



# **AGENDA**

REGULAR SESSION

MONDAY, AUGUST 8, 2016 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE KEVIN VANBOXELL

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **MINUTES**

## **UNFINISHED BUSINESS**

1. Purchase Agreement – 1515 Maple
2. Purchase Agreement – Former McKinley School Site, 640 Plum

## **COMMUNICATIONS MISCELLANEOUS**

3. Wyandotte Jaycees – 40 Years of Service Celebration & Beautiful Babies Contest Results
4. Henry Ford Wyandotte Hospital – WPD Appreciation Letter
5. Bev Brewer – DPS Appreciation Letter
6. Joan Msouti - Property Use Request, 4<sup>th</sup> and Spruce
7. Eula Grooms – Property Tax Abeyance Request, Former St. Helena's

## **PERSONS IN THE AUDIENCE**

## **NEW BUSINESS (ELECTED OFFICIALS)**

## **COMMUNICATION FROM CITY AND OTHER OFFICIALS**

8. Appointment to Planning Commission – John “Jay” Sarnacki
9. Appointment to Building Code Board of Appeals
10. Charter Amendments – Purchasing and Publishing
11. Purchase of Cargo Van – Municipal Services, Water Department
12. Special Events:
  - a. Blitzen the Dotte, Wyandotte Boat Club
  - b. New Destiny Church Event
  - c. Hayride Event, Wyandotte Yacht Club
  - d. RHS Downriver Fanfare
  - e. Music in the Park 2016
  - f. Our Lady of the Scapular 2016 Polish Festival
  - g. Detroit River Taco Hop, Whiskeys on the Water
13. Camera Purchase for Sewer Inspection – DPS
14. Riding Lawn Mower Purchase – DPS
15. Outdoor Café Request – Dotte Pub, 116 Oak
16. Zoning Ordinance Amendment – Outdoor Cafés, Review and Scheduling of First Reading
17. Rezoning of Property – 810 Chestnut
18. Home Repair Contract – 2769 22<sup>nd</sup>
19. Alley Vacation Proposal – West of 7<sup>th</sup> St. & South of Oak St.
20. Alley Vacation Proposal – South of St. John's and West of 4<sup>th</sup> St. (East 100')
21. Railing Stabilizers for Nodes at BASF Park

22. Pine Street Resurfacing Contract
23. Extension of Contract – United Resources, Cleaning & Televising Sanitary & Storm Sewers
24. Antenna Site License Agreement – New Cingular Wireless PCS, 1077 Grove
25. Wayne Co. Annual Permit – Maintenance, Pavement, & Special Events in County Right-of-Way
26. Wayne County Tax Reverted Properties Purchase
27. Medical Marijuana Facilities

### **REPORTS & MINUTES**

City Council	July 18, 2016
Daily Cash Receipts	August 2, 2016
Beautification Commission	June 8, 2016
Board of Review	July 2016
Design Review Committee	July 5, 2016
Plumbing Board of Appeals	July 20, 2016
Police Commission	July 12, 2016
Recreation Commission	July 12, 2016
Zoning Board of Appeals	July 20, 2016

### **BILLS & ACCOUNTS**

### **CITIZENS PARTICIPATION**

### **RECESS & RECONVENE**

### **HEARING**

- 2016 City Tax Rates to Support 2017 Fiscal Year Operations

### **RESOLUTIONS**

### **ADJOURNMENT**

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

**August 8, 2016**

MEETING DATE: ~~July 28, 2016~~

AGENDA ITEM # **1**

**ITEM:** Purchase Agreement to sell City owned properties known as former 1515 Maple

**PRESENTER:** Mark A. Kowalewski, City Engineer and Thomas Woodruff, City Assessor

**BACKGROUND:** All properties were offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home. They were also placed on the MLS and "for sale" sign was placed on the property. The recommendation is to sell said property to Derek Johnson for the construction of a single family homes consisting of approximately 1,200 square feet, 3 bedrooms, 2 baths, full basement and attached garage. The exterior will be vinyl siding with brick on the front elevation.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in continuing efforts to enhancing the community's quality of life by: fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas; ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods; fostering the maintenance and development of stable and vibrant neighborhoods.

**ACTION REQUESTED:** Adopt a resolution concurring with recommendation

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** Execute Purchase Agreements and close on properties.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shayda*

**LEGAL COUNSEL'S RECOMMENDATION:** Purchase Agreement Approved by Legal.

**MAYOR'S RECOMMENDATION:** *MRP*

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

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: August 8, 2016

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 1515 Maple is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 1515 Maple to Derek Johnson and Craig Johnson for the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser, Derek Johnson and Craig Johnson does not undertake development within six (6) months from time of closing and complete construction within one (1) year will results in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A condition will be placed on the Deed that will include this contingency; NOW THEREFORE,

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 1515 Maple, between Derek Johnson and the City of Wyandotte for \$10,000 as presented to Council on July 25, 2016.

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	_____
_____	VanBoxell	_____



**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  
FAX (734) 285-4160

Richard W. Look  
(1912-1993)

**PURCHASE AGREEMENT**

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

Lots 141 and 142 of the Steel Plant Subdivision, according to the plat thereof, as recorded in Liber 18 of Plats, Page 53  
Wayne County Records being known as the former 1515 Maple now known as 1517 Maple Street, and to pay therefore the  
sum of Ten Thousand Dollars & 00/100 (\$10,000.00) Dollars, subject to the existing building and use restrictions, easements, and  
zoning ordinances, if any, upon the following conditions;

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

<b>PROMISSORY/ MORTGAGE SALE</b>	1. The Purchase Price of <u>\$10,000 plus closing costs to be determined at closing</u> shall be paid to the Seller when the above described property is sold, refinanced, transferred in any manner, conveyed or otherwise disposed of by the Purchaser within ten (10) years of closing as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property. Purchaser is responsible to pay for the recording costs of the mortgage and discharge of mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. Should this property be foreclosed on by any Financial or County Entity, during the ten (10) year period this property shall be returned to the Seller.
<b>Evidence of Title</b>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
<b>Time of Closing</b>	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close. 4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<b>Purchaser's Default</b>	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.
<b>Seller's Default</b>	
<b>Title Objections</b>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____ If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY she sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
<b>Taxes and Prorated Items</b>	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. <b>Due dates are August 1 and December 1.</b>
<b>Broker's Authorization</b>	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

	9. The Broker is hereby authorized to make this offer and the deposit of <u>N/A</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.
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11. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

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

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

IN PRESENCE OF:

\_\_\_\_\_  
L. S.  
Purchaser

\_\_\_\_\_  
L. S.  
Purchaser

\_\_\_\_\_  
Address \_\_\_\_\_

Dated \_\_\_\_\_ Phone: \_\_\_\_\_

#### BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address \_\_\_\_\_  
Broker

Phone \_\_\_\_\_ By: \_\_\_\_\_

This is a co-operative sale on a \_\_\_\_\_ basis with \_\_\_\_\_

#### ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

IN PRESENCE OF:

\_\_\_\_\_  
L. S.  
Seller

\_\_\_\_\_  
L. S.  
Seller

\_\_\_\_\_  
Address \_\_\_\_\_

Dated: \_\_\_\_\_ Phone \_\_\_\_\_

#### PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated \_\_\_\_\_  
L. S.  
Purchaser

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

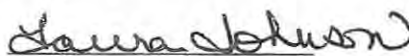


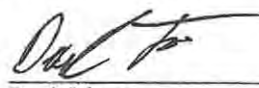
ADDENDUM TO  
OFFER TO PURCHASE REAL ESTATE

This Agreement is contingent upon the following:

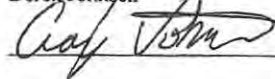
12. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of a single family home, consisting the following features:
  - Approximately 1,200 square feet as indicated on Attachment A
  - Full Basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2015 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
  - Exterior to be vinyl siding with brick on the front elevation.
  - Attached garage. NOTE: Garage will not extend past the living portion of the home as indicated on Attachment A.
13. The Purchasers will be purchasing this property for \$10,000 which will be placed as a mortgage on the property payable if the property is sold or transferred in any manner within ten (10) years of the date of closing date. Should the property sell or is transferred in any manner before the ten (10) years have expired the entire purchase price plus all closing cost will be due immediately upon sale or transfer to the City of Wyandotte. The mortgage will be executed at time of closing.
14. If the home has a unit installed with energy savings systems such as solar systems capable of supplying 1kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water then the City will reduce the balance of the promissory note by \$2,000.
15. This Agreement is further contingent upon the Purchaser undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the commencement of the building construction with a Building Permit being issued by the Engineering and Building Department for the construction of the home as described in Paragraph 12 above. Failure to undertake development or complete construction within the above time period will result in Seller's right to repurchase property including any improvements for \$1.00, this will be a condition of the Deed.
16. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
17. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee which will be added to the mortgage at time of closing. These charges will be including into the mortgage.
18. Dirt shall be removed from the site at the Purchaser's expense.
19. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
20. This Agreement is subject to the approval of the Wyandotte City Council.







Derek Johnson Purchaser



Purchaser

Dated: 8/4/2016

CITY OF WYANDOTTE, Seller

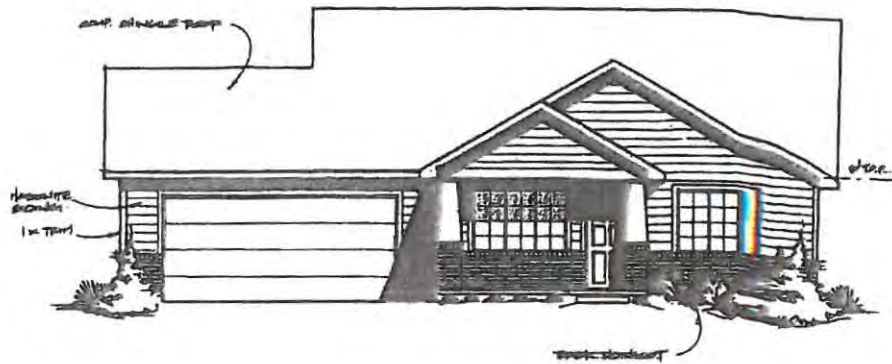
\_\_\_\_\_  
Joseph R. Peterson, Mayor

\_\_\_\_\_  
Lawrence S. Stec, City Clerk  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

Dated: \_\_\_\_\_

Legal Department Approval \_\_\_\_\_

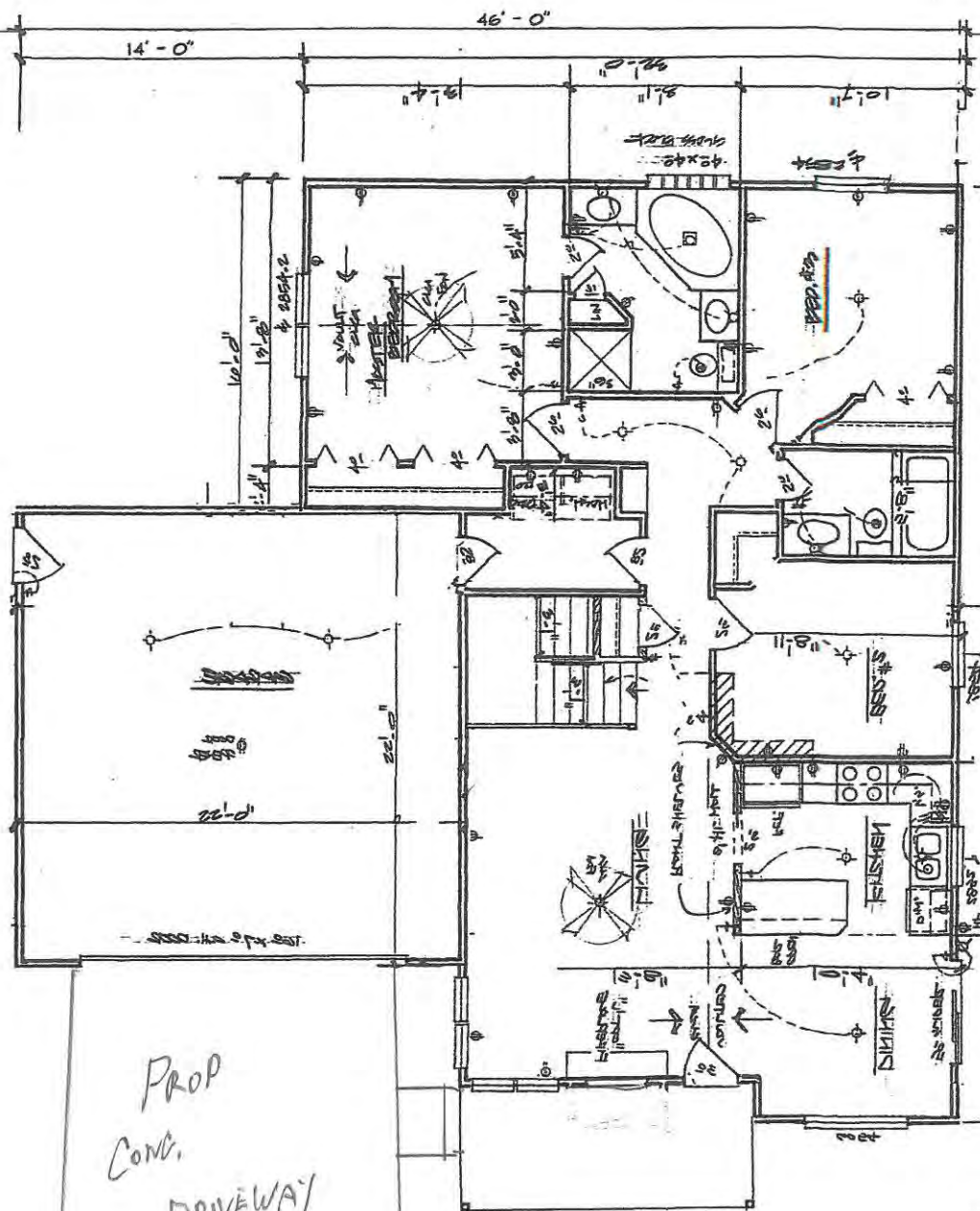
UNFINISHED BUSINESS S  
FORMER 1515 MAPLE ELEVATION



FRONT ELEVATION *1/2" = 1'-0"*

3

ATTACHMENT A



PROP  
CONC.  
DRIVEWAY

1200  
SQ FT

5' SIDEWALK

1515 MAPLE ST.



Build a **FUTURE**  
in *Wyandotte*

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

Department of Engineering and Building  
City of Wyandotte, Michigan

Mark A. Kowalewski,  
City Engineer

## INSTRUCTIONS AND CONDITIONS

### Delivery

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

### Separate Proposals

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

### Expeditious Agreement

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

### Terms of Sale

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

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

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

### As Is Condition

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

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

### Title Insurance

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

### Taxes and Prorated Items

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

### Neighborhood Enterprise Zones (NEZ)

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

Home valued at \$200,000 without the tax abatement using 2006 Homestead Tax Rate:  
Taxable Value for land and house \$100,000 x 48 mills = \$4,800.00

Home valued at \$200,000 with the tax abatement using 2006 Homestead Tax Rate:  
Taxable Value for land \$10,000 x 48 mills = \$480.00  
Taxable Value for home \$90,000 x 16.86 mills = \$1,500.00  
This is a yearly savings of \$2,820.00

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

### Closing Fee

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

### Subdivision Precluded

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

### Dirt Removal

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

### Subject to Easement

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



### Building Permit Prior to Closing

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

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

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

### Timely Development

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

### Guideline Price Not Binding

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

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

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

### Reservation

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



## REQUIREMENTS

### Sales Price

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

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

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

### Disclosure and Anti-Collusion

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

### Deposit

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

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

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

### Evaluation

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

### Equalization Factor

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

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

Proof of residency will be required upon request.



## BUILDING REQUIREMENTS

### Harmony with Adjoining Residential Properties

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

### Building Features

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

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

### Suggested Minimum Features

#### One Story Building Minimum Features:

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

#### Two Story Building Minimum Features:

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

#### Corner Lots:

- a. Wrap around porches

## BUILDING REQUIREMENTS

### Required Feature

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

### Standards

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

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

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

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





**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2016

AGENDA ITEM # **2**

**ITEM:** Former McKinley School at 640 Plum Street Purchase Agreement

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

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer; William Look, City Attorney; Giuseppe DiSanto, Coachlight Properties, LLC

**BACKGROUND:** The City Council authorized the City Engineer and City Attorney to renegotiate the McKinley School Purchase Agreement with the preferred Developer, Coachlight Properties. Council Members were invited to participate in the discussions and to offer their insights or recommendations to renegotiate the Purchase Agreement. Councilperson Sheri Fricke requested a meeting without the developer to identify concerns with the current Purchase Agreement. Mayor Joseph Peterson, Councilperson Sheri Fricke, City Attorney, William Look, and City Engineer, Mark Kowalewski met to review Councilperson Fricke's concerns. Attached is a summary of those discussions.

Mark Kowalewski and Mayor Joseph Peterson then met with Coachlight Properties to discuss the above concerns. Attached is their response.

**STRATEGIC PLAN/GOALS:** We are committed to maintaining and developing excellent neighborhoods by utilizing vacant school properties and other space to add age-appropriate public amenities to residential areas and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructure in residential areas.

**ACTION REQUESTED:** Agree that the Purchase Agreement will permit sixty (60) units within the existing building and a two (2) story addition.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Future maintenance costs to school building avoided and additional revenue received by the City.

**IMPLEMENTATION PLAN:** Finalize negotiations of Purchase Agreement and schedule public hearing prior to voting on Purchase Agreement to hear concerns identified in Letter of Intent.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:** May 23, 2016, letter by Councilmen Leonard Sabuda; Council Resolution of May 23, 2016; Summary of Concerns at June 24, 2016, meeting; July 1, 2016, letter from Developer, Proposed Agreement for Purchase and Sale of McKinley School.

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: July 25, 2016

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED BY THE MAYOR AND COUNCIL the proposed Purchase Agreement with Coachlight Properties, McKinley School Site, 640 Plum is to include sixty (60) units within the existing building and a two (2) story addition. Further, the City Engineer and City Attorney are to conclude negotiations with Coachlight Properties to include concerns discussed on June 24, 2016, and include a public hearing with Coachlight Properties presenting information included in the Letter of Intent prior to voting on the Amended Purchase Agreement.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

YEAS

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COUNCIL

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

NAYS

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## OFFICIALS

Thomas Woodruff  
CITY ASSESSOR

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
TREASURER



MAYOR  
Joseph R. Peterson

COUNCIL  
Sheri M. Sutherby-Fricke  
Daniel E. Galeski  
Tadeusz Miciura Jr.  
Leonard T. Sabuda  
Donald Schultz Jr.  
Kevin VanBoxell

May 23, 2016

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

Gentlemen and Madam:

This correspondence serves to encourage the members of City Council to continue negotiations with Coachlight Investments relative to the possible redevelopment of the McKinley School site. Note that two of the three dissenting votes on this issue were members of the Council in 2012 when the City obtained possession of the McKinley School building through a property exchange with the school district and both voted affirmatively to consummate the exchange. While it appears that there is some issues as to why the proposed project is unacceptable to three council members, all of the reasons for this opposition remains a bit of a mystery. In my opinion, one councilmember characterizes a 55 and older independent senior living center as “rental apartments” which have historically had a negative connotation within the City. Another councilmember has an issue with the lack of a significant purchase price at the closing of the project. The last councilmember has never disclosed the reason for the lack of support for the project. I would like to provide my perspective on the project including these facts:

1. The School District made the decision to close McKinley School due to a lack of enrollment in the District and to address the financial impact of an excess of facility capacity. This occurred in 2009.
2. The School District attempted to market the resale of the building for over three years. The most detailed discussions being to locate a senior center on the property. The School District could not reach an agreement for the sale of the building.
3. The City and the School District consummated a property swap in December of 2012. The City obtained the McKinley School property while the School District obtained the Memorial pool, the former Maverick Saloon, and a lot adjacent to Taft School. The primary reason for this property swap was to allow the City to use its expertise in redeveloping property for the McKinley site while also getting the blighted exterior of Memorial Pool fixed which was difficult for the City due to the fact that the facility was located outside our TIFA District.
4. The City sent out a Request for Proposals in 2013 and received only two responses by the deadline in November of 2013. Both respondents proposed a senior living center at the site.
5. In February of 2014, the City's administration recommended Coachlight Properties as the preferred developer. A main consideration for this recommendation was based on the fact that the development was to be privately-owned with no governmental subsidy or involvement that was required to pay real property taxes – not a payment in lieu of tax.

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May 23, 2016

Page 2

McKinley School Agreement Request

6. After receiving the original proposal from the developer, a community meeting was held at the Copeland Center on September 24, 2014. A subsequent community meeting was held on April 22, 2015. As a result of this public input, many changes have been made to the proposed development including decreased density, more parking per unit, preservation of the existing school building, and requirements for complementary architectural features for the new part of the project.
7. In December of 2015, the City Council directed the City Engineer and City Attorney to bring back a completed purchase agreement to the City Council. This purchase agreement was presented on April 23, 2016, another special meeting of the Council was held on May 5, 2016, and the purchase agreement was not approved due to a deadlocked City Council on May 16, 2016.

Lastly, to remove the deadlock, I would ask this council to support my request to have the City Engineer and City Attorney renegotiate the purchase agreement for the sale of the McKinley School property. This project is too important to our City to be unresolved.

Thank you,



Leonard Sabuda  
Councilman

**CITY OF WYANDOTTE, MICHIGAN**  
**CERTIFIED RESOLUTION**  
**2016-247**

REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN, HELD IN THE COUNCIL CHAMBERS, OF THE MUNICIPAL BUILDING.

UNDER THE DATE OF: May 23, 2016

MOVED BY: Councilperson VanBoxell


SUPPORTED BY: Councilperson Schultz

BE IT RESOLVED that the City Engineer and City Attorney are authorized to renegotiate the McKinley School purchase agreement with the preferred developer, Coachlight Properties; AND BE IT FURTHER RESOLVED, that council members are invited to participate in the discussion and to offer their insight and recommendations to renegotiate the purchase agreement and return it to Council for final approval.

Motion carried.

NAYS: Councilpersons Galeski, Miciura

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on May 23, 2016 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.

  
\_\_\_\_\_  
Lawrence S. Stec  
City Clerk



## MCKINLEY SCHOOL PURCHASE AGREEMENT

### SUMMARY OF CONCERNS RAISED BY SHEIR FRICKE AT MEETING OF JUNE 24, 2016

Person in Attendance: Mayor Joseph Peterson  
Councilperson Sheri Fricke  
City Attorney William Look  
City Engineer Mark Kowalewski

Concern: Need additional language to fully address older persons act (Federal Act). Act allows restrictions for ages 55 and older. Act indicates 80% of tenants at least 55 years or older and we are requiring 100% to be 55 years or older. Rules are issued by HUD and properties have surveys every two (2) years by owner.

Response: Bill Look would include specifics on how to change Agreement to be presented to Developer.

Concern: Letter of Intent indicates in Paragraph 3b to "provide to the City a detailed explanation of the financing for this project".

Response: Request Developer to present this information before Council meeting to consider revised Purchase Agreement.

Concern: Hold Harmless, Indemnification, acknowledges receipt of City's Phase I Report.

Response: Utilize similar language (Article 11 of 13) from City's Purchase Agreement with school to be presented to Developer.

Concern: Paragraph 4 satisfactory title objections.

Response: Discuss language with Developer.

Concern: Paragraphs 6a, 6b, 6c, 6d and 6e provides up to 240 days to close. Paragraph 3 change to 90 days from 120 days. Paragraph 6e change to 210 days from 240 days. Change deposit of \$10,000 to non-refundable.

Response: Discuss language with Developer.

Concern: Paragraph 6 is very unclear.

Response: Discuss rewording Paragraph with Developer.

Concern: \$10,000 deposit to be non-refundable because of noncompliance of provisions of buyers. Further, discussion needs to be had about terms of default of deposit such as financing.

Response: Discuss further with City Representatives and then discuss language with Developer.

Concern: Question regarding Paragraph 9.

Response: Explanation provided. No further action needed.

Concern: Paragraph 10, change to in no event shall closing occur later than 210 days.

Response: Discuss language with Developer.

Concern: Paragraph 14, taxes based on income that comes in from rentals, senior units at lower rent of \$400-\$500 per unit. Seller to pay for an appraisal after plans thru approval process then this is baseline of future value.

Response: This concern appears to deviate from City assessment process (example: payment in Lieu of taxes) and would need much further review before considering language changes to Agreement.

Concern: Paragraph 16f, Agree with keeping park in place.

Response: No further action needed.

Concern: Paragraph 21, City holds \$10,000 deposit not escrow agent.

Response: Discuss language with Developer.

Concern: Paragraph 3.5 remove "intended".

Response: Paragraph to be rewritten and then discuss language with Developer.

Concern: Paragraph 35.F questions regarding Exhibit.

Response: Explanation provided. No Further action needed.

Concern: Fair Housing Compliance, Management Company to be identified prior to closing. How do they manage complaints? Suggestion of Co-Op Board with person from neighborhood on Board.

Response: Discuss concern with Developer.

Concern: Letter of Intent language in Paragraph 3a and 3b.

Response: Request Developer to present this information before Council Meeting to consider revised Purchase Agreement.

Concern: First Right of Refusal to repurchase (60 days). May not exercise this option.

Response: Discuss including new language with Developer.

Concern: Deed restriction regarding 55 years and older.

