



# **AGENDA**

REGULAR SESSION

MONDAY, NOVEMBER 14, 2016 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE DANIEL GALESKI

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **MINUTES**

## **UNFINISHED BUSINESS**

1. IAFF Mutual Aid – Response Extension Request

## **COMMUNICATIONS MISCELLANEOUS**

## **PERSONS IN THE AUDIENCE**

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

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

2. WPD Purchase – Animal Control Pick-Up Truck
3. Special Supplemental Retirement Benefit (13<sup>th</sup> Check)
4. WBA/DDA Contract and Service Agreement
5. Special Events:
  - a. Zapplication Renewal Agreement
  - b. Welcome to Wyandotte Today: Magazine Contract
  - c. Special Event Application – Rockin' New Year's Eve Event
  - d. Special Event Application – WBA/WRIF .5K Run with Dave & Chuck Morning Show
  - e. Christmas Parade – Carriage Contract
  - f. Holiday Performance Contract – Carey Ann's Clown Caravan
6. Purchase Agreement – 816-824 Cherry
7. NEZ Application – 816-824 Cherry (822 Cherry)
8. Barricade Placement Proposal – 413 St. John's, 5<sup>th</sup> Street Alley Entrance
9. Acceptance of Bid – U.S. Lawns, Snow Removal & Salt Application
10. USPS Local Post Office Building
  - a. Engineering RFCA – Special Assessment, Maple Street between Biddle Ave. & alley west of Van Alstyne
  - b. Mr. Joe Daly – Maple Street Reconstruction
  - c. Mr. Greg Shelton, USPS – Maple Street Traffic Flow Modifications
11. Sale of Vacant Property – S. of Ford Ave./E. of 2<sup>nd</sup> St., MJC Templin
12. Zoning Ordinance Amendment – Signs

## **REPORTS & MINUTES**

City Council	October 24, 2016
Beautification Commission	October 12, 2016
Daily Cash Receipts	October 26, October 27, & November 3, 2016
Fire Commission	October 11, 2016
Police Commission	October 11 & October 25, 2016
Recreation Commission	October 11, 2016

## **BILLS & ACCOUNTS**

## **CITIZENS PARTICIPATION**

## **RECESS & RECONVENE**

## **HEARING**

- Objections to Alley Vacation – Area of 7<sup>th</sup> & Hillsdale

## **RESOLUTIONS**

## **ADJOURNMENT**

**From:** [Todd A. Drysdale](#)  
**To:** [Beth Lekity](#)  
**Subject:** Referral of Letter from FF  
**Date:** Thursday, November 10, 2016 1:48:52 PM

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There is a response due from my office relative to the letter placed on the 10/24/16 agenda from the IAFF regarding mutual aid. I am requesting an extension until 11/21/16 due to the fact that I won't be in attendance this week.

Todd A. Drysdale, CPA  
City Administrator  
City of Wyandotte  
3200 Biddle Avenue, Suite 300  
Wyandotte, MI 48192  
734.324.4566

## **RESOLUTION**

DATE: November 14, 2016

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

BE IT RESOLVED that Council grants the extension request of the City Administrator regarding the response to the IAFF Mutual Aid & Level of Service letter submitted at the City Council meeting on 10/24/16.

BE IT FURTHER RESOLVED that the report back will be extended by one week (11/21/2016).

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**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** November 14, 2016

**AGENDA ITEM #** 2

**ITEM:** Purchase of Ford F-150 XL 4x4 pick-up with supercab

**PRESENTER:** Brian Zalewski, Police Inspector



**INDIVIDUALS IN ATTENDANCE:** Brian Zalewski

**BACKGROUND:** The Ford F-150 pick-up currently in use by our Animal Control Officers is over 8-years old and in very poor mechanical condition. The Wyandotte City Council has approved the Downriver Central Animal Control (DCAC) budget which has included funds to purchase a new pick-up to replace the vehicle currently assigned.

I am requesting to purchase a 2017 Ford F-150 pick-up from Gorno Ford in Woodhaven who has been awarded the State of Michigan contract for Police Patrol Vehicles and also municipal vehicles through the Mi-Deal program. The price for the Animal Control vehicle is \$24,500 which includes a municipal lighting package as noted on the attached price quote.

**STRATEGIC PLAN/GOALS:** Maintaining our fleet of patrol/Animal Control vehicles enables our Officers to maintain patrols throughout the City of Wyandotte along with our DCAC member communities and provide service to our residents which is consistent with the City of Wyandotte's strategic plan.

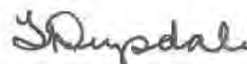
**ACTION REQUESTED:** City Council approval for the purchase of one Ford F-150 pick-up for use as an Animal Control Officers patrol vehicle.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The funds for the purchase of this Ford F-150 pick-up with the price quote of \$24,500.00 are available in the budgeted DCAC Vehicle Account 101-303-850-530.

**IMPLEMENTATION PLAN:** If approved by the City Council, the vehicle will be ordered through Gorno Ford, Inc. and once obtained, the necessary equipment will be installed, and the vehicle will be deployed for Animal Control service.

**COMMISSION RECOMMENDATION:** The Police Commission has been presented with the proposal to purchase 1 new Animal Control vehicle which was approved at their meeting on October 25<sup>th</sup>.

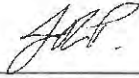
**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur with recommendation.



(Todd Drysdale, City Administrator)

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

**MAYOR'S RECOMMENDATION:** Concur with recommendation.

  
\_\_\_\_\_  
(Joseph Peterson, Mayor)

**LIST OF ATTACHMENTS:**

1. Price Quote from Gorno Ford Inc.
2. Copy of advertisement from Mich. Police Chief's magazine.
3. Draft minutes from Police Commission meeting.

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 14, 2016

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

BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the Chief of Police to purchase one (1) Ford F-150 pick-up Animal Control vehicle from Gorno Ford, Inc. which is the dealership awarded the contract for the State of Michigan. The pricing for this purchase will be as noted on the submitted price quote.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that this expenditure will be paid from our DCAC Vehicle account 101-303-850-530.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

Robert K. Alderman  
Government Sales  
GORNO

Woodhaven, Michigan  
Bus: 734-671-4017  
Fax: 734-671-4375

WYANDOTTE POLICE DEPT  
WYANDOTTE, MI  
BUS: 734-324-4405  
bzalewski@wyan.org

**ATT: INSP BRIAN ZALEWSKI 10-11-16**

**2017 FORD F-150 XL 4X4 SUPERCAB PICKUP W/6 FT BED**

3.5L V6  
6 SPD AUTO  
3.73 AXLE RATIO  
145"WB  
POWER EQUIPMENT GROUP  
TILT STEERING WHEEL  
ABS BRAKES  
6,300# GVWR  
265 / 70R-17 A/T  
AM/FM STEREO  
MUNICIPAL LIGHTING PAKCAG (AMBER MINI BAR ROOF / STROBES IN GRILL / TAIL LIGHT FLASH  
**TOTAL DELIVERED TO WYANDOTTE, MI .....\$ 24,500.00**

- **ALLOW 10-12 WEEKS FROM PURCHASE ORDER DATE ORDER FOR DELIVERY**

**RECOMMENDED OPTIONS**

CREW CAB (FULL 4 DOORS w/ 5 1/5' BED)	\$ 3,995.00
5.0L V8	\$ 1,695.00
40 / CONSOLE / 40 VINYL FRONT SEAT	\$ 495.00
CONSOLE	\$ 225.00
CLASS IV TRAILER PACKAGE	\$ 95.00
RUNNING BOARDS	\$ 250.00
BACK UP CAMERA	\$ 470.00
RADIO EQUIPMENT CONSOLE STARTING FROM	\$ 595.00
FLOOR MATS	\$ 125.00

BACK UP ALARM	\$ 175.00
BEDLINER, PLASTIC DROP-IN	\$ 350.00
SPRAY IN LINER	\$ 495.00

IF YOU HAVE ANY QUESTIONS, PLEASE DON'T HESITATE TO CALL ME.

THANK YOU

ROBERT K. ALDERMAN  
GOVERNMENT SALES  
734-671-4017

# STATE OF MICHIGAN PATROL VEHICLES

CONTRACT NO. 071B1300005

*Featuring*

- POLICE INTERCEPTOR SEDAN
- POLICE INTERCEPTOR UTILITY
- EXPEDITION SSV
- F-150 CREW CAB SSV
- ALL NEW! TRANSIT - PRISONER VANS



**Gorno Ford - 22025 Allen Road - Woodhaven, MI 48183**

Eddie Williams - 313-319-3431  
eddiwilliams@gornoford.com

Robert Alderman - 734-671-4017  
ralderman@gornoford.com  
F.B.I.N.A.A #244

Jim Agney - 734-671-4033  
jagney@gornoford.com



# City of Wyandotte

## Police Commission Meeting

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Regular Commission Meeting  
October 25, 2016

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### **ROLL CALL**

Present: Chief Daniel Grant  
Commissioner John Harris  
Commissioner Doug Melzer  
Commissioner Bobie Heck

Absent: None

Others Present: Inspector Brian Zalewski

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:15 p.m.

The Minutes from the regular Police Commission meeting on October 11, 2016, were presented.

Melzer moved, Heck seconded,  
CARRIED, to approve the regular minutes of October 11, 2016, as presented.

### **UNFINISHED BUSINESS**

NONE

### **COMMUNICATIONS**

NONE

### **DEPARTMENTAL**

#### **1. Cadet Program Promotions**

The promotions actually went into effect as of September 11, 2016.

There are currently 23 cadets in the program, approximately half of which are in high school, and the other half are in college. They are all studying Criminal Justice programs.

The cadets meet bi-monthly.

The cadets are trained and ultimately compete in various categories against several other regional groups at an annual state event.

Cadets are allowed in the program until their 21<sup>st</sup> birthday.

Officer Sabo congratulated each of the cadets and presented them with certificates. The cadets which attended the Commission meeting were recognized with the following promotional rankings:

- Joseph Holser – Cadet Advisor
- Aaron Worley – Cadet Major
- Elizabeth Olson – Cadet Captain
- Kevin Koberg – Cadet Captain
- Caitlin Toth – Cadet Lieutenant
- Abigail Eggleton – Cadet Sergeant
- Brodey Riddle – Cadet Corporal
- Joshua Kish – Cadet Corporal
- Skyleigh Chavez – Cadet Corporal

Almost all of the cadets live in Wyandotte, but the program encompasses all 19 Downriver communities.

The Commissioners asked the cadets various questions about their training and offered their congratulations to each of them on their promotions and involvement in the cadet program.

## **2. Purchase of New Vehicle for Animal Control**

The vehicle Inspector Zalewski would like to replace is a 2009 Ford which is in bad shape and heavily rusted.

The Department would like to purchase a new vehicle for the DCAC from Gorno Ford which is part of the MI Deal program.

This vehicle was budgeted for and is actually priced \$500 below budget.

Melzer moved, Heck seconded,  
CARRIED, to approve the purchase of the new vehicle for the Downriver Central Animal Control as presented.

## **3. Awarding of Duty Firearm to Retiree Jerome Yoscovits**

Detective Yoscovits indicated he will be retiring as of November 1, 2016. Therefore, the Department would like to award him with his duty firearm as recognition for his years of service.

Officer Yoscovits must sign a waiver form to receive the weapon.

Melzer moved, Heck seconded,  
CARRIED, to approve awarding Detective Jerome Yoscovits with his duty weapon upon his retirement on November 1, 2016.

## **4. Physical Fitness Bonus Program**

Chief Grant handed out documentation indicating which level each participant achieved during the physical fitness testing.

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

MEETING DATE: November 14, 2016

AGENDA ITEM # 3

**ITEM:** Special Supplemental Retirement Benefit

**PRESENTER:** Todd Drysdale, City Administrator & Lawrence Stec, Secretary to the Employees' Retirement Commission

**INDIVIDUALS IN ATTENDANCE:** Lawrence Stec, Secretary, Employees' Retirement Commission

**BACKGROUND:** On October 20, 2016, the Employees' Retirement Commission passed a resolution concurring in the recommendation of the City Administrator regarding the rate of \$32.00 per year of credited service to be used for the 2016 Special Supplemental Benefit Payment (13<sup>th</sup> Check).

**STRATEGIC PLAN/GOALS:** N/A

**ACTION REQUESTED:** Mayor and Council to concur with the recommendation of the City Administrator and Retirement Commission

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None

**IMPLEMENTATION PLAN:** Distribute payment to qualified participating members of the fund.

**COMMISSION RECOMMENDATION:**

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*T. Drysdale*

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**

*J. P.*

**LIST OF ATTACHMENTS:**



**MODEL RESOLUTION:**

DATE: November 14, 2016

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

**WHEREAS** that the Retirement Commission concurs with the recommendation of the City Administrator to distribute the Special Supplemental Benefit Payment, set forth in the communication dated October 14, 2016, **AND**

**WHEREAS** the Retirement Commission implements the Special Supplemental Retirement Benefit allowance to retirees and or beneficiaries in accordance with Section 2.238 and 2.245 of the Wyandotte Retirement System Ordinance, **AND**

**WHEREAS** the performance of the investments in the retirement system fund, and overall funded percentage, as determined by the actuaries and recent changes made in the actuarial standard (RP2014) will be used to determine future distributions of the Special Supplemental Retirement Benefit to eligible members of the Wyandotte Retirement System.

**THEREFORE, BE IT RESOLVED** that Mayor and City Council concurs in said recommendation and declare the above provisions in effect for the fiscal year and sets the rate at \$32.00 per year of credited service.

**FURTHER BE IT RESOLVED** that the distribution schedule used for the supplemental retirement benefit in the fiscal year 2016 shall be the same as previous years.

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  
EMPLOYEES' RETIREMENT COMMISSION  
CERTIFIED RESOLUTION**

REGULAR MEETING OF THE EMPLOYEE RETIREMENT COMMISSION OF THE CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN, HELD IN THE COUNCIL CHAMBERS, OF THE MUNICIPAL BUILDING.

UNDER THE DATE OF: October 20, 2016

MOVED BY: Councilperson Brohl

SUPPORTED BY: Councilperson Lyon

Concur in the recommendation of the City Administrator regarding the rate of \$32.00 per year of credited service as set forth in the communication dated October 14, 2016, and further

Implements the special supplemental retirement benefit allowance to retirees and/or beneficiaries in accordance with Section 2-238 and 2-245 of the Wyandotte Retirement System Ordinance and further

Recommend to the Mayor and City that they concur in said recommendation and declare the above provisions in effect for the fiscal year.

**Motion unanimously carried**

**I, LAWRENCE S. STEC, duly authorized Recording Secretary of the Employees' Retirement Commission, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Employee Retirement Commission on October 20, 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, Secretary  
Employees' Retirement Commission

**RETIREMENT COMMISSION MEETING MINUTES**  
**THURSDAY, October 20, 2016**

Meeting called to order at 9:08 a.m. by Chairman Browning

ROLL CALL:

PRESENT: Commissioners Brohl, Browning, LaManes, Lyon and Yoscovits

ABSENT: Commissioners Roberts and Schultz

ALSO PRESENT: Frank Deeter—Oppenheimer & Co.

Todd Drysdale—City Administrator

Larry Stec – City Clerk

MOTION by Commissioner Lyon, SUPPORTED by Commissioner Yoscovits

RESOLVED that the minutes held under the date of September 15, 2016 be approved as recorded without objection.

MOTION UNANIMOUSLY CARRIED

PRESENTATIONS:

Mr. Frank Deeter of Oppenheimer & Co. reported on September, 2016 financial results:

- Overall up .34%
- Cash balances low for distributions
- Deposit forthcoming
- Not shown on report

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Yoscovits

RESOLVED by the Wyandotte Employees Retirement Commission that the report from Mr. Deeter of Oppenheimer & Co., Inc. regarding September 2016 market segment fluctuations be received and placed on file.

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS MISCELLANEOUS:

MOTION by Commissioner Brohl, SUPPORTED by Commissioner Lyon  
Concur in the recommendation of the City Administrator regarding the rate of \$32.00 per year  
of credited service as set forth in the communication dated October 14, 2016, and further

Implements the special supplemental retirement benefit allowance to retirees and/or  
beneficiaries in accordance with Section 2-238 and 2-245 of the Wyandotte Retirement System  
Ordinance and further

Recommend to the Mayor and City that they concur in said recommendation and declare the  
above provisions in effect for the fiscal year.

MOTION UNANIMOUSLY CARRIED

ADJOURNMENT

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Yoscovits  
RESOLVED, that the meeting be adjourned at 10:05 a.m.

MOTION UNANIMOUSLY CARRIED

A handwritten signature in black ink, appearing to read 'Lawrence S. Stec', is written over a horizontal line.

Lawrence S. Stec, Secretary  
Wyandotte Employee's Retirement Commission  
October 20, 2016

## OFFICIALS

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas Woodruff  
CITY ASSESSOR



MAYOR  
Joseph R. Peterson

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

TODD A. DRYSDALE, C.P.A.  
CITY ADMINISTRATOR

October 14, 2016

Todd M. Browning, Chairman  
and Retirement Commission Members  
Wyandotte, Michigan 48192

RE: Special Supplemental Benefit Payment (13th Check) to Retirees and/or Beneficiaries in  
Accordance with Sections 2-238 & 2-245 of the Wyandotte Retirement System Ordinance

Dear Sirs,

Listed below is a breakdown of service for each unit of the retirement payroll:

General City .....	2,028.61828 years of service
Municipal Services .....	2,636.83998 years of service
Police and Fire .....	2,985.41616 years of service
Total.....	7,650.87442 years of service

The above breakdown represents the amount of credited service for all retirees and/or beneficiaries that retired before October 1, 2015. Also, enclosed for your convenience is the calculation of the benefit rate based on the total number of years of credited service for the aforementioned recipients of a retirement allowance.

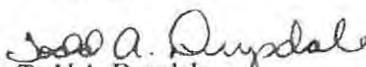
Recently the City negotiated with each collective bargaining unit which changed the formula used to distribute the 13<sup>th</sup> Check. Last year, the City Council did not approve the 13<sup>th</sup> check with the revised formula. Thus, the revised formula was not prepared this year.

Per Section 2-238 of the Retirement System Ordinance, the commission may annually allocate up to one and one-quarter (1.25%) of the mean balance of the retirement reserve fund for the improvement of retirement allowances payable to retirants of the retirement system. The undersigned is recommending an allocation of 0.43% of the mean balance of the retirement reserve fund which would increase the rate per year of credited service to **\$32.00** based on the unadjusted years of credited service (7,650.87442).

The recommendation of \$32.00 represents an increase of 1.03% over the prior year's rate established using unadjusted years of credited service.

The undersigned recommends the Commission approve the above referenced rate (\$32.00) to be used for the 2016 Special Supplemental Benefit Payment if this benefit is deemed desirable to approve.

