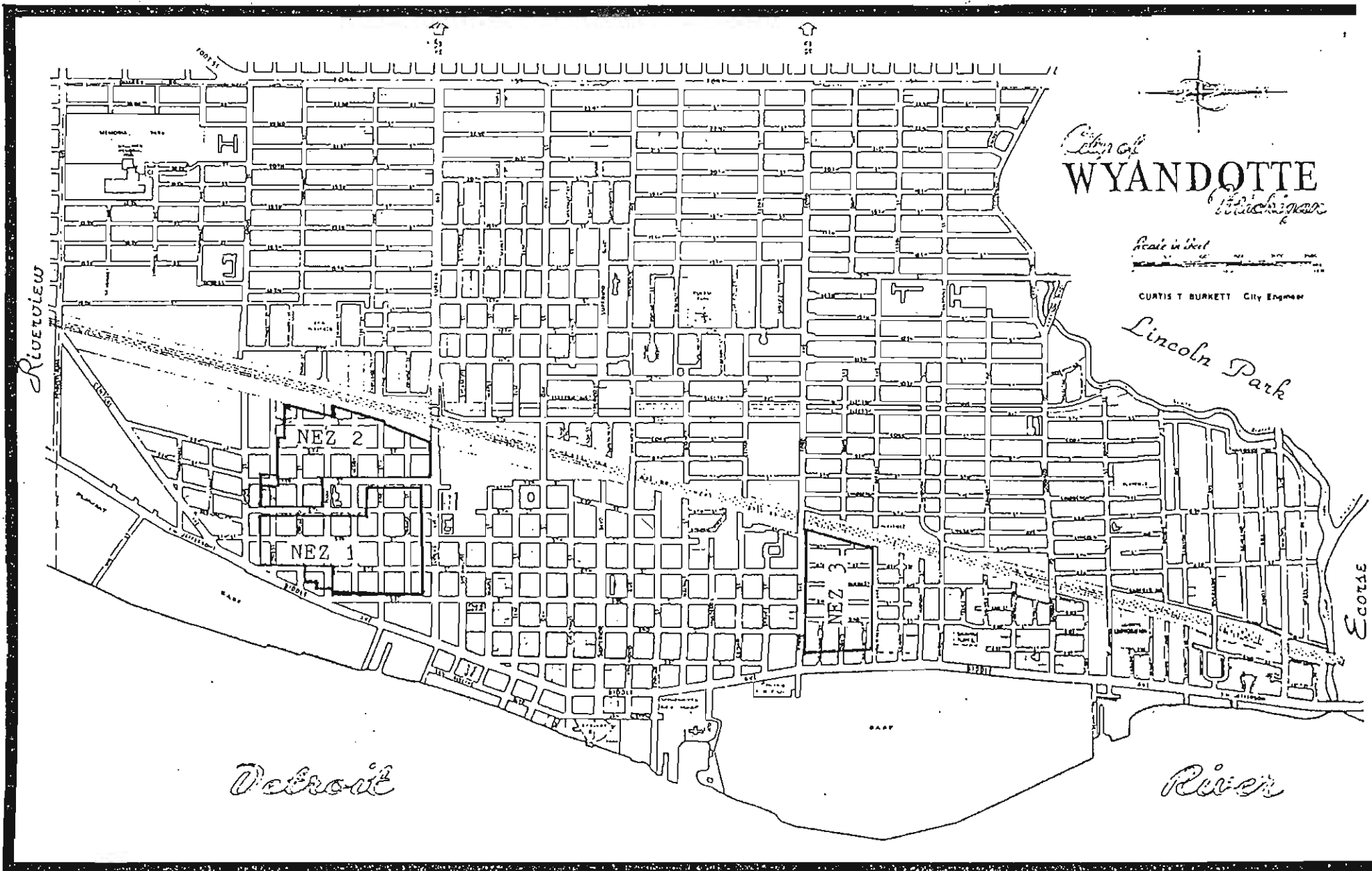
YEAS: Councilmembers Kolakowski, Palamara, Paryaski, Sawicki, Shimkus
NAYS: None

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 a regular meeting held on December 7, 1992.