Response: This is a very valid restriction as stated by City Attorney.

Concern: Lien for reimbursement if property sold to non-profit.

Response: This is the best language City could find. This type of provision has not been tested in the Courts.



Concern: Purchase Price \$100,001. Only redevelop existing building and no addition. Allow building of smaller ranch cottage houses similar to Oak Creek Community.

Response: Discuss project change with Developer. This would be 30 units in existing building and possible smaller new cottage ranch buildings without utilizing the park area.

Concern: Parking could be reduced to less than 1½ spaces per unit to provide more land for cottage ranch buildings.

Response: Discuss project change with Developer.

Concern: Main issues to discuss with Developer:

1. Hold Public Hearing with Developer presenting information on management and operating of property and how project is financed.
2. Sales price of \$100,001
3. Non-refundable deposit of \$10,000
4. Description of improvements to park
5. Project only to utilize existing building
6. Consideration of ranch cottage houses with reduction in parking requirements
7. Close in 210 days
8. If just redevelop school then sale for \$1

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July 1, 2016

Honorable Mayor Peterson  
Honorable City Council Members  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

Re: McKinley School – Purchase Agreement Requested Changes

Honorable Mayor and Council,

Please accept this communication as our formal position regarding the requested changes to the draft of the Purchase Agreement between the City of Wyandotte and Third Watch Senior L.P.

On June 23<sup>rd</sup> we meet with Mr. Kowalewski and Mayor Peterson to review the requested changes at your meeting held on June 14, 2016. The following items were requested for our consideration:

1. Purchase Agreement language changes effecting due diligence time frames, selection of management company and purchase price.
2. Reevaluation in the number of proposed units from sixty to thirty, with no addition to the existing school building and constructing of cottage homes.

At this time, we are willing to consider potential revisions to the Purchase Agreement (see #1 above), however, there is no reason to consider these revisions unless we agree on the number of units and product type to be constructed.

As you are aware, our response to the City's Request for Proposal (which did not limit the number of units, nor describe a project vision for the property) provided for ninety senior apartments. The request to reduce the project to thirty units will not make the project financially viable or sustainable. Therefore, we are unable to agree to this request. In addition, we strongly believe that cottage homes are not a solution for the property nor do we wish to

propose such. We have reduced the number of proposed units from our original submission by one third based on public comments we received from our neighborhood meetings. Our mutually agreed upon letter of intent allows up to seventy units with an addition to the existing building, now months later we are asked to reduce our project by two thirds.


We are committed to continue working towards our goal to develop the project as a sixty unit, market rate senior development with City staff. However, if support from a majority of the Council does not exist for our proposal, then we respectfully withdraw our proposal. We are confident that we can achieve mutually agreeable purchase agreement language however we are not in the position to construct a project which we know will not be successful.

We will leave our calendar open for language discussion as we await your decision on the overall number of units and product type. It has been a sincere pleasure working with your staff and look forward to reaching a mutually acceptable agreement.

Respectfully Submitted,



Joe DiSanto  
Coachlight Properties LLC



Timothy M. Morgan  
Jonesboro investments Corp.



**AGREEMENT FOR PURCHASE AND SALE**

THIS AGREEMENT FOR PURCHASE AND SALE (the "Agreement") is entered into by and between THE CITY OF WYANDOTTE, ("Seller") and THIRD WATCH SENIOR L.P. a Michigan limited partnership ("Buyer").

**BACKGROUND:**

Seller is the owner of that certain property identified as the McKinley School located at 640 Plum Street, Wyandotte, Michigan and consisting of approximately 2.7 acres which is described on Exhibit "A" attached hereto and made a part hereof (the "Property"), upon which Buyer intends to construct a senior housing facility for independent senior residents, together with related amenities (the "Intended Improvements"). The parties to this Agreement agree to the sale and purchase of the Property on the terms and conditions which are set forth herein. The effective date of this Agreement shall be the date upon which the last party hereto fully executes this Agreement (the "Effective Date").

In consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows.

**AGREEMENT:**1. **Purchase and Sale.**

Subject to all of the terms and conditions of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the Property, together with all appurtenances, rights, easements, rights of way, permits, licenses and approvals incident or appurtenant thereto.

2. **Purchase Price and Payment.**

(a) The purchase price to be paid by the Buyer to the Seller for the Property is One Dollar and 00/100 Cents (\$1.00) (the "Purchase Price"), subject to adjustments and prorations as set forth in this Agreement.

(b) Seller acknowledges receipt of the sum of Ten Thousand Dollars (\$10,000.00) ("First Deposit") paid by Buyer to Seller as an earnest money deposit. The First Deposit is fully refundable to the Buyer if Buyer terminates this Agreement any time prior to expiration of the Governmental Approval Period. Thereafter, within ten (10) business days following the expiration of the Investigation Period, Buyer shall deliver to Seller the sum of One Thousand Dollars (\$1,000.00) (the "Second Deposit"). The Second Deposit is fully refundable to the Buyer if Buyer terminates this Agreement prior to the expiration of the Finance Approval Period (hereinafter defined). If Buyer elects to proceed with this transaction following the expiration of the Finance Approval Period, then the Second Deposit shall become nonrefundable (except as set forth below). The First Deposit and Second Deposit are hereinafter collectively referred to as the "Deposit". All interest earned on the Deposit shall be paid to the Buyer, unless the Buyer defaults under the terms of this Agreement, and in such event the interest earned on the Deposit shall be paid to Seller. Pursuant to the terms set forth above, after the applicable deadline, portions of the Deposit shall be non-refundable, except in the event that (i) the Seller fails, refuses or is unable to perform all of its obligations under this Agreement; (ii) one or more of the Closing Conditions in favor of Buyer set forth in Section 9 have not been satisfied; or (iii) as otherwise specifically provided in this Agreement.



Conditions in favor of Buyer set forth in Section 9 have not been satisfied; or (iii) as otherwise specifically provided in this Agreement.

(c) The Deposit shall be applied to the Purchase Price at Closing or credited to the Buyer in the event the Deposit exceeds the Purchase Price. On the Closing Date (as defined in Section 10), Buyer shall pay to Seller the balance of the Purchase Price subject to the credits, adjustments and prorations as herein provided, by a cashier's check or by wire transfer of United States Dollars.

### 3. Purchase and Sale.

Commencing on the Effective Date, Buyer shall have one hundred twenty (120) days ("Investigation Period") to investigate the Property and to satisfy itself with respect to the condition of the Property, including but not limited to, the environmental status and condition of the Property and the feasibility of future development of the Property and to determine the suitability of the Property for the development of the Intended Improvements. Buyer shall have the right to investigate any and all aspects of the Property it deems appropriate, in its sole and absolute discretion, and Seller agrees to cooperate with Buyer in Buyer's review and inspection of the Property, including but not limited to the (i) physical inspection of the Property, (ii) soils investigation, (iii) environmental assessment, (iv) survey and topographical study, (v) wetlands assessment, (vi) condition of title, (vii) engineering, utilities and site planning studies, (viii) marketing and financial feasibility studies, and (ix) determination of the feasibility of obtaining the appropriate zoning entitlements from the governmental agencies having jurisdiction over the Property. During the Investigation Period, Seller will provide Buyer and Buyer's agents with access to the Property for the purposes of conducting any and all tests that Buyer deems appropriate with respect to the Property. Buyer hereby indemnifies and agrees to defend, protect and hold harmless Seller for, from and against any cost, liability, damage and/or expense (including, without limitation, environmental liability, remedial costs, removal costs, and reasonable attorneys' fees and expenses) incurred by Seller as a result of or in connection with the above-described inspection of the Property by Buyer or its agents. Said indemnification shall survive any termination of this Agreement. Buyer shall have no indemnification obligation or other liability for or in connection with any claim arising from pre-existing conditions on or under the Property, or those arising from the presence or discovery of any hazardous substance previously existing on the Property. Notwithstanding any provision in this Agreement to the contrary, at any time on or before the end of the Investigation Period, Buyer may, without liability to Seller and for any reason or no reason whatsoever elect not to proceed with this transaction. Unless Buyer has notified Seller and Escrow Agent in writing that it has elected to proceed with this transaction, then on the day following the last day of the Investigation Period, this Agreement shall automatically terminate, and the parties hereto shall be relieved of all liabilities and obligations under this Agreement and the First Deposit shall be delivered by Escrow Agent to Buyer. If this Agreement is not terminated as herein provided, Buyer's right of access shall continue unabated until Closing.

In the event Buyer elects to terminate this Agreement, Buyer shall return the original and all photocopies of the Documents to Seller, within five (5) days following the expiration of the Investigation Period. All investigations shall be at Buyer's sole cost and expense. In addition, Buyer agrees to return the Property to the same condition as existed prior to Buyer's investigation of the Property. The preceding requirement shall be a condition of the return of the First Deposit to Buyer.

### 4. Title and Title Insurance.

Within thirty (30) days from the Effective Date of this Agreement, Seller shall provide Buyer with a copy of Seller's title insurance policy for the Property, if any. Buyer, at its sole cost and expense, shall obtain an owner's title insurance commitment ("Commitment"), issued by a nationally recognized title insurance company ("Title Insurer"). The Commitment shall show that title to the Property is good,



marketable and insurable, subject to no matters which would adversely affect Buyer's ownership or development of the Property. Buyer shall have until the end of the Investigation Period in which to examine the condition of title to the Property. If Buyer fails to provide Seller with written notice prior to the expiration of the Investigation Period, of specific defects which make title to the Property other than as required by this paragraph, then, for all purposes of this Agreement, Buyer shall be deemed to have accepted title in the condition described in the Commitment, provided, however, that Seller shall be obligated to satisfy at closing any mortgages or other monetary liens against the Property. If Buyer timely notifies Seller that title does not satisfy the requirements of this paragraph ("Title Objections"), then within fifteen (15) days of receipt of Buyer's Title Objections, Seller shall send to Buyer a notice in writing (a "Cure Notice") stating either (i) that the Title Objections have been cured or will be cured prior to Closing, or (ii) that Seller is either unable to cure or has chosen not to cure such objection. If Seller shall be unable or unwilling to cure all objections, then the Deposit, at the election of Buyer, shall be returned to Buyer, this Agreement shall be terminated and all parties hereto shall be released from any and all obligations and liabilities hereunder. At any time prior to such termination, Buyer may elect by written notice to Seller to waive any defects in title, in which event the Closing shall take place pursuant to this Agreement without any abatement in the Purchase Price.

Buyer may object to the status of title at Closing and refuse to close this transaction if an updated Commitment or Survey (as defined below) reveals matters other than those reflected in the Commitment and Survey and which would adversely affect Buyer's ownership or development of the Property. If Seller is unwilling, fails or refuses to discharge or remedy such matters prior to Closing, then Buyer may: (i) terminate this Agreement in which case the Deposit shall be disbursed to Buyer and neither party will have any further liability hereunder except as to the specific provisions intended to survive termination; or (ii) proceed to Closing without any adjustment to the Purchase Price.

#### 5. Survey.

Buyer may, at Buyer's sole cost and expense, obtain a survey or an update of Seller's survey (the "Survey") of the Property prepared by a land surveyor registered and licensed in the State of Michigan. If the Survey shows any encroachments on the Property or that any improvements located on the Property encroach on other property, or if the survey shows any other adverse or objectionable matters to Buyer, then Buyer shall notify Seller of such objections prior to the expiration of the Investigation Period. Any such encroachments or objections shall be treated as a Title Objection and the time frames, obligations, rights and remedies of Seller and Buyer shall be the same as set forth in Section 4 hereof.

#### 6. Approvals.

(a) Buyer's obligation to purchase the Property from Seller is contingent upon the final issuance of zoning approval, site plan and building permit approval for the Intended Improvements from all applicable governmental and regulatory authority (the "Governmental Approvals"). Buyer shall be responsible, at its sole cost and expense, for obtaining the Governmental Approvals. Seller agrees to cooperate with and to join in any and all applications, permits, consents, zoning, land use, concurrency, platting and other permitting, etc., that may be required to be filed in connection with the Governmental Approvals.

(b) Final issuance of the Governmental Approvals shall be deemed to occur only when all of the Governmental Approvals have been issued or granted by the applicable governmental and quasi-governmental boards and agencies, all appeal periods have expired and any appeals filed have been finally and favorably determined. If Buyer is unable to obtain the Governmental Approvals on or before the expiration of the second option period (the "Governmental Approvals Period"), then Buyer shall be entitled (but Buyer shall not be obligated) to terminate this Agreement and upon such termination by



Buyer, the Second Deposit shall be delivered or paid to Buyer and the parties shall be relieved of all further liability under this Agreement, except for those obligations which expressly survive termination of this Agreement.

(c) If either (i) the Governmental Approvals are not sufficient to allow for the construction of the Intended Improvements or contain conditions to approval that are not acceptable to Buyer in its sole discretion, or (ii) Buyer fails to obtain the Governmental Approvals prior to the expiration of the second option period, then Buyer shall have the right to terminate this Agreement by providing written notice to Seller and Escrow Agent ("Governmental Approval Termination Notice") prior to the expiration of the Government Approvals Period. Upon receipt of the Governmental Approval Termination Notice, Escrow Agent shall return the Second Deposit to Buyer and this Agreement shall be terminated and shall be null and void without recourse to either party hereto, except for those obligations that expressly survive the termination of this Agreement.

(d) Buyer shall have until the expiration of the second option period (the "Finance Approval Period") to determine if it will be successful in obtaining approval of construction and permanent financing for the Intended Improvements. Buyer shall advise Seller periodically as to the status of its financing efforts. If Buyer does not receive Finance Approval on or before the expiration of the second option period, then Buyer shall be entitled (but Buyer shall not be obligated) to terminate this Agreement by written notice to Seller delivered on or before the expiration thereof and, upon such termination by Buyer, the Second Deposit shall be returned to Buyer. In the event of such termination, the parties shall be relieved of all further liability under this Agreement, except for those obligations which expressly survive termination of this Agreement. Buyer shall provide to Seller a written update as to project financing on a monthly basis.

(e) In no event shall the Governmental Approvals or Finance Approval extend beyond two hundred forty (240) days from the Effective Date of this agreement.

#### **7. Seller's Representations and Warranties.**

Seller hereby represents and warrants to Buyer as follows:

(a) There are no condemnation or eminent domain proceedings pending or to the best of Seller's knowledge contemplated against the Property or any part thereof, and the Seller has received no notice of the desire or intention of any public authority to take or use the Property or any part thereof.

(b) There are no pending suits or proceedings against or affecting the Seller or any part of the Property which (i) do or could affect title to the Property or any part thereof; or (ii) do or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement, or render Seller unable to consummate the same.

(c) Seller has full power and authority to execute and deliver this Agreement and all documents now or hereafter to be delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement.

(d) Seller has received no notice of and to its knowledge there is no violation of any law, regulation, ordinance, order or judgment affecting the Property.

(e) Seller has no knowledge of any unrecorded easements, restrictions or encumbrances affecting all or any part of the Property.



(f) There are no agreements, waivers or other arrangements providing for any extension of time with respect to the assessment of any type of tax or deficiency against Seller in respect of the Property, nor are there any actions, suits, proceedings, investigations or claims for additional taxes and assessments asserted by any taxing authority.

(g) There are no mechanics' or materialmen's liens against the Property and if subsequent to Closing hereunder, any mechanics' or other liens of Seller, its agents or employees, shall be filed against the Property based upon any act or omission occurring prior to Closing on the Property, Seller shall take such action, at Seller's sole cost and expense, within ten (10) days after notice to Seller of the filing thereof, by bonding, deposit, payment or otherwise, as will remove, transfer or satisfy such lien of record against the Property.

(h) There are no parties in possession of any portion of the Property, whether as lessees, tenants-at-sufferance, trespassers or otherwise. Further, Seller is not responsible for mechanics liens which resulted from Buyer or its agents or contractors since Buyer had access to the Property.

(i) Seller is not insolvent, is not subject to any bankruptcy or other insolvency proceedings or any assignment for the benefit of creditors or any similar proceedings for the benefit of creditors, and neither Seller nor the Property are operating under or subject to any receiver, trustee or similar entity for the benefit of creditors.

(j) This Agreement does not and will not contravene any present judgment, order, decree, writ or injunction, or any provision of any currently applicable law or regulations.

(k) Seller is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Executive Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Executive Order and any such rules, regulations, legislation, or orders are collectively called, the "Asset Orders"). Further, Seller covenants and agrees to make its policies, procedures and practices regarding compliance with the Asset Orders, if any, available to Buyer for its review and inspection during normal business hours and upon reasonable prior notice. Further, neither Seller, nor any beneficial owner of Seller:

(i) is listed on the Specially Designated Nationals and Blocked Person list maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any rules and regulations of OFAC or pursuant to any other applicable Asset Orders (such lists are collectively referred to as the "Lists")

(ii) is a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Asset Orders; or

(iii) is owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Asset Orders.

The foregoing representations and warranties shall survive the Closing, are true and correct as of the date hereof and Seller shall deliver a certificate as of the Closing Date reaffirming that each of the foregoing representations and warranties remain true and correct as of such Closing Date.

8. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller (which warranties are true and correct as of the date of this Agreement, will be true and correct as of the



Closing Date and which shall survive the closing hereunder) that (a) Buyer has and at the time of the Closing will have full power and legal right and authority to enter into and perform its obligations under this Agreement, and the consummation of the sale and purchase transaction contemplated herein will not result in the breach or constitute a default under any agreement or instrument to which Buyer is bound in such manner as to affect Buyer's ability to purchase the Property as contemplated herein; (b) there has not been filed by or against Buyer any petition in bankruptcy or other insolvency proceedings or for reorganization of Buyer or for the appointment of a receiver or trustee for Buyer's property, nor has Buyer made any assignment for the benefit of its creditors or filed a petition for an arrangement or entered into an arrangement with creditors, or otherwise admitted in writing its inability to pay its debts as they become due; and (c) there is no litigation or proceeding pending or threatened against Buyer which would materially interfere with Buyer's ability to purchase the Property and perform its obligations under this Agreement, and Buyer has no reasonable grounds to know the basis for any such action. Seller's obligation to sell the Property shall be conditioned upon Buyer's representations and warranties being true and correct as of the Closing date.

9. **Conditions to Buyer's Obligations.**

It shall be a condition precedent to Closing of this Agreement by Buyer that each of the following conditions be satisfied to Buyer's satisfaction ("Buyer's Conditions"):

(a) Seller shall not be in default under any of the terms of conditions of this Agreement.

(b) Each of the representations and warranties of Seller set forth in this Agreement shall be true, complete and correct at the date of the Closing as if made at that time, and the Seller shall have delivered its certificate to such effect.

(c) There shall be no moratoria as defined herein in effect as of the Closing and if a moratorium is in effect, then the terms and provisions of Section 17 shall control.

(d) At the Closing, the Title Insurer shall irrevocably commit to issue to Buyer an ALTA Owner's Policy of title insurance, dated as of the date and time of the recording of the deed, in the amount of the Purchase Price, insuring Buyer as owner of good, marketable and indefeasible fee simple title to the Property, free and clear of liens, and subject only to the permitted title exceptions as provided in this Agreement ("Title Policy").

In the event that any of the foregoing conditions precedent to Closing have not been satisfied as of the Closing Date, Buyer shall have the right to waive any or all of the foregoing conditions and close this transaction or Buyer shall have the right to terminate the Agreement, and in such event the Deposit and all interest earned thereon shall be refunded to Buyer and neither party shall have any further rights or obligations hereunder, except those obligations which survive termination of the Agreement.

10. **Closing.**

(a) The purchase and sale contemplated by this Agreement shall be closed sixty (60) days following the Governmental Approval period and Finance Approval Period, but in no event later than three hundred days following complete execution of this Agreement For Purchase and Sale (the "Closing" and the "Closing Date"). The Closing shall take place at the Seller's attorney's office or by escrow closing.



11. **Seller's Deliveries.**

Seller shall deliver to the Buyer at Closing the following documents dated as of the Closing date, the delivery and accuracy of which shall be a Buyer's Condition to the Buyer's obligation to consummate the purchase and sale:

(a) **Warranty Deed.** A general warranty deed in recordable form, duly executed by the Seller, conveying to the Buyer good, marketable and insurable fee simple title to the Property subject only to the permitted exceptions as reflected in the Commitment which have not been objected to by Buyer, with the legal description provided on the Survey and in the Commitment. Buyer acknowledges that the deed of conveyance for the Property will include a deed restriction with a right of reverter in the event Buyer fails to materially comply with the stated requirements.

(b) **Affidavit.** An owner's and contractor's affidavit adequate for title insurance to be issued with the "gap" deleted, any possession exception deleted, and without exception for mechanics' or materialmen's liens.

(c) **Assignment.** An assignment of all of Seller's right, title and interest in and to the Development Approvals (if any), any surface water management permit and all other permits, licenses and approvals with respect to the Property.

(d) **Closing Statement.** A Closing Statement reflecting all costs, payments, prorations and adjustments set forth herein.

(e) **Seller's Authority Documents.** A resolution and other evidence that this transaction has been duly and properly authorized by Seller and that the execution of the closing documents has been authorized by appropriate action.

(f) **Other Documents.** Any other agreement, document or instrument required by this Agreement to be delivered by Seller or reasonably necessary to carry out the provisions of this Agreement.

Seller shall also deliver to Buyer and Buyer's attorney, copies of all of the foregoing documents at least three (3) days prior to closing for Buyer's review.

12. **Buyer's Deliveries.**

Buyer shall deliver to the Seller at Closing, and simultaneously with Seller's delivery of the final documents required in Section 11, the following:

(a) **Purchase Price.** Pay to Seller the Purchase Price by wire transfer of funds, adjusted for the prorations and adjustments provided for in this Agreement.

(b) **Other Documents.** The Lien for Reimbursement as referenced in Exhibit B, together with any other agreement, document or instrument required by this agreement to be delivered to Seller or reasonably necessary to carry out the provisions of this agreement.

(c) **City Park.** Buyer to provide Seller a detailed explanation of what amenities are included in a reconfiguration of the existing park space and an estimated cost for maintenance. Buyer shall commit up to \$100,000 in improvements to the park and improvements shall be in accordance with

Exhibit C. If improvements are altered then such alteration shall be subject to Seller's approval in its sole discretion. In addition, Buyer to maintain park and sidewalks in and around park.

13. **Closing and Recording Costs.**

Buyer shall pay for the Survey and the cost of the title search and examination, and the title insurance premium for the Title Policy. Seller shall pay for the state, county or local transfer tax and the documentary stamp taxes on the deed and the per page cost to record the deed. Buyer shall also pay the cost to record any title corrective instruments. Each party shall pay its respective legal fees.

14. **Real Estate Taxes and Prorations.**

At the Closing, the real estate taxes on the Property shall be prorated between the parties on a calendar year basis using the real estate taxes paid for the most recent year that has been assessed and billed at the lowest discounted amount. If the Property is not assessed for real estate purposes as a separate parcel, but is part of a larger parcel, the taxes attributable to land shall be prorated on a per acre basis, however no taxes attributable to improvements shall be allocated to the Property which is vacant. If the actual taxes for the year of Closing are not determinable at the Closing Date, then the parties agree to re-prorate taxes promptly upon issuance of the tax bill for the year of Closing. Special assessment liens certified as of Closing shall be paid by the Seller. Pending special assessment liens shall be assumed by the Buyer provided, however, that where the improvement has been substantially completed as of the Closing, such pending lien shall be treated as a certified lien and shall be paid by the Seller. The provisions of this Section 14 shall survive the Closing.

15. **Possession.**

The Buyer shall be granted full and exclusive possession of the Property as of the Closing.

16. **Covenants and Agreements of Seller.**

Seller hereby covenants and agrees that between the Effective Date of this Agreement and the Closing:

(a) Seller will not, without the Buyer's prior written consent, create by its consent any encumbrances on the Property which will affect the legal description of the Property or the physical character of the same. For purposes of this provision the term "encumbrances" shall include, but not be limited to, any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

(b) Seller shall pay all assessments and taxes prior to becoming delinquent.

(c) Seller will not create or consent to the creation of any special taxing districts or associations with the authority to impose taxes, liens or assessments on the Property.

(d) Seller will not remove any fill or cause any change to be made to the condition of the Property without the prior written consent of the Buyer.



(e) Seller shall take no action with respect to the Property that would alter or affect any of the representations or warranties of Seller under this Agreement or which would materially impair Buyer's future use and development of the Property.

(f) Seller agrees to hold title to the park property and to provide general liability insurance coverage for the existing park and maintain park equipment. Such obligation shall be a continuing obligation of the Seller as long as Buyer shall own the Property.

(g) Seller agrees to vacate Cherry Street between 6<sup>th</sup> Street and 7<sup>th</sup> Street (subject to easements) and convey the property to Buyer at Closing. Such conveyance shall be a condition precedent to Buyer's obligation to close on the Property.

17. **Moratoria.**

If, at the time of Closing, there are sewer, water, building or other moratoria in effect which were not in effect prior to the expiration of the Investigation Period and which would interfere with the immediate construction and occupancy of the Intended Improvements, then Buyer, at its sole option, may: (i) terminate the Agreement and obtain a refund of the Deposit, whereupon the parties shall be relieved from all further liabilities and obligations hereunder; (ii) close the transaction without regard to the moratoria; or (iii) extend the Closing for the earlier of ten (10) days following the removal of the moratoria, or six (6) months. If at the end of the six (6) month period the moratoria have not been removed, Buyer may elect either (i) or (ii) only.