Sincerely,

  
Todd A. Drysdale  
City Administrator

## City of Wyandotte

## 13th Month Check - Calculated Mean Balances

October 14, 2016

Source: Section 2-234,238,245 (13th Check Calculated)

Date	Total	City 394.010	Municipal Service 394.020	Police & Fire 394.040
October 1, 2014	\$64,698,359.70	\$12,904,410.69	\$18,699,113.34	\$33,094,835.67
November 1, 2014	\$64,137,839.74	\$12,791,703.99	\$18,545,031.93	\$32,801,103.82
December 1, 2014	\$63,537,234.74	\$12,678,796.12	\$18,371,723.65	\$32,486,714.97
January 1, 2015	\$62,960,484.22	\$12,565,349.23	\$18,209,670.32	\$32,185,464.67
February 1, 2015	\$62,382,131.34	\$12,451,830.15	\$18,046,846.35	\$31,883,454.84
March 1, 2015	\$61,778,288.45	\$12,338,372.21	\$17,865,398.52	\$31,574,517.72
April 1, 2015	\$61,191,808.21	\$12,224,914.27	\$17,701,313.34	\$31,265,580.60
May 1, 2015	\$60,605,953.03	\$12,111,456.33	\$17,537,228.16	\$30,957,268.54
June 1, 2015	\$60,021,459.36	\$11,997,998.39	\$17,373,640.66	\$30,649,820.31
July 1, 2015	\$59,435,283.34	\$11,882,858.10	\$17,210,053.16	\$30,342,372.08
August 1, 2015	\$58,849,107.32	\$11,767,717.81	\$17,046,465.66	\$30,034,923.85
September 1, 2015	\$58,262,931.30	\$11,652,577.52	\$16,882,878.16	\$29,727,475.62
Totals	\$737,860,880.75	\$147,367,984.81	\$213,489,363.25	\$377,003,532.69
Mean Average Balance	\$61,488,406.73	\$12,280,665.40	\$17,790,780.27	\$31,416,961.06
Total Mean Average	\$61,488,406.73			
Retirement Allowance Improvement %	0.430000%	\$264,400.15	(Maximum allowed by Ordinance is 1.25%)	
Retirement Reserve Fund Balance - 9/30/15		\$225,221.27	731-000-395-000	
Required Balance - Retirement Reserve Fund		\$489,621.42		
Credit to Retirement Reserve - 50% (PLUGGED)		\$244,810.71		
Total Service Years		7,650.87442		
Service Value per Year		\$32.00		

2015 13th Check years of service	7,080.29111	\$7,050.0411100	\$30.25000000000
Hensley, Christine	11.33333		
Johnson, Maria	25.08333		
Kiczinski, Rose	38.00000		
Mayhew, Gregory	27.83333		
Sclafani, Giacomo	15.33333		
Bzura, Michael	45.00000		
Callahan, Thomas	16.66667		
Cislo, Bruce	38.08333		
Clark, Timothy	33.50000		
Dwornick, Daniel	15.83333		
Kirby, Robert	26.06468		
Kirby, Lori	3.18533		
Langley, David	41.91667		
Patterson, William	41.58333		
Sarnacki, Robert	34.50000		
Snider, Brian	28.00000		
Stanko, Paula (John Stanko)	30.91667		
Wallen, John	29.00000		
Witt, Gary	34.00000		
Ferguson, James	17.39500		
Ferguson, Dawn	7.10500		
Galeski, Scott	25.08333		
Garrison, Gregory	24.50000		
Kresin, Kim	3.20564		
Kresin, Jim	22.87769		
Reed, Terrance	26.83333		
Scheitz, Todd	26.50000		
Marcantonio, Nancy	(22.91667)		
Frank, Katharina	(32.83333)		
Gresser, Marion	(32.75000)		
Difference from last year	(30.25000)		

Calculated 7,650.87443  
 N:\2016 Shared Documents\13th check 2016 adjusted.xls

10/14/2016

2016 13th Check years of service	7,650.87442 <---- input
Difference	0.00001 kirby rounding
Less Ineligible Employees	
Eligible Years of Credited Service	7,650.87442



City of Wyandotte  
 Analysis of Reserve for Retired Benefit Accounts - General City  
 City of Wyandotte Retirement System  
 October 14, 2016

Date(s)	Benefits Paid Per Month	731-000-394-010 Net Account Balance	Balance at Beginning of Month for Calculation Purposes
Beginning Balance - 10/1/15 (Audited)		\$12,904,410.69	10/01/15
10/15/2015	\$112,706.70	\$12,791,703.99	11/01/15
11/15/2015	\$112,907.87	\$12,678,796.12	12/01/15
12/15/2015	\$113,446.89	\$12,565,349.23	01/01/16
1/15/2016	\$113,519.08	\$12,451,830.15	02/01/16
2/15/2016	\$113,457.94	\$12,338,372.21	03/01/16
3/15/2016	\$113,457.94	\$12,224,914.27	04/01/16
4/15/2016	\$113,457.94	\$12,111,456.33	05/01/16
5/15/2016	\$113,457.94	\$11,997,998.39	06/01/16
6/15/2016	\$115,140.29	\$11,882,858.10	07/01/16
7/15/2016	\$115,140.29	\$11,767,717.81	08/01/16
8/15/2016	\$115,140.29	\$11,652,577.52	09/01/16
9/15/2016	\$115,140.29	\$11,537,437.23	
Totals	\$1,366,973.46	\$11,537,437.23	
Balance - General Ledger		\$11,476,188.93	(\$11,476,188.93 + \$61,248.30) THIRTEENTH CHECK 2015
			\$11,537,437.23

City of Wyandotte  
 Analysis of Reserve for Retired Benefit Accounts - Police & Fire  
 City of Wyandotte Retirement System  
 October 14, 2016

Date(s)	Benefits Paid Per Month	731-000-394-040 Net Account Balance	Balance at Beginning of Month for Calculation Purposes
Beginning Balance - 10/1/15 (Audited)		\$33,094,835.67	10/01/15
10/15/2015	\$293,731.85	\$32,801,103.82	11/01/15
11/15/2015	\$314,388.85	\$32,486,714.97	12/01/15
12/15/2015	\$301,250.30	\$32,185,464.67	01/01/16
1/15/2016	\$302,009.83	\$31,883,454.84	02/01/16
2/15/2016	\$308,937.12	\$31,574,517.72	03/01/16
3/15/2016	\$308,937.12	\$31,265,580.60	04/01/16
4/15/2016	\$308,312.06	\$30,957,268.54	05/01/16
5/15/2016	\$307,448.23	\$30,649,820.31	06/01/16
6/15/2016	\$307,448.23	\$30,342,372.08	07/01/16
7/15/2016	\$307,448.23	\$30,034,923.85	08/01/16
8/15/2016	\$307,448.23	\$29,727,475.62	09/01/16
9/15/2016	\$307,448.23	\$29,420,027.39	
Totals	\$3,674,808.28	\$29,420,027.39	
Balance - General Ledger		\$29,329,303.35	(\$29,329,303.35 + \$90,724.04) THIRTEENTH CHECK 2015
			\$29,420,027.39

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

MEETING DATE: November 14, 2016

AGENDA ITEM # 4

**ITEM:** WBA/DDA Contract and Service Agreement

**PRESENTER:** Joe Gruber, DDA Director



**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:**

The Wyandotte Downtown Development Authority (DDA) has determined that a qualified contractor is needed to perform event and marketing promotions within the Downtown Development District boundary. This agreement between the DDA and the Wyandotte Business Association (WBA) will be the authorizing document to procure the promotional services of the WBA.

**STRATEGIC PLAN/GOALS:**

As noted in the City of Wyandotte Strategic Plan 2010-2015, *"We are committed to enhancing the community's quality of life by... Establishing a unique historic, cultural and visual identity for Wyandotte as a destination city within the region."*

**ACTION REQUESTED:**

We are requesting that Wyandotte City Council Approve and Sign the Contract and Service Agreement between the Downtown Development Authority and the Wyandotte Business Association for hosting and promoting City of Wyandotte 3<sup>rd</sup> Fridays.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

\$34,000.00 from the DDA Third Friday Promotions Budget, Account Number: 499-200-925-797

**IMPLEMENTATION PLAN:** N/A

**COMMISSION RECOMMENDATION:** Partnership approved by the DDA Board

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

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

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:**

- A) Contract and Service Agreement

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: November 14, 2016

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

Resolved by City Council to approve the request of the DDA Director to approve and sign the Contract and Service Agreement between the DDA and the WBA for hosting and promoting City of Wyandotte 3<sup>rd</sup> Fridays.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

## WYANDOTTE BUSINESS ASSOCIATION SERVICES AGREEMENT

The WYANDOTTE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) has determined that a qualified contractor to perform event and marketing promotions within the Downtown Development District boundary is needed. This agreement between the DDA and the Wyandotte Business Association (WBA) will be the authorizing document to procure the promotional services of the WBA.

NOW THEREFORE, the parties enter the following agreement made this day of \_\_\_\_\_, 2016, by and between the DDA, party of the first part, hereinafter referred to as the "Owner" and the Wyandotte Business Association (WBA), party of the second part, hereinafter referred to as the "Contractor".

### ARTICLE I – THE WORK

It is agreed that the Contractor shall furnish all labor, materials and equipment relative to the event and marketing services procured by the Owner and outlined in **Attachment 'A'**.

In addition the Contractor shall:

- a. In no manner impede current DDA District businesses from doing business during contracted events or associated with contracted services being delivered to the Owner.
- b. Provide a link to the Owner's website: [www.wyandotte.net](http://www.wyandotte.net) from the Contractor's Third Friday page on the WBA website and add the following language: *The Wyandotte Business Association is brought to you by your local participating businesses. WBA 3<sup>rd</sup> Friday Events are partially funded by the Wyandotte Downtown Development Authority ([www.wyandotte.net](http://www.wyandotte.net)) and are organized by the Wyandotte Business Association.*
- c. Provide the Owner with current WBA member list to be submitted quarterly. This list and information is proprietary to the WBA and not to be shared with third parties including, but not limited to solicitors unless required by law under the Freedom of Information Act.
- d. Be current on any and all fees and/or payments owed to City of Wyandotte departments based on invoices provided.

It is also agreed that the Contractor shall work to actively promote business in the City of Wyandotte through a variety of methods, including but not limited to:

- a. Obtain and supply the Special Events Coordinator with feedback about Contractor run events and programs from DDA District businesses and attendees.
- b. Obtain and supply the Special Events Coordinator with demographic information from attendance at Contractor run events. This list and information is proprietary to the WBA

and DDA and is not to be shared with third parties including, but not limited to solicitors unless required by law under the Freedom of Information Act.

## **ARTICLE II – TERM**

It is agreed that the Contractor shall work under this Agreement during the 2016-2017 Fiscal Year of the DDA (October 1<sup>st</sup>, 2016 to September 30<sup>th</sup>, 2017).

## **ARTICLE III – MINIMUM PARTICIPATION STANDARDS**

In addition to satisfying Article VI Section I of the DDA By-laws (Attachment A) the following standards shall be met:

- a. Certificate of good standing as a Non-profit for the Wyandotte Business Association shall be provided to the Owner and the DDA Board of Directors.
- b. Quarterly reports of activity shall be submitted to the Special Events Coordinator for disbursement to the Owner and the DDA Board of Directors. Information contained in these quarterly reports shall consist of detailed expense information (receipts, contracts, etc.) If at any quarter the Contractor cannot provide Quarterly detailed expense reports in a timely manner, immediate notice must be given to the Special Events Coordinator resulting in planned action to resolve. Quarterly Reporting Schedule:

First Quarter (October 1 – December 31): Report due the first Thursday of February

Second Quarter (January 1 – March 31): Report due the first Thursday of May

Third Quarter (April 1 – June 30): Report due the first Thursday of August

Fourth Quarter (July 1 – September 30): Report due the first Thursday of November

- c. Report monthly to the Special Events Coordinator via electronic mail detailed event information no later than 14 days after event. If at any month the Contractor cannot provide monthly detailed event information in a timely manner, immediate notice must be given to the Special Events Coordinator resulting in planned action to resolve.

Reports should include:

- 1) Samples of services provided (newspaper advertisements, press releases, etc.) from past event.
  - 2) General description of demographic information relative to attendance at past event, business owner feedback, etc.
  - 3) Identified challenges of past event and concepts to improve future events.
- d. A Third-Party CPA prepared end-of-the-year review shall be submitted by April 30<sup>th</sup> of the following calendar year. Budget proposal information for the forthcoming fiscal year shall also be required to be supplied by the date outlined in yearly DDA funding requests for distribution to the DDA Board for their annual budget workshop process.

#### ARTICLE IV – AMENDMENTS

No amendment to the Agreement shall be effective and binding upon the parties hereto unless it expressly makes reference to this Agreement, is in writing, and is signed by duly authorized representatives of both parties.

#### ARTICLE V – AGREEMENT SUM

It is agreed upon that in consideration of the faithful and entire performance by the Contractor of its obligations under this Agreement the Owner shall pay the Contractor, at the time and manner hereinafter stipulated an amount as follows:

Net amount - \$30,000.00

It is also agreed upon that the four (4) equal payments of \$7,500.00 shall be made quarterly given the full satisfaction of aforementioned requirements identified in Article III (b) of this agreement and also according to the City of Wyandotte payment schedule.

#### ARTICLE VI – TERMINATION

Either party may terminate this Agreement upon providing ninety (90) days written notice to the other. The Contractor shall be paid for those services rendered and costs incurred prior to the notice of termination.

IN WITNESS WHEREOF, the Owner and the Contractor, by and through their duly authorized representatives, have executed this Agreement as of the year and date first above written.

WITNESS:

OWNER:

CITY OF WYANDOTTE DDA

\_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RATIFICATION:

CONTRACTOR:

CITY OF WYANDOTTE

WYANDOTTE BUSINESS ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT 'A' - - THIRD FRIDAY**

- a) The Contractor shall perform all labor, materials, equipment and means to host eleven Third Friday Events centrally located in the DDA Development District. The Contractor shall:
- b) Work together with the Special Events Coordinator to develop a comprehensive listing of proposed Third Friday event themes and tentative work plans of the following calendar year no later than the November of the preceding calendar year.
- c) Special Events Coordinator should notify the WBA if other events are simultaneously taking place within the DDA footprint on a 3<sup>rd</sup> Friday. Once notified, the Special Events Coordinator WBA President, DDA Director and members of each respective board will organize a meeting to discuss questions and concerns regarding events that are simultaneously taking place within the DDA footprint on a 3<sup>rd</sup> Friday.
- d) Coordinate initial work plans with Complete Special Events application and review initial plans with Special Events Coordinator at least 4 weeks prior to event to ensure understanding of additional events occurring on 3<sup>rd</sup> Fridays of every month, timely approval of road closures, power needs and approval from Mayor and City Council. If at any time the Contractor experiences challenges or difficulties impeding successful event implementation, immediate notice must be given to the Special Events Coordinator resulting in planned action to resolve.
- e) Provide the Special Events Coordinator with a projected layout, timeline and work plans for setup and activities for all events no later than the Monday prior to the event date.
- f) Re-open all closed roadways, parking lots and parking spaces no later than 1:00 am on the night of said event.
- g) Provide payment for any city or municipal labor/service no later than 14 days after invoice(s) are sent from the Special Events Coordinator. If payments are not made in full within the 14 days of receiving the invoice, services for the following Third Friday(s) will be void. If at any time the Contractor cannot provide timely payments for any city or municipal labor/service, immediate notice must be given to the Special Events Coordinator resulting in planned action to resolve
- h) At the discretion of the Contractor and its Board of Directors, include the Special Events Coordinator in all WBA meetings pertaining to the planning and execution of all Third Friday events and other special events. Any pertinent information that will be presented by the Special Events Coordinator to the Contractor should be provided by the Special Events Coordinator to the Contractor no less than five days prior to the meeting and presentation.
- i) Provide all labor and means or contract the services of a third-party to clean-up after events. Clean-up must be completed no later than 1:00 am on the date of said event.
- j) Create event themes and activities that encourage foot traffic to DDA District businesses.
- k) Unforeseen circumstances that shorten or otherwise alter the above schedules must be communicated in writing to the owner/Special Events Coordinator immediately upon discovery of same.



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

MEETING DATE: November 7<sup>th</sup> 2016

AGENDA ITEM # 5a

**ITEM: Zapplication Renewal Agreement**

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

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

**BACKGROUND:** As you are aware, the Special Event Office is in the process of organizing the 2017 Wyandotte Street Art Fair. Please find the attached contract renewal agreement for ZAPPLICATION for the 2017 Wyandotte Street Art Fair. We had a major increase in artist applications for the 2010 through 2016 shows and feel that the online application process will continue to develop and promote our show for the future.

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

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

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

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

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDurandal*

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

**MAYOR'S RECOMMENDATION:** *Alt*

**LIST OF ATTACHMENTS**

Zapplication Renewal Agreement

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 7<sup>th</sup> 2016

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

WHEREAS the Special Events Coordinator has requested to contract the services of ZAPP Software, LLC, in conjunction with the Wyandotte Street Art Fair 2017.

WHEREAS said services will consist of the following event, time and cost:

Wyandotte Street Art Fair: \$1,000 – 285-225-925-860

RESOLVED that Council concurs with the Special Events Coordinator to APPROVE the contract for Zapp Software LLC, for the 2017 WSAF with funds to be paid from the WSAF Expense Account 285-225-925-860, AND FURTHER BE IS RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

## ZAPP® SERVICE RENEWAL AGREEMENT—Small Show

ZAPP Software, LLC | 1743 Wazee Street Suite 300 | Denver, CO 80202 |  
P (303) 629.1166 | F (303) 629.9717 | [www.zapplication.org](http://www.zapplication.org)



This **Renewal Agreement** ("Agreement") is dated 10-14, 2016 ("Effective Date") and entered into between **ZAPP Software, LLC**, a Colorado limited liability company ("**ZAPP**"), and the client identified in the signature block of this Agreement ("**Client**"), for the renewal of Client's term under the original ZAPP Service Agreement dated 10-14, 2016 between ZAPP and Client (the "Service Agreement"), as follows:

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

Access Term: \_\_\_\_\_ 20\_\_ to \_\_\_\_\_ 20\_\_

Use fees:

### Application module

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

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

☐ Projected jury image management module: \$1,500.00

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

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

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

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

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

Client	ZAPP
Incorporated in (state): <u>City of Wyandotte - Wyandotte</u> <u>Street Art Fair</u>	<b>ZAPP Software, LLC</b> a Colorado limited liability company ZAPP Manager 1743 Wazee Street, Suite 300 Denver, CO 80202
X Date:	Date:
X Signature:	Signature:
X Printed:	Printed:
X Title: <u>Mayor, City of Wyandotte</u>	Title:

Client: \_\_\_\_\_ Date: \_\_\_\_\_



## ZAPP® SERVICE RENEWAL AGREEMENT-Small Show

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

Access Term: \_\_\_\_\_ 20\_\_ to \_\_\_\_\_ 20\_\_

Use fees:

**Application module**

0-150 applications received: \$1,000.00 (base fee-Includes online jury) **OR**

151+ applications received: \$6.75 per application (Includes online jury)

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

☐ Projected jury image management module: \$1,500.00

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

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

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

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

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

Client	ZAPP
Incorporated in (state): <u>City of Wyandotte - Wyandotte</u> <u>Street Art Fair</u>	<b>ZAPP Software, LLC</b> a Colorado limited liability company ZAPP Manager 1743 Wazee Street, Suite 300 Denver, CO 80202
X Date:	Date:
X Signature:	Signature:
X Printed:	Printed:
Title: <u>Mayor, City of Wyandotte</u>	Title:

Clerk: \_\_\_\_\_

Date: \_\_\_\_\_



**ZAPP, LLC | 1743 Wazee Street Suite 300 | Denver, CO 80202 | P (303) 629.1166 | F (303) 629.9717 | [www.zapapplication.org](http://www.zapapplication.org)**

Name of Event: Wyandotte Street Art Fair	
Event Start Date: July 12 2017	Event End Date: July 15 2017
Open Application Date: Dec. 1 <sup>st</sup> 2017	Application Deadline: March 6 <sup>th</sup> 2017.
Jury Dates: March 7-10 <sup>th</sup> 2017	Application Fee: \$30-
Website: WyandotteStreetArtFair.org	Can artists apply more than once? YES <input checked="" type="radio"/> NO
How many applications do you want to accept per artist profile? (1-20)	

Name	Heather Thirde, Special Events Coordinator
Organization	City of Wyandotte
Email	hthirde@wyan.org
Phone	734.324.4502
Mailing Address	2624 Biddle Ave. Wyandotte, MI. 48192.