WILLIAM R. GRIGGS
CITY CLERK

cc: Dir. Mkt./Plan
City Assessor
City Engineer
City Treasurer
W.C. Intermediate School District
W.C. Community College District
Wyandotte School District
W.C. Bureau of Taxation
W.C. Board of Commissioners
W.C. Executive
Huron Clinton Metro Park Authority



Application for Neighborhood Enterprise Zone Certificate

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

STATE USE ONLY	
▶ Application No.	▶ Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction. Initially file one original application (with legal description) and two additional copies of this form with the clerk of the local governmental unit (three complete sets). The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)			
Applicant Name Kimberly and Diamond Ferraiuolo		Type of Approval Requested <input type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitation Facility <input type="checkbox"/> Transfer (1 copy only)	
Facility's Street Address 364 Cherry		Amount of years requested for exemption (6-15) 12	Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented
City Wayne	State		
Name of City, Township or Village (taxing authority) Wyandotte		Type of Property <input type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____	
<input checked="" type="checkbox"/> City	<input type="checkbox"/> Township	<input type="checkbox"/> Village	
County Wayne	School District Wyandotte		
Name of LGU that established district Wyandotte City Council		Name or Number of Neighborhood Enterprise Zone NEZ1	Date district was established 12/07/1992
Identify who the work was completed by <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____		Estimated Project Cost (per unit)	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary. Construction of a new single family dwelling consisting of approximately 2,066 square feet, full basement, 3 bedrooms, 2.5 bath room, detached garage.			
Timetable for undertaking and completing the rehabilitation or construction of the facility. Construction to start in Fall of 2014 to be completed Spring 2015			
PART 2: APPLICANT CERTIFICATION			
Contact Name Kimberly and Diamond Ferraiuolo		Contact Telephone Number (248) 390-2232	
Contact Fax Number		Contact E-mail Address	
Owner/Applicant Name Kimberly and Diamond Ferraiuolo		Owner/Applicant Telephone Number (248) 390-2232	
Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) 2859 Wixom Road, Milford, MI 48381		Owner/Applicant E-mail Address	
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
Owner/Applicant Signature		Date	

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
<input type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU City of Wyandotte			
Name of Assessor (First and last name) Thomas Woodruff		Telephone Number (734) 324-4510	
Fax Number (734) 324-4553		E-mail Address assessor@wyan.org	
<i>I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.</i>			
Assessor's Signature			Date
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU: <input type="checkbox"/> Exemption Approved for _____ Years (6-15) <input type="checkbox"/> Exemption Approved for _____ Years (11-17 historical credits) <input type="checkbox"/> Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application: <input type="checkbox"/> 1. Original Application <input type="checkbox"/> 2. Legal description of the real property with parcel code # <input type="checkbox"/> 3. Resolution approving/denying application (include # of years) <input type="checkbox"/> 4. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Date of resolution approving/denying this application			
Clerk's Name (First and Last) William R. Griggs		Telephone Number (734) 324-4562	
Fax Number (734) 324-4535		E-mail Address clerk@wyan.org	
Mailing Address 3200 Biddle Avenue,		City Wyandotte	State MI
			ZIP Code 48192
<i>I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.</i>			
<i>I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.</i>			
Clerk Signature			Date

The LGU should mail the original completed application and required documents to the following address:

State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 6, 2014

RESOLUTION by Councilperson _____

WHEREAS per a resolution adopted by the Wyandotte City Council on December 7, 1992, it is the policy of the City of Wyandotte to offer 12-year tax abatements for new single family construction in Neighborhood Enterprise Zones within the City of Wyandotte; and

WHEREAS the former 360-366 Cherry/3535 4th Street is within the City of Wyandotte's Neighborhood Enterprise Zone #1 adopted on December 7, 1992;

NOW THEREFORE BE IT RESOLVED by the City Council that Council CONCURS with the recommendation of City Engineer as set forth in his communication of October 6, 2014, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at 360-366 Cherry/3535 4th Street now known as 364 Cherry, subject to the proper application materials being submitted to the City and the project's compliance with the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended.

