

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, MAY 18th, 2015 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE LEONARD SABUDA

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

COMMUNICATIONS MISCELLANEOUS:

1. Communication from the Commander of Polish Army Veterans
Post 95 requesting permission to sell blue poppies in the City of Wyandotte on June 5,6,7,
2015 and June 17, 18, 19, 2015 to assist handicapped and needy veterans.
2. Communication from the McKinley Neighbors United Spokesperson, John Darin, regarding
the landscaped grounds of the Grove Street Green Belt.
3. Communication from Renee Tarnoski relative to various issues including the location and
mode of communication regarding Public Hearings and concerns involving the proposed
McKinley School site development.

PERSONS IN THE AUDIENCE:

NEW BUSINESS (ELECTED OFFICIALS):

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

4. Communication from Mayor Peterson regarding the re-appointment to the Recreation Commission.
5. Communication from Councilman Lawrence S. Stec relative to the conduct of the City Council Meeting Agendas including the "New Business" and the "Late Items" portions..
6. Communication from the Municipal Service Water Department Superintendent requesting approval for Water Filter Plant rehabilitation-amendment to scope of work # 1 for Utility Service Group.
7. Communications from the Special Event Coordinator as follows:
 - A. Wyandotte Street Art Fair Beverage Distributor
 - B. 4th of July Parade-Carriage Contract
 - C. Special Event Application - WSAF Entertainment Contracts
 - D. Wyandotte Art Fair Beverage Area Manager Contract
 - E. Special Event-Rentals for the WSAF
 - F. Wyandotte Street Art Fair-Michigan Lottery Sponsorship
 - G. Wyandotte Street Art Fair Beverage Ticket Contract
8. Communication from the City Engineer submitting an application for rezoning on behalf of Ronald Mendenhall Jr. for the property located at 1777 Oak Street between 17th and 20th requesting to amend from RM-2 to B-2.
9. Communication from the City Engineer regarding a purchase agreement to sell city-owned property known as former 3626-3rd.
10. Communication from the City Engineer relative to Neighborhood Enterprise Zone (NEZ) for former 3626-3rd Street now known as 3628-3rd Street.

11. Communications from the City Engineer submitting amendments to the City of Wyandotte Zoning Ordinance

CITIZENS PARTICIPATION:

REPORTS AND MINUTES:

Cash Receipts May 12 2015	\$163,580.43
Cash Receipts May 13, 2015	\$200,544.33
Municipal Service Commission	April 29, 2015
Police Commission	April 2, 2015
Police Commission	May 12, 2015
Fire Commission Special Meeting	April 2, 2015
Fire Commission Special Meeting	April 22, 2015



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Polish Army Veterans Post 95

Stowarzyszenie Weteranów Armii Polskiej w Ameryce Placówka 95

2935 Eleventh Street Wyandotte, Michigan 48192 (734) 283-5330

May 04, 2015


Mayor Joseph Peterson
City Council of Wyandotte
3131 Biddle Avenue
Wyandotte MI. 48912

WYANDOTTE CITY CLERK
2015 MAY 11 P 1:14

Dear Mayor and City Council

We would like to request your permission for the Polish Army Veterans Association of America, Post 95, to be able to sell blue poppies in the City of Wyandotte on June 05, 06, 07, 2015 and June 17, 18, 19, 2015. The collected funds will be used to help the handicapped and the needy veterans.

Gratefully,


Kazimierz Szymczuk
Commander, Post 95

May 14, 2015

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The Honorable Joseph R. Peterson,
Mayor, City of Wyandotte, and
The Honorable City Council,
City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

Dear Gentlemen and Madam:

There have been numerous documented and reported occurrences of motorized off-road vehicular traffic on the sidewalks and across the landscaped grounds of the Grove Street Green Belt. This dangerous and illegal activity is occurring along the entire length of the Green Belt, from Biddle Avenue to 8th Street. The predominant illegal vehicular traffic is occurring from 6th Street to 8th Street. Vehicles are frequently using the 8th Street sidewalk as a paved shortcut between Grove Street and Forest Street. There is easy and generally unnoticed access to the green spaces along Grove Street from the alleys between 6th and 8th Streets.

One neighbor remarked to me recently that she has personally seen an SUV driving down the sidewalk at 8th Street between Grove and Forest Streets. When she stopped the motorist (a neighbor) and informed her that she was on a public sidewalk, (almost hitting her and her dog) the motorist replied "yes I know but this is a good short-cut". The green belt area from 6th Street east to Biddle Avenue, while at risk and showing evidence of off-road traffic, is more highly visible to passers-by, which is a deterrent to this activity. I have attached photographs taken in the Grove Street Green Belt showing clear evidence of illegal off-road vehicular traffic. This activity obviously poses an extreme risk and liability to the City of Wyandotte for potential personal injury to or death of residents and visitors enjoying that green space.

I have attached, for your review and consideration, a Proposal to formally designate and re-name the Grove Street Green Belt as the "Grove Street Green Belt Park", and officially place it under the jurisdiction of the Wyandotte Recreation, Leisure, and Culture Department. Also included in this Proposal are Recommendations to install appropriate signage and decorative barrier fencing to deter this illegal off-road vehicular activity, with Attachments.

I am well aware of the engagement of the Engineering and Building Department on these citizen complaints. Their focus is the planting of additional trees in the green belt, and they have been assisted in that matter by the Beautification Commission. It is important to note however that, while the trees will certainly enhance a visitor's enjoyment of the park area, they will not be effective in stopping any illegal off-road vehicle activity in the green space. In fact, trucks and SUVs currently use existing trees as part of their off-road obstacle course excursions in this area.

The McKinley Neighborhood appreciates your review and consideration of this Proposal. We are hopeful that the City will go forward with this Proposal on its solid risk management basis. The over-riding consideration here is, of course, safety of all Wyandotte residents and visitors. The risk and liability implications to the City would be enormous if a pedestrian accident or fatality should occur due to this illegal off-road vehicular activity. This Proposal should also be relatively budget-neutral, with no new operating budget impact because the area is currently being serviced seasonally by DPS. The cost of the relatively inexpensive fencing and signage can likely be project capitalized and would not affect operating budget, either. Thank you very much for your consideration of this Proposal, and the continued welfare of the McKinley Neighborhood residents and visitors.

Respectfully,



John Darin

Spokesperson,
McKinley Neighbors United

GROVE STREET GREEN BELT PARK TRUCK/SUV DAMAGE





PROPOSAL FOR THE CREATION, PROTECTION, AND ENHANCEMENT OF THE GROVE STREET GREEN BELT PARK

PURPOSE:

The purposes of this Proposal are 1) to create official City Departmental fiduciary oversight of the Grove Street Green Belt, 2) to provide recommendations to eliminate illegal off-road motorized vehicular traffic along the full length of the Grove Street Green Belt, and 3) to provide recommendations to enhance the neighborhood use of the Grove Street Green Belt for beneficial purposes.

BACKGROUND AND PROBLEMS:

There have been numerous documented and reported occurrences of motorized off-road vehicular traffic occurring on the sidewalks and across the landscaped grounds of the Grove Street Green Belt. This activity is occurring along the entire length of the Green Belt, from Biddle Avenue to 8th Street. The predominant illegal vehicular traffic is occurring from 6th Street to 8th Street. Vehicles are frequently using the 8th Street sidewalk as a paved shortcut between Grove Street and Forest Street. There is easy and generally unnoticed access to the green spaces along Grove Street from the alleys between 6th and 8th Streets. The alley between 7th and 8th Streets is unmonitored because it is behind the abandoned former St. Helena's Church. The alley between 6th and 7th Streets is adjacent to some residential housing, but only along the side yard lot lines. The green belt area from 6th Street east to Biddle Avenue, while at risk and showing evidence of off-road traffic, is more highly visible to passers-by, which is a deterrent to this activity. This activity obviously poses an extreme risk and liability to the City of Wyandotte for potential personal injury to or death of residents and visitors enjoying that green space.

GOAL #1: Create official Department fiduciary oversight of the Grove Street Green Belt.

Recommendation #1: The City Council is requested to formally designate and re-name the Grove Street Green Belt as the "Grove Street Green Belt Park", and officially place it under the jurisdiction of the Wyandotte Recreation, Leisure, and Culture Department.

Notes: The Wyandotte Recreation, Leisure, and Culture Department is responsible for the administration and development of City Parks, and provides a perfect administrative fit for overseeing this green space. This green space was originally intended in the mid-1990's to provide a buffer between the McKinley Neighborhood and the industrial area to the south of Grove Street. The streets were closed by berms to eliminate dangerous short-cut traffic flow from the industrial area through the residential neighborhoods. See Attachment A.

The City Master Plan cites as a Goal for the Southeastern Neighborhood to: *"Preserve and continuously improve the residential area surrounding the McKinley School"*, with an Objective being: *"Through a program of property acquisition, eliminate all housing south of Grove Street."* This means that the Grove Street Green Belt Park will continue to expand over time to encompass all property south of the Forest Street alley to Grove Street, from Biddle Avenue to 8th Street. It is a well-known axiom that "if everyone is responsible, then no one is responsible". This growing property has immense value to the McKinley neighborhood, and must be protected. The Wyandotte Recreation, Leisure, and Culture Department is best suited by its Mission and Vision to function as the fiduciary for the Grove Street Green Belt Park. The green space is already being maintained by the Department of Public Service on their seasonal property maintenance schedule, so there would be no additional maintenance responsibilities imposed.

GOAL #2: Eliminate illegal off-road motorized vehicular traffic along the full length of the Grove Street Green Belt Park.

Recommendation #2: Install prominent signage with wording to the effect: "WELCOME TO THE GROVE STREET GREEN BELT PARK. MOTORIZED VEHICULAR TRAFFIC IS PROHIBITED".

Notes: The signs should be posted facing Grove Street and facing the alleys and sidewalks at each of the existing Green Belt sections, from 8th Street to Biddle Avenue. 12 – 15 signs should provide sufficient coverage.

Recommendation #3: Install decorative black or green 4-foot fencing along the alleys from 8th Street to 6th Street, with additional fencing for short distances along the sidewalk at 8th Street to Grove Street, and at the terminus of 7th Street by Grove Street.

Notes: Tree plantings will not have any effect on controlling this off-road traffic. In fact, vehicles are using existing trees as an obstacle course for their enjoyment. Attached are two drawing (Attachments B & C) that depict approximate locations and lengths of the proposed new barrier fencing between 8th and 6th Streets. All distances are approximate. The intent is to eliminate access to the green space from the alleys, and to eliminate vehicles from using the 8th Street sidewalk as a paved shortcut between Grove Street and Forest Street. Attachment D depicts a sample steel or aluminum fence that would be recommended for this application. It is relatively inexpensive, unobtrusive, and would not negatively impact the enjoyment of the Grove Street Green Belt Park.

GOAL #3: Enhance the neighborhood use of this park for beneficial purposes.

Recommendation #4: Plant various trees throughout the Grove Street Green Belt Park.

Notes: Even though trees and other woody ornamentals may not have much effect on controlling off-road vehicular traffic, they do contribute significantly to a person's enjoyment of the outdoors and of this particular green space. The Beautification Commission has recommended the use of a diverse planting of native trees and other woody ornamentals hardy to Zone 5. The Commission's detailed recommendations were formally communicated to the Engineering and Building Department on April 29, 2015 for their consideration and implementation. See Attachment E.

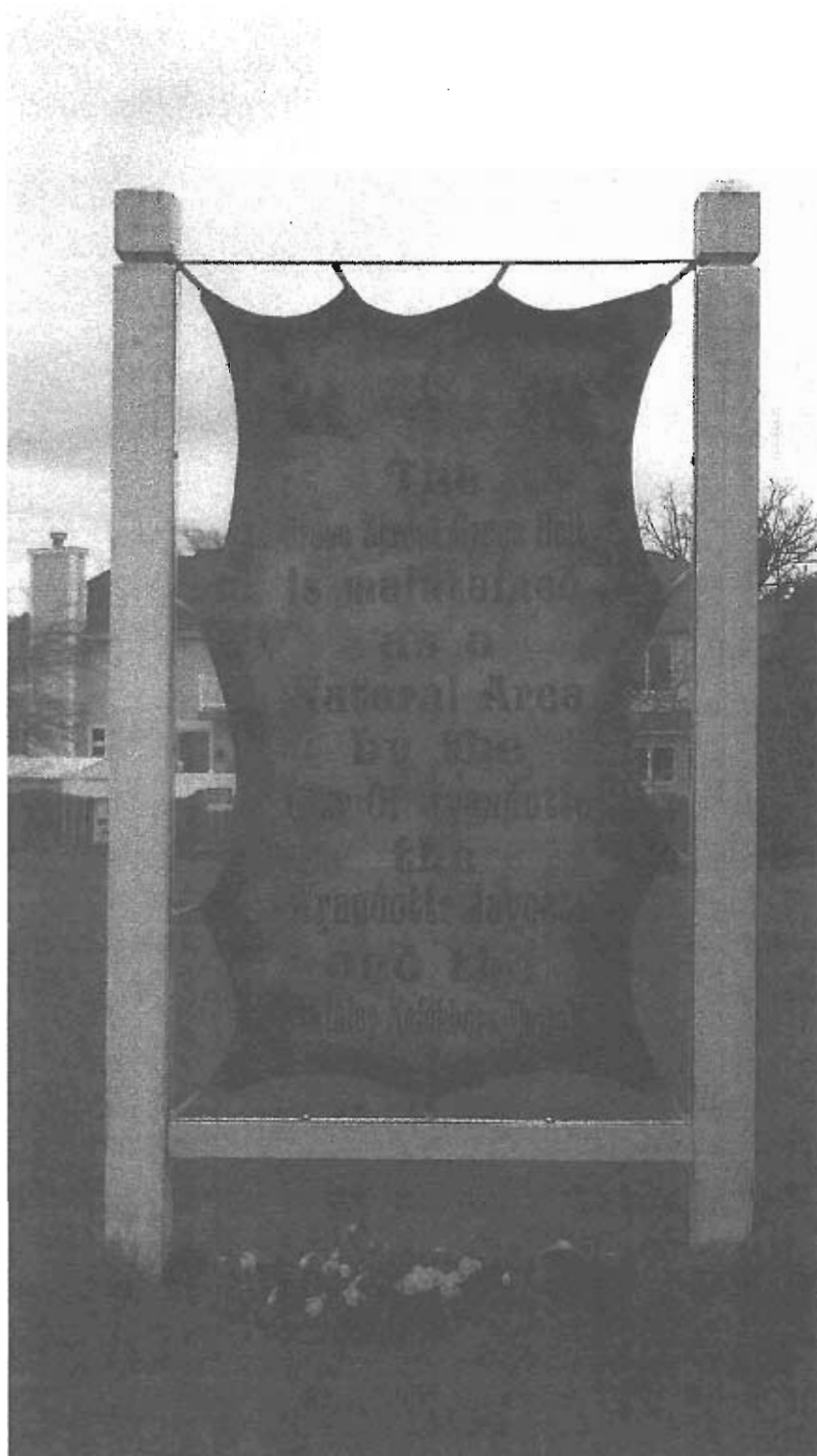
Respectfully Submitted,

A handwritten signature in black ink, appearing to read "John M. Darin", followed by a long horizontal line extending to the right.

John M. Darin

Spokesperson,
McKinley Neighbors United

ATTACHMENT A



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NOTES:

- All dimensions approximate
- 4 ft black aluminum post for cage, 1 derivative

ST. HELENA'S PARISH

8TH STREET

**PUBLIC
ALLEY**

PUBLIC
ALLEY

(commercial)

(RESIDENTIAL)

TREE LOOKS DISEASED

JUNIPER SPRING

GROVE STREET

-GATE

DIRECTION—
SIGN



UTILITY
POLE

CITY SIDEWALK.