18. **Real Estate Broker.**

Seller hereby warrants to the Buyer that Seller has not engaged or dealt with any broker or agent with respect to the purchase and sale of the Property as contemplated by this Agreement. Seller shall indemnify and hold the Buyer harmless against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation and appeal), Buyer shall ever suffer or incur because of any claim by any broker or agent claiming to have dealt with the Seller, whether or not meritorious, for any commission or other compensation with respect to this Agreement or to the purchase and sale of the Property in accordance with this Agreement.

Buyer hereby warrants to the Seller that Buyer has not dealt with any broker or agent with respect to the purchase and sale of the Property as contemplated by this Agreement. Buyer shall indemnify and hold the Seller harmless against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation and appeal) Seller shall ever suffer or incur because of any claim by any broker or agent claiming to have dealt with the Buyer, whether or not meritorious, for any commission or other compensation with respect to this Agreement or to the purchase and sale of the Property in accordance with this Agreement.

19. **Condemnation.**

In the event of the institution against the record owner of the Property of any proceedings, judicial, administrative or otherwise, relating to the taking, or to a proposed taking of any portion of the Property by eminent domain, condemnation or otherwise, prior to Closing, or in the event of the taking of any portion of the Property by eminent domain, condemnation or otherwise, prior to Closing, then the Seller shall notify the Buyer promptly and the Buyer shall have the option, in its sole and absolute



discretion to (i) terminate this Agreement and obtain a full refund of the Deposit. Such election must be made by the Buyer within thirty (30) days of the notice furnished by Seller.

20. **Default.**

If this transaction does not close due to a default on the part of the Buyer, and if such default is not remedied within ten (10) days after written notice to Buyer, then the Deposit (or any portion thereof actually delivered to Escrow Agent), together with all interest accruing thereon (if any), shall be delivered by the Escrow Agent to the Seller as liquidated and agreed upon damages; and thereafter, the Buyer shall be relieved from all further obligations under this Agreement and the Seller shall have no further claim against the Buyer for specific performance or for damages by reason of the failure of the Buyer to close this transaction. The remedy provided for herein shall be Seller's exclusive remedy in the event of a default by Buyer.

If this transaction fails to close due to a default on the part of the Seller, and if such default is not remedied within ten (10) days after written notice to Seller, then at the option of the Buyer the Deposit, together with all interest accruing thereon (if any), shall be returned by the Escrow Agent to the Buyer, or Buyer shall have the right to proceed against Seller in an action for specific performance of this Agreement unless specific performance is not available to Buyer, in which case Buyer may seek any other remedy available at law or equity.

21. **Escrow.**

The Escrow Agent is receiving funds and is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by the Buyer. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court in the county where the Property is located, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent, shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein the Escrow Agent, acting as escrow agent solely, is made a party by virtue of acting as such Escrow Agent, hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover reasonable attorneys' fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party and shall include attorneys' fees through appellate proceedings. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of money subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent.

22. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties.

23. **Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and permitted assigns.

24. **Survival of Provisions.**

All representations, warranties and agreements contained herein shall survive the closing and delivery of the deed of conveyance contemplated by this Agreement.

25. **Waiver; Modification.**

The failure by the Buyer or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof, and except to the extent conditions are waived by the express terms of this Agreement, nothing shall constitute a waiver of the Buyer's right to insist upon strict compliance with the terms of this Agreement. Either party may waive the benefit of any provision or condition for its benefit which is contained in this Agreement. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties.

26. **Governing Law; Venue.**

This Agreement shall be governed by and construed under the laws of the State of Michigan. The venue of any litigation in connection with this Agreement shall be in the county where the Property is located.

27. **Headings.**

The paragraph headings as set forth in this Agreement are for convenience or reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any paragraph herein.

28. **Notices.**

Any notice, request, demand, instruction or other communication to be given to either party, except where required by the terms of this Agreement to be delivered at the Closing, shall be in writing and shall be sufficiently made or given only when delivered in person, by overnight courier, or by U.S. certified mail, return receipt requested, or sent by facsimile or electronic mail with the original simultaneously sent by nationwide overnight courier service as follows:

If to Buyer:

Jonesboro Investments Corp.  
7160 Chagrin Road, Suite 250  
Chagrin Falls, Ohio 44023  
Attn: Timothy M. Morgan  
Telephone: (440) 247-3900  
Telecopy: (440) 247-3930  
E-mail: tmorgan@jonesborocorp.com



If to Buyer: Coachlight Properties LLC  
2289 7<sup>th</sup> Street  
Wyandotte, Michigan 48192  
Telephone: (734) 341-4873  
Telecopy: \_\_\_\_\_  
E-mail: [jdisanto@sbcglobal.net](mailto:jdisanto@sbcglobal.net)

If to Seller: City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192  
Attn: Mark Kowalewski, City Engineer  
Telephone: (734) 324-4554  
Telecopy: \_\_\_\_\_  
E-mail : [mkowalewski@wyan.org](mailto:mkowalewski@wyan.org)

If to Seller : City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192  
Attn: Lawrence S. Stec, City Clerk  
Telephone : (734) 324-4562  
Telecopy: \_\_\_\_\_  
E-mail: [clerk@wyan.org](mailto:clerk@wyan.org)

If to the Escrow Agent: First American Title Insurance Company  
251 E. Ohio Street, Suite 200  
Indianapolis, IN 46204  
Attn: Monica Chavez  
Telephone: (317) 829-6720  
Telecopy: (714) 481-4527  
E-mail: [mochavez@firstam.com](mailto:mochavez@firstam.com)

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been dated, given and received: (i) on the date of actual receipt if transmitted by overnight courier, hand delivery, or U.S. certified mail, return receipt requested, if a signed receipt is obtained; (ii) on the date of transmission, if transmitted by facsimile or electronic mail, provided such notice is simultaneously forwarded by nationwide overnight courier service.

29. **Assignment.**

Buyer may assign this Agreement, together with all of Buyer's interest in the Deposit, to an entity managed or controlled by, or affiliated with, Buyer subject to the written approval of the Seller, which approval shall not be unreasonably withheld.

30. **Attorneys' Fees.**



Each party to this Agreement will bear its own costs (including attorneys' fees) incurred in connection with any litigation, arbitration or similar proceeding between the parties arising out of a dispute related to this Agreement, the Property or the transactions contemplated by this Agreement. Each party waives the right to recover attorneys' fees and other costs, if any, that otherwise would be available by statute or as a matter of law.

31. **Time of the Essence.**

Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or upon a specified date, provided however, if any deadline, or the date for performance falls on a Saturday, Sunday or federal holiday, the date for performance shall be extended to the next business day.

32. **Construction.**

Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

33. **Counterparts.**

To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signature of the persons required to bind the party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

34. **Waiver of Jury Trial.**

Each party hereby waives any right to a jury trial in connection with any dispute between the parties arising from this Agreement from any claim arising hereunder or in any course of conduct related hereto.

35. **City of Wyandotte Provisions.**

Buyer and Seller expressly agree to the following provisions regarding the development of the Property:

- A. The Property is intended to be developed, constructed and operated for occupancy by tenants fifty-five (55) years of age and older. The Intended Improvements shall be operated as an age restricted independent senior community in compliance with all federal, state and local laws, including the Fair Housing Act and any applicable provisions of Michigan law, and neither the Buyer or Seller shall have the right to amend the age-restricted status of the Property, provided that, the foregoing prohibition shall not apply where such amendment is required to comply with federal, state or local law. Persons under nineteen (19) years of age may stay overnight in a residential unit for up to, but not exceeding fourteen (14) days during any twelve (12) consecutive month period and shall not be entitled to occupy any unit. Each residential unit shall be occupied by persons fifty-five (55) years of age and older.



- B. Seller shall have a right of approval for architectural and building elevations for the development of any new units to be added to the existing McKinley School. In addition, the Wyandotte City Museum will have the right to salvage areas of the building that would be demolished, or salvaged items in the portion of the building that will not be demolished and items that will not be reused in the remodeling of the building. Buyer covenants to provide a maximum number of sixty (60) residential senior units with 1.5 parking spaces per unit.
- C. Buyer shall be required to provide to Seller a detailed explanation of the financing for the market rate senior development including but not limited to:
- i. The identity of all anticipated lenders;
  - ii. A description of all financial commitments in place for the development;
  - iii. Detailed background of all project participants;
  - iv. Disclosure of the estimated total development cost including proposed rental rates;
  - v. Review of Site Plan, including number of parking spaces provided;
  - vi. Review of estimated property taxes with Seller.
- D. Buyer shall be obligated to secure a one hundred percent (100%) payment and performance bond from the general contractor for the proposed development to ensure a timely completion of the development. Buyer anticipates naming Seller as an additional obligee on the payment and performance bond.
- E. Buyer acknowledges that City has advised that it may require outside consultants to advise the City on the above provided information and Seller may require Buyer to pay these outside consultant costs. However, Seller shall not engage such outside consultants without first securing written authorization from Buyer evidencing Buyer's approval to pay such consultant costs.
- F. Seller and Buyer acknowledge and agree that future tax revenue from the private development and ownership of the Intended Improvements is a material part of the consideration to the Seller for any sale of the Property. Buyer agrees not to transfer or close on a sale of the Property to an entity that will result in the Property or buildings being exempt from local real estate taxes without monetary compensation to the Seller in an amount agreed upon as evidenced in the attached Exhibit B.
- G. Seller expressly agrees to support Buyer's pursuit and implementation of various tax incentives and grant or loan programs to assist with redeveloping the Property, if determined by Buyer to improve the financial feasibility of the Property, including but not limited to the following: (a) real property tax reduction for any eligible residential portion of the property, such as the Neighborhood Enterprise Zone (NEZ) Act, Act 147 of 1992, as amended or the Obsolete Property Rehabilitation Act PA 146 of 2000; (b) the Community Revitalization Program (CRP), any grant or loan program available through the Michigan Strategic Fund (MSF) and Michigan Economic Development Corporation (MEDC); and (c) other economic assistance that may be available through any other programs available at the federal, state or local level (such as a Brownfield Tax Credit. Seller acknowledges that Buyer may submit a



request for a Brownfield Plan, Tax Increment Financing reimbursements or other tax incentives for costs which are eligible pursuant to the Brownfield Statute. Seller shall assist in providing the necessary documents to pursue any potential financial incentives.

- H. The conditions and requirements stated herein and in the agreement shall survive the Closing.
- I. Property will be developed in substantial accordance with preliminary Site Development Plan (Attachment C). Buyer covenants and agrees that the existing McKinley School will not be demolished.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the      day and year last below written.

**SELLER:**

**CITY OF WYANDOTTE, a municipal corporation**

By: \_\_\_\_\_

Name: Joseph R. Peterson

Title: Mayor

Date of Execution: \_\_\_\_\_

By: \_\_\_\_\_

Name: William Griggs

Title: City Clerk

Date of Execution: \_\_\_\_\_

**BUYER:**

**THIRD WATCH SENIOR L.P., a Michigan limited partnership**

By: JIC McKinley Senior Village LLC, an Ohio limited liability company

By: Timothy M. Morgan

Name: Timothy M. Morgan

Title: Managing Member

Date of Execution: \_\_\_\_\_

By: Coachlight Properties LLC, a Michigan limited liability company

By: Joe DiSanto

Name: Joe DiSanto

Title: Managing Member



IN WITNESS WHEREOF, the parties have executed this Agreement as of ~~the~~ day and year last below written.

**SELLER:**

**CITY OF WYANDOTTE, a municipal corporation**

By: \_\_\_\_\_

Name: Joseph R. Peterson

Title: Mayor

Date of Execution: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lawrence S. Stec

Title: City Clerk

Date of Execution: \_\_\_\_\_

**BUYER:**

**THIRD WATCH SENIOR L.P., a Michigan limited partnership**

By: JIC McKinley Senior Village LLC, an Ohio limited liability company

By: \_\_\_\_\_

Name: Timothy M. Morgan

Title: Managing Member

Date of Execution: \_\_\_\_\_

By: Coachlight Properties LLC, a Michigan limited liability company

By: \_\_\_\_\_

Name: Joe DiSanto

Title: Managing Member

Date of Execution: \_\_\_\_\_  
EXHIBIT "A"

PROPERTY

**01875 THRU 1882 LOTS 1 TO 14 INCL PLAT OF PART OF THE CITY OF  
WYANDOTTE, BLOCK 179 T3S R11E L1 P295 WCR**



Date of Execution: \_\_\_\_\_  
EXHIBIT "A"

PROPERTY

**01875 THRU 1882 LOTS 1 TO 14 INCL PLAT OF PART OF THE CITY OF  
WYANDOTTE, BLOCK 179 T3S R11E L1 P295 WCR**

## Lien on Property to Secure Agreement for Reimbursement

The parties acknowledge, as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, that part of the consideration for the sale of the property described herein (the "Property") pursuant to a purchase agreement dated \_\_\_\_\_, 2016 between \_\_\_\_\_, ("Purchaser") by the City of Wyandotte ("Seller") 3200 Biddle Avenue, Wyandotte, MI 48192, was to have the property generate tax revenue in future years.

In the event part or all of the property (including any building or structure placed on the property) becomes tax exempt at anytime within the first twenty (20) years after the sale of the property by Seller to Purchaser, Purchaser shall reimburse the Seller (which shall be considered part of the purchase price) in an amount determined in accordance with the following formula:

Expected taxable value of the property (including any building or structure on the property) which will be based upon the taxable value established in the year immediately preceding the year any of the property (including building and structures thereon) becomes tax exempt (subject to the last paragraph below in the event the taxable value is zero or the promised commercial development has not been completed in full at the time it becomes tax exempt) times twenty (20) mills for each year that remains from the time that any of the property (including building and structures thereon) becomes tax exempt until twenty (20) years from date of the sale of the property from Seller to Purchaser. ("Remaining term")

This reimbursement to Seller shall be paid in one lump sum as follows:  
 20 mills x yearly expected taxable value x remaining term.

For example, if any of the property (including buildings or structures thereon) becomes tax exempt five (5) years after the date of the sale to Purchaser by Seller, and the expected taxable value is \$50,000 for the year, the lump sum will be computed as follows:

$$\$50,000.00 \times 0.020 \text{ mills} \times 15 \text{ years} = \$15,000.00$$

The lump sum is due and payable on or before the date any of property (including building or structures thereon) becomes eligible to be tax exempt or is transferred, sold or converted to a tax exempt entity (whichever occurs first) and this agreement for reimbursement shall survive the closing of the property and shall remain in effect for twenty (20) years from the date of closing and constitutes a lien (which may be enforced by foreclosure, including foreclosure by advertisement) on the property described herein for twenty (20) years from the date the property is sold to Purchaser by Seller. This Agreement is an obligation for repayment and is also a lien on property to secure agreement for reimbursement and shall run with the land and be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. Seller agrees that this lien is not subordinate to the interest in the Property of any current or future lender of Purchaser (and its successors and assigns), and shall execute such documents as reasonably requested by such lender(s) to evidence such subordination.

Property located in the City of Wyandotte, County of Wayne, State of Michigan, described as:

The property prior to closing was tax exempt and in the event a taxable value is not established because any of the property remains or becomes tax exempt after the closing and prior to the complete development of the commercial building as set forth in the purchase agreement between Seller and Purchaser, the expected taxable value in that case will be based upon an appraisal of the property which will include Purchaser's promised development of commercial building as described in the purchase agreement between the parties.

SELLER:

CITY OF WYANDOTTE, a municipal corporation

By: \_\_\_\_\_

Name: Joseph R. Peterson

Title: Mayor



Date of Execution: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lawrence Stec

Title: City Clerk

BUYER:

THRID WATCH SENIOR L.P., a Michigan limited partnership

By: JIC McKinley Senior Village LLC, an Ohio limited liability company

By: \_\_\_\_\_

Name: Timothy M. Morgan

Title: Managing Member

By: Coachlight Properties LLC, a Michigan limited liability company

By: \_\_\_\_\_

Name: Joe DiSanto

Title: Managing Member

STATE OF MICHIGAN

COUNTY OF WAYNE ss.

On this \_\_\_\_\_ Day of \_\_\_\_\_, A. D., before me, a Notary Public, in and for said County, personally appeared \_\_\_\_\_, to me known to be the persons described in and who executed the forgoing instrument and acknowledge that they executed the same as their free act and deed, and represented that they are 18 years of age or older.

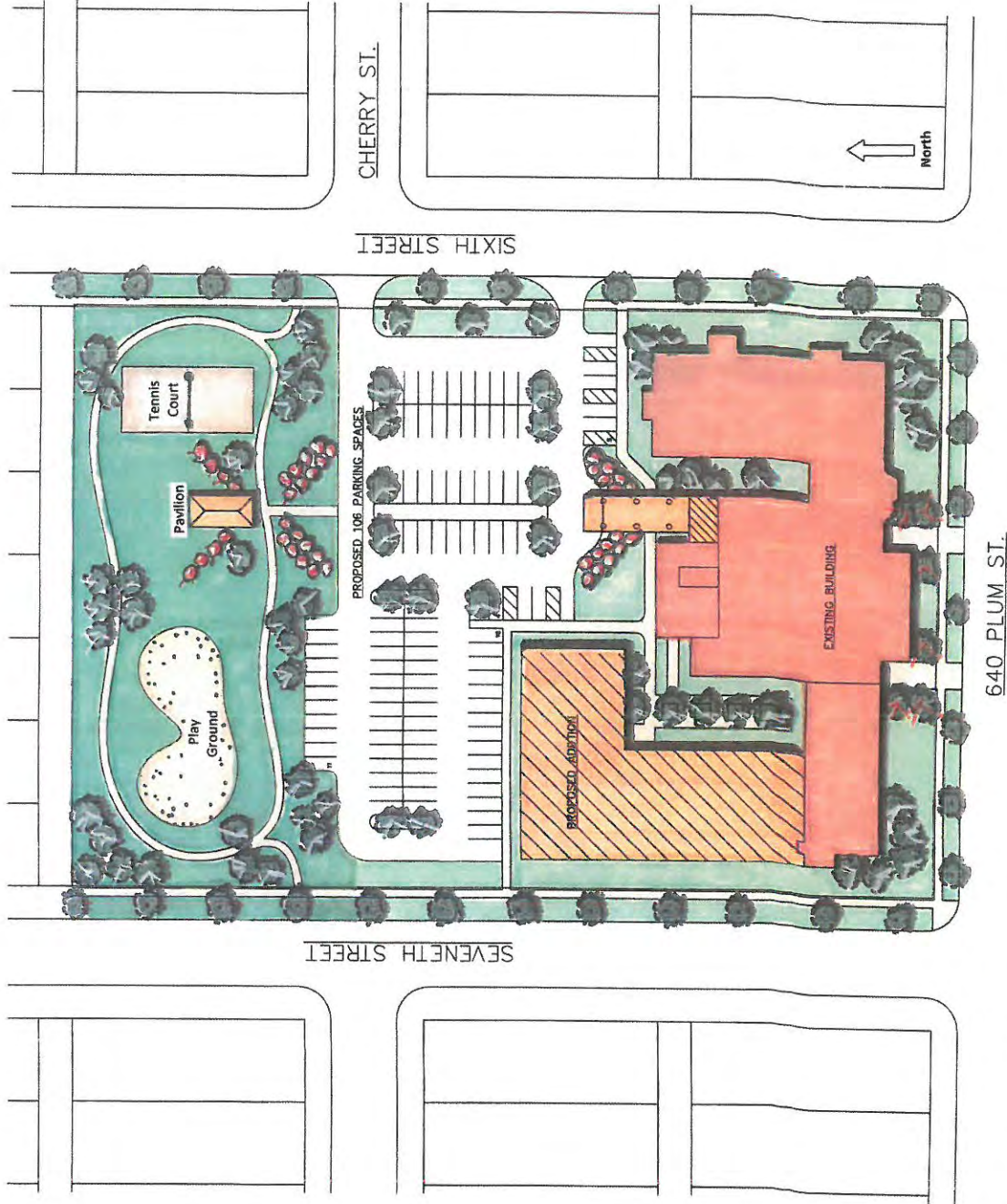
My commission expires: \_\_\_\_\_

Notary Public  
Acting in

\_\_\_\_\_  
County, MI  
County

Instrument     William R. Look  
Drafted by     2241 Oak Street  
                    Wyandotte, MI 48192

• When  
• recorded  
• return to     William R. Look  
                    2241 Oak Street  
                    Wyandotte, MI 48192



**Preliminary Site Development Plan**

McKinley Place  
Wyandotte, MI



## **WYANDOTTE TO CELEBRATE 40 YEARS OF SERVICE**

The Wyandotte Jaycees are preparing to celebrate 40 years of continuing service to the Wyandotte community on Saturday November 19, 2016. The purpose of this event is to give full regard to the past and continuing service of the Wyandotte Junior Chamber and to raise community awareness of our organization. The event will be held at ~~the Grand Harbor Banquet Center (the old JB Wharf)~~ **a location yet to be determined** at 6pm, it will include dinner, drinks, awards and dancing. The Jaycees will be honoring the Mayor and hearing from our Michigan Jaycee President Steve Pickelman and our first president of the chapter Tom Randazzo.

Anyone who was a former Wyandotte Jaycee or Jaycee from a Downriver chapter are invited to the celebration! Please come out and see what 40 years of service looks like! For more information contact Michelle Kelley at [mkelley@mijaycees.org](mailto:mkelley@mijaycees.org)

The “Jaycees” is an organization that gives individuals age 21-40, an opportunity to gain leadership skills while making a positive impact on their community. The Wyandotte Jaycees have been offering our members an opportunity to develop their leadership skills through a wide variety of social, business, and community service projects since 1976. We have contributed to the betterment of our community through our involvement in projects such as Easter egg hunts, street cleanups, charitable donations to national organizations (American Red Cross, American Cancer Society, and Ronald McDonald), local organizations, less fortunate families and other projects for the city.



## HENRY FORD WYANDOTTE HOSPITAL

4

### Executive Administration

Henry Ford Wyandotte Hospital  
2333 Biddle Avenue  
Wyandotte, MI 48192  
(734) 246-6004 Phone

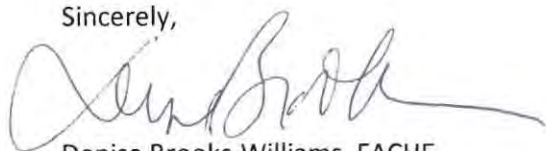
July 19, 2016

  
Daniel J. Grant, Chief  
Wyandotte Police Department  
2015 Biddle Ave  
Wyandotte, MI 48192

Dear Chief Grant;

With tragic attacks on law enforcement officers happening across the country over the past few weeks, I want to take a moment to express our unequivocal support and appreciation for the men and women of the Wyandotte Police department. Our Board of Trustees and I want to compliment and commend the Wyandotte police officers, detectives and command staff for putting their personal safety on line every day to provide our community with a safe environment. I feel extremely fortunate to have such a highly effective and professional police agency to protect our staff and patrons. Please relay my heartfelt appreciation to your staff on behalf of the Henry Ford Wyandotte Hospital family.

Sincerely,



Denise Brooks-Williams, FACHE  
President and CEO  
Henry Ford Wyandotte Hospital  
2333 Biddle Avenue  
Wyandotte, MI. 48192

cc: Honorable Joseph R. Peterson, Mayor, City of Wyandotte  
Mayor ProTemp Leonard T. Sabuda, City of Wyandotte



To the mayor & Council.

On July 8th the south <sup>end</sup> of Myandotla got a lot of stormy weather & wind damage. I live at the south end of town. I got it!

On Tuesday of the following week I talked with Al at 734-324-4578. He explained to me that I would go on a list and his department would trim as soon as possible. The following Friday at 830AM, his crew was parked outside. They trimmed the tree. Excellent work.

I think that is tremendous service.

Thank you

Ben Brewer  
4514 15th.

Aug 2, 2016

6

Dear City Council,

I was told by the Engineering Dept to write a letter asking if I could use the park (court) <sup>444 Spruce & 4th St.</sup> on my street for a family reunion on Aug. 21st. We'd like to use it for the day but didn't want to interfere with any maint. schedule (ex. grass cutting).

Thank you,

Joan Msouti  
(Joan Msouti)

444 Spruce

Wyan. (313) ~~124~~ 525-0001



8-4-2016

Honorable Mayor and Council,

St. Helena's Church has stood vacant for more than seven years until my recent purchase. Many neighbors have stopped to say how pleased they are to see that someone is attempting to save it.

I am a long term Wyandotte resident and volunteer in this city. I am NOT a commercial business owner and am asking that some consideration and understanding be given to this unique and unusual circumstance. Since St. Helena's closed its doors in 2008, this property has been "blight" to the neighborhood. The purchase and lot split of this property has since put two other individual properties on the tax rolls.

My intent for this property is two-fold. First is to open a non denominational reflection room where anyone of any faith could come in to pray, meditate or simply "Reflect". I know from the many former parishioners that have stopped by, that they would love to see St. Helena's being utilized once again. Secondly, since St. Helena's is such a large space, invite the Wyandotte Museums to use the location as storage for their salvage program as well as hosting some of their occasional events and activities. I am very mindful that this is a residential area. More so than most as I live in the rectory next door.

I am in the process of establishing a non-profit status and will be donating the building to the non-profit. I am requesting from council an abeyance on the property taxes for 785 Forest (formerly St. Helena's Church), until this process can be completed. I have attached the assessment for your consideration. I will not be using the building for personal use.

