

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, JUNE 1, 2015 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE DONALD SCHULTZ

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

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Chris Calvin regarding the conduct during Council Meetings.

PERSONS IN THE AUDIENCE:

NEW BUSINESS (ELECTED OFFICIALS):

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

2. Communication from Councilman Stec relative to the Council Meeting held on May 11, 2015 as it pertains to "New Business" and "Late Items".
3. Communication from the City Engineer and City Attorney regarding the response to Judith Maiga and Michael Izzo relative to entry to adjoining premises to make improvements or repairs.

4. Communication from the DDA Director relative to Vendor Parking at the 2015 Wyandotte Farmers Market.

5 . Communication from the Director of Museums and Cultural Affairs regarding the 2015 Wyandotte Street Art Fair Marketing Contracts.

6. Communications regarding the Outdoor Café at 126 Oak Street

A. Communication from the Planning Commission

B. Communication from the City Engineer

C. Communication from the owners of Captains

7. Communications from the Special Event Coordinator as follows:

A. WSAF Lemonade Agreement

B. WSAF Entertainment Contract

C. Liberty & Freedom Speech Event on Saturday, June 13th, 2015 at Bishop Park

D. Seaway Boat Club event on Friday and Saturday, August 14th and 15th

8. Communication from the Superintendent of Recreation responding to John Darin's letter regarding the Grove Street Green Belt.

9. Communication from the Assistant General Manager regarding Year to Date Financial Results for Period Ending 3/31/2015.

10. Communication from the City Engineer regarding the response to Tom and Donna Lengyel ; acquiring adjacent property known as the former 600-604 Poplar.

11. Communications from the City Engineer regarding the sale of city-owned property the former 869-5th.

12. Communication from the City Engineer relative to the site plan renovations for 2446-8th.

13. Communication from the City Engineer regarding the sale of city-owned property the former 2544-4th.

14. Communication from the City Engineer submitting the amendment to the lease agreement - 3003-3005 Biddle Avenue.

15. Communication from the City Engineer regarding placing a barricade in the alley between Eureka Service Drive and orange Street East of 11th Street.

16. Communication from the City Engineer relative to amendments to the City of Wyandotte Zoning Ordinance B-1 Zoning District.

17. Communication from the City Engineer regarding amendments to the City of Wyandotte Zoning Ordinance RM-2 Zoning District.

18. Communication from the City Engineer relative to the sale of city-owned property on the Northeast Corner of 14th and Grove.

19. Communication from the City Engineer regarding setting up a SHOW CAUSE HEARING for the property located at Oak and 2nd Streets (SW Corner).

20. Communication from the City Administrator regarding various services performed by the City of Wyandotte.

CITIZENS PARTICIPATION:

AUTOMATIC REFERRALS:

1. PERMISSION GRANTED TO St. Vincent Pallotti requesting the use of Bishop Park for their annual "Mass in the Park" on Saturday, June 20, 2015 at 4:00 p.m.

COPIES TO POLICE, FIRE, RECREATION, DPS

2. PERMISSION GRANTED to Garfield Elementary School to close Superior Boulevard between 3rd and 4th Street on the north side for the following

Tuesday, June 2, 2015 3:00 to 8:00 pm. (Family Picnic)

Thursday, June 4, 2015 8:30 to 2:30 p.m. (PBIS Behavior Celebration)

Friday, June 5th 2015 8:30 to 2:30 p.m. (PBIS Behavior Celebration)

COPIES TO POLICE, FIRE, DPS

REPORTS AND MINUTES:

Daily Cash Receipts	May 21, 2015	\$63,189.07
Beautification Commission	April 8, 2015	
Beautification Commission	May 13, 2015	
Municipal Service Commission	May 13, 2015	
Recreation Commission	May 12, 2015	
Zoning Board of Appeals	May 6, 2015	
Retirement Commission	May 21, 2015	
Planning Commission	May 21, 2015	
Planning Commission	April 16, 2015	

Dear Mayor & Council,

5-22-2015

①

I am writing this letter to point out that the City Council meetings should be conducted with more professionalism. Your process for preparing for the meeting is you get an agenda the Friday before and if you have any questions you should investigate and get your answers or information prior to the meeting. When you get to your meetings you should be ready to make your decisions, that will keep the meetings more professional. When you have people that bring forward their opinion on issues at the time for Persons to speak during the meeting, it should not be used to ask questions that are argumentative. You as Council members are supposed to be the leaders of the community and should have more information to make a better discission for the city. When you collect your information all of it should be used to determine your best decision. When you vote, it should be because you are fully informed on the issue. If you must vote no on an issue it should be because you have a better idea than what was presented not just because of who presented the agenda. During the meeting you should be ready to vote. The meetings should be kept professional, so when it is time to vote on the issues you should need little or no discussion. The grandstanding on issues and being argumentative is not casting a good light on our city. I'm sure there are ways to get educated on how to work better as a council, I think that would be a great idea. I have been on different sides of issues whether it be for schools or the city, I have tried to stay professional while handling them. I hope this letter helps this council in the future with how they are prepared for their meetings.

Thank you,

Chris Calvin

Chris Calvin

466 Sycamore

OFFICIALS

Thomas Woodruff
CITY ASSESSOR

William R. Griggs
CITY CLERK

Todd M. Browning
TREASURER



MAYOR
Joseph R. Peterson

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

June 14,
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



OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

May 19, 2015

RESOLUTION

Councilman Lawrence S. Stec
3200 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda
Supported by Councilman Daneil E. Galeski

RESOLVED by the City Council that the communication from Councilman Lawrence S. Stec relative to the "New Business" and "Late Item" portions of the City Council Agenda is hereby held in abeyance until June 1, 2015

MOTION UNANIMOUSLY CARRIED

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on May 18, 2015.

William R. Griggs
City Clerk

**CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 14, 2015

AGENDA ITEM #

3

ITEM: Response to Judith Maiga and Michael Izzo

PRESENTER: Mark A. Kowalewski, City Engineer and William R. Look, City Attorney

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski and William Look

BACKGROUND: In response to the above request, the following circumstances apply. Article 1, Section 17 of the Michigan Constitution states in part that no person may be deprived of life, liberty, or property without due process of law. The state legislature has adopted a law concerning entry upon adjoining premises to make improvements or repairs which is attached to this communication. This law is contained in chapter 29 of the Revised Judicature Act which is designed for specific actions involving civil matters. The law indicates that when an owner seeks to make improvements on their property but cannot reasonably do so without entering the premises of the adjoining owner, and where permission to enter has been refused, the owner seeking to make improvements may commence a civil action in the Circuit Court of the county in which the property is located. Under the law, the court may grant a limited license for entry upon their neighbor's property under terms as justice and equity require.

Under the law, the court considers:

- A. The date for entry upon the property
- B. The method proposed to protect the property owner against damage
- C. Court may impose a bond or liability insurance upon the person entering upon their neighbor's property

Therefore, it is our opinion that state law is controlling and the City does not have legal authority to adopt an ordinance as requested.

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

ACTION REQUESTED: No action at this time.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: MCLA 600.2944

cc: Judith Maiga and Michael Izzo

600.2944. Entry upon adjoining premises, improvements or repairs;..., MI ST 600.2944

Michigan Compiled Laws Annotated

Chapter 600. Revised Judicature Act of 1961 (Refs & Annos)

Revised Judicature Act of 1961 (Refs & Annos)

Chapter 29. Provisions Concerning Specific Actions (Refs & Annos)

M.C.L.A. 600.2944

600.2944. Entry upon adjoining premises, improvements or
repairs; venue; complaint; limited license; damages, security

Currentness

Sec. 2944. When an owner or lessee seeks to make improvements or repairs to real property so situated that the improvements or repairs cannot reasonably be made by the owner or lessee without entering the premises of an adjoining owner or his lessee, and permission so to enter has been refused, the owner or lessee seeking to make the improvements or repairs may commence a civil action in the circuit court of the county in which the property is located. The complaint shall state the facts making the entry necessary, the date on which entry is sought, the duration and the method proposed for protecting the defendant against damage. The court may grant a limited license for entry upon such terms as justice and equity require. The owner or lessee to whom the limited license to enter is granted shall be liable to the adjoining owner or his lessee for damages occurring as a result of the entry and shall file such bond or liability insurance or both as shall be required by the court.

M. C. L. A. 600.2944, MI ST 600.2944

The statutes are current through P.A.2015, No. 9, of the 2015 Regular Session, 98th Legislature.

End of Document

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MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: , 2015

June 1st

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer and Department of Legal Affairs regarding the response to the communication from Judith Maiga and Michael Izzo regarding allowing safe and reasonable access to property is hereby received and placed on file.

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

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

May 12, 2015

RESOLUTION


Judith Maiga and Michael Izzo
128 Cedar
Wyandotte, Michigan 48192

By Councilman Ted Miciura Jr.
Supported by Councilwoman Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Engineer and Department of Legal Affairs regarding the response to the communication from Judith Maiga and Michael Izzo regarding allowing safe and reasonable access to property is hereby held on abeyance for two (2) weeks.

MOTION UNANIMOUSLY CARRIED
RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on May 11, 2015.


William R. Griggs
City Clerk

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

April 21, 2015

RESOLUTION

Judith Maiga and Michael Izzo
128 Cedar
Wyandotte, Michigan 48192

By Councilwoman Sheri M. Fricke
Supported by Councilman Ted Miciura Jr.

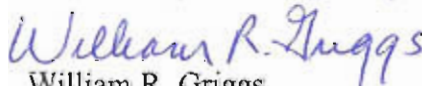
RESOLVED by the City Council that the communication from Judith Maiga and Michael Izzo, 128 Cedar, Wyandotte regarding the request for a City Ordinance relative to allowing safe and reasonable access to property when home improvements are necessary on a homeowners property is hereby referred to the City Engineer and Department of Legal Affairs for a review and report back in three weeks. (May 11, 2015).

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting on April 20, 2015.


William R. Griggs
City Clerk

CC: City Engineer , City Attorney



April 10, 2015

Mayor Joseph Peterson and City Council Members:

Re: Request for City Ordinance Allowing Safe and Reasonable Access to Property

Dear Mayor and City Council:

I approach the Mayor and Council Members today with a request for a City Ordinance that will allow safe and reasonable access upon the property of a neighboring resident in cases where repairs/painting/improvements, etc. may need to be carried out on one's property and where it is impossible to do so without stepping on or temporarily utilizing the driveway or side yard of another resident.

Many communities have these types of ordinances where the residences are within close proximity of each other and Wyandotte certainly has many, many homes that are within feet, and in some case even inches, of each other.

In the situation where a resident is having major work such as a roof replacement, siding or painting, the contractor may need to use the driveway or side yard of a neighbor to complete the work and this requires stepping on the property other than that owned by the person having the work done. Technically, this could be considered trespassing. It is my understanding upon contacting the City of Wyandotte that NO current ordinance of this type exists.

If the permission and cooperation of the next door neighbor is required and if the neighbor happens to be an unreasonable neighbor (and we unfortunately know first hand of examples of this within this City) who decides to deny the contractor access, the homeowner is left with few options to complete the work or have it completed. In short, if an unreasonable neighbor blocks his/her property or says "no", the homeowner has no way to perform repairs or have work done. This is not to imply that the neighbor of residents should not be given notice - notice should always be required out mere politeness, however, this ordinance would grant relief for those homeowners looking to have work performed who may be dealing with a vacant/missing homeowner or simply a neighbor who doesn't want to or won't cooperate. An ideal city ordinance would include:

1) Criteria on which safe and reasonable access onto another resident's property would be granted, i.e., having contractual or repair work done, painting, window replacement, chimney repair, siding, etc.

2) The manner in which the homeowner having the work done shall notify the city and its neighbors that work is being done and MAY require access to the other resident's property.

3) The consequences for failing to notify neighboring residents that their property may be accessed during work performed.

4) The consequences for the party to whom the request/notification is given for failing to allow contractors reasonable and safe access on one's property while they are attempting to perform repairs or other general upkeep on the property of another neighbor.

5) That "safe and reasonable access" shall include but not be limited to: Making sure any driveways or side yards are free of vehicles or movable structures that may inhibit the ability of crews to perform the necessary work.

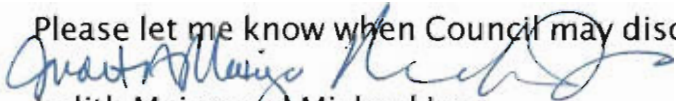
6) A provision that the person/company performing the work (and/or the homeowner) shall be liable for any damage which may occur during the work process or in the alternative the homeowner signs a form accepting liability and responsibility for any damages that may occur.

I have attached a copy of a sample of such an ordinance, however, in the attached ordinance it is required that a license be applied for to grant access, which may be a bit extreme, unless the license comes at a very nominal cost and can be granted by the city and not a Judge.

I think it imperative that violation of this ordinance carry a consequence. If a reasonable person is notified that a contractor or person performing work MAY need access and fails to provide it, it will be detrimental to both residents and contractors attempting to perform work in the city. Residents are already required to grant this type of access to city and state employees and there is no reason they should not be required to do so, when given notice.

I thank you in advance for your consideration. One would hope that in a perfect world people could just get along and this type of ordinance would not be necessary, but we all know this is simply not always the case. In speaking to several contractors I have heard many horror stories of neighbors blocking or refusing access for repairs or where the owner of the adjacent property could not be located to grant permission for entry. Homeowners should be confident in a city with narrow lots such as ours that they will be able to have improvements or repairs performed without relying on permission of neighbors who may not be willing to cooperate for no real reason other than to be difficult.

Please let me know when Council may discuss this proposed idea.



Handwritten signature in blue ink, appearing to read "Judith Maiga and Michael Izzo".

Judith Maiga and Michael Izzo

128 Cedar Wyandotte MI 48192

New York Real Property Actions & Proceedings - Article 8 - § 881 Access to Adjoining Property to Make Improvements or Repairs

[Legal Research Home](#) > [New York Laws](#) > [Real Property Actions and Proceedings](#) > New York Real Property Actions & Proceedings - Article 8 - § 881 Access to Adjoining Property to Make Improvements or Repairs

Free Eviction Notice Form

Free Eviction Notice. All States. Free to Print, Save, & Download!

Real Property Actions and Proceedings

§ 881. Access to adjoining property to make improvements or repairs. When an owner or lessee seeks to make improvements or repairs to real property so situated that such improvements or repairs cannot be made by the owner or lessee without entering the premises of an adjoining owner or his lessee, and permission so to enter has been refused, the owner or lessee seeking to make such improvements or repairs may commence a special proceeding for a license so to enter pursuant to article four of the civil practice law and rules. The petition and affidavits, if any, shall state the facts making such entry necessary and the date or dates on which entry is sought. Such license shall be granted by the court in an appropriate case upon such terms as justice requires. The licensee shall be liable to the adjoining owner or his lessee for actual damages occurring as a result of the entry.

Section: [Previous](#) [§11](#) [§12](#) [§13](#) [§15](#) [§17](#) [§21](#) [§31](#) [§33](#) [§41](#) [§43](#) [§51](#) [§53](#) [§61](#) [§71](#) [§81](#)

Indiana Tech Law School

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Last modified: February 16, 2014

Court Opinions

US Supreme Court
US Tax Court
Board of Patent Appeals

State Laws

Alabama
Arizona

Massachusetts
Michigan
Nevada
New Jersey
New York
North Carolina
Oregon
Pennsylvania
Texas
Virginia
Washington

US Code

1 USC - General Provisions
2 USC - The Congress

7 USC - Agriculture
8 USC - Aliens and Nationality
9 USC - Arbitration
10 USC - Armed Forces
11 USC - Bankruptcy
12 USC - Banks and Banking
13 USC - Census
14 USC - Coast Guard
15 USC - Commerce and Trade
16 USC - Conservation
17 USC - Copyrights
18 USC - Crimes
19 USC - Customs Duties
20 USC - Education
21 USC - Food and Drugs
22 USC - Foreign Relations
23 USC - Highways
24 USC - Hospitals
25 USC - Indians
26 USC - Internal Revenue Code
27 USC - Intoxicating Liquors
28 USC - Judiciary
29 USC - Labor
30 USC - Mineral Lands
31 USC - Money and Finance
32 USC - National Guard
33 USC - Navigation
34 USC - Navy (repealed)
35 USC - Patents
36 USC - Patriotic Societies
37 USC - Uniformed Services
38 USC - Veterans' Benefits
39 USC - Postal Service
40 USC - Public Property
41 USC - Public Contracts

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 1st, 2015

AGENDA ITEM # 4

ITEM: Vendor Parking at the 2015 Wyandotte Farmers Market

PRESENTER: Natalie Rankine - DDA Director

INDIVIDUALS IN ATTENDANCE: **Please note that I will not be in attendance at this City Council meeting due to a prior commitment**

BACKGROUND: The Wyandotte Farmers Market is scheduled to begin on Thursday, June 11th, 2015. The market is located at the corner of First and Elm and will operate from 12:00 noon to 6:30 pm each Thursday through October 1st, 2015. We are asking that some of the parking directly adjacent to the site be posted as use for farmer's market vendor parking starting at 10:00 am on Thursdays. Please find attached a plan of proposed vendor parking spots for the market.

STRATEGIC PLAN/GOALS: *Designing and developing a city-owned and operated year-round Farmers Market in the area surrounding the site of the old Wyandotte Theatre to generate downtown activity and city revenue.*

ACTION REQUESTED: Concur with the Downtown Development Authority Director's request to place 'Wyandotte Farmers Market Vendor Parking' signage at the areas indicated on the attached plan.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Downtown Development Authority Director will supply the Department of Public Services with the attached map for signage placement and coordination.

COMMISSION RECOMMENDATION: Concur

CITY ADMINISTRATOR'S RECOMMENDATION: *Supdel*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *ASP*

LIST OF ATTACHMENTS:

1. Farmers Market vendor parking plan.

RESOLUTION:

BE IT RESOLVED by the City Council that Council concurs with the Downtown Development Authority in the following resolution:

Resolution to place temporary Farmers Market Vendor Only Parking: Thursdays from 11:00 am to 12:00 noon signage in areas around the Farmers Market site from Thursday, June 11th to October 1st, 2015 on Thursdays beginning at 10:00 am until the Farmers Market vendors arrive at 12:00 noon.

I move the adoption of the foregoing resolution.

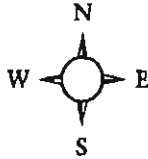
MOTION by Councilmember _____

SUPPORTED by Councilmember _____

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

ABSENT _____

OAK STREET



Market Manager



grass area

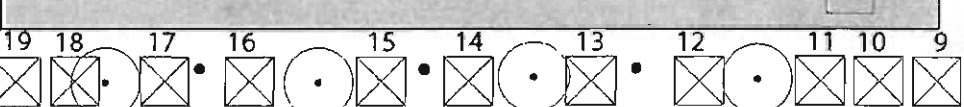


restroom (portable)

City of
Wyandotte
Community
Garden

Each booth space is 10' x 10'

1. Gardenland (double space)
2. William's Garden
3. Vandalia Farms
4. Love's Pie
5. Peter's Produce/Market Event Space
6. Jaunita's Salsa
7. Chapman Sheep Farms
8. Springbrook Farms (triple space)
9. Steve's Gourmet
10. Happy Harvest
11. Pico de Gallo
12. IKO/Good Dog
13. Verace Pasta
14. L.P. Stotz Farms
15. L.P. Stotz Bakery
16. Sunrise Granola
17. Uncle Henry's
18. Kettlecorn of Michigan
19. Kettlecorn of Michigan



DROP OFF ONLY

FIRST STREET

ELM STREET

DROP OFF ONLY

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 1, 2015

AGENDA ITEM #

5

**ITEM: WYANDOTTE MUSEUMS – 2015 WYANDOTTE STREET ART FAIR
MARKETING CONTRACTS**

PRESENTER: Jody L. Egen, Director of Museums and Cultural Affairs

INDIVIDUALS IN ATTENDANCE: Jody L. Egen.

BACKGROUND: Herewith, please find the marketing initiative assembled and recommended by my office for the 2015 Wyandotte Street Art Fair. This radio, print, and on-line package takes advantage of diverse media sources and falls within the approved \$25,000 marketing budget for the Fair.

Through negotiation, several of the media companies below have agreed to provide in-kind value to enhance our monetary commitment. Their in-kind contribution of additional commercial time, interviews, and print ads translates into excess of several thousand dollars.

Radio Vendors

<i>Station Name</i>	<i>Call Number</i>	<i>AM/FM</i>	<i>Amount</i>
WWJ	950	AM	\$ 3,500.00
The River	93.9	FM	\$ 1,625.00
NPR – WDET	101.9	FM	\$ 4,240.00
<i>Total Radio All:</i>			<i>\$ 9,365.00</i>

Print Vendors

<i>Publication Name</i>	<i>Type</i>	<i>Frequency</i>	<i>Amount</i>
Metro Times	Newspaper	Weekly	\$ 3,000.00
<i>Total Print All:</i>			<i>\$ 3,000.00</i>

STRATEGIC PLAN/GOALS: In accordance with the strategic plan; quality of life.

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 285.225.925.730.860

IMPLEMENTATION PLAN: Contracts to be signed by Mayor Joseph R. Peterson or William R. Griggs, City Clerk to be returned to Jody L. Egen for implementation.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: *Shayda*

MAYOR'S RECOMMENDATION *ALL*

LIST OF ATTACHMENTS: WWJ; 93.9 the River; WDET; Metrotimes

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: June 1, 2015

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the Director of Museums and Cultural Affairs in the following resolution.

A Resolution to APPROVE the marketing initiative as outlined in the provided communication dated June 1, 2015, in the amount of \$12,365.00 to be paid from the Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and/or City Clerk are hereby directed to execute said contracts 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



ON AIR • ON LINE • ON SITE

On-Air (7/8/15 - 7/11/15)

<u>DAYPART</u>	<u>LENGTH</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>
6am – 9am	:15	1x	1x	2x	
10am – 3pm	:30	1x	2x	2x	
3pm – 7pm	:30	1x	1x	1x	
7pm-8pm	:30	1x	1x	1x	
8am-12n	:30				2x

Sponsorship of and inclusion in “What’s Hot Around Town” with Roberta Jasina...a quick look at entertainment options in Detroit.