Name	_____
Organization	_____
Email	_____
Phone	_____
Remittance Address	_____

<b>Contract ID:</b>	<b>Great Plains ID:</b>
---------------------	-------------------------

<b>Fee Type</b>	<b>Amount</b>	<b>Payment</b>	<b>Notes</b>
Setup		received/auto/invoice/N/A	
Application		received/auto/invoice/N/A	
Image Management		received/auto/invoice/N/A	
Per App/Image		received/auto/invoice/N/A	
Multiple		received/auto/invoice/N/A	
Equipment		received/auto/invoice/N/A	
Shipping		received/auto/invoice/N/A	
Tech Assistance		received/auto/invoice/N/A	

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

**MEETING DATE:** November 14<sup>th</sup> 2016

**AGENDA ITEM #** 5b

**ITEM:** Welcome to Wyandotte Today: Magazine Contract

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

**INDIVIDUALS IN ATTENDANCE:** Heather A. Thiede, Special Events Coordinator, Joe Gruber, DDA Director

**BACKGROUND:** The past event/city marketing information; including the guidebook for the DDA has been professional, but repetitive. Professional, creative and informative marketing is vital to attracting potential residents, businesses and partners of the City of Wyandotte. We will be contracting with Community Publishing to publish a Welcome to Wyandotte Today magazine that encompasses all yearly marketing material the Special Events Office/Downtown Development Authority/Wyandotte Museum Department produce with the addition of Municipal Service information. This magazine will be a Wyandotte guide that will be given to new residents, potential businesses and distributed to all Wyandotte and Grosse Ile residents. We feel this will be a wonderful partnership and are looking forward to working with them! (See the attached contract for further details)

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

**ACTION REQUESTED:** We feel that Community Publishing will provide excellent service and request your support of this contract

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

Calendar Expense Account:  
DDA Expense Accounts  
Municipal Service Expense Accounts

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concurs with recommendation, signature on file. *SDysdal*

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:** *JSB*

**LIST OF ATTACHMENTS**

Contract

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 14<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 contract between the City of Wyandotte and Community Publishing for the 2016 Welcome to Wyandotte Today magazine.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell



**Community Publishing & Marketing  
2017 TODAY Magazine Sponsorship  
Prepared for the City of Wyandotte**

**Welcome to Wyandotte TODAY 2017 Guide Sponsorship**

Our TODAY Magazines run quarterly and work in collaboration with the Cities and their intra-departments, the DDA, the school districts, the chambers and the many businesses & residents to facilitate and deliver the Community's message for free to every residence and business within their respective area.

**Strategy**

This marketing plan is to produce (create, design, layout, print, bind and mail) a 100+ page full size full color Magazine that showcases all of Wyandotte to its community residences and businesses as well as a few select surrounding places and areas. It is our mission and distinct honor to work hand and hand with the City of Wyandotte, its Department of Recreation Leisure & Culture, its DDA, etc. to collaborate and formulate a production and marketing strategy that facilitates the entire production process for the Welcome to Wyandotte TODAY 2017 Guide. CPM will also provide the entire full scale advertising effort (with the assistance of the various City Departments' help and cooperation) in order to absorb a large portion of the project before us. The City of Wyandotte will also subsidize this project at the beginning stages with a \$10,000 contribution, but will also see a rebate (or return on investment) once the advertisers are on board for the entire year, within CPM's other Wyandotte TODAY quarterly Magazines (Q2-Q4).

**Specs:**

- 22,000 magazines (approximately 16,500 mailing and balance (approx. 5,500) delivered to 1 location at the City of Wyandotte's discretion)
- 96 page + 4 page cover or 112 page + 4 page cover (TBD depending on advertising and editorial)
- Text: 50# or 55# c2s gloss text (depending on whether we go saddle stitching or perfect binding)
- Cover: 100# c2s gloss text
- 4 color process throughout
- 8.25 x 10.75 trim (8.5 x 11 including 1/8" bleed all 4 sides)
- Saddle stitch or perfect bind (TBD) along the 10.75 dimension (vertical pub)
- CPM will print this project with a company of its choosing (parent company Printwell)
- Entire creation, design, layout will be a collaboration with City of Wyandotte and CPM
- CPM will solicit and retain all advertising for all 4 quarterly TODAY Magazines throughout 2017 including its Welcome to Wyandotte TODAY 2017 Guide
- CPM will be a partner/sponsor of many 2017 City of Wyandotte Special Events
- CPM will utilize the photo provided by the City as the cover of the magazine.
- CPM will produce a Digital Version of the guide that will be accessible for both Android and Apple devices as well as on the City's and CPM's website.



- The City of Wyandotte will own all information and graphics within the Welcome to Wyandotte TODAY 2017 Guide (this is a City of Wyandotte project/guide book and that other than the ads within the publication, the other material/graphics/information/text/etc. are city property).

Potential rebate of \$2,000 per 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> quarterly TODAY Magazine if the advertisers fulfill their original obligations for all 4 quarterly Magazines including the Welcome to Wyandotte TODAY 2017 Guide, totaling \$6,000 for the entire 2017, and decreasing the overall outlay for this entire project to \$4,000 for this incredible full scale Guide. CPM will sell all advertising within the TODAY Magazines and Guide and retain all monies owed from these advertising and sponsorship endeavors. CPM will sell business card ads, quarter page, half page, full page ads, etc. within Wyandotte TODAY for issues 2-4. Each respective quarter page, half page and full page in editions 2-4 will receive a full page within the January edition, which is the Welcome to Wyandotte TODAY 2017 Guide. Once CPM fills approximately 40 full pages, the City of Wyandotte will receive \$1,000 for 1-3 extra ad pages, and \$2,000 (see schedule) for any extra ads above and beyond 43 ad pages in the Welcome to Wyandotte TODAY 2017 Guide

**Potential Rebate Schedule:**

CPM will pay the City of Wyandotte \$2,000 on May 15<sup>th</sup>, 2017 following the April edition.

CPM will pay the City of Wyandotte \$2,000 on August 15<sup>th</sup>, 2017 following the July edition.

CPM will pay the City of Wyandotte \$2,000 on Nov 15<sup>th</sup>, 2017 following the October edition.

The City of Wyandotte has the right to use the money in trade with CPM, but it is entirely the City's option

Total amount due for project: \$10,000

40% due upon signing this agreement 50% due once draft magazine is reviewed and approved by December 22<sup>nd</sup> and the remaining 10% to be paid after the magazine/guide is distributed to the Wyandotte and Grosse Ile households and the 5,500 additional copies delivered to a city department of choice

Signature:

---

Mayor, Joseph R. Peterson

Date

---

City Clerk, Larry Stec

Date

---

Director of Publishing Mark A. Fisher, Community Publishing & Marketing

Date

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

**MEETING DATE:** November 14<sup>th</sup> 2016

**AGENDA ITEM #** 5c

**ITEM:** Special Event Applications – Rockin’ New Year’s Eve Event

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

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

**BACKGROUND:** Below please find the requested dates for streets/property 360 Event Productions would like to utilize for a New Year’s Eve event downtown Wyandotte. Rockin’ the Shores LLC. requests permission to host Rockin’ NYE (New Year’s Eve Ball Drop Event) on Saturday, December 31, 2016 starting at 6 p.m. and ending on January 1, 2017 at 1a.m. Rockin’ the Shores LLC is owned and operated by Julie Law and Vin Dombroski, booth who are highly experienced in producing large-scale events. Law also produced a similar “New Year’s Eve Ball Drop” event in Royal Oak, MI in 2010 and currently plans and executes the WBA 3<sup>rd</sup> Friday Events under her other company 360 Event Productions. Both owners have combined 50 years’ experience in event production and entertainment.

Rockin’ NYE will be an event for people of all ages featuring an outdoor concert with national and local bands. The evening will culminate with a Time Square-style ball drop at 9 p.m. for families and again at 12 mid-night. Vendors will set up within the permitted footprint area. A large heated tent will be erected on Maple. Food and alcohol sales will take place near the stage and tent area on Maple and Biddle.

The event company met with the DDA Director and myself and we are in full support of this exciting event during one of the hardest time of years for our businesses. They are asking permission for the following items:

Set up for the event will be constructed at Biddle and Maple on Friday, December 30, 2016. Requesting street closures on Friday, Dec 30, 2016 at 8 a.m. and reopen them on Sunday, Jan 1, 2017 at 12 noon.

- Request to close Biddle Avenue between Oak and Eureka Road
- Request to close Sycamore from Biddle to Alley – East
- Request to close Maple from Biddle to Alley – East
- Request to close Elm to Biddle to Alley – East
- Request to close Sycamore and Biddle to just past Coastal Thai
- Request to close Maple from Biddle to alley
- Request to close Elm from Biddle to the Alley – West
- Request to close First Street behind Chelsea’s Menswear

Permission to allow the city sidewalks listed below to be used during Rockin’ NYE, Dec 31, 2016 – January 1, 2017.

- Biddle Avenue, Eureka to Chestnut Street
- Oak Street, Van Alstyne to Third Street
- Elm Street, Van Alstyne to Third Street
- Maple Street, Van Alstyne to Third Street
- Sycamore Street, Van Alstyne to Third Street
- Eureka Road, Van Alstyne to Third Street
- First Street, Oak to Maple

Merchants who want to utilize the space of the space in front of their store, must sent and application to

Rockin' the Shores LLC. Further, this permission should extend only to those merchants who have been issued a permit by the City of Wyandotte/ Special Events Office. They are not authorized to sub-contract their space. Enforcement of this policy should be authorized by the Wyandotte Police Department under Ordinance 32-1.

Requesting the following parking lots to be used for paid parking. Parking attendants will be manned by charities:

- Chase Parking Lot #7
- Yack Lot # 8
- Riverfront lot #1

Requesting the use of fencing and barricade to close roads and backstage barrier for the bands and crane. If available, bike rack to be used in front of stage.

Organizers may be requesting the use of the mobile stage. Will put the formal request in 30 days prior to the event. If the City stage is not used, a professional stage with a roof will be placed on Biddle, south of Maple, facing North.

Power will be needed for this event. Exact power needs have not been determined at this time. Will provide a formal request 30 days prior to the event. If there is a need for more power than what the city can provide, we will need to bring in a 60KW – 100KW generator to run the stage and light the ball.

Requesting small dumpsters be placed in the gravel lot on Biddle. Requesting garbage cans and liners are placed around the area. Clean up will begin at 1 a.m. Organizers will have charity volunteers help pick up garbage.

If possible, requesting the traffic light be turned off at Maple & Biddle Ave during the event.

Rockin' the Shores LLC is requesting first right of refusal to host the NYE event in 2017.

If there are any costs for any city staff/material/property for said event, Rockin' the Shores LLC will be responsible for those fees no later than 30 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 Rockin' the Shores LLC. This means any glass, spills; broken items will need to be cleaned during the event. Rockin' the Shores LLC 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 Events 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 Events Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shrysdal*

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

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS**

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 14<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 events held December 30<sup>th</sup> – January 1<sup>st</sup> 2016.

Set up for the event will be constructed at Biddle and Maple on Friday, December 30, 2016. Requesting street closures on Friday, Dec 30, 2016 at 8 a.m. and reopen them on Sunday, Jan 1, 2017 at 12 noon.

- Request to close Biddle Avenue between Oak and Eureka Road
- Request to close Sycamore from Biddle to Alley – East
- Request to close Maple from Biddle to Alley – East
- Request to close Elm to Biddle to Alley – East
- Request to close Sycamore and Biddle to just past Coastal Thai
- Request to close Maple from Biddle to alley
- Request to close Elm from Biddle to the Alley – West
- Request to close First Street behind Chelsea's Menswear

Permission to allow the city sidewalks listed below to be used during Rockin' NYE, Dec 31, 2016 – January 1, 2017.

- Biddle Avenue, Eureka to Chestnut Street
- Oak Street, Van Alstyne to Third Street
- Elm Street, Van Alstyne to Third Street
- Maple Street, Van Alstyne to Third Street
- Sycamore Street, Van Alstyne to Third Street
- Eureka Road, Van Alstyne to Third Street
- First Street, Oak to Maple

Merchants who want to utilize the space of the space in front of their store, must sent and application to Rockin' the Shores LLC. Further, this permission should extend only to those merchants who have been issued a permit by the City of Wyandotte/ Special Events Office. They are not authorized to sub-contract their space. Enforcement of this policy should be authorized by the Wyandotte Police Department under Ordinance 32-1.

Requesting the following parking lots to be used for paid parking. Parking attendants will be manned by charities:

- Chase Parking Lot #7
- Yack Lot # 8
- Riverfront lot #1



Requesting the use of fencing and barricade to close roads and backstage barrier for the bands and crane. If available, bike rack to be used in front of stage.

Organizers may be requesting the use of the mobile stage. Will put the formal request in 30 days prior to the event. If the City stage is not used, a professional stage with a roof will be placed on Biddle, south of Maple, facing North.

Power will be needed for this event. Exact power needs have not been determined at this time. Will provide a formal request 30 days prior to the event. If there is a need for more power than what the city can provide, we will need to bring in a 60KW – 100KW generator to run the stage and light the ball.

Requesting small dumpsters be placed in the gravel lot on Biddle. Requesting garbage cans and liners are placed around the area. Clean up will begin at 1 a.m. Organizers will have charity volunteers help pick up garbage.

If possible, requesting the traffic light be turned off at Maple & Biddle Ave during the event.

Rockin' the Shores LLC is requesting first right of refusal to host the NYE event in 2017.

If there are any costs for any city staff/material/property for said event, Rockin' the Shores LLC will be responsible for those fees no later than 30 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 Rockin' the Shores LLC. This means any glass, spills; broken items will need to be cleaned during the event. Rockin' the Shores LLC 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).

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: Dec 31, 2016 Times: 6:00 p.m. - 1:00 a.m.

Name of Applicant: Julie Law

Name of Business or Organization: Rockin' the Shores LLC

Type of legal entity of your business/organization: Limited Liability Corporation

Name of individual authorized to sign documents on behalf of your business/organization: Julie Law

Address: 27700 Gratiot Avenue, 307, Roseville, MI 48066

Email: jlaw@360EventProductions.com Cell Phone: 313-402-5657

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

Site of proposed event: Biddle Ave. Maple.

Estimated maximum number of persons expected at the event for each day: 2,500 - 5,000

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: Biddle & Maple

Filling water barrels for tent.

**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.

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

**MEETING DATE:** November 14<sup>th</sup> 2016

**AGENDA ITEM #** 5d

**ITEM:** Special Event Application - Wyandotte Business Association/WRIF

**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 Wyandotte Business Association (WBA) would like to utilize for their November special event to take place on November 19<sup>th</sup> 2016. Use of the property to take place, November 16<sup>th</sup> - 21<sup>st</sup> 2016. (See attached information sheet and map) The WBA is asking permission for the following items:

**November 2016: WRIF .5K Run with Dave & Chuck Morning Show**

- Wednesday November 16<sup>th</sup> reserve the Theater Lot to begin set up for the event and reserve for the weekend until tent removal is complete Monday
- WBA will need use of Biddle Avenue immediately after the parade route is complete
- Road Closures at Elm Street / 1st Street / Theater Lot area starting at November 18, 2016 5:00 am until 8:00 pm – see attached diagram

**Street Closures:**

- Saturday November 19<sup>th</sup> beginning 5:00 am until 8:00 pm - Elm Street between 1st Street & up to CVS alley way
- Also include 1st Street between Chelsea Men's Store & corner of Elm St at Nannas
- Re-open streets Saturday November 19<sup>th</sup> by 8:00 pm
- No Parking Signs Saturday November 19<sup>th</sup> 5:00 am to 8:00 pm. Place on both sides of Elm Street between 1st street and CVS alley way. Also include 1st Street where roads are closed.
- Barricades as needed for closures noted above

**Overview:**

***Wednesday, Nov 16***

- Wahl Tents will be erecting a 40' x 150' and 60' x 60' pole tent in the Old Theatre lot on Wednesday between 9 a.m. & 5 p.m.
- Requesting Miss Dig survey the lot the week prior to set up.
- WRIF to test internet line for broadcast

***Friday, November 18***

- 4:00 pm: Vendors arrive to set up inside tent
- 5:00 pm: Cookie Crawl Check Inside tent
- 9:00 pm: Event ends

***Saturday, November 19***

- 6:00am: WRIF Promotions on-site at Theater Lot for Set Up
- 7:00am: Vendors arrive for set up

- 8:00am: Beer Tent Opens Up and Check In Begins / WRIF Vehicle at Parade Line Up
- 10:00am: City of Wyandotte Christmas Parade / WRIF in Magdelenas
- 11:30am: Check In Ends
- 12:00pm: All .5K Runners into the street to participate
- 12:30 p.m. .5K starts (expected to end in minutes)
- 1:00pm: Morning Show Start Photos/Meet & Greets with attendees
- 3:00pm: Morning Show Ends Photos/Meet & Greets (time approximate)
- 6:00pm: Event Ends
- Security will be checking ID's and placing wristbands on all participants 21 years or older.

It is understood by that stakes must be driven into the ground to secure large tents. The city can have a representative on premise to supervise setup when stakes are driven into the ground if the city desires and is concerned. The WBA will call Miss Dig locate underground wires so they can be avoided. Any damage to the underground power and/or sprinkler system will be the Wyandotte Business Associations responsibility to replace/repair.