I have rescued a beautiful, historical part of Wyandotte's rich history. Please help me to explore all of the options in my efforts to save St. Helena's Church while supporting the neighborhood, the Wyandotte Museums and the wonderful City of Wyandotte.

Thank you for your time.

Eula Grooms  
753 Forest

Long time resident and long term member of the Wyandotte Cultural and Historical Commission

# NOTICE OF ASSESSMENT ENCLOSED

THOMAS R. WOODRUFF  
CITY OF WYANDOTTE  
3200 BIDDLE AVE., STE. 200  
WYANDOTTE, MI 48192

# NOTICE OF ASSESSMENT, TAXABLE VALUATION AND PROPERTY CLASSIFICATION

## THIS IS NOT A TAX BILL

NAME AND ADDRESS OF OWNER OR PERSON NAMED ON ASSESSMENT ROLL:

GROOMS, EULA  
753 FOREST  
WYANDOTTE, MI 48192-6824

06022

### PARCEL IDENTIFICATION

PARCEL CODE NUMBER:

82 57 020 36 0026 001

PROPERTY ADDRESS:

785 FOREST CHURCH

### PRINCIPAL RESIDENCE EXEMPTION

% Exempt As "Homeowners Principal Residence": 0.0000

% Exempt As "Qualified Agricultural Property":

% Exempt As "MBT Industrial Personal":

% Exempt As "MBT Commercial Personal":

Exempt As "Qualified Forest Property": ☐ Yes ☒ No

Exempt As "Development Property": ☐ Yes ☒ No

ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: 401 RESIDENTIAL

PRIOR YEAR'S CLASSIFICATION: 401 RESIDENTIAL

The change in taxable value will increase/decrease your tax bill for this year by approximately: \$5,423

	PRIOR AMOUNT YEAR: 2015	CURRENT TENTATIVE AMOUNT YEAR: 2016	CHANGE FROM PRIOR YEAR TO CURRENT YEAR
1. TAXABLE VALUE:	0	75,000	75,000
2. ASSESSED VALUE:	0	75,000	75,000
3. TENTATIVE EQUALIZATION FACTOR: 1.00000			
4. STATE EQUALIZED VALUE (SEV):	0	75,000	75,000
5. There Was Not a Transfer of Ownership on this property in 2015.			

The 2016 Inflation Rate Multiplier is: 1.003

### March Board of Review Appeal Information:

The Taxable Value, the Assessed Value, the State Equalized Value, the Property Classification, or the Transfer of Ownership may be appealed by filing a protest with the Local Board of Review. Protests are made to the Board of Review by completing a Board of Review Petition Form. A Petition Form may be obtained directly from the local unit or from the State Tax Commission at [www.michigan.gov/treasury](http://www.michigan.gov/treasury). Click on Forms (at top of page), then click on Property Tax, then click on Board of Review to obtain Form L-4035.

The Board of Review will be meeting on Tuesday, February 16, 2016 at 9:00am-12:00pm and 1:00pm-4:00pm; Wednesday, February 17, 2016 at 9:00am-12:00pm and 1:00pm-4:00pm; Thursday, February 18, 2016 at 1:00pm-4:00pm and 5:00pm-9:00pm; Friday, February 19, 2016 at 9:00am-12:00pm and 1:00pm-4:00pm; Monday, February 22, 2016 at 9:00am-12:00pm and 1:00pm-4:00pm; Tuesday, February 23, 2016 at 9:00am-12:00pm and 1:00pm-4:00pm to consider appeals on property assessments at the following address: Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, MI 48192. BY APPOINTMENT ONLY. CALL (734) 324-4510 FOR QUESTIONS AND/OR APPOINTMENTS. Appeals by letter will be accepted if postmarked on or before February 23, 2016.

Not less than 14 days before the meeting of the Board of Review, the assessment notice shall be mailed to the property owner.

Property taxes are calculated on the Taxable Value (see line 1 above). The Taxable Value number entered in the "Change from Prior Year to Current Year" column, does not indicate a change in your taxes. This number indicates the change in the Taxable Value.

State Equalized Value is the Assessed Value multiplied by the Equalization Factor, if any. State Equalized Value must approximate 50% of market value.

IF THERE WAS A TRANSFER OF OWNERSHIP on your property in 2015, your 2016 Taxable Value will be the same as your 2016 State Equalized Value.

IF THERE WAS NOT A TRANSFER OF OWNERSHIP on your property in 2015, your 2016 Taxable Value is calculated by multiplying your 2015 Taxable Value by 1.003 (Inflation Rate Multiplier for the current year). Physical changes in your property may also increase or decrease your Taxable Value. Your 2016 Taxable Value cannot be higher than your 2016 State Equalized Value.

The denial of an exemption from the local school operating tax for "qualified agricultural properties" may be appealed to the Board of Review. The denial of an exemption from the local school operating tax for a "homeowner's principal residence" may be appealed to the Michigan Tax Tribunal by the filing of a petition within 35 days of issuance of this notice. The petition must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at [www.michigan.gov/taxtrib](http://www.michigan.gov/taxtrib).

Filing a protest with the Board of Review is necessary to protect your right to further appeal valuation and exemption disputes to the Michigan Tax Tribunal and classification appeals to the State Tax Commission. Properties classified Commercial Real, Industrial Real or Developmental Real may be appealed to the regular March Board of Review or to the Michigan Tax Tribunal by filing a petition by May 31. Commercial Personal, Industrial Personal, or Utility Personal Property may be appealed to the regular March Board of Review or to the Michigan Tax Tribunal by filing a petition by May 31 if a personal property statement was filed with the local unit prior to the commencement of the Board of Review as provided by MCL 211.19, except as otherwise provided by MCL 211.9m, 211.9n and 211.9o. The petition must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at [www.michigan.gov/taxtrib](http://www.michigan.gov/taxtrib).

HOMEOWNER'S PRINCIPAL RESIDENCE AFFIDAVIT INFORMATION REQUIRED BY P.A. 114 OF 2012. If you purchased your principal residence after May 1 last year, to claim the principal residence exemption, if you have not already done so, you are required to file an affidavit by June 1 for the immediately succeeding summer tax year levy and all subsequent tax levies or by November 1 for the immediately succeeding winter tax levy and all subsequent tax levies.



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** August 8, 2016

**AGENDA ITEM #** **8**

**ITEM:** Appointment to Planning Commission

**PRESENTER:** Mayor Joseph R. Peterson 

**INDIVIDUALS IN ATTENDANCE:** n/a

**BACKGROUND:** Elizabeth Krimmel has resigned from the Planning Commission. A resume from John “Jay” Sarnacki has been received.

**STRATEGIC PLAN/GOALS:** To encourage and respect citizen participation and provide transparency in all city matters and to comply with and enforce all the requirements of our laws and regulations.

**ACTION REQUESTED:** Adopt a resolution to accept the resignation of Elizabeth Krimmel and concur with the Mayor’s request to appoint John “Jay” Sarnacki to the Planning Commission to fill the unexpired term.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR’S RECOMMENDATION:** n/a

**LEGAL COUNSEL’S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** Resignation from Elizabeth Krimmel and resume of John “Jay” Sarnacki

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: August 8, 2016

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED that City Council hereby accepts the resignation of Elizabeth Krimmel from the Planning Commission and thanks her for her many years of service; and

BE IT FURTHER RESOLVED the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to appoint John “Jay” Sarnacki of 2285 21st, Wyandotte, MI to the Planning Commission. Term to expire April 2020.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

**NAYS**

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Dear Mayor,

I am resigning from  
the Planning Commission.

It has been a privilege  
to serve our great city and  
I enjoyed every minute on  
the commission!

Thank you for appointing  
me to this commission

Sincerely  
Elizabeth "Betty" Kimmel

***Education:***

Bachelor of Architecture  
Lawrence Technological University

B.S. in Architecture  
Lawrence Technological University

***Professional Experience:***

35+ years – Architecture, Design/Build & Construction

***Professional Society Memberships:***

Member - American Institute of Architects

***State Licensure:***

Licensed Architect  
State of Michigan

***Credentials:***

Jay Sarnacki has over thirty five years total experience in architecture, design/build and construction, with the past twenty years in independent practice in Wyandotte, Michigan. The previous years were spent as a successful Project Architect and Designer for three southeast Michigan architectural firms, and five years as Manager of Design and Construction for a large southeast Michigan healthcare organization.

*Excellence Through Design*



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: August 8, 2016

AGENDA ITEM # **9**

**ITEM:** Appointment to Building Board Code of Appeals

**PRESENTER:** Mayor Joseph R. Peterson



**INDIVIDUALS IN ATTENDANCE:** n/a

**BACKGROUND:** A vacancy exists on the Building Board Code of Appeals Board. Resident Michael MacDonald has submitted an application to serve on the board.

**STRATEGIC PLAN/GOALS:** To encourage and respect citizen participation and provide transparency in all city matters and to comply with and enforce all the requirements of our laws and regulations.

**ACTION REQUESTED:** Adopt a resolution to concur with the Mayor's request to appoint Michael MacDonald to the Building Board Code of Appeals. Term to expire April 2020.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** n/a

**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** Application from Michael MacDonald

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: August 8, 2016

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED, that the City Council hereby CONCURS in Mayor Joseph Peterson's recommendation to appointment Michael MacDonald of 1798 Sycamore, Wyandotte, MI 48192 to the Building Board Code of Appeals. Term to expire April 2020.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

**NAYS**

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# CITY OF WYANDOTTE, MICHIGAN

## APPLICATION FOR BOARDS AND COMMISSIONS

A separate application is required for each board or commission you wish to join.  
Applications remain active for one year from the date of submittal.  
Resumes are encouraged and may be attached to your completed application.

Name of Board or Commission for which you are applying <i>Building Board of Appeals</i>	
Name <i>Michael MacDonald</i>	
Home Address: <i>1798 SYCAMORE</i>	Work Address <i>N/A</i>
Home Phone <i>734 283 6009</i>	Work Phone <i>N/A</i>
Cell Phone <i>734 776 6291</i>	Email <i>mmacdonald@wyan.org</i>
Please note your preferred method(s) of contact <input type="checkbox"/> Home Phone <input type="checkbox"/> Work Phone <input checked="" type="checkbox"/> Cell Phone <input checked="" type="checkbox"/> Email	
Residency, property or business ownership is required for most boards and commissions. <input checked="" type="checkbox"/> I am a resident. If so, for how many years? <i>SINCE 1982</i> <input checked="" type="checkbox"/> I am a property owner. If so, for how many years? <i>SINCE 1984</i> <input type="checkbox"/> I am a business owner. If so, for how many years? _____	

Provide a brief biography including your skills, background and expertise, as well as involvement in the community, professional or other nonprofit organizations that are specifically applicable to this board or commission.
<i>Retired fire/fighter Paramedic City of Wyandotte.</i> <i>LAST seven years in fire department</i> <i>Served as Fire Chief. Also previously</i> <i>served on this Commission.</i>

**Describe any experiences that led to your desire to serve the community.**

Spent most of my adult life serving the community of Wyandotte as a member of the fire department.

**Employment:** List your most recent employment experiences.

Company Name/Location	Position	Duties	Dates of Employment
City of Wy. Fire Dept	Fire Chief		Jan 1988 to Jun 2012

**Education:** List your most recent educational experiences.

Educational Institution/School	Certificate/Degree Received	Dates

**Volunteerism:** List your most recent volunteer experiences.

Organization	Role	Dates


**Supplemental Information:** Please review our **Guidelines for Boards and Commissions** for the desired qualifications for each board and commission. Check the appropriate box or boxes to indicate whether you have experience or professional credentials that may be needed to fill a specific seat.



Some boards and commissions are a mix of citizens with certain qualifications and others are citizens representing the general public. Even if you do not have any of the experience or professional background listed below, the community urges you to apply for consideration. Wyandotte needs citizens with diverse backgrounds on its boards and commissions.

**Important Public Records Information:** All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act. Please contact the Clerk at 734-324-4560 or [clerk@wyandotte.org](mailto:clerk@wyandotte.org) if you have any questions or concerns about the disclosure of specific information.

**Truth and Accuracy:** I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

  
Applicant's Signature

7/19/16  
Date

Return completed forms to  
Office of the Mayor, City of Wyandotte, Michigan, 3200 Biddle Avenue, Suite 300, Wyandotte, MI 48192

**Please check below if you have experience in:**

- ☐ Advertising/Marketing/Public Relations
- ☐ Architecture/Engineering
- ☐ Arts/Culture/History
- ☐ AutoCAD/Drafting/GIS
- ☐ Business
- ☐ Coaching/Sports
- ☐ Construction/Carpentry
- ☐ Electrical work/contracting
- ☐ Education
- ☐ Event Planning
- ☐ Forestry
- ☐ Horticulture
- ☐ Landscape Architecture
- ☐ Law
- ☐ Planning/Zoning
- ☐ Property Maintenance/Management
- ☐ Plumbing work/contracting
- ☐ Real Estate/Development
- ☐ Gardening/Landscaping
- ☐ Government




**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** August 8, 2016

**AGENDA ITEM #** **10**

**ITEM:** Resolutions - Charter Amendments (Purchasing and Publishing)

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** At the April 4, 2016, City Council meeting, a resolution was passed to pursue charter amendments relative to purchasing and publishing requirements for the City which would be placed on the November 8, 2016, General election. Although the resolution referenced a presentation date of June 1, 2016, to the City Council, the City Attorney has been working diligently with the State's Attorney General's Office to get approval of the ballot language. The attached ballot language was tentatively pre-approved by the Attorney General's Office earlier this week and will make the final approval after a council resolution is adopted and forwarded back to the State. This recommended changes, which come in the form of six (6) separate ballot questions, establishes the following:

1. The dollar amount established to require a bid process is made consistent between the General City and the Department of Municipal Services.
2. The notice requirements (publication, internet, etc.) for bids will be established by the City Council.
3. The amount requiring a bid process SHALL NOT EXCEED 0.1% of the annual general fund appropriation (expenditures). It is envisioned that the actual amount, which can be lower than the maximum allowed, would be established by the City Council annually. Based on the current budget, the maximum amount would be approximately \$21,700.
4. The Record of the Meetings (written resolutions or ordinances) will be able to be published on the City's web page or posting the record in 3 public places within the City unless another manner of publication is required by law. This will eliminate the current requirement to publish the Record in the newspaper.

These recommended changes are intended to increase efficiency while reducing costs. Note that although the previous deadline date for November ballot questions was August 2, 2016, the City Clerk's Office has confirmed that the County would need the certified ballot wording by August 16, 2016 to be placed on the November ballot which was also previously disclosed.

**STRATEGIC PLAN/GOALS:** To provide the finest services and quality of life; to excel technologically and to be financially responsible; and to stand for all the requirement of our laws and regulations.

**ACTION REQUESTED:** Concurrence of each of the six (6) resolutions by at least 5/7 of the

Mayor and City Council.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

**IMPLEMENTATION PLAN:** The City Attorney will ensure that the necessary approvals by the State and County are received by the deadline of August 16, 2016.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

**LEGAL COUNSEL'S RECOMMENDATION:** Approved as to Form

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENT:**

1. City Council Resolution dated April 4, 2016
2. Request for Council Action dated April 4, 2016 (background)

**MODEL RESOLUTIONS:**

Six (6) Resolutions Attached

RESOLUTION

Wyandotte, Michigan  
Date: August 8, 2016

RESOLUTION by Councilmember

---

RESOLVED by the City Council that

---

At the regular meeting of the City Council of the City of Wyandotte, County of Wayne, State of Michigan, held on the 8<sup>th</sup> day of August, 2016, in the Council Chambers at the City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, at 7:00 o'clock p.m., Eastern Daylight Time.

BE IT RESOLVED, by the City Council of the City of Wyandotte, Michigan, as follows:

1. The City Council by at least a three-fifths votes of its members-elect, pursuant to the authority granted by Act 279, Public Acts of Michigan, 1909, as amended, proposes that Section 14 of Chapter VII of the City Charter of the City of Wyandotte, shall be amended to read as follows:

Chapter VII. Administrative Departments - Appointive Officers

Department of Municipal Service

Construction of Public Works

Section 14. Whenever the expense of constructing or repairing any public work placed under the control of the municipal service commission shall not exceed the sum of 0.1% of the City's annual general operating fund appropriation (which will be determined by the Council at the start of each fiscal year), the work shall be done by the commission in such manner as it may deem proper. Whenever the expense shall exceed the sum of 0.1% of the City's annual general operating fund appropriation, the commission shall submit the plans, diagrams, profiles and estimates thereof to the council for its approval and when so approved, the commission shall, subject to the approval of the council, cause such work to be done by contract or otherwise in such manner as it may deem proper, provided that if the expense shall exceed the sum



of 0.1% of the City's annual general operating fund appropriation, the commission shall advertise for sealed proposals and shall give such notice as the council shall direct and shall let the contract to the lowest responsible bidder who shall be deemed competent to do the work and give adequate security for the performance thereof.

The existing Section 14 of Chapter VII of the City Charter of the City of Wyandotte to be altered by such proposal, if adopted, now reads as follows:

Chapter VII. Administrative Departments - Appointive Officers

Department of Municipal Service

Construction of Public Works

Section 14. Whenever the expense of constructing or repairing any public work placed under the control of the Municipal Service Commission shall not exceed the sum of Five Thousand (\$5,000.00) and 00/100 Dollars, the work shall be done by the commission in such manner as it may deem proper. Whenever the expense shall exceed the sum of Five Thousand (\$5,000.00) and 00/100 Dollars, the commission shall submit the plans, diagrams, profiles and estimates thereof to the council for its approval and when so approved, the commission shall, subject to the approval of the council, cause such work to be done by contract or otherwise in such manner as it may deem proper, provided that if the expense shall exceed the sum of Five Thousand (\$5,000.00) and 00/100 Dollars, the commission shall advertise for sealed proposals and shall give such notice as the council shall direct and shall let the contract to the lowest responsible bidder who shall be deemed competent to do the work and give adequate security for the performance thereof.

2. The proposed amendment to Section 14 of Chapter VII shall be submitted to the electors in the following form:

**WYANDOTTE CITY CHARTER AMENDMENT**

Ballot language shall read as follows:

Shall Section 14 of Chapter VII of the City of Wyandotte Charter be amended to require the Municipal Service Commission to submit plans and estimates to the Council and advertise for sealed proposals whenever the expense

is in excess of 0.1% of the City's annual general operating fund appropriation (which will be determined by the Council at the start of each fiscal year) in place of the current amount of \$5,000.00?

[ ] YES

[ ] NO

3. The City Clerk shall transmit copies of the proposed amendment of Section 14 of Chapter VII of the City Charter to the Governor of the State of Michigan for approval, and transmit a copy of the foregoing statement of purpose of the proposed amendment to the Attorney General of the State of Michigan for approval, as required by law.

4. The proposed charter amendment of Section 14 of Chapter VII shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at the General election to be held in the City of Wyandotte, the 8<sup>th</sup> day of November, 2016, and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of the electors as required by law.

5. The proposed amendment of Section 14 of Chapter VII shall be published in full together with the existing charter provision altered or abrogated thereby as part of the notice of election.

6. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Wyandotte.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

I move the adoption of the foregoing resolution.

MOTION by Councilmember

Supported by Councilmember

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sabuda  
Schultz  
Van Boxell

\_\_\_\_\_  
\_\_\_\_\_  
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RESOLUTION

Wyandotte, Michigan  
Date: August 8, 2016

RESOLUTION by Councilmember

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RESOLVED by the City Council that

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At the regular meeting of the City Council of the City of Wyandotte, County of Wayne, State of Michigan, held on the 8<sup>th</sup> day of August, 2016, in the Council Chambers at the City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, at 7:00 o'clock p.m., Eastern Daylight Time.

BE IT RESOLVED, by the City Council of the City of Wyandotte, Michigan, as follows:

1. The City Council by at least a three-fifths votes of its members-elect, pursuant to the authority granted by Act 279, Public Acts of Michigan, 1909, as amended, proposes that Section 1 of Chapter XVIII of the City Charter of the City of Wyandotte, shall be amended to read as follows:

Chapter XVIII. Miscellaneous

Contracts for Public Work in Excess of Five Thousand Dollars

Section 1. Any public work or improvement costing more than Five Thousand (\$5,000.00) Dollars shall be executed by contract, except where a specific work or improvement is authorized by the council, based on detailed estimates submitted by the department authorized to execute such work or improvement. Contracts shall be awarded to a responsible bidder after notice as the Council shall direct that sealed proposals for performance of the work are required. The city shall have the right to reject any and all bids and to advertise again, and all advertisements shall contain a reservation of this right.

The existing Section 1 of Chapter XVIII of the City Charter of the City of Wyandotte to be altered by such proposal, if adopted, now reads as follows:

Chapter XVIII. Miscellaneous

Contracts for Public Work in Excess of Five Thousand Dollars

Section 1. Any public work or improvement costing more than Five Thousand (\$5,000.00) Dollars shall be executed by contract, except where a specific work or improvement is authorized by the council, based on detailed estimates submitted by the department authorized to execute such work or improvement. Contracts shall be awarded to a responsible bidder after one week's notice by publication in one or more of the newspapers of the city that sealed proposals for performance of the work are required. The city shall have the right to reject any and all bids and to advertise again, and all advertisements shall contain a reservation of this right.

2. The proposed amendment to Section 1 of Chapter XVIII shall be submitted to the electors in the following form:

**WYANDOTTE CITY CHARTER AMENDMENT**

Ballot language shall read as follows:

Shall Section 1 of Chapter XVIII of the City of Wyandotte Charter be amended to require the City to provide notice to prospective bidders as the Council may direct for sealed proposals in place of providing notice by publication in the newspaper?

[ ] YES

[ ] NO

3. The City Clerk shall transmit copies of the proposed amendment of Section 1 of Chapter XVIII of the City Charter to the Governor of the State of Michigan for approval, and transmit a copy of the foregoing statement of purpose of the proposed amendment to the Attorney General of the State of Michigan for approval, as required by law.

4. The proposed charter amendment of Section 1 of Chapter XVIII shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at the General election to be held in the City of Wyandotte, the 8<sup>th</sup> day of November, 2016, and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of the electors as

required by law.

5. The proposed amendment of Section 1 of Chapter XVIII shall be published in full together with the existing charter provision altered or abrogated thereby as part of the notice of election.

6. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Wyandotte.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

I move the adoption of the foregoing resolution.

MOTION by Councilmember

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Supported by Councilmember

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YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Van Boxell	_____



RESOLUTION

Wyandotte, Michigan  
Date: August 8, 2016

RESOLUTION by Councilmember

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RESOLVED by the City Council that

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At the regular meeting of the City Council of the City of Wyandotte, County of Wayne, State of Michigan, held on the 8<sup>th</sup> day of August, 2016, in the Council Chambers at the City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, at 7:00 o'clock p.m., Eastern Daylight Time.

BE IT RESOLVED, by the City Council of the City of Wyandotte, Michigan, as follows:

1. The City Council by at least a three-fifths votes of its members-elect, pursuant to the authority granted by Act 279, Public Acts of Michigan, 1909, as amended, proposes that Section 1 of Chapter XVIII of the City Charter of the City of Wyandotte, shall be amended to read as follows:

Chapter XVIII. Miscellaneous

Contracts for Public Work

Section 1. Any public work or improvement costing more than \$0.1% of the City's annual general operating fund appropriation (which will be determined by the Council at the start of each fiscal year) shall be executed by contract, except where a specific work or improvement is authorized by the council, based on detailed estimates submitted by the department authorized to execute such work or improvement. Contracts shall be awarded to a responsible bidder after one week's notice by publication in one or more of the newspapers of the city that sealed proposals for performance of the work are required. The city shall have the right to reject any and all bids and to advertise again, and all advertisements shall contain a reservation of this right.

The existing Section 1 of Chapter XVIII of the City Charter of the City of Wyandotte to be altered by such proposal, if adopted,

now reads as follows:

Chapter XVIII. Miscellaneous

Contracts for Public Work in Excess of Five Thousand Dollars

Section 1. Any public work or improvement costing more than Five Thousand (\$5,000.00) Dollars shall be executed by contract, except where a specific work or improvement is authorized by the council, based on detailed estimates submitted by the department authorized to execute such work or improvement. Contracts shall be awarded to a responsible bidder after one week's notice by publication in one or more of the newspapers of the city that sealed proposals for performance of the work are required. The city shall have the right to reject any and all bids and to advertise again, and all advertisements shall contain a reservation of this right.

2. The proposed amendment to Section 1 of Chapter XVIII shall be submitted to the electors in the following form:

**WYANDOTTE CITY CHARTER AMENDMENT**

Ballot language shall read as follows:

Shall Section 1 of Chapter XVIII of the City of Wyandotte Charter be amended to require any public work in excess of 0.1% of the City's annual general operating fund appropriation (which will be determined by Council at the start of each fiscal year) be awarded to a responsible bidder in place of the current amount of \$5,000?

[ ] YES

[ ] NO

3. The City Clerk shall transmit copies of the proposed amendment of Section 1 of Chapter XVIII of the City Charter to the Governor of the State of Michigan for approval, and transmit a copy of the foregoing statement of purpose of the proposed amendment to the Attorney General of the State of Michigan for approval, as required by law.

4. The proposed charter amendment of Section 1 of Chapter XVIII shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at the General election to be held in the City of Wyandotte, the 8<sup>th</sup> day of November, 2016, and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law

and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of the electors as required by law.