On-Line

- 300x250 banner ad to rotate on CBSDetroit.com. 25,000 impressions to run one week prior to the event ending July 10, 2015.
- 300x250 banner ad in the Daily J on Friday, July 10, 2015 that links to the Wyandotte Street Art Fair website the week of the event.
- Listing on the calendar of events section on CBSDetroit.com
- Ten (:30) Wyandotte Street Art Fair streaming commercials on CBSDetroit.com with banner to air week prior to the Wyandotte Street Art Fair and ending on July 10, 2015.

On-Site

- WWJ Newsradio 950 display tent and promotions team on-site on Thursday, July 9, 2015 from 2pm-6pm, during the Wyandotte Street Art Fair.

NET INVESTMENT: \$3,500

*If the terms and conditions of this package are acceptable, kindly indicate your consent by signing in the space below.
Signature will authorize this non-cancelable binding agreement.*

Wyandotte Street Art Fair / Date

Maria A. Marcantonio / Local Engagement Expert



2015 Wyandotte Street Art Fair



From: Bill St-Laurent
 Phone: (248) 646-8484 x211
 Email: bill.stlaurent@89xradio.com
 5/14/2015 9:47 AM

Flight Dates: 07/06/2015 - 07/11/2015
 Demo: P 25-49

Radio Market: DETROIT
 Survey: APR15
 Geography: Metro

ScheduleDescription:
 July 8,9,10 & 11, 2015

	Daypart	Daypart Code	Spots	Length	Unit Rate	Average Persons	Average Rating	Net Reach	Schedule Cum Persons	Frequency	GRPs	Gis	CPP	Total Cost
Radio Total			75		\$21.67	2,400	0.2%	87,200	168,800	2.1	13.0	179,000	\$125.00	\$1,625.00
CIDR-FM			75		\$21.67	2,400	0.2%	87,200	168,800	2.1	13.0	179,000	\$125.00	\$1,625.00
Flight A - 1 wk (07/06)														
			75		\$21.67	2,400	0.2%	87,200	168,800	2.1	13.0	179,000	\$125.00	\$1,625.00
One Week Total			75		\$21.67	2,400	0.2%	87,200	168,800	2.1	13.0	179,000	\$125.00	\$1,625.00
	M-F 6A-10A	AM	15	30	\$25.00	2,200	0.2%	19,900	48,200	1.7	3.0	33,000	\$125.00	\$375.00
	M-F 10A-3P	MD	15	30	\$30.00	2,900	0.2%	26,500	62,800	1.6	3.0	43,500	\$150.00	\$450.00
	M-F 3P-7P	PM	15	30	\$30.00	3,300	0.2%	32,400	89,100	1.5	3.0	49,500	\$150.00	\$450.00
	M-F 7P-12M	EVE	10	30	\$20.00	700	0.0%	6,100	37,300	1.1	0.0	7,000	\$0.00	\$200.00
	Sa 6A-7P		10	30	\$15.00	2,400	0.2%	16,300	47,400	1.5	2.0	24,000	\$75.00	\$150.00
	M-Sa 6A-12M		10	30	\$0.00	2,200	0.2%	19,600	168,800	1.1	2.0	22,000	\$0.00	\$0.00

The first demo listed is the Primary Demo.

This report was created in TAPSCAN using the following Radio information: DETROIT; APR15; Metro; Multiple Dayparts Used; P 25-49; See Detailed Sourcing Page for Complete Details.
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UNDERWRITING PROPOSAL – Wyandotte Street Art Fair – 2015 (Revised 5/1/15)

DESCRIPTION	<p><u>June 29 – July 5, 2015</u> 10 spots M-F 6a-9a @ \$130 5 spots M-F 9a-11a @ \$70 10 spots M-F 4p-7p @ \$105 6 spots Sat 6a-7p @ \$100 5 spots M-F 7p-9p @ n/c 12 spots M-Su 6a-11p @ n/c Total spots: 48x</p> <p><u>July 6- 10, 2015</u> 4 spots M-F 6a-9a @ \$130 4 spots M-F 4p-7p @ \$105 5 spots M-F 7p-9p @ n/c 12 spots M-F 6a-11p @ n/c Total spots: 25x</p> <p><u>Bonus: June 29 – July 10, 2015</u> 45 live traffic reads M-F am/pm drive @ n/c Total live traffic reads: 45x</p> <p>TOTAL CAMPAIGN MENTIONS: 118x</p>
ADDED VALUE EXPOSURE	Web banner inclusion on WDET.org June 29 – July 11, 2015 (2 weeks) value: \$750 x 2 = \$1500
SPOT LENGTH	All spots :15 seconds pre-recorded are produced in-house by WDET and :06 traffic reads are live
E-NEWSLETTER BLAST	WDET will include 300x250 banner ad in July 10 th electronic newsletter with hyperlink to our loyal listeners. Value: \$1200
TOTAL INVESTMENT	\$4,240 (net)

I agree to the proposed underwriting campaign to air on WDET ...

Approved by Jody Egen: _____ Date: _____

Tremetre "Tree" Aaron
Underwriting Representative/ taaron@wdet.org/ 313 577-3342

Jody Egen

To: Danielle Smith-Elliott
Subject: RE: Wyandotte Street Art Fair 2015 Print Marketing

From: Danielle Smith-Elliott [<mailto:dsmith@metrotimes.com>]
Sent: Wednesday, May 13, 2015 3:26 PM
To: Jody Egen
Subject: Wyandotte Street Art Fair 2015 Print Marketing

Hi Jody

Here is the 2015 - Metro Times Ad Campaign

Proposal- With Metro Times as a Media Sponsor

- 1/4 pg 4c- June -10- \$300 (reg rate \$834)
- 1/2 pg 4c- Summer Guide- June 17th - \$550 (reg rate \$834)
- Full pg 4c- June 24th- \$875 (reg rate \$2234)
- Full pg 4c- July 1st- \$875 (reg rate \$2234)
- 1/2 pg 4c- July 8th- \$300 (reg rate \$834)

High Impact Web Bundle

- **Top, Pencil Square and Vert Banner-** May 20th to July 12th 150,000 impressions
- **3 EBLAST POSITIONS** in the the Metro Times Newsletter blasts - Dates TBD
- **3 Facebook Blasts-** Dates TBD
- **Total \$450**

The TOTAL COST of both the print and the High Impact Digital campaign would be - \$3000

Sound good

Thank you,

Danielle Smith-Elliott

Detroit Metro Times & Cleveland Scene

Regional Sales Director

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 1, 2015

AGENDA ITEM #

6-A

ITEM: Outdoor Café at 126 Oak Street, Wyandotte, Michigan

PRESENTER: Elizabeth A. Krimmel, Chairperson Planning Commission

INDIVIDUALS IN ATTENDANCE: Elizabeth A. Krimmel, Chairperson Planning Commission

BACKGROUND: At the Planning Commission meeting held on May 21, 2015, the Commission received a communication from Mr. Yinger, 117 Chestnut, expressing his concerns on the non-compliance of the rear outdoor café at 126 Oak Street. I have attached the communication. The Owner of the café was present at the meeting and indicated that he had met with City Officials and is developing a revised plan for the rear outdoor café and will present it to the Commission at the July 16, 2015, meeting. The Commission discussed the issues and the following Resolution was adopted:

MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Lupo to receive and place on file the communication from Mr. Yinger regarding the outdoor café at 126 Oak Street and be it further resolved that this matter be referred to the City Council to recommend that the rear outdoor café be closed until significant progress has been made to meet the plan approved by the Planning Commission and the Outdoor Café Ordinance.

YES: Benson, Krimmel, Lupo, Parker, Pasko, Rutkowski Tavernier

NO: None ABSENT: Adamczyk, Duran MOTION PASSED

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: Refer matter to the City Engineer for compliance.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN:

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

Shayda

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Communication from Mr. Yinger, approved outdoor café plan, Planning Commission minutes of May 21, 2015.

cc: Mr. DeSana, 126 Oak Street, Wyandotte
Mr. Yinger, 115 Chestnut, Wyandotte

Wyandotte Planning Commission

May 07 2015

Attn: Elizabeth Krimmel RE: 126 Oak St.

Madam Chairperson,

I am writing to express my concerns and serious disappointment with the lack of enforcement and non-compliance regarding the appearance and function of the outdoor café operations of Captains pub

I was in attendance at the Commission meeting of August of 2013 and listened to the owners of the building present how the expanded Outdoor Café service design would enhance the new façade of the building that is truly a positive aspect to the business district on Oak St.

Minutes from the Public Hearing (PS#303) stipulated compliance with all stated conditions prior to the use as an Outdoor Café. Based upon that meeting, any of my concerns I had were addressed in writing by the commission.

As of May 2015, 18 months have passed and operating conditions stipulated and agreed to from the August 2013 meeting have not been met, giving the appearance and intent to be with total disregard to the conditional approval of the City's Planning Commission, Public Safety and Engineering Offices.

The rear of the property had been excavated and has been partially paved; the entire lot was to be completed with new pavement.

The rear enclosure of the Café area exceeds the approved plan dimensions (by approximately 20 ft.) and is constructed of wooden stockade fencing; it was to be the same as Belicoso Café

The seating detail consists of a mix of picnic tables; it was to be the same as Belicoso Café.

There is no landscaping; Planters with trees in all four corners were shown on the plan.

Access to the rear Café area requires entrance through the address front of the building; a side gate not shown on the approved plan has been installed, allowing patrons to enter and exit the rear Café on to private property.

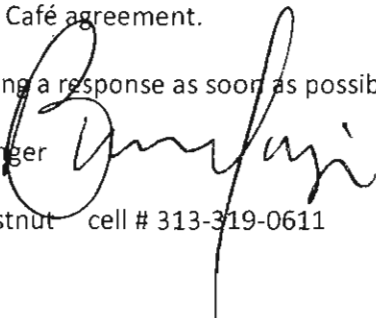
The area at the north end of the enclosure requires an emergency exit gate with panic hardware; there is no mechanism in place and the gate is chained with a pad lock.

Clearly, this situation requires an immediate formal review and enforcement actions of Captains Outdoor Café agreement.

Requesting a response as soon as possible ASAP

Bruce Yinger

117 Chestnut cell # 313-319-0611



City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, May 21, 2015, Meeting
MINUTES AS RECORDED

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

COMMISSIONERS PRESENT: Benson, Krimmel, Lupo, Parker, Pasko, Rutkowski, Tavernier

COMMISSIONERS EXCUSED: Adamczyk, Duran

ALSO PRESENT: Ben Tallerico
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

1. Communication from Bruce Yinger, 117 Chestnut, Wyandotte regarding outdoor café at 126 Oak Street.

The Owner of the café was present at the meeting and indicated that he had met with City Officials and is developing a revised plan for the rear outdoor café and will present it to the Commission at the July 16, 2015, meeting.

- MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Lupo to receive and place on file the communication from Mr. Yinger regarding the outdoor café at 126 Oak Street and be it further resolved that this matter be referred to the City Council to recommend that the rear outdoor café be closed until significant progress has been made to meet the plan approved by the Planning Commission and the Outdoor Café Ordinance.

YES: Benson, Krimmel, Lupo, Parker, Pasko, Rutkowski Tavernier

NO: None

ABSENT: Adamczyk, Duran

MOTION PASSED

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER PASKO, supported by Commissioner Benson to approve the minutes of the Meeting of April 16, 2015. MOTION PASSED.

OLD BUSINESS:

1. PUBLIC HEARING #500 Request from Leonard Mazzola (Owner and Appellant) for a Certificate of Occupancy for outdoor sales of new or used automobiles at 1460 Eureka Avenue, City of Wyandotte, County of Wayne, State of Michigan in a B-2 Zoning District where the proposed conflicts with Section 1401 of the City of Wyandotte Zoning Ordinance.

MOTION BY COMMISSIONER PASKO, supported by Commissioner Rutkowski, to deny the request for a Certificate of Occupancy for outdoor sales of new or used automobiles at 1460 Eureka Avenue due to failure to meet the landscaping requirements of the Ordinance and the Commissions desire to keep sales of new or used automobiles to Fort Street only.

YES: Benson, Krimmel, Lupo, Parker, Pasko Rutkowski Tavernier

NO: None

ABSENT: Adamczyk, Duran

MOTION PASSED

RESOLUTION PLANNING COMMISSION

08/15/13

RESOLUTION BY COMMISSIONER PASKO

RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, that Special Approval #303 – requested by Captains (Owner and Appellant) for:

A Certificate of Occupancy for an Outdoor Café in the rear of 126 Oak

Be hereby approved on the basis of the following reasons:

The proposed outdoor café complies with all ordinance requirements or will comply with said requirements and the conditions below prior to use as an outdoor café. Further, during the public hearing for this application, there were no objections to the proposed project.

Said approval is subject to the following conditions:

1. The outdoor café is subject to all conditions applicable to an outdoor café on private property in the Central Business District (CBD) Zoning District, Section 2202.S.: of the City of Wyandotte's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
2. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
3. Compliance with all Police, Fire and City Engineer requirements attached.
4. Use of the outdoor café shall be allowed from 11 a.m. to 12 midnight from March 15 through October 31.
5. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
6. Umbrellas to have name of establishment on the drip-tee only, no logo's for products.
7. Fence detail to be the same as Belicoso Café, 3030 Biddle Avenue, Wyandotte.
8. Table detail to be the same as Belicoso Café, 3030 Biddle Avenue, Wyandotte.
9. The proposed enclosure fencing encloses the path of the means of egress for emergency egress from the building. A designated clear floor space path of 44" needs to be shown on the chair and table layout along with a minimum 44" wide gate with panic hardware located on the north end of the enclosure so that the swing of the gate opens towards the north.
10. Approval of a portable stage to be placed at a later date

I move adoption of the foregoing resolution.

Commissioner Pasko

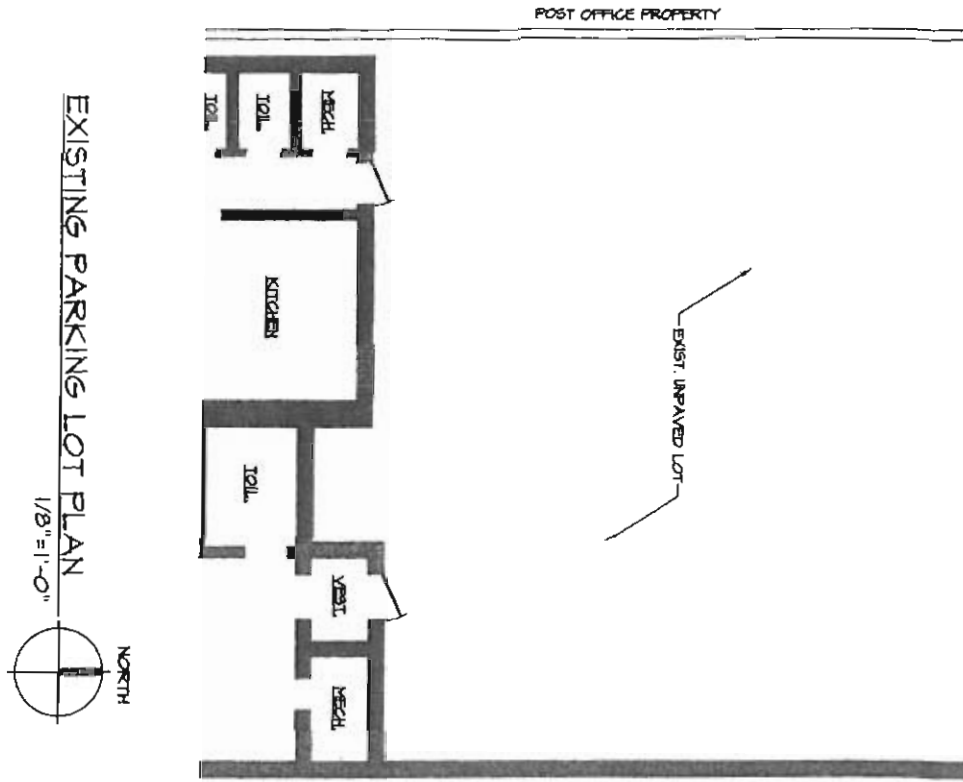
Supported by Commissioner Adamczyk

YEAS: YES: Adamczyk, Benson, Booms, Krimmel, Lupo, Pasko, Tavernier

NO: None

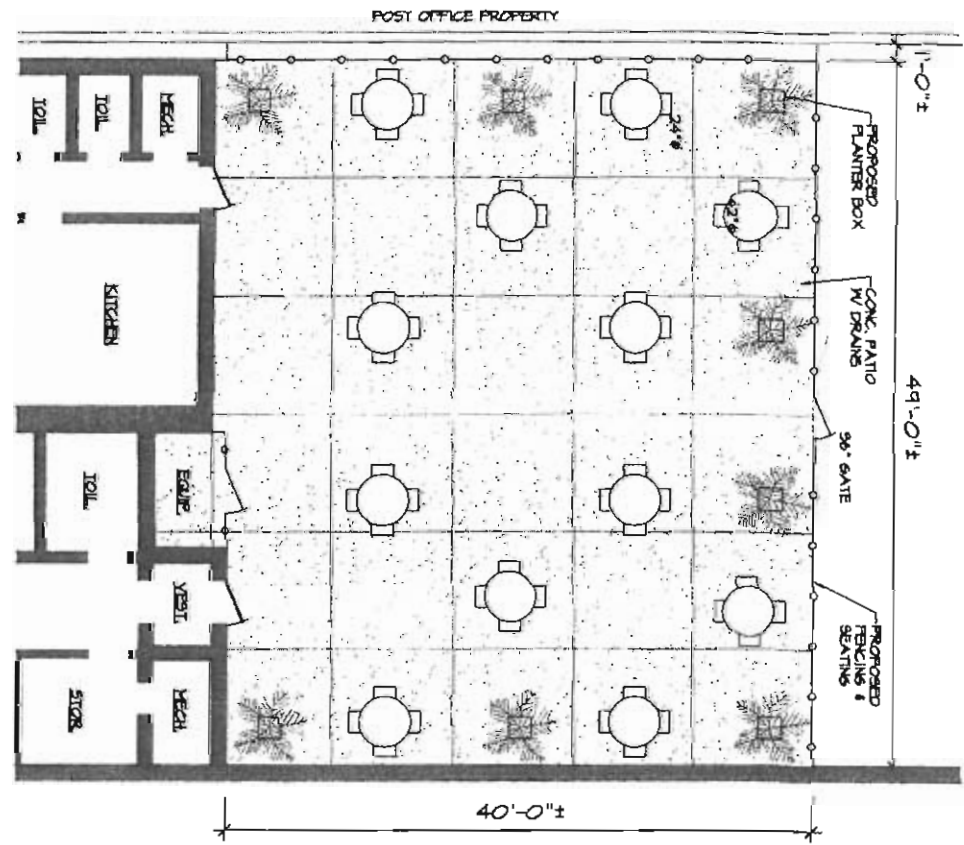
ABSENT: Duran, Parker

MOTION PASSED



EXISTING PARKING LOT PLAN

1/8" = 1'-0"



PROPOSED PATIO PLAN

1/8" = 1'-0"



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 1, 2015

AGENDA ITEM #

6-B

ITEM: Outdoor Café at 126 Oak Street, Wyandotte, Michigan

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 5-28-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: On May 20, 2015, I met with the Police Chief, Fire Chief, Building Inspector and two (2) owners of 126 Oak Street to discuss two (2) complaints the City received regarding the operation of the outdoor cafes at 126 Oak Street. The Owners agreed to submit revised plans for their outdoor cafes before June 15, 2015, for the July 15, 2015, Planning Commission meeting. It would be inappropriate to begin enforcement action through the Court System until all administrative reviews are completed with the City.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: Refer matter to the City Engineer for compliance.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Refer to the Department of Engineering and Building for compliance.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

3/28/2015

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS:

cc: Mr. DeSana, 126 Oak Street, Wyandotte
Mr. Yinger, 115 Chestnut, Wyandotte

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 1, 2015

RESOLUTION by Councilperson_____

BE IT RESOLVED that the communication from the City Engineer is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the City Engineer is to hereby monitor the property outdoor café at 126 Oak Street, for compliance with the ordinance.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson_____

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

Captain's

6-C

Mayor Peterson, Honorable Council Members and the citizens of Wyandotte,

Earlier in May we were made aware of a letter written to the Planning Commission regarding Captain's at 126 Oak street. We requested and received a copy of that communication. A neighbor across the alley from our business voiced concerns about our rear patio not conforming to the site plan initially submitted.

On May 19th we met with the Police Chief, Fire Chief, City Engineer and Building inspector to formulate a plan to address these concerns.

On May 20th we attended the Wyandotte Planning Commission Meeting and after the letter was read we were asked to address the Committee. Rick took the floor and told the commissioners that we were going to present a plan at the next available Planning Commission meeting.

Commissioner Benson pushed for answers and when told that the plans were not fully formed yet he responded loudly and sharply that he was not happy with our response and then asked Commissioner Tavierner to amend his motion to include closing our patio.

We feel their action does not provide us due process. There was no investigation or inspection ordered to confirm the writers complaints, no assistance from engineering or the building department was requested. There was no time frame given to comply, there were no details given about what we needed to correct.

Since our initial site plan meeting we learned that the "Bellicoso" style fence the Planning Commission insists we install does not meet code requirements for businesses that serve alcohol and abut or are across the alley from a residence.

We have installed self closing hardware on the back gates of the patio so in an emergency they can be pushed open with no unlatching or handles required. We will hire an additional employee on busy nights to control entrance, the gates will be used for emergency escape only and employee access to the dumpster box.

We have purchased and placed around the patio area seven planter boxes with evergreen trees that the nursery assured us will survive in a planter box environment.