If there are any costs for any city staff/material/property for said event, the WBA will be responsible for those fees no later than 30 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 WBA. This means any glass, spills; broken items will need to be cleaned during the event. The WBA and WRIF must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial (Please see the attached applications).

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

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

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

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:** *ALP*

**LIST OF ATTACHMENTS**

Information sheets



## **MODEL RESOLUTION:**

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

WHEREAS the Special Events Coordinator has requested to grant permission to the Wyandotte Business Association for the use of City Property on November 19<sup>th</sup> – 23<sup>rd</sup> 2015, with said event to be held on:

### **November 2016: WRIF .5K Run with Dave & Chuck Morning Show**

- Wednesday November 16<sup>th</sup> reserve the Theater Lot to begin set up for the event and reserve for the weekend until tent removal is complete Monday
- WBA will need use of Biddle Avenue immediately after the parade route is complete
- Road Closures at Elm Street / 1st Street / Theater Lot area starting at November 18, 2016 5:00 am until 8:00 pm – see attached diagram

### **Street Closures:**

- Saturday November 19<sup>th</sup> beginning 5:00 am until 8:00 pm - Elm Street between 1st Street & up to CVS alley way
- Also include 1st Street between Chelsea Men's Store & corner of Elm St at Nannas
- Re-open streets Saturday November 19<sup>th</sup> by 8:00 pm
- No Parking Signs Saturday November 19<sup>th</sup> 5:00 am to 8:00 pm. Place on both sides of Elm Street between 1st street and CVS alley way. Also, include 1st Street where roads are closed.
- Barricades as needed for closures noted above

### **Overview:**

#### ***Wednesday, Nov 16***

- Wahl Tents will be erecting a 40' x 150' and 60' x 60' pole tent in the Old Theatre lot on Wednesday between 9 a.m. & 5 p.m.
- Requesting Miss Dig survey the lot the week prior to set up.
- WRIF to test internet line for broadcast

#### ***Friday, November 18***

- 4:00 pm: Vendors arrive to set up inside tent
- 5:00 pm: Cookie Crawl Check Inside tent
- 9:00 pm: Event ends

#### ***Saturday, November 19***

- 6:00am: WRIF Promotions on-site at Theater Lot for Set Up
- 7:00am: Vendors arrive for set up
- 8:00am: Beer Tent Opens Up and Check In Begins / WRIF Vehicle at Parade Line Up
- 10:00am: City of Wyandotte Christmas Parade / WRIF in Magdelenas
- 11:30am: Check In Ends
- 12:00pm: All .5K Runners into the street to participate
- 12:30 p.m. .5K starts (expected to end in minutes)
- 1:00pm: Morning Show Start Photos/Meet & Greets with attendees
- 3:00pm: Morning Show ends Photos/Meet & Greets (time approximate)
- 6:00pm: Event Ends
- Security will be checking ID's and placing wristbands on all participants 21 years or older.

RESOLVED that Council concurs with the Special Events Coordinator to APPROVE the use of city property for the Wyandotte Business Association for the .5K Run with Dave and Chuck Morning Show. The WBA and WRIF must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell



**WBA 3<sup>rd</sup> Friday Cookie Crawl &  
Dave & Chuck .5k  
Downtown Wyandotte  
November 18 & 19, 2016**



**Contact Info:**

- Julie Law – 360 Event Productions - Cell: 313.402.5657  
[jlaw@360EventProductions.com](mailto:jlaw@360EventProductions.com)
- Jenna Smith - WBA President - 734.624.0416

**Theatre Lot:**

- Wed, Nov 16, 2016 reserve the Theater Lot to begin set up for the event and reserve for the weekend until tent removal is complete Sunday or Monday depending on weather.

**Street Closures Saturday:**

- WBA will need use of Biddle Avenue immediately after the parade route is complete.
- Road Closures at Elm Street / 1st Street / Theater Lot area starting at November 21, 2016 between 5:00 am to 8:00 pm – see attached diagram
- Saturday November 19 beginning 5:00 am until 8:00 pm - Elm Street between 1st Street & up to CVS alley way
- 1st Street between Chelsea Men's Store & corner of Elm St at Nanna's
- Re-open streets Saturday November 19 by 8:00 pm
- No Parking Signs Saturday November 19<sup>th</sup> 5:00 am to 8:00 pm. Place on both sides of Elm Street between 1st street and CVS alleyway. Also include 1st Street where roads are closed.
- Barricades as needed for closures noted above

**Overview:**

***Wednesday, Nov 16***

- Wahl Tents will be erecting a 40' x 150' and 60' x 60' pole tent in the Old Theatre lot on Wednesday between 9 a.m. & 5 p.m.
- Requesting Miss Dig survey the lot the week prior to set up.
- WRIF to test internet line for broadcast

***Friday, November 18***

- 4:00 pm: *Vendors arrive to set up inside tent*
- 5:00 pm: *Cookie Crawl Check Inside tent*
- 9:00 pm: *Event ends*

**Saturday, November 19**

- 6:00am: WRIF Promotions on-site at Theater Lot for Set Up
- 7:00am: Vendors arrive for set up
- 8:00am: Beer Tent Opens Up and Check In Begins / WRIF Vehicle at Parade Line Up
- 10:00am: City of Wyandotte Christmas Parade / WRIF in Magdelenas
- 11:30am: Check In Ends
- 12:00pm: All .5K Runners into the street to participate
- 12:30 p.m. **.5K starts (expected to end in minutes)**
- 1:00pm: Morning Show Start Photos/Meet & Greets with attendees
- 3:00pm: Morning Show ends Photos/Meet & Greets (time approximate)
- 6:00pm: Event Ends
- Security will be checking ID's and placing wristbands on all participants 21 years or older.

**City Requests:**

- Small dumpster to be placed in lot off Oak and 1<sup>st</sup>, closest to Old Theatre Lot.
- Access to power outlets in lot.
- Access to 50 amps for two beer trailers.
- Broadcast line for WRIF (must be installed by Wed, Nov 16 for WRIF to test the line.)
- Use locking fence and / or snow fencing and / or A frames on other streets.
- Trash Cans – an ample supply of lined trash cans on the streets.
- One medium size dumpsters at Old City Hall Parking Lot.

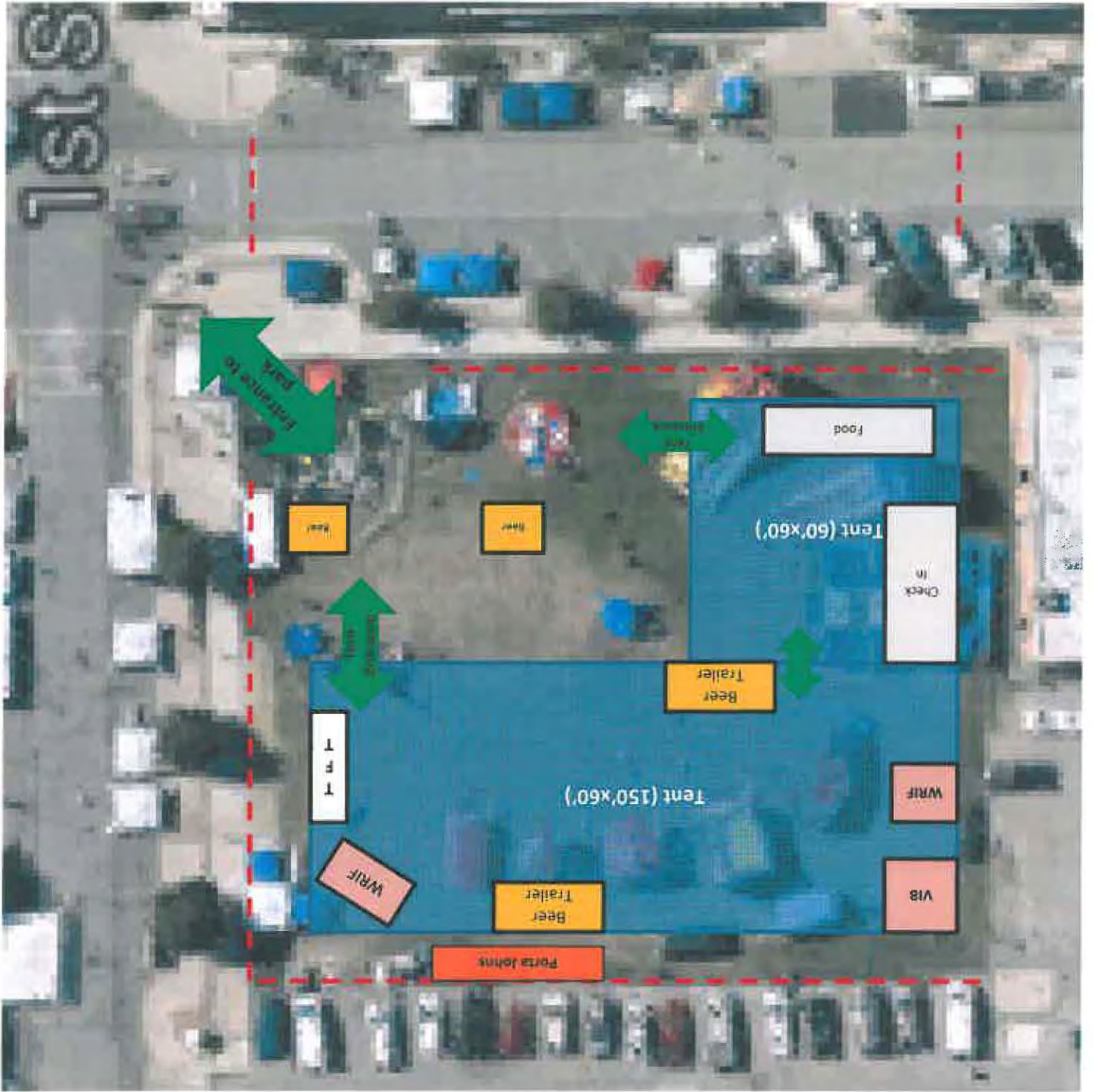
**Other Set up:**

- Port a Johns will be delivered on Friday between 12 noon – 3 p.m.
- Vendor booths inside the tent on Friday & Saturday
- Signage place throughout to visibly mark Event Areas, No Alcohol Beyond This Point, No Smoking.

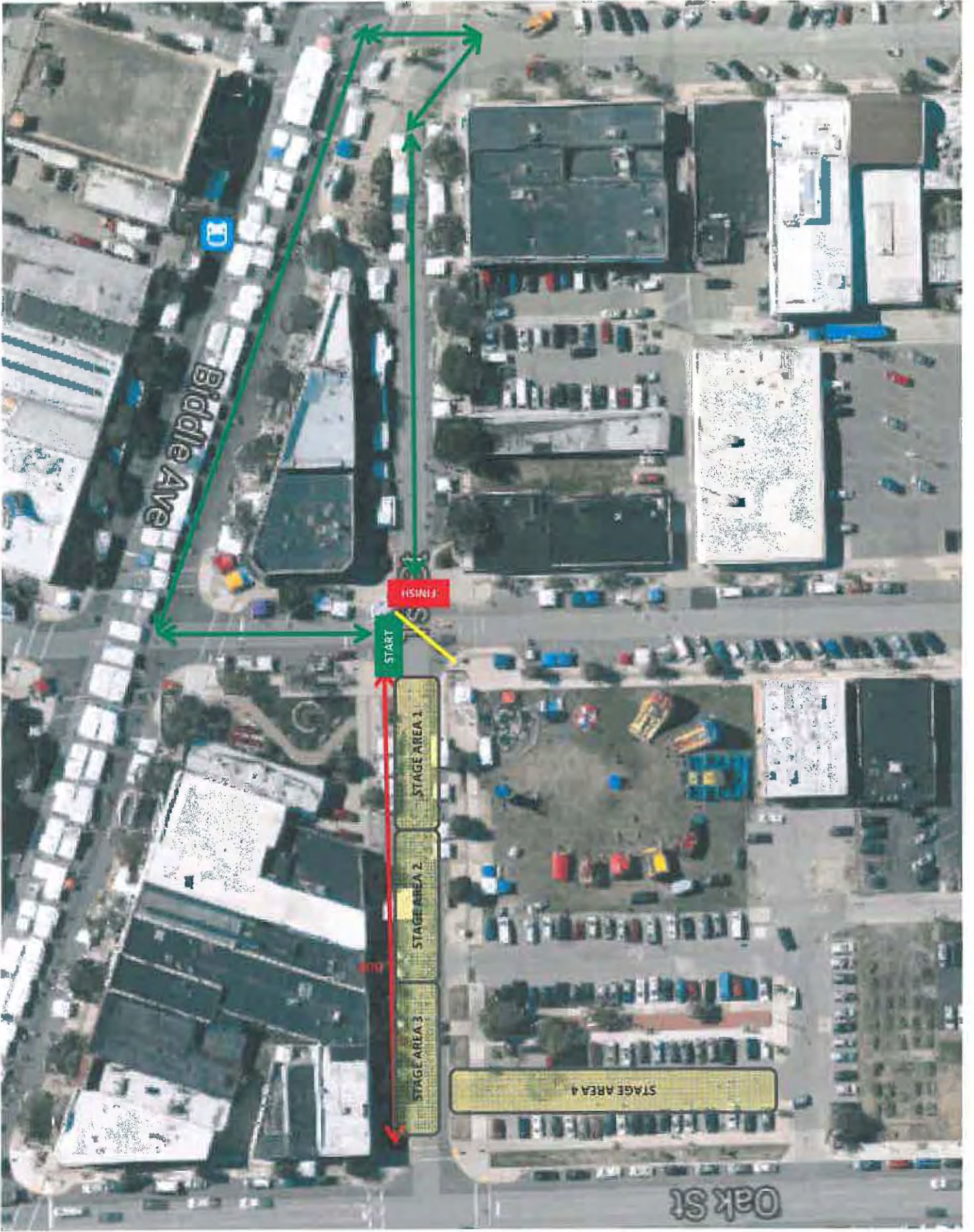
**Tear Down:**

- Event areas will be cleaned and trash moved to dumpster

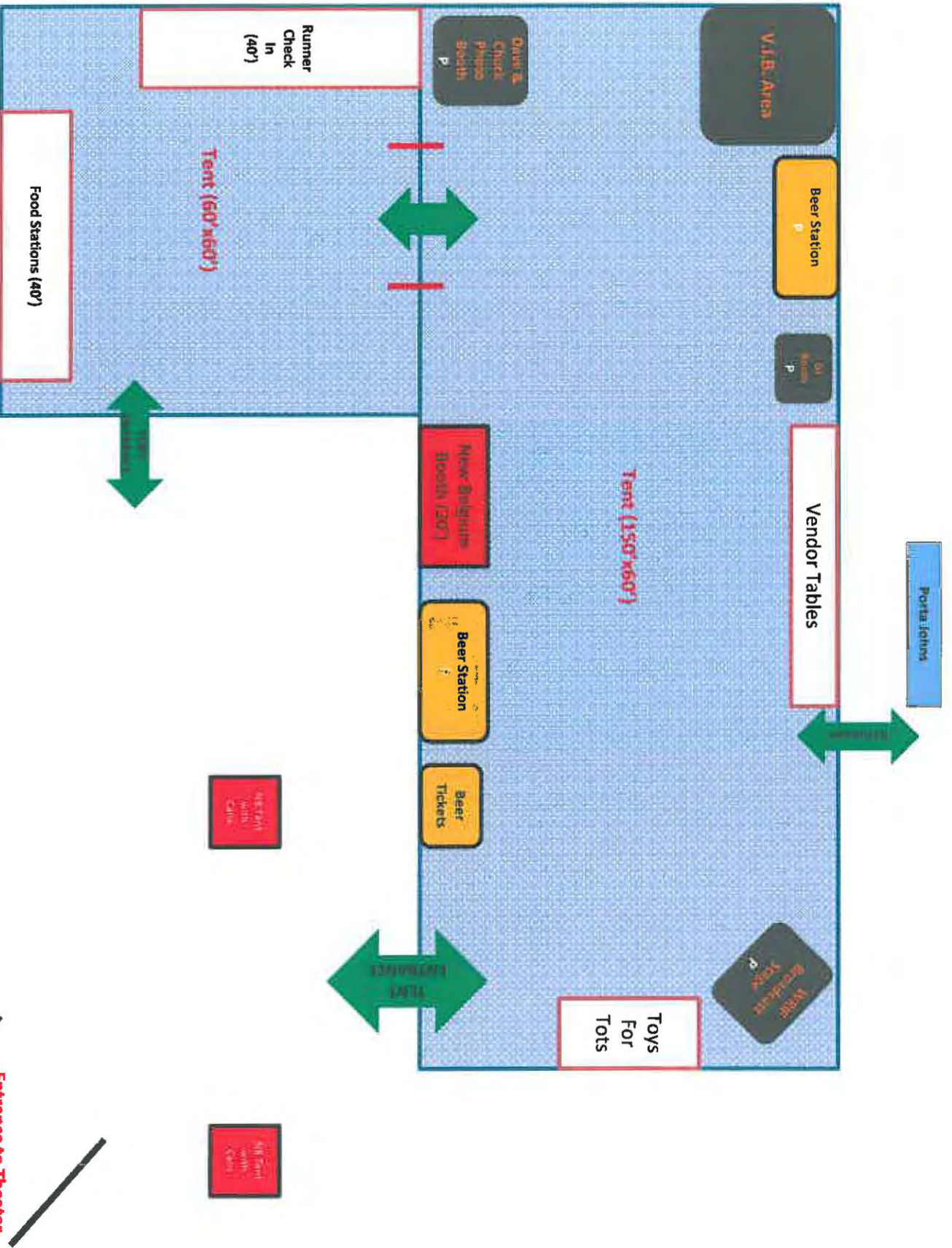












**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: November 14<sup>th</sup> 2016

AGENDA ITEM # 5e

**ITEM:** Christmas Parade – Carriage Contract

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

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

**BACKGROUND:** Herewith, please find the carriage rental agreement assembled and recommended by my office for the 2016 Christmas Parade. We have confidence that once again, Ann Arbor Carriage will provide us with quality services and are endorsing their contract for the parade.

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

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

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

Christmas Parade Expense Account- 285-225-925-730-825 - \$595

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDrysdale*

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

**MAYOR'S RECOMMENDATION:** *JRP*

**LIST OF ATTACHMENTS:**

Agreement

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 14, 2016

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

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

A resolution to APPROVE the contract for Ann Arbor Carriage for the 2016 Christmas Parade as outlined in the



provided communication dated November 14, 2016, \$595 to be paid from the Christmas Parade Account 285-225-925-825. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

Nov 19, 2016

## Ann Arbor Carriage

P.O. Box 263  
Whitmore Lake, MI 48189  
734-323-7383  
[www.annarborcarriage.com](http://www.annarborcarriage.com)

Heather A. Thiede  
Special Event Coordinator  
Department of Recreation, Leisure and Culture  
3131 Third Street  
Wyandotte, Michigan 48192  
Phone – 734-324-4502  
Fax – 734-324-7296  
[www.wyandotte.net](http://www.wyandotte.net)  
[www.wyandottestreetartfair.org](http://www.wyandottestreetartfair.org)

### Christmas Holiday Parade 2016

**Event:** One horse - drawn Carriage decorated for Christmas Parade.

**Date:** Saturday November 19, 2016

**Time:** 9:30am till end. Start time 10:00

**Invoice:**

\$595.00 Please mail before event to hold date.