2
←

NOTES:

(RESIDENTIAL)

- All dimensions approximate
- 4" black aluminum post fencing, decorative

**PUBLIC
ALLEY**

220 kt.

$$\frac{1}{151}$$

(RESIDENTIAL)

(RESIDENTIAL)

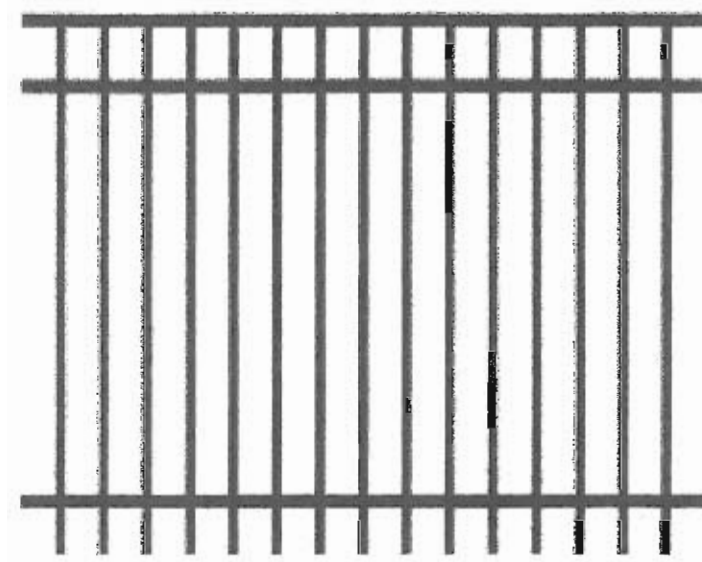
(VACANT LOT)

CITY SIDEWALK

GROVE STREET

ATTACHMENT D

SAMPLE 4-FOOT STEEL OR ALUMINUM DECORATIVE
FENCING, BLACK



Wyandotte Cable

Connecting
the Dots

John Darin <jdarin@wyan.org>

Re: Grove Street Green Belt Park

1 message

John Darin <jdarin@wyan.org>

Wed, Apr 29, 2015 at 3:06 PM

To: mkowalewski@wyan.org

Cc: Ralph Hope <rhope@wyan.org>, Mayor Joseph Peterson <mayor@wyan.org>, John Darin <jdarin@wyan.org>

Hi, Mark:

Thank you for reviewing this proposal and clarifying the required process for me. Every proposed plan has a process, and I understand and respect that. I will follow-up through the Mayor's Office for official consideration of this proposal by the Mayor and City Council. I hope and trust that your office will be supportive of this proposed Grove Street Green Belt Park Plan as it, hopefully, goes forward in the Council's deliberations. Thanks, again.

Regarding the landscaping, there are a number of opportunities from 8th Street east to Biddle. It is important to note that, practically speaking, the trees will enhance a visitor's enjoyment of the park area, but will not be effective in stopping any illegal off-road vehicle activity in the green space.

Regarding the types of trees, the Beautification Commission recommends the use of a diverse planting of native trees and other woody ornamentals hardy to Zone 5. These trees should include a mix of conifers and deciduous, broadleaf trees (non-nut-bearing). In particular, any flowering varieties that do not drop fruit, such as dogwood, redbud, and newer fruit tree cultivars, would be a great fit. The fruit trees would need to be resistant cultivars, otherwise they will need monitoring and spraying for disease. A variety of flowering shrubs, such as spirea, hydrangea, azalea, and rhododendron, would also be beautiful in this greenbelt. You can see we like the "pop" of flowering cultivars when available. The pear trees that the city has planted through-out the McKinley neighborhood are very beautiful when they bloom.

Regarding the specific planting sites, our attention is along the entire Green Belt, 8th Street to Biddle. This would obviously depend highly on available budget, but following are some considerations for you and your team.

- 1) 8th to 7th Streets, north side Grove Street: There is an overgrown planting of juniper and an apparently diseased old tree at the northwest corner of that green space. The entire planting of juniper and the old tree need to be removed. Those spaces can be re-planted, maybe with the flowering pear trees replacing the juniper, and a redbud replacing the old diseased tree. Also, there is room on the east side of that green space to plant a small number of mixed conifers and broadleaf trees. The rest of that green space is wooded, and probably cannot sustain additional plantings.
- 2) 7th to 6th Streets, north side Grove Street: There is already a nice mix of conifers and broadleaf trees, with some nice sunny spaces. A small planting (6+) ornamental flowering trees on the southeast side of that green space would certainly enhance the area.
- 3) 6th Street to Biddle Avenue, north side Grove Street: This large green space has fewer trees planted, and could use some more conifers and broadleaf trees planted throughout the green space in a balanced manner.
- 4) 8th Street to Biddle Avenue, south side Grove Street: It is recommended to initiate a planting of flowering pear trees and other flowering trees with a narrow, upright habit in the city easement on the south side of Grove Street, between the sidewalk and the street. These plantings would visually obscure the industrial buildings that line the south side of Grove Street. That would be a great enhancement to the area.

Lastly, regarding some details of planting, it is important to stress to your landscape contractor(s) to cut and peel back any burlap or wire framing around the root balls, no "volcano mulch", and to remove the stakes and ties later this year after the roots take hold. The stunting and die-off of trees planted en masse by some landscape contractors without attention to these acceptable practices has been a source of frustration for the Beautification Commission. I am hoping that these specs are cited in your RFP and that these workers are supervised to ensure that they are planting the trees and shrubs correctly. I hope this helps. I am looking forward to working with you and Mr. Hope as this project proceeds. If you have any questions, please do not hesitate to contact me. Thank you very much!

John Darin
Chairman,
Wyandotte Beautification Commission
734.652.0254
jdarin@wyan.org

May 18, 2015

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Dear Mayor and Council Members

At last weeks Council meeting the proposed senior Apartment rental complex was discussed, and based on comments made, changed, and withheld by those in attendance, I am writing with requests for your consideration:

First, moving forward, rather than holding public hearings on items of this magnitude at the Copeland Center, where they were not recorded and then televised for later review by those not in attendance, would it be possible to require them to be held at City Hall where they can be? Although not a resident of the McKinley neighborhood, I have attended both gatherings and am aware of several discrepancies that others, including some Council members who could not attend both, would not be.

Had the meetings been recorded, rather than relying only on notes taken, all would know that it was asked if the surrounding neighborhood residents had been surveyed regarding the impact the Cross Street development in Ypsilanti had on them, we were told "no, only the Cross Street residents were." When asked again of this same person at the Council meeting, the answer was suddenly a reassuring "yes." When it was stated that only one person at the second hearing was against moving forward with the project, everyone would also have heard the gentleman who expressed his suspicions that this was already a "done deal" regardless of how many residents oppose it. It was stated at Council that as more meetings are held, more individuals are in agreement with the project—and this appears to be true if you conveniently neglect to take concerns such as his into consideration. ALL were against it who attended the Planning Commission meeting, several were at the first Copeland meeting, and as stated, only one voiced true opposition at the last one. It is also true that attendance at these meetings has dropped as well, perhaps indicating that as this progresses in spite of the recommendation of the Planning Commission, more people believe this is a deal already negotiated between the key players long ago, simply waiting Councils signature on the dotted line at this point, and don't want to waste their time fighting City Hall.

Had the last meeting been recorded, all would have heard our Mayor comment that he has no problem with the small multi-unit rentals in the City, which I'm assuming would be similar to the one recently built near Eureka and 9th. This would not even be notable except that Mr. Micura indicated on Monday that in the past Mayor Peterson stated that additional rentals would not be built under his watch. I now find this concerning in light of how many times in the recent past it has been brought to our attention that vacant residential lots are not selling, and again on Monday when the Mayor pointed out that rentals will be more in demand in the future. While his statement was in regard to the senior complex being discussed, I wonder if allowing rezoning of the McKinley neighborhood to accommodate a multi-family rental unit is passed, is it possible that before long we will be asked to accept rezoning of the 70 City-owned vacant residential lots to accommodate smaller rental units between our houses?

I am also requesting that those in favor of moving forward with the McKinley School project not resort to worst-case scenario fear mongering as was done Monday night when

it was suggested that if a senior rental complex is not accepted, other less desirable structures, such as a mosque, is a real threat in its stead. That was as inappropriate as suggesting that those who oppose this project must hate our seniors. I do not believe that this endeavor is even really about providing our seniors with adequate housing in their later years. If it was, we would be truly modeling the proposed project after the Cross Street community the committee has embraced, which even accepts Section 8 vouchers; and pursued the subsidized project that was also on the table. If this is really about our seniors, we would be considering that our two current senior rental facilities, built in the 70's, cannot be adequately modified to adapt to aging mobility needs, which is also on the rise. If it was really about the needs of our seniors, instead of including only one article in your packets that shows a demand for 55 and over rental units in the future, you would have also been provided with the numerous others that state that the demand is actually for better and more updated subsidized communities for the vast majority of future retirees who, due to loss of pensions, decreased incomes and inadequate savings, make up the current waiting lists in rent-structured communities. However, that bid, as you can see, would not generate tax revenue for the City; so this is really just another business deal, which is also perfectly legitimate to consider, but lets call it that and proceed with complete transparency for a change, instead of selling a project through omission of facts. If the first meeting had been recorded, everyone would have heard again the statement made that "sometimes what's good for the City is not good for the citizens." That is easier for us to swallow than being told that these projects are only pursued with the citizens best interest at heart—in this case, because you love our seniors and want them to have an adequate place to live—and should not be pursued on the backs of the existing tax-paying residents who could be negatively impacted by such deals.

Finally, I am making a request of the residents of Wyandotte--please use the additional time that has been allowed before this item is back on the agenda again on Jun 8 to get informed and get involved. The property considered for rezoning may not be your neighborhood THIS time, but do you live by another school? If so, enrollments are down everywhere and yours could be subject to closure some time in the future. Do you have a vacant lot near you? Live by a church with declining membership? Live near the medical corridor? All of these scenarios are reason enough that none of us should lightly or blindly allow a precedence to be set by rezoning the McKinley School property. Mr. DeSanto has been nothing short of a gentleman while being questioned, and even went so far as to make an effort to put minds at ease while explaining that he owns several properties in that neighborhood, has recently built and sold new homes there, in addition to being involved in several other projects throughout the City. But in doing so, this provided a stark comparison that also needs to be considered. If hasty decisions to proceed with projects that may negatively impact property values, as many residents feel this one will, most of us do not have a portfolio of diversified investments and business deals in the works in the same way Mr. DeSanto has worked hard to acquire. If one of his projects fail, he has others to rely on; most of the residents surrounding McKinley School, only have one—their home.

Respectfully Submitted,

Reese C. Shrook

Renee Tarnoski
2312 1st

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

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MEETING DATE: May 18, 2015

AGENDA ITEM #

ITEM: Re-appointment to the Recreation Commission

PRESENTER: Mayor Joseph R. Peterson



INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Edward Ronco currently serves on the Recreation Commission. I am recommending that he be reappointed.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Concur with Mayor Peterson's recommendation to re-appoint Edward Ronco to the Recreation Commission. Term to expire April 2020.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: n/a

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: May 18, 2015

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of Mayor Peterson to reappoint Edward Ronco, 336 Chestnut, Wyandotte, MI 48192 to the Recreation Commission. Term to expire April 2020.

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



MAYOR
Joseph R. Peterson

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

May 18, 2015

The Honorable Mayor, City Council & Elected Officials
City of Wyandotte
3200 Biddle Avenue – Ste. 300
Wyandotte MI 48192

RE: Council Meeting held May 11, 2015

Dear Honorable Mayor, Fellow Council Members, Elected Officials,

The attempt at last week's city council meeting by Councilman Miciura to introduce a resolution during the "New Business" portion of the agenda gives me great pause. If this practice is adopted and allowed to continue, any council member could introduce a resolution at that time, vote on it, and theoretically bayonet any agenda item yet to come that evening.

I respect council's right to introduce items verbally to the agenda, and have even done so myself. I do feel however, that these items need to be assigned "Late Item" status, and given a vote at the end of the agenda, along with the other "Late Items". After all, they did not meet the 4:30 p.m. Thursday prior to the meeting deadline.

Please feel free to contact me regarding this issue if you have any questions.

Sincerely,

Lawrence S. Stec
Councilman

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: May 18, 2015

AGENDA ITEM #

(6)

ITEM: Concur with WMS Commission approval for Water Filter Plant rehabilitation – amendment to scope of work #1 for Utility Service Group

PRESENTER: William Weirich-Water Department Superintendent

INDIVIDUALS CONSULTED: Rod Lesko-GM, Paul LaManes-Assistant GM

BACKGROUND: Three months into the approved rehabilitation project at the Filter Plant, several issues have been raised during construction that are outside the scope of the original bid and need to be addressed. A description of each addition to the original scope of work is noted below. The total cost of the change order is \$638,436 paid in increments of \$212,812 annually for three (3) years beginning in FY 2016. The revised total project cost, including payment schedule, is as follows:

Year one 2015----	\$723,000
Year two 2016-----	\$1,031,812
Year three 2017---	\$1,031,812
Year four 2018----	<u>\$1,031,812</u>
Project Cost Total-----	\$3,818,436

Additional scope of work:

1. Actuators for filter to waste with pipe modifications were required to be added during the permit process meetings with the Michigan Department of Environmental Quality (MDEQ). This process is required as part of the Safe Drinking Water Act 399 for filters, Wyandotte was grandfathered before but due to the rehab project this modification must be added.
2. Four (4) new Sump Pumps located in the 1918 and 1970 pipe gallery to remove all the filter to waste water during filter startup.
3. Water Source Heat Pumps for the 1970 filter section.
4. Steam Unit Heaters for the 1918 and 1970 Pipe Gallery areas.
5. Power washing of the concrete pad and coat fluoride tank area.
6. Gallery flange hardware replacement.
7. Two (2) 24 x 36 Gravity Relief Louvers in the 1970 filter section.
8. Insulation of pipe gallery piping.
9. Masonry repairs to the exterior of the Filter Plant building:

This project is expected to take two years to complete and because of the additional work the construction will continue until completed with no stoppage for the summer months.

STRATEGIC PLAN/GOALS: Improvement of water distribution facilities.

ACTION REQUESTED: Concur with resolution #05-2015-01 from the Municipal Services Commission and recommendation from WMS management for approval of the change order #1 in the amount of \$638,436 with the additional costs to be spread equally over the final three years of the contract beginning with the budget year 2016. The revised total project cost is now \$3,818,436.

BUDGET IMPLICATIONS: This project was approved in the FY2015 Water Department capital budget in the amount of \$723,000 with the total cost of the project to be paid over a four year period beginning in FY2015 and ending in FY2018. At the end of fiscal 2014 the Water Department had an unrestricted fund balance of \$ 5,421,744.

IMPLEMENTATION PLAN: Subsequent to City Council concurrence, proceed with the additions to the project.

MAYOR'S RECOMMENDATION:



CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: N/A

LIST OF ATTACHMENTS

- Amendment to Scope of Work No. 1 to the Master Services Agreement
- Signed WMS Resolution #5-2015-01

RESOLUTION:

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

WHEREAS, the Wyandotte City Council desires to properly address all matters of concern revealed during the course of the rehabilitation at the Water Filter Plant by approving change order #1 for the project to Utility Service Group in the amount of \$638,436 for the additional scope of work and that the costs be deferred over the remaining three year period for project payment as originally bid and agreed to beginning with the first payment in fiscal year 2016 and ending with the final payment in fiscal year 2018, as recommended by WMS management, and

WHEREAS, the project will proceed so that change order #1 can be added to the construction schedule of Utility Service Group, now, therefore,

BE IT RESOLVED, by the Wyandotte City Council, a majority of its members thereto concurring, with approval to award amendment to scope of work #1 for the Filter Plant rehabilitation project to Utility Service Group.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Stec
Sabuda
Sutherby-Fricke
Galeski
Schultz
Miciura Jr

AMENDEMENT TO SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
WYANDOTTE MUNICIPAL SERVICES, MICHIGAN

FILTER PLANT REHABILITATION

1. **Effective Date.** The Effective Date for this Amendment to Scope of Work No. 1 ("SOW1") shall be _____, 20____.
2. **Changes to Scope of Work.** The following shall be added to Section 3. **Company's Responsibilities.** of SOW1:
 - A. Steam Unit Heaters for 1970 & 1918 Pipe Gallery Areas
Includes:
 1. Furnishing & installing four Sterling wall mounted steam convectors
 - a. 20 gauge steel cabinet w/ baked enamel finish
 - b. Convector size is 10,560 btuh each
 - c. Cabinet size is 32" long x 8" deep x 32" high
 - d. Based on 1 psi steam pressure
 2. New steam piping based on the following:
 - a. A53 ERW XH pipe
 - b. 150# MI threaded fittings
 - c. Tie-in to insulated steam main with thread-o-let
 3. Convectors are mounted on outer filter gallery walls where space is available
 4. Local self-contained thermostatic radiator valves
 - B. Four (4) New Sump Pumps Located in 1970 & 1918 Pipe Gallery
Includes:
 1. Furnishing & install (4) 1HP 115V Zoeller Cast Iron Pumps.
 2. Furnish & install (2) Zoeller 115V NEMA 1 Enclosure duplex control panel with high level alarm.
 3. Discharge piping shall be tied into existing 1-1/2" drain piping.
 4. Add all necessary conduit, power wiring, breakers, panel work and as built drawings for two (2) new sump pumps.