5. The proposed amendment of Section 1 of Chapter XVIII shall be published in full together with the existing charter provision altered or abrogated thereby as part of the notice of election.

6. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Wyandotte.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

I move the adoption of the foregoing resolution.

MOTION by Councilmember

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Supported by Councilmember

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YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Van Boxell	_____



RESOLUTION

Wyandotte, Michigan  
Date: August 8, 2016

RESOLUTION by Councilmember

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RESOLVED by the City Council that

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At the regular meeting of the City Council of the City of Wyandotte, County of Wayne, State of Michigan, held on the 8<sup>th</sup> day of August, 2016, in the Council Chambers at the City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, at 7:00 o'clock p.m., Eastern Daylight Time.

BE IT RESOLVED, by the City Council of the City of Wyandotte, Michigan, as follows:

1. The City Council by at least a three-fifths votes of its members-elect, pursuant to the authority granted by Act 279, Public Acts of Michigan, 1909, as amended, proposes that Section 2 of Chapter XVIII of the City Charter of the City of Wyandotte, shall be amended to read as follows:

Chapter XVIII. Miscellaneous

Plans and Drawings of Public Improvements to be Submitted.

Section 2. No public improvement costing more than 0.1% of the City's annual general operating fund appropriation (which will be determined by the Council at the start of each fiscal year) shall be contracted for or commenced until drawings, profiles and estimates for the same shall have been submitted to the council, or the proper administrative department, and approved by it. Such drawings, profiles and estimates, or copies thereof, shall thereafter remain on file in the office of the city clerk for public inspection.

The existing Section 2 of Chapter XVIII of the City Charter of the City of Wyandotte to be altered by such proposal, if adopted, now reads as follows:

Chapter XVIII. Miscellaneous

Plans and Drawings of Public Improvements to be Submitted.

Section 2. No public improvement costing more than Five Thousand (\$5,000.00) Dollars shall be contracted for or commenced until drawings, profiles and estimates for the same shall have been submitted to the council, or the proper administrative department, and approved by it. Such drawings, profiles and estimates, or copies thereof, shall thereafter remain on file in the office of the city clerk for public inspection.

2. The proposed amendment to Section 2 of Chapter XVIII shall be submitted to the electors in the following form:

**WYANDOTTE CITY CHARTER AMENDMENT**

Ballot language shall read as follows:

Shall Section 2 of Chapter XVIII of the City of Wyandotte Charter be amended to require drawings, profiles and estimates for any public improvement in excess of 0.1% of the City's annual general operating fund appropriation (which will be determined by Council at the start of each fiscal year) in place of the current amount of \$5,000.00?

☐ YES

☐ NO

3. The City Clerk shall transmit copies of the proposed amendment of Section 2 of Chapter XVIII of the City Charter to the Governor of the State of Michigan for approval, and transmit a copy of the foregoing statement of purpose of the proposed amendment to the Attorney General of the State of Michigan for approval, as required by law.

4. The proposed charter amendment of Section 2 of Chapter XVIII shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at the General election to be held in the City of Wyandotte, the 8<sup>th</sup> day of November, 2016, and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of the electors as required by law.

5. The proposed amendment of Section 2 of Chapter XVIII shall be published in full together with the existing charter provision altered or abrogated thereby as part of the notice of

election.

6. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Wyandotte.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

I move the adoption of the foregoing resolution.

MOTION by Councilmember

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Supported by Councilmember

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YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Van Boxell	_____



RESOLUTION

Wyandotte, Michigan  
Date: August 8, 2016

RESOLUTION by Councilmember

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RESOLVED by the City Council that

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At the regular meeting of the City Council of the City of Wyandotte, County of Wayne, State of Michigan, held on the 8<sup>th</sup> day of August, 2016, in the Council Chambers at the City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, at 7:00 o'clock p.m., Eastern Daylight Time.

BE IT RESOLVED, by the City Council of the City of Wyandotte, Michigan, as follows:

1. The City Council by at least a three-fifths votes of its members-elect, pursuant to the authority granted by Act 279, Public Acts of Michigan, 1909, as amended, proposes that Section 34 of Chapter VII of the City Charter of the City of Wyandotte, shall be amended to read as follows:

Chapter VII. Administrative Departments - Appointive Officers

Department of Purchases and Supplies.

Competitive Bidding Requirements

Section 34. All purchases and all sales by the purchasing agent shall be on a competitive basis. Before making any purchase or sale of over 0.1% of The City's annual general operating fund appropriation (which will be determined by the Council at the start of each fiscal year), the purchasing agent shall advertise for bids and all proposals shall be made upon precise specifications and under such rules and regulations as the council shall establish.

The existing Section 34 of Chapter VII of the City Charter of the City of Wyandotte to be altered by such proposal, if adopted, now reads as follows:

Chapter VII. Administrative Departments - Appointive Officers

Department of Purchases and Supplies.

Competitive Bidding Requirements

Section 34. All purchases and all sales by the purchasing agent shall be on a competitive basis. Before making any purchase or sale of over Two Thousand Five Hundred (\$2,500.00) Dollars, the purchasing agent shall advertise for bids and all proposals shall be made upon precise specifications and under such rules and regulations as the council shall establish.

2. The proposed amendment to Section 34 of Chapter VII shall be submitted to the electors in the following form:

**WYANDOTTE CITY CHARTER AMENDMENT**

Ballot language shall read as follows:

Shall Section 34 of Chapter VII of the City of Wyandotte Charter be amended to require the purchasing agent to advertise for bids and proposals on all purchases and sales approved by the Council whenever the amount of the purchase or sale is in excess of 0.1% of the City's annual general operating fund appropriation (which will be determined by the Council at the start of each fiscal year) in place of the current amount of Two Thousand Five Hundred (\$2,500.00) and 00/100 Dollars?

[ ] YES

[ ] NO

3. The City Clerk shall transmit copies of the proposed amendment of Section 34 of Chapter VII of the City Charter to the Governor of the State of Michigan for approval, and transmit a copy of the foregoing statement of purpose of the proposed amendment to the Attorney General of the State of Michigan for approval, as required by law.

4. The proposed charter amendment of Section 34 of Chapter VII shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at the General election to be held in the City of Wyandotte, the 8<sup>th</sup> day of November, 2016, and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of the electors as

required by law.

5. The proposed amendment of Section 34 of Chapter VII shall be published in full together with the existing charter provision altered or abrogated thereby as part of the notice of election.

6. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Wyandotte.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

I move the adoption of the foregoing resolution.

MOTION by Councilmember

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Supported by Councilmember

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YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Van Boxell	_____



RESOLUTION

Wyandotte, Michigan  
Date: August 8, 2016

RESOLUTION by Councilmember

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RESOLVED by the City Council that

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At the regular meeting of the City Council of the City of Wyandotte, County of Wayne, State of Michigan, held on the 8<sup>th</sup> day of August, 2016, in the Council Chambers at the City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, at 7:00 o'clock p.m., Eastern Daylight Time.

BE IT RESOLVED, by the City Council of the City of Wyandotte, Michigan, as follows:

1. The City Council by at least a three-fifths votes of its members-elect, pursuant to the authority granted by Act 279, Public Acts of Michigan, 1909, as amended, proposes that Section 7 of Chapter VI of the City Charter of the City of Wyandotte, shall be amended to read as follows:

Chapter VI. City Council

Record of Meetings, All Actions to be by Written Resolution or Ordinance

Section 7. The council shall prescribe the rules of its own proceedings and keep a record or journal thereof in the English language; provided, however, that the rules of procedure of the preceding council shall be followed until changed. All votes shall be taken by yeas and nays, and be so entered upon the journal as to show the names of those voting in the affirmative and those in the negative, and with ten (10) days after any meeting of the council, all the proceedings and votes taken thereat shall be published online on the City's web page or posting the same in 3 public places within the City unless another manner of publication is required by law. All proceedings of the Council shall be by resolution except where, by the provisions of this charter, an ordinance must or may be passed. Every resolution or ordinance shall be reduced to writing and read before a vote is taken thereon.

The existing Section 7 of Chapter VI of the City Charter of the City of Wyandotte to be altered by such proposal, if adopted, now reads as follows:

Chapter VI. City Council

Record of Meetings, All Actions to be by Written Resolution or Ordinance

Section 7. The council shall prescribe the rules of its own proceedings and keep a record or journal thereof in the English language; provided, however, that the rules of procedure of the preceding council shall be followed until changed. All votes shall be taken by yeas and nays, and be so entered upon the journal as to show the names of those voting in the affirmative and those in the negative, and with ten (10) days after any meeting of the council, all the proceedings and votes taken thereat shall be published in one of the newspapers of the city. All proceedings of the council shall be by resolution except where, by the provisions of this charter, an ordinance must or may be passed. Every resolution or ordinance shall be reduced to writing and read before a vote is taken thereon.

2. The proposed amendment to Section 7 of Chapter VI shall be submitted to the electors in the following form:

**WYANDOTTE CITY CHARTER AMENDMENT**

Ballot language shall read as follows:

Shall Section 7 of Chapter VI of the City of Wyandotte Charter be amended to require in place of newspaper publication, online publication on the City's web page or posting in 3 public places within the City unless another manner of publication is required by law of the proceedings of each meeting of the City Council.

[ ] YES

[ ] NO

3. The City Clerk shall transmit copies of the proposed amendment of Section 7 of Chapter VI of the City Charter to the Governor of the State of Michigan for approval, and transmit a copy of the foregoing statement of purpose of the proposed amendment to

the Attorney General of the State of Michigan for approval, as required by law.

4. The proposed charter amendment of Section 7 of Chapter VI shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at the General election to be held in the City of Wyandotte, the 8<sup>th</sup> day of November, 2016, and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of the electors as required by law.

5. The proposed amendment of Section 7 of Chapter VI shall be published in full together with the existing charter provision altered or abrogated thereby as part of the notice of election.

6. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Wyandotte.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

I move the adoption of the foregoing resolution.

MOTION by Councilmember

---

Supported by Councilmember

---

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Van Boxell	_____



**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2016-112**

REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF WYANDOTTE,  
WAYNE COUNTY, MICHIGAN, HELD IN THE COUNCIL CHAMBERS, OF THE MUNICIPAL  
BUILDING.

UNDER THE DATE OF: April 4, 2016

MOVED BY: Councilperson VanBoxell

SUPPORTED BY: Councilperson Schultz


BE IT RESOLVED that the recommendation from the City Administrator to place two (2) charter amendments relative to purchasing and publishing requirements on the ballot for the November 8, 2016 General election is received and placed on file; AND

BE IT FURTHER RESOLVED the Council concurs with the recommendation to have the Department of Legal Affairs prepare the necessary ballot language for City Council approval with language that grants the City Council latitude to amend these provisions as necessary to meet the future operational needs of the City; AND

BE IT FURTHER RESOLVED that Council instructs this information to be presented back to the City Council prior to June 1, 2016, in order to allow ample time to receive the necessary approvals to certify the ballot question by the August 2, 2016, deadline.

Motion unanimously carried.

**I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on April 4, 2016 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.**


  
\_\_\_\_\_  
Lawrence S. Stec  
City Clerk

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 4, 2016

**AGENDA ITEM #** \_\_\_\_\_

**ITEM:** Recommended Charter Amendments – Purchasing and Publishing

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** A recent review of charter-mandated operating practices has identified areas where a number of operational efficiencies can be gained. It is recommended that two (2) items be included as amendments to the City Charter for the November 2016 election:

1. A revision to the charter requirements for the purchase of supplies, material, and equipment and the contracting for public work. The current City Charter has not increased the amount required for the advertisement of bid proposals since 1991 which increased the threshold from \$1,000 to \$2,500. In addition to providing an amount that more clearly recognizes the cost of doing business today, this revision should also make the amounts consistent between the General City and Department of Municipal Services, define what a “competitive basis” means for purchases and sales, and specify that the use of the internet is an acceptable form of advertising for bids and proposals. The City Council should also consider language that grants them latitude to change these provisions as necessary to meet the future needs of the operations of the City.
2. The City Charter should also be revised to allow, as an alternative, the use of electronic publication of any information currently required by the City Charter to be published in a newspaper. This would not affect information required to be published in a newspaper by State law. The City Council should also consider language that grants them latitude to change these provisions as necessary to meet the future needs of the operations of the City.

Both of these recommended changes are intended to increase efficiency while reducing costs.

**STRATEGIC PLAN/GOALS:** To provide the finest services and quality of life; to excel technologically and to be financially responsible; and to stand for all the requirement of our laws and regulations.

**ACTION REQUESTED:** Concur with the recommendation and direct the Department of Legal Affairs to prepare the necessary ballot language for City Council Approval.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

**IMPLEMENTATION PLAN:** City Administrator to work with the Department of Legal Affairs to prepare the ballot language to be approved by the City Council which will then be forwarded to the State's Attorney General for approval prior to the August 2, 2016, deadline to be provided to the County Clerk.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENT:**

1. Paragraph 109 of the City Charter
2. Paragraph 89 of the City Charter
3. Paragraph 267 and 268 of the City Charter
4. Summary Calendar and Proposal Deadlines for the November 8, 2016 General Election

**MODEL RESOLUTION:**

Resolved by the City Council that the recommendation from the City Administrator to place two (2) charter amendments relative to purchasing and publishing requirements on the ballot for the November 8, 2016 General election is received and placed on file and

FURTHER, concurs with the recommendation to have the Department of Legal Affairs prepare the necessary ballot language for City Council approval with language that grants the City Council latitude to amend these provision as necessary to meet the future operational needs of the City and

FURTHER, instructs this information to be presented back to the City Council prior to June 1, 2016, in order to allow ample to receive the necessary approvals to certify the ballot question by the August 2, 2016, deadline.

I move the adoption of the foregoing resolution.

MOTION by  
Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Van Boxell





## DEPARTMENT OF PURCHASES AND SUPPLIES

### **Purchasing agent—Generally.**

107. - Section 32. The department of purchases and supplies shall be in charge of the purchasing agent. Unless the council shall otherwise prescribe by ordinance, the city clerk shall be the purchasing agent of the city. If the council shall by ordinance prescribe the appointment of a purchasing agent other than the city clerk, said purchasing agent shall hold office for such term and shall receive such compensation as the council shall determine.

### **Same—General powers and duties.**

108. - Section 33. The powers and duties of the purchasing agent which shall be exercised as herein provided and in conformity with the general ordinances of the city, shall be as follows:

- a. The purchasing agent shall cause to be kept a record of the proceedings and accounts of the department, and all of such records, proceedings and accounts shall be public.
- b. He shall, in the manner provided by ordinance, purchase according to specifications furnished by the various departments and approved by the council all supplies, materials and equipment for all the departments, offices, boards, courts, commissions and institutions.
- c. He shall sell all personal property of the city no longer necessary, or which shall have become unsuitable for public use, or which may have been condemned as useless by any of the various departments, offices, boards, courts, commissions and institutions. He shall inspect or cause to be inspected all supplies delivered to determine conformity to specifications, quality and quantity of deliveries, and shall refuse to sign any warrant in payment of supplies delivered to the city, unless they conform to the specifications, quality and quantity prescribed. He may make, with the approval of the council, all contracts to carry out the objects and purposes of the department as herein provided, provided that all such contracts shall be signed by the mayor and attested by the city clerk.
- d. He shall have such other powers and perform such other duties as are herein prescribe or may be necessary hereunder for the proper discharge of his duties.

### **Competitive bidding requirements.**

109. - Section 34. All purchases and all sales by the purchasing agent shall be on a competitive basis. Before making any purchase or sale of over two thousand five hundred dollars (\$2,500.00), the purchasing agent shall advertise for bids and all proposals shall be made upon precise specifications and under such rules and regulations as the council shall establish.

(Res. of 1-7-91, § 1)

### **Editor's note—**

The above section appears as amended by a proposition approved by the voters on April 6, 1959, by a vote of 3845 to 3162.

### **Reports by purchasing agent.**

110. - Section 35. The purchasing agent shall on the last day of each month file with the council and the city treasurer a report giving the date of all collections or receipts and the amounts of all moneys collected



87-b. - Section 12-b. The municipal service commission may adopt and put into effect a retirement system for the purpose of providing retirement allowances for the appointees and employees of the commission. Any retirement system adopted by the commission shall be on an actual basis.

**Editor's note**— The above section was added by an amendment approved by the electorate on April 5, 1943 by a vote of 2486 to 2300.

### **Meetings.**

88. - Section 13. The municipal service commission shall hold meetings regularly at least once every two (2) weeks and shall designate the time and place thereof, shall adopt its own rules of procedure and shall keep a record of its proceedings, a certified copy of which shall be filed with the city clerk within five (5) days after approval by the commission. Proper accounts of the receipts and expenditures of money shall be kept. All meetings, records and accounts of the commission shall be public. Three (3) members shall constitute a quorum for the transaction of business. No action may be taken by the commission without the affirmative vote of three (3) members thereof.

**Editor's note**— The above section appears as amended by the electorate on April 3, 1950 by a vote of 4373 to 3330.

### **Construction of public works.**

89. - Section 14. Whenever the expense of constructing or repairing any public work placed under the control of the municipal service commission shall not exceed the sum of five thousand dollars (\$5,000.00), the work shall be done by the commission in such manner as it may deem proper. Whenever the expense shall exceed the sum of five thousand dollars (\$5,000.00), the commission shall submit the plans, diagrams, profiles and estimates thereof to the council for its approval and when so approved, the commission shall, subject to the approval of the council, cause such work to be done by contract or otherwise in such manner as it may deem proper, provided that if the expense shall exceed the sum of five thousand dollars (\$5,000.00), the commission shall advertise for sealed proposals and shall give such notice as the council shall direct and shall let the contract to the lowest responsible bidder who shall be deemed competent to do the work and give adequate security for the performance thereof.

(Res. of 1-7-91, § 1)

### **Purchasing of supplies.**

90. - Section 15. The municipal service commission, through the purchasing department of the city, shall purchase all engines, machinery tools and other appliances and all materials and supplies necessary for the purpose of the department, provided that no purchase exceeding five thousand dollars (\$5,000.00) in amount shall be made without the consent of the council.

(Res. of 1-7-91, § 1)

### **Rates and charges; fixing, collection, etc.**

91. - Section 16. The municipal service commission shall, from time to time, fix and cause to be assessed the water rates to be paid by the owner or occupant of each house or building having the use of water, against any person or persons using water, upon such basis as shall be equitable and such water rates shall become and be until paid, a lien upon such house or other building and upon the lot or lots upon which such house or building shall be situated. The commission shall also from time to time fix the rates to be paid for electric current furnished and sold by the city. The commission may make, subject to the approval of the council, and enforce all necessary rules and regulations for the collection of water rates,



## CHAPTER XVIII. - MISCELLANEOUS

### **Contracts for public work in excess of five thousand dollars.**

267. - Section 1. Any public work or improvement costing more than five thousand dollars (\$5,000.00) shall be executed by contract, except where a specific work or improvement is authorized by the council, based on detailed estimates submitted by the department authorized to execute such work or improvement. Contracts shall be awarded to a responsible bidder after one week's notice by publication in one or more of the newspapers of the city that sealed proposals for performance of the work are required. The city shall have the right to reject any and all bids and to advertise again, and all advertisements shall contain a reservation of this right.

(Res. of 1-7-91, § 1)

### **Plans and drawings of public improvements to be submitted.**

268. - Section 2. No public improvement costing more than five thousand dollars (\$5,000.00) shall be contracted for or commenced until drawings, profiles and estimates for the same shall have been submitted to the council, or the proper administrative department, and approved by it. Such drawings, profiles and estimates, or copies thereof, shall thereafter remain on file in the office of the city clerk for public inspection.

(Res. of 1-7-91, § 1)

### **Employee pensions.**

269. - Section 3. The council may by ordinance, provide for pensioning persons injured by violence, accident or exposure while employed by the city in the fire or police departments, when such injuries arise out of or in the course of such employment; also for the dependents of the person killed while so employed, subject to such rules and regulations as the council may prescribe.

### **Workmen's compensation.**

269-A. - Section 3-A. The council shall, by ordinance, establish and maintain a system of compensation for the employees of the city coming under the provisions of the Workmen's Compensation Laws of the State of Michigan and their dependents, in the case of the disability, injury or death of such employee, which system of compensation shall include the maintenance of a fund to defray the expenses thereof; out of which no monies shall be expended or disbursed except for the administration of such system of compensation. The minimum standards for such system of compensation shall comply with the standards set by the Workmen's Compensation Act of the State of Michigan. Such ordinance, whether existing at the time of the adopting of this section or thereafter enacted, may be amended or revised from time to time, or a new ordinance may be substituted therefor, as the best interests of the city and the requirements of such system of compensation demand, but no such amendment, revision or substitution shall destroy the existence of such plan of compensation or alter it or the fund established so that it will not meet the minimum requirements which are established herein. In case that the annual earnings of the accumulated funds shall equal the average cost of operation of the prior three (3) years' experience, then the workmen's compensation board of the city shall be empowered to cancel the annual contribution requirements to the said fund during that period and in case the earnings of the accumulated funds shall equal sixty-five (65) per cent of the average cost of operation of the prior three (3) years' experience, the



### **Filing Deadlines: New Parties and State Ballot Proposals**

<b>By 5:00 p.m., June 1, 2016</b>	Petitions to place a legislative initiative proposal on the November general election ballot filed with the Secretary of State (252,523 valid signatures required). (168.471)
<b>By 5:00 p.m., July 11, 2016</b>	Petitions to place a proposed constitutional amendment on the November general election ballot filed with the Secretary of State (315,654 valid signatures required). (168.471)
<b>By 4:00 p.m., July 21, 2016</b>	New political parties file petitions to qualify for November general election ballot (31,566 valid signatures required). (168.685)

### **Filing Deadlines: County and Local Proposals**

<b>By Apr 26, 2016</b>	Petitions to place county and local questions on the August primary ballot filed with county and local clerks. (If governing law sets an earlier petition filing deadline, earlier deadline must be observed.) (168.646a)
<b>By 4:00 p.m., May 10, 2016</b>	Ballot wording of county and local proposals to be presented at the August primary certified to county and local clerks; local clerks receiving ballot wording forward to county clerk within two days. (168.646a)
<b>By Aug. 2, 2016</b>	Petitions to place county and local questions on the November general election ballot filed with county and local clerks. (If governing law sets an earlier petition filing deadline, earlier deadline must be observed.) (168.646a)
<b>By 4:00 p.m., Aug. 16, 2016</b>	Ballot wording of county and local proposals to be presented at the November general election certified to county and local clerks; local clerks receiving ballot wording forward to county clerk within two days. (168.646a)

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2016

AGENDA ITEM # **11**

**ITEM:** Concur with Municipal Services Commission authorization for the purchase of a 2017 Ford Transit 250 LR Cargo Van for the Water Dept.

**PRESENTER:** William Weirich - Water Department Superintendent *WW*

**INDIVIDUALS CONSULTED:** Rod Lesko *RL*, Paul LaManes *PLM*

**BACKGROUND:** A new vehicle is needed to replace a 2008 Ford Econoline van for the Water Department as the main vehicle for customer service. This vehicle is used in the daily duties of the Customer Service staff and due to having a full crew with increased workload demands, an additional vehicle is needed in the department. The current Ford Econoline van will be retained for use, including transporting crews to work sites and towing lawn equipment. The MiDeal bid for vehicle purchases for the State of Michigan was awarded to Gorno Ford of Woodhaven for a price of \$20,999 for the 2016 model of the vehicle requested and with necessary options the total price is \$25,000, including that the delivered vehicle will be a 2017 model. As such no other bids were required/requested for this purchase.

Vehicle specs are included as an attachment to this request.

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

**ACTION REQUESTED:** Concur with the approval by the Wyandotte Municipal Services Commission for the purchase of a 2017 Ford Transit 250 Cargo Van for the Water Department utilizing the MiDeal bid for \$25,000, as recommended by WMS management.

**BUDGET IMPLICATIONS:** Purchase was approved in the FY2016 Water Department capital budget for \$25,000, project # 592-000-970-000-1031WA.

**IMPLEMENTATION PLAN:** Subsequent to City Council concurrence, a purchase order will be generated for the purchase. The current delivery lead timeframe is estimated at 10 to 12 weeks after receipt of the purchase order.

**MAYOR'S RECOMMENDATION:** *Joseph R. Peterson*

**CITY ADMINISTRATOR'S RECOMMENDATION:** *J. Rydalski*

**LEGAL COUNSEL REVIEW:** N/A

**LIST OF ATTACHMENTS**

- MiDeal quote from Gorno Ford

**RESOLUTION**

BE IT RESOLVED, by the Wyandotte City Council that Council concurs with the Municipal Services Commission approval of the purchase of a 2017 Ford Transit 250 LR Cargo Van vehicle from Gorno Ford of Woodhaven by the Water Department for an amount not to exceed \$25,000 as secured through the State of Michigan MI-Deal bid and as recommended by WMS management.

I move the adoption of the foregoing resolution.