**Mail:** P.O. Box 263 Whitmore Lake, MI 48189

Thank you, Denise M. Kubin

**NOTE:** Sign and send back

\_\_\_\_\_  
Signature                      Date                      Cell number for the day of event \_\_\_\_\_

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

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

MEETING DATE: November 14<sup>th</sup> 2016

AGENDA ITEM # 5f

**ITEM:** Holiday Performance Contract

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

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

**BACKGROUND:** Herewith, please find the Holiday Performance Contract assembled and recommended by my office for the 2016 Holiday Event Season. We have confidence that once again, Carey Ann's Clown Caravan will provide us with quality services and are endorsing their contract for the Holiday event downtown.

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

**ACTION REQUESTED:** Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson and Lawrence Stec, City Clerk to sign the attached contract.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

Free – In exchange for a booth at the WSAF

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

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

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:**

Agreement

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 14<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:

A resolution to APPROVE the contract for Carey Ann's Clown Caravan for the 2016 Christmas Tree lighting as

outlined in the provided communication dated November 14<sup>th</sup>, 2016, funds to be paid from the Christmas Parade Account. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

# Carey Ann's Clown Caravan

17841 Poplar Street, Riverview, MI 48193

734-285-3492

[www.careyann.com](http://www.careyann.com)

Type: Special Event - Special Event Wyandotte Tree Lighting Ceremony

This Agreement is for the personal services of the Carey Ann's Clown Caravan or Dream Machine Family Concerts made this November 7, 2016 by Heather Thiede, of the City of Wyandotte.

I. CLIENT: The client requests the personal services of Carey Ann's Clown Caravan and agrees to tender collectively to the employer services for the same according to the following rules:

Address of Employment Downtown Wyandotte, corner of Sycamore & Biddle, in Chase Bank Lot

Date of Employment: Friday, November 18, 2016

Time of Employment: 5:30 pm - 7:30 pm (2 hours)

Description of Services Balloon Twisting with Trixie the Clown

2. PRICE: **No Cash Exchange** for this service, but rather entertainment service by Carey Ann's Clown Caravan herein described in **exchange** for our usual booth rental fee for the 2017 Wyandotte Art Fair at the southwest corner on Elm at Biddle.

3. LIABILITY OF CLIENT: The client in signing this contract themselves acknowledges their authority to do so and hereby assume liability for the amount stated herein. Failure to cancel this agreement less than 30 days prior to engagement will result in employer's responsibility for full amount or loss of deposit.

Number of Children: unknown

Average Ages: all

Location for Entertainment: Chase Bank Lot at Sycamore and Biddle

Client: Mayor Peterson  
City of Wyandotte  
3200 Biddle Avenue Ste. 300  
Wyandotte, MI 48192 Phone 734-324-4502

X\_\_\_\_\_

City Clerk, Lawrence Stec  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192 Phone 734-324-4502

X\_\_\_\_\_

Vendor: Carol Ann Owens  
17841 Poplar Avenue,  
Riverview, MI 48193  
Phone: 734-285 3492  
Email: rowens@careyann.com

X\_\_\_\_\_

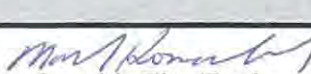



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: November 14, 2016

AGENDA ITEM # 6

**ITEM:** Purchase Agreement to sell City owned property known as former 816-824 Cherry

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

**BACKGROUND:** The former 816-824 Cherry was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home. Mr. and Mrs. Mazzola are proposing to construct a single family home consisting of approximately 2,400 square feet, 3 bedrooms, 2.5 baths, full basement and attached garage. The exterior will be stone and vinyl.

The attached garage is not in compliance with Building Features of the Specifications of three (3) feet or the City's Zoning Ordinance of six (6) feet, because the garage is 14' 6" in front of the living space. I recommend approving the Purchase Agreement because the garage has two (2) front windows, staggered roof lines at the garage, decorative stone and the entrance to the garage is from the side. This will require a variance from the Zoning Board Appeals which is a requirement of the sale.

**STRATEGIC PLAN/GOALS:** We are committed to enhancing the community's quality of life by:

1. Fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. 2. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods. 3. Fostering the maintenance and development of stable and vibrant neighborhoods.

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

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

**IMPLEMENTATION PLAN:** Execute Purchase Agreement and close on property.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

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

**MAYOR'S RECOMMENDATION:** 

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

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 14, 2016

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

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer and City Assessor regarding the City owned property located at former 816-824 Cherry 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 816-824 Cherry to Nancy and Giuseppe Mazzola for the amount of \$10,000.00; AND

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

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 816-824 Cherry, between Nancy and Giuseppe Mazzola and the City of Wyandotte for \$10,000 as presented to Council on November 14, 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  
(734) 285-6500  
FAX (734) 285-4160

William R. Look  
Steven R. Makowski

Richard W. Look  
(1912-1993)

**PURCHASE AGREEMENT**

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

**Lots 9 and 10 Block 233 Plat of Part of Wyandotte as recorded in Liber 1 Page 295 of Plats, Wayne County Records** being known as **the former 816-824 Cherry 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><b>\$10,000 plus closing costs to be determined at closing</b></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>Possession</b>	
<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. Due dates are August 1 and December 1.
<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 N/A Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

The closing of this sale shall take place at the office of 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 un consummated, at the time of Seller's election to refund the deposit, or of Seller's or Purchaser's failure, inability or refusal to perform the conditions of this offer; provided, however, that if the deposit is forfeited under the terms of said offer, the Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be paid to or retained by the Broker in full payment for services rendered.

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

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 2,400 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 2006 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 stone on front skirting and vinyl or aluminum siding on remainder of home as indicated on Attachment A
  - Attached garage will require a zoning variance from the Zoning Board of Appeals. Variance must be granted before issuance of Building Permit.
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 plans and 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. Failure to undertake development or complete construction within the above time period will results in Seller's right to repurchase property including any improvements for \$1.00. A Deed Restriction will be placed on the property which will include this contingency.
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.

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

  
Nancy Mazzola Purchaser  
  
Giuseppe Mazzola Purchaser

Dated: 10-14-16

CITY OF WYANDOTTE, Seller

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

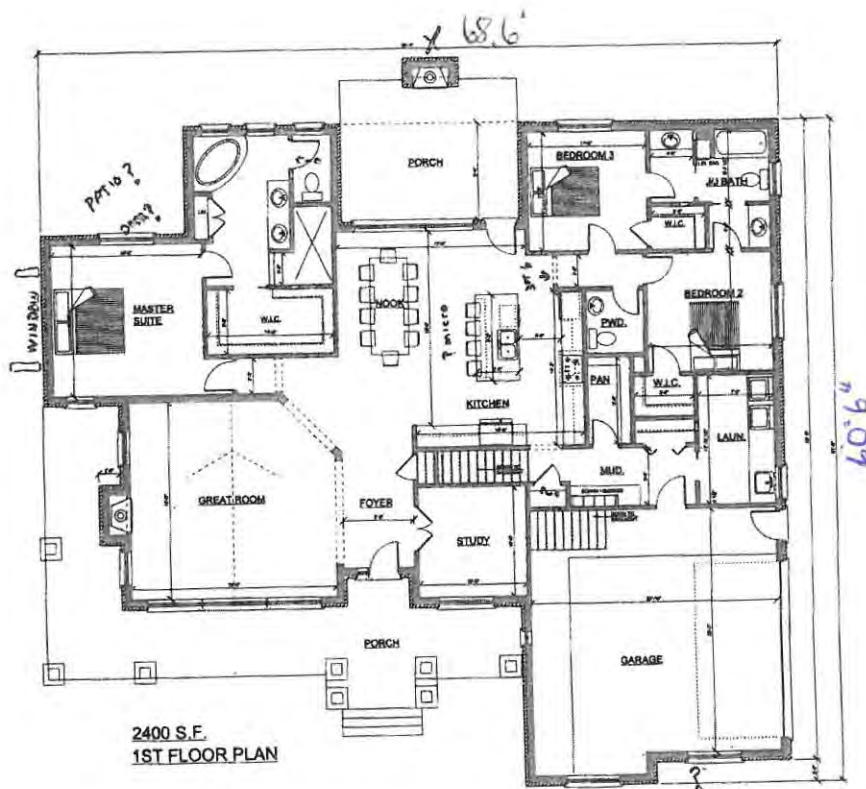
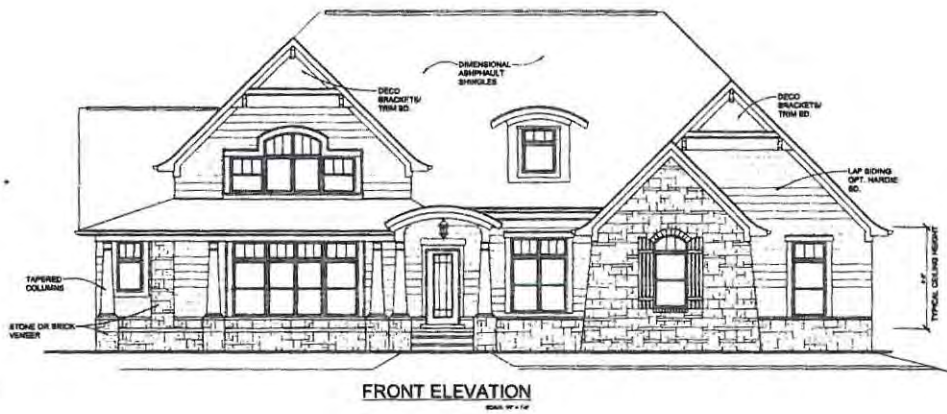
Joseph R. Peterson, Mayor

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

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

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

# Attachment A



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 recommend by the Committee, shall expeditiously enter into a purchase agreement, subject to the terms set forth in these Specification 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.**

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.

### As Is Condition

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

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

### Title Insurance

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

### Taxes and Prorated Items

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

### Neighborhood Enterprise Zones (NEZ)

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

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

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

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

### Closing Fee

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

### Subdivision Precluded

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

### Dirt Removal

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

### Subject to Easement

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



### Building Permit Prior to Closing

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

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

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

### Timely Development

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

### Guideline Price Not Binding

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

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

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

### Reservation

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

## REQUIREMENTS

### Sales Price

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

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

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

### Disclosure and Anti-Collusion

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

### Deposit

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

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

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

### Evaluation

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

### Equalization Factor

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

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

Proof of residency will be required upon request.

## BUILDING REQUIREMENTS

### Harmony with Adjoining Residential Properties

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

### Building Features

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

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

### Suggested Minimum Features

#### One Story Building Minimum Features:

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

#### Two Story Building Minimum Features:

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

#### Corner Lots:

- a. Wrap around porches



## BUILDING REQUIREMENTS

### Required Feature

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

### Standards

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

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

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

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

**836 Cherry** - LOT 11 PLAT OF PART OF THE CITY OF WYANDOTTE, BLOCK 233 T3S R11E, L1 P295 WCR  
Lot Size: 50' x 140'



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

MEETING DATE: November 14, 2016

AGENDA ITEM # 7

**ITEM:** Neighborhood Enterprise Zone (NEZ) for former 816-824 Cherry now known as 822 Cherry, Wyandotte

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

**BACKGROUND:** This property was listed for sale in accordance with the City's specifications for Build a Future in Wyandotte. The Purchaser(s), Mr. and Mrs. Mazzola are requesting Your Honorable Body support issuing a Neighborhood Enterprise Zone (NEZ) exemption certificate for the home being constructed on the property known as former 816-824 Cherry now known as 822 Cherry. This request is consistent with the Resolution adopted December 7, 1992.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the 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 neighborhood.

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

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

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shaydall*

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

**MAYOR'S RECOMMENDATION:** *Alt*

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

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 14, 2016

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

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer regarding the Application for a Neighborhood Enterprise Zone Certificate for the former 816-824 Cherry now known as 822 Cherry; AND

BE IT FURTHER RESOLVED that the City Clerk and the City Assessor are hereby authorized to execute said applications for a 12 year Neighborhood Enterprise Zone Certificate.

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	_____

City of Wyandotte  
Michigan

3131 BIDDLE AVENUE 48192

(313) 246-4440

FAX: 246-4519 Administration

FAX: 246-4498 Clerk's Office

JAMES R. DeSANA, MAYOR

OFFICIALS

WILLIAM R. GRIGGS

CITY CLERK

ANDREW A. SWIECKI

CITY TREASURER

CHARLES F. BOSMAN

CITY ASSESSOR

COUNCIL

RICHARD T. KELLY

JOHNNY A. KOLAKOWSKI

SAM A. PALAMARA

MARK A. PARYASKI

HELEN M. SAWICKI

MARTIN J. SHIMKUS

December 8, 1992

Peter J. McInerney  
Director of Community Development  
City of Wyandotte

RESOLUTION

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

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

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



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

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

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

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

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

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

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at a regular meeting held on December 7, 1992.

WILLIAM R. GRIGGS  
CITY CLERK

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

## Application for Neighborhood Enterprise Zone Certificate

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

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

STATE USE ONLY	
▶ Application No.	▶ Date Received

PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)			
Applicant Name <b>Nancy and Giuseppe Mazzola</b>		Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitation Facility <input type="checkbox"/> Transfer (1 copy only)	
Facility's Street Address <b>822 Cherry</b>		Amount of years requested for exemption (6-15) <b>12</b>	
City <b>Wyandotte</b>	State <b>MI</b>	ZIP Code <b>48192</b>	Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented
Name of City, Township or Village (taxing authority) <b>Wyandotte</b>		Type of Property <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village			
County <b>Wayne</b>	School District <b>Wyandotte</b>		
Name of LGU that established district <b>Wyandotte City Council</b>		Name or Number of Neighborhood Enterprise Zone <b>NEZ #1</b>	Date district was established <b>12/07/1972</b>
Identify who the work was completed by <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____		Estimated Project Cost (per unit)	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary. <b>construct a single family home with 2,400 square feet, full basement, 3 bedrooms, 2.5 bathrooms, attached garage.</b>			
Timetable for undertaking and completing the rehabilitation or construction of the facility. <b>Start construction fall 2016 complete and summer 2017</b>			
PART 2: APPLICANT CERTIFICATION			
Contact Name <b>Kelly Roberts</b>	Contact Telephone Number <b>(734) 324-4555</b>		
Contact Fax Number <b>(734) 556-3179</b>	Contact E-mail Address <b>kroberts@wyan.org</b>		
Owner/Applicant Name	Owner/Applicant Telephone Number		
Owner/Applicant Mailing Address (Street No., City, State, ZIP Code)	Owner/Applicant E-mail Address		
<i>I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.</i>			
<i>I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.</i>			
Owner/Applicant Signature		Date	



**PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)**

The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.

☐ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.

Name of LGU

City of Wyandotte

Name of Assessor (First and last name)

Thomas Wooddruff

Telephone Number

(734) 324-4510

Fax Number

(734) 556-3179

E-mail Address

assessor@wyan.org

I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.

Assessor's Signature

Date

**PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)**

Action taken by LGU:

- ☒ Exemption Approved for \_\_\_\_\_ Years (6-15)
- ☐ Exemption Approved for \_\_\_\_\_ Years (11-17 historical credits)
- ☐ Exemption Denied (include Resolution Denying)

Date of resolution approving/denying this application

The State Tax Commission requires the following documents be filed for an administratively complete application:

- ☐ 1. Original Application
- ☐ 2. Legal description of the real property with parcel code #
- ☐ 3. Resolution approving/denying application (include # of years)
- ☐ 4. **REHABILITATION APPLICATIONS ONLY.**  
Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.

Clerk's Name (First and Last)

Lawrence S. Stec

Telephone Number

(734) 324-4563

Fax Number

(734) 556-3179

E-mail Address

lstec@wyan.org

Mailing Address

3200 Biddle Avenue

City

Wyandotte

State

mi

ZIP Code

48192

I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.

I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.

Clerk Signature

Date

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

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

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

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

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

**MEETING DATE:** November 14, 2016

**AGENDA ITEM #** 8

**ITEM:** Proposal to Place Barricade at 413 St. Johns, 5<sup>th</sup> Street Alley Entrance

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



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

**BACKGROUND:** The request of Joe DiSanto of Coachlight Properties was submitted to place an “alley closed” sign and a barricade at the west end of a recently vacated alley. The vacated alley is located south of St. Johns, between 4<sup>th</sup> Street and 5<sup>th</sup> Street. An “alley closed” sign would be placed at the alley entrance off 5<sup>th</sup> Street, and a barricade would be placed 110 feet west of 4<sup>th</sup> Street. This alley does have overhead electric, cable, and phone lines, as well as an underground sewer line. The sign and barricade will not restrict or limit access to these utilities at any time.

**STRATEGIC PLAN/GOALS:** This proposal to place an “alley closed” sign and a barricade in this alley is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

**ACTION REQUESTED:** Determine that placing a barricade in this alley is a necessary and beneficial public improvement, and adopt the prepared resolution.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The barricade in the alley will have no budget implications

**IMPLEMENTATION PLAN:** If approved by Council, the Department of Public Service will install the “alley closed” sign and barricade.

**COMMISSION RECOMMENDATION:**

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:**

*in foot*

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:** Request from Joe DiSanto of Coachlight Properties to place a barricade, map of area, and resolution.

RESOLUTION

Wyandotte, Michigan  
November 14, 2016

RESOLUTION BY COUNCILPERSON \_\_\_\_\_

RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE, that Council concurs with the recommendation of the City Engineer to place an "Alley Closed" sign at the alley entrance off of 5<sup>th</sup> Street south of St. Johns and place barricade 110 feet west of 4<sup>th</sup> Street south of St. Johns; AND

BE IT RESOLVED that the Department of Public Service is directed to place said sign and barricades as indicated on the communication from the City Engineer.

I move the adoption of the foregoing Resolution.