We have purchased three additional round tables with chairs and umbrellas.

We feel our actions show our willingness to comply and we have always made it a point to be good neighbors.

We ask the council to deny the Planning Commission request to close the back patio and instead offer us future assistance and guidance for the good of Downtown Wyandotte, our forty plus employees and the Wyandotte guests who visit our restaurant and no doubt other retail and dining establishments in the city.

Rick DeSana



Les Salliotte



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

7-A

MEETING DATE: June 1st 2015

AGENDA ITEM # _____

ITEM: Special Event Application – WSAF Lemonade Agreement

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Please find the attached Wyandotte Street Art Fair Lemonade Agreements for Lori's Festive Catering to provide & supply five lemonade stands at the Wyandotte Street Art Fair - July 8 through July 11, 2015. The Contract has been approved by the Department of Legal Affairs and their insurance will be submitted by June 1, 2015, pending approval of this contract. We feel that this vendor will once again provide excellent service and will help make our downtown Wyandotte Street Art Fair a destination of choice for residents of not only Southeast Michigan but to the numerous visitors from various States. We appreciate your consideration and support of special event programming in the City of Wyandotte.

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

ACTION REQUESTED: We feel that Lori's Festive Catering will once again provide excellent service and request your support of this contract

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *SDrupdal*

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

MAYOR'S RECOMMENDATION: *ALT*

LIST OF ATTACHMENTS

2015 Art Fair Lemonade Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: June 1st 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 Lori's Festive Catering for the Wyandotte Street Art Fair, July 8th - 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

2015 Art Fair Lemonade Agreement

The following are the terms entered this 5 day 10 of 2015 for an agreement between the City of Wyandotte and Lori Oberlin, doing business as Lori's Festive Catering. Lori's Festive Catering agrees to maintain the shared Street Art Fair / Non profit lemonade drink stands at the 2015 Wyandotte Street Art Fair, July 8th - 11th, as follows.

RESPONSIBILITIES OF LORI'S FESTIVE CATERING:

- Procure all necessary supplies – Lemons, sugar, cups, straws, ice and latex gloves
- Five Lemonade Stands – Tent set-ups, with hand-washing facilities and approved by the Wayne County Health Department
- Filing of all Wayne County Health Department licenses (Phone 734-727-7400) and stands will be ready for inspection prior to the Art Fair opening
- Insurance of \$1,000,000.00 Liability Policy (See below)
- Training of workers and leaders utilized by non-profit organizations in June at a location provided by the City
- Supply all location leaders
- All lemonade signage including those announcing the participating non profits
- Lori's Festive catering shall supply T-shirts (uniforms) and hats for volunteers up to 100 shirts.
- All areas area must be cleaned daily to eliminate trash, and trash related problems.

RESPONSIBILITIES OF CITY OF WYANDOTTE:

- Supply of workers for the Lemonade Stands each day from one hour before to one hour after each daily event
- Building, for housing of supplies with an area of approximately 10 by 20 feet (if requested)
- Five Great Lemonade locations – 15' by 15' areas for tent, customer and room for display
- Hook-Ups for potable water, 110 electricity for five booths – two outlets each – letter to be given to Lori's Festive Catering Staff prior to event that will be used to approve the use of electrical hook up
- One parking space for stock trailer for the four days of the fair. The location of this space(s) will be negotiated prior to the event. Said space will allow for 110 volt electrical hook up.
- City of Wyandotte to organize training for those non-profit groups who are participating in the lemonade booths. Training to include a lemonade booth set up for demonstrating as well as handouts on the process and other event details

TERMS OF THE AGREEMENT:

- Lori's Festive Catering agrees to pay all costs of supplies out of total revenue.
- Lori's Festive Catering agrees to pay 42% of remaining revenue to City of Wyandotte.
- City of Wyandotte to contribute necessary funds to all participating Non-Profit organizations
- Lori's Festive Catering agrees to receive all remaining revenue 58%.

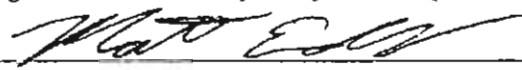
- All supply costs will have written receipts and revenue can be verified by cup count
 ~ All accounting or Audit will be provided to the Wyandotte Street Art Fair Committee within 90 days after the event to be reviewed by the City of Wyandotte.

FUTURE STREET ART FAIRS: If the City of Wyandotte is satisfied in its sole discretion with the performance of Lori's Festival Catering under the terms of this agreement, the city agrees to explore with Lori's Festival Catering whether both parties in their sole discretion wish to continue to negotiate to use Lori's Festival Catering in future street art fairs.

SET UP: The Art Fair will provide a map of the areas for set up to Lori's Festive Catering by June 8, 2015. Lemonade and Food Vendors for the Art Fair generally load in their secured booths along the Biddle Avenue prior to the Art Fair on Tuesday after 2 pm or prior to the Fair opening on Wednesday morning before 9:00 a.m. Biddle, the main road is closed on Monday, so positions on the roadway will be marked for the lemonade tents. You will receive a map of your locations and the Art Fair staff and Lori's Festive Catering will meet for more specific information about location of ice and as we approach the event.

LIABILITY INSURANCE: The concessionaire shall procure and maintain (copy to be submitted to the Art Fair Committee by June 1, 2015) for the duration of the fair bodily injury and property damage liability insurance in the amount of not less than \$1,000,000 combined single limit. Coverage shall include products liability. The City of Wyandotte and Wyandotte Art Fair Committee must be named as additional insured on the insurance policy.

HOLD HARMLESS AGREEMENT: Lori's Festival Catering agrees to sign a hold harmless agreement for the City of Wyandotte. (Please see the attached document)

 5-10-15
 Matt Edens, _____
 d/b/a Lori's Catering Date
 PO Box 370
 Union Lake, MI 48387

 Mayor of the City of Wyandotte Date

 City Clerk's Office Date

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

7-B
AGENDA ITEM #

MEETING DATE: June 1st 2015

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.*

Old Kats - \$400

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 bringin 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 - \$400

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: *SDrysdale*

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

MAYOR'S RECOMMENDATION: *JRP*

LIST OF ATTACHMENTS

Contracts

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 1st 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 June 1st 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.

Old Kats- \$400

I move the adoption of the foregoing resolution.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 5th day of May, 2015 between the City of Wyandotte and EDWARD J. KAR

Name of Musical Group: OLD KATS

Name of Contact Person: EDWARD J. KAR

Contact Address: 147 Clinton WYANDOTTE, MI 48192

Phone Number: (734) 658-0629

Business ID Number: _____

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

Music Style: VARIETY, JAZZ, CLASSIC ROCK, MOTOWN

Number of Entertainers: 4

It is mutually agreed between the parties that EDWARD J. KAR (name of contact on the w-9 receiving the check) will furnish 1 hour Entertainment _____ for the Wyandotte Street Art Fair on: Wed. July 8th from 5:30-6:00 pm

The price for this engagement is \$400 6:30 pm KH.

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 OLD KATS 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.

Edward J. Kar
Signature of Entertainment Representative
Date 5/18/2015

Signature of City Representative
Date _____

MAY 2015

City Clerk

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 1st 2015

AGENDA ITEM # 7-c

ITEM: Special Event Application - Liberty & Freedom Downriver

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find the Special Event Application from Jay William Dean Stuart requesting to hold a Liberty & Freedom Speech event on Saturday, June 13th and the use of city park Bishop Park. This event has been reviewed and approved by the Police Chief, Fire Chief and Recreation Superintendent provided the group/individual sign a hold harmless agreement and abides by all City of Wyandotte Ordinances. (Please see the attached application and information sheets).

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 Chief of Police, Fire Chief, and Recreation Superintendent and support the use of city property on June 13th 2015.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *S. Dunsdale*

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

MAYOR'S RECOMMENDATION: *ALT.*

LIST OF ATTACHMENTS

Special Event Application

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: June 1st 2015

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of City property for the event held on June 13th 2015.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

ATTN: Heather Theide

City of Wyandotte



Special Event Packet and Application

RE: Liberty & Freedom Down River
Speech - JAY STUART
403 Roy St #29
Seattle, WA 98109

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org
(734) 558-7099

Application for Special Event

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

Date of proposed event: June 13th 2015 Times: 6:00pm - 7:25pm
Name of Applicant: Jay William Dean Stuart
Name of Business or Organization: N/A
Type of legal entity of your business/organization: N/A
Name of individual authorized to sign documents on behalf of your business/organization: Jay WD Stuart
Address: 403 Ray St #27 Seattle WA, 98109
Email: NASHBACK6788@yahoo.com Cell Phone: 734 558 7099

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

Site of proposed event: Bishop Park

Estimated maximum number of persons expected at the event for each day: 30

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

Do you need water hook up for this event? NO

If you will need water hook up, please list where and what the water will be for: NO

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

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

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

Application fee will Be Sent upon Review / Refiling for specifications. (\$50.00)

NOTES: I will need electrical turn ons, I will have
 some speakers - 2 speakers with or or two microphones -
 proposed - unsure of the specific needs of speakers/microphones

WYANDOTTE MUNICIPAL SERVICE SPECIAL EVENT ELECTRICAL APPLICATION FORM

SERVICES OFFERED:

120 Volt Standard receptacle - 3 Prong grounded only - Fuse Protected.

240 Volt Standard stove type receptacle - 3 Prong grounded only - Fuse protected. Oak St parking only.

240 Volt - 3 Prong twist lock - 50 Amp receptacle - (Female).

All electrical power shall be turned on 2 hours prior to the start of the event. Early turn-on requests will require 2 days notice prior to the start of the event. Early turn-on's will be 24 hours prior to the event.

RATES:

Early turn-on's	✓	\$35.00
Electrical service requiring 1 - 2 Plugs - (120 Volts)	2	\$35.00
Electrical service requiring 3 - 4 Plugs - (120 Volts)	2	\$70.00
Electrical service requiring 5 - 6 Plugs - (120 Volts)		\$105.00
Electrical service requiring over 6 Plugs - (120 Volts)		\$140.00
Electrical service requiring (240 Volts) at 50 Amps or less (Range Plug) Oak St parking only		\$150.00
Electrical service requiring (240 Volts) at 50 Amps maximum - (Self Contained)		\$150.00

All service calls outside of normal working hours for 120 Volt Plugs (Plasma Box Receptacles) - 1st service call is free - 2nd service call is \$25 plus overtime cost - 3rd service call is \$50 plus overtime cost.

All service calls outside of normal working hours for Self Contained service plugs - 1st service call is free - 2nd service call is \$50 plus overtime - 3rd service call is \$100 plus service cost.

EQUIPMENT TO BE USED: Please be specific!

<u>TYPE</u>	<u>VOLTAGE</u>	<u>NUMBER OF PLUGS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

It shall be the users responsibility to ensure that equipment used is properly maintained and grounded, with cords that are equipped with (3 Prongs) to mate with extension cords and receptacles so designed that the Ground connection is made. It is hereby expressed and understood that the Department of Municipal Services does not undertake to furnish continuous service, nor shall D&S be liable for damages resulting from the use of it's Electrical Service.

TBD
 Will follow
 up ASAP
 with possible
 Refiling

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 1st 2015

AGENDA ITEM # 7-D

ITEM: Special Event Application - Seaway Boat Club

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find the Special Event Application from the Seaway Boat Club of Wyandotte requesting to hold an event on Friday, August 14th and Saturday, August 15th and the use of city streets/property and sidewalks. This event has been reviewed and approved by the Police Chief, Fire Chief and Recreation Superintendent provided the group/individual sign a hold harmless agreement adds the city of Wyandotte as additional insured to their insurance policy and abides by all City of Wyandotte Ordinances. (Please see the attached application and information sheets).

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 Chief of Police, Fire Chief, and Recreation Superintendent and support the use of city property on August 14th and 15th 2015.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *S. Dysdale*

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

MAYOR'S RECOMMENDATION: *J.P.*

LIST OF ATTACHMENTS

Special Event Application

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: June 1st 2015

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of City property for the event held on August 14th and 15th 2015.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

Application for Special Event

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

Date of proposed event: August 14/15, 2015 Times: 8:00 AM - 2:30 PM
Name of Applicant: FRANK E. LABEAU
Name of Business or Organization: SEAWAY BOAT CLUB of WYANDOTTE
Type of legal entity of your business/organization: NON-PROFIT
Name of individual authorized to sign documents on behalf of your business/organization: ABOVE
Address: 12176 HOWARD ST Southgate, Mich 48195
Email: TIARAFIREWATER@AOL.COM Cell Phone: 734 552-2228

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

Site of proposed event: 6 PERRY PLACE Wyandotte, Mich 48192

Estimated maximum number of persons expected at the event for each day: 300

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

Do you need water hook up for this event? NO

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

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

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

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

Street closed - Tuesday - 8am
Rope - Monday / Tuesday - 8am

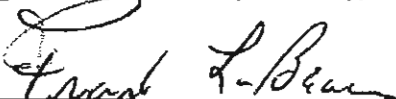
SEAWAY BOAT CLUB OF WYANDOTTE
6 PERRY PLACE
WYANDOTTE, MICHIGAN 48192

This Hold Harmless Agreement made the 22nd day of May, 2015 between the City of Wyandotte (hereafter referred to as "the City") and Seaway Boat Club of Wyandotte (hereafter referred to as "the Club").

The Club, its Board Members, Officers, Agents' Membership and Guest does hereby release and forever discharge and hold harmless **the City**, its affiliated boards and board members, employees, agents, and member, and its successors from any and all liability, claims and demands of whatever kind of nature, either in law or equity, which arises or may hereafter arise from the 2015 Annual Dock Party. **The Club** understands that this release discharges **the City**, its employees, its board, officers and agents from any liability or claim that **the Club**, its members or guests, may have against **the City** with respect to any bodily injury, personal injury, illness, death or property damage that may result from **the Club's** annual dock party.

The Club additionally does hereby release and forever discharge and agree to hold harmless the employees of **the City's** Police, Fire and Emergency Services Departments and any other employees, agents, or members acting on behalf of **the City**, both civilly and criminally. **The Club** will obtain a special liability insurance rider and all other licenses required for this event and provide **the City** with copies of the same, if requested or required by law.

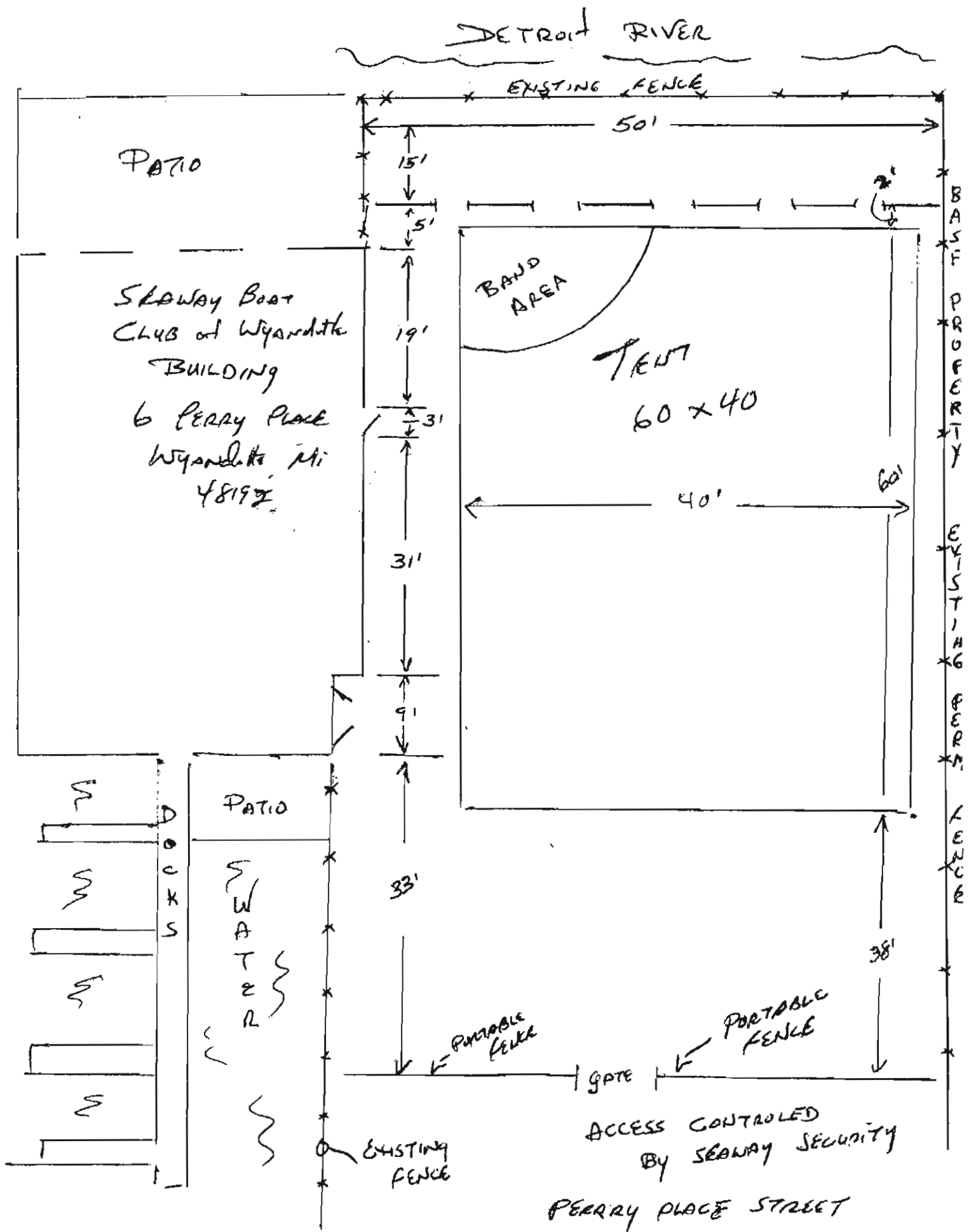
Singed this 22nd day of May, 2015



Frank LaBeau

Financial Secretary (agent of Seaway Boat Club of Wyandotte)

734-552-2228



July 1st, 2015

Michigan Department of Licensing and Regulatory Affairs
Michigan Liquor Control Commission
Attention: Special License Division
7150 Harris Drive
Lansing, Michigan 48909-7505

RE: Seaway Boat Club of Wyandotte
Special License for Annual Dock Party

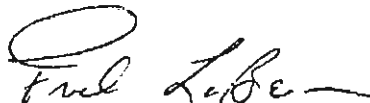
Dear Clerk:

Enclosed please find the completed forms requesting a special two day license for 100ft of city roadway that abuts our property for our annual dock party. The purpose is to erect a 60 by 40 foot tent to house the party and serve beverages in this enclosed area. The city of Wyandotte has granted our request for the dates of August 14 and 15, 2015. Existing fencing and addition portable fencing will enclose the area with access controlled by our membership pursuant to requirement by the Michigan Liquor Control Commission.

This application includes a copy of the City of Wyandotte's resolution, the signed bond for the event, approval for the Police Department, the escrow letter for our current License, a scale drawing of the area, the LCC forms, and a check for \$50 for the two days. Please feel free to contact me by phone for any further information you need.

Your attention to this request is greatly appreciated.

Sincerely:



Frank LaBeau

Financial Secretary Seaway Boat club of Wyandotte
6 Perry Place
Wyandotte, Michigan 48192
Cell# 1-734-552-2228

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

8

MEETING DATE: June 1, 2015

AGENDA ITEM # _____

ITEM: Response to John Darin's letter regarding the Grove Street Green Belt

PRESENTER: Justin Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: At the Monday May 18th, 2015 City Council meeting, John Darin submitted a letter requesting that the Grove Street Green Belt be officially designated as a park within the city of Wyandotte. I spoke with the City Engineer, Mark Kowalewski about the area. According to the city's Master Plan, the area is already designated as Park and Greenspace. The DPW currently maintains the area and there are plans to plant some additional trees in the area in the fall.

At the next regularly scheduled Recreation Commission meeting (June 16th), I will make the recommendation to officially name the area as one of our parks. Then, at the June 22nd City Council meeting I will be able to bring forth a request with the support of the Recreation Commission to have the City Council officially name the Green Belt as one of our parks. My recommendation for the City Council would be to wait until the Recreation Commission approves this designation officially before naming it a park.

Naming this area an official park means that we will be able to add it to the Recreation Master Plan as a park. With being part of the Recreation Master Plan that is approved by the Michigan DNR, the area is eligible for several grants that the DNR offers for recreation purposes (including land acquisition and development projects).

Mr. Darin also made several suggestions including putting up fencing to discourage people from illegally driving through the area and using it as a "shortcut". Since there are still several houses located throughout the Green Belt area, instead of putting up fencing here and there, I recommend placing large landscaping boulders at the points of entry and exit that are used by those driving "off-road". These boulders along with signage preventing vehicular traffic should prevent vehicles from driving across the sidewalks while still allowing for pedestrian traffic.

STRATEGIC PLAN/GOALS: To provide the finest services and quality of life

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN:

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shupdel*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *Joseph R Peterson*

LIST OF ATTACHMENTS: 1) Original letter from John Darin

RESOLUTION:

Wyandotte, Michigan

Date: June 1, 2015

RESOLUTION by Council Member _____

Resolved by the City Council that Council hereby agrees with the recommendation of the Superintendent of Recreation. And the City Council agrees to hold the designation of the Grove Street Green Belt as the Grove Street Green Belt Park in abeyance until after the Recreation Commission can officially approve such designation at their regularly scheduled meeting on June 16th, 2015.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

May 14, 2015

2

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

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

May 19, 2015

RESOLUTION

John Darin
McKinley Neighbors United
851 Orchard
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda
Supported by Councilman Daniel E. Galeski

RESOLVED by the City Council that the request from John Darin, Spokesperson, McKinley Neighbors United relative to re-naming the Grove Street Green Belt to the "Grove Street Green Belt Park" and to officially place it under the jurisdiction of the Wyandotte Recreation, Leisure and Culture Department and to install appropriate signage and decorative barrier fencing to deter illegal off-road vehicular activity is hereby referred to the Recreation Commission, Superintendent of Recreation and City Engineer for a review and report back in two weeks.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on May 18, 2015.