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: October 6, 2014

AGENDA ITEM # _____

⑨

ITEM: Leave of Absence Request of Giacomo Sclafani

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski, 10-1-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Under Article 11.1 of the Agreement between the City of Wyandotte and American Federation of State, County and Municipal Employees (AFSCME) Local #894 states,

“A regular employee may be granted, at the discretion of the City Council, a leave without pay for any of the following reasons, except that in the case of physical or mental disability of the employee, the Council shall grant approval for a leave of absence without pay upon written recommendation of the City Engineer to the City Council and in accordance with the terms of the federal Family and Medical Leave Act, where application:

- A. Physical or mental disability of the employee.
- B. Election or appointment to any public office, except to the office of Mayor and Councilman in the City of Wyandotte
- C. Reasons sufficient in the opinion of the Council to warrant such leave of absence.”

Mr. Sclafani was granted a leave of absence on April 14, 2014, which is due to expire on October 10, 2014. Mr. Sclafani is requesting his leave of absence be extended. I recommend his leave be extended an additional six (6) months to April 10, 2015, in accordance with Item A above.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Concur with the City Engineer to approve the request for extending the leave of absence by Giacomo Sclafani.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Authorize extending the leave of absence to Giacomo Sclafani.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

3/1/14

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

2/1/14

LIST OF ATTACHMENTS: Letter from Giacomo Sclafani

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 6, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY MAYOR AND CITY COUNCIL that the request for a leave of absence until April 10, 2015, for Giacomo Sclafani is hereby approved.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: October 6, 2014

AGENDA ITEM #

10

ITEM: Leaf Collection Schedule for 2014

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 10-1-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Attached is the 2014 Leaf Collection Schedule for the City. All leaves should be at the curb the Monday of each week indicated. We are requesting residents avoid parking on the street during their weeks of leaf collection. We also request residents DO NOT place any corn stalks, pumpkins or garden debris in the street during leaf collection. Those items can be recycled at the Drop-Off Recycling Center.

Further, leaves can be dropped-off at the Recycling Center. The Recycling Drop-off Center hours are Monday thru Friday 8:00 a.m. to 5:30 p.m. and Saturday 8:00 a.m. to 4:00 p.m., Sunday 12:00 p.m. to 4:00 p.m. Closed Holidays. There will be extended hours during the month of November with the Recycling Center remaining open until 6:00 p.m. on Saturday and open on Sunday at 10:00 a.m. and close at 4:00 p.m.

STRATEGIC PLAN/GOALS: The City is committed to protect and manage our natural resources vigorously by managing our natural resources, river and creeks, wildlife, and parks wisely. They are precious to us and by careful stewardship they may be enjoyed by future generations

ACTION REQUESTED: Adopt Resolution to concur with schedule.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Post notice on City's website and in News Herald.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

Shyda

LEGAL COUNSEL'S RECOMMENDATION: n/a

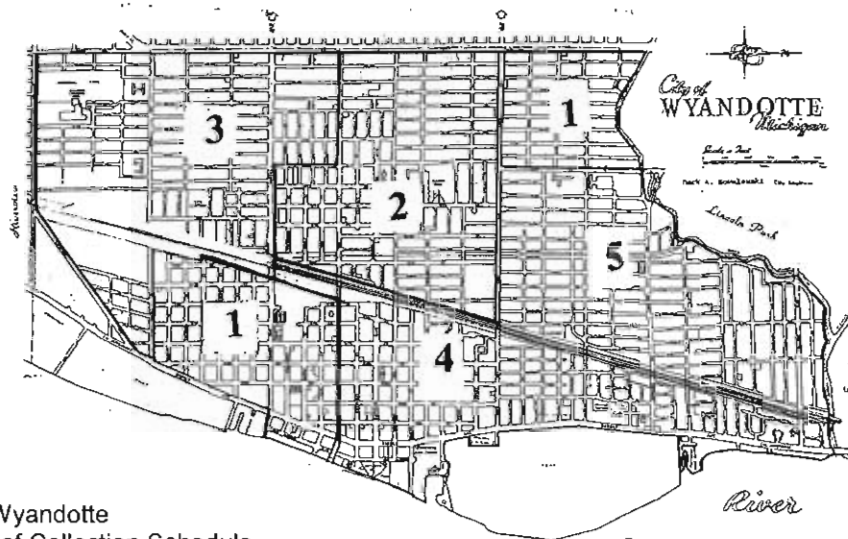
MAYOR'S RECOMMENDATION:

SL/gc

LIST OF ATTACHMENTS: 2014 Leaf Collection Schedule

**CITY OF WYANDOTTE
2014 LEAF COLLECTION SCHEDULE**

<u>WEEKS</u>	<u>AREA</u>
October 27 – November 1, 2014	5 North side of Ford Avenue to North Drive, Railroad to East side of 15 th Street
November 3 - 8, 2014	1 West side of 15 th Street to Fort Street; Goddard to north side of Ford Avenue; South side of Oak Street to North side of Grove; Detroit River to the Railroad
November 10 – 15, 2014	2 South side of Ford Avenue to North side of Eureka, Railroad to 15 th Street; South side of Ford Avenue to north side of Oak 15 th Street to Fort Street
November 17 - 22, 2014	3 Pennsylvania to South Side of Eureka, Railroad to 15 th Street; South side of Oak Street to Pennsylvania, 15 th Street to Fort Street; South side of Grove to Central, Biddle Avenue to Railroad
November 24 – 29, 2014	4 North Side Oak Street to North Drive, Railroad to Detroit River



City of Wyandotte
2014 Leaf Collection Schedule

The above schedule for leaf collection begins on October 27, 2014. Check the map for the pickup in your area. Pickup will be during the weeks shown above, but leaves should be at the curb on each Monday's date. No grass clippings, branches, tree trimming, etc., are to be placed in the street. If these items are mixed in with the leaves, neither they nor the leaves will be picked up until the resident removes the undesirable materials. These materials will damage the vacuums. Should the resident not remove the undesirable material, the resident may be issued a violation of City ordinance and possibly incur a fine.

Every effort will be made to adhere to the above schedule, however, weather conditions, holidays and equipment breakdowns may cause schedule delays.

- SUGGESTIONS:**
1. Rake all leaves into the street at the curb.
 2. Do not park on or near leaf piles due to the potential fire hazard.
 3. Wetting the leaf piles with a garden hose will prevent blowing and also reduce the risk of fires.

- OTHER OPTIONS:**
1. Leaves can be placed with Curbside Yard Waste Collection.
 2. Leaves can be taken to the Wyandotte Drop-Off Recycling at 1168 Grove.

Recycling Center Hours:

Monday thru Friday 8:00 a.m. to 5:30 p.m.

Saturday 8:00 a.m. to 4:00 p.m.

Sunday 12:00 p.m. to 4:00 p.m. Closed Holidays

Extended hours during the month of November, 2014 –Saturday until 6:00 p.m. and Sunday 10:00 a.m. to 4:00 p.m.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 6, 2014

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding Leaf Collection Service in the City of Wyandotte is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council authorizes the City Clerk to publish said scheduled in the Wyandotte New Herald; AND

BE IT FURTHER RESOLVED that the City requests residents to avoid parking on the streets during their weeks of leaf collection.

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	_____

SHOW CAUSE HEARING

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. Galecki
Ted Miciura Jr.
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

September 16, 2014

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;

1. Pursuant to the request of Christine Kraft, the Show Cause Hearing for 446 Pine street is adjourned to October 6, 2014, at 7:00 p.m. at Wyandotte City Hall.
2. BE IT FURTHER RESOLVED that if the property at 446 Pine is solely in the name of Lillian Kraft, then written proof of Letters of Authority issued by the Probate Court must be provided to the City Council on October 6, 2014; establishing the Legal Representative for said property.
3. BE IT FURTHER RESOLVED that if the property at 446 Pine Street is owned by a Legal Trust, then a written certificate of trust shall be presented to the City Council by October 6, 2014 establishing who the current trustee is for said trust, and;
4. BE IT FURTHER RESOLVED that all required outside repairs and maintenance for the structures at 446 Pine Street referenced in work order # WF0479925 (on file with the City Engineer's Office) be completed prior to October 6, 2014 and that a reinspection be arranged for 446 Pine by the Legal Representative of 446 Pine Street with the City Engineer prior to October 2, 2014 so that the findings may be submitted to the Show Cause Hearing on October 6, 2014, and;
5. BE IT FURTHER RESOLVED that the Legal Representative for 446 Pine Street shall execute a multi-listing agreement for 446 Pine Street and present written proof of said listing at the Show Cause Hearing on October 6, 2014.

YEAS: Councilmembers Fricke Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, Maria Johnson, Deputy 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 15, 2014.

Maria Johnson
Deputy City Clerk

CC: Christine Kraft 9215 Byromar Lane, Grosse Ile, Mi 48138, Department of Legal Affairs