Councilperson \_\_\_\_\_

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

<u>YEAS</u>	<u>COUNCILPERSON</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	VanBoxell	_____
	Absent _____	

## Joseph Mayhew

---

**From:** Mark Kowalewski [mkowalewski@wyandotte.net]  
**Sent:** Monday, October 24, 2016 4:24 PM  
**To:** 'Joe Mayhew'  
**Cc:** 'giuseppe disanto'; Kelly Roberts  
**Subject:** RE: 413 St Johns

Joe Mayhew,

Please prepare a City Council Agenda item for my review with map indicating placing a barricade at the west end of this recently vacated alley. The alley would be closed with a "alley closed" sign placed at the alley entrance off 5<sup>th</sup> Street.  
Thanks,

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

---

**From:** giuseppe disanto [<mailto:jdisanto@sbcglobal.net>]  
**Sent:** Thursday, October 20, 2016 10:52 AM  
**To:** Mark Kowalewski  
**Subject:** re: 413 St Johns

Mark,

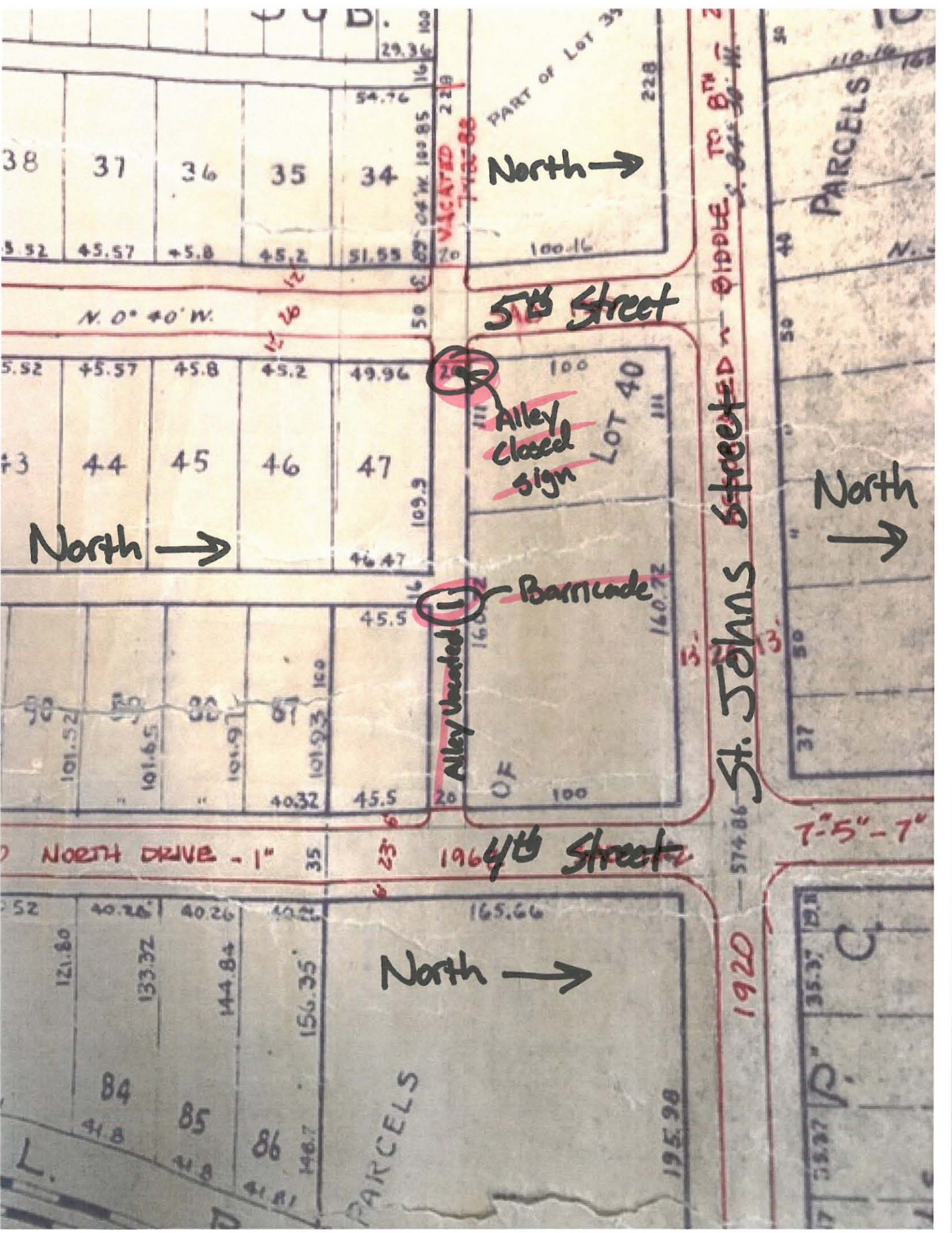
Now that the alley south of 413 St Johns has been vacated can we request that a guardrail / barrier be installed at the vacated portion of the alley?

We would appreciate your help.

Respectfully,

Joe





North →

5th Street

Alley closed sign

Barricade

Alley Unopened

North →

4th Street

North →

St. Johns Street

PARCELS

7'-5" - 7'

1920

PARCELS

VACATED

Lot 40

11

11

11

11

11

11

11

11



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

**MEETING DATE:** November 14, 2016

**AGENDA ITEM #** 9

**ITEM:** Department of Engineering – Snow Removal & Salt Application at City Hall

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



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

**BACKGROUND:**

Bids for the snow removal and salt application for Wyandotte City Hall were opened and read aloud on October 24, 2016. U.S. Lawns was the low bidder. A tabulation of the proposals is attached.

The undersigned recommends acceptance of the proposal from U.S. Lawns of Southgate, MI, in the amount of \$10,600.00 as being the best bid received meeting specifications. Note the contractor will be paid for work completed at the unit prices contained in the bid proposal, depending on the number of snowfall events experienced.

**STRATEGIC PLAN/GOALS:**

This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of City infrastructure.

**ACTION REQUESTED:**

Approve award of contract to U.S. Lawns.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

The snow removal and salt application for City Hall will be funded by the City Hall maintenance account 503-444-825-420.

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: November 14, 2016

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

**RESOLVED** by the City Council that Council agrees with the recommendation of the City Engineer and **APPROVES** the hiring of U.S. Lawns of Southgate, MI in the amount of \$10,600.00 paid from account #503-444-825-420.

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, Jr.	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	VanBoxell	_____

**IMPLEMENTATION PLAN:**

If approved by Council, authorize Mayor and Clerk to sign contract.

**COMMISSION RECOMMENDATION:**

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*Shrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:**

*W Looch*

**MAYOR'S RECOMMENDATION:**

*ALP.*

**LIST OF ATTACHMENTS:**

Bid Summary  
Proposed Resolution

# Summary of Bids

## 2016 Snow Removal & Salt Application for Wyandotte City Hall

Compiled 10/26/16

Item	Quantity	Unit	Description	U.S. Lawns		Pizzo Development					
1	10	Push	Snow Depth 1 - 4 inches	\$ 360.00	\$ 3,600.00	\$ 600.00	\$ 6,000.00				
2	5	Push	Snow Depth 5 - 8 inches	\$ 510.00	\$ 2,550.00	\$ 800.00	\$ 4,000.00				
3	1	Push	Snow Depth 9+ inches	\$ 650.00	\$ 650.00	\$ 1,000.00	\$ 1,000.00				
4	20	Each	Salt Application	\$ 190.00	\$ 3,800.00	\$ 350.00	\$ 7,000.00				
5					\$ -		\$ -				
6					\$ -		\$ -				
7					\$ -		\$ -				
8					\$ -		\$ -				
9					\$ -		\$ -				
10					\$ -		\$ -				
11					\$ -		\$ -				
12					\$ -		\$ -				
13					\$ -		\$ -				
14					\$ -		\$ -				
15					\$ -		\$ -				
16					\$ -		\$ -				
17					\$ -		\$ -				
18					\$ -		\$ -				
19					\$ -		\$ -				
20					\$ -		\$ -				
21					\$ -		\$ -				
22					\$ -		\$ -				
23					\$ -		\$ -				
24					\$ -		\$ -				
25					\$ -		\$ -				
				\$ 10,600.00		\$ 18,000.00		\$ -		\$ -	

\*Note: The estimated number of storm events is for comparison of bids only. The Contractor will be paid for work performed at the prices applied above.



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

**MEETING DATE:** November 14, 2016

**AGENDA ITEM #** 10a

**ITEM:** Special Assessment (SA) for Maple Street between Biddle Avenue and alley west of Van Alstyne

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



**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski and Greg Shelton, United States Postal Service

**BACKGROUND:** The City received a request from Joseph Daly, President of Daly Merritt Properties, Inc., to reconstruct portions of Maple Street from Biddle Avenue to the alley west of Van Alstyne adjacent to his building at 3099 Biddle Avenue. Mr. Daly has executed a lease with the Post Office to lease space in this building and is requesting that Maple Street be reconstructed to allow for a drop off lane for tenant and parking on the south side of the street. Mr. Daly is requesting the City to reconstruct the street as a special assessment and assess said cost against his property at 3099 Biddle Avenue.

If you concur with this request, I have prepared a Resolution to schedule the required public hearing for December 5, 2016, at which time the cost of said work will be available. Please note that all expenses will be paid by Daly Merritt Properties, Inc.

In addition, the City received a request from Greg Shelton, Real Estate Specialist, United States Postal Service, to change Maple Street from Biddle Avenue to Van Alstyne Street to one-way east. This change would accommodate driver side drop-off into a mailbox. The Police Administration is recommending approval of this request to the Police & Fire Commission. I have prepared a Resolution to approve this request contingent on approval by the Police & Fire Commission.

**STRATEGIC PLAN/GOALS:** We are committed to enhancing the community's quality of life by fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; and promoting the finest in design, amenities and associated infra-structure improvements in all new developments

**ACTION REQUESTED:** Set Special Assessment public hearing for December 5, 2016. Approve one-way street subject to concurrence by the Police & Fire Commission.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** This proposed Special Assessment District will require a budget amendment after its approval.

**IMPLEMENTATION PLAN:** City Clerk to give proper notice to notify property owner, Mr. Daly of the SAD hearing.

**COMMISSION RECOMMENDATION:** The Police & Fire Commission will be meeting November 15, 2016, to consider the enclosed recommendation of the Police Administration.



CITY ADMINISTRATOR'S RECOMMENDATION: *Shrysdale*

LEGAL COUNSEL'S RECOMMENDATION: *W Look*

MAYOR'S RECOMMENDATION: *ALL*

LIST OF ATTACHMENTS: Communication from Joseph Daly, communication from Greg Shelton with proposed layout of Maple Street and communication to Police & Fire Commission.

RESOLUTION FOR THE RECONSTRUCTION OF MAPLE STREET  
BETWEEN BIDDLE AVENUE AND ALLEY WEST OF VAN ALSTYNE  
FOR THE CREATION OF A  
SPECIAL ASSESSMENT DISTRICT AND THE SETTING OF A PUBLIC HEARING

Wyandotte, Michigan  
November 14, 2016

RESOLUTION By Councilperson\_\_\_\_\_

At a regular session of the City Council of the City of Wyandotte.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE

That the City Council of the City of Wyandotte deems it advisable and necessary for the public health, safety and welfare of said City and it's inhabitants and it is a necessary public improvement and beneficial to the City of Wyandotte, and it's inhabitants, to reconstruct Maple Street east of Biddle Avenue to the Alley west of Van Alstyne more particularly described as:

The public right-of-way abutting:

S 10 FT OF LOT 9 ALSO LOTS 10 TO 14 INCL. EUREKA IRON AND STEEL WORKS RE-SUB T3S  
R11E L22 P49 WCR

RESOLVED FURTHER that the City Engineer, will prepare estimates of the cost and expenses, plats and diagrams of said improvement and of the locality to be improved, the same shall be deposited with the City Clerk for public examination: and

RESOLVED FURTHER that there is hereby tentatively designated a special assessment district against which the cost and expenses of said improvements are to be assessed, consisting of lots, parts of lots and parcels of land in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

S 10 FT OF LOT 9 ALSO LOTS 10 TO 14 INCL. EUREKA IRON AND STEEL WORKS RE-SUB T3S  
R11E L22 P49 WCR

RESOLVED FURTHER that the cost and expenses of removing and replacing the concrete in the public right-of-way on the north and south side of Maple from Biddle Avenue to the alley west of Van Alstyne shall be defrayed by special assessment upon the lots, parts of lots and parcels of land abutting and adjoining said improvement, as well as benefiting therefrom, excepting from said assessment, however, the improvement expense attributable to alley and street intersections, City owned land, owner occupied single family dwellings, owner occupied multi-family rental dwellings will be assessed in that proportion that the property is used for purposes other than that of the owner occupying same in comparison to the total assessable portion of the entire property, and other property not assessable by law, the expense of which, together with any improvement expenses remaining after the aforesaid assessment, shall be defrayed from the general fund of the City.

RESOLUTION FOR THE RECONSTRUCTION OF MAPLE STREET BETWEEN BIDDLE AVENUE AND ALLEY WEST OF VAN ALSTYNE FOR THE CREATION OF A SPECIAL ASSESSMENT DISTRICT AND THE SETTING OF A PUBLIC HEARING

Page 2 of 2

RESOLVED FURTHER, that said estimates, plats and diagrams of said improvement and of the right-of-way to be improved will be so deposited with the City Clerk for public examination, said City Clerk shall give notice, according to the City Charter, of the proposed district to be specially assessed for said improvement and of the time and place when this Council will meet to consider said detailed estimate, plats and diagrams, and to hear objections thereto, and notice shall be given by said City Clerk, in writing, of the proposed district to be specially assessed for said improvements and of the time and place when this Council will meet to consider said detailed estimates, plats and diagrams, and to hear objections thereto, to each owner of, or party in interest in, property to be assessed, whose name appears upon the last local tax assessment records, by mailing by first class mail addressed to such owner or party at the address shown on the tax records, at least ten (10) days before the date of such hearing. The public hearing is scheduled for Monday December 5, 2016, at 7:00 p.m. in the Council Chambers of the Wyandotte City Hall.

AND BE IT RESOLVED FURTHER, that Maple Street from Biddle Avenue to Van Alstyne is approved as a one-way street east subject to concurrence of the Police & Fire Commission

I move the adoption of the foregoing Resolution.

Councilperson \_\_\_\_\_

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

YEAS

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

COUNCILPERSON

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

NAYS

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DALY  
MERRITT  
PROPERTIES,  
INC.

PROPERTY MANAGEMENT, DEVELOPMENT & BROKERAGE SERVICES

3099 Biddle Avenue  
Wyandotte MI 48192

Telephone: 734-282-2180  
Facsimile: 734-283-1284

[joe.daly@dalymerriott.com](mailto:joe.daly@dalymerriott.com)

November 2, 2016

The Honorable Mayor and Council  
Wyandotte City Hall  
Council Chambers  
3200 Biddle Ave, Suite 300  
Wyandotte, MI 48192

**RE: Special Assessment[SA] Project for Maple Street From Biddle Ave to VanAlstyne**

Dear Mayor and Council,

Roebuck Residential has signed a Lease with the Post Office which is contingent upon certain changes to the Biddle and Maple streetscape and sidewalk system. As you know, the Post Office has petitioned Mayor and Council separately requesting modifications to the traffic flow on Maple. Although we would like to have the Post Office as our first floor anchor tenant, the cost of the improvements are difficult to finance at this stage in our project as our mortgage with Monroe Bank and Trust for 4.2 Million Dollars was spent on building improvements.

We would therefore respectfully request that the City make the necessary improvements as shown on the Post Office site plan and levy a Special Assessment against 3099 Biddle as collateral for those improvements. We will then reimburse the City both principal and interest over a term which is acceptable to the City.

If the Post Office's traffic flow modification request is approved, please consider this proposal and let me know if you find it acceptable.

Thank you in advance for your consideration.



Joseph S. Daly  
President





October 28, 2016

The Honorable Mayor and Council  
Wyandotte City Hall  
Council Chambers  
3200 Biddle Ave, Suite 300  
Wyandotte, MI 48192

RE: Change the direction of Maple Street to a one-way for the new Post Office ("Post Office")  
located at 3099 Biddle Ave.

Dear Mayor Joseph R. Peterson:

The United States Postal Service is requesting the City of Wyandotte to change the direction of Maple Street to a one-way from Biddle Ave to Van Alstyne St for the new Post Office located at 3099 Biddle Ave per the attached exhibit attached.

The reason for the change is that the Postal Service will need to add a Postal Drop Box, known as the "Blue Box", for easy mail drop for the community. Since the driver side is the side the mail is dropped off, the Postal Service requires a one-way direction. Also, with the mail deliver at the rear of the street, the truck would be facing oncoming traffic if the traffic was two-way. For safety reason, the Postal Service must have the traffic flow one-way.

The Postal Service request a timely completion of changing the direction with all said work completed preferably no later than April 30, 2017.

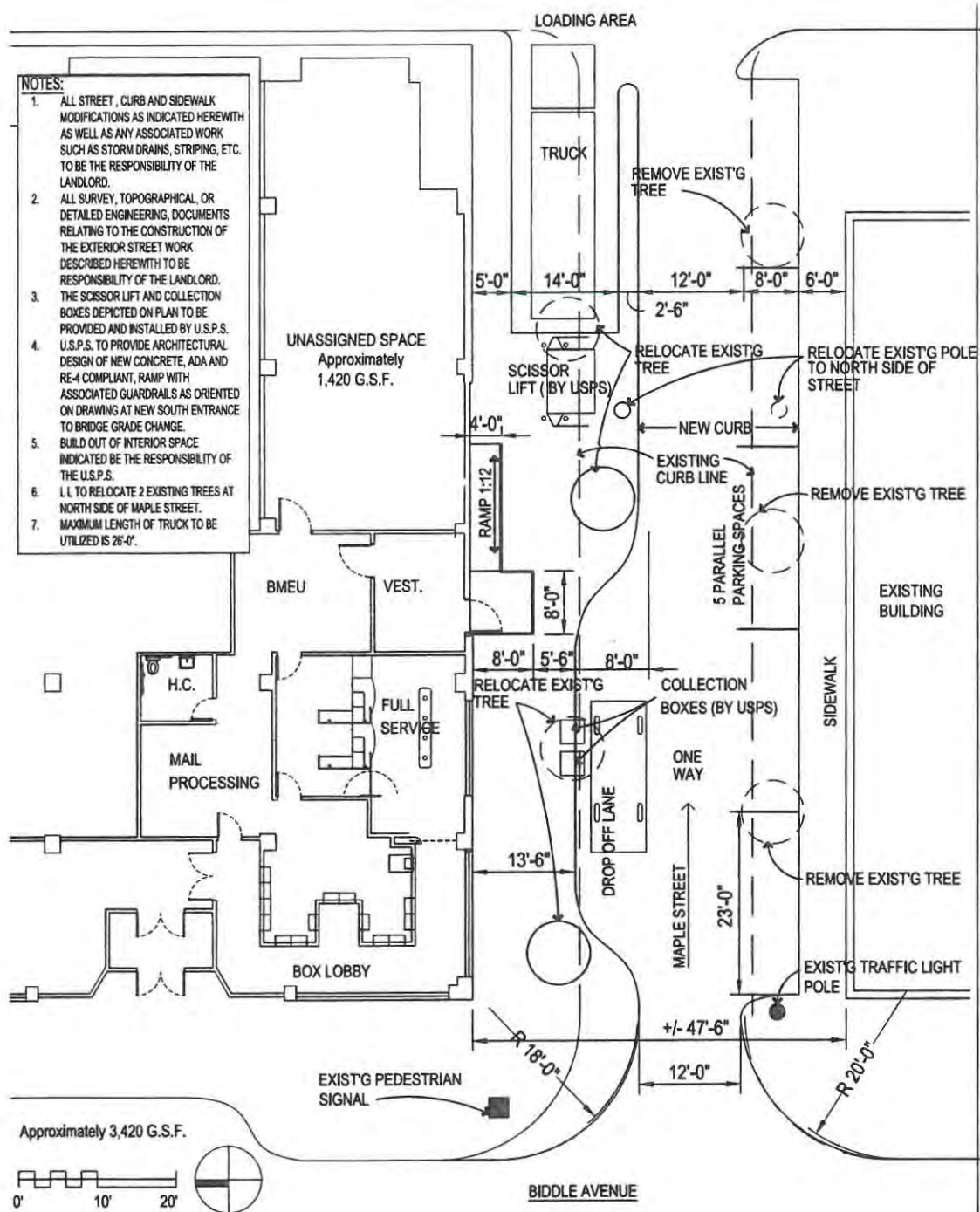
If you have any questions, feel free to give me a call at 303-264-0412. We look forward to working with you and your staff on this project.