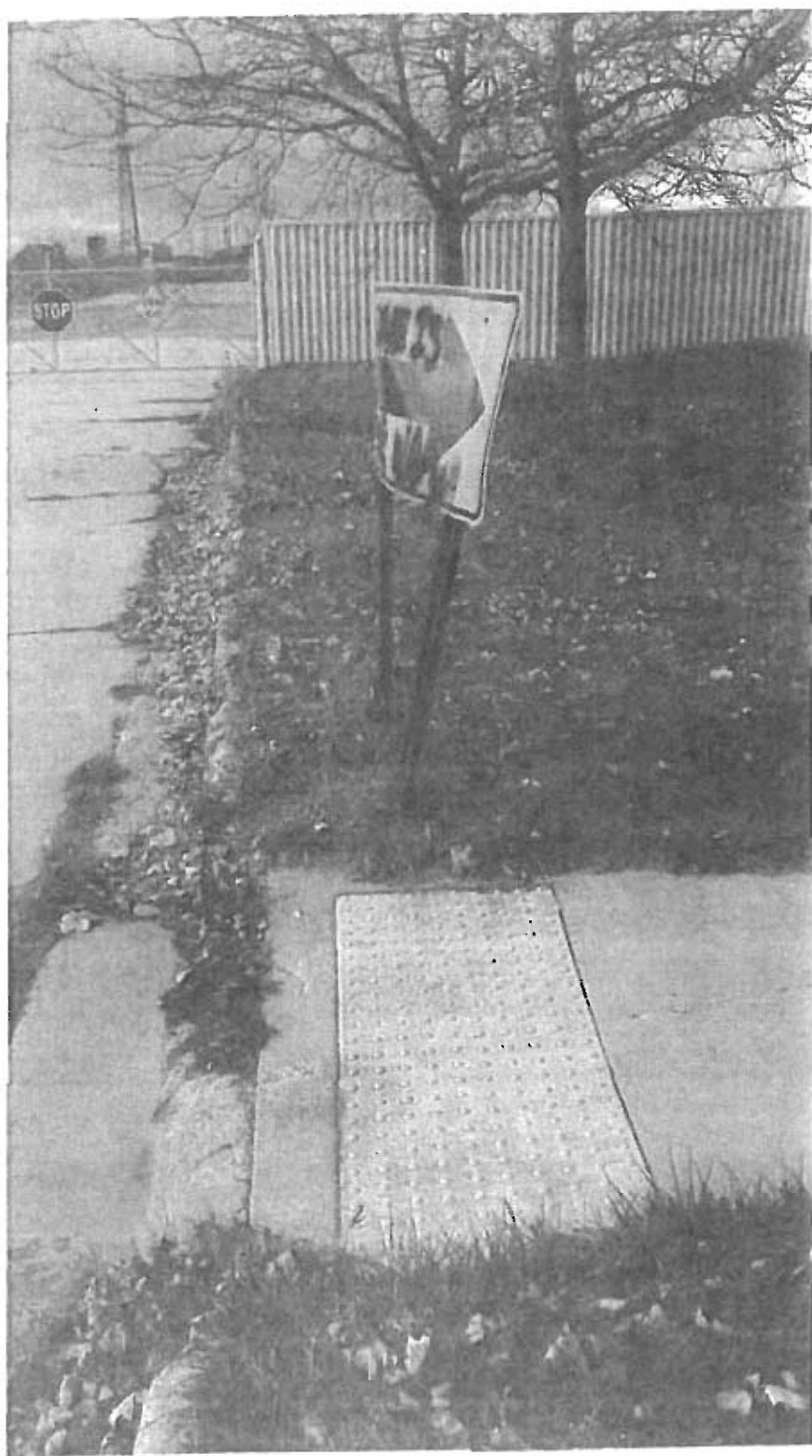
William R. Griggs
City Clerk

CC: Recreation Commission, Recreation Superintendent, Engineer, Police Traffic



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.

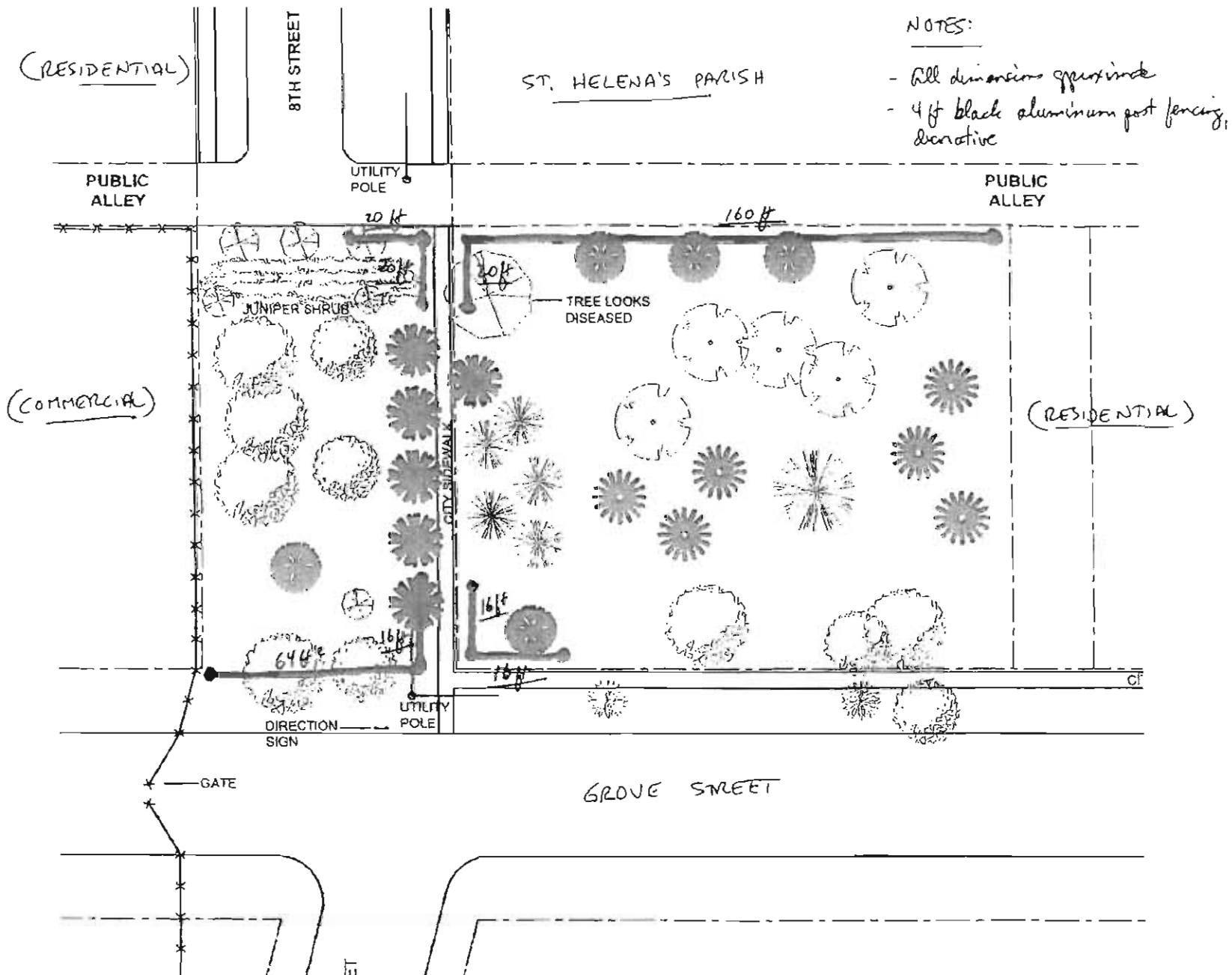
John M. Darin

Spokesperson,
McKinley Neighbors United

ATTACHMENT A



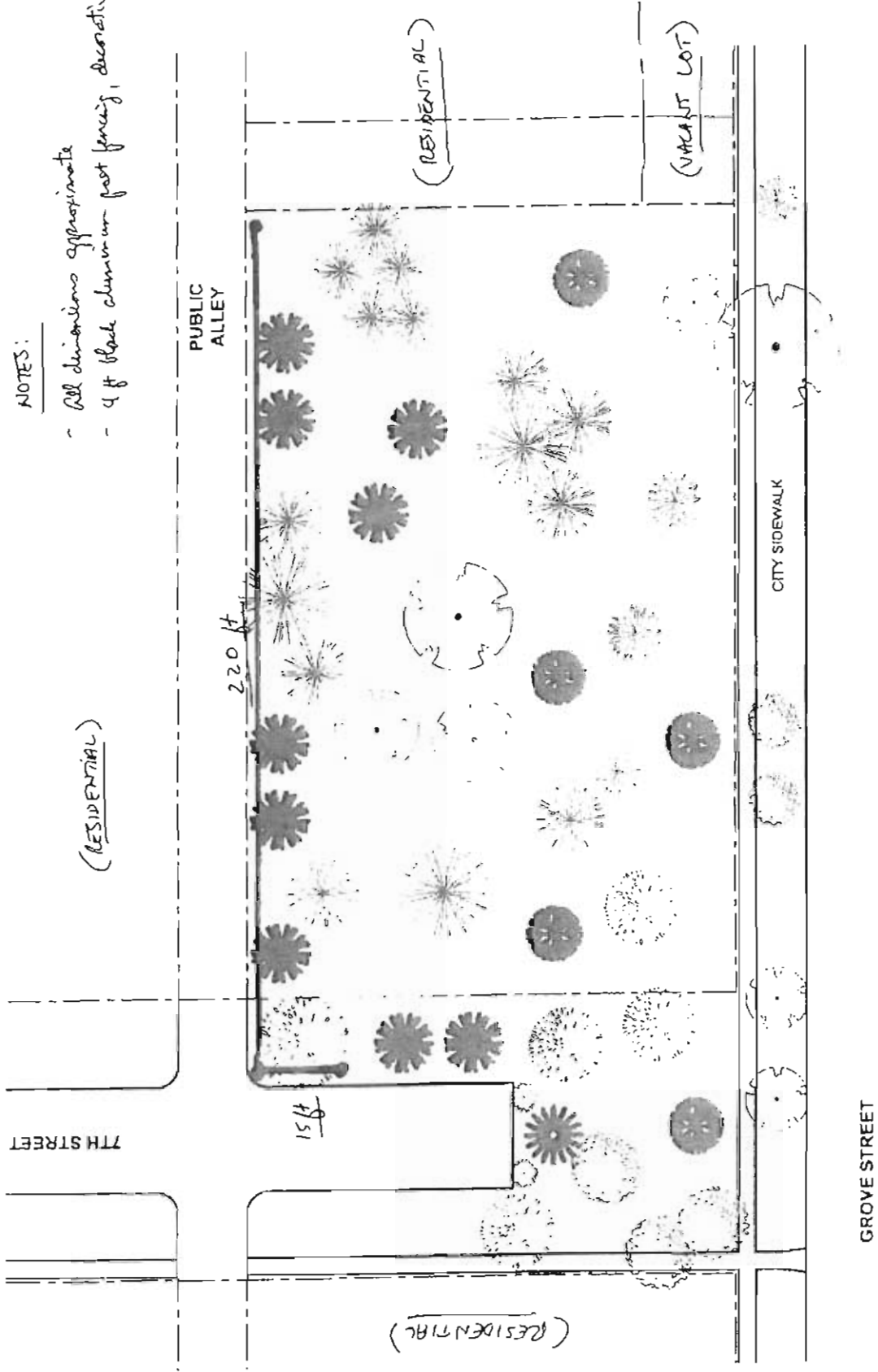
PN



ATTACHMENT C

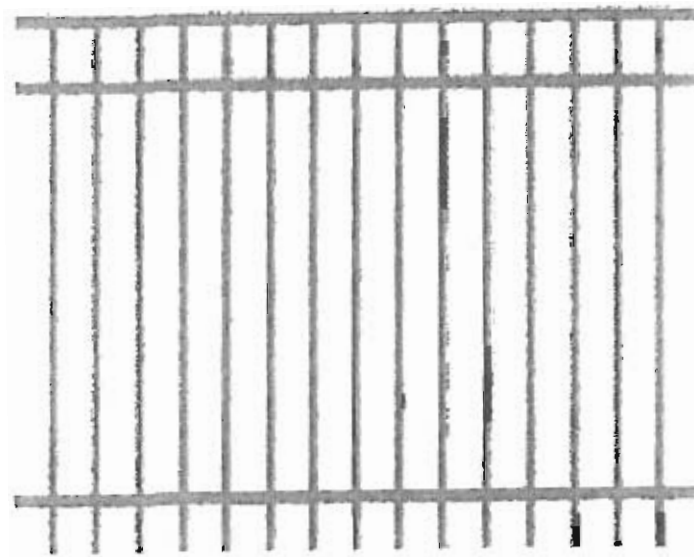
↑ 2

- NOTES:
- All dimensions approximate
 - 4 ft black chain-link post fencing, decorative



ATTACHMENT D

SAMPLE 4-FOOT STEEL OR ALUMINUM DECORATIVE
FENCING, BLACK



ATTACHMENT E

Wyandotte Cable

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 throughout 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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 1, 2015

AGENDA ITEM # 9

ITEM: Municipal Services – Year to Date Financial Results for Period Ending 3/31/2015

PRESENTER: Paul LaManes – Assistant General Manager *PLM*

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Six-month financial results for Municipal Services for the quarter ending March 31, 2015.

STRATEGIC PLAN/GOALS: Fiscally responsible operations.

ACTION REQUESTED: Receive and place on file the YTD financial results for the City of Wyandotte – Department of Municipal Services for the period ending March 31, 2015.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: N/A

MAYOR'S RECOMMENDATION: *JS*

CITY ADMINISTRATOR'S RECOMMENDATION: *Shaydahl*

LEGAL COUNSEL'S RECOMMENDATION: N/A

LIST OF ATTACHMENTS

- Executive Summary of Operating Results
- 3/31/2015 YTD Municipal Services Financial Results by Fund

RESOLUTION:

BE IT RESOLVED by the City Council to receive and place on file the six-month financial results for the Department of Municipal Services for the period ending March 31, 2015.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Stec
Sabuda
Sutherby-Fricke
Galeski
Schultz
Miciura Jr.

City of Wyandotte – Department of Municipal Service

Executive Summary – 6 Month Financial Results for the period ending March 31, 2015

Electric

- Electric operations resulted in a net loss YTD through March 31, 2015 of \$ 328,000 compared to a net loss of \$ 4.3M for the same period last year. The improvement in operating results focuses mainly on the fuel costs related to Natural Gas. In addition, coal and TdF were used significantly less than in the prior year compensated for by the increased use of purchased power. Changes in MISO transportation methods approved by the Commission have also led to a positive impact.
- As a comparison, fiscal 2013 operating results for the first six-months ended with a net loss of approximately \$ 186,000. For the entire year, fiscal 2013 ended with \$ 3.1M of net income and included a mild summer with \$ 2.2M of total annual net income earned in September. Reason for optimism exists for a hot summer after two consecutive mild summers with a corresponding impact on operating results.
- Capital projects in progress center on the second 120Kv tie and related matters at Substation #6. As a reminder, this project is funded by Bond Anticipation Notes (BAN's) at interest of 1% and will eventually be financed long-term through the issuance of bonds. This strategy mitigates the impact on rates and increases the reliability of system operations.

Water

- Water operations resulted in net income YTD through March 31, 2015 of approximately \$ 212,000 compared to net income last year for the same period of approximately \$ 169,000.
- Although water sales and collection fees have decreased (The department sold less water than in the previous year but customers are paying on time more often), management of overall expenditures, mainly in healthcare benefits has led to the positive year to year variance. Fewer main breaks during the winter of 2015 also led to less overtime for the department.
- Significant capital projects for water, including the Filter Plant rehabilitation are in progress. Although operating results by nature do not reflect capital expenditures, rates are set to cover capital expenditures.

Cable/Internet/Telecommunications

- Cable operations resulted in net income through March 31, 2015 of approximately \$ 403,000 compared to net income last year for the same period of approximately \$ 470,000. The decline in net income year to year is primarily due to programming royalty increases that have outpaced the decline in subscribers and bandwidth surcharges for internet capacity above contracted amounts. Costs attributable to retirees have also increased over the prior year.
- On a year to year basis, revenue declines for cable television due to decreased subscriber counts have been offset partially by the revenue credited to the increase in internet subscribers and the implementation of late payment penalties for Cable billing. In addition, increases in commercial insertion revenue due to the increased split for WMS and the recovery of DTA costs through billing increased from the prior year. DTA costs are accounted for separately. Comparative subscriber counts for selected service categories are as follows:

<u>Category</u>	<u>March 2015</u>	<u>Budget 2015</u>	<u>March 2014</u>
Expanded Basic Cable	6,238	6,482	6,807
Digital Basic Cable	2,875	3,026	3,180
Internet (All)	5,693	5,145	5,415

- Actual results for operating revenue trailed budgeted forecasts due primarily to an over forecast in the number of DTA's estimated for the all-digital project and the under forecast of premium package discounts. Note that DTA's were ordered on an as needed basis and drop shipped to customers, only a small stock is kept on hand, therefore no corresponding costs are associated with the forecasted DTA's.
- One note of caution regarding the operating results for Cable is a reminder regarding the capital expenditures for the all-digital and Homes per Node projects during the current fiscal year. Annual budgets and rates are set to cover not only the results of operations but also capital expenditures. As subscribers continue to decline while programming royalties increase, fewer dollars are recovered annually to contribute to fixed cost recovery for that period, including capital. Any shortcomings in fixed cost recovery would have to be covered by accumulated working capital and fund balance, absent rate or decreased capital expenditure considerations. At the end of fiscal 2014 the unrestricted fund balance for Cable was approximately \$ 3.17M. A portion of this fund balance covers capital projects budgeted and in progress in late fiscal 2014 but completed in fiscal 2015. It is anticipated that these investments will allow the Cable Fund to reverse the trend in subscriber losses allowing the department to compete on a level playing field for services with competitors and allow the department to highlight its advantages in customer service and flexible subscriber commitments.

City of Wyandotte - Department of Municipal Services
Fund 591 - Electric Utility Fund
Fiscal YTD as of: March 31, 2015

	Actual			Budget	
	YTD Balance	YTD Balance	Variance	2014-15	Budget
	<u>03/31/2014</u>	<u>03/31/2015</u>	<u>Fav/(Unfav)</u>	<u>Allocated</u> <u>YTD Budget</u>	<u>Over/(Under)</u>
Revenue:					
Net - Dept 000-Revenue	\$ 22,534,463	\$ 22,111,702	\$ (422,761)	\$ 22,139,936	\$ (28,234)
Expenditures:					
Net - Dept 001-Fuels, Chemicals, and Commodities	(9,084,478)	(4,485,238)	4,599,239	(2,749,330)	1,735,908
Net - Dept 003-General Department	(11,016,146)	(11,226,218)	(210,072)	(11,286,677)	(60,459)
Net - Dept 004-Boilers	(427,053)	(248,027)	179,026	(244,500)	3,527
Net - Dept 008-Meter Readers	(96,184)	(39,528)	56,656	(73,841)	(34,313)
Net - Dept 009-Store Room	(44,432)	(48,345)	(3,913)	(49,105)	(760)
Net - Dept 011-Transmission & Distribution Gen'l	(774,726)	(729,921)	44,805	(1,095,581)	(365,660)
Net - Dept 015-Customer Service	(109,875)	(120,869)	(10,993)	(142,720)	(21,851)
Net - Dept 017-Energy Program Costs	(309,264)	(422,788)	(113,525)	(1,049,330)	(626,541)
Net - Dept 021-Commission	0	0	0	(1,300)	(1,300)
Net - Dept 022-General Manager	(99,765)	(96,467)	3,298	(101,918)	(5,450)
Net - Dept 025-Informational Systems Department	(55,568)	(60,793)	(5,225)	(87,401)	(26,608)
Net - Dept 026-Customer Assistance Department	(156,064)	(156,273)	(208)	(169,175)	(12,902)
Net - Dept 031-Administration	(779,624)	(934,740)	(155,116)	(1,090,411)	(155,671)
Net - Dept 033-Liability Insurance	(270,770)	(264,972)	5,799	(258,593)	6,379
Net - Dept 034-Contractual	(6,990)	(47,887)	(40,898)	(37,117)	10,770
Net - Dept 035-Building & Grounds Rep & Maint	(2,916)	(1,899)	1,017	(2,408)	(508)
Net - Dept 040-Retirees	(532,603)	(593,942)	(61,339)	(652,750)	(58,808)
Net - Dept 071-Vehicles	(32,619)	(21,289)	11,329	(45,250)	(23,961)
Net - Dept 091-Depreciation	(2,439,000)	(2,403,462)	35,538	(2,403,463)	(0)
Net - Dept 000-Interest	(634,023)	(537,354)	96,669	(592,590)	(55,236)
Total Expenditures	(26,872,099)	(22,440,012)	4,432,087	(22,133,456)	306,557
Net of Revenues and Expenditures	\$ (4,337,636)	\$ (328,310)	\$ 4,009,326	\$ 6,481	\$ 334,791

City of Wyandotte - Department of Municipal Services
Fund 592 - Water Utility Fund
Fiscal YTD as of: March 31, 2015