C. Actuators for Filter to Waste With Pipe Modifications

Includes:

1. The IQT Range of electric actuators is described in publication E110E and includes:
 - a. Double sealed watertight enclosure to IEC529, IP68 (BS5490)
 - b. Terminal box with two threaded cable entries. (Two more entries as an option).
 - c. Integral controls.
2. Non-intrusive commissioning and control configuration using the supplied infra-red IQ Setting Tool.
3. Integral illuminated, digital valve position indicator showing 1% increments in valve position and LEDs showing valve Open/Intermediate/Closed.
 - a. On-board data logger included as standard.
 - b. IrDA compatible for local and remote actuator analysis via cell phone or PC.
 - c. Data logging and commissioning is also supported with power off.
 - d. Integrated speed control allows output speed adjustment over 4:1 speed range
 - e. One setting tool is provided Free of Charge per order, regardless of order size
4. Wiring diagram 6000-000 is described in publication E120E (issue 11/00) and includes:
 - a. Control circuit transformer
 - b. Integral local control and local/remote selectors
 - c. Four user configurable indication contacts
 - d. Monitor relay with changeover contact
 - e. Automatic phase rotation correction
 - f. Data Logger
5. The actuators offered are suitable for operation on a nominal supply of 480-3-60Hz
 - a. Enclosure is watertight to NEMA 4 & 6
6. Rotorks IQT Series actuators with integral starters and local controls for O/C service with same build as being supplied on other sections of this project.
7. Prices include the 3" 150# ball valves with Female Threaded Ends of Flanged Ends as indicated.
8. Actuator is also included along with adaption and mounting of actuator to valve in our Rochester, NY facility.
9. Add power wiring for (12) new actuators on filter to waste lines.
10. Include control wiring and terminations to SCADA panels and as built drawings
11. Add the filter-to-waste valves into the filter operation sequence and make the filter to waste function for an operator changeable time before going into filtration mode after a wash.

D. Water Source Heat Pumps For 1970 Filter Section

Includes:

1. Furnishing & installing two Climate Master water source heat pumps
2. Removal of existing water source heat pumps
3. Disconnection & reconnection of the following:
 - a. Heat pump water piping
 - b. Coil drain piping
 - c. Supply ductwork
 - d. Filter
 - e. Thermostat wiring, reuse existing thermostat
 - f. Electrical, reuse existing wiring/conduit/disconnect

E. Power Wash, Concrete Pad and Coat Fluoride Tank Area

Includes:

1. Minor cementitious repair of interior vertical wall surfaces and filter ceiling roof undersides, gullet and cleaning and anti-corrosion coating of exposed rebar and rebuilding surface to match original profile.
2. Install a 18' x 21' x 2" concrete pad sloping to existing floor drain
3. Application of a minimum 40 mils of 100% solids epoxy coatings on all interior concrete walls and new concrete pad measuring 18 ft x 21 ft.

F. Gallery Flange Hardware Replacement

Includes:

1. Furnishing & installing of (36) 10" flange SS nut and SS bolt kits.
2. Furnishing & installing of (18) 16" flange SS nut and SS bolt kits

G. Two (2) 24 x 36 Gravity Relief Louvers In 1970 Filter Section

Includes:

1. Two Ruskin (2) CBD6 Counter Balanced backdraft dampers 24" x 36" airflow up with epoxy coating
2. Hoods heavy gauge aluminum construction, birdscreen - Radius throat - Rain gutter to prevent rain infiltration - Welded curb cap corners - Integral lifting lugs/tie down points

H. Insulation Of Pipe Gallery Piping

Includes:

1. To insulate new gallery piping to match existing, we will use elastomeric insulation 8' and below and fiberglass insulation above 8'.
2. To insulate old gallery piping, we recommend using elastomeric insulation on all piping in this area because of its environment.

I. Masonry Repairs to Exterior Of Filter Plant Building

Includes:

1. All bricklayer material and labor for two weeks to perform tuckpointing and caulking on the 1918 section of the building and the addition on the back of the building.
2. This also includes the necessary 45' man-lift for the two week period.
3. Address as many water infiltration openings as possible and utilize anchors to secure any loose brick without relaying the entire wall.
4. These are all items that are not included at this time: lintel repairs, foundation repairs, more extensive tuckpointing and caulking, brick repairs, veneer pinning, and coatings.

3. **Modification of Contract Price/Annual Fees. Section 4. Contract Price/Annual Fees.** of SOW1 is hereby deleted in its entirety and inserted in lieu thereof, by way of amendment, is the following:

Contract Price/Annual Fees. This is a 4 year term contract. The annual fee for Year 1 shall be \$723,000.00. The annual fee for Contract Years 2, 3, and 4 shall be \$1,031,812.00. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW1.

The Parties hereby execute this Amendment to Scope of Work 1 by their duly authorized representatives as of the date(s) set forth herein below.

OWNER

COMPANY

Wyandotte Municipal Services, MI

Utility Service Co., Inc.

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

CITY OF WYANDOTTE – Department of Municipal Services
REQUEST FOR COMMISSION ACTION

MEETING DATE: May 13, 2015

RESOLUTION # 5-2015-01

ITEM: Approval for Water Filter Plant rehabilitation - amendment to scope of work #1 for Utility Service Group

PRESENTER: William Weirich

INDIVIDUALS CONSULTED: Rod Lesko, Paul LaManes

BACKGROUND: Three months into the approved rehabilitation project at the Filter Plant, several issues have been raised during construction that are outside the scope of the original bid and need to be addressed. A description of each addition to the original scope of work is noted below. The total cost of the change order is \$638,436 paid in increments of \$212,812 annually for three (3) years beginning in FY2016. The revised total project cost, including payment schedule, is as follows:

Year 1: FY2015 - \$723,000
Year 2: FY2016 - \$1,031,812
Year 3: FY2017 - \$1,031,812
Year 4: FY2018 - \$1,031,812
Total Project Cost - \$3,818,436

Additional scope of work:

1. Actuators for filter to waste with pipe modifications were required to be added during the permit process meetings with the Michigan Department of Environmental Quality (MDEQ). This process is required as part of the Safe Drinking Water Act 399 for filters, Wyandotte was grandfathered before but due to the rehab project this modification must be added.
2. Four (4) new Sump Pumps located in the 1918 and 1970 pipe gallery to remove all the filter to waste water during filter startup.
3. Water Source Heat Pumps for the 1970 filter section.
4. Steam Unit Heaters for the 1918 and 1970 Pipe Gallery areas.
5. Power washing of the concrete pad and coat fluoride tank area.
6. Gallery flange hardware replacement.
7. Two (2) 24 x 36 Gravity Relief Louvers in the 1970 filter section.
8. Insulation of pipe gallery piping.
9. Masonry repairs to the exterior of the Filter Plant building.

This project is expected to take two years to complete and because of the additional work the construction will continue until completed with no stoppage for the summer months.

STRATEGIC PLAN/GOALS: Improvement of water distribution facilities.

ACTION REQUESTED: Approval of change order #1 for the Water Filter Plant rehabilitation project in the amount of \$638,436 with the additional costs to be spread equally and paid over the final three years of the contract beginning with the budget year 2016, as recommended by WMS management. The revised total project cost is now \$3,818,436.

BUDGET IMPLICATIONS: This project was approved in the FY2015 Water Department capital budget in the amount of \$723,000 with the total cost of the project to be paid over a four year period beginning in FY2015 and ending in FY2018. At the end of fiscal 2014 the Water Department had an unrestricted fund balance of \$ 5,421,744.

IMPLEMENTATION PLAN: Subsequent to approval by the commission, seek City Council concurrence for the additional scope of work costs described above with Utility Service Group and proceed with the additions to the project.

MAYOR'S RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *Shrysdal*

LEGAL COUNSEL REVIEW: N/A

LIST OF ATTACHMENTS:

- Amendment to Scope of Work No. 1 to the Master Services Agreement

RESOLUTION:

WHEREAS, the Wyandotte Municipal Services Commission awarded the water filter plant rehabilitation project bid to Utility Service Group by resolution # 11-2014-02, and

WHEREAS, the Wyandotte Municipal Services Commission desires to properly address all matters of concern revealed during the course of the rehabilitation at the Water Filter Plant by approving change order #1 for the project to Utility Service Group in the amount of \$638,436 for the additional scope of work and that the costs be deferred over the remaining three year period for project payment as originally bid and agreed to beginning with the first payment in fiscal year 2016 and ending with the final payment in fiscal year 2018, as recommended by WMS management, and

WHEREAS, the project will proceed so that change order #1 can be added to the construction schedule of Utility Service Group, now, therefore,

BE IT RESOLVED, by the Wyandotte Municipal Services Commission, a majority of its members thereto concurring, with approval to award amendment to scope of work #1 for the Filter Plant rehabilitation project to Utility Service Group.

I move the adoption of the foregoing resolution.

MOTION by Commissioner *Bob Alderman*

Supported by Commissioner *Bryan Hughes*

YEAS

COMMISSIONER

NAYS

✓
✓
✓
✓

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

ADOPTED this 13th day of May, 2015

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: *Leslie Lupo*

President

By: *Paul Lupo*

Secretary

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

7-A

MEETING DATE: May 18th 2015

AGENDA ITEM # _____

ITEM: Wyandotte Street Art Fair Beverage Distributor

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: Herewith, please find the beverage distributor information assembled and recommended by my office for the 2015 Wyandotte Street Art Fair. We have worked with West Side Beer Distributing for several years and are endorsing their contract renewal for the 2015 WSAF.

West Side Beer Company will provide us with a donation of \$15,000, boxes of wrist bands for free, signage for the entertainment area, mobile entertainment and offers Michigan craft beer for our patrons. *For details please see the below chart.* For these reasons we recommend working with West Side Beer Company.

WEST SIDE BEER	
2 varieties American Lager – Bud and Bud Light	\$87 per keg
1 Malt Lager- Shock Top Lemon	\$87 per keg
4 Craft Brands TBD	\$144 (average price)
Wrist Bands	\$0 per case
Malt Beverage	\$20 per case
Monetary Donation	\$15,000

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 and support working with West Side Beer for the 2015 Wyandotte Street Art Fair.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

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: *Shaydali*

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

MAYOR'S RECOMMENDATION:

JP

LIST OF ATTACHMENTS: None

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 18th 2015

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 beverage distribution with West Side Beer Distributing for the 2015 Wyandotte Street Art Fair as outlined in the provided communication dated May 18th 2015, 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 contract on behalf of the City of Wyandotte.

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: May 18th 2015

AGENDA ITEM # 7-B

ITEM: 4th of July Parade – Carriage Contract

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: Herewith, please find the carriage rental agreement assembled and recommended by my office for the 2015 4th of July Parade. We have confidence that once again, Ann Arbor Carriage will provide us with quality services and are endorsing their contract for the parade.

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:

4th of July Account - \$495

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: *SDupdal*

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

MAYOR'S RECOMMENDATION: *JRP*

LIST OF ATTACHMENTS:

Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 18, 2015

RESOLUTION by Councilman _____

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

A resolution to APPROVE the contract for Ann Arbor Carriage for the 2015 4th of July Parade as outlined in the

provided communication dated May 18, 2015, \$495 to be paid from the 4th of July Parade Account. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

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

July 4, 2015

Ann Arbor Carriage

Denise M. Kubin

P.O. Box 263

Whitmore Lake, MI 48189

<http://www.annarborcarriage.com>

734-323-7383 cell 734-663-9033 office

Heather A. Thiede

Special Events Coordinator

Department of Recreation, Leisure and Culture

2624 Biddle Avenue

Wyandotte, Michigan 48192

Phone – 734-324-4502

www.wyandotte.net

www.wyandottestreetartfair.org

Service: Horse-drawn carriage for Wyandotte's Independence Day Parade, July 4th.

Date: Saturday July 4th, 2015

Time: 9:45Pm till end of parade

INVOICE

\$495.00

\$00.00 no transportation fee

-\$200.00 deposit is required now to hold date

\$295.00 balance due 14 days before event.

Mail to: Ann Arbor Carriage

P.O. Box 263

Whitmore Lake, MI 48489

Thank you, Denise M. Kubin

NOTE: Sign and send back

Cell number for the day of event: _____

Signature

Date

Any unforeseeable circumstances that arise, Ann Arbor Carriage has sole preference in determining responsible decision. We reserve the right to cancel services at any time. Due to the nature of the business, we have the right and the option to substitute carriages, companies, driver(s) and horses at our own discretion. Ann Arbor Carriage will not be responsible for any loss sales, project sales or advertising cost due to unforeseen emergencies that could arise. Animals have unique behavior and mind-set. Discrepancies while working with horses/farm life can happen. All changes of times or a date has to be made in person by phone: we can't count on emails, texts and voice mail

**CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION**

7-C

MEETING DATE: May 18th 2015

AGENDA ITEM # ____

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 2015 Wyandotte Street Art Fair. *For details please see the below listing.*

David Bierman Overdrive - \$500
Benny of the Jets - \$200
Larry Arbour - \$200
Victor Peraino's Kingdom Come - \$1,200
Downriver Dan - \$400
TJ Thomas and Kentucky Straight - \$800
Brown Mountain Apes - \$350

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 contracts.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

285.225.925.730.860 - \$3650

IMPLEMENTATION PLAN: Contract 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: *SDupdal*

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

MAYOR'S RECOMMENDATION: *JRP*

LIST OF ATTACHMENTS

Contracts

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 18th 2015

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 contract for the below bands for the 2015 Wyandotte Street Art Fair as outlined in the provided communication dated May 18th 2015, 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 contract on behalf of the City of Wyandotte.

David Bierman Overdrive - \$500

Benny of the Jets - \$200

Larry Arbour - \$200

Victor Peraino's Kingdom Come - \$1,200

Downriver Dan - \$400

TJ Thomas and Kentucky Straight - \$800

Brown Mountain Apes - \$350

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

Herb Thiede
Dep of Rec
2624 Biddle
Wyandotte 48192

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 17th day of April, 2015 between the City of Wyandotte and _____

Name of Musical Group: Benny of the Jets

Name of Contact Person: Benny Speer

Contact Address: 115 Shadocktown Inkster MI

Phone Number: 313 730 1627

Business ID Number: +1 1663

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

Music Style: Classic Rock

Number of Entertainers: ONE

It is mutually agreed between the parties that _____ (name of contact on the w-9 receiving the check) will furnish 2 hours Entertainment _____ for the Wyandotte Street Art Fair on: **Wed. July 8th from 7-8 pm Saturday July 11th 2-3pm** The price for this engagement is \$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 4/28/15

Signature of City Representative

Date _____

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 30th day of April, 2015 between the City of Wyandotte and DAVID FEENY

Name of Musical Group: DAVID BIERMAN OVERDRIVE

Name of Contact Person: DAVID FEENY

Contact Address: 2040 HILTON RD

Phone Number: 248-259-3369

Business ID Number: 38-289-0316

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

Music Style: Rock

Number of Entertainers: 5

It is mutually agreed between the parties that DAVID FEENY (name of contact on the w-9 receiving the check) will furnish 1 Hour of Entertainment for the Wyandotte Street Art Fair on: July 11th from 5:30 pm - 6:30 pm 6:30 - 7:30 pm HA.
The price for this engagement is \$500

Deposit: City agrees to reserve date with a . If no deposit is required, please specify here if not required NO DEPOSIT REQUIRED (X)

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

DAVID FEENY
Signature of Entertainment Representative
Date 4/30/15

Signature of City Representative
Date _____

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 4th day of May, 2015 between the City of Wyandotte and LARRY ARBOUR

Name of Musical Group: LARRY ARBOUR

Name of Contact Person: LARRY ARBOUR

Contact Address: 22565 GILL RD. FARMINGTON HILLS, MI 48335-4077

Phone Number: 248-330-7574

Business ID Number:

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

Music Style: ACOUSTIC FOLK-ROCK

Number of Entertainers: 1

It is mutually agreed between the parties that LARRY ARBOUR (name of contact on the w-9 receiving the check) will furnish 2 hours Entertainment for the Wyandotte Street Art Fair on: Wed. July 8th from 1-2 pm Saturday July 10th 12-2pm
The price for this engagement is \$200 HT.