MOTION by  
Councilperson \_\_\_\_\_

Supported by  
Councilperson \_\_\_\_\_

YEAS

COUNCIL

NAYS

Sabuda  
Sutherby-Fricke  
Galeski  
Schultz  
Miciura Jr.  
VanBoxell



GORNO FORD  
Woodhaven MI  
Bus: 734-671-4017  
FAX: 734-671-4375

CITY OF WYANDOTTE  
WATER DEPARTMENT  
BUS: 734-324-7142  
wweirich@wyandotte.org

ATT: BILL WEIRICH

7-14-16

**2017 FORD TRANSIT 250 LR CARGO VAN, #3958-0039, MI CONTRACT# 071B1300005**

130" WHEELBASE

3.7L TI-VCT V6

6 SPD AUTO OVERDRIVE WITH SELECTSHIFT

OXFORD WHITE

PEWTER VINYL INTERIOR

3.73 RATIO REGULAR AXLE

9000# GVWR

POWER DOORS / LOCKS / KEYLESS ENTRY

VINYL FRONT FLOOR ONLY

REARVIEW CAMERA

**CONTRACT PRICE FOR 250 TRANS VAN ..... \$ 20,999.00**

**REQUESTED OPTIONS**

REAR FIXED WINDOWS / PASSENGER SIDE DOOR WINDOW \$ 325.00

CENTER CONSOLE BETWEEN DRIVER AND PASSENGER SEAT \$ 300.00

PARTITION BETWEEN DRIVER / PASSENGER AND CARGO AREA \$ 895.00

MUNICIPAL LIGHTING PACKAGE: \$ 2,420.00

LED AMBER LIGHTS MOUNTED IN THE GRILL / MINI LED LIGHTBAR MOUNTED CENTER ROOF ABOVE B PILLAR

/ TRAFFIC ADVISOR MOUNTED ABOVE REAR DOORS / TRAFFIC ADVISOR CONTROLLER

**TOTAL FOR REQUESTED OPTIONS.....\$ 3,940.00**

DELIVERY \$ 61.00

**TOTAL FOR TRANS VAN AND OPTIONS \$ 25,000.00**

- MSRP 34,005.00, MIDEAL SAVINGS APPROXIMATELY \$ 13,000.00
- THIS COST INCLUDE CONTRACT CONCESSION THROUGH THE CONTRACT

**CURRENT LEAD TIME IS ESTIMATED 10-12-WEEKS FROM RECEIPT OF PURCHASE ORDER**

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 9**  
 to  
**CONTRACT NO. 071B1300005**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Gorno Ford	Jim Agney	jagney@gornoford.com
22025 Allen Rd	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Woodhaven, MI 48183	(734) 671-4033	4520

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CO	MDOT	Dan Smith	517-334-7767	Smithd4@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	517-284-6996	dufoury@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Vehicles, Patrol and Passenger Vehicles, Trucks, Vans, Cabs & Chassis			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2015	2, one year options	September 30, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		30 Days	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		September 30, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,615,494.00		\$0.00	\$1,615,494.00	
DESCRIPTION: Effective September 23, 2015, the first option year available on this contract is hereby exercised. The revised contract expiration date is September 30, 2016. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				



Light Duty Trucks	Pick-Up, Alt. Fuel, Standard Cab, 8' Box, 1,500 lbs. min. Payload	3958-0026A	Ford	2016	F150 (E-85)	6		\$18,935.00	\$2.00	
Light Duty Trucks	Pick-Up, Extended Cab, 8' Box, 1,400 lbs. min. Payload	3958-0027	Ford	2016	F150	6		\$20,695.00	\$2.00	
Light Duty Trucks	Pick-Up, Alt. Fuel, Extended Cab, 8' Box, 1,400 lbs. min. Payload	3958-0027A	Ford	2016	F150 (E-85)	8		\$21,378.00	\$2.00	Must have 5.0L V8 for (E85 Capability)
Light Duty Trucks	Pick-Up, Extended Cab, 6' Box, 1,400 lbs. min. Payload	3958-0028	Ford	2016	F150	6		\$19,785.00	\$2.00	
Light Duty Trucks	Pick-Up, Alt. Fuel, Extended Cab, 6' Box, 1,400 lbs. min. Payload	3958-0028A	Ford	2016	F150 (E-85)	6		\$19,835.00	\$2.00	
Light Duty Trucks	Pick-Up, 8' Box, Standard Cab, 3,240 lbs. min. Payload	3958-0029	Ford	2016	F250	8		\$20,795.00	\$2.00	(E-85 Capable)
Light Duty Trucks	Pick-Up, Diesel, 8' Box, Standard Cab, 3,240 lbs. min. Payload	3958-0029D	Ford	2016	F250	8		\$27,400.00	\$2.00	
Light Duty Trucks	Pick-Up, Extended Cab, 8' Box, 3,000 lbs. min. Payload	3958-0030	Ford	2016	F250 XL	8		\$22,900.00	\$2.00	(E-85 Capable)
Light Duty Trucks	Pick-Up, Alt. Fuel, Extended Cab, 8' Box, 3,000 lbs. min. Payload	3958-0030A	Ford	2016	F250XL (E-85)	8		\$22,898.00	\$2.00	
Light Duty Trucks	Pick-Up, Diesel, Extended Cab, 8' Box, 3,000 lbs. min. Payload	3958-0030D	Ford	2016	F250 XL	8		\$29,675.00	\$2.00	
Light Duty Trucks	Pick-Up, Extended Cab, 6' Box, 3,000 lbs. min. Payload	3958-0031	Ford	2016	F250	8		\$22,710.00	\$2.00	(E-85 Capable)
Light Duty Trucks	Pick-Up, Diesel, Extended Cab, 6' Box, 3,000 lbs. min. Payload	3958-0031D	Ford	2016	F250	8		\$29,515.00	\$2.00	
Vans and Large Utility Vehicles	Cargo-Van, 1,700 lbs. min. Payload	3958-0032	Ford	2016	Transit 150	6		\$20,165.00	\$2.00	V6 increased HP decreased torque over discontinued Econoline V8. Low roof.
Vans and Large Utility Vehicles	Cargo-Van, Alt. Fuel, 1,700 lbs. min. Payload	3958-0032A	Ford	2016	Transit 150 (E-85)	6		\$20,168.00	\$2.00	V6 increased HP decreased torque over discontinued Econoline V8. Low roof.
Vans and Large Utility Vehicles	Cargo-Van, 3,100 lbs. min. Payload, 3/4 Ton	3958-0039	Ford	2016	Transit 250	6		\$20,999.00	\$2.00	V6 increased HP decreased torque over discontinued Econoline V8. Low roof.



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** July 25<sup>th</sup> 2016

**AGENDA ITEM #** **12a**

**ITEM: Special Event Application – Wyandotte Boat Club – Blitzen the Dotte**

**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 Wyandotte Boat Club to hold the Blitzen the Dotte race November 19<sup>th</sup> prior to the opening of the Wyandotte Christmas Parade. This event has been reviewed and approved by the Police and Fire Chief, Recreation Superintendent, and Department of Public Service provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement to be drafted up by the Department of Legal Affairs. (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 sidewalks and property for their event held November 19<sup>th</sup> 2016.

**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:**

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS**

Special Event Application  
Event Maps

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: July 25<sup>th</sup> 2016

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 sidewalks and property for the event held July 25<sup>th</sup> 2016 provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement to be drafted up by the Department of Legal Affairs.

I move the adoption of the foregoing resolution.

MOTION by Councilmen\_\_\_\_\_

Supported by Councilman\_\_\_\_\_

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

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: November 19, 2016 Times: 8:00 a.m. - 10:00 a.m.

Name of Applicant: Fred Mekolon

Name of Business or Organization: Wyandotte Boat Club

Type of legal entity of your business/organization: 501C.3

Name of individual authorized to sign documents on behalf of your business/organization: Fred Mekolon

Address: 1 Pine Street, Wyandotte, MI 48192

Email: C/o vnicholson@wowway.com Cell Phone: \_\_\_\_\_

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: From Pine Street to Wyandotte Hospital Thru  
one 800 Golf Course

Estimated maximum number of persons expected at the event for each day: 800

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

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: n/a

**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.

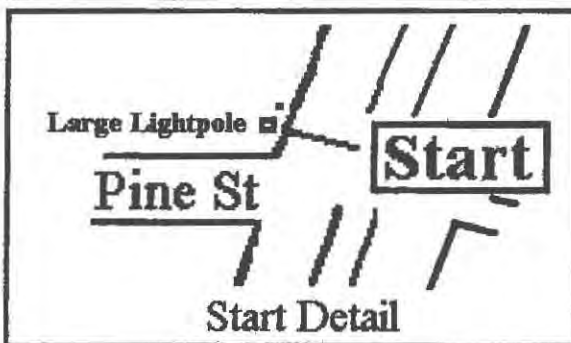
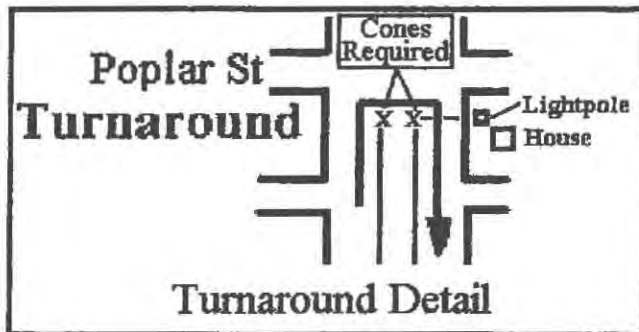
If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734-324-4502.



# Blitzen The Dotte 5K

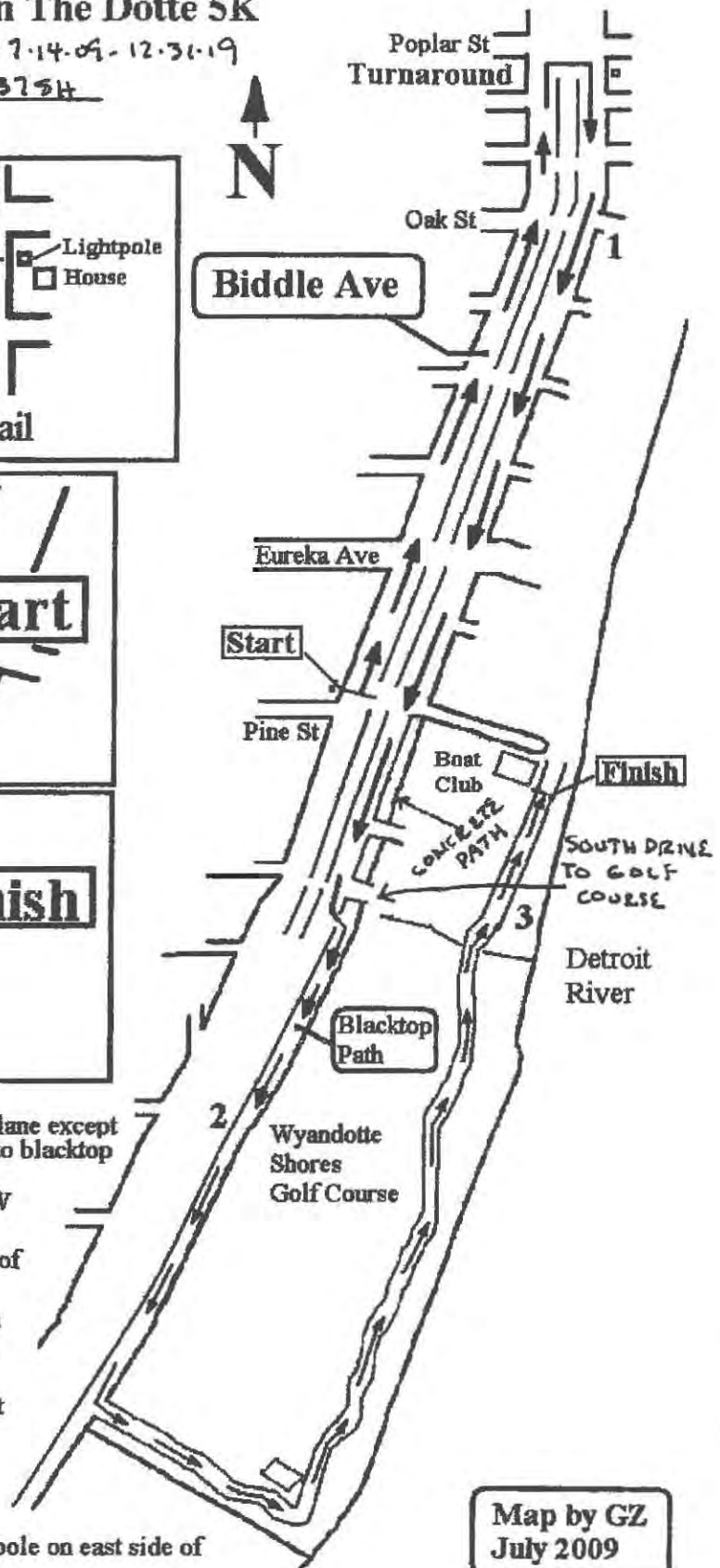
Effective Date: 7-14-09 - 12-31-09

MI090375H



## Notes

1. Runners must keep left of center turn lane except to crossover at turnaround and move to blacktop path when along the Golf Course.
2. Start Line is at Large Lightpole at NW corner of Biddle and Pine St.
3. Turnaround is at Lightpole just north of 2533 Biddle on east side of Biddle.
4. Finish Line is at the American Legion flagpole adjacent to path across from south side of Wyandotte Boat Club.
5. Mile Mark 1 is at SE corner of Oak at Biddle Ave.
6. Mile Mark 2 is on path along Golf Course across from entry door at 4120 Biddle.
7. Mile Mark 3 is across from 2nd lightpole on east side of path north of Golf Course "gate".

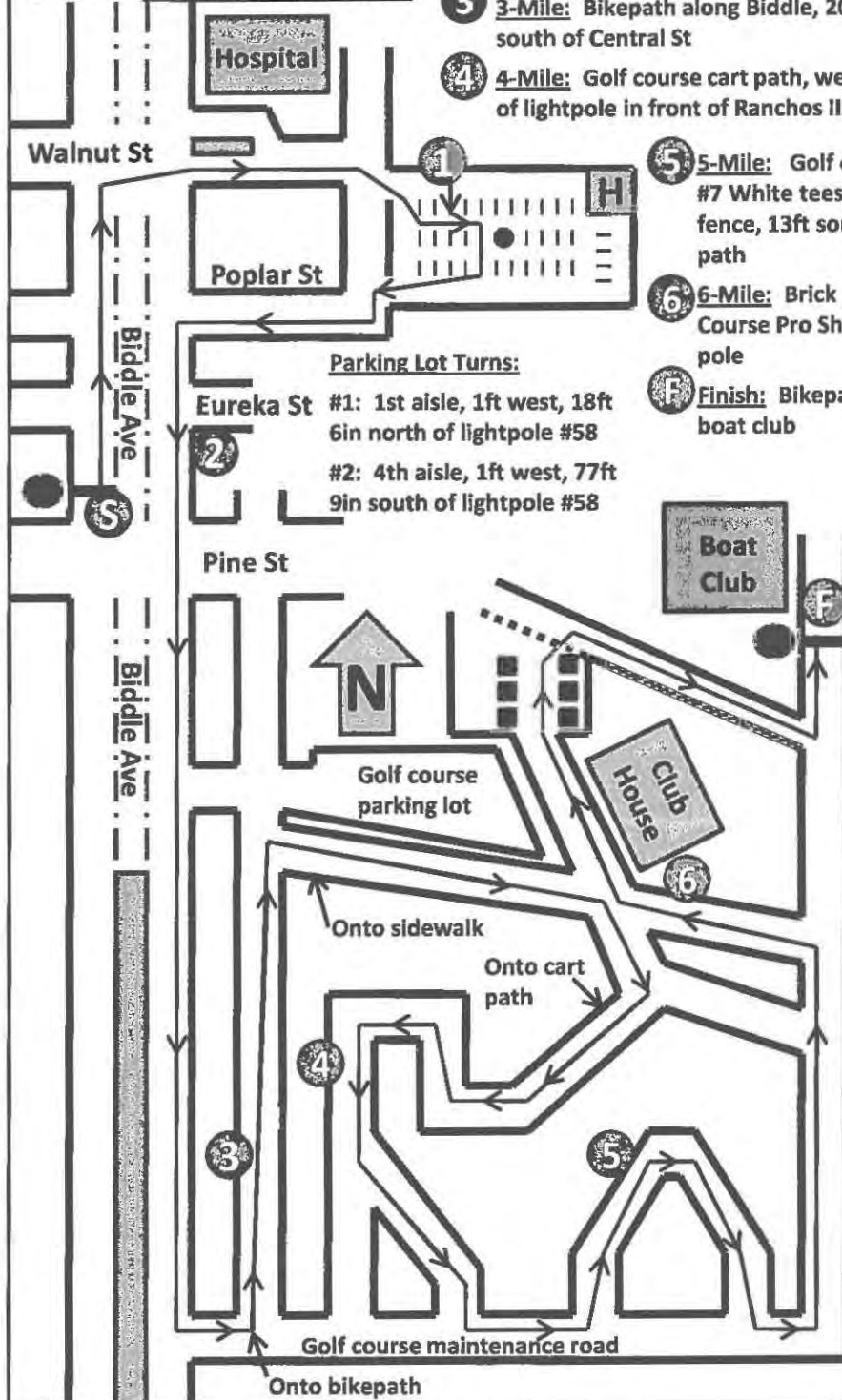


Map by GZ  
July 2009

# Blitzen The Dotte 10K Wyandotte, Michigan

USATF Certification MI12064SH

Effective 11-14-12 to 12-31-22

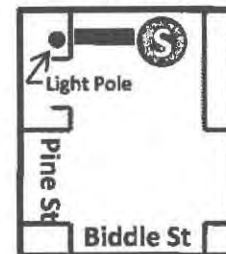


- S** Start: Biddle Ave, west side, at first lightpole north of Pine St
- 1** 1-Mile: East hospital parking lot, 2nd (w-e) aisle, 12 spots from west end (98ft west of lightpole #58)
- 2** 2-Mile: Biddle Ave, 51ft 4in south of light pole at southeast corner of Eureka
- 3** 3-Mile: Bikepath along Biddle, 20ft north of 2nd lightpole south of Central St
- 4** 4-Mile: Golf course cart path, west side of Hole #3, 54ft north of lightpole in front of Ranchos II restaurant
- 5** 5-Mile: Golf course cart path, west of Hole #7 White tees, just north of boundary fence, 13ft south of sprinkler head along path
- 6** 6-Mile: Brick path, south side of Golf Course Pro Shop entrance, 14ft east of light pole
- F** Finish: Bikepath, at flagpole, in front of boat club

## Parking Lot Turns:

- #1:** 1st aisle, 1ft west, 18ft 6in north of lightpole #58
- #2:** 4th aisle, 1ft west, 77ft 9in south of lightpole #58

## START LINE:



## LANE

### RESTRICTIONS:

- Northbound Biddle: Keep left of center turn lane.
- Southbound Biddle: Far left lane only



**MAP NOT  
TO SCALE**

Course Measurement  
completed by: Joe Baldwin

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** July 25<sup>th</sup> 2016

**AGENDA ITEM #** **12b**

**ITEM:** Special Event Application – New Destiny Church Event

**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 New Destiny Church to use Memorial Park for a back to school rally to take place August 27<sup>th</sup> 2016 from 12 – 4 pm. Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the group/company. This means any trash, spills; broken items will need to be cleaned during the event. This event has been reviewed and approved by Police Chief, Recreation Superintendent, and Department of Public Service provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement created by the Department of Legal Affairs. (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 sidewalks and property for their event held August 27<sup>th</sup> 2016.

**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 Events Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS**

Special Event Application  
Letter



**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: July 25<sup>th</sup> 2016

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 sidewalks and property for the event held August 27<sup>th</sup> 2016 from 12 – 4 pm.. Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the group/company. This means any trash, spills; broken items will need to be cleaned during the event. This event has been reviewed and approved by Police Chief, Recreation Superintendent, and Department of Public Service provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement created by the Department of Legal Affairs.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

**YEAS**

**COUNCIL**

**NAYS**

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

# 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: 08/27/2016 Times: 12p-4p

Name of Applicant: Desmond Cheatham

Name of Business or Organization: New Destiny Church

Type of legal entity of your business/organization: Religious

Name of individual authorized to sign documents on behalf of your business/organization: Desmond Cheatham

Address: 2957 11th Street Wyandotte, MI 48192

Email: Pastordez@yahoo.com Cell Phone: 248-688-4636

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: Pulaski Park or park City deems suitable for event

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

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

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. No Electrical required

**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.

My name is Desmond Cheatham, I'm a Pastor in the city of Wyandotte, I had the opportunity to speak with the supt of Wyandotte Public schools in regards to adopting a school for our back to school rally. We have been partnered with Washington elementary school and have had several communications with their principal.

We are looking to hold a back to school event on August 27th 2016 from 12-4pm and was interested in using one of Wyandottes parks to have the event due to the large population of students at the school which comes to about 400 students.

The event will consist of passing out school supplies, food and some games and possibly a bounce house for the children to enjoy. We are interested in finding out what is the process for getting the use of a park for the event as I called yesterday and spoke with one of your staff and she advised us that you would be the person to email and speak with. I look forward to hearing from you and i may be contacted via phone @ 248-688-4636 or by email.

Thank you,  
Desmond Cheatham



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** July 25<sup>th</sup> 2016

**AGENDA ITEM #** **12c**

**ITEM:** Special Event Application – Wyandotte Yacht Club – Hayrides

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

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

**BACKGROUND:** Please see the attached letter and application from the Wyandotte Yacht Club requesting permission to hold their annual hayride, Saturday, October 29<sup>th</sup>. The below are the area in which the hayride will take place.

- The group will be taking a trailer from Silver Shores Marina and travel to Brooklyn's followed by Captains, then Firehouse and return to Silver Shore Marina. They have been doing this event for multiple years and will be sure to follow all of the appropriate traffic laws as well as not disrupt normal traffic. They have a caution light on the lead truck that will be pulling the wagon as well as a vehicle following the wagon.

This event has been reviewed and approved by the Police Chief, Fire Chief, Recreation Superintendent and DPS Superintendent pending the signing of a hold harmless agreement Wyandotte Yacht Club representative.

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

**ACTION REQUESTED:** It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held October 26<sup>th</sup>.

**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:**

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:**

Special Event Application/Letter

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: July 25<sup>th</sup> 2016

RESOLUTION by Councilman\_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the event held October 29<sup>th</sup>, 2016.

I move the adoption of the foregoing resolution.

MOTION by Councilmen\_\_\_\_\_

Supported by Councilman\_\_\_\_\_

**YEAS**

**COUNCIL**

**NAYS**

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell



# Wyandotte Yacht Club

*Post Office Box 274  
Wyandotte, MI. 48192  
[wyandotteyachtclub.com](http://wyandotteyachtclub.com)*

July 01, 2016

Heather A. Thiede  
Special Events Coordinator  
Department of Recreation, Leisure and Culture  
2624 Biddle Avenue  
Wyandotte, Michigan 48192  
Phone – 734-324-4502 Fax – 734-324-7283  
[www.wyandotte.net](http://www.wyandotte.net) [www.wyandottestreetartfair.org](http://www.wyandottestreetartfair.org)

Dear Ms. Thiede and City Council:

The purpose of this letter is to again request approval for Wyandotte Yacht Club to hold our annual Hayride Event through the streets of Wyandotte. We have held this event for around 12 years. The date we would like is October 29, 2016 between the hours of 4:00 pm and 10:30 pm. Enclosed is a check for \$50.00 made out to the City of Wyandotte.

We will be leaving at Silver Shore Marina and travel to Brooklyn's, followed by Captains, then Firehouse and return to Silver Shore Marina. We will observe all traffic signals and will have everyone sign a City issued hold harmless agreement. We also have a caution light on the lead truck that is pulling the wagon as well as a vehicle following the wagon.

Sincerely yours,  
Robert Spicer

Rear Commodore  
Wyandotte Yacht Club



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** July 25<sup>th</sup> 2016

**AGENDA ITEM #** **12d**

**ITEM:** Special Event Application - RHS Downriver Fanfare

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

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

**BACKGROUND:** The Roosevelt High School Marching Band "Tag Days" will be held July 29<sup>th</sup> from 9 a. - 9 pm and August 19<sup>th</sup> from 9 am to 10 pm along Biddle Avenue and adults to stand at Biddle and Eureka Road. This event has been reviewed and approved by the Police Chief, Fire Chief, Recreation Superintendent and DPS Superintendent pending the signing of a hold harmless agreement created by the Department of Legal Affairs by the School District representative. It is also requested that any adults working in the intersection of Eureka and Biddle are wearing the required reflective safety vest.

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

**ACTION REQUESTED:** It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held October 6<sup>th</sup>.

**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 Events Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS**

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: July 25<sup>th</sup> 2016

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Events Coordinator to approve the use of city sidewalks, streets and property for the event held July 29<sup>th</sup> and

August 19<sup>th</sup> 2016. The Roosevelt High School Marching Band "Tag Days "will be held July 29<sup>th</sup> from 9 a, - 9 pm and August 19<sup>th</sup> from 9 am to 10 pm along Biddle Avenue and adults to stand at Biddle and Eureka Road. This event has been reviewed and approved by the Police Chief, Fire Chief, Recreation Superintendent and DPS Superintendent pending the signing of a hold harmless agreement created by the Department of Legal Affairs by the School District representative. It is also requested that any adults working in the intersection of Eureka and Biddle are wearing the required reflective safety vest.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell



Theodore Roosevelt High School  
Instrumental Music Department

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Mark D'Angelo, Director  
<http://music.wyandotte.org>  
734-759-5236

City of Wyandotte  
c/o Heather Thiede  
3200 Biddle Ave.  
Wyandotte, MI 48192

Dear City Officials;

The Roosevelt High School Marching Band, known as the "Wyandotte Marching Chiefs" are grateful to the City of Wyandotte and it's officials, especially, Mayor Joe Peterson for providing fundraising opportunities to our program and it's students.