	Actual			Budget	
	YTD Balance 03/31/2014	YTD Balance 03/31/2015	Variance Fav(Unfav)	2014-15 Allocated YTD Budget	Budget Over(Under)
Revenue:					
Net - Dept 000-Revenue	\$ 1,902,349	\$ 1,877,449	\$ (24,900)	\$ 1,977,218	\$ (99,768)
Expenditures:					
Net - Dept 001-Fuels, Chemicals, and Commodities	(42,124)	(52,754)	(10,631)	(103,500)	(50,746)
Net - Dept 002-Filter Plant	(333,506)	(302,762)	30,745	(313,950)	(11,188)
Net - Dept 003-General Department	(148,096)	(146,663)	1,434	(208,652)	(61,989)
Net - Dept 005-Water Department Maintenance	(4,795)	(11,066)	(6,271)	(8,800)	2,266
Net - Dept 008-Meter Readers	(27,975)	(9,252)	18,723	(21,168)	(11,916)
Net - Dept 009-Store Room	(7,366)	(8,609)	(1,243)	(7,441)	1,168
Net - Dept 011-Transmission & Distribution Gen'l	(319,469)	(277,254)	42,214	(281,687)	(4,433)
Net - Dept 015-Customer Service	(53,580)	(39,919)	13,661	(91,356)	(51,436)
Net - Dept 021-Commission	0	0	0	(13)	(13)
Net - Dept 022-General Manager	(15,375)	(15,004)	371	(15,212)	(208)
Net - Dept 023-Superintendent's Office	(69,621)	(104,214)	(34,593)	(112,726)	(8,511)
Net - Dept 025-Informational Systems Department	(9,298)	(10,107)	(809)	(19,166)	(9,058)
Net - Dept 026-Customer Assistance Department	(26,014)	(26,220)	(206)	(28,270)	(2,049)
Net - Dept 031-Administration	(157,030)	(161,960)	(4,930)	(167,712)	(5,752)
Net - Dept 033-Liability Insurance	(22,330)	(31,507)	(9,177)	(27,458)	4,049
Net - Dept 034-Contractual	(1,490)	(6,402)	(4,911)	(35,500)	(29,098)
Net - Dept 035-Building & Grounds Rep & Maint	(486)	(245)	241	(738)	(493)
Net - Dept 040-Retirees	(129,381)	(94,209)	35,172	(108,688)	(14,479)
Net - Dept 071-Vehicles	(14,164)	(10,286)	3,878	(16,250)	(5,964)
Net - Dept 091-Depreciation	(351,500)	(356,750)	(5,250)	(356,750)	0
Total Expenditures	(1,733,601)	(1,665,184)	68,417	(1,925,033)	(259,849)
Net of Revenues and Expenditures	\$ 168,749	\$ 212,265	\$ 43,517	\$ 52,185	\$ (160,080)

City of Wyandotte - Department of Municipal Services
Fund 594 - Cable Utility Fund
Fiscal YTD as of: March 31, 2015

	Actual			Budget	
	YTD Balance 03/31/2014	YTD Balance 03/31/2015	Variance Fav (Unfav)	2014-15 Allocated Budget	Budget Over (Under)
Revenue:					
Net - Dept 000-Revenue	\$ 4,901,261	\$ 4,945,593	\$ 44,332	\$ 5,052,985	\$ (107,392)
Expenditures:					
Net - Dept 006-Cable TV Headend	(159,390)	(97,679)	61,711	(132,018)	(34,339)
Net - Dept 007-Cable TV Studio	(59,449)	(59,714)	(265)	(65,483)	(5,769)
Net - Dept 009-Store Room	(22,094)	(34,924)	(12,830)	(27,329)	7,595
Net - Dept 011-Transmission & Distribution Gen'l	(357,929)	(339,408)	18,521	(388,009)	(48,601)
Net - Dept 015-Customer Service	(6,972)	(13,482)	(6,510)	(13,250)	232
Net - Dept 016-Cable TV Royalties	(2,210,460)	(2,256,832)	(46,372)	(2,357,512)	(100,680)
Net - Dept 018-Pass-thru Fees	(390,657)	(420,465)	(29,808)	(449,378)	(28,913)
Net - Dept 021-Commission	0	0	0	(25)	(25)
Net - Dept 022-General Manager	(46,125)	(44,561)	1,564	(46,211)	(1,649)
Net - Dept 023-Superintendent's Office	(80,878)	(78,049)	2,829	(84,007)	(5,958)
Net - Dept 025-Informational Systems Department	(28,158)	(30,383)	(2,226)	(27,183)	3,200
Net - Dept 026-Customer Assistance Department	(77,798)	(78,132)	(334)	(85,591)	(7,459)
Net - Dept 031-Administration	(339,826)	(396,448)	(56,622)	(412,389)	(15,940)
Net - Dept 033-Liability Insurance	(126,386)	(127,453)	(1,066)	(126,953)	500
Net - Dept 034-Contractual	(1,467)	(26,705)	(25,237)	(11,338)	15,367
Net - Dept 035-Building & Grounds Rep & Maint	(1,837)	(900)	937	(2,875)	(1,975)
Net - Dept 040-Retirees	(78,243)	(109,561)	(31,318)	(106,400)	3,161
Net - Dept 071-Vehicles	(14,762)	(11,951)	2,811	(21,750)	(9,799)
Net - Dept 091-Depreciation	(428,950)	(415,675)	13,275	(415,675)	0
Total Expenditures	(4,431,381)	(4,542,322)	(110,941)	(4,773,373)	(231,051)
Net of Revenues and Expenditures	\$ 469,880	\$ 403,271	\$ (66,609)	\$ 279,612	\$ 123,659

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 1, 2015

AGENDA ITEM # 10

ITEM: Response to Tom and Donna Lengyel Acquiring Adjacent Property Known as the former 600-604 Poplar (Lot Size 15' x 140')

PRESENTER: Mark A. Kowalewski, City Engineer and William R. Look, City Attorney

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski and William Look

BACKGROUND: In response to the above request, the following circumstances apply; The City sold 20' feet of the former 600-604 Poplar to Mr. and Mrs. Lengye, 580 Poplar, in 2010 making their property 55' x 140'. Notices have been sent to the adjacent property owners at 608 Poplar to acquire the remaining 15 feet of the former 600-604 Poplar; they have shown no interest in acquiring this property. Their lot size is 52.5' x 140'.

The current property is zoned RT – Two Family Residential District. If it is the desire of Council to sell this property to Mr. and Mrs. Lengyel, the property should be rezoned to RA – Single Family Residential District which would preclude the property from being converted into a two-family rental. Attached is a rezoning application for your consideration.

STRATEGIC PLAN/GOALS: This is consistent with the Goals and Objectives of the City of Wyandotte's Strategic Plan in insuring that development will have a positive impact on maintaining and developing excellent neighborhoods.

ACTION REQUESTED:

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: If Council approves sale, authorize the Mayor and City Clerk to execute the Purchase Agreement to sell the former 600-604 Poplar to Mr. and Mrs. Lengyel in the amount of \$750.00 plus closing cost; forward the a rezoning application to the Planning Commission for the required public hearing and once approved, a closing will be scheduled.

COMMISSION RECOMMENDATION: n/a

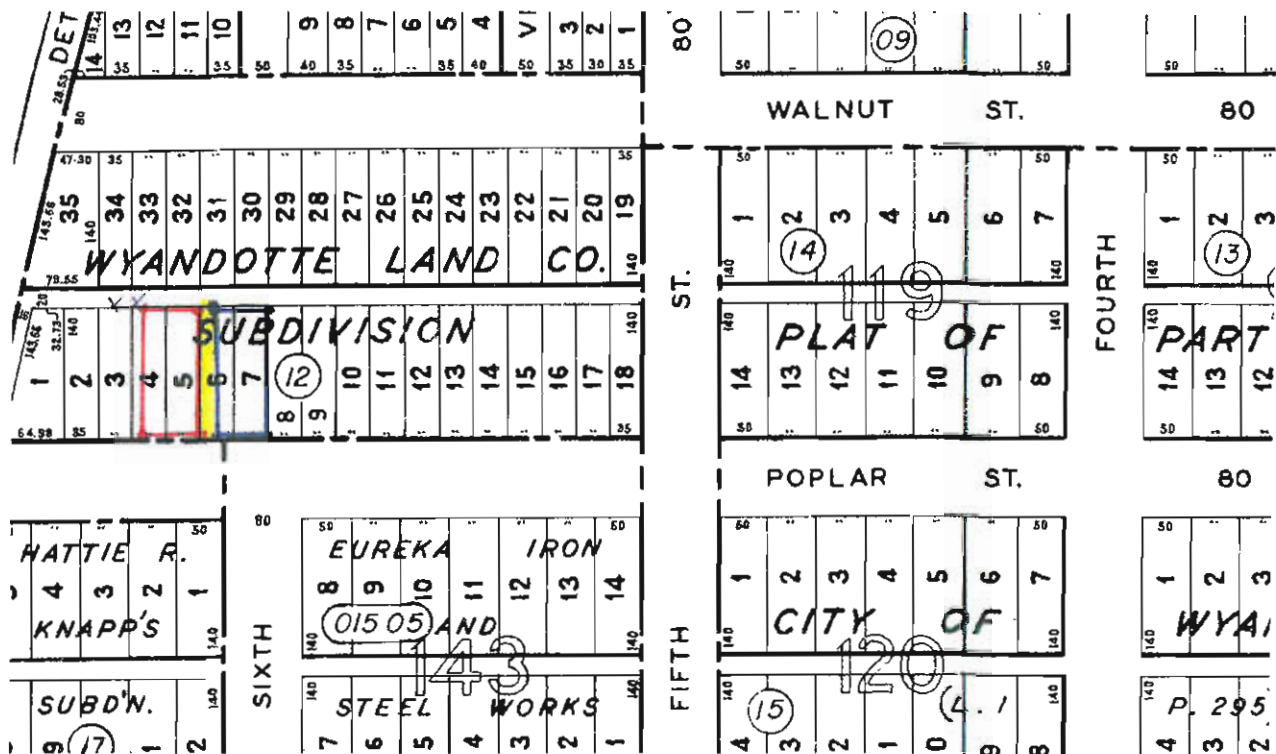
CITY ADMINISTRATOR'S RECOMMENDATION: *Salvador*

LEGAL COUNSEL'S RECOMMENDATION: *W. Look (Reviewed offer)*

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Map of area, Council Resolution of May 11, 2015, Proposed Purchase Agreement and Rezoning Application



580 Poplar - ALL OF LOT 6 EXCEPT THE W 15 FT AND ALL OF LOT 7 WYANDOTTE LAND CO. SUB Lot Size: 55' x 140'

600 Poplar - THE W 15 FT OF LOT 6 WYANDOTTE LAND CO. SUB - 15' x 140'

CITY

608 Poplar - THE E 17.5 FT OF LOT 4 ALSO LOT 5 WYANDOTTE LAND CO SUB - Lot Size: 52.5' x 140'

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

May 12, 2015

RESOLUTION

Tom and Donna Lengyel
580 Poplar
Wyandotte, Michigan 48192

By Councilman Ted Miciura Jr.
Supported by Councilwoman Sheri M. Fricke

RESOLVED by the City Council that the request from Tom and Donna Lengyel, 580 Poplar to purchase the 15th feet of the vacant lot west of their home is hereby referred to the City Engineer for a review and report back in two (2) weeks.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on May 11, 2015.


William R. Griggs
City Clerk

CC: City Engineer

4.28.2015



DEAR WYANDOTTE MAYOR AND COUNCIL,

MY NAME IS TOM LENGYEL AND MY WIFE IS DONNA. WE RESIDE AT 580 POPLAR IN WYANDOTTE. WE PURCHASED 20 FT. OF A 35 FT. VACANT LOT WEST OF OUR HOUSE IN THE SUMMER OF 2011. WE ORIGINALLY WERE OFFERED BY THE CITY OF WYANDOTTE TO PURCHASE THE VACANT 35 FT. LOT AND DECLINED AT THAT TIME. INSTEAD WE PURCHASED 20 FT. OF THE 35.

WE HAD THE 35 FT. LOT LEVELED AND HYDRO SEEDED. WE ARE ALWAYS GETTING COMPLIMENTS ON OUR YARD. 90% OF THE TIME WE KEEP THE VACANT 15 FT. MOWED AND IN THE WINTER CLEAR THE SIDEWALK. WE HAVE SOUGHT TO PURCHASE THE EXTRA 15 FT. THIS YEAR AND WE WERE TOLD THE RESIDENT AT 608 POPLAR WOULD GET FIRST CHOICE. THE RESIDENT AT 608 POPLAR HAS BEEN NOTIFIED SEVERAL TIMES BY MAIL WITH THE OFFER FROM WYANDOTTE TO PURCHASE THE 15 FT. THE WYANDOTTE CITY HALL TOLD ME SHE HAS NOT RESPONDED.

THE LAST TIME WE WERE TOLD IF THE 608 POPLAR RESIDENT DID NOT RESPOND WE COULD PURCHASE THE PROPERTY. TIME WENT BY WITH NO RESPONSE AND NOW WE ARE BEING TOLD THE CITY WANTS TO LEAVE THE OFFER ON THE TABLE IN CASE 608 POPLAR EVER DECIDES THEY WANT THE 15 FT.

IN THE MEAN TIME THE CITY PAYS TO HAVE VACANT LOT CUT AND THE SNOW REMOVED



FROM THE SIDEWALK IN THE WINTER.

WE ARE OFFERING TO PAY CASH TO
PURCHASE THE PROPERTY PLUS THE CITY
WOULD THEN HAVE THE PROPERTY ON ITS
TAX ROLL.

608 Poplar HAS A 52 FT. X 140 FT. LOT
580 Poplar HAS A 55 FT. X 140 FT. LOT

IF PURCHASED WHENEVER BY 608 Poplar
THEIR LOT WOULD BECOME 67 FT. X 140

IF PURCHASED BY 580 Poplar OUR LOT WOULD
BECOME 70 X 140.

THANK YOU VERY MUCH
FOR YOUR TIME,

Tom Rengyel
Donna Rengyel

WYANDOTTE CITY CLERK

2015 APR 28 A 9 12

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390

William R. Look
Steven R. Makowski

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

Richard W. Look
(1912-1993)

OFFER TO PURCHASE REAL ESTATE

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

{ City
Xxxxxxxx of
Xxxxxxxx

Wyandotte County, Michigan, described as follows:
West 15 feet of Lot 6 Wyandotte Land Company Subdivision as recorded in Liber 21, Page 51 of Plats WCR being known as part
of the Former 604 Poplar 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 Seven Hundred Fifty Dollars and 00/100 (\$750.00) Dollars,
subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY: Paragraph A

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

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 Policy of title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy at time of closing.
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	
Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, 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.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u> If the Seller occupies the property, it shall be vacated on or before <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for 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 Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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, Purchaser will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 580 Poplar. 3. Purchaser is responsible for all closing fees including, title premium, Wayne County Fee of \$150.00 and recording fees. Closing fees will be due at time of closing. 4. Property is being purchased in an "as is" condition. 5. Sale is contingent upon property being purchased under this Agreement being rezoned to RA.

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

IN PRESENCE OF:

Thomas Lengyel L. S.
Purchaser

Donna Lengyel L. S.
Purchaser
Address 580 Poplar, Wyandotte, MI
Dated _____ Phone: _____

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____
Phone _____ By: _____
This is a co-operative sale on a _____ basis with _____
Seller

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:

CITY OF WYANDOTTE:

Joseph R. Peterson, Mayor L. S.

William R. Griggs, City Clerk L. S.
Address 3200 Biddle Avenue, Wyandotte
Dated: _____ Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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



Residential: \$200.00
Commercial: \$300.00
Plan Development \$1,000.00

CITY OF WYANDOTTE
3200 Biddle Avenue
Wyandotte, Michigan 48192
734.324.4551

APPLICATION FOR REZONING

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 Former 600-04 Poplar between 6th Street
STREET ADDRESS STREET
and Railroad on the north side of the street, and is known as lot(s) number
STREET N-S-E-W
 of west 15 feet of Lot 6 Wyandotte Land Co. Sub Subdivision,
Lot Size 15' x 140'

The property is owned by:

Name City of Wyandotte Street Address 3200 Biddle
City Wyandotte State MI Zip 48192
Phone # 734-324-4555

PRESENT ZONING: RT - Two Family Residential District REQUESTED ZONING: RA-Single Family Res.

It is proposed that the property will be put to the following use: a Single Family Dwelling

****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: _____ Address: _____

OFFICE USE ONLY

Receipt # _____ Date: _____

Engineer's Signature _____

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 1, 2015

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding the response to the communication from Tom and Donna Lengyel regarding acquiring the former 600-604 Poplar is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council approves the Purchase Agreement to sell the former 600-604 Poplar to Mr. and Mrs. Lengyel for the amount of \$750.00; AND

BE IT FURTHER RESOLVED that the rezoning application be referred to the Planning Commission for the required 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	_____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 1, 2015

AGENDA ITEM #

11

ITEM: Sale of the City Owned Property Former 859 5th Street (22.78' x 109.9')

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 5-26-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: This property was purchased with TIFA Area Funds. Recommendation is to sell 22.78 feet of the property to the adjacent property owners at 845 5th Street, for the amount of \$1,139.00 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 68.58' x 109.9'.

STRATEGIC PLAN/GOALS: This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that development will have a positive impact on maintaining and developing excellent neighborhoods.

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved a closing will be scheduled.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Schuydal*

LEGAL COUNSEL'S RECOMMENDATION: *W. Foth (reviewed offer)*

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

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

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390

William R. Look
Steven R. Makowski

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

Richard W. Look
(1912-1993)

OFFER TO PURCHASE REAL ESTATE

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

{ City
Xxxxxxxx of
Xxxxxxx

Wyandotte Wayne County, Michigan, described as follows:
All of Lot 44 except the South 22.79 feet Ann Subdivision, as recorded in Liber 47, Page 765 of Plats WCR, being known as part of the Former 859 5th Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit if any, now on the premises, and to pay therefore the sum of One Thousand One Hundred Thirty-Nine Dollars and 00/100 (\$1,139.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

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

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 Policy of title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy at time of closing.
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	
Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, 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.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u> If the Seller occupies the property, it shall be vacated on or before <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, <i>Fiscal Year</i> applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
	8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.
Broker's Authorization	9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 845 5th Street. 3. Purchaser is responsible for all closing fees including, title premium, Wayne County Fee of \$150.00 and recording fees. Closing fees will be due at time of closing. 4. Property is being purchased in an "as is" condition.

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

IN PRESENCE OF:

_____	Ciro Biundo	L. S.
_____	Barbara Biundo	Purchaser
_____	Address _____	L. S.
Dated _____	Phone: _____	

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____
 Phone _____ By: _____
 This is a co-operative sale on a _____ basis with _____
 _____ Seller

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

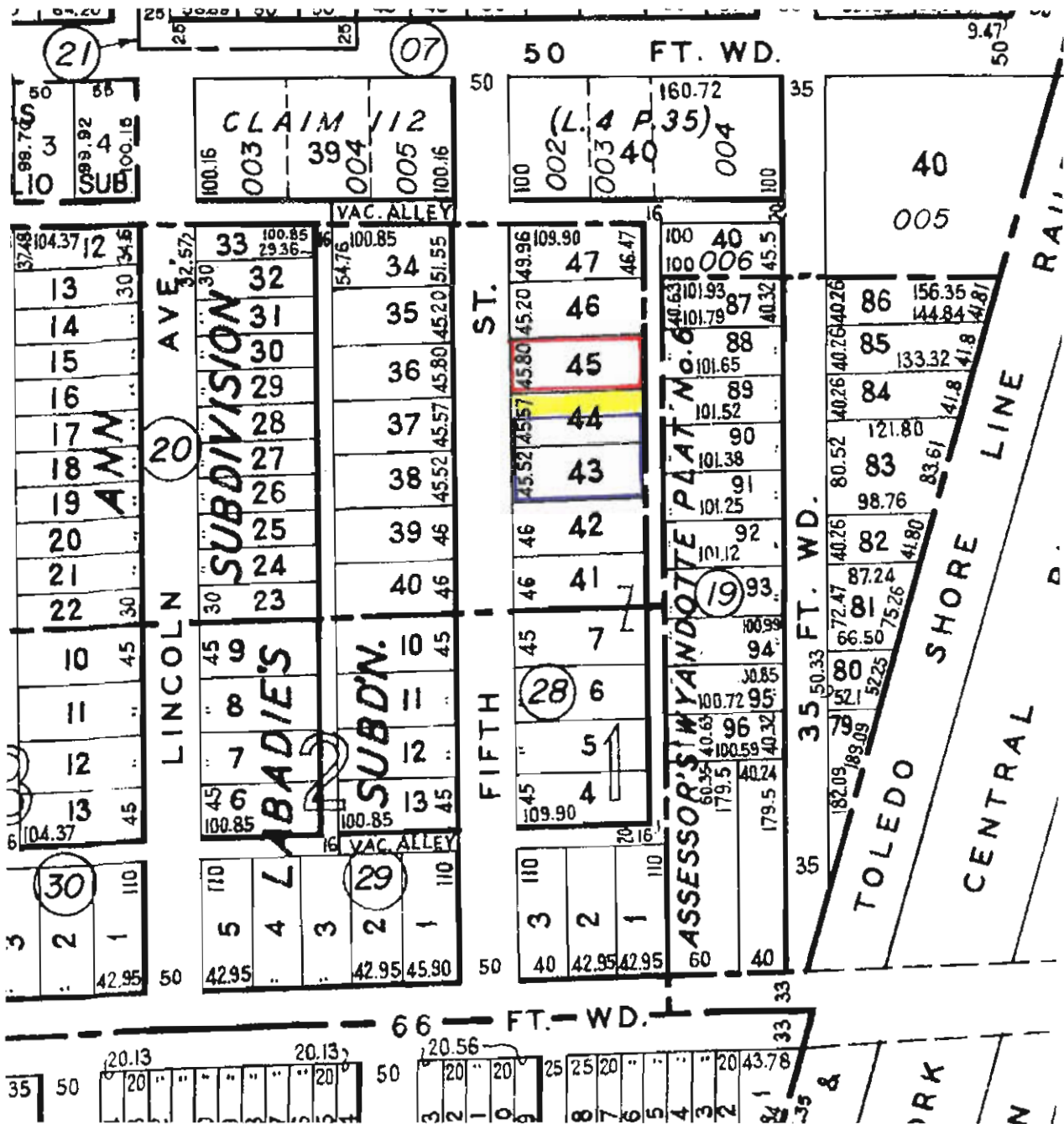
IN PRESENCE OF:

_____	Joseph R. Peterson, Mayor	L.S.
_____	William R. Griggs, City Clerk	L. S.
_____	Address 3200 Biddle Avenue, Wyandotte	
Dated: _____	Phone 734-324-4555	

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____ L. S.
 _____ Purchaser



867 5th Street - LOT 43 and the south 22.79 feet of Lot 44, ANN SUB Lot Size: 68.31' x 109.9'

859 5th Street - All of LOT 44 except the south 22.79 feet ANN SUB Lot Size: 22.78' x 109.9'

845 5th Street - LOT 45 ANN SUB Lot Size: 45.8' x 109.9'

POLICY FOR THE SALE OF NON-BUILDABLE LOTS

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL

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

September 11, 2012.