Sincerely,

A handwritten signature in cursive script that reads "Gregory Shelton".

Greg Shelton  
Real Estate Specialist  
United States Postal Service  
200 Kentucky Ave  
Denver, CO 80209-9950  
Phone 303-264-0412

Attached: Site Plan



Proposed Wyandotte Post Office

3099 Biddle, Wyandotte, MI

Scale: See Drawing

Date: 10.28.2016

Architects Project Number:

1998-304

USPS File Number:

J24967

**P-1g**

Scheme 7R  
Parallel Parking



SIEGAL/TUOMAALA ASSOCIATES ARCHITECTS AND PLANNERS INC.

29200 northwestern hwy suite 160 southfield, mi 48034 p 248-382-0098 f 248-382-0098 www.sta-architects.com

## OFFICIALS

Lawrence Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas Woodruff  
CITY ASSESSOR



**MAYOR**  
Joseph Peterson

**CITY COUNCIL**  
Donald Schultz  
Sheri Sutherby Fricke  
Kevin Vanboxell  
Daniel Galeski  
Leonard Sabuda  
Theodore Micuira

**Daniel Grant**  
**Chief of Police**

## **Department of Police Administration**

November 9, 2016

To: Police and Fire Commission  
Chief of Police Daniel Grant  
From: Inspector Brian Zalewski  
Subject: **Traffic Control Order-One Way Street Maple, Biddle Avenue to Vanalstyne Street.**

I have reviewed the request from Greg Shelton, Real Estate Specialist-United States Post Office for Maple St. from Biddle Ave. to Vanalstyne St. to One-Way east. I concur with his request to change Maple St. to one way east to allow the safe movement of vehicle traffic for the new Post Office building at 3099 Biddle Ave.

If you have any questions please feel free to contact me.

Respectfully,

Brian Zalewski  
Inspector



NOTICE OF HEARING OF OBJECTIONS TO THE  
SPECIAL ASSESSMENT DISTRICT FOR RECONSTRUCTION OF MAPLE STREET  
BETWEEN BIDDLE AVENUE AND ALLEY WEST OF VAN ALSTYNE  
FOR THE CREATION OF A  
AND THE SETTING OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Council of the City of Wyandotte has heretofore determined that it is advisable and necessary to reconstruction the public street known as Maple Street between Biddle Avenue and the alley west of Van Alstyne, in the City of Wyandotte, Wayne County, Michigan and which public right-of-way is abutting and adjoining as well as benefiting the respective lots, parts of lots, and parcels of land hereinafter described, and has heretofore caused estimates, plats and diagrams of the improvement of the proposed district to be assessed for said improvement to be prepared by the City Engineer, and that said estimates, plats and diagrams of the improvements and of the proposed district to be assessed therefore, will be prepared by the City Engineer and deposited in the office of the City Clerk of the City of Wyandotte, for public examination; and

That said Council will meet on Monday, December 5, 2016, at seven P.M., Local Time, in the Council Chambers in the City Hall of said City, 3200 Biddle Avenue, Wyandotte, Michigan, to hear objections to said improvement and to the said plats, estimates and diagrams, and to the proposed district to be assessed for said improvements, which shall consist of the lots, parts of lots and parcels of land in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

S 10 FT OF LOT 9 ALSO LOTS 10 TO 14 INCL. EUREKA IRON AND STEEL WORKS RE-SUB T3S  
R11E L22 P49 WCR

Appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the state tax tribunal. An owner or party in interest, or his or her agent, may appear in person at the hearing, at the time and date set forth herein, to protest the special assessment, or may file his or her protest by letter, submitted prior to or at the specified time and date of the hearing, which shall be read aloud and made part of the hearing and his or her personal appearance at the hearing will not be required. The Council will maintain a record of parties who appear to protest at the hearing or who submit a written protest to be read aloud at the hearing. If the hearing is terminated or adjourned for the day before a party is provided the opportunity to be heard, the party whose appearance or written protest was recorded is considered to have protested the special assessment in person.

It is the intention that the cost and expense of said improvement shall be defrayed by special assessment upon the above-described lots, parts of lots, and parcels of land abutting and adjoining said improvement, as well as benefiting therefrom, excepting from said assessment, however, the improvement expense attributable to alley and street intersections, City owned land, owner occupied single family dwellings, owner occupied multi-family rental dwellings will be assessed in that proportion that the property is used for purposes other than that of the owner occupying same in comparison to the total assessable portion of the entire property and any other property not assessable by law, the expense of which, together with any improvement expense remaining after the aforesaid assessment, shall be defrayed from the General Fund of the City.

Dated at Wyandotte, Michigan, this \_\_\_\_ day of \_\_\_\_\_, 2016.

LAWRENCE S. STEC  
City Clerk  
City of Wyandotte

Sidwel # 57-011-15-0009-002

Estimated Cost \$ \_\_\_\_\_



RESOLUTION

Wyandotte, Michigan  
December 5, 2016

RESOLUTION BY COUNCILPERSON \_\_\_\_\_

RESOLVED BY THE CITY COUNCIL THAT

WHEREAS, it has been determined by this Council to be advisable and necessary to reconstruction the public street known as Maple Street between Biddle Avenue and the alley west of Van Alstyne, and to pay all or a part of the cost thereof by special assessment on the lots, parts of lots, and parcels of land abutting thereon as well as benefiting therefrom, the expense of which, together with any improvement expenses remaining after the aforesaid assessment, shall be defrayed from the General Fund of the City; and

WHEREAS, the time and place having been fixed for the hearing of objections to the proposed reconstruction of the public street in the City of Wyandotte, and to pay part of the cost thereof, to-wit:

S 10 FT OF LOT 9 ALSO LOTS 10 TO 14 INCL. EUREKA IRON AND STEEL WORKS  
RE-SUB T3S R11E L22 P49 WCR

WHEREAS, due notice of said hearing having been given by first class mail in accordance with the statute in such case made and provided; and said hearing having taken place in accordance with said notice as mailed, and \_\_\_\_ objections having been brought to the attention of this Council; and

WHEREAS, after such hearing this Council, still being of the opinion that said improvement is advisable and necessary, and that it is still deemed advisable and necessary to proceed with said reconstruction.

NOW, THEREFORE, BE IT RESOLVED, that the maps, plans and diagrams of said right-of-way improvement and of the special assessment district as hereinafter described to pay part of the cost thereof as evidenced by the Engineer's estimate for such construction accepted by this Council, be approved and confirmed and the improvement constructed accordingly;

S 10 FT OF LOT 9 ALSO LOTS 10 TO 14 INCL. EUREKA IRON AND STEEL WORKS  
RE-SUB T3S R11E L22 P49 WCR

RESOLVED FURTHER that said district be and hereby is designated as follows:

Special Assessment District Number # \_\_\_\_.

RESOLVED FURTHER, that the City Assessor is directed to prepare an assessment roll pursuant to the City Charter requirements for a Special Assessment with a ten (10) year duration.

I move the adoption of the foregoing Resolution.

Motion by Councilperson \_\_\_\_\_

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

YEAS

COUNCILPERSON

NAYS

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Fricke  
Galeski  
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Sabuda  
Schultz  
VanBoxell

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Absent \_\_\_\_\_

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

MEETING DATE: November 14, 2016

AGENDA ITEM # 11

**ITEM: SALE OF VACANT PROPERTY SOUTH OF FORD AVENUE AND EAST OF 2<sup>ND</sup> STREET TO MJC TEMPLIN, LLC**

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



**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer; and Anthony LoDuca of MJC Templin, LLC

**BACKGROUND:** The City entered into a Purchase and Sales Agreement with MJC Templin, LLC (MJC) for the former 163 Ford Avenue, 155 Ford Avenue, 2035 2<sup>nd</sup> Street and Vacant 146 Spruce on April 11, 2016. Attached is the Council Resolution, Request for Council Action and Purchase Agreement providing additional details of the transaction. MJC has requested an extension to close on the property based on lengthy negotiations with a proposed tenant. The enclosed First Amendment to this Agreement provides for the following:

- Increases the deposit by \$80,000 for a total deposit of \$120,000. Since the Sales Agreement with MJC and the closing on 155 Ford Avenue prior to December 31, 2016, will no longer occur simultaneously, the deposit is non-refundable.
- The time frames to complete construction of foundation and roof are shortened by nine (9) months.
- Option to include additional property within three hundred (300) feet of the property being sold if the City in its sole discretion agrees with Purchase Agreement to be negotiated by MJC with the owner is extended up to the time of closing on property. The provision that any additional property added to the Agreement will require MJC to provide an additional deposit equal to the purchase price prior to the City accepting assignment of these Purchase Agreements is unchanged.

This Amendment will permit the closing on 155 Ford Avenue to be completed by December 31, 2016, with MJC paying the cost of acquisition via the \$120,000 deposit. The City would probably not purchase this home for this amount of money and this acquisition clears up this area. A negative to this Amendment is that upon closing on 155 Ford Avenue by December 31, 2016, and not closing with MJC until 2017, the City does not place the property back on the tax roll. Also, if MJC does not close on the entire property, they would by default only own the smaller parcel, 155 Ford Avenue,

I recommend this Amendment be approved.

**STRATEGIC PLAN/GOALS:** The City is committed to a three-pronged economic development strategy: 1. Commercial expansion in the Downtown and Fort Street; 2. By being a "Good Neighbor" to BASF and other current and prospective industries; and 3. Expansion and "Good Neighbor" to the city's growing Medical and Health complex along Biddle surrounding Wyandotte Henry Ford Hospital.

**ACTION REQUESTED:** Approve the First Amendment to Purchase and Sales Agreement between the City and MJC Templin LLC.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Sales Revenue will be received by TIFA Fund 492-000-650-040. Expense from TIFA Land Acquisition Account #492-200-850-519.



**IMPLEMENTATION PLAN:** Closing on all property and continue to monitor time frames for development

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shaydall*

**LEGAL COUNSEL'S RECOMMENDATION:** Review Agreement & Approve as to form *W Look*

**MAYOR'S RECOMMENDATION:** *JLP*

**LIST OF ATTACHMENTS:** City Council Resolution dated April 11, 2016, with Request for Council Action, Purchase Agreement and First Amendment

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
November 14, 2016

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

BE IT RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer regarding the sale property known as former 163 Ford Avenue, 155 Ford Avenue, 2035 2<sup>nd</sup> Street and the Vacant 146 Spruce with MJC Templin, LLC; AND

BE IT RESOLVED that the Mayor and City Clerk are authorized to execute the First Amendment to the Purchase and Sale Agreement between MJC Templin, LLC and the City of Wyandotte for the former 163 Ford Avenue, 155 Ford Avenue, Former 2035 2<sup>nd</sup> Street and the Vacant 146 Spruce.

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	_____

## FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into as of \_\_\_\_\_, 2016, by and between CITY OF WYANDOTTE, a Michigan municipal corporation ("Seller"), and MJC TEMPLIN LLC, a Michigan limited liability company ("Buyer").

### RECITALS:

A. Buyer and Seller are parties to that certain Purchase and Sale Agreement dated April 18, 2016 (the "Agreement"; capitalized terms used herein and not otherwise defined shall have their respective meanings as set forth in the Agreement).

B. Purchaser has requested an extension to the Contingency Period and the time period during which Purchaser may add an Additional Property to the Agreement.

C. In order to approve such extension, Seller required and Purchaser agrees that Purchaser increase the Deposit by \$80,000.00 for a total Deposit of \$120,000.00 and the Deposit shall become non-refundable in order to close on the 155 Ford Parcel prior to the Closing.

D. Seller and Purchaser desire to amend the Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Amendment.

2. Deposit and 155 Ford Parcel Closing. Purchaser shall make an additional deposit of Eighty Thousand and 00/100 Dollars (\$80,000.00) to the Title Company within five (5) business days of the date hereof. Seller shall close on the acquisition of the 155 Ford Parcel prior to December 31, 2016 and shall apply the Deposit towards the acquisition of the 155 Ford Parcel. Notwithstanding anything to the contrary in the Agreement, except in the event of a default by Seller, the Deposit shall become non-refundable to Purchaser. In consideration for the Deposit becoming non-refundable, if Closing does not occur on the Property but Seller has closed on the acquisition of the 155 Ford Parcel, Seller shall convey the 155 Ford Parcel to Purchaser as if the Closing had occurred with respect solely to the 155 Ford Parcel, subject to any adjustments or prorations provided for in the Agreement and subject to 155 Ford Occupancy and subject to Purchaser being solely responsible for any eviction proceedings, if necessary, in connection with 155 Ford Occupancy. The conveyance shall occur by July 31, 2017, at no cost to the City. Seller will convey by Quit Claim Deed to Purchaser and there will be no title insurance for the transaction. In such event, Purchaser agrees to bring any improvements located on the 155 Ford Parcel into compliance with local code, or to demolish such improvements and landscape the 155 Ford Parcel as a feature of the Phase I Building within six (6) months of the transfer of purchase.



3. Amendment. The Agreement shall be amended as follows:

a. Recital A of the Agreement shall be hereby deleted in its entirety and replaced with the following:

"A. Title Company is in receipt of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) as a deposit (the "Deposit") from Purchaser."

b. Section 2(a) of the Agreement shall be hereby deleted in its entirety and replaced with the following:

"(a) One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000.00) of the Purchase Price shall be paid at the Closing (as hereinafter defined) (i.e. \$15,000 plus the application of the Deposit)."

c. Section 7(a) of the Agreement shall be hereby deleted in its entirety and replaced with the following:

"(a) Seller and Purchaser acknowledge and agree that after the Closing, if Purchaser fails to complete (i) construction of the Building foundation within fifteen (15) months of the Closing and/or (ii) placement of the roof upon the constructed building within three (3) years and three (3) months of the Closing, then Seller shall have the right to buy back the Property, all as more particularly set forth in Exhibit F attached hereto and made a part hereof (the "First Option to Purchase Agreement")."

d. Exhibit A of the Agreement shall be hereby deleted in its entirety and replaced with Exhibit A attached hereto. Each reference to the "Assembled Parcel Legal Description" in all other exhibits shall conform to the legal description contained within Exhibit A attached hereto.

e. Exhibit B-1 of the Agreement shall be hereby deleted in its entirety and replaced with Exhibit B-1 attached hereto. Each reference to the "155 Ford Parcel Legal Description" in all other exhibits shall conform to the legal description contained within Exhibit B-1 attached hereto.

f. Exhibit F of the Agreement shall be hereby deleted in its entirety and replaced with Exhibit F attached hereto.

g. The last sentence of Section 9(i) of the Agreement shall be hereby deleted in its entirety and replaced with the following:

"Seller's obligations under this subparagraph shall only apply during the Contingency Period with respect to any Additional Property for which an Additional Property Agreement has not been entered into at such time."

h. The first sentence of Section 10(b) of the Agreement shall be hereby deleted in its entirety and replaced with the following:

“Purchaser shall have until July 12, 2017 (as the same may be extended, the “Contingency Period”), within which to satisfy itself as to all of the conditions set forth above and elsewhere in this Agreement (collectively, the “Conditions”).”

i. Delete Paragraph 10 (c) in its entirety.

j. Section 11(c) of the Agreement shall be hereby deleted in its entirety.

k. The following shall be added to end of Section 10(a)(ii) of the Agreement, “Preliminary Planned Development approval by May 15, 2017, with submittal by March 20, 2017, and final Planned Development approval by July 2, 2017, with submittal by May 22, 2017. Purchaser shall be in default if these dates are not met and Seller in its sole discretion may immediately terminate this agreement by providing written notice to Purchaser. In such event, the provisions of Paragraph 2 of this amendment will apply concerning 155 Ford Avenue, Wyandotte.”

4. Effect of Amendment. The Agreement, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, then this Amendment shall govern. No other terms of the Agreement shall be modified except as expressly set forth herein.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. Each party may rely upon a facsimile or “pdf” counterpart of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

[Signatures contained on next page]

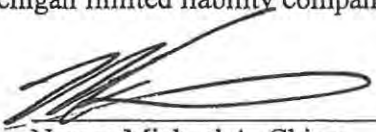
**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first written above.

**CITY OF WYANDOTTE,**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: Joseph Peterson  
Title: Mayor

By: \_\_\_\_\_  
Name: Lawrence S. Stec  
Title: City Clerk

**MJC TEMPLIN LLC,**  
a Michigan limited liability company

By:  \_\_\_\_\_  
Name: Michael A. Chirco  
Title: Manager

**EXHIBIT A**

Assembled Parcel Legal Description

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

All of Lot 1, the south 32 feet of the west 30 feet of Lot 2 and all of Lots 13 and 14 Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2 Page 36 Wayne County Records.

Also known as Former 163 Ford Avenue, Former 2035 2<sup>nd</sup> Street and Vacant 146 Spruce, Wyandotte, Michigan 48192



**EXHIBIT B-1**

**155 Ford Parcel Legal Description**

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

Westerly 34 feet of Lot 2 except the south 32 feet of the west 30 feet therefore, Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2, Page 36 of Wayne County Records.

Also known as 155 Ford Avenue, Wyandotte, MI 48192

## **EXHIBIT F**

### **Form of First Option to Purchase**

This First Option to Purchase (this "Agreement") is entered into as of \_\_\_\_\_, 201\_, between MJC TEMPLIN LLC, a Michigan limited liability company, of 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044 ("Purchaser"), and the City of Wyandotte, a Michigan municipal corporation, of 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("Seller").