For the past several years one of these fundraisers has been our summer community donation drives, known as "TAG DAYS." During the *Tag Day* fundraiser, student members of the RHS Marching Band stand along Biddle Avenue wearing Marching Band shirts and accept donations for the band, along with some small music performances. In addition, a few adults have stood in the intersection of Biddle & Eureka to ask for donations on behalf of the band program. The patrons are given a special "tag" receipt showing the event schedule for the Wyandotte Marching Chiefs.

**We are asking the permission of the City of Wyandotte for the RHS Music Department to hold these same fundraisers this Summer on July 29' 2016 from 9am – 9pm, and August 19' 2016 from 9am – 10pm. Adult supervision will be provided during all fundraisers.**

Thank you for your consideration.

Sincerely,

*Mark D'Angelo*

Mark D'Angelo  
Director of Instrumental Music  
Roosevelt High School  
540 Eureka Rd  
Wyandotte, MI 48192  
734-759-5236



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** August 8<sup>th</sup> 2016

**AGENDA ITEM #** **12e**

**ITEM: Special Event Application –Music in the Park**

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

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

**BACKGROUND:** The City of Wyandotte has strong commitment to our citizens. On August 18<sup>th</sup> and 25<sup>th</sup> 2016, we would like to have permission to continue the following event.

1. Music in the Park – the use of the Bishop Park pavilion and park area from 5 pm to 8 pm Thursday 18<sup>th</sup> and 25<sup>th</sup> 2016

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

**ACTION REQUESTED:** Adopt a resolution to concur with the above recommendation

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

285.225.925.730.812 – Donations to pay for any bands (if they are not free)

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*SDrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:**

*JMP*

**LIST OF ATTACHMENTS**

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: August 8<sup>th</sup> 2016

RESOLUTION by Councilman \_\_\_\_\_

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

Permission to continue the following event.

1. Music in the Park – the use of the Bishop Park pavilion and park area from 5 pm to 8 pm Thursday  
18<sup>th</sup> and 25<sup>th</sup> 2016

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

VanBoxell

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** August 8<sup>th</sup> 2016

**AGENDA ITEM #** **12f**

**ITEM: Special Event Application – Our Lady of the Scapular – August Event**

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

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

**BACKGROUND:** Our Lady of the Scapular events will take place on August 26<sup>th</sup> – August 28<sup>th</sup> 2016. The group is looking to request the below:

- Utilize the parking lot on the South East corner and the North corner of 9<sup>th</sup> and Vinewood for Parking Friday, August 26<sup>th</sup> – August 28<sup>th</sup> 2016. It will be fenced off and cleaned after the festival.
- The surrounding streets to be closed off to automobile traffic during August 26<sup>th</sup> – August 28<sup>th</sup> 2016. Times:
  - Friday August 26<sup>th</sup> – 4 pm – 11 pm
  - Saturday August 27<sup>th</sup> 1 pm – 11 pm
  - Sunday August 28<sup>th</sup> 1 pm – 11 pm
- Permission to make Pope John Paul II Ave a one way street during the Parish Festival on Friday August 26<sup>th</sup> – August 28<sup>th</sup> 2016.

This event has been reviewed and approved by the Police Chief, Recreation Superintendent, DPS Superintendent and Fire Chief and recommends a hold harmless on file from the group to be created by the Department of Legal Affairs.

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

**ACTION REQUESTED:** It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held August 26<sup>th</sup> – August 28<sup>th</sup> 2016.

**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:**

*Drusdale*

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**

*AdP*

**LIST OF ATTACHMENTS:**



Letters

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: August 8<sup>th</sup> 2016

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the event held August 26<sup>th</sup> – August 28<sup>th</sup> 2016.

- Utilize the parking lot on the South East corner and the North corner of 9<sup>th</sup> and Vinewood for Parking Friday, August 26<sup>th</sup> – August 28<sup>th</sup> 2016. It will be fenced off and cleaned after the festival.
- The surrounding streets to be closed off to automobile traffic during August 26<sup>th</sup> – August 28<sup>th</sup> 2016. Times:
  - Friday August 26<sup>th</sup> – 4 pm – 11 pm
  - Saturday August 27<sup>th</sup> 1 pm – 11 pm
  - Sunday August 28<sup>th</sup> 1 pm – 11 pm
- Permission to make Pope John Paul II Ave a one way street during the Parish Festival on Friday August 26<sup>th</sup> – August 28<sup>th</sup> 2016.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell



# *Our Lady of the Scapular Parish*

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976 POPE JOHN PAUL II AVENUE ~ WYANDOTTE, MICHIGAN 48192 ~ (734) 284-9135 ~ FAX: (734) 284-1367

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## *Parafia Matki Bożej Szkaplerznej*

July 19, 2016

The Honorable Joseph R. Peterson  
Mayor of Wyandotte  
3200 Biddle Ave. Suite 300  
Wyandotte, MI  
48192

Dear Mayor Peterson,

This year's Our Lady of the Scapular's Annual Polish Festival will be held on Friday, August 26, Saturday, August 27, and Sunday, August 28, 2016.

As in the past, may we ask to have the Streets surrounding our Parish Grounds to be closed to automobile traffic during these days.

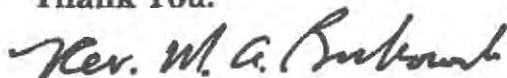
The area involved would be 10<sup>th</sup> Street between Vinewood and Pope John Paul II Avenue (Superior).

The times we would ask for this area to be closed off, would be:

Friday, August 26, 2016 - 4:00PM - 11:00PM  
Saturday, August 27, 2016 - 1:00PM - 11:00PM  
Sunday, August 28, 2016 - 1:00PM - 11:00PM

Please let me know if you will permit us this privilege again this year.

Thank You.



Rev. Mark A. Borkowski  
Pastor



# *Our Lady of the Scapular Parish*

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976 POPE JOHN PAUL II AVENUE ~ WYANDOTTE, MI 48192 ~ (734) 284-9135 ~ FAX: (734) 284-1367

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## *Parafia Matki Bożej Szkaplerznej*

**July 19, 2016**

**The Honorable Joseph R. Peterson  
Mayor of Wyandotte  
3200 Biddle Ave, Suite 300  
Wyandotte, MI  
48192**

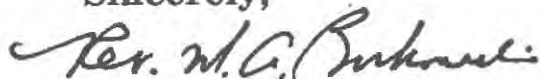
**Honorable Joseph R. Peterson and Council,**

**Our Lady of the Scapular is once again asking to use the lot on South East corner and the North West corner of 9<sup>th</sup> and Vinewood for Parking on Friday, August 26, Saturday, August 27, and Sunday, August 28, 2016**

**As in the past, we will fence it off and clean the area after the Festival.**

**Please let me know if you will permit us this privilege once again this year.**

**Sincerely,**



**Rev. Mark A. Borkowski  
Pastor**





# *Our Lady of the Scapular Parish*

---

976 POPE JOHN PAUL II AVENUE ~ WYANDOTTE, MICHIGAN 48192 ~ (734) 284-9135 ~ FAX: (734) 284-1367

---

*Parafia Matki Boskiej Szkaplerznej*

**July 19, 2016**

**The Honorable Joseph R. Peterson  
Mayor of Wyandotte  
3200 Biddle Ave, Suite 300  
Wyandotte, MI  
48192**

**Honorable Joseph R. Peterson and Council,**

**Our Lady of the Scapular is asking to make Pope John Paul II Ave a one way street during the Parish Festival on Friday, August 26<sup>th</sup> , Saturday, August 27<sup>th</sup> , and Sunday, August 28<sup>th</sup>. We feel that this would help with the flow of traffic and also to avoid any unnecessary accidents.**

**Please let us know if you will permit us this privilege.**

**Sincerely,**



**Rev. Mark A. Borkowski  
Pastor**

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** **August 8**  
**July 25<sup>th</sup> 2016**

**AGENDA ITEM #** **12g**

**ITEM:** **Special Event Applications – Whiskey's on the Water**

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

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

**BACKGROUND:** Below please find the requested date for streets/property the Whiskeys on the Water would like to utilize for their Downriver Taco and Beer special event, October 8<sup>th</sup> 2016 2-10 pm. This event will allow restaurants and businesses to promote their menus and services to patrons of the event while a large part of the proceeds will be donated to the Meals on Wheels program in the Downriver Area. They are asking permission for the following items: (see attached Special Event applications for details)

October 8<sup>th</sup> 2016: Event to take place from 2 to 10 pm with set up early Saturday morning

- Permission to utilize city sidewalks/property
- Permission to utilize half of Parking Lot 1 for the event and other half for business and patron parking
- Please see map for details

If there are any costs for any city staff/material/property for said event, the business/company will be responsible for those fees no later than 14 days after said event date. Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the business/company. This means any glass, spills; broken items will need to be cleaned during the event. The business/company must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial (Please see the attached applications).

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

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

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Approval contingent on meeting the approval of the City Attorney

**LEGAL COUNSEL'S RECOMMENDATION:** Approval contingent on meeting the approval of the City Attorney

**MAYOR'S RECOMMENDATION:** Approval contingent on meeting the approval of the City Attorney

**LIST OF ATTACHMENTS**

Special Event Applications and information sheets

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: July ~~25<sup>th</sup>~~ 2016

**August 8**

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the event held October 8th 2016 contingent on meeting the approval of the City Attorney.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell



# Application for Special Event

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

Date of proposed event: Oct. 8th 2016 Times: 2pm 10pm

Name of Applicant: Josh Cade

Name of Business or Organization: Whiskeys on the ~~water~~ water

Type of legal entity of your business/organization: \_\_\_\_\_

Name of individual authorized to sign documents on behalf of your business/organization: Josha Cade

Address: ~~1223~~ 2903 Biddle

Email: Whiskeysonthewater@gmail.com Cell Phone: 734-626-7713

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: Parking Lot 1 - Downtown Wyandotte

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

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

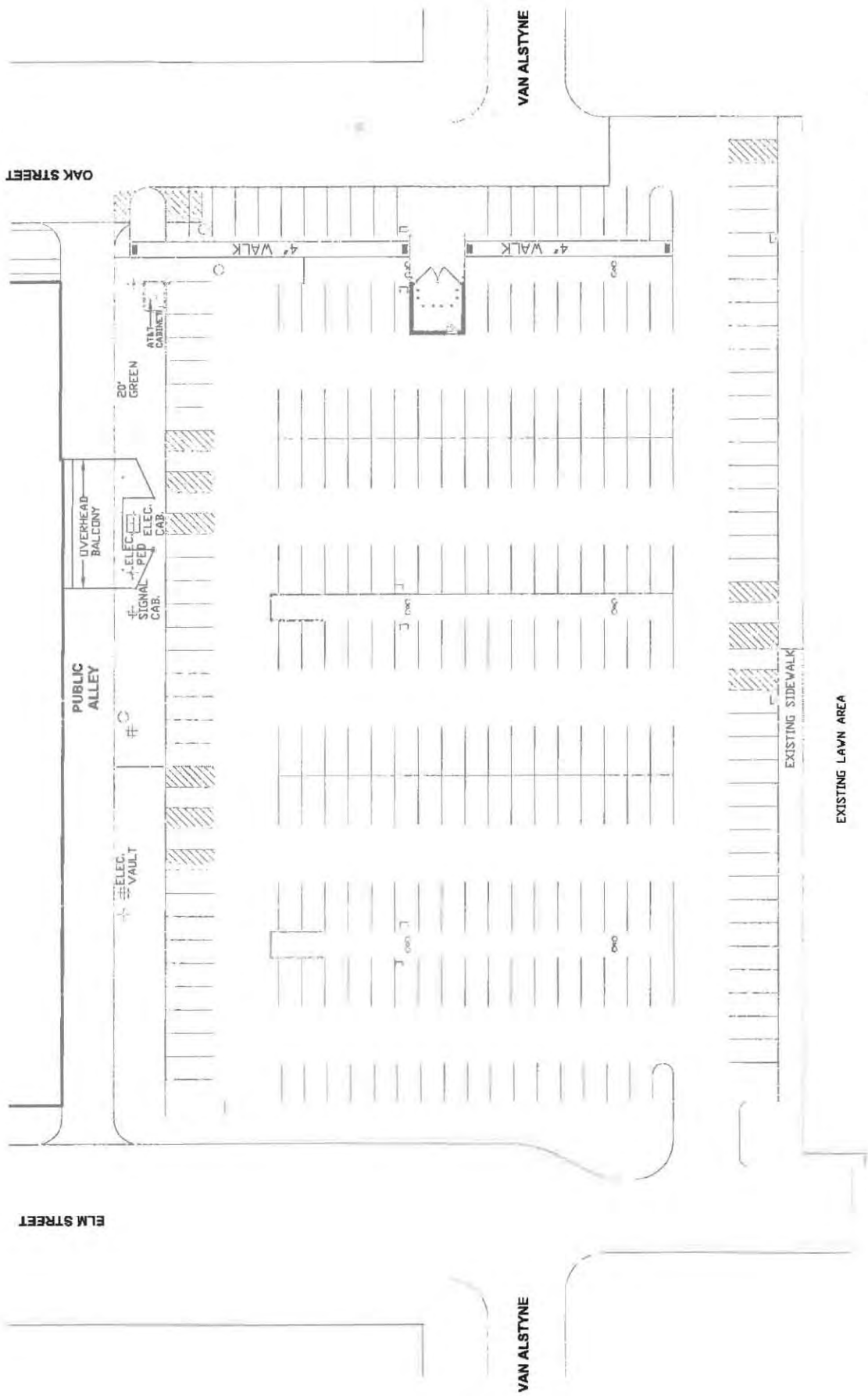
Do you need water hook up for this event? yes

If you will need water hook up, please list where and what the water will be for: food vendors - parking lot 1

**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.



(use entire lot)

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: August 8, 2016

AGENDA ITEM # **13**

**ITEM:** Purchase of a Camera for Inspecting Sewers for the Department of Public Service (DPS)

**PRESENTER:** Mark A. Kowalewski, City Engineer



**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** The Department of Public Service (DPS) is in need of replacing their current camera for the televising of sewers. It is recommended to utilize Telespector Corporation Pipeline Inspection & Repair Systems to purchase this equipment. Telespector Corporation's equipment is directly compatible to the existing video system assuring proper and reliable equipment performance. By purchasing the matching replacement equipment with the same manufacturer there would be no costly modifications to the existing video system. They are a fully equipped facility located in nearby Auburn Hills and will provide the City with local service and support. Therefore, the undersigned is recommending the City purchase one (1) Pan & Tilt Camera from Telespector Corporation of Auburn Hills, Michigan in the amount of \$18,004.05 (see attached quote) as a sole source supplier.

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

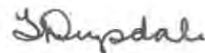
**ACTION REQUESTED:** Approve acceptance of quote from Telespector Corporation, Auburn Hills, Michigan in an amount of \$18,004.05.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Budgeted expense in Sewer Fund – Operation, Maintenance & Replacement 590-200-926-310

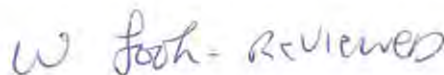
**IMPLEMENTATION PLAN:** Purchase Pan & Tilt Camera and utilize for televising sewers by the DPS.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:**



**LEGAL COUNSEL'S RECOMMENDATION:**



**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:** Quote from Telespector Corporation, pictures of existing trailer and equipment



**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: August 8, 2016

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding purchasing one (1) Pan & Tilt Camera is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council approves the purchase of said camera from Telespector Corporation, Auburn Hills, MI for \$18,004.05 from account no.590-200-926-310.

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	_____
_____	VanBoxell	_____



1460 Opdyke Road • Auburn Hills, MI 48326  
 (248) 373-5400 • Fax (248) 377-2250  
 www.telespector.com

# QUOTATION

Quote Number: 952  
 Quote Date: Aug 1, 2016  
 Page: 1

## Quoted To:

CITY OF WYANDOTTE  
 3200 BIDDLE AVE.  
 WYANDOTTE, MI 48192  
 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
23250114	8/31/16	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00	283.91040	CAMERA-PTZ	12,600.00	12,600.00
1.00	283.91045	CONTROLLER-PTZ CAMERA	1,332.00	1,332.00
1.00	B283.90970	CONNECTOR - PTZ TO TELE 636	258.70	258.70
		PTZ MOUNTING OPTIONS TO 6-WHEEL TRACTOR:		
		OPTION #1		
2.00	70.16568	COLLAR-2PC- 2-5/16 ID-P/T/636	94.35	188.70
2.00	595.05874	SPACER-BLOCK-TELE 636/CAMERA	38.00	76.00
5.00	70.43635	SCREW-1/4-20 X 3-1/2 SOC HD SS	3.43	17.15
5.00	70.43636	SCREW 1/4-20 X 2 1/2 SOC HD SS	1.45	7.25
5.00	70.43615	SCREW-1/4-20 X 1-1/2 SOC HD SS	1.10	5.50
5.00	70.43619	SCREW-1/4-20 X 1/2 SOC HD SS	1.00	5.00
1.00	70.55818	CABLE-LIFT P/T CAMERA	20.00	20.00
2.75	LABOR	REPAIR/INSTALL/DESIGN/FAB/SHOP (MODIFY TRACTOR BODY TO ACCEPT CAMERA MOUNT)	125.00	343.75
		OPTIONS #2		
1.00		CAMERA LIFT - MANUAL	2,900.00	2,900.00
2.00	LABOR	REPAIR/INSTALL/DESIGN/FAB/SHOP (MODIFY TRACTOR BODY TO ACCEPT CAMERA LIFT)	125.00	250.00
Subtotal				18,004.05
Sales Tax				
<b>TOTAL</b>				<b>18,004.05</b>







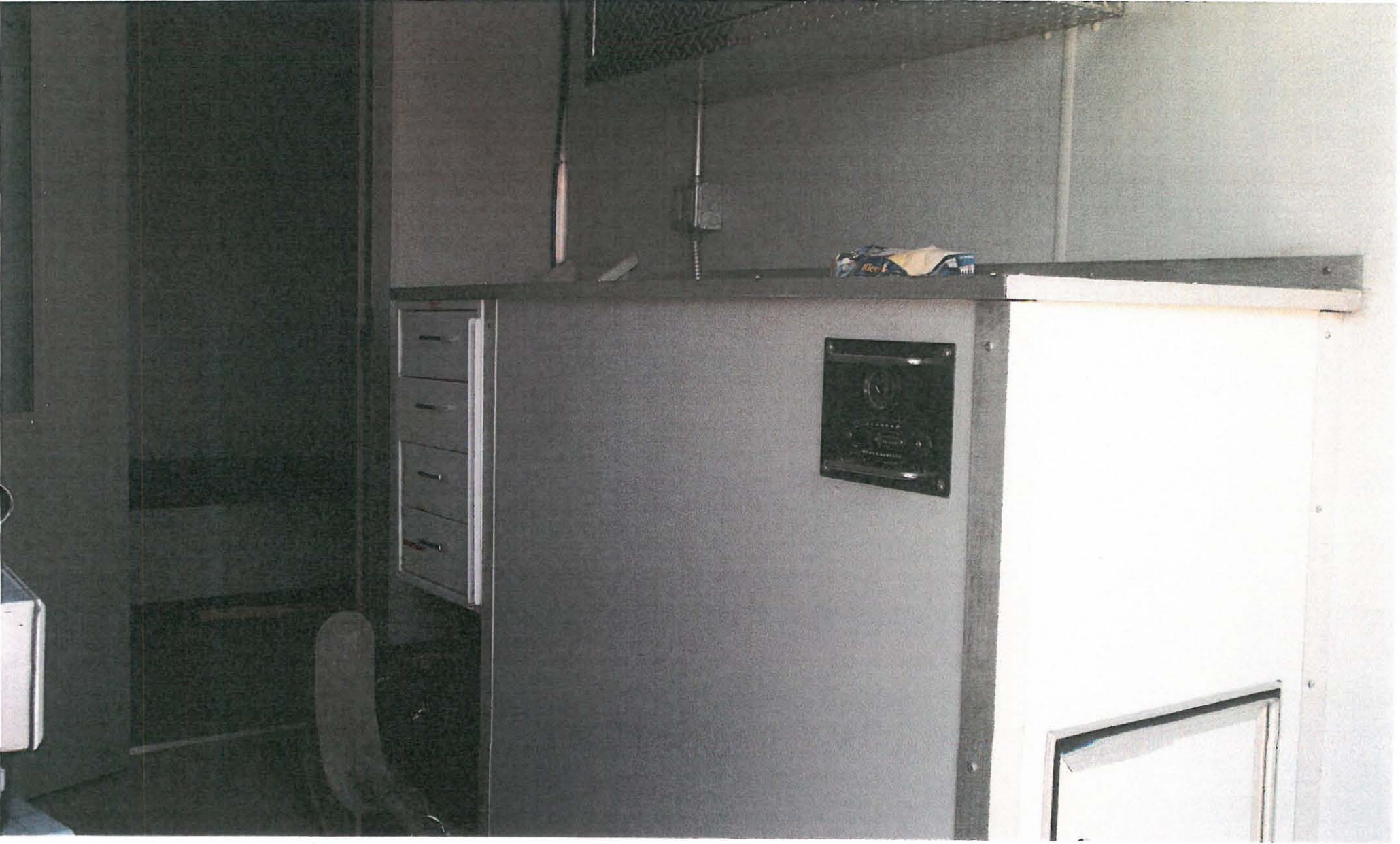
***Pipeline Inspection & Repair Systems***

**Telespector<sup>®</sup>**  
**CORPORATION**















**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** August 8, 2016

**AGENDA ITEM #** **14**

**ITEM:** Purchase of One (1) Riding Lawn Mower for the Department of Public Service (DPS)

**PRESENTER:** Mark A. Kowalewski, City Engineer

*Mark Kowalewski 7-28-16*

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** The Department of Public Service (DPS) is in need of replacing one (1) riding lawn mower. It is recommended to utilize the State of Michigan Procurement Contract No. 071B2200169 with Hustler Turf Equipment of Hesston, Kansas (see attached) with a purchase price of \$10,742.49.

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

**ACTION REQUESTED:** Approve acceptance of quote from Hustler Turf Equipment, Hesston, KS in an amount of \$10,742.49.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 101-448-854-540 DPS-Other Equipment  
\$10,742.49

**IMPLEMENTATION PLAN:** Purchase mower and utilize mower for grass cutting activities at the DPS.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDupdale*

**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:**

*JP*

**LIST OF ATTACHMENTS:** Quote from Hustler Turf Equipment

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: August 8, 2016

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding purchasing one (1) mower is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council approves utilizing the State of Michigan Procurement Contract to purchase from Hustler Turf Equipment, Hesston, KS from local distributor J & R Tractor, LLC Monroe, MI for one (1) mower for \$10,742.49 from account no. 101-448-854-540.

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	_____
_____	VanBoxell	_____





# HUSTLER TURF EQUIPMENT MiDEAL QUOTE FORM CONTRACT NO. 071B2200169

Date:	19-Jul-16	QUESTIONS CONTACT:
QUOTE #:	719Bjod16	Primary: Brian J. O'Donnell
Customer:	Dave	- Phone: 630.669.3070
Name:	City of Wyandotte	- email: bodonnell@excelii.com
Address:	4201 13th Street	Dealer # 102322
City,State:	Wyandotte, MI	Dealer: J & R Tractor, LLC (Monroe)
Zip	48192	Primary: Chris Parker
Phone:	734-324-4587	- Phone: 734-241-3232
Email:		email: chris.parker@jandrtractor.com

QTY	Part Number	Description	Current MSRP	Total	Less %
1	935023	Hustler Super Z 60" RD with EFI Koh	\$14,439.00	\$14,439.00	\$10,540.47
1	603167	Flex Fork (2 forks)	\$259.00	\$259.00	\$202.02
			\$14,698.00	\$14,698.00	\$10,742.49
			FREIGHT		\$0.00
			TOTAL		\$10,742.49

We are pleased to quote you the following prices. These are subject to your acceptance within 30 days. After that date, this quotation is no longer valid.

Please make PO out to:

Hustler Turf Equipment  
200 S. Ridge Rd  
Hesston, KS 67062

email to: bodonnell@excelii.com or fax 630-323-5118

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 18, 2016

AGENDA ITEM # **15**

**ITEM:** Request for Outdoor Café at 116 Oak

**PRESENTER:** Stan Pasko, Vice Chairperson

**INDIVIDUALS IN ATTENDANCE:** Stan Pasko, Vice Chairperson

**BACKGROUND:** The City received a request from Dotte Pub, 116 Oak, to move their outdoor café adjacent to their building. The Planning Commission held the required public hearing on June 23, 2016, wherein the outdoor café layout was reviewed. The Planning Commission received comments from the Police Chief, Fire Chief, and City Engineer. The Planning Commission has approved this use contingent upon City Council approval for usage of the public property. Please see the attached adopted Resolution.

Further, since the outdoor café is on City owned property a Grant of License and Hold Harmless Agreement and Insurance would be required.

**STRATEGIC PLAN/GOALS:** The City is committed to making the downtown a destination of choice for residents throughout Southeast Michigan by encouraging existing businesses to expand.