JOSEPH R. PETERSON
MAYOR
RESOLUTION

Marjorie Griggs
2442-9th Street
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda
Supported by Councilman Todd M. Browning

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

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

RESOLUTION DECLARED ADOPTED

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

William R. Griggs
William R. Griggs
City Clerk

CC: City Engineer, City Assessor

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 1, 2015

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that Council approves the Purchase Agreement to sell 22.78 feet of the former 859 5th Street to the adjacent property owners at 845 5th Street for the amount of \$1,139.00; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 1st, 2015

AGENDA ITEM #

12

ITEM: Site Plan Renovations for 2446 8th Street

PRESENTER: Mark Kowalewski, City Engineer

Mark Kowalewski 5-26-15

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski, City Engineer

BACKGROUND: The NSP2 house located at 2446 8th street has rear yard drainage concerns thus causing water ponding. MSHDA has agreed to fund installation of four (4) yard basins and site re-grading to eliminate the problem (See attached E-mail). The bid summary is attached and Absolute Quality Inc. was low bid.

STRATEGIC PLAN/GOALS: We are committed to enhancing the community's quality of life by fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: The undersigned recommends contracting with the low bidder Absolute Quality Inc., Brownstown, Michigan in the Lump Sum amount of \$16,800 for Site Plan Renovations.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account # 101-000-078-050

IMPLEMENTATION PLAN: Execute contract and renovate site.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Shrydal*

LEGAL COUNSEL'S RECOMMENDATION: *w look*

MAYOR'S RECOMMENDATION: *Joseph R Peterson*

LIST OF ATTACHMENTS: E-mail, Bids, Release

Mark Kowalewski

From: Davis, James (MSHDA) <DavisJ4@michigan.gov>
Sent: Thursday, December 11, 2014 7:33 AM
To: Mark Kowalewski
Cc: Ralph Hope; Kelly Roberts
Subject: Re: REQUEST FOR COUNCIL 2446 8TH

Approved from my end!

Sent from my iPad

On Dec 10, 2014, at 12:28 PM, Mark Kowalewski <mkowalewski@wyandotte.net> wrote:

Jim,
Please provide approval of the attached low bid of \$16,800 to utilize NSP2 Program Income for 2446 8th Street before I proceed to City Council for approval.
Thanks,

Mark A. Kowalewski, PE
City Engineer
City of Wyandotte
3200 Biddle, suite 200
Wyandotte, MI 48192
1-734-324-4554

<request for council.pdf>
<attachment 2.pdf>

1. Raupp Brothers Landscape Supply and Garden
23216 Telegraph Road, Brownstown, MI. 48183
Phone – 734.671.8800
Contact – (Eric Raupp)
 - a. Did not attend pre-bid meeting.
 - b. Did not submit a bid.

2. Franks Landscaping & Interlocking Brick Co.
26204 Doxtator, Dearborn Heights, MI. 48127
Phone – 313.278.4855
Contact - (Frank Nasal)
 - a. Did attend the pre-bid meeting.
 - b. Did not submit a bid.

3. Absolute Quality Inc.
18224 Telegraph Road, Brownstown, MI. 48174
Phone – 734.941.7474
Contact – (Mike)
 - a. Did attend the pre-bid meeting.
 - b. Submitted bid of **\$16,800.00**

4. Old Grand Island Sprinkler Co.
6964 South Huron River, South Rockwood, MI. 48179
Phone – 734.612.8816
Contact - (Derek Light)
 - a. Did attend the pre-bid meeting.
 - b. Submitted bid of **\$17,840.00**

RELEASE

WHEREAS, KEVIN SALLA, purchased an NSP2 home at 2446 8th Street, Wyandotte from the City of Wyandotte, and

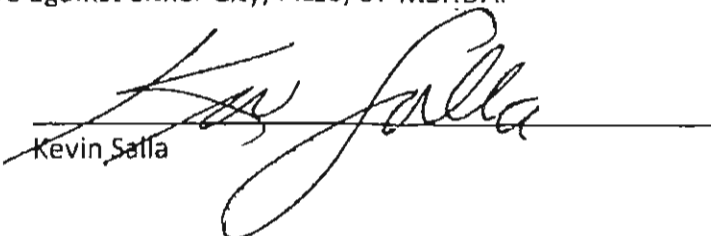
WHEREAS, the warranty for said home construction has already expired, and

WHEREAS, Michigan State Housing Development Authority (MSHDA) has agreed to pay for additional landscaping as identified in EXHIBIT A.

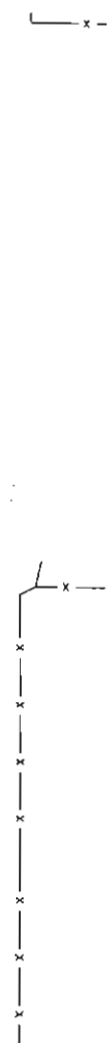
NOW THEREFORE, in consideration of the above, the undersigned completely releases the City of Wyandotte and all its employees and agents ("City"), Pizzo Development, Inc. all its employees and agents ("Pizzo"), and Michigan State Housing Development Authority and all its employees and agents ("MSHDA") from any and all claims that the undersigned may have against City, Pizzo, and MSHDA concerning the construction and sale of 2446 8th Street, Wyandotte, Michigan to the undersigned.

The undersigned further acknowledges that the City, Pizzo, and MSHDA dispute any claim that the undersigned may believe he has and the additional work identified in Exhibit A is for the purpose of settling all claims the undersigned may have against either City, Pizzo, or MSHDA.

Dated: 5-21-2015




Kevin Salla



ARROW ON FIRE INDICANT ON THE WEST SIDE OF 8TH STREET APPROXIMATELY 400 FEET SOUTH OF WOLLAUT STREET IN FRONT OF HOUSE NUMBER 2400 8TH STREET.
ELEVATION 10120 (PRESUMED ELEVATION)

1. THE PROPERTY SHALL BE RE-GRADUED TO MATCH THE GRADES INDICATED ON THE PLAN. THE GRADE WITH NO INDICATION ARE EXISTING GRADES.
2. EXISTING LANDSCAPE, TREES AND EXISTING SHALL REMAIN IN PLACE.
3. CONTRACTOR SHALL HAVE MISS DIG MAXX UTILITIES BEFORE BE BEGINNING ANY WORK. (900-482-7171)

1. NEUTRALIZING DRAIN SHALL BE DISCHARGED AT 17 SQUARE FEET PER MINUTE.
2. DASHED LINE INDICATE OF PVC SOLO, OR DRAIN PIPE 1/2 IN. DIA. SIZE AND 47 MIN. LENGTH.
3. INSTALL TRAP AND CLEANOUT.
4. TAP INTO EXISTING SAN. LEAD USING PVC WYE CONNECTION.
5. EXISTING MANHOLE SHALL BE REMOVED AND RECONSTRUCTED TO MEET ALL CITY REQUIREMENTS. BEFORE RECONSTRUCTING, VERIFY GREAT REBOUND TO WALL. REELS WILL RUN REBOUND, AND FASTENERS TO WALL SHALL BE 1/2 IN. DIA. AND 12 IN. LONG. REBOUND OF WALL SHALL BE 1/2 IN. BELOW MANHOLE WALL. REPAIRS COVER BY GROUND.
6. EXISTING EGRESS WELL TO BE REMOVED AND RECONSTRUCTED. EXISTING DRAIN IS NOT TO BE COVERED. RECONSTRUCT TO MEET ALL CITY REQUIREMENTS. PRESSURE MAIN TO BE TAPPED IN SAN. REBOUND TO WALL. MANHOLE DEPENDS ON EXISTING SAN. SIZE.
7. SHADE UNDERLIES AREA WHERE EXISTING DRAIN AND SANITATION IS TO BE REMOVED. SHALL BE REMOVED. AREA SHALL BE RECONSTRUCTED AS INDICATED INCLUDING EXISTING FLOOR. REBOUND SHALL BE COVERED WITH FLEXIBLE FLOOR PROTECTION.



NOTE:
The following information is for informational purposes only and is not intended to be used as a basis for any action.

1822 FORD AVENUE □ WYANMOTTE MICHIGAN □ A Post Office

DRAWN BY: DVB	IS REVIEWED
CHECKED BY: JJS	CLIENT REVIEW: 10-03-14
	CONST. SET: 10-17-14
PROJECT NO:	REVIEWED: 10-24-14 *
	REVISED: 10-30-14

A-1

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: June 1st, 2015

RESOLUTION by Councilman _____

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

To approve the proposal of Absolute Quality Inc., Brownstown, MI in the amount of \$16,800 from account # 101-000-078-050.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura, Jr.
Sabuda
Schultz
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 1, 2015

AGENDA ITEM #

13

ITEM: Sale of the City Owned Property Former 2524 4th Street (70' x 50')

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 5-26-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: This property was purchased with TIFA Area Funds. Recommendation is to sell the Former 2524 4th Street to the adjacent property owners at 407 Poplar, for the amount of \$1,250.00 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 50' x 140'.

STRATEGIC PLAN/GOALS: This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that development will have a positive impact on maintaining and developing excellent neighborhoods.

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved a closing will be scheduled.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

30 days

LEGAL COUNSEL'S RECOMMENDATION:

in form (renewal offer)

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

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

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390

William R. Look
Steven R. Makowski

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

Richard W. Look
(1912-1993)

OFFER TO PURCHASE REAL ESTATE

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

City
Xxxxxxxx of
Xxxxxxx

Wyandotte Wayne County, Michigan, described as follows:
South 70 feet of Lot 7, Block 120 Plat of Part of the City of Wyandotte, as recorded in Liber 1, Page 295 of Plats WCR, being
known as part of the Former 2524 4th Street, together with all improvements and appurtenances, including all lighting
fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion
unit and permit if any, now on the premises, and to pay therefore the sum of One Thousand Two Hundred Fifty Dollars and
00/100 (\$1,250.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon
the following conditions;

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

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 Policy of title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy at time of closing.
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	
Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, 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.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u>
	If the Seller occupies the property, it shall be vacated on or before <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

<p>Taxes and Prorated Items</p>	<p>7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>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.</p> <p>8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p>	<p>Broker's Author- ization</p>
	<p>9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</p>	

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

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

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.

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 407 Poplar. 3. Purchaser is responsible for all closing fees including title premium, Wayne County Fee of \$150.00 and recording fees. Closing fees will be due at time of closing. 4. Property is being purchased in an "as is" condition.

IN PRESENCE OF:

NO PAYMENT BY PURCHASER IS REQUIRED.

Rachael R. Guzzardo L. S.
Rachael Guzzardo Purchaser

_____ L. S
Purchaser

Address 407 Poplar, Wyandotte, Michigan 48192

Dated 5/15/18

Phone: _____

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

Address _____

Seller

Phone _____

This is a co-operative sale on a _____ basis

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:

Joseph R. Peterson, Mayor

 William R. Griggs, City Clerk
 Address 3200 Biddle Avenue, Wyandotte

Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER
The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

Dated _____ L. S. _____
Purchaser

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POLICY FOR THE SALE OF NON-BUILDABLE LOTS

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL

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

September 11, 2012.

JOSEPH R. PETERSON
MAYOR
RESOLUTION

Marjorie Griggs
2442-9th Street
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda
Supported by Councilman Todd M. Browning

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

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

RESOLUTION DECLARED ADOPTED

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

William R. Griggs
William R. Griggs
City Clerk

CC: City Engineer, City Assessor

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 1, 2015

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that Council approves the Purchase Agreement to sell the former 2524 4th Street to the adjacent property owner at 407 Poplar for the amount of \$1,250.00; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 1, 2015

AGENDA ITEM #

14

ITEM: Amendment to Lease Agreement – 3003-3005 Biddle Avenue

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 5-27-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: In December of 2013, the City entered into a Lease Agreement with D-M Investments, LLC d/b/a D-M Company (Tenant) for the property at 3003-3005 Biddle Avenue. Attached for your consideration is an Amendment to this Lease. The Amendment will allocate eight (8) of the 10 parking spaces for this project to be reassigned to the public parking lot behind 3101 Biddle (known as Lot #3) to be utilized by the Roebuck Residential Lofts Project at 3063 Biddle Avenue. The consideration for this is \$100.00 per month and the Tenant will pay a pro-rated share for resurfacing, sealing and other maintenance not described as part of Landlord's maintenance. Landlord's maintenance will include sweeping, salting, snow plowing and grass cutting of the parking area and sidewalks.

STRATEGIC PLAN/GOALS: Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods. Promoting the finest in design, amenities and associated infrastructure improvements in all new developments

ACTION REQUESTED: Approve the Amendment to the Lease Agreement between the City of Wyandotte and D-M Investments, LLC d/b/a D-M Company for the property at 3003-3005 Biddle Avenue.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: If Amendment is approved, signage will be placed in the City Lot #3 behind 3101 Biddle Avenue allocating eight (8) parking spaces for the Roebuck Residential Lofts Project at 3063 Biddle Avenue.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Support*

LEGAL COUNSEL'S RECOMMENDATION: *w/ Josh (Reviewed Amendment)*

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Amendment to Lease Agreement; Lease Agreement, Request from Roebuck Residential, LLC

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT made this _____ day of _____ 2015,
by and between **City of Wyandotte**, of 3200 Biddle Avenue, Wyandotte, Michigan
48192 as **LANDLORD**, and **D-M Investments, LLC, d/b/a D-M Company**, of 100
Maple Street, Wyandotte, Michigan 48192, as **TENANT**.

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into a Lease Agreement dated
December 27, 2013, relative to the lease of property at 3003-3005 Biddle Avenue in the
City of Wyandotte; and

WHEREAS, the parties have agreed to amend Paragraph 31 of said Lease
Agreement under title of *Costs* which states in part as follows:

“.....Tenant shall have exclusive use of 1 parking space per each residential unit plus one
additional guest space for every third unit constructed and occupied not to exceed ten
(10) spaces all of which will be located at the northerly end of the City’s municipal
parking lot located behind the building or some alternative space in the vicinity at
Landlord’s discretion.”

WHEREAS, the parties are desirous of adding an Amendment to said Lease
Agreement to revise the parking area described above as it is in the best interest of both
parties if eight (8) of the ten (10) above referenced parking spaces are relocated from the
City owned parking lot (described in the Lease Agreement) to the City lot shown on
Exhibit A attached hereto and to be utilized by those parties occupying the nine (9)
Roebuck Residential Lofts located at 3063 Biddle Avenue currently under construction.

NOW THEREFORE, for and in consideration of the mutual promises contained
herein, the parties do hereby agree as follows:

1. That Paragraph 31 of the said Lease Agreement dated December 27, 2013 by
and between the City of Wyandotte, as Landlord, and D-M Investments, LLC, d/b/a D-M
Company, as Tenant, shall be amended as follows:

Costs/ Parking	(31) In the event Tenant decides to develop a condominium project once the lease payments have been fully satisfied and ownership is ready to be conveyed by the Landlord to the Tenant, Tenant will pay all costs including filing fees and legal costs necessary to draft and file the condominium documents. The condominium documents will be subject to approval by both parties. Tenant shall have exclusive use of one (1) parking space per each residential unit constructed and occupied not to exceed ten (10) spaces. Two (2) of these spaces will be located at the northerly end of the City’s municipal parking lot located behind 3001 Biddle Avenue or some alternative space in the vicinity at Landlord’s discretion. The remaining eight (8) parking spaces will be relocated to the
---------------------------	--

City lot shown on Exhibit A attached hereto, or some alternative space in the vicinity at Landlord's discretion, to be utilized by those parties who occupy the Roebuck Residential Lofts to be located at 3063 Biddle Avenue currently under construction. Landlord and Tenant will execute a license agreement with a total fee of One Hundred (\$100.00) Dollars per month for the exclusive use of the above-referenced spaces. Tenant will pay a pro-rated share for resurfacing, sealing and other maintenance not described as a part of Landlord's maintenance. Landlord's maintenance will include sweeping, salting, snow plowing and grass cutting of the parking area and sidewalks.

2. That all other provisions of said Lease Agreement dated December 27, 2013, between the Landlord and Tenant shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

In the Presence of:

City of Wyandotte (Landlord)

By: _____
Joseph R. Peterson, Its Mayor

By: _____
William R. Griggs, Its City Clerk

**D-M Investments, LLC, d/b/a
D-M Company (Tenant)**

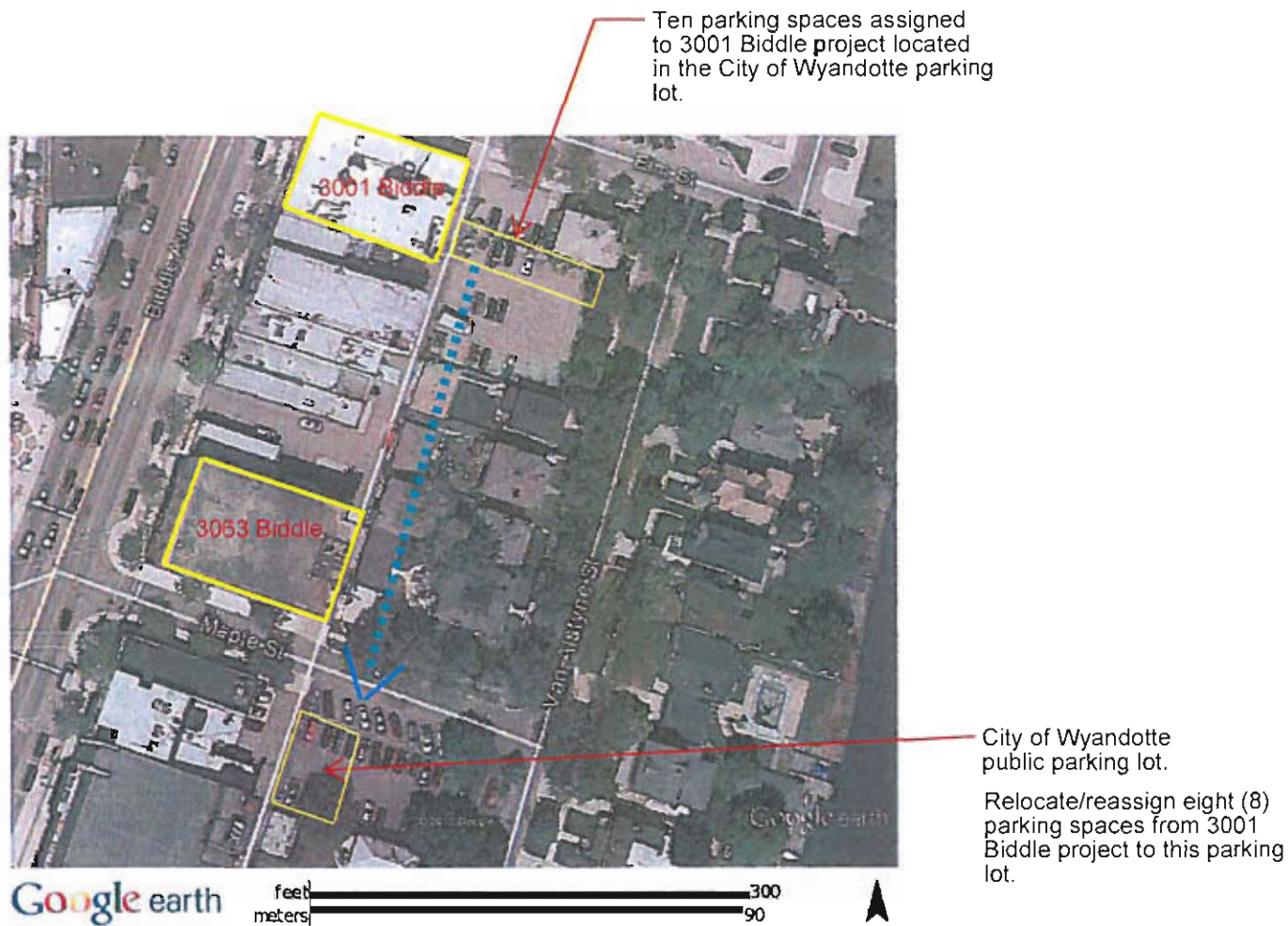
By: _____
Joseph S. Daly, Manager

Roebuck Residential, LLC

100 Maple Street, Wyandotte MI 48192

Re: Request to relocate/reassign parking spaces from the Riverwalk Apartment project located at 3001 Biddle Avenue to the Roebuck Residential project located at 3063 Biddle Avenue.

Date: 5-4-15



OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

December 10, 2013

RESOLUTION

Todd A. Drysdale
City Administrator
3200 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman Lawrence Stec
Supported by Councilwoman Sheri M. Fricke

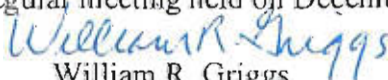
RESOLVED by the City Council that the communication from the City Administrator dated December 9, 2013 relative to 3003-3005 Biddle Avenue is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the Lease Agreement with D-M Investments, LLC, d/b/a D-M Company for the property commonly known as 3003-3005 Biddle Avenue with required monthly base rent payments of \$1,036.76 and initial additional monthly rent payments of \$1,200 for payment of estimated maintenance and utilities (which are subject to increases per the Lease Agreement).