Deposit: City agrees to reserve date with a N/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 Larry Arbour 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.

Larry Cohen

Signature of Entertainment Representative

Date 5-4-15

Date

Signature of City Representative

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 29th day of April, 2015 between the City of Wyandotte and Victor Peraino's Kingdom Come

Name of Musical Group: Victor Peraino's Kingdom Come

Name of Contact Person: Victor Peraino

Contact Address: 29165 Pierce, Southfield, MI. 48076

Phone Number: 248 557-7445

Business ID Number _____

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

Music Style: Rock

Number of Entertainers: 4

It is mutually agreed between the parties that Victor Peraino (name of contact on the w-9 receiving the check) will furnish 2.5 hrs Entertainment 2/50 min sets with music between for the Wyandotte Street Art Fair on: July 8th from 8:30 pm – 11pm set up at 8:15 pm

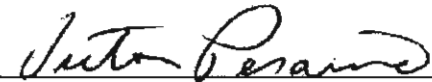
The price for this engagement is \$1,200

Deposit: City agrees to reserve date with a check payable to Victor Peraino

a \$400 deposit and Balance on or before July 8th Before performance

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 undersigned agrees to abide by the City of Wyandotte Ordinances and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for Victor Peraino's Kingdom Come 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

Signature of City Representative

Date 5-10-15

Date _____

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 27th day of April, 2015 between the City of Wyandotte and Daniel Kalicki

Name of Musical Group: DownRiver Dan

Name of Contact Person: Daniel Kalicki

Contact Address: PO Box 143, Allen Park, MI, 48101

Phone Number: 313-850-7784

Business ID Number: _____

List type of entity (LLC, Corporation, DBA, Partnership, etc.) and provide documentation creating entity: Applied for LLC, waiting for documents from State of MI

Music Style: Rockin' Blues

Number of Entertainers: Three

It is mutually agreed between the parties that Daniel Kalicki (name of contact on the w-9 receiving the check) will furnish 2 hours Entertainment _____ for the Wyandotte Street Art Fair on: July 9th from 3-4:30 pm
The price for this engagement is \$400

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 DownRiver Dan 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.

Daniel Kalicki
Signature of Entertainment Representative
Date 4/30/15

Signature of City Representative
Date _____

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 5th day of **May**, 2015 between the City of Wyandotte and **KSB ENTERTAINMENT LLC**.

Name of Musical Group: **TJ Thomas and Kentucky Strait**

Name of Contact Person: **David Gallinat General Manager**

Contact Address: **5506 Pageland Drive, Toledo OH 43611**

Phone Number: **Office 734-522-2827 / Fax 734-522-6024 / cell 734-502-8260**

Business ID Number: **46-3901778**

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

Entity: **LLC, Corporation**

Music Style: **Country old & new Southern Rock and Classic Rock / TJ Thomas also has original songs.**

Number of Entertainers: **4**

It is mutually agreed between the parties that David Gallinat General Manager for **TJ Thomas** On the **W-9** receiving the check) will furnish **2 hours Entertainment** for the Wyandotte Street Art Fair on: **Wed. July 8th from 3-5 pm**

The price for this engagement is **\$800**

Deposit: City agrees to reserve date with a _____. If no deposit is required, Please specify here if not required **NO DEPOSIT 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. After arrival of band members if the weather does not permit a concert TJ Thomas and Kentucky Strait band will be paid **Rain or shine.**

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 KSB ENTERTAINMENT LLC 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.



David Gallinat General Manager KSB LLC
Signature of Entertainment Representative

Signature of City Representative

Date: May 5, 2015

Date: _____

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 5th day of May, 2015 between the City of Wyandotte and BROWN MOUNTAIN APES

Name of Musical Group: BROWN MOUNTAIN APES

Name of Contact Person: Chris Ruelle

Contact Address: 1374 RED CEDAR LANE, CARLETON

Phone Number: 734-306-9147

Business ID Number: _____

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

Music Style: Mix of POP + CLASSICS + ORIGINALS

Number of Entertainers: 4

It is mutually agreed between the parties that Chris Ruelle (name of contact on the W-9 receiving the check) will furnish 2 hours Entertainment _____ for the Wyandotte Street Art Fair on: July 10th from 5/6:30 July 11th 3:30-4:30pm

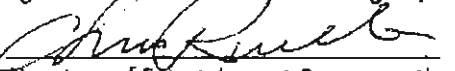
The price for this engagement is \$350

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

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 Brown Mountain Apes 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 5/2/15

Signature of City Representative
Date _____

**CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION**

7-D

MEETING DATE: May 18th 2015

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 2015. 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 2015 Wyandotte Street Art Fair, July 8th through the 11th. We feel that the Wyandotte Jaycees knowledge and experience will benefit not only the beverage distribution but the fair as a whole.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

WSAF Revenue Account

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *SDrysdale*

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

MAYOR'S RECOMMENDATION: *JMP*

LIST OF ATTACHMENTS

2015 Wyandotte Jaycee Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: May 18th 2015

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 2015 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

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

**54th Annual Wyandotte Street Art Fair
2015 Beer Area Agreement with the Wyandotte Jaycees**

Organization Title: Wyandotte Jaycees

President's Name: Nadia M. Brunt

Street Address: PO Box 276

City, State, and Zip Code Wyandotte, MI 48192

Telephone: 734-324-4714 Email: NadiaBrunt40@gmail.com

Project: **WYANDOTTE STREET ART FAIR BEER AREA**

Group volunteer project date & time: July 8-11, 2015, 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 7, 2015, 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 54th Wyandotte Street Art Fair is a four day event that brings roughly around 200,000 people to the City of Wyandotte each year. Times for the art fair is 10 am to 9 pm, the beer tent at the 2nd site will close at 8 pm, while the river front entertainment area is open until 11 pm. Tickets will be sold until 10:30 pm; Beer will be distributed until 11:00 pm. Beer will be purchased through a local distributor.

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

PROVISIONS BY VOUNTEER GROUP

Volunteer group agrees to provide the following equipment and tools:

MANPOWER

The Wyandotte Jaycees will be responsible for providing a minimum of

- 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 11, 2015, 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 8 through 11, 2015.

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, 2015, 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 2015.

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

PAYMENT

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

TRAINING/ SERVING

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

SET UP

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

DUTIES OF THE JAYCEES

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

MONEY HANDLING / TICKETS

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

Ticket areas:

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

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

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

TICKET HANDLING

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

MONEY

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

DISTRIBUTION

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

OPENING THE BOOTHS

Riverfront - 11 am

Maple/Biddle - 11 am

CLOSING AND SECURING THE BOOTHS

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

REPORTING

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

GENERAL CONDITIONS

The Wyandotte Jaycees and all others associated with the Wyandotte Jaycees further understand that they are not considered employees of the City of Wyandotte. Volunteers listed on the attached lists are covered by general liability insurance

purchased for this specific event wherein the City of Wyandotte and Street Art Fair Committee shall be named as also insured. The Wyandotte Jaycees shall be responsible to submit 30 days in advance of the Art fair, a copy of the Liquor Liability Insurance in the amount required by the City of Wyandotte. The Wyandotte Jaycees shall comply with all applicable department and agency rules. No City employment, unemployment, leave, or hours of work provisions or collective bargaining agreements shall apply to volunteers. Either party may cancel this agreement in writing with advance notice of 45 days in advance of the event at any time following notice of the other party.

HOLD HARMLESS

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

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

Nadine M. Bunt

President or other authorized official of group

5/6/15

Date

Acceptance from the City of Wyandotte

Date

City Clerk

Date

**CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION**

7-E

MEETING DATE: May 18th 2015

AGENDA ITEM # _____

ITEM: Special Event – Rentals for the WSAF

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find the contract for Symon Rental, S & R Rental and Boomers Tent Rental for the use of tents, tables, etc. for the 2015 Wyandotte Street Art Fair, July 8th – 11th. We have worked with each company for many years and would like to continue to work with them once again for the 2015 WSAF.

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

ACTION REQUESTED: It is requested the City Council concur with the recommendation of the Special Event Coordinator and support the contracts for the 2015 Wyandotte Street Art Fair. Please consider authorization of this contract by Mayor Peterson and the City Clerk, Mr. Griggs.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

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

\$4844.70

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

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

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS

Rental Agreements

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: May 18th 2015

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, to approve of the contracts for Symon Rental, S&R Rental and Boomers Tent Rental for the event to be held July 8th through the 11th 2015.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

STAND ORDER FORM AND RENTAL AGREEMENT

To Name: Heather Thiede
Organization: City of Wyandotte
Address: 2624 Biddle Ave
City, ST, Zip: Wyandotte, MI 48192
Phone: 734-324-4502
Fax: 734-324-7296
HEREAFTER REFERRED TO AS RENTER

From: Robert Todd
971 E. Hurd Rd
Monroe, MI. 48162
Phone: (734) 755-5473
HEREAFTER REFERRED TO AS OWNER

The RENTER agrees to rent from the OWNER 5 CONCESSION STANDS for Event Wyandotte Street Art Fair Dates July 8 - 11 Location TBD

The RENTER agrees to pay the OWNER rent for the use of the Stands in the following amount:

5 Tents with Lights @ 285.00 PER STAND = TOTAL CHARGE OF \$ 1425.00

The RENTER also agrees to pay the OWNER for damages caused by negligence of the RENTER, or by theft occurring while the RENTER has possession of the stands

The RENTER agrees to abide by the rules and conditions attached to this agreement.

The OWNER agrees to furnish to the RENTER 5 concession stands each containing the following:

5 12' x 12' Stands Red NO Screens ALL STANDS WILL INCLUDE LIGHTS

The OWNER further agrees to deliver and set up the stand at the location designated by the event chairman, and give to the RENTER possession at TBD on July 7th 2015 and to reclaim possession from the RENTER at 7 AM on July 12th 2015

The RENTER acknowledges that submission of this form and payment of rent constitutes an offer to rent concession stands in accordance with the terms set forth.

NAME AND AUTHORIZED SIGNATURE OF ORGANIZATION OFFERING TO RENT CONCESSION STANDS

X _____ X _____
 ORGANIZATION NAME AUTHORIZED SIGNATURE DATE

Symon Rental
1918 Ford Ave.
Wyandotte, MI 48192

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

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

Delivery Date:	Invoice #
7/7/2015	confirm

Deliver to:
City of Wyandotte 3200 Biddle Ave. Wyandotte, MI 48192 734-324-4502 / 734-324-7283 Fax# Heather hthiede@wyandotte.org / 734-341-5630 Cell#

Bill to:
Parks & Rec, Dept. 734-324-7292 Wyandotte Street Fair Delivery on: 7/7/2015 Use Dates: 7/8-9-10-11/2015 Pick up on: 7/11/2015 After 11:00 PM

Pick Up Date	Use Date	PO #	Customer Pick Up
7/11/2015	7/8/2015	3/30/2015	

Qty	Description	Rate	Amount
1	20' x 20' Frame Tent White (Steel)	300.00	300.00
13	10' x 10' EZ-UP Frame Tent (includes Sand Bags & Tie Downs) Put in pod container	100.00	1,300.00
32	10' EZ UP Tent Sides (Put in pod container)	10.00	320.00
26	30" Round Cocktail Table 42" High	13.45	349.70
4	42" Round Umbrella Table W/Umbrella	25.00	100.00
	Delivery & Pick up Charge	25.00	25.00

Pay online at: <https://ipn.intuit.com/s8qkq3kb>

Total \$2,394.70

E-mail	symonrent@aol.com
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S & R Event Rental / Ace Canvas
 465 Stephenson Highway, Troy, MI 48083
 248-655-6020 E-MAIL srrent@gmail.com

Page : 1

RENTED/SOLD TO	DELIVERY INFORMATION	INVOICE INFORMATION
7343244502 (478) Ord. 04/30/15 WYANDOTTE STREET ART FAIR WYANDOTTE MI 734-324-4502 FAX : - - PO. No. Drv. Lic#:	HEATHER THEIDE 2624 BIDDLE AVE WYANDOTTE MI 734-324-4502 Delivery Date: TUE 07/07/15 00:00 AM Pick Up Date: SAT 07/11/15 11:00 PM Job Location: 2015 STREET FAIR/	Inv. # 18148 EVENT DATE TUE 07/07/15 00:00 AM SAT 07/11/15 03:00 PM Written By: S.C

ITEMS RENTED AND/OR SOLD
RESERVATION CONTRACT

Sr #	Qty.	Code	Description	Rate	Amount
1	R	40.00 TA0013	TABLE COCKTAIL 30" ROUND TOP	7.50	300.00
2	R	40.00 TA0010	TABLE COCKTAIL ADJ. STEM 30" TO 42	0.00	0.00
3	R	40.00 TA0012	TABLE COCKTAIL BASE	0.00	0.00
4	R	26.00 TA0007	TABLE UMBRELLA 48" ROUND	25.00	650.00

50% Deposit Due Upon Order and Remaining Balance Upon Delivery.

Customer Responsible for Calling "MISS DIG" #800-482-7171 Prior to Installation.

Customer Takes Full Responsibility For Any Structural Alterations After Installation.

Rental	950.00
Delivery Charges	75.00
Sub Total	1025.00
Total Amount	1025.00
Deposit Payment	0.00
Balance Due	1025.00
Adv. Payment	PAY ON RETURN

Lessee's Signature: **X**_____

Printed on 04/30/15 03:15:42 PM

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

7-F

MEETING DATE: May 18th 2015

AGENDA ITEM # _____

ITEM: Wyandotte Street Art Fair - Michigan Lottery Sponsorship

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: Herewith, please find the 2015 sponsorship agreement with the Michigan Lottery for the Wyandotte Street Art Fair. We are very excited to have a partnership with the Michigan Lottery this year, who attends over 30 community events across the state each year. Being that the State is self-insured they will not be required to add the city as additional insured or sign a hold harmless agreement to participate in the event. We are seeking your approval of the attached agreement from the lottery and feel this will be a wonderful partnership for 2015 and beyond.

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:

Revenue of \$7,000 for the 2015 Wyandotte Street Art Fair

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: *S. Dunsdale*

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

MAYOR'S RECOMMENDATION: *JRP*

LIST OF ATTACHMENTS:

Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: May 18th 2015

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 agreement provided by the State of Michigan Lottery for the 2015 Wyandotte Street Art Fair as outlined in the provided communication dated May 18th 2015, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

**MICHIGAN BUREAU OF STATE LOTTERY
STANDARD PROMOTION AGREEMENT**

THIS AGREEMENT (Agreement) is made by and between the Michigan Bureau of State Lottery (Lottery), with offices located at 101 E. Hillsdale, Lansing, Michigan 48933, represented by Simons, Michelson, Zieve, Advertising, Inc. (Agent), with offices located at 1200 Kirts Blvd., Suite 100, Troy, MI 48084 and the City of Wyandotte (Promoter), with offices located at ATTN: Special Events Office, City of Wyandotte, 2624 Biddle Avenue Wyandotte, Michigan 48192, for the advertising, promotion and sale of Lottery products in connection with The Wyandotte Street Art Fair (Event) to be held Wednesday, July 8th through Saturday, July 11th, 2015. The terms of this Agreement shall commence on the date hereof and ends on July 11th, 2015. The parties agree as follows:

1. Purpose

The purpose of this Agreement is to advertise and promote Lottery and the sale of Lottery products. Lottery's participation is limited to the activities contained in the space set forth in Appendix A and Lottery has no control over the Event. Promoter will not make any representation, express or implied, that Lottery has any affiliation with Promoter or the Event, other than advertisement and promotion of Lottery and the sale of Lottery products.