**ACTION REQUESTED:** Concur with recommendation provided a Grant of License, Hold Harmless and Insurance is received and approved by the City.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** Execute Grant of License and Hold Harmless and receive Insurance Certification

**COMMISSION RECOMMENDATION:** Approved by Planning Commission June 23, 2016

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:** Grant of License reviewed by W. Look

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:** Minutes, Site Plan and Resolution from the Planning Commission, letter from City Engineer and Grant of License and Hold Harmless Agreement.



## RESOLUTION

Date: July 18, 2016

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the Planning Commission to grant the request of Dotte Pub, 116 Oak for an outdoor café in conjunction with said business at 116 Oak with the following conditions:

1. The outdoor café is subject to all conditions applicable to an outdoor café in the Central Business District (CBD) Zoning District, Special Land Uses, 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. Outdoor café to be constructed in accordance with the site plan submitted by Owner indicated as drawings by Kret's Classic Kitchens & Construction with final revision dated May 31, 2016.
3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
4. Compliance with all Police, Fire and City Engineer requirements attached. Planter boxes to be approved by the City Engineer.
5. Use of the outdoor café shall be allowed from 7:00 a.m. to Midnight from March 15 through October 31.
6. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
7. Umbrellas to have name of establishment on the drip-tee only, no logo's for products.
8. Fence to be black decorative metal.
9. Table detail to be black metal or plastic with matching chairs.
10. This outdoor café shall be relocated at the same time as the outdoor cafe at 126 Oak Street.

AND BE IT FURTHER RESOLVED that a Grant of License and Hold Harmless Agreement approved by the Department of Legal Affairs is executed by the Property Owners of Dotte Pub and Tenant(s) and liability insurance, liquor liability and property damage coverage naming the City as additional insured and in a form and amount that is approved by the City, shall be submitted to the City 20 days in advance of opening the café; AND

WHEREAS, the City is currently in the process of reviewing pending Outdoor Café Applications; AND

WHEREAS Dotte Pub has agreed to limit the approval for 2016 only and acknowledges it would be required to renew this request annually with the City of Wyandotte.

WHEREAS, the Mayor and City Clerk be authorized to execute the Grant of License as prepared by the City Attorney.

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	_____
_____	VanBoxell	_____



Mr. Kret indicated that the outdoor café would be located in the green space area adjacent to the brick pavers. The café would be fenced in on all sides, with tables and chairs.

Vice-Chairperson Pasko stated that he felt it was a nice layout.

Commissioner Benson asked if the grass area would be leveled out.

Mr. Kret indicated that it would be leveled and with proper drainage.

Commissioner Mayhew indicated that the City might have sprinkler heads in that area that would need to be maintained.

Mr. Kret indicated that he would make sure there was no damage to the City's sprinklers in that area.

Commissioner Mayhew asked if there was going to be an attendant present in the cafe area.

Ms. Goreta indicated that there would be.

Vice-Chairperson Pasko asked if there was anyone else present who wishes to speak about this public hearing.

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

Communications were received regarding this request and read into the record.

---

**PUBLIC HEARING # 515** - Request from Dotte Pub (Appellant and Owner) for a Certificate of Occupancy to move an outdoor café on public property at 116 Oak, Wyandotte, Michigan. The property is located in CBD Zoning District where the proposed café conflicts with Section 2202.S.2.

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

Mark Hayes, representative for the owner, present.

Mr. Hayes indicated that they are just planning to move the café and attach the fence to the building. Mr. Hayes further stated that the walkway would be better for the pedestrians.

Vice-Chairperson Pasko asked if this was going to be just like Captain's café which has already been approved.

Mr. Hayes stated yes and it would be same type of fence.

Commissioner Benson indicated that the current ordinance requires the entrance from the building and this request indicates that the entrance is from the street.

Mr. Hayes indicated that there is only 1 door to enter the building and the café would be on each side of this door. Mr. Hayes indicated further that there is no way to have another entrance.

There was a discussion regarding the current ordinance and the entrances for outdoor café.

Mr. Tallerico stated that you could argue that the entrance is from the building and from the sidewalk.

Vice-Chairperson Pasko indicated that they could not redesign this café and it was the Planning Commission that recommended this café and Captains be moved so it was attached to the buildings.

Commissioner Duran asked if there was going to be a gate.

Mr. Hayes indicated there would be no gate.

Vice-Chairperson Pasko asked if there was anyone else present who wishes to speak about this public hearing.

There being none, the public hearing was closed.

Communications were received regarding this request and read into the record.

---

**PUBLIC HEARING** – To consider amendments to the City of Wyandotte Zoning Ordinance regarding Special Land Use – Outdoor Café.

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

Mr. Bruce Yinger, 117 Chestnut. Mr. Yinger indicated that he reviewed the proposed changes and feels that some of the changes should help. However, Mr. Yinger feels that the occupancy should be addressed. Mr. Yinger feels that occupancy should be determined on how many seats not allowing standing. Also, Mr. Yinger asked if smoking was allowed in the outdoor café or if that is part of the bar and should not be allowed.

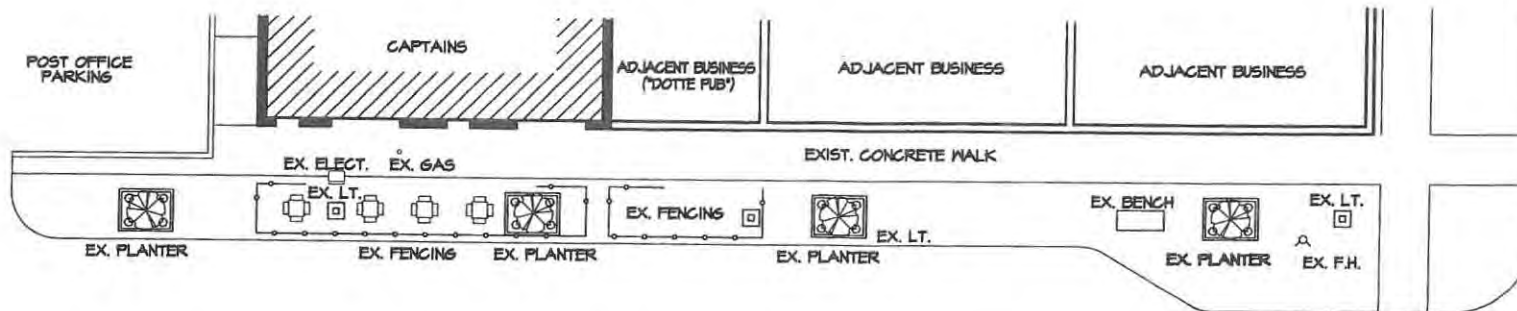
Mr. Yinger continued that last call should be 30 minutes before the outdoor area closes so that will allow for all to leave in a timely manner by midnight. Mr. Yinger indicated that he sees people stay longer than midnight and changing last call could help with that.

Corki Benson, read a communication which had suggestions. The communication is attached and made part of the record.

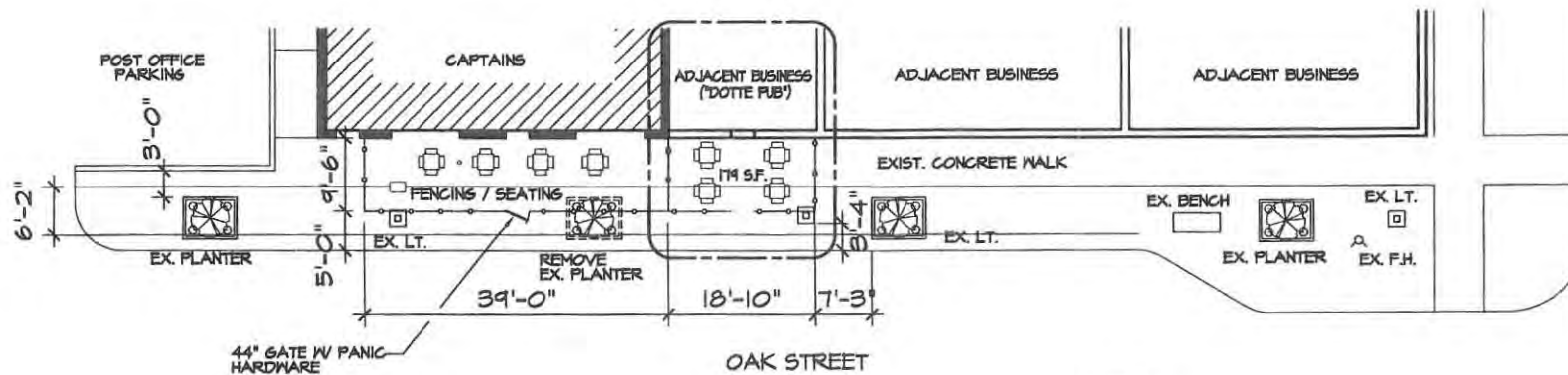
Joe Gruber, DDA Director read a communication which suggested the hours of operation be changed to 2:00 a.m. The communication is attached and made part of the record.

Dean Robinett, Attorney for Captains. Mr. Robinett indicated that he agrees with the change with the decibel levels and realistically in this area is a good thing. Mr. Robinett asked if the Commission would consider changing the hours for the café to 2:00 a.m. to be consistent with LCC for the inside bar area.





**EXISTING STREETSCAPE PLAN**  
 1/16" = 1'-0"



**PROPOSED STREETSCAPE PLAN**  
 1/16" = 1'-0"

Approved by  
 PC 6/23/16



RESOLUTION PLANNING COMMISSION  
JUNE 23, 2016

RESOLUTION BY COMMISSIONER LUPO

SUPPORTED BY COMMISSIONER BENSON

RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, that Special Approval #515 – request by Dotte Pub (Owner and Appellant) for:

A Certificate of Occupancy for an Outdoor Café at 116 Oak, Wyandotte, Michigan

Be hereby approved contingent upon City Council approval 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 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 in the Central Business District (CBD) Zoning District, Special Land Uses, 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. Outdoor café to be constructed in accordance with the site plan submitted by Owner indicated as drawings by Kret's Classic Kitchens & Construction with final revision dated May 31, 2016.
3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
4. Compliance with all Police, Fire and City Engineer requirements attached. Planter boxes to be approved by the City Engineer.
5. Use of the outdoor café shall be allowed from 7:00 a.m. to Midnight from March 15 through October 31.
6. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
7. Umbrellas to have name of establishment on the drip-tee only, no logo's for products.
8. Fence to be black decorative metal.
9. Table detail to be black metal or plastic with matching chairs.
10. This outdoor café shall be relocated at the same time as the outdoor cate at 126 Oak Street.
11. Applicant shall apply for a variance from the Zoning Board of Appeals to Section 2202.S.3 for outside entrance of café.

YES: Adamczyk, Benson, Duran, Lupo, Mayhew, Pasko, Rutkowski

NO: None

ABSENT: Krimmel, Parker

MOTION PASSED

**OFFICIALS**

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Sheri Sutherby Fricke  
Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Kevin VanBoxell

July 6, 2016

The Honorable Mayor Joseph R. Peterson  
And City Council Members  
City Hall  
Wyandotte, Michigan

Dear Mayor Peterson and Council Members:

At the June 23, 2016, Planning Commission meeting regarding the Outdoor Café at 116 Oak, questions were raised by a Commissioner as to whether a portion of Section 2202.S.3 of the Special Land Use Ordinance for Outdoor Cafes was being applied correctly. This sentence states, "If alcohol is served, entrance to the outdoor café is required to be from inside the building". There have been numerous cafe's approved that entrance is not from inside the building. Therefore, as part of the Ordinance update for outdoor cafes I recommend the following. This sentence be removed from the ordinance.

In addition, the Planning Commission recommendation item #11 states, "Applicant shall apply for a variance from the Zoning Board of Appeals to Section 2202.S.3 for outside entrance of café". I recommend the City Council approve the outdoor café without this requirement.

Also, the following sentence should be added to 2202.S.6, "Consideration for approval for use of any public area shall be limited to public property that is situated within the extended property boundaries of property owned by the applicant". Further, the City's Insurance Carrier recommends that "Liquor Liability Coverage" be added to the first sentence of Section 2202.S.5.

The changes are incorporated into the redlined document.

Very truly yours,

Mark A. Kowalewski  
City Engineer



3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
4. Use of the outdoor café shall be allowed from 7:00 a.m. to 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. Applicant to pay all costs to the City of Wyandotte, Department of Public Service for providing and removing temporary reflective tape as indicated on lane marking plans and placing permanent pedestrian crossing sign.

YES: Adamczyk, Benson, Duran, Lupo, Mayhew, Pasko, Rutkowski

ABSENT: Krimmel, Parker

MOTION PASSED

- 3. PUBLIC HEARING #515** - Request from Dotte Pub, Dan Helka, owner and appellant, for a Certificate of Occupancy to move the outdoor café at 116 Oak, Wyandotte, Michigan in a CBD Zoning District, which conflicts with Section 2202.S.2 of the City of Wyandotte Zoning Ordinance.

MOTION BY COMMISSIONER LUPO, Supported by Commissioner Benson, that Special Approval #515 – request by Dotte Pub (Owner and Appellant) for a Certificate of Occupancy for an Outdoor Café at 116 Oak, Wyandotte, Michigan, be hereby approved contingent upon City Council approval 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 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 in the Central Business District (CBD) Zoning District, Special Land Uses, 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.
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7. Umbrellas to have name of establishment on the drip-tee only, no logo's for products.
8. Fence to be black decorative metal.
9. Table detail to be black metal or plastic with matching chairs.



10. This outdoor café shall be relocated at the same time as the outdoor cafe at 126 Oak Street.
11. Applicant shall apply for a variance from the Zoning Board of Appeals to Section 2202.S.3 for outside entrance of café.

YES: Adamczyk, Benson, Duran, Lupo, Mayhew, Pasko, Rutkowski

NO: None

ABSENT: Krimmel, Parker

MOTION PASSED

4. **PUBLIC HEARING** – To consider amendments to the City of Wyandotte Zoning Ordinance Article XXII Special Land Uses, Section 2201 General Provisions Sub-Section H Revoke Special Land Use and Section 2202 Special Land Use Designated Sub-Section S Outdoor Cafes.

The Commission reviewed each Section of the proposed changes to Article XXII- Special Land Uses, Section 2202 Special Land Use Designated Sub-Section S Outdoor Cafes and the following was determined:

**Section 2202.1** Change to: The permitted hours of operation are from 7:00 a.m. to 12 midnight Monday, Tuesday, Wednesday, Thursday and Sunday and 7:00 a.m. to 2:00 a.m. Friday and Saturday only in the CBD District and 10:00 a.m. to 12 Midnight Monday, Tuesday, Wednesday, Thursday and Sunday and 10:00 a.m. to 2:00 a.m. Friday and Saturday only in the RU and B-2 Districts. All of changes to this section are approved as presented.

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Mayhew to approve the permitted hours of operation Section 2202.S.1.

YES: Adamczyk, Duran, Lupo, Mayhew, Pasko, Rutkowski

NO: Benson

ABSENT: Krimmel, Parker

MOTION PASSED

**Section 2202.2** – All proposed changes were accepted and approved.

**Section 2202.3** – All proposed changes were accepted and approved.

**Section 2202.4** – All proposed changes were accepted and approved.

**Section 2202.5** – All proposed changes were accepted and approved.

**Section 2202.6** – All proposed changes were accepted and approved.

**Section 2202.7** – All proposed changes were accepted and approved.

**Section 2202.8** – All proposed changes were accepted and approved.

**Section 2202.9** – All proposed changes were accepted and approved.

**Section 2202.10** – All proposed changes were accepted and approved.

## GRANT OF LICENSE

CITY OF WYANDOTTE, a Michigan Municipal corporation, and its successors, hereinafter called the GRANTOR, and C.O. Management Services, Co., Edinger Apartments, 23933 Vreeland Road, Flat Rock, Michigan, and its successors, hereinafter called the LICENSEE, enter into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, subject to the following conditions:

1. The GRANTOR owns the real estate south of 116 Oak, more particularly described as: 80 foot wide public street, respectively, abutting west 19.5 feet of Lot 9, blocks 69, Plan of Pt of Wyandotte, T3S R11E., L57 Page 5 WCR. The outdoor café will occupy the area south of 116 Oak, as shown on the attached site plan Exhibit A which includes portions of sidewalk and northern portion of Oak Street Right-of-Way. The LICENSEE owns the real property at 116 Oak. 57-011-06-0009-000.
2. The GRANTOR grants to the LICENSEE, and it assigns, the right to construct, operate and maintain an outdoor café on the north 80 foot wide public street right-of-way and in conjunction with 116 Oak, Wyandotte, and the LICENSEE is required to maintain and keep in good repair said area and in accordance with all requirements of Grantor's Zoning Ordinance and all conditions of the Special Land Use Approval of the Grantor's Planning Commission. The LICENSEE shall use methods in constructing, operating and maintaining the outdoor café that will not cause any damage to the premises and the premises described below shall be maintained by LICENSEE so that it will promote and protect the public health, safety, general welfare, and appearance of the premises and insure the premises will be reasonably safe and convenient for public travel and for licensee's patrons. The LICENSEE'S café will consist of tables and chairs and be in accordance with the outdoor café plan approved by the Planning Commission on June 23, 2016.
3. LICENSEE'S outdoor café shall only occupy that part of the above described property.
4. Tables and chairs and any other objects provided with the café shall be of quality design, materials, and workmanship both to insure the safety and convenience of users and to enhance the visual and aesthetic quality of the urban environment. When the associated establishment and the sidewalk café are not open for daily use, all furnishings and fixtures shall be removed from public property or stored in a manner approved by GRANTOR. All apparatuses for the outdoor café shall be removed by the expiration date of October 31, 2016, and the sidewalk and Right-of-Way will be restored to the condition that existed prior to the placement of the outdoor café. The outdoor café may be utilized from March 15 to October 31 in accordance with the City of Wyandotte Zoning Ordinance, Article XXII, Section 2202.S.1.- 10.
5. The GRANTOR reserves the right from the date hereof, an easement on, over, under, across, and within said property for the purpose of construction, operating, maintaining, and repairing existing and future public utilities, sewers, water mains, gas mains and drains. The GRANTOR also reserves the same rights for Michigan Consolidated Gas Company, and Michigan Bell Telephone Company, their successor and assigns.
6. In consideration of the GRANTOR providing their Grant of License, the LICENSEE agrees to execute a Hold Harmless Agreement indemnifying the GRANTOR from all liability arising out of their Grant of License and GRANTOR shall be named as an additional insured party on LICENSEE'S premises liability insurance and Liquor Liability Coverage.
7. If the GRANTOR directs LICENSEE to make any modifications to the above premises to promote and protect the public health, safety, general welfare and appearance of the premises and insure the premises will be reasonably safe and convenient for public travel, LICENSEE agrees to do modifications at its own cost immediately.
8. This Grant of License may not be assigned by the LICENSEE without prior written approval of the GRANTOR.
9. License shall comply with dBA levels set forth in the Outdoor Café Requirements of the City's of Wyandotte Zoning Ordinance for Special Land use.

[signatures on next page]



GRANT OF LICENSE  
PAGE 2

10. The License is subject to revocation as authorized by Law and pursuant to the City of Wyandotte zoning Ordinance if it is determined by Grantor that the Grantee is not in compliance with the Standards of the City of Wyandotte Zoning Ordinance.
11. The License expires on October 31, 2016.
12. Any Tenant of the Licensee must also execute this Grant of License and comply with all of the terms contained in this License.

Witnesses:

GRANTOR: City of Wyandotte

\_\_\_\_\_

\_\_\_\_\_  
Joseph R. Peterson, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Lawrence S. Stec, City Clerk

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Joseph R. Peterson  
and Lawrence S. Stec who are the Mayor and City Clerk of the City of Wyandotte who duly executed said  
LICENSE with full authority.

\_\_\_\_\_  
NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: \_\_\_\_\_

Witnesses:

LICENSEE: C.O. MANAGEMENT SERVICES, CO.  
EDINGER APARTMENTS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 2016, by  
\_\_\_\_\_ who are the \_\_\_\_\_, and \_\_\_\_\_ of  
\_\_\_\_\_ and who duly executed said LICENSE with full authority.

\_\_\_\_\_  
NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: \_\_\_\_\_

Witnesses:

TENANT: DOTTE PUB

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 2016, by  
\_\_\_\_\_ who are the \_\_\_\_\_, and \_\_\_\_\_ of  
\_\_\_\_\_ and who duly executed said LICENSE with full authority.

\_\_\_\_\_  
NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

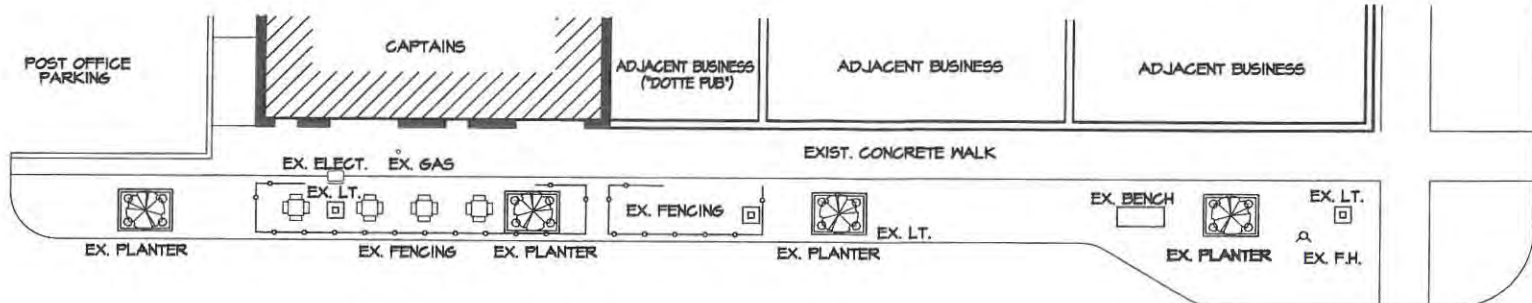
My Commission Expires: \_\_\_\_\_

Drafted by: William R. Look

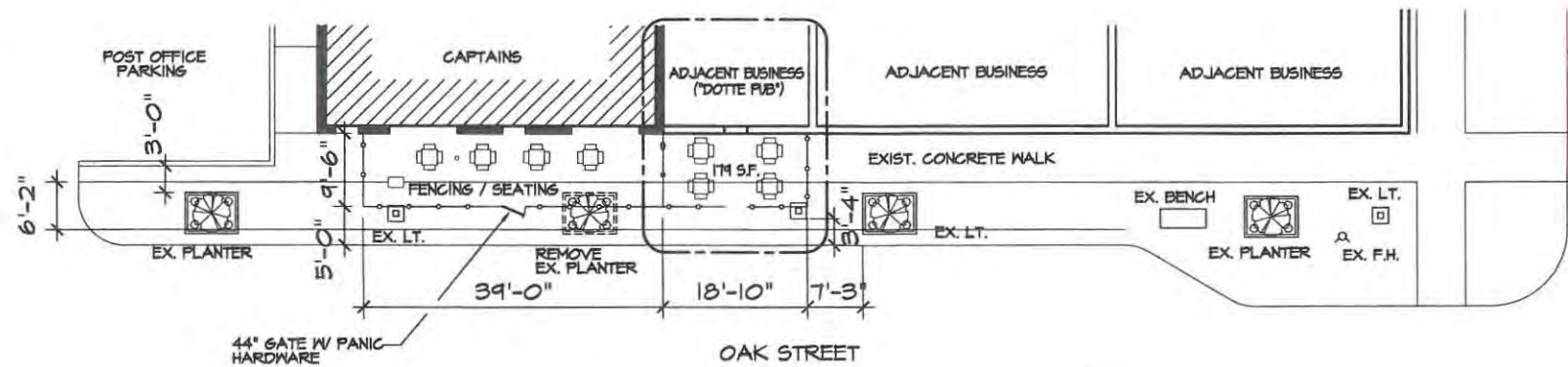
When recorded, return to: William R. Look  
2241 Oak St.  
Wyandotte, MI 48192



Attachment A



EXISTING STREETSCAPE PLAN  
1/16"=1'-0"



PROPOSED STREETSCAPE PLAN  
1/16"=1'-0"



Approved by  
PC 6/23/16

## HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to the undersigned to construct an outdoor café on the south side of 116 Oak, Wyandotte, Michigan which will encroach on to the 80 foot Oak Street right-of-way as shown on attached site plan Exhibit A and in no way interfere with pedestrian or automotive traffic at said location, the undersigned hereby assumes all risk and liability relating to the construction, maintenance and use of said of the outdoor café and agrees to hold harmless and indemnify the City of Wyandotte and all City officials, employees, volunteers and agents from all liability or responsibility whatsoever for injury (including death) to persons and for any damage to any City property or to the property of others arising out of, or resulting either directly or indirectly, from the construction, maintenance and/or use of said outdoor café as described above and in the Grant of License.

The undersigned further does hereby remise, release, and forever discharge the City of Wyandotte, its Officers, agents and employees from any and all claims, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from the construction, maintenance and/or use of said outdoor café as indicated at above location.

The undersigned represents personally that he/she is authorized to execute this Agreement on behalf of the undersigned.

The undersigned is required to name the City of Wyandotte as additional insured party on premises liability insurance and Liquor Liability Coverage.

The undersigned is contractually obligated by this Hold Harmless to comply with all ordinances, special approval conditions, and all requirements of the Grant of License for the premises.

Agreed to this \_\_\_ day of \_\_\_\_\_, 2016.

Dotte Pub:

Owner:

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

Address: 116 Oak Wyandotte Michigan 48192  
                    Street                    City                    State                    Zip

Telephone: \_\_\_\_\_