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on December 9, 2013.


William R. Griggs
City Clerk

CC: Assessor

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 9, 2013

AGENDA ITEM #

7

ITEM: Lease Agreement – 3003-3005 Biddle Avenue

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: In December of 2010, the City Council authorized the execution of a Letter of Understanding between D-M Investments, LLC and the City of Wyandotte for the property known as 3003-3005 Biddle. This Letter of Understanding indicated that the City intended to retain a commercial condominium for use by Wyandotte's Municipal/Cable Offices. In April of 2011, a purchase agreement was entered into with D-M Investments, LLC in the amount of \$200,000 with payment in the form of a Deferred Lien and Promissory Note in the amount of \$198,000. The Agreement specified that, prior to closing, the City was required to provide information necessary to effectuate a condominium division of the property. In December of 2011, the City Council authorized the execution of the Addendum to Purchase Agreement between D-M Investments involving the separation of utilities and environmental remediation and reduction in amount due under the deferred lien.

Due to the uncertainty surrounding the necessity and timeframe of the continued municipal use of a portion of building, the undersigned is recommending that the attached Lease Agreement be approved between D-M Investments, LLC and the City of Wyandotte which will replace the purchase agreement which has remained unfulfilled. **The lease agreement will include all the same terms as the original purchase agreement but will accelerate the receipt of funds by the City due to the required monthly payments.** It will also allow the City more time to determine the timeframe and necessity of any continued space requirements for the City's Cable Department.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The City will receive the \$170,030 due under the Deferred Lien via monthly payments of \$1,036.76 for 164 months (\$12,441.12 annually) instead of the lump sum by the due date in June of 2027. The City will continue to receive the property tax revenue and additional rent for estimated maintenance and utilities as specified in the original purchase agreement.


IMPLEMENTATION PLAN: The Department of Legal Affairs will receive the returned Deed for the building from D-M Company, LLC, and the City's Finance Department will commence billing D-M Investments under the Lease Agreement.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

OK 

LIST OF ATTACHMENTS:

1. Lease Agreement – 3003-3005 Biddle Avenue
2. Council Resolution dated December 13, 2010 and Letter of Understanding
3. Council Resolution dated April 11, 2011 and Purchase Agreement
4. Council Resolution dated December 19, 2011 and Addendum to Purchase Agreement

MODEL RESOLUTION:

RESOLVED by the City Council that the communication from the City Administrator relative to 3003-3005 Biddle Avenue is receive and placed on file and

FURTHER, authorizes the Mayor and City Clerk to execute the Lease Agreement with D-M Investments, LLC, d/b/a D-M Company for the property commonly known as 3003-3005 Biddle Avenue with required monthly base rent payments of \$1,036.76 and initial additional monthly rent payments of \$1,200 for payment of estimated maintenance and utilities (which are subject to increases per the Lease Agreement)

1

LEASE AGREEMENT

(1) THIS LEASE made this ____ day of _____, 2013, by and between

CITY OF WYANDOTTE
3200 BIDDLE AVENUE
WYANDOTTE, MICHIGAN 48192

the Lessor, hereinafter designated as the Landlord, and

D-M INVESTMENTS, LLC, d/b/a D-M COMPANY
100 MAPLE STREET
WYANDOTTE, MICHIGAN 48192

the Lessee, hereinafter designated as the Tenant.

Description

(2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the City of Wyandotte, County of Wayne and State of Michigan, to wit:

LOTS 1, 2, 3 AND THE NORTH 6.5 FEET OF LOT 4, BLOCK 32, EUREKA IRON
AND STEEL WORKS RE-SUB, AS RECORDED IN LIBER 22, PAGE 49, WAYNE
COUNTY RECORDS.

COMMONLY KNOWN AS: 3003-3005 BIDDLE

Term

(3) For the term consisting of One Hundred Sixty-four (164 months) COMMENCING ON THE FIRST day of _____, 2013 AND ENDING ON THE _____ DAY OF _____, 20____, fully to be completed and ended, the Tenant yielding and paying during the continuance of this lease unto the Landlord;

Rent

(4) Rent of said premises for said term is the sum of One Thousand Thirty-six and 76/100 (\$1,036.76) Dollars in lawful money of the United States payable in monthly installments in advance, upon the FIRST day of each and every month. IN ADDITION TO THE MONTHLY BASE LEASE PAYMENT, TENANT AGREES TO PAY TO LANDLORD THE SUM OF ONE THOUSAND TWO HUNDRED AND 00/100 (\$1,200.00) DOLLARS PER MONTH FOR PAYMENT OF ADDITIONAL RENT FOR ESTIMATED MAINTENANCE AND UTILITIES (SUBJECT TO UTILITY INCREASES AS DEFINED IN PARAGRAPH 30 BELOW) FOR A TOTAL RENTAL PAYMENT OF: TWO THOUSAND TWO HUNDRED THIRTY SIX AND 76/100 (\$2,236.76) DOLLARS.

LANDLORD AND TENANT ACKNOWLEDGE THAT THE MONTHLY BASE PAYMENTS MADE TO LANDLORD THROUGHOUT THE TERM OF THIS LEASE AGREEMENT WILL TOTAL \$170,030.00.

LANDLORD AND TENANT AGREE THAT TENANT HAS RECEIVED CREDIT ON THE ORIGINAL AGREED UPON PURCHASE PRICE OF \$200,000 AS FOLLOWS:

EARNEST MONEY:	\$ 2,000.00
ENVIRONMENTAL SPECIALITY SERVICES (PAID BY TENANT):	25,000.00
SECURITY DEPOSITS RETAINED BY LANDLORD - LADEMAN	1,220.00
EMBROID ME	1,750.00

RENTAL CREDITS TO TENANT = \$29,970.00

The Tenant hereby hires the said premises for the said term as above mentioned and covenants to pay, or cause to be paid unto the Landlord at the dates and times above mentioned the rent above reserved. If the Tenant defaults on any obligations under this lease including nonpayment of rent, the Landlord may, on written notice to the Tenant, terminate the lease and enter the premises as permitted by law and the Tenant and any other occupants shall surrender the premises to the Landlord by the date stated in the notice. If the Landlord terminates the lease, the Tenant shall pay the Landlord's expenses for enforcing the Landlord's rights under the lease and applicable law, including court costs and attorney fees, and the remaining rent for the rest of the term of the lease shall immediately become due from the Tenant to the Landlord.

Tenant's Default

(5) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at twelve (12%) percent per annum from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

**Use and
Occupancy**

(6) It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for office/retail space on the first floor and residential units on the second floor and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement, the Landlord may at his option terminate this lease forthwith and reenter and repossess the leased premises.

with reasonable dispatch, and that the rent hereby provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition; provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, ware, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if the Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may at his option terminate this lease forthwith by a written notice to the Tenant. In such case, Tenant will be entitled to receive the full value of its pro-rata share of the Landlord's insurance proceeds. The pro-rata share of the insurance proceeds will be determined by dividing the Tenant's square footage of the leased premises (as the numerator) by the total square footage of the first and second floors (as the denominator). For purposes of this agreement, the parties acknowledge that D-M Investments, LLC is leasing 4,860 square feet on the first floor and 4,770 square feet on the second floor for a total of 9,630 square feet. The City of Wyandotte has retained 3,270 square feet on the first floor and 3,270 square feet on the second floor for a total of 6,540 square feet. In the event of an insurance distribution as described above, D-M Investments, LLC's portion of the proceeds will be fifty-nine (59%) percent. $(9,630 \text{ square feet divided by } 16,170 = 59\%)$.

Tenant to Indemnify	(8) The Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of One Million (\$1,000,000.00) Dollars for damages resulting to one person and One Million (\$1,000,000.00) Dollars for damages resulting from one casualty, and One Million (\$1,000,000.00) Dollars property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due until payable upon the next ensuing rent day.
Repairs and Alterations	(9) The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.
Care of Premises	(10) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building.
Compliance with Laws	(11) The Tenant shall, at his own expense, under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.
Condition Of Premises at Time of Lease	(12) The Tenant further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.
Adjoining Premises	(13) Neither the Landlord nor the Tenant shall be responsible or liable to one another for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting from bursting, stoppage or leaking of water, gas, sewer or steam pipes.
Advertising Display	(14) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord.
Reentry	(15) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the Tenant and each and every occupant to remove and put out.
Quiet Enjoyment	(16) The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.
Expenses-Damages Re-entry	(17) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.
Remedies Not Exclusive	(18) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
Waiver	(19) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

Notices	<p>(21) Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the parties is in writing addressed to each party at the following addresses:</p> <table border="0"> <tr> <td>D-M Company c/o Joseph S. Daly 100 Maple Wyandotte, MI 48192</td><td>City of Wyandotte c/o Todd Drysdale 3200 Biddle Wyandotte, MT 48192</td><td>William R. Look, Esq. 2241 Oak Street Wyandotte MI 48192</td></tr> </table>			D-M Company c/o Joseph S. Daly 100 Maple Wyandotte, MI 48192	City of Wyandotte c/o Todd Drysdale 3200 Biddle Wyandotte, MT 48192	William R. Look, Esq. 2241 Oak Street Wyandotte MI 48192
D-M Company c/o Joseph S. Daly 100 Maple Wyandotte, MI 48192	City of Wyandotte c/o Todd Drysdale 3200 Biddle Wyandotte, MT 48192	William R. Look, Esq. 2241 Oak Street Wyandotte MI 48192				
Pronouns	(22) It is agreed that in this lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their."					
Binding on Heirs	(23) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successor, representatives and assigns.					
Prior Agreements	<p>(24) This Lease Agreement has been agreed upon due to unanticipated delays and difficulties in securing approval to divide/condominiumize and construct the area of the building under lease and referenced in the Purchase Agreement dated April 6, 2011 and Addendum to Purchase Agreement dated December 13, 2011 and closing documents executed (but not recorded) on June 29, 2012. Upon execution of this Lease agreement, Landlord acknowledges the return of (1) the original unrecorded Warranty Deed from the City of Wyandotte to D-M Investments, LLC dated June 22, 2012; (2) the original unrecorded Quit Claim Deed from JPMorgan Chase to the City of Wyandotte dated October 4, 2007; and (3) the original Buy Back Option agreement between D-M Investments and the City of Wyandotte dated June 29, 2012. In addition, Tenant acknowledges the return of (1) the original Promissory Note dated June 29, 2012 between D-M Investments, LLC and the City of Wyandotte and (2) the original Deferred Lien between D-M Investments, LLC and the City of Wyandotte dated June 29, 2012. Landlord and Tenant acknowledge that the above mentioned documents are hereby cancelled and of no effect under this Lease Agreement.</p> <p>Landlord and Tenant further acknowledge that the Assignment of Leases agreement dated June 29, 2012 shall remain in full force and effect.</p>					
Prepayment	At any time during the original or extended Term of this Lease, Tenant may prepay the entire unamortized balance of the base rent. At such time, the Tenant will be entitled to receive a Warranty Deed and Title Insurance Policy from the City for the area of the building described in Paragraph 2 above. It is understood that it is the intention of the parties that the Tenant will be entitled to purchase the Leased Premises for the sum of One (\$1.00) Dollar any time after the total rental amount of Two Hundred Thousand (\$200,000.00) Dollars is paid in full.					
Future Sale	<p>(25) Landlord and Tenant acknowledge and agree that future tax revenue from the private development and ownership of the Property is a material part of the consideration to Landlord for this Agreement and the sale of said property to Tenant. Tenant agrees that once the entire rental amount referenced in Paragraph 4 above is paid in full and title eventually is vested in the Tenant, Tenant agrees not to transfer or close on the sale of all or part of the said property to an entity that will result in the property or buildings becoming tax exempt. However, Landlord and Tenant acknowledge that Tenant may convey the property to another entity owned by one or more of the then current shareholders of the Tenant provided they are both taxable entities (i.e. D-M Investments, LLC may convey to Daly Merrin Properties, Inc.). Tenant agrees that the property will be placed on the tax rolls with the intent that the same remain on the tax rolls for a period of not less than twenty (20) years commencing with the date of the closing. The term "Owner" as used herein means any owner of the property, including Tenant's successors, transferees and assigns.</p> <p>In the event the property is removed from the tax rolls within twenty (20) years after closing on the sale to Tenant as a result of any action taken by Owner, including without limitation the sale, transfer or use of the property by Owner (except as hereinabove described), then Owner shall reimburse Landlord for an amount equal to the taxable value of the property removed from the tax roll, including the Development (or portion thereof removed from the tax roll), in the year before it is no longer taxed (the original "Base Value") times twenty (20) mills (the "Annual Amount") for each year remaining up to and including twenty (20) years from the date of closing. The amount payable to Landlord will be paid in one lump sum. The lump sum payment shall be the net present value calculated by computing the taxable value times (x) 20 mills for the year the lump sum is to be paid times (x) the number of years remaining on this obligation up to 20 years. The lump sum is due and payable on or before Owner closes on the transfer or sale of the property to the person or entity that results in the property becoming tax exempt. For example, if the property is sold to a non-taxable person or entity five (5) years after the date of closing, and the taxable value is \$50,000, then the lump sum will be computed as follows:</p> $\$50,000 \times 0.020 \text{ mills} \times 15 \text{ years} = \$15,000$ <p>This obligation shall survive each Closing and remain in effect for 20 years after each Closing with respect to the property conveyed at such Closing and shall be evidenced by a written recordable document in a form satisfactory to Landlord and Tenant (the "Tax Status Agreement"). The exact form of the Tax Status Agreement shall be mutually agreed upon between the parties prior to each Closing.</p>					
Repairs	(26) City of Wyandotte/Landlord will be solely responsible for maintenance, repair and/or replacement to the roof, East and South walls, windows, doors and fixtures of the premises. D-M Investments, LLC/Tenant will remain solely responsible for maintenance, repair and/or replacement to the West and North walls, windows, doors and fixtures of the premises.					
Real Property Taxes	(27) Throughout the Lease Term, Tenant will be responsible for its share of real property taxes attributed to the Leased Premises.					

Utility Usage

(30) It is hereby agreed that the Tenant (or the future established Condominium Association) will pay the Landlord, the City of Wyandotte, the sum of Five Hundred (\$500.00) Dollars per month for the utility usage of electric, water and gas on the First Floor and Five Hundred (\$500.00) Dollars per month for utility usage of electric, water and gas on the Second Floor from and after the date of closing. The second floor utilities shall (provided it is economically feasible for the Tenant to install) be separately metered when this area is improved and is useable. In the event it is not economically feasible for Tenant to separate utilities on the second floor, the Tenant will continue to pay the total sum of One Thousand (\$1,000.00) Dollars per month for use of first and second floor utilities of electric, gas and water.

For as long as the utilities remain unseparated, beginning at one (1) year after closing and annually each year thereafter, the rate of \$500 per month per floor for utility usage of electric, gas and water for the first and second floors shall be increased by the greater of the actual rate increases adopted by the Department of Municipal Services Commission or by two and one-half (2.5%) percent each year. However, in no event shall the utility costs exceed 150% of the initial rate throughout the first twenty-five (25) years of the contract. Thereafter, the utility costs shall not exceed 200% of the initial rate for the remainder of the life of the building. If the second floor is separately metered, these same utility rate increases and cap will remain in effect. This provision does not preclude the City from selling or transferring the City owned utilities to a third party Purchaser.

Purchaser agrees to utilize the City's utility for cable/internet service and pay the established rates.

Costs

(31) Once the lease payments have been fully satisfied and ownership is ready to be conveyed by the Landlord to the Tenant, Tenant will pay all costs including filing fees and legal costs necessary to draft and file the condominium documents. The condominium documents will be subject to approval by both Parties. Tenant shall have exclusive use of 1 parking space per each residential unit plus one additional guest space for every third unit constructed and occupied not to exceed ten (10) spaces all of which will be located at the northerly end of the City's municipal parking lot located behind the building or some alternative space in the vicinity at Landlord's discretion. Landlord and Tenant will execute a license agreement with a total fee of One Hundred (\$100.00) Dollars per month for the exclusive use of the above-referenced spaces. Tenant will pay a pro-rated share for resurfacing, sealing and other maintenance not described as a part of Landlord's maintenance. Landlord's maintenance will include sweeping, salting, snow plowing and grass cutting of the parking area and sidewalks.

Right of First Refusal

(32) If the City of Wyandotte/Landlord chooses to sell its portion of the building at any time in the future, the parties agree that D-M Investments, LLC/Tenant or its successor shall be given the Right of First Refusal to purchase the portion of the building retained by the City of Wyandotte/Landlord. Specifically, Tenant shall have sixty (60) days from the time it receives written notice from the Landlord to match any offer accepted by the Landlord and to close on the property.

Preservation

(33) Tenant acknowledges that it is the intent of the Landlord to protect, preserve and retain the historic exterior appearance of the structure as close as possible, and to prohibit any modifications that are inconsistent and incompatible with its historic appearance.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

WITNESSED BY:

CITY OF WYANDOTTE
A Michigan Municipal corporation

By: _____
Joseph R. Peterson, Its Mayor

By: _____
William R. Griggs, Its City Clerk

D-M INVESTMENTS, L.L.C., d/b/a
D-M COMPANY

By: _____
Joseph S. Dafy, Manager

Exhibit A

Roebuck Residential, LLC.

100 Maple Street, Wyandotte MI 48192

March 24, 2015

Mr. Mark Kowalewski
City of Wyandotte, City Engineer
3200 Biddle Ave.
Wyandotte, MI 48192

Re: Request to relocate/reassign parking spaces from the Riverwalk Apartment project (3001 Biddle Ave.) to the Roebuck Residential project (3063 Biddle Ave.).

Project: Roebuck Residential
3063 Biddle Ave.
Wyandotte, Michigan

Dear Mark,

In regards to the off street parking for our Roebuck Residential project (3063 Biddle) we request your approval for the reassignment of eight of the ten parking spaces from our Riverwalk Apartment project (3001 Biddle Ave.) to the Roebuck Residential project.

As you know, the Riverwalk Apartment project at 3001 Biddle was originally designed for (5) five apartments and was assigned (10) ten off street parking spaces within the City's public parking lot located directly behind that building. If (8) eight of these 3001 Biddle parking spaces were to be relocated to the City's public parking lot located directly behind 3101 Biddle (Wyandotte Optical) it would enhance the Roebuck Residential project and substantially reduce the burden on the City lot behind White Furniture.

Please see the attached diagram which shows the two project locations and the parking associated with each. The 'blue' arrow on the diagram illustrates where we would like to relocate/reassign the parking spaces in question.

If you need additional information or have any questions/comments please feel free to contact me.

Thank you,



Wayne Dutton
Roebuck Residential, LLC
734-282-2529

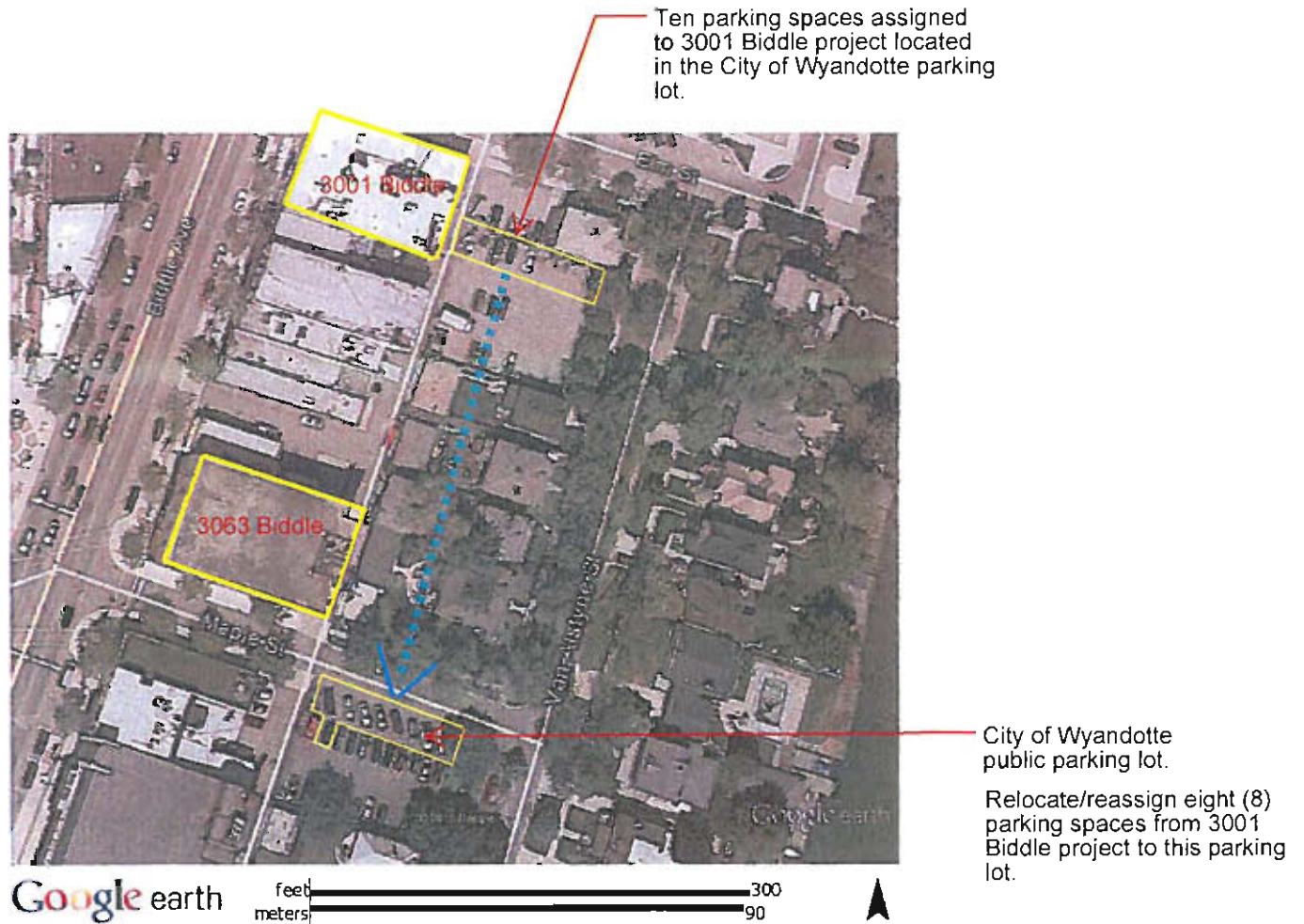
Exhibit A

Roebuck Residential, LLC

100 Maple Street, Wyandotte MI 48192

Re: Request to relocate/reassign parking spaces from the Riverwalk Apartment project located at 3001 Biddle Avenue to the Roebuck Residential project located at 3063 Biddle Avenue.