2. Promotional Assets and Fee

In consideration for the Promotional Assets set forth in Appendix A, Lottery agrees to pay the Promotional Fee as set forth in Appendix B. Both Appendix A and B are incorporated as if fully stated herein.

3. Payment of Promotional Fee

The Promotional Fee will be paid by Agent. No invoice will be sent until the Event is officially announced to the media as moving forward. Announcement may be via press release or press conference. All invoices must be sent to: "Simons, Michelson, Zieve Advertising, Inc., 1200 Kirts Blvd., Suite 100, Troy, MI 48084."

4. Agreement Contingent on Appropriation

This Agreement is contingent upon appropriation by the State Legislature. If funds are not appropriated, this Agreement is void and all parties are relieved of any obligation herein. Promoter will not be entitled to the Promotional Fee, nor any other penalty, cost, or damages of any kind.

5. Authority to Provide Promotional Assets

Promoter warrants that it has the authority to enter this Agreement and provide the Promotional Assets set forth in Appendix A. Lack of authority to enter this Agreement or provide any of the Promotional Assets set forth in Appendix A, regardless of size or scope, constitutes a breach of this Agreement, immediately entitling Lottery to damages, including, but not limited to, a full refund of the Promotional Fee. Further, any assurance of authority, through false pretenses, false representation, or actual fraud, to induce entering this Agreement without such authority will be construed as non-dischargeable fraud.

6. Proof of Performance

Promoter agrees to provide a proof of performance report within ninety (90) days after the Event. Report must include evidence of all Promotional Assets identified in Appendix A, including, but not limited to, photographs of signage, displays, or activities, media affidavits, or any other materials demonstrating performance of the Promotional Assets. The report must be sent to: "Michigan Bureau of State Lottery, 101 E. Hillsdale, Lansing, MI 48933, ATTN: Lisa Johnson."

7. Breach of Agreement

Failure by Promoter to provide any of the Promotional Assets described in Appendix A constitutes a breach of this Agreement, entitling Lottery to damages. Because the effect of any Promotional Asset, regardless of size or scope, is unknowable, Lottery will be immediately entitled to, but not limited to, Five-Hundred Dollars (\$500) or an amount equal to 20% of the Promotional Fee, whichever is greater, unless the parties agree in writing to an acceptable alternative.

8. Event Cancellation

Promoter will immediately notify Lottery in writing if the Event or any portion of the Event is cancelled. If the Event or any portion of the Event is cancelled for any reason, including any force majeure, Lottery will receive a prorated refund of the Promotional Fee. Proration will be calculated as the total Promotional Fee, divided by the total number of anticipated Event hours, multiplied by the total hours the Event was not held.

9. Notice

Any notice to either party shall be in writing and sent to the following addresses:

To Lottery: Michigan Bureau of State Lottery
101 E Hillsdale
Lansing, MI 48933
ATTN: Lisa Johnson

To Promoter: ATTN: Special Events Office
City of Wyandotte
2624 Biddle Avenue
Wyandotte, MI 48192

10. Non-Waiver

Failure by Lottery to enforce any provision of this Agreement, including, but not limited to, any of the Promotional Assets set forth in Appendix A, does not waive that provision nor affect Lottery's ability to subsequently enforce that provision or seek damages for failing to satisfy that provision.

11. Event Liability

Lottery is not responsible or liable for any violation of local, state, or federal law, or any intentional or negligent act, by Promoter, its officers, agents, employees, contractors, sub-contractors, or assignees. Lottery is not responsible or liable for any violation of local, state, or federal law, or any intentional or negligent act, by any Event visitor, sponsor, advertiser, booth operator, entertainer, or any officer, agent employee, contractor, sub-contractor, or their assignee of these entities. Promoter will be liable for any damages to Lottery resulting from the above or any force majeure.

12. Accessibility

Promoter warrants that the Event and premises on which the Event is held are accessible to individuals with disabilities as required by Title III of the Americans with Disabilities Act. 42 USC 12111 *et seq.* Promoter is solely responsible for ensuring compliance with Title III of the Americans with Disabilities Act.

13. Assignment of Agreement

Promoter may assign this Agreement only with the express written consent of Lottery. Any assignment of this Agreement absent written consent will render the Agreement void immediately entitling Lottery to a full refund of the Promotional Fee.

14. Completeness of Agreement

The terms of this Agreement along with Appendices A,B, and C, represent the entire understanding of the parties. There are no other terms, conditions, obligations, or understandings.

15. Amendments to Agreement

This Agreement and Appendices A, B, and C, may only be amended by written instrument signed by each party's authorized representative.

16. Interpretation of Agreement

This Agreement will be interpreted liberally and in a manner to best accomplish the purpose of promoting the Michigan Bureau of State Lottery and its products. Any ambiguity in the terms of this Agreement will not be construed against either party. The terms in this document prevail over any contradiction with Appendices A, B, and/or C.

17. Cost of Litigation

In the event of any litigation over liability or the terms of this Agreement, the parties agree to bear the cost of their own expenses, including, but not limited to, attorney's fees.

18. Governing Law

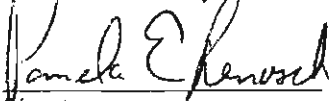
This Agreement will be governed by and interpreted under the laws of the State of Michigan and treated as if entered into entirely within Ingham County, Michigan. Any litigation regarding this Agreement must be brought in Ingham County, Michigan or in accordance with the Court of Claims Act, MCL 600.6401 *et seq.*

19. Severability

If any provision of this Agreement is determined to be unenforceable, then such provision will be modified to best reflect the parties' intent, or struck if modification is not possible. All other provisions will remain in full force and effect.

The undersigned represent that they have completely reviewed, understand, and intend to be legally bound by the terms of this Agreement.

On behalf of Lottery:


Signature

5/7/15
Date

On behalf of Promoter:

Signature

 / /
Date

APPENDIX A
Promotional Assets

PROMOTER TO PROVIDE THE FOLLOWING (COLLECTIVELY, PROMOTIONAL ASSETS):

- A 20' x 30' display space in a mutually agreed upon location on Biddle and Eureka for all days of the Event for the Lottery Mobile Retail Outlet, to promote and sell Lottery products with a 100V/30 AMP electrical service on a dedicated line for display space (see Appendix C).
- Lottery inclusion in media press releases and social media posts for Event.
- ¼ page ad (4.25" x 2 5/8") in Official Souvenir Guide for Event.
- Lottery logo inclusion on Event posters.
- Lottery logo inclusion on official Event website with a link back to www.michiganlottery.com
- Lottery name inclusion in print and radio ads for the Event.

LOTTERY TO:

- Be solely responsible for the set-up and operation of the Lottery Mobile Retail Outlet, including keeping the display clean, free of debris and safe for Lottery personnel, patrons and Event personnel to walk in, by and around the display.
- Provide its logo for inclusion in Event Posters, on the Event website, in press releases, and in social media posts. Lottery to also provide its ad for inclusion in the Official Souvenir Guide.
- Operate within the display space identified in Appendix C.

APPENDIX B

In consideration for the benefits detailed in the Appendix A, Lottery, by and through its Agent, agrees to pay Promoter a Promotional Fee in the amount of seven thousand dollars (\$7,000.00) payable to Promoter by June 30, 2015.

APPENDIX C

Onsite space is defined as below and at the location listed as 2.5:



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

7-G

MEETING DATE: May 18th 2015

AGENDA ITEM # ____

ITEM: Wyandotte Street Art Fair Beverage Ticket Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: As you know, St. Pius Men's Club has worked with the Wyandotte Street Art Fair for many years and has managed the Beverage Ticket areas for the past few. We would like to continue this relationship once again this year, please see the attached contract for the 2015 Wyandotte Street Art Fair, July 8th through the 11th. We feel that the St. Pius Men's Club 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: *Shrydall*

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

MAYOR'S RECOMMENDATION: *JSR*

LIST OF ATTACHMENTS

2015 Wyandotte Ticket Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 18th 2015

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 St. Pius Men’s Club for the 2015 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

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

City of Wyandotte
Wyandotte Street Art Fair
July 8th – 11th 2015
Agreement with St. Pius Catholic School Men's Club

The Wyandotte Street Art Fair enters into an agreement with St. Pius Catholic School Men's Club ("Club") to operate as beer ticket sellers in the River Front and entertainment area during the Wyandotte Street Art Fair – July 8 thru July 11, 2015.

- The Club will check all identification of (and place wrists bands on) customers wishing to purchase tickets for alcoholic beverages.
- The Club will collect money, present change and tickets for the purchase of alcoholic beverages.
- The Club will not allow any workers under the age of 21 to participate in the project.
- The Club will provide staffing commiserate with anticipated crowd volume during each day of the fair. The Club will provide at least two workers at the Riverfront Entertainment Area from 10 am to 4 pm and six workers from 4 pm to 10:30 pm each day each day of the Fair.
- The Booster Club will provide two workers at the Biddle Avenue Beer Area from 10 am to 8 pm each day of the fair.
- The Club will provide the City of Wyandotte with a complete staffing schedule prior to the event.
- The City will provide a check of 5% of the gross beer sales to the Club after the event, no later than 30 days.
- The Club will provide staffing for Parking Lot 1 (north end of the Oak & Van Alstyne) each day of the Fair (7 am – 11 pm).
- St. Pius Catholic School Men's Club retains the right of first refusal as beer ticket sellers for the 2014, and 2015 Wyandotte Street Art Fair events. If St. Pius Catholic School Men's Club wishes not to participate in the 2015 WSAF, they must notify the WSAF Staff no later than May 1st 2015, at that time future contracts would be renegotiated. Should the Club be unable or unwilling to fulfill their duties, they will advise The Wyandotte Street Art Fair in writing and in a timely manner.

Mayor Peterson

Date

City Clerk

Date

St. Pius Men's Club

Date

5-9-15

Residential: \$300.00
Commercial: \$600.00
Plan Development \$1,000.00

CITY OF WYANDOTTE
3131 Biddle Avenue
Wyandotte, Michigan 48192
734.324.4551

APPLICATION FOR REZONING

Deadline 5/18/15
Meeting 6/18/15
8
R# 48733

INSTRUCTIONS TO APPLICANT: Application must be submitted to the Department of Engineering and Building on Monday before 5:00 p.m. to be placed on the next Council Agenda. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, requested zoning and a review of the site plan if required.

The Honorable Mayor and City Council:

I (We), the undersigned, hereby petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested, and in support of this application, the following facts are shown:

The property sought to be rezoned is located at 1777 OAK ST between 17TH
STREET ADDRESS STREET
and 20TH on the SOUTH side of the street, and is known as lot(s) number
STREET N-S-E-W
187+188 of BAISLEY PARK SUBDIVISION Subdivision,
Lot Size 60x112

The property is owned by:

Name RONALD MENDEHALL JR Street Address 649 POPLAR
City WYANDOTTE State MI Zip 48192
Phone # 734-365-3926

PRESENT ZONING: RM-2 REQUESTED ZONING: B-2

It is proposed that the property will be put to the following use: AUTO DETAILING

****REQUIRED FOR P-1 or RM-1A****

Attached hereto are three (3) prints of a site plan showing the lot(s) or parcel(s) under petition, and the intended layout. These prints are made a part of this petition and are drawn to scale.

****OPTIONAL****

I (We) attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such change will not be detrimental to the public welfare, or to the property of other persons located in the vicinity thereof.

Signature of Applicant: Ronald R Mendehall Jr Address: 649 Poplar
WYANDOTTE, MI. 48192

OFFICE USE ONLY

Receipt # _____ Date: _____

Engineer's Signature _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: May 18, 2015

AGENDA ITEM # 9

ITEM: Purchase Agreement to sell City owned property known as former 3626 3rd Street

PRESENTER: Mark A. Kowalewski, City Engineer

BACKGROUND: The former 3626 3rd Street was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home. Kevin Peters is proposing to construct a single family home consisting of approximately 1,550-1,600 square feet, 3 bedrooms, 2.5 baths, full basement and attached garage. The exterior will be vinyl.

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 neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The Purchasers will be purchasing this property for \$10,000 which will be placed as a mortgage on the property payable if the property is sold or transferred in any manner within ten (10) years of the date of closing date. Should the property sell or is transferred in any manner before the ten (10) years have expired the entire purchase price plus all closing cost will be due immediately upon sale or transfer to the City of Wyandotte. The mortgage will be executed at time of closing.

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shypdale*

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal.

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Purchase Agreement and Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home

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

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

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

City
Xxxxxxxx of
Xxxxxxx

Wyandotte County, Michigan, described as follows: Lot 7 Block 110 Subdivision of Blocks 110,131 City of Wyandotte as recorded in Liber 1 Page 309 of Plats, WCR being known as Former 3626 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 Ten Thousand and 00/100 (\$10,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY: Paragraph A See addendum for additional conditions
(Fill out one of the four following paragraphs, and strike the remainder)

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
Cash Sale with New Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing Mortgage	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on Land Contract	D. Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.
Sale to Existing Land Contract	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a complete Abstract of Title and Tax History, certified to a date later than the acceptance hereof. In lieu, thereof, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy and closing cost of \$200.00 at time of closing.
Time of Closing	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default	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.
Seller'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.
Title Objections	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.
Possession	

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

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. In Consideration of the Broker's effort to obtain the Seller's approval, it is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit 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 <u>\$0.00</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered in the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ _____ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: See Addendum for additional Paragraphs 12 through 20 and Signatures

IN PRESENCE OF:

L. S.
Purchaser

L. S.
Purchaser

Address _____

Dated _____ Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____
Broker

Phone _____ By: _____

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

IN PRESENCE OF:

L.S.
Seller

L. S.
Seller

Address _____


Dated: _____ Phone _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____ L. S.
Purchaser

. This Agreement is contingent upon the following:

- 

Kevin Peters Purchaser
- _____

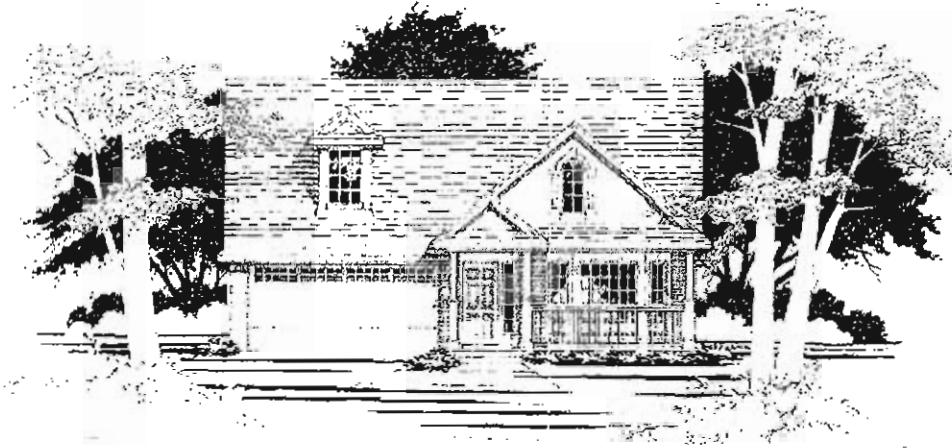
Purchaser

Joseph R. Peterson, Mayor

William R. Griggs, City Clerk
3200 Biddle Avenue
Wyandotte, Michigan 48192

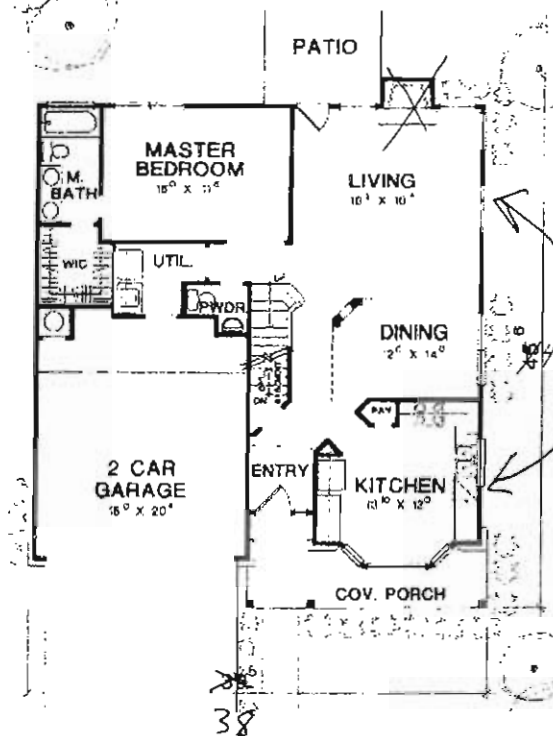
Legal Department Approval

Attachment A

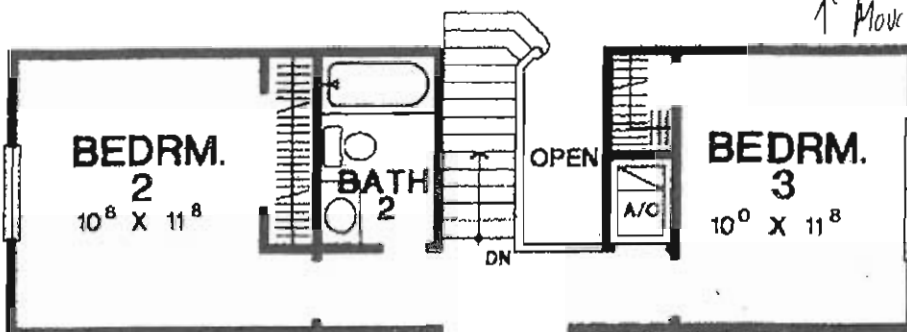


Page 1 of 1

1st Floor



2nd Floor



↑ Moving this out to extend the bedrooms

Build a **FUTURE**
in *Wyandotte*

**SPECIFICATION FOR ACQUISITION OF
VACANT PARCELS
FOR THE CONSTRUCTION OF A
NEW SINGLE FAMILY HOME
ON PROPERTY OWNED BY
THE CITY OF WYANDOTTE**

Department of Engineering and Building
City of Wyandotte, Michigan

Mark A. Kowalewski,
City Engineer

INSTRUCTIONS AND CONDITIONS

Delivery

Proposals with deposits shall be delivered to the City Engineer at Wyandotte City Hall, 3200 Biddle Avenue, Michigan, 48192 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Separate Proposals

A separate proposal must be submitted for each parcel. Proposals will become the property of the City of Wyandotte.

Expeditious Agreement

The maker of the best proposal, as recommended by the Committee, shall expeditiously enter into a purchase agreement, subject to the terms set forth in these Specifications for submission to the City Council.

Terms of Sale

These lots are available for \$10,000. The City is discouraging any bids under \$10,000. The City offers terms for the sale of these lots which are as follows:

1. \$10,000 Cash plus all closing costs due at time of closing.
2. \$5,000 due at closing and \$5,000 plus closing cost (ie title commitment, recording fee, mapping fees) as a no interest fee lien on the property payable upon the next sale or if the property is remortgaged or transferred in any manner.
3. \$10,000 placed as no interest fee lien on the property which also includes closing costs (ie title commitment, recording fee, mapping fees). This lien will be forgivable if the purchaser(s) occupy the property as their primary residences for ten (10) years. Note: the City will not subordinate this lien.

Further, a reduction of the purchase price of \$2,000 is available if the purchaser agrees to install energy saving systems such as solar systems capable of supplying 1 kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and providing hot water.

As Is Condition

This property is being sold, in an "as is" condition without expressed or implied warranty. The City of Wyandotte assumes no responsibility for the environmental conditions of the properties.

Prospective purchaser understand that, whether buildings were removed or not, the City of Wyandotte accepts no responsibility for underground conditions in cases where there were previous structures, with or without a basement.

Title Insurance

The City of Wyandotte will furnish a warranty deed. Title insurance must be obtained at the purchaser's expense. The City will provide its policy, if available, to the successful proposal maker as credit on a new policy.

Taxes and Prorated Items

All taxes and assessments which have become a lien upon the land as of the date of the Purchase Agreement shall be paid by the City as Seller. Current taxes, if any, INCLUDING CURRENT TAXES ON HOMES ALREADY DEMOLISHED, shall be prorated and adjusted as of the date of closing in accordance with the "Due Date" basis of the taxing unit in which the property is located.

Neighborhood Enterprise Zones (NEZ)

Properties which are located in an NEZ are eligible to receive a twelve (12) year tax abatement, which will reduce the taxes paid by homeowners. Proposals will be accepted by Developers and/or Builders and/or Owner Occupied Persons. The City may show preference towards an owner occupant's proposal depending on the quality of the proposal received. Example of the tax saving is as follows:

Home valued at \$200,000 **without** the tax abatement using 2006 Homestead Tax Rate:

Taxable Value for land and house \$100,000 x 48 mills = \$4,800.00

Home valued at \$200,000 **with** the tax abatement using 2006 Homestead Tax Rate:

Taxable Value for land \$10,000 x 48 mills = \$480.00

Taxable Value for home \$90,000 x 16.86 mills = \$1,500.00

This is a yearly savings of \$2,820.00

CONTACT THE ENGINEERING DEPARTMENT TO SEE IF LOT IS ELIGIBLE FOR THIS TAX INCENTIVE.

Closing Fee

Purchaser is responsible for the payment of the TWO HUNDRED (\$200.00) DOLLAR closing fee. The closing fee will be paid at time of closing.

Subdivision Precluded

The properties are being offered as one single parcel each and shall not be subdivided.

Dirt Removal

Said Agreement will provide that dirt shall be removed from the site at Purchaser's expense.

Subject to Easement

The City will require the granting of a five (5) foot easement as part of the condition of sale. This Easement will be for future underground access for decorative 14' LED Lamp Post fixtures.

Building Permit Prior to Closing

The Purchase Agreement will require that a building permit be obtained prior to closing. Permits will only be issued to licensed residential builders.

Exception - A homeowner who meets the following requirements: A bona fide owner of a single family residence which is or will be on completion, for a minimum of two (2) years his or her place of residence, and no part of which is used for rental or commercial purposes, nor is contemplated for such purpose, may do his or her own work, providing he or she applies for and secures a permit, pays the fee, does the work himself or herself in accordance with the provisions hereof, applies for inspections and receives approval of the work by the code official. Failure to comply with these requirements will subject the owner's permit to cancellation. Owners building their own homes, will be required to sign an affidavit that they understand and agree to these conditions. Any violation of the two (2) year occupancy requirement will result in prosecution by the City.

Purchaser will have 120 days to obtain a building permit from the date of the Agreement. One (1) thirty (30) day extension may be granted by the City Engineer if there is a good reason.

Timely Development

Purchaser agrees to undertake development for the construction of a Single Family Dwelling no later than six (6) months from the date of the closing. Purchaser's failure to undertake development results in the City's right to repurchase the property at 80% of the purchase price as evidenced and enforced by a recordable document.

Guideline Price Not Binding

These lots are available for \$10,000. The City is discouraging any bids under \$10,000. The City offers terms for the sale of these lots which are as follows:

1. \$10,000 Cash plus all closing costs due at time of closing.
2. \$5,000 due at closing and \$5,000 plus closing cost (ie title commitment, recording fee, mapping fees) as a no interest fee lien on the property payable upon the next sale or if the property is remortgaged or transferred in any manner.
3. \$10,000 placed as no interest fee lien on the property which also includes closing costs (ie title commitment, recording fee, mapping fees). This lien will be forgivable if the purchaser(s) occupy the property as their primary residences for ten (10) years. Note: the City will not subordinate this lien.

Further, a reduction of the purchase price of \$2,000 is available if the purchaser agrees to install energy saving systems such as solar systems capable of supplying 1 kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water.

Reservation

The City reserves the right to reject any or all proposals and the right to waive any formal defects in proposals when deemed in the best interest of the City.

REQUIREMENTS

Sales Price

The proposed price must be written in both words and numerals. These lots are offered for \$10,000 per buildable lot. The following are the options available for purchase:

1. \$10,000 Cash plus all closing costs due at time of closing.
2. \$5,000 due at closing and \$5,000 plus closing cost (ie title commitment, recording fee, mapping fees) as a no interest fee lien on the property payable upon the next sale or if the property is remortgaged or transferred in any manner.
3. **\$10,000 placed as no interest fee lien on the property which also includes closing costs (ie title commitment, recording fee, mapping fees). This lien will be forgivable if the purchaser(s) occupy the property as their primary residences for ten (10) years. Note: the City will not subordinate this lien.**

Further, a reduction of the purchase price of \$2,000 is available if the purchaser agrees to install energy saving systems such as solar systems capable of supplying 1 kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water.

Disclosure and Anti-Collusion

Proposal makers must complete the sworn affidavit included in this RFP, listing all persons, firms or corporations having any interest in the Agreement that would result from acceptance of the proposal, and stating whether any member of the City Council, or Officer, or Employee of the City is directly interested in said proposal.

Deposit

The proposal maker must accompany the proposal with a deposit in the form of a cashier's check, bank money order, or certified check payable to the City of Wyandotte for ten (10%) percent of the amount offered for the parcel. This earnest money deposit shall be applied to the purchase price at the time of closing.

In order to protect the integrity of this solicitation and review process, deposits may be forfeited in cases where acceptable proposals are withdrawn prior to execution of any Agreement. All other deposits shall be returned at the direction of the City Council.

Once the City determines to enter into an Agreement and the proposal maker fails to consummate the sale, the Deposit will be forfeited to the City of Wyandotte.

Evaluation

In order to best serve the City's interest, proposals will be evaluated for: highest and best use of the property; quality of development as measured by meeting or exceeding the suggested minimum features; and the demonstrated experience, qualifications, and readiness of the prospective purchaser. The highest dollar amount does not necessarily determine the best proposal.

Equalization Factor

Any current Wyandotte Resident submitting a proposal on lots included in these specifications will receive a five (5%) percent Equalization Factor Credit on their proposal price for the property should their proposal be considered equivalent in quality to the high dollar bid proposal.

Equivalent in quality shall mean similar size square footage, exterior, amenities, such as but not limited to; fireplaces, tile floors, bay windows, counter tops, bedrooms, bathrooms, fixtures, etc.

Proof of residency will be required upon request.

BUILDING REQUIREMENTS

Harmony with Adjoining Residential Properties

Proposed building should respect the existing character of the immediate neighborhood. McKinley Neighbors United Picture Portfolio applies on lots located in the Neighborhood Enterprise Zone (NEZ) located between Eureka and Grove. This Portfolio is for reference only. The City does not have any of these plans available.

Building Features

Proposals must be attached to Signature Sheet and describe the proposed new single family dwelling by specifying the following features:

- a. Number of stories.
- b. Estimated amount of square feet.
- c. Provisions for a garage. *GARAGES PLACED IN FRONT OF THE LIVING QUARTERS, BECOMING THE PREDOMINANT FEATURE (more than 3 feet) IN THE FRONT YARD ARE UNDESIRABLE.*
- d. Number of bathrooms.
- e. Provisions for underground utilities. Contact Wyandotte Municipal Service and Ameritech for information.
- f. Other desirable architectural features such as covered porches, extended soffits, picture windows, bay windows, doorwalls, fireplaces, vaulted ceilings.
- g. Trim on house (vinyl, aluminum or painted wood).
- h. Decks or patios

Suggested Minimum Features

One Story Building Minimum Features:

- a. Consist of a minimum of 1,200 square feet of living area. This does not include basement or garage square footage.
- b. Full brick exterior. (Vinyl or aluminum would be considered as an alternative depending on the neighborhood)
- c. Full basement.
- d. All utilities underground (Electric, Cable and Telephone).

Two Story Building Minimum Features:

- a. Consist of a minimum of 1,500 square feet of living area. This does not include basement or garage square footage.
- b. Brick exterior on the entire first floor. (Vinyl or aluminum would be considered as an alternative depending on the neighborhood)
- c. Full Basement.
- d. All utilities underground (Electric, Cable and Telephone).

Corner Lots:

- a. Wrap around porches

BUILDING REQUIREMENTS

Required Feature

1. All basements shall have backflow prevention system, which shall include back water valves and sump pump.
2. All basements shall comply with Section R310 – Emergency Escape and Rescue Openings in accordance with the 2003 Michigan Residential Code. Also a cover over the opening ~~will~~ be required in accordance with Section R310.4 - Bars, grills, covers and screens of the 2003 Michigan Residential Code.

Standards

Purchaser understands that development of the property is subject to all the ~~current~~ codes and ordinances of the City of Wyandotte applicable for construction and use, such as the following:

Maximum Height:	Two (2) stories or thirty (30) feet.
Maximum Lot Coverage:	All structures can only cover thirty-five (35%) percent of property.
Yard Requirements:	Front: Minimum of twenty (20) feet. Side: Minimum of four (4) feet, except corner lots require minimum of five (5) feet on side abutting street. Total Side: Twelve (12) feet. Rear: Minimum of twenty-five (25) feet.

NOTE: Submittals which exceed these minimums requirements should be clearly stated on the proposal. More specific information of the proposed project will aid the Land Sale Committee in making its recommendation for acceptance to the Mayor and City Council.

The City reserves the right to reject any proposal wherein the square footage of the house does not meeting with the character of the neighborhood or size of the lot.

Date: _____

TO: The City Engineer
Wyandotte, Michigan

Location of Parcel: _____

THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:

- ☐ INSPECTION: Familiarity with the present condition of premises based on recent inspection.
- ☐ COMPREHENSION: Understanding Specifications including expeditious agreement, Council approval, permit prior to closing, and commitment to develop within six (6) months.
- ☐ PROPOSED BUILDING FEATURES: **PROPOSAL MUST BE ATTACHED.**
- ☐ AMOUNT PROPOSED: _____ Dollars
(\$ _____)
- ☐ DEPOSIT: Ten Percent (10%) of above amount enclosed. Check No. _____
- ☐ EXECUTED ANTI-COLLUSION AFFIDAVIT to be attached.

CHECK ONE:

Proposal Maker will build home to reside in. ☐

Proposal Maker will build home for sale. ☐

SIGNATURE: _____

NAME: _____
Please print

ADDRESS: _____
Please print

Please print

Phone: _____

ANTI-COLLUSION AFFIDAVIT

NOTE: The affidavit set forth before MUST be executed on behalf of the proposal makers and furnished with every proposal.

STATE OF MICHIGAN
COUNTY OF WAYNE

_____, being first duly sworn, deposes and says he/she is the
_____ of _____
(Title) (Name of Company)

the proposal maker which has submitted, on the _____ day of _____,
to the City of Wyandotte, Michigan, a proposal for: Parcel No. _____
known as _____

all as fully set forth in said proposals. The aforementioned proposal maker constitutes the only person, firm or corporation having any interest in said proposal or in any contract, benefit or profit which may, might or could accrue to, or grow out of the acceptance in whole or in part of said proposal, except as follows: _____

Affiant further states that said proposal is in all respects fair and is submitted without collusion or fraud; and that no member of the City Council, or officer or employee of said City is directly or indirectly interested in said proposal.

Affiant Signature

SWORN to and subscribed before me, a Notary Public, in for the above name State and County this
_____ day of _____, 20____.