Date: 3-24-15



MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: June 1, 2015

RESOLUTION by Councilperson _____

BE IT RESOLVED by the City Council that the communication from the City Engineering relative to the Amendment to the Lease at 3003-3005 Biddle Avenue, Wyandotte is received and placed on file; AND

BE IT RESOLVED that Council authorizes the Mayor and City Clerk to execute the Amendment to the Lease with D-M Investment, LLC, d/b/a/ D-M Company for the property at 3003-3005 Biddle Avenue; AND

FURTHER, that signage will be placed at the City Parking Lot No. 3 for the allocation of eight (8) parking spaces for the tenants at 3063 Biddle Avenue when Certificate of Occupancies are approved.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

(15)

MEETING DATE: June 1, 2015

AGENDA ITEM #

ITEM: Close Alley between Eureka Service Drive and Orange Street East of 11th Street

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 5-26-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City has received complaints regarding speeding cars, noise and dust in the alley between Eureka Service Drive and Orange Street east of 11th Street. In similar situations City Council has approved placing a barricade in the alley and closing the alley to thru traffic.

STRATEGIC PLAN/GOALS: This meets the Goals and Objectives of the City by fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Determine that closure of the public alley is a necessary and beneficial public improvement and adopt the prepared resolution.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The alley closure will have no budget implications.

IMPLEMENTATION PLAN: The residents on north side of Orange Street and Eureka Service Drive east of 11th Street will be notified that trash collection will be moved to the Street. The Department of Public Service install the barricade at the extended east property line of 1033 Eureka and place alley closed signs at the two (2) entrances to the alley.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Dwydale*

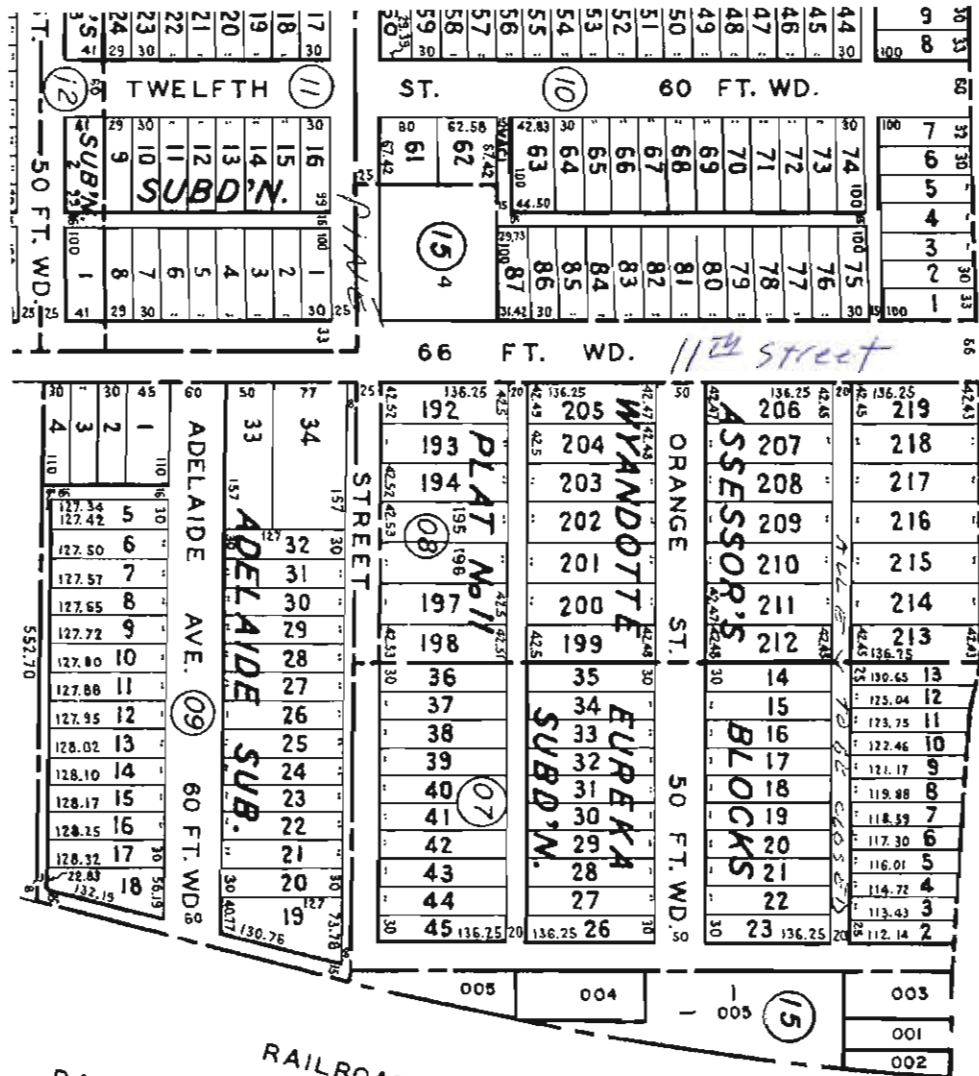
LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Map of Area

EUREKA



RAILROAD
RAILROAD
OF EUREKA IRON CO

261

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 1, 2015

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Mayor and City Council concurs with the recommendation of the City Engineer to close the alley between Eureka Service Drive and Orange Street east of 11th Street; AND

BE IT RESOLVED that the Engineering Department will notify the residents abutting the alley that the trash collection will be moved to the street; AND

BE IT FURTHER RESOLVED that the Department of Public Service is authorized to place a barricade in the alley at the extended east property line of 1033 Eureka and place signage at the two (2) entrances that the alley is closed.

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: June 1, 2015

AGENDA ITEM # 16

ITEM: Amendments to the City of Wyandotte Zoning Ordinance B-1 Zoning District

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 5-27-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Enclosed amendment to the Zoning Ordinance to the B-1 District was referred back to the City Engineer for additional information. Currently, Business Schools or Private Schools operated for profit are allowed in the Central Business District (CBD) and not the Neighborhood Business District (B-1). This zoning change would allow these uses in the B-1 District.

In regards to the City Council Resolution, Questions 1 thru 4, the following applies:

- Q1. No. of parcels affected by the proposed rezoning. A1. See attached map identifying the areas of the City Zoned B-1.
- Q2. Include copy of the Zoning Map. A2. Copy of the Zoning Map enclosed.
- Q3. Identify what the Master Plan includes for the affected area. A3. Copy of the Master Plan enclosed.
- Q4. No. of applications submitted to the City. A4. There have been two (2) applications submitted to the City that would be affected by this change.

STRATEGIC PLAN/GOALS: This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that development will have a positive impact on surrounding areas and neighborhoods.

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:

Shaydel

LEGAL COUNSEL'S RECOMMENDATION:

W Fork

MAYOR'S RECOMMENDATION:

Joseph R Peterson

LIST OF ATTACHMENTS: Zoning Map with B-1 highlighted, Zoning Map, Master Plan Map, and Zoning Amendment

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

May 19, 2015

RESOLUTION

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

By Councilwoman Sheri M. Fricke
Supported by Councilman Daniel E. Galeski

RESOLVED by the 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 be resubmitted to the City Council by the City Engineer to include the following additional information:

1. Number of parcels affected by the proposed rezoning
2. Include copy of zoning map showing the areas within the City that would be affected by the proposed rezoning
3. Identify what the master plan includes for the affected areas.
4. Number of applications that have been submitted to the city that would be affected by the change.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda

NAYS: Councilmember: Schultz

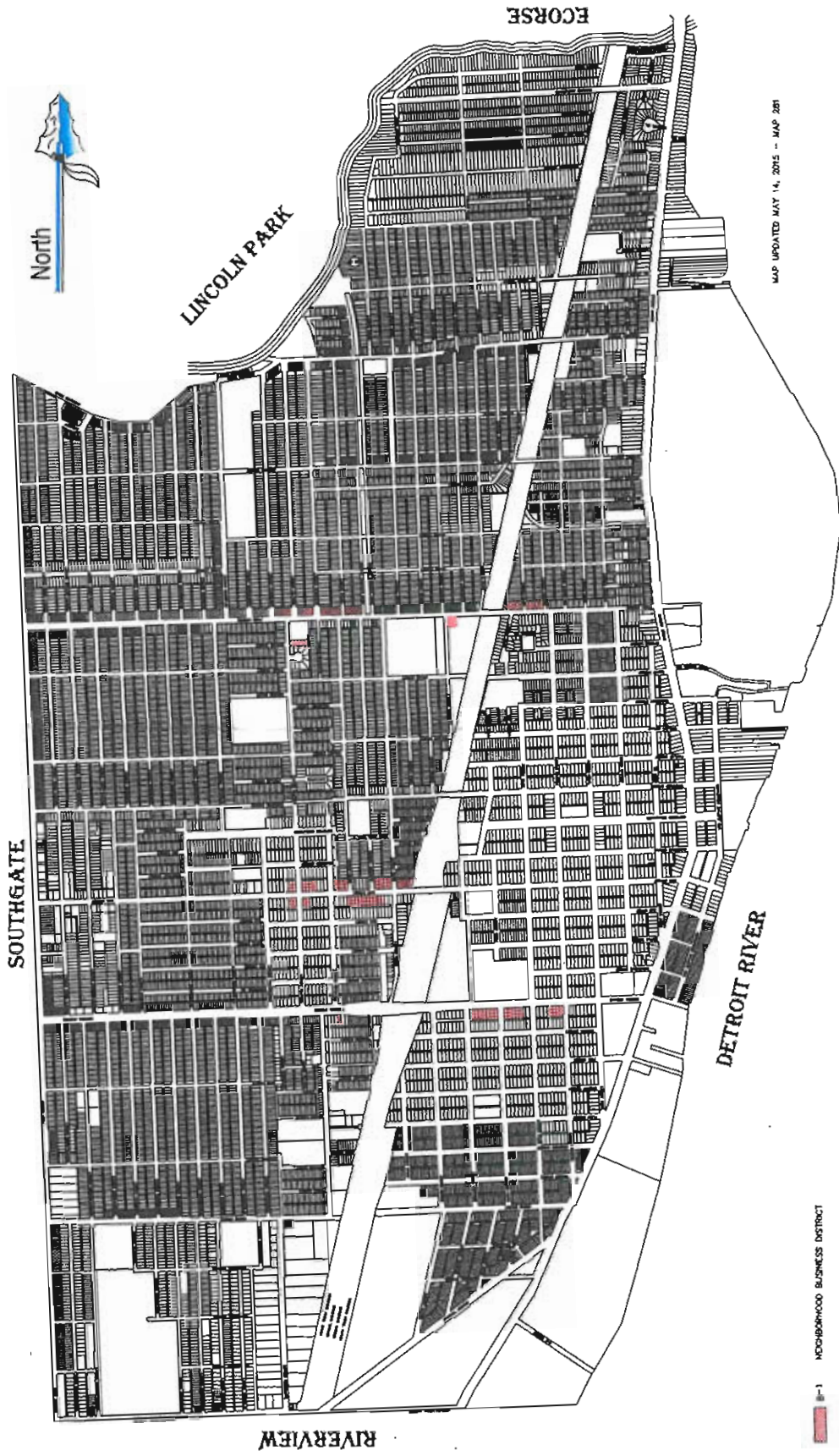
RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on May 18, 2015.

William R. Griggs
William R. Griggs
City Clerk

CC: Planning Commission

City of Wyandotte Zoning Map



City of Wyandotte Zoning Map

SOUTHGATE



LINCOLN PARK

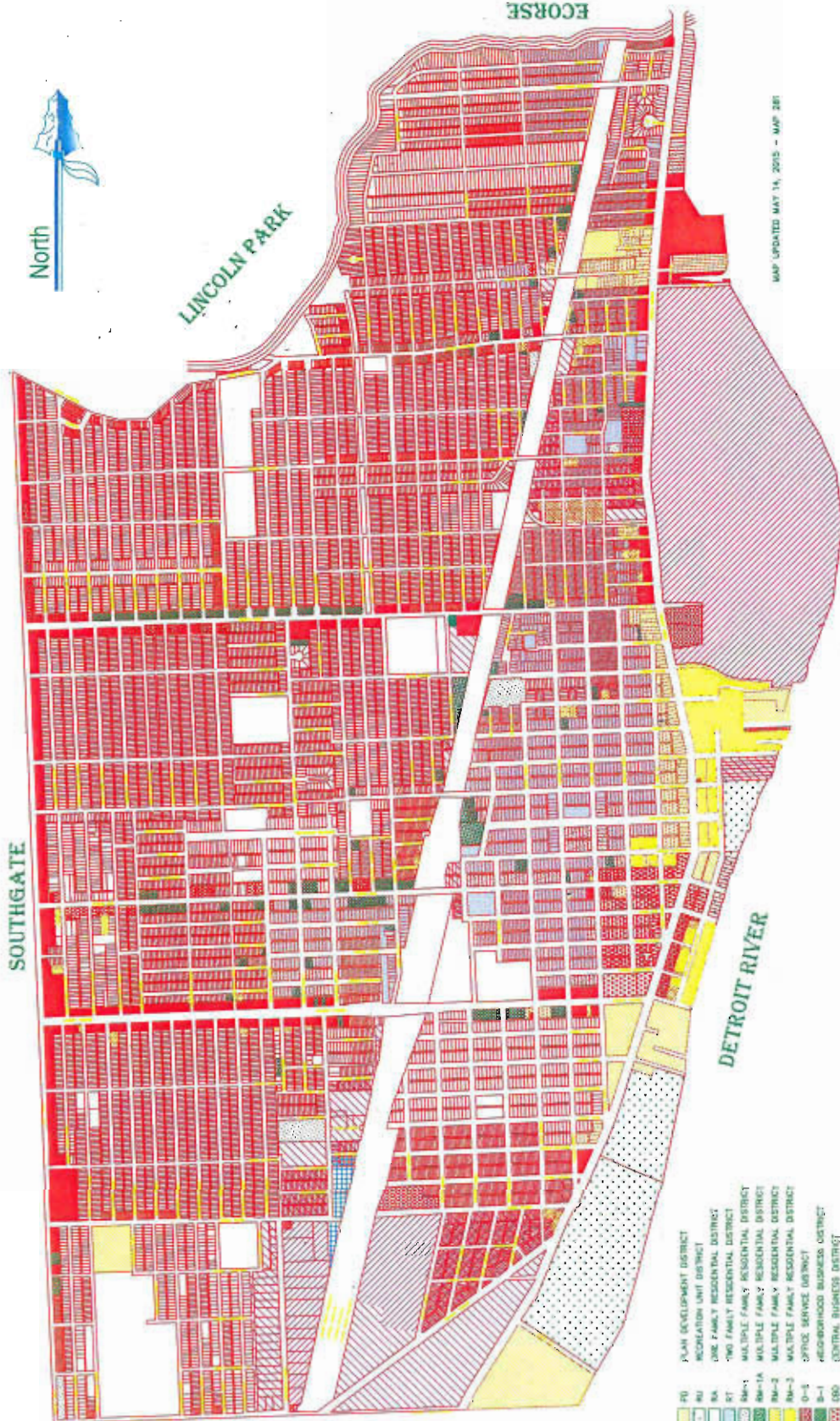
ECORSE

DETROIT RIVER

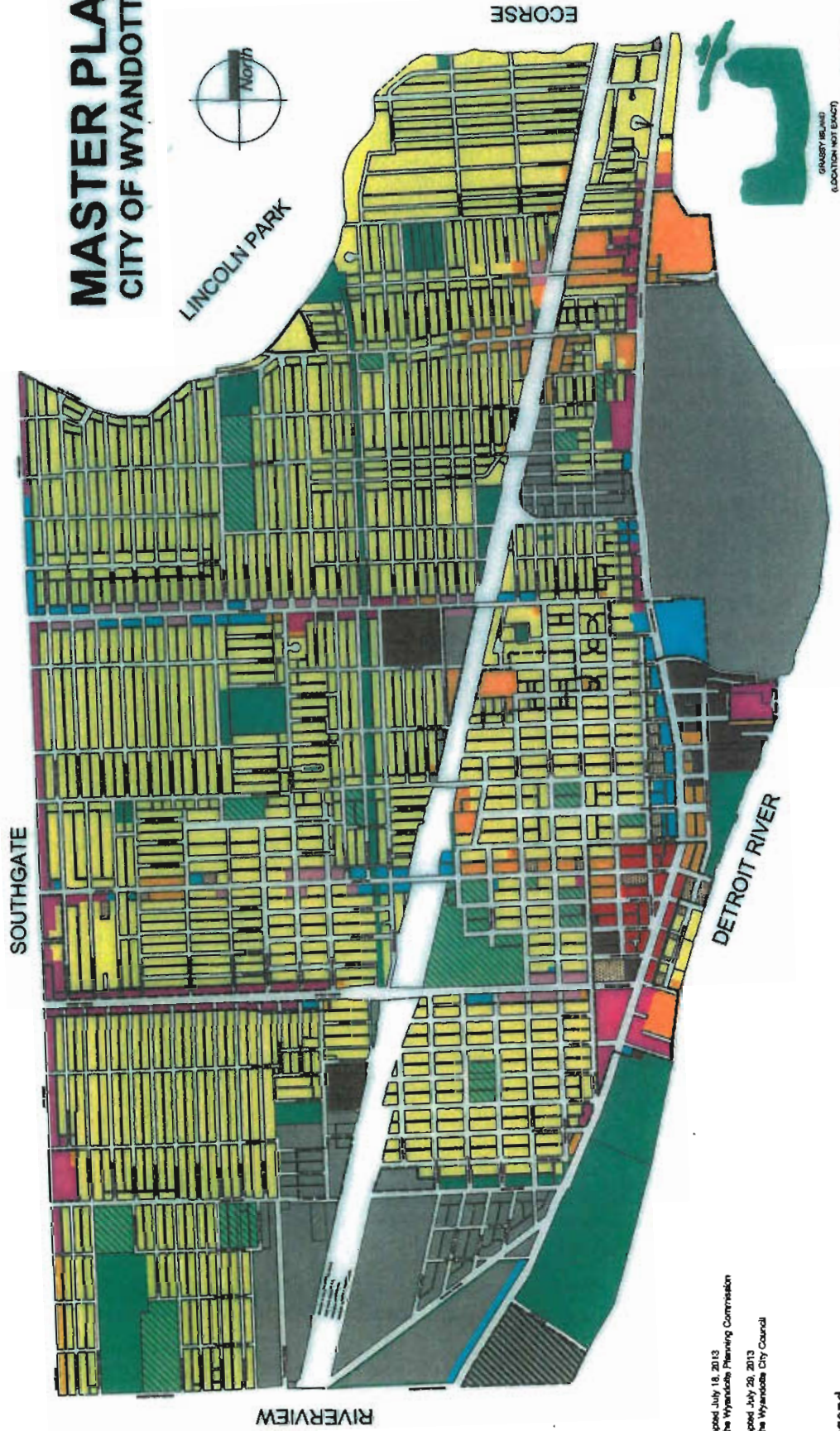
RIVERVIEW

MAP UPDATED MAY 14, 2015 - MAP 281

- PD PLANNED DEVELOPMENT DISTRICT
- RU RECREATION UNIT DISTRICT
- RA ONE FAMILY RESIDENTIAL DISTRICT
- RT TWO FAMILY RESIDENTIAL DISTRICT
- Rm-1 MULTIPLE FAMILY RESIDENTIAL DISTRICT
- Rm-2 MULTIPLE FAMILY RESIDENTIAL DISTRICT
- Rm-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT
- OS OFFICE SERVICE DISTRICT
- B-1 NEIGHBORHOOD BUSINESS DISTRICT
- B-2 CENTRAL BUSINESS DISTRICT
- B-3 GENERAL BUSINESS DISTRICT
- I-1 INDUSTRIAL DISTRICT
- I-2 INDUSTRIAL DISTRICT
- I-3 INDUSTRIAL DISTRICT
- P-1 VEHICULAR PARKING DISTRICT



MASTER PLAN CITY OF WYANDOTTE



CHAIRMAN'S SEAL
(LOCATION NOT EXACT)

Adopted July 18, 2013
by the Wyandotte Planning Commission
Adopted July 20, 2013
by the Wyandotte City Council

Legend

- LOW DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- SCHOOLS
- PARKS & RECREATION
- PUBLIC & QUARTERLY
- OFFICE
- INDUSTRIAL RESEARCH OFFICE

- NEIGHBORHOOD BUSINESS
- GENERAL BUSINESS
- CENTRAL BUSINESS
- SHOPPING
- RECREATION
- PLANNED DEVELOPMENT

- Mayor and Council Members**
- Joseph R. Peterson (Mayor)
 - Lawrence B. Slat (Mayor pro tempore)
 - Leonard T. Slat
 - Shirley M. Peterson
 - Donald Slat
 - Tim M. Slat

- Planning Commission Members**
- Elizabeth Kinnel (Chair)
 - David Adams
 - Robert Berman
 - Robert Berman
 - Charles Lugo
 - Raymond Pappas
 - Stanley Pappas
 - Lawrence Peterson

Planning Consultant
Beckett & Raeder
Planning & Engineering
10000 E. 10th Ave.
Suite 100
Wyandotte, MI 48196

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: June 1, 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 XII – B-1 Neighborhood Business District is 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 _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

NAYS