Notary Public: _____

My Commission Expires: _____

CITY OWNED PROPERTY AVAILABLE FOR THE CONSTRUCTION OF SINGLE FAMILY HOMES

LOTS LOCATED IN THE NEIGHBORHOOD ENTERPRISE ZONE (NEZ 1 AND 2) BETWEEN EUREKA AND GROVE

ADDRESS	STREET	LOT SIZE	ADDRESS	STREET	LOT SIZE
3626	3rd	50 130	615	Orchard	50 140
3740	9th	60 100	*733-737	Pine	50 140
*360-366	Cherry	50 140	755	Pine	50 140
425	Cherry	50 140	846	Pine	50 140
757	Cherry	50 140	864-868	Pine	50 140
816	Cherry	50 140	763	Plum	50 140
824	Cherry	50 140	835	Plum	50 140
534	Orange	50 140	*912	Plum	50 140
664	Orange	50 140			
736	Orange	50 140			

LOTS LOCATED IN THE NEIGHBORHOOD ENTERPRISE ZONE (NEZ 3) BETWEEN ALKALI AND FORD AVENUE

ADDRESS	STREET	LOT SIZE	ADDRESS	STREET	LOT SIZE
1736-1744	2nd	65 130	304-312	Ford	73 107
1745	2nd	52 100	1839	McKinley	60 100
1757	2nd	56 100	1842-1850	McKinley	45 100
1874	3rd	60 100	1851-1857	McKinley	60 100
1725-1727	4th	90 100	1865-1869	McKinley	67 100
1756-1762	4th	60 110	1874	McKinley	60 100
1827-1833	5th	90 100			
1851	5th	45 110			
1703	5th	60 120			

LOTS NOT LOCATED IN THE NEIGHBORHOOD ENTERPRISE ZONE (NEZ)

ADDRESS	STREET	LOT SIZE	ADDRESS	STREET	LOT SIZE
*1522	10th	66 130	522-534	Clinton	80 73.89
3437	11th	60 105	*626	Clinton	50 140
3407	12th	62 100	1078	Cora	80 138
3515-3521	13th	60 99.5	1598	Cora	50 157
452	2nd	84 125	*434	Elm	50 140
668-680	4th	50 104	632	Garfield	54.2 104.4
2080	4th	84.84 100	635	Lincoln	68.48 108.9
839	5th	45 109	659	Lincoln	60 108.9
846-858	5th	90 107	430	Maple	50 140
901-911	5th	70 110	1101	Maple	50 140
1031	6th	70 101	1430	Maple	60 140
833	7th	90 100	1515	Maple	50 140
1722	7th	60 101	302	Riverbank	50 256
*1828-1834	7th	60 101	427	Riverbank	50 256.6
1093-1099	8th	90 102	496	Riverbank	50 256
1757	8th	60 101	1008	Sycamore	50 140
831	Antoine	60 105	1265	Sycamore	50 140
1201	Chestnut	50 140 PA Approved	1427	Sycamore	60 112
993	Eureka	56 119	1508	Sycamore	70 112 PA Approved
1007	Eureka	56 119	115	Walnut	50 140
218	Clinton	97.3 74.4	899	Vinewood	50 115
227	Clinton	49.5 100	900	Vinewood	57 110
392	Clinton	60 73	912	Vinewood	57 110

*Indicates property must be sold to an income qualified buyer

Mc KINLEY NEIGHBORS UNITED



**PICTURE PORTFOLIO
SUGGESTIONS FOR ARCHITECTURAL DEVELOPMENT**

WYANDOTTE'S SOUTH END: A HARMONIOUS BLEND OF OLD AND NEW

3/01/92 (Revised: September 28, 1992)
Second Revision: July 1, 1994)

Mc KINLEY NEIGHBORS UNITED

Welcome to Wyandotte and the McKinley Neighborhood:

This portfolio is designed to be a guide, a representation of what might be accomplished to emphasize the best architectural aspects of the south end of Wyandotte. Wyandotte is a unique city. There is a historic flavor, a harmonious blend of old and new. Many beautiful renovations of existing homes have taken place; some new homes have been designed with an intent to create architectural harmony with these historic homes. As vacant lots become available, Wyandotte faces the task of shaping the environment through new infill construction. The central idea behind good infill construction is a simple one. To a large degree, an infill facade should be designed by those around it. If the design of the new facade grows out of its neighbors, it is sure to be compatible. The appearance of a new home therefore, should be sensitive to the character of its neighbors.

Residents of the McKinley Neighborhood in Wyandotte's south end are working with the City to preserve the Victorian flavor of this quaint old neighborhood. Infill construction featuring Classic Victorian styling is now being highlighted throughout the neighborhood. The Victorian era of architecture (1837-1901) offers homeowners many unique opportunities for elegance in styling when building new single story or two story homes.

Enclosed here are design criteria and architectural renderings that best express what the City of Wyandotte is looking for to achieve this end. In addition to attention to these suggested criteria, please include an inexpensive rendering of your building plans, show in elevations. Proposals which demonstrate unique detail and are in keeping with the contextual harmony of the McKINLEY NEIGHBORS will clearly be given selection priority by the City of Wyandotte. Information pertaining to the quality of interior materials that will be used is also recommended. Varied styles are preferred if seeking more than one property.

Design Criteria

- (1) The proposed height should be within ten percent (10%) of the average height of the existing adjacent structures.
- (2) The relationship of the height to the width of the front facade should also be consistent with the pattern established by existing adjacent structures (see examples below).

Figures A & B below are compatible. Their heights are within the 10% variation. Their height to width relationship is consistent.



FIG A



FIG B



FIG C

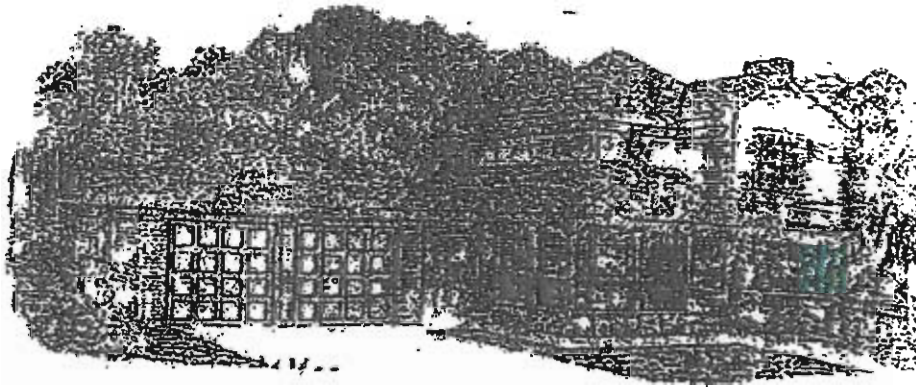
Figure C is not consistent with figures A & B. Figure C's height exceeds the 100% average height variation of A & B. Also, figure C's height to width relationship is disproportionate to A & B. Figure C is too low and too wide to be compatible with its neighboring structures A & B.

(3) The proposed setback should not be more than five percent (5%) in front of or behind the existing setback of adjacent structures.

(3A) Garages should not extend significantly beyond the house but should be subtly integrated with the home itself (see example below). Front loading garages are generally not desirable in the south 'end, as they do not 'fit' with the existing, overall street design. Alley and side entrance garages are more congruent with the existing neighborhood.

Garages placed in front of the living quarters, becoming the predominant feature in the front yard, are undesirable.

Proposals which follow these guidelines will be given priority.



(4) The rhythm of structural mass to voids (openings) across the front facade should be consistent with the pattern established by existing adjacent structures.

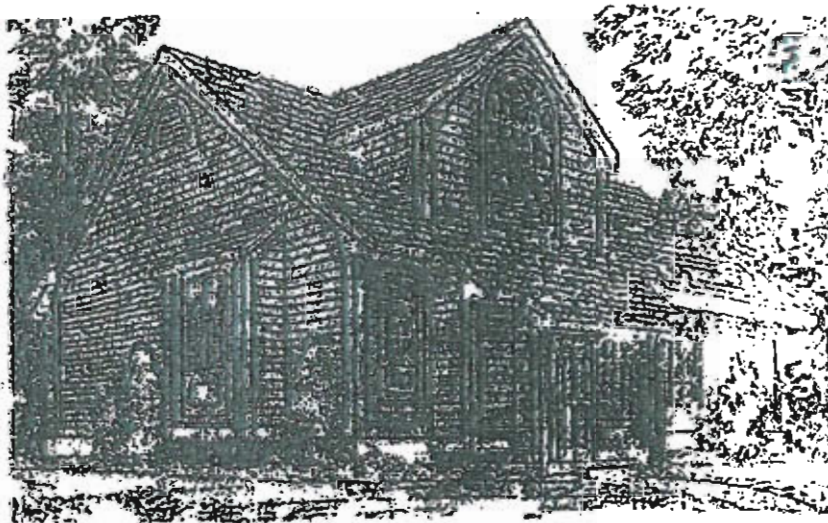
(5) The relationship of the height to the width of windows, doors, and other openings should be consistent with the patterns established by existing adjacent structures. Balance and harmony are clearly affected by window placement (see examples that follow).

(6) The rhythm of structural mass to open space between structures should be consistent with the pattern established by existing adjacent structures.

(7) The rhythm created by the placement of sidewalks, entrances, steps, porches, and canopies should be consistent with the pattern established by existing adjacent structures.

(8) The proposed architectural details, including, but not limited to cornices, lintels, arches, balustrades, chimneys, porches, bays, railings, cupolas, gable ends, brackets, and iron work should be appropriate for the style of the structure on which they are to be used and in pleasing proportions to the whole.

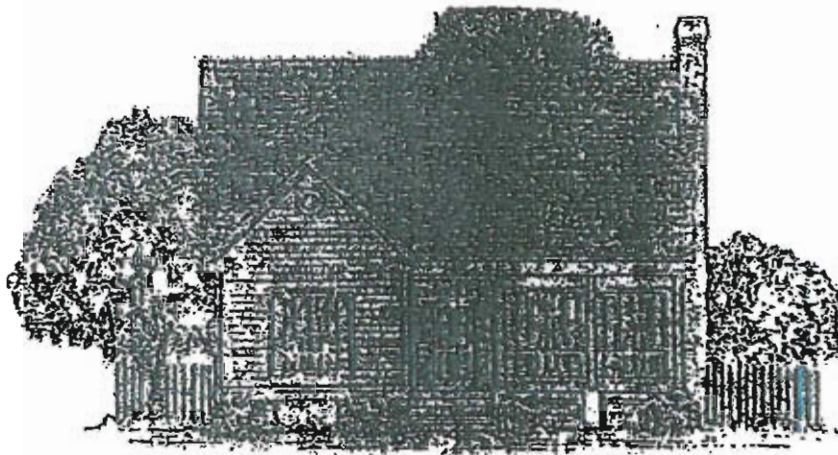
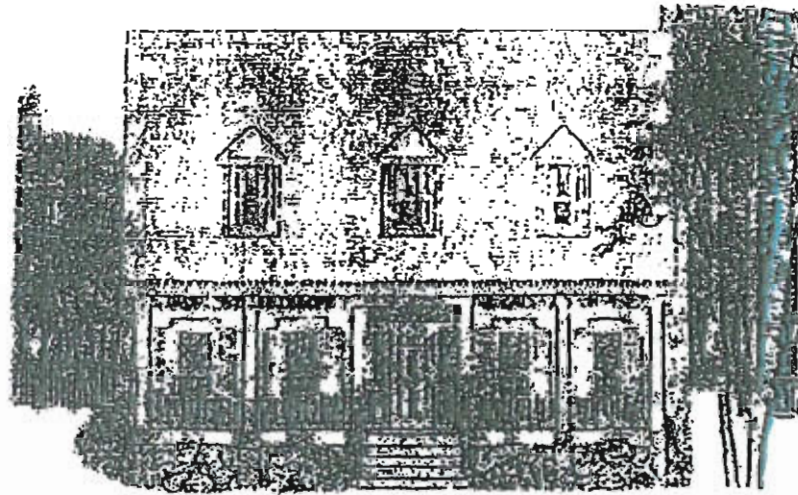
(The following are examples of desirable porch and trim details which add to the unique character of many existing South End homes.)



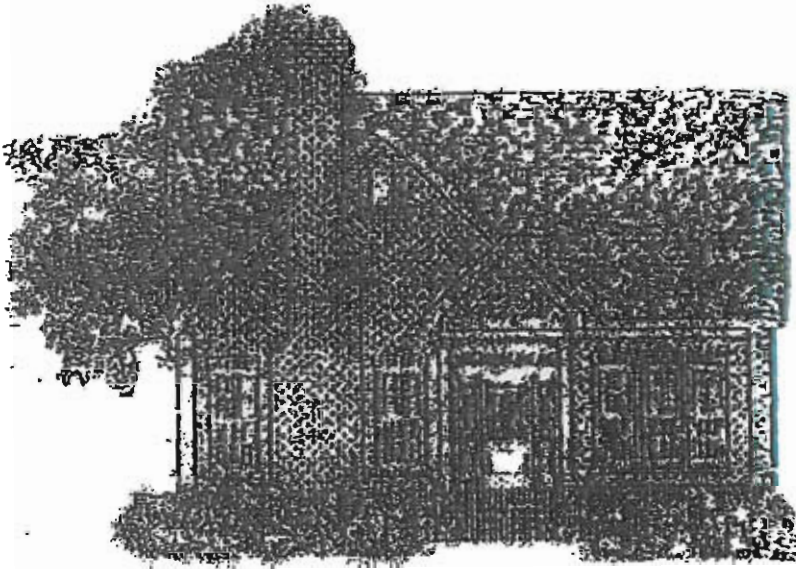
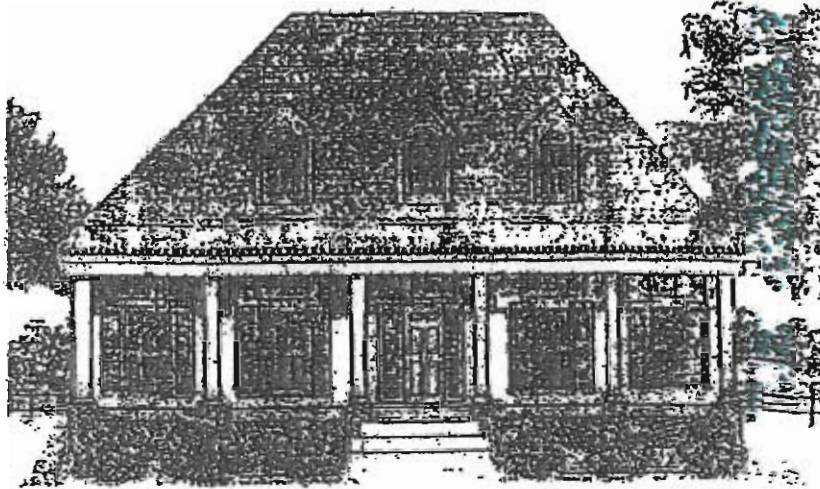
This more modern, energy saving home, is an example of the kind of simple, yet unique detail sought in the McKinley Neighborhood. Window trim, and gabled window dormer add style and appeal.

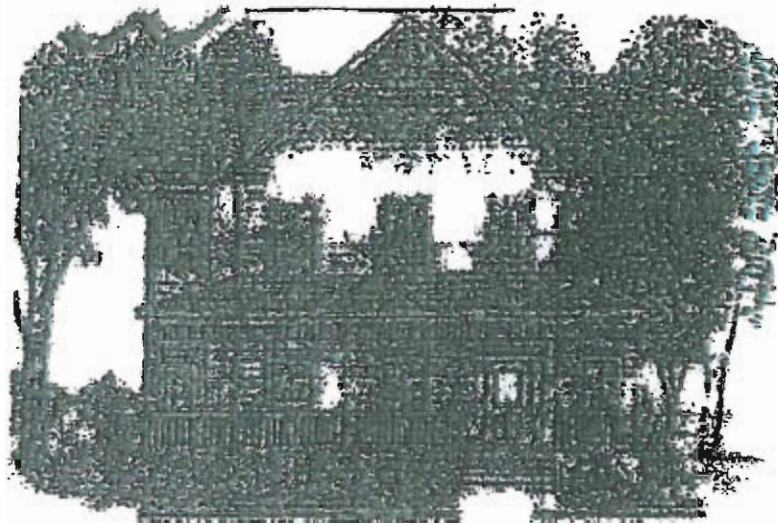
- (9) Construction materials should be the same type as those that have already been heavily used in existing adjacent structures and their size shall be in pleasing proportion to the whole.
- (10) Textures of the building materials should relate to and complement the predominant textures of the materials used in existing adjacent structures.
- (11) Colors, whether of natural materials such as brick, or stone, or applied colors such as paint and pre-colored siding, should relate to and complement the colors used on existing structures.
- (12) ...Roof shape, and skyline should relate to the predominant styles of existing adjacent structures.
- (13) Landscape designs and choices of plant material should be appropriate to the character of the neighborhood.
- (14) Ground covers (ie., brick, paving, block, concrete, slate, etc.) should be of the same types as those already heavily used around existing adjacent structures.
- (15) Special attention should be paid to ensure proper drainage on the property, with the brick shelf being consistent (not above or below) adjoining homes.
- (16) Special attention should also be paid to 'clean up of the construction sites. Builders who dump materials, creating -an eyesore or health hazard for the neighbors will cease to be considered for further business with the city.

Although each of these homes is quite different architecturally, note the window balance achieved in each. Windows are placed in balance to create a smooth passage for the viewing eye:

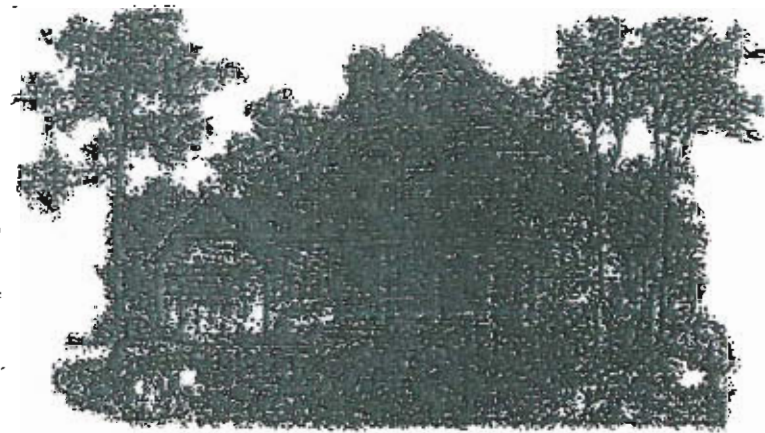


Window Balance

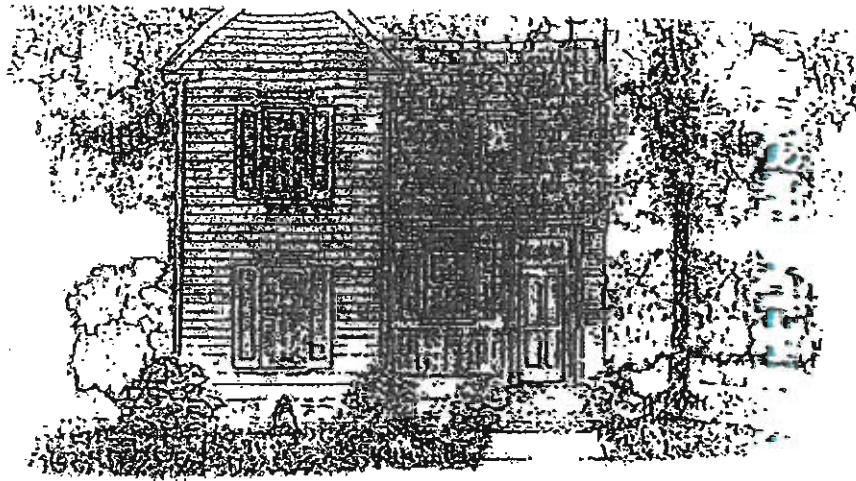




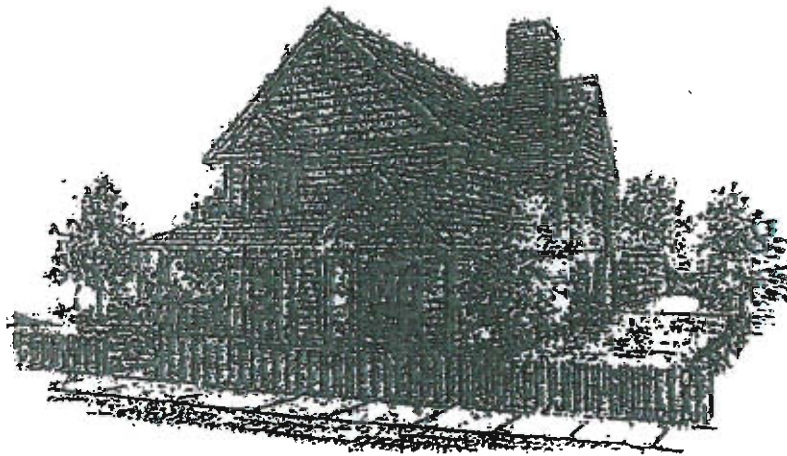
Appealing trim and the wrap-around porch lends both warmth and livability to this house.



Victorian homes are well known for their orientation on narrow building sites. This house is only 38 feet wide. Window design, porch, trim, again add style and livability. The front loading garage is blended subtly into the front facade and does not protrude ignorantly beyond the front of the living area.



This small home displays window shutters and wood trim to create an effect seen throughout the McKinley Neighborhood.



Victorian styling and beauty are captured in this classic design. Fish-scale shingles, bay windows, and lots of gingerbread give this home appeal and interest. This home is designed with attention to several unique South End features including a narrow lot and back alley access. The location of the attached garage is ideal for corner lots.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 18, 2015

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 3626 3rd Street is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 3626 3rd Street to Kevin Peters for the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser, Kevin Peters do not undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the commencement of the building construction. Failure to undertake development or complete construction will results in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A Deed Restriction will be placed on the property which will include this contingency; NOW THEREFORE,

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 3626 3rd Street, between Kevin Peters and the City of Wyandotte for \$10,000 as presented to Council on May 18, 2015.

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: May 18, 2015

AGENDA ITEM #

10

ITEM: Neighborhood Enterprise Zone (NEZ) for former 3626 3rd Street now known as 3628 3rd Street, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 5-13-15

BACKGROUND: This property was listed for sale in accordance with the City's specifications for Build a Future in Wyandotte. The Purchaser, Mr. Kevin Peters is requesting Your Honorable Body support issuing a Neighborhood Enterprise Zone (NEZ) exemption certificate for the home being constructed on the property known as former 3626 3rd Street now known as 3628 3rd Street. 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: *S. Rydell*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

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

City of Wyandotte Michigan

3131 BIDDLE AVENUE 48192

(313) 248-4440

FAX: 248-4518 Administration

FAX: 248-4498 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. SHIMKUS

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.

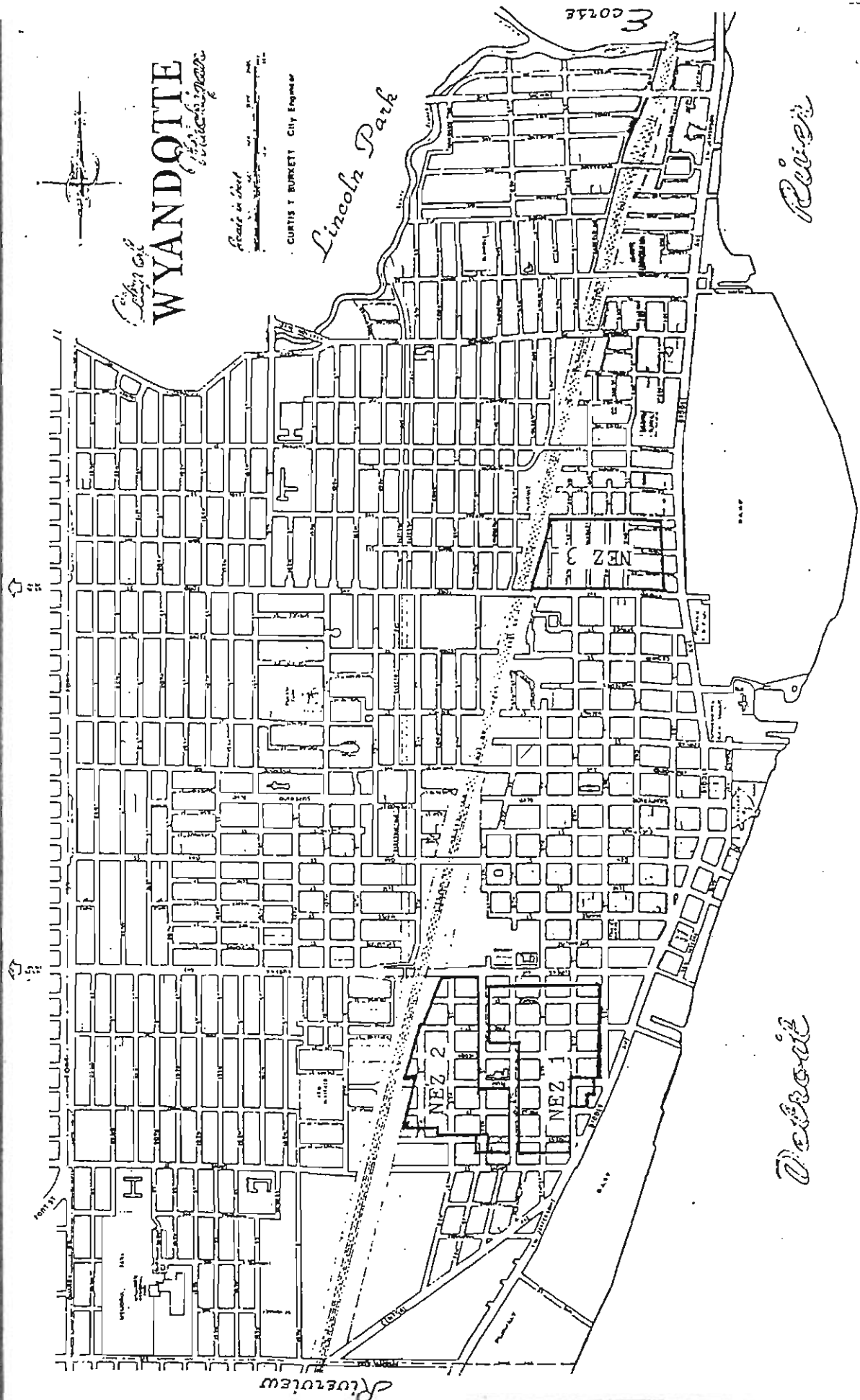
YEAS: Councilmembers Kolakowski, Palamara, Paryaski, Sawicki, Shimkus
NAYS: None

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



NEIGHBORHOOD ENTERPRISE
ZONES

Application for Neighborhood Enterprise Zone Certificate

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

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

STATE USE ONLY	
▶ Application No.	▶ Date Received

PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)			
Applicant Name Kevin Peters		Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitation Facility <input type="checkbox"/> Transfer (1 copy only)	
Facility's Street Address 3628 3rd Street		Amount of years requested for exemption (6-15) 12	Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented
City Wyandotte	State MI	ZIP Code 48192	
Name of City, Township or Village (taxing authority) City of Wyandotte		Type of Property <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village			
County Wayne	School District Wyandotte		
Name of LGU that established district City of Wyandotte		Name or Number of Neighborhood Enterprise Zone NEZ #1	Date district was established
Identify who the work was completed by <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____		Estimated Project Cost (per unit)	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary. Construct a new single family home consisting of approximately 1,550 - 1,600 square feet, 3 bedrooms and 2.5 bathrooms, full basement and attached garage			
Timetable for undertaking and completing the rehabilitation or construction of the facility. Starting project in summer of 2015 to be completed in 2016			
PART 2: APPLICANT CERTIFICATION			
Contact Name Kevin Peters	Contact Telephone Number (734) 771-1493		
Contact Fax Number	Contact E-mail Address		
Owner/Applicant Name Kevin Peters	Owner/Applicant Telephone Number (734) 771-1493		
Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) 2075 20th Street, Wyandotte, MI 48192	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 5/8/2015	

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
<p>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.</p> <p><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.</p>			
Name of LGU City of Wyandotte			
Name of Assessor (First and last name) Thomas Woodward		Telephone Number (734) 324-4511	
Fax Number		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 checked="" type="checkbox"/> Exemption Approved for _____ Years (6-15) <input type="checkbox"/> Exemption Approved for _____ Years (11-17 historical credits) <input type="checkbox"/> Exemption Denied (Include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application: <input 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) 324-4563	
Fax Number		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: May 18, 2015

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 3626 3rd 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 May 18, 2015, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 3626 3rd Street now known as 3628 3rd Street, subject to the proper application materials being submitted to the City and the project's compliance with the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended.

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: May 18, 2015

AGENDA ITEM #

11

ITEM: Amendments to the City of Wyandotte Zoning Ordinance

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski - 5-13-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Enclosed please find the following amendments to the Zoning Ordinance:

1. Townhouse Residential Districts (RM-2) the amendment allows for special uses as indicated in the RM-1 Zoning District such as hospitals, convalescent homes, funeral homes, child care center or day care center, public utility facilities, private outdoor recreation areas, bed and breakfast dwellings, residential boutiques.
2. Neighborhood Business Districts (B-1) the amendment allows uses for business schools, or private schools operated for profit.

STRATEGIC PLAN/GOALS: The City is 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: Refer proposed changes to the Zoning Ordinance to the Planning Commission for the required public hearing.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Planning Commission holds public hearing with recommendation to be reported back to City Council for action.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Support*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Zoning amendments

MODEL RESOLUTION:

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING

ARTICLE VIII – RM-2 TOWNHOUSE RESIDENTIAL DISTRICTS – Section 801 and Section 802

CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment.

The following Section of the City of Wyandotte Zoning Ordinance entitled Article VIII – amending Section 801– Special Uses and adding Section 802 – Required Conditions shall read:

801. Special Uses

The following uses may permitted by the Planning Commission subject to conditions hereinafter imposed in Article XXII for each use and subject to the review and approval of a site plan and in accord with Section 2607 and after a public hearing in accord with Section 2608 by the Planning Commission.

A. Uses permitted as special uses and as regulated in the RM-1A Districts.

802 – Required Conditions

The following conditions shall be required in all RM-2 Districts.

A. All required conditions of the RM-1A District shall apply to the RM-2 District.

Section 2. Severability.

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

Section 3. Effective Date.

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

On the question, “SHALL THIS ORDINANCE NOW PASS?” the following vote was recorded.

YEAS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

NAYS

ABSENT _____

I hereby approve the adoption of the foregoing Ordinance this _____ day of _____, 20____.

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING

ARTICLE XII – B-1 NEIGHBORHOOD BUSINESS DISTRICT, Section 1200 Principal Uses Permitted,
CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment.

The following Section of the City of Wyandotte Zoning Ordinance entitled Article XII – B-1 Neighborhood Business District, Section 1200 Principal Uses Permitted, Subsection E, F, and G shall be amended to read:

1200 Principal Uses Permitted

- E. Business schools, or private schools operated for profit. Examples of private schools permitted herein include, but are not limited to, the following: dance studios, music and voice schools, and art studios.
- F. Other uses which are similar to the above uses.
- G. Accessory structures and uses customarily incidental to the above permitted uses, provided such buildings and uses are located on the same zoning lot with a permitted uses.

Section 2. Severability.

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

Section 3. Effective Date.

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

On the question, “SHALL THIS ORDINANCE NOW PASS?” the following vote was recorded.

YEAS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

NAYS

ABSENT _____

I hereby approve the adoption of the foregoing Ordinance this _____ day of _____, 20____.

RESOLUTION

Wyandotte, Michigan

Date: May 18, 2015

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding changes to the Wyandotte Zoning Ordinance, Article VIII – RM-2 Townhouses Residential Districts and Article XII – B-1 Neighborhood Business District are hereby referred to the Planning Commission for the proper public hearing.

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	_____