### **RECITALS**

- A. Seller and Purchaser entered into a certain Purchase and Sale Agreement dated April 18, 2016 (the "Purchase Agreement"), whereby Purchaser acquired from Seller certain real property located in the City of Wyandotte, County of Wayne, State of Michigan, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"). The term Premises as used herein includes any improvements located thereon.
- B. The Purchase Agreement grants Seller the right to purchase back the Premises under certain circumstances, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, Seller and Purchaser agree as follows:

1. If Purchaser fails to develop the Premises or complete the stage of construction, as applicable under the terms set forth in Paragraph 2 of this Agreement (and within the time limits set forth therein), then subject to the terms herein Seller has the first option to purchase the Premises at an amount equal to 80% of the actual cash amount paid by Purchaser to Seller at the time of the closing. Seller shall notify Purchaser in writing of its intent to purchase the Premises pursuant to the terms of this Agreement (the "Seller Notice to Purchase"). The Seller Notice to Purchase shall be given to Purchaser within sixty (60) days from the date when Purchaser was required to complete the stage of development or construction, as applicable, in accordance with the terms of Paragraph 2 of this Agreement. Seller must tender full payment of the purchase price at a closing to be held within sixty (60) days after the Seller Notice to Purchase is given to Purchaser. Purchaser shall be required to convey the Premises back by Warranty Deed to Seller. Each party agrees to execute and deliver all additional documents which may be reasonably requested by the other party in order to effectuate the purposes of this Agreement and the consummation of the transaction contemplated hereby; provided, however, that the foregoing shall not be construed or deemed to expand the obligations of any party hereunder or remove any limitations on the obligations of any party hereunder.

The foregoing to the contrary notwithstanding, if (A) Seller fails to deliver the Seller Notice to Purchase within the required time period, or (B) Seller fails to tender full payment of the purchase price to Purchaser within the required time period, or (C) Purchaser completes the stage of development or construction, as applicable, as required by the terms set forth in Paragraph 2 of the this Agreement, or (D) Purchaser completes the stage of development or construction, as applicable, within sixty (60) days after Purchaser's receipt of the Seller Notice to Purchase, then upon the occurrence of any of the foregoing events Seller's option and right to purchase back the Premises shall terminate immediately without any additional action by any party.

2. Purchaser shall be required to develop or construct the Premises as follows:
  - a. Purchaser shall have completed constructing the building foundation within fifteen (15) months of the Closing (as defined in the Purchase Agreement), and
  - b. Purchaser shall have completed placement of the roof upon the constructed building within three (3) years and three (3) months of the Closing.

In the event Purchaser fails to complete either of the above described stages of development or construction within the time limit described above, then Seller has the right to exercise its option to purchase the Premises, subject to the terms of this Agreement.

3. Any notice or other communication required or desired to be given hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes if (a) delivered personally to the party to whom the same is directed, or (b) sent by Federal Express or other national overnight courier, charges prepaid, or (c) sent by registered or certified mail, postage and charges prepaid, addressed to the party to whom the same is directed at the address of such party set forth above. Any notice which is served (i) personally shall be deemed to be given on the date on which the same is actually served, (ii) by Federal Express or other national overnight courier shall be deemed to be given on the date one (1) business day after the same is delivered to Federal Express or other national overnight courier, provided that the same is actually delivered to (whether or not refused by) the recipient in the ordinary course, and (iii) by mail shall be deemed to be given on the date two (2) days after the same is deposited in a regularly maintained receptacle for the deposit of United States mail. Any party may change its address for purposes of this Agreement by giving the other party notice thereof in the manner hereinabove provided for the giving of notices.
4. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and the transaction contemplated herein, and replaces and supersedes all prior agreements, written or oral, between the parties relating to the subject matter hereof.
6. This Agreement has been executed in, and shall be interpreted in accordance with the laws of, the State of Michigan.

[Signature page immediately follows]



**SELLER:**  
**CITY OF WYANDOTTE,**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: Joseph Peterson  
Title: Mayor

By: \_\_\_\_\_  
Name: Lawrence S. Stec  
Title: City Clerk

STATE OF MICHIGAN     )  
                                  )SS  
COUNTY OF WAYNE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, a Notary Public in and for said County, personally appeared Joseph R. Peterson and Lawrence S. Stec, to me personally known, who, being duly sworn, did each for himself and say that they are respectively the Mayor and City Clerk of Wyandotte, a Municipal corporation, the corporation named in and executed this said instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and said Joseph R. Peterson and Lawrence S. Stec acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
Acting in Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_

[Signatures continued on next page]

**PURCHASER:**  
**MJC TEMPLIN LLC,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: Michael A. Chirco  
Title: Manager

STATE OF MICHIGAN     )  
                                      )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, before me, a Notary Public in and for said County, personally appeared Michael A. Chirco, who, being duly sworn, did say that he is the Manager of the company named in and executed this said instrument, and that said instrument was signed on behalf of said company by authority of its members and acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by and when recorded return to:

William R. Look, Attorney at Law, 2241 Oak Street, Wyandotte, Michigan 48192

## EXHIBIT A TO FIRST OPTION AGREEMENT

### Legal Description of Premises

#### Assembled Parcel Legal Description:

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

All of Lot 1, the south 32 feet of the west 30 feet of Lot 2 and all of Lots 13 and 14 Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2 Page 36 Wayne County Records.

Also known as Former 163 Ford Avenue, Former 2035 2<sup>nd</sup> Street and Vacant 146 Spruce, Wyandotte, Michigan 48192

#### 155 Ford Parcel Legal Description:

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

Westerly 34 feet of Lot 2 except the south 32 feet of the west 30 feet therefore, Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2, Page 36 of Wayne County Records.

Also known as 155 Ford Avenue, Wyandotte, MI 48192

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2016-149**

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 11, 2016

MOVED BY: Councilperson Fricke

SUPPORTED BY: Councilperson Sabuda

BE IT RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer regarding the sale property known as former 163 Ford Avenue, 155 Ford Avenue, Former 2035 2<sup>nd</sup> Street and the Vacant 146 Spruce with MJC Templin, LLC; AND

BE IT RESOLVED that the Mayor and City Clerk are authorized to execute the First Amendment to Purchase Agreement between the City and Mr. and Mrs. Bills for the property known as 155 Ford Avenue, Wyandotte; AND

BE IT RESOLVED that the Mayor and City Clerk are further authorized to execute the Purchase and Sale Agreement between MJC Templin, LLC regarding former 163 Ford Avenue, 155 Ford Avenue, Former 2035 2<sup>nd</sup> Street and the Vacant 146 Spruce; AND

BE IT FURTHER RESOLVED that the City Engineer is directed to demolish same; AND

BE IT RESOLVED that William R. Look, City Attorney is authorized to execute closing documents for the purchase of the property at 155 Ford Avenue on behalf of the Mayor and City Clerk.  
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 11, 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 11, 2016

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

**ITEM: SALE OF VACANT PROPERTY SOUTH OF FORD AVENUE AND EAST OF 2<sup>ND</sup> STREET TO MJC TEMPLIN, LLC**

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

*Mark Kowalewski* 45-16

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer; Anthony LoDuca and Michael Chirco of MJC Templin, LLC

**BACKGROUND:** The City sold property to MJC Templin LLC [MJC] for the development of new medical offices at 2070 Biddle Avenue. The 2070 Biddle Purchase Agreement included an Option Agreement that provided for additional development if the City could assemble 44,000 square feet of additional property. The sales price for this additional property is stated as \$4.65/SF. The City did not assemble 44,000 SF of property within the stated time frame and this option has expired. A \$40,000 option escrow deposit remains from this Agreement that has not been released to MJC.

The City did assemble 29,374 SF of property. The City has also entered into a Purchase Agreement with the owners of 155 Ford for \$120,000 with closing subject to the City entering into a Sales Agreement with MJC. The 155 Ford property Purchase Agreement and this new Purchase Agreement with MJC both include language to be closed simultaneously. The 155 Ford property is 5,402 SF of property for a total of 34,776 SF of property (See Exhibit C of Purchase Agreement).

This Purchase Agreement will accomplish the following:

- Redevelop the City's assembled property with MJC as the developer who successfully built 2070 Biddle Avenue and will utilize existing parking from the 2070 Biddle development to maximize the square footage of building that can be built on the property.
- The sales price is \$250,000 or \$7.19/SF. This Agreement provides for \$135,000 of the Purchase Price to be paid at closing. Therefore, sufficient revenue is being received to cover the acquisition cost of 155 Ford Avenue. Two (2) additional payments of \$57,500 each are to be made at 12 months and 20 months after closing or upon completion of the building whichever occurs first.
- The City has an option to repurchase the property at 80% of the purchase price if the foundation is not completed within two (2) years of closing or the roof is not completed within four (4) years of closing.
- The Agreement contains a recordable provision that if the property and building is sold to a non-profit entity and is removed from the tax role within twenty (20) years after closing then the owner shall reimburse the City an amount equal to: taxable value times [the year after closing subtracted from 20 years] times 20 mils.
- Agreement provides an option for acquisition of additional property within three hundred (300) feet of property being sold if the City in its sole discretion agrees with purchase agreements to be negotiated by MJC with the owners. Any negotiated purchase agreements require MJC to provide the purchase price as an additional deposit before the City would accept the assignment of these purchase agreements. The Agreement indicates the City will support the approval of, and encourage a Brownfield Plan that would include reimbursement for these additional acquisition costs. The Agreement without additional property requires a minimum building of 8,240 SF to be built. If any additional property is added to this Agreement then a larger building will be required to be built.

- Architectural features to be similar to Police/Court Building with a minimum of brick and stone. Elevations are subject to City's approval.
- If the Brownfield Plan is approved it would include the recapture of demolition cost by MJC at 155 Ford Avenue or any other buildings needing to be demolished, acquisition costs and possible other items. Inclusion of accelerated reimbursement of existing eligible expenses at 2070 Biddle Avenue.

**STRATEGIC PLAN/GOALS:** The City is committed to a three-pronged economic development strategy: 1. Commercial expansion in the Downtown and Fort Street; 2. By being a "Good Neighbor" to BASF and other current and prospective industries; and 3. Expansion and "Good Neighbor" to the city's growing Medical and Health complex along Biddle surrounding Wyandotte Henry Ford Hospital.

**ACTION REQUESTED:** Approve Purchase Agreement between the City and MJC Templin LLC

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Sales Revenue will be received by TIFA Fund 492-000-650-040. Expense from TIFA Land Acquisition Account #492-200-850-519. A budget amendment will be submitted at a later date.

**IMPLEMENTATION PLAN:** Closing on all properties and start development

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

**LEGAL COUNSEL'S RECOMMENDATION:** See attached communication from W. Look

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** Purchase and Sale Agreement between City and MJC Templin, LLC and Amendment Purchase Agreement between the City and Mr. and Mrs. Bills

### For Your Information

Back in 2009, I advised the city council that once the city sells real property, it has very little ability to dictate future use or control of the property (such as sale of the property by the Buyer to a nonprofit or tax exempt entity resulting in loss of tax revenue). The city requested that I explore what other governmental entities were doing.

I contacted the attorney general's office and they confirmed the above. They did refer me to the City of Lansing because their city has quite a few government owned (tax exempt buildings). They indicated they use a lien reimbursement concept which the City of Wyandotte now uses. But there is no guarantee a court will uphold this procedure since they could perceive this procedure as an unreasonable restraint on future transfer of property.

Also all the developers who negotiate with the city obtain loans and their lenders will require the city to subordinate the city lien to the lender's mortgage. If you have any questions, please contact me at your convenience.

Bill Look



## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between CITY OF WYANDOTTE, a Michigan municipal corporation, the address of which is 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("Seller"), and MJC TEMPLIN LLC, a Michigan limited liability company, the address of which is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044 ("Purchaser"), is based upon the following:

A. Seller is in receipt of \$40,000 as a deposit (the "Deposit") from Purchaser.

B. Seller (a) is the owner of a certain parcel of land located in the City of Wyandotte (the "City"), Wayne County, Michigan, which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Assembled Parcel"), and (b) has entered into a purchase agreement with the owner of a certain parcel of land located in the City, Wayne County, Michigan, which is more particularly described on Exhibit B-1 attached hereto and commonly known as 155 Ford Avenue (the "155 Ford Parcel"); and together with the Assembled Parcel, collectively, the "Property"), a copy of which purchase agreement is attached hereto as Exhibit B-2, each together with all of the tenements, hereditaments and appurtenances upon, belonging or in any way appertaining to said land, all improvements and fixtures located thereon, all rights in and to any vacated or abandoned street, and all property division and split rights with respect to such land.

C. If Purchaser closes on the purchase of the Property as herein contemplated, then Purchaser shall develop a professional/office building on the Property, which may, in Purchaser's sole discretion, be developed as a business condominium, containing at least 8,240 gross square feet (the "Building"). A preliminary site plan of the Property and the Building is attached hereto as Exhibit C.

D. Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Property, upon and subject to the terms and conditions hereinafter set forth.

Now, therefore, in consideration of the mutual covenants, promises, and agreements and subject to the terms and conditions contained herein, the parties agree as follows:

1. **Agreement of Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property, upon and subject to the terms and conditions hereinafter set forth.

2. **Purchase Price.** The purchase price of the Property (the "Purchase Price") is Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). The Purchase Price is payable as follows:

(a) One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000.00) of the Purchase Price shall be paid at the Closing (as hereinafter defined) (i.e. \$95,000 plus the application of the Deposit (as hereinafter defined)).

(b) An additional Fifty-Seven Thousand Five Hundred and 00/100 Dollars (\$57,500.00) of the Purchase Price (each, an "Installment Payment") shall be paid on the twelve (12) month anniversary of the Closing. The final Installment Payment shall be paid



upon the issuance of a final certificate of occupancy for the Building. The final Installment Payment will be a sum equal to the full Purchase Price minus the portion of the Purchase Price previously paid.

(c) Notwithstanding the foregoing to the contrary, the Purchase Price shall be paid in full not later than the twenty (20) month anniversary of the Closing.

(d) The balance of the Purchase Price shall be evidenced by a non-interest bearing promissory note in the form attached as Exhibit D hereto (the "Note") and secured by a first mortgage (which will not be subordinated) against the Property in the form attached as Exhibit E hereto (the "Mortgage"). In the event the Property is developed as a business condominium, then upon the sale of any unit within the Building, such unit shall be released by Seller from the Mortgage upon receipt of a portion of the final Installment Payment that is equal to the proportion which such unit bears to the Building on a square footage basis.

3. **Survey.** The exact legal description of the Property shall be determined by a survey (the "Survey") prepared at the direction of Purchaser and at Purchaser's sole expense.

4. **Condition of Title.** At the Closing, Seller shall own unencumbered marketable fee simple title to that portion of the Property then being conveyed, subject to no liens, encumbrances, claims, demands, security interests, options, purchase agreements, mortgages, pledges, leases, conditional sales or other title retention agreements, restrictions, or exceptions of any kind or nature whatsoever (collectively, "Encumbrances") other than the one hundred eighty (180) day post-closing occupancy period granted to the current owners of the 155 Ford Parcel pursuant to the purchase agreement with Seller therefor (the "155 Ford Occupancy") and the Permitted Encumbrances (as hereafter defined), which title shall be insured in the aforesaid condition by Minnesota Title Company (the "Title Company").

5. **Evidence of Title.**

(a) As evidence of title to the Property, Seller agrees to furnish to Purchaser within ten (10) days after the date hereof a complete commitment for a policy of title insurance covering the Property (including complete legible copies of all documents referred to thereon) issued by the Title Company in the amount of the Purchase Price, guaranteeing title in the condition required herein and bearing a date later than the date hereof (the "Title Insurance Commitment"). Seller, at its sole expense, will cause the Title Company to deliver to Purchaser a final policy of title insurance pursuant to the Title Insurance Commitment, with the so-called "standard exceptions" deleted therefrom, promptly after the Closing.

6. **Title Objections.** If following Purchaser's receipt of the Survey and the Title Insurance Commitment (and all documents referred to therein) meeting the requirements of this Agreement, Purchaser notifies Seller that the title to the Property is not satisfactory to Purchaser, in Purchaser's sole discretion, Seller shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed to use its best good faith efforts to cure such defects to Purchaser's satisfaction, and if Seller is unable or unwilling to cure such defects within the aforesaid thirty (30) day period, Purchaser shall have the option to either (i) waive the defects and proceed with this transaction, or (ii) cancel and terminate this Agreement by written notice thereof to Seller, in which event no party hereto shall have any further liability or obligation hereunder, except that the entire

Deposit shall be immediately returned to Purchaser. In the event Seller cures such defects within the time specified above, Purchaser agrees to complete the sale within thirty (30) days after its receipt of written notification thereof from Seller, subject, however, to any and all other Conditions (as hereafter defined). Any Encumbrances identified on the Title Insurance Commitment that are approved in writing by Purchaser shall be "Permitted Encumbrances" for the purposes of this Agreement.

7. **First Option to Purchase; Tax Roll.**

(a) Seller and Purchaser acknowledge and agree that after the Closing, if Purchaser fails to complete (i) constructing the Building foundation within two (2) years of the Closing and/or (ii) placement of the roof upon the constructed Building within four (4) years of the Closing, then Seller shall have the right to buy back the Property, all as more particularly set forth in Exhibit F attached hereto and made a part hereof (the "First Option to Purchase Agreement").

(b) Seller and Purchaser acknowledge and agree that future tax revenue from the private development and ownership of the Property (including the Building) is a material part of the consideration to Seller for this Agreement and the sale of the Property to Purchaser. Purchaser agrees not to transfer or close on the sale of all or part of the Property to an entity that will result in the Property or the Building becoming tax exempt until completion of the Building as required by this Agreement and subject to the terms herein. Purchaser agrees that the Property and the Building (collectively, the "Development") will be placed on the tax rolls with the intent that the same remain on the tax rolls for a period of not less than twenty (20) years commencing with the date of the Closing. The term "Owner" as used herein means any owner of the Property, including Purchaser's successors, transferees, and assigns.

In the event the Development (or any portion thereof) is removed from the tax rolls within twenty (20) years after Closing on the sale to Purchaser as a result of any action taken by Owner, including without limitation the sale, transfer or use of the Development (or any portion thereof) by Owner, then Owner shall reimburse Seller for an amount equal to the taxable value of the property removed from the tax roll, including the Development (or portion thereof removed from the tax roll), in the year before it is no longer taxed (the original "Base Value") times twenty (20) mills (the "Annual Amount") for each year remaining up to and including twenty (20) years from the date of Closing. The amount payable to Seller will be paid in one lump sum. The lump sum payment shall be the net present value calculated by computing the taxable value times (x) 20 mills for the year the lump sum is to be paid times (x) the number of years remaining on this obligation up to 20 years. The lump sum is due and payable on or before Owner closes on the transfer or sale of the Development (or portion thereof) to the person or entity that results in the property becoming tax exempt. For example, if the Property and Development (or portion thereof) is sold to a person or entity five (5) years after the date of closing, and the taxable value is \$50,000, then the lump sum will be computed as follows:

$$\$50,000 \times 0.020 \text{ mills} \times 15 \text{ years} = \underline{\$15,000}$$

This obligation shall survive Closing and remain in effect for 20 years after Closing with respect to the Property and be secured by a lien therefore in the form attached hereto as Exhibit I (the "Lien"). Seller agrees that the Lien is 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.

8. **Documents to be Delivered at Closing.** At the Closing:

(a) Seller shall execute and deliver to Purchaser a warranty deed in form attached hereto as Exhibit G (the "Warranty Deed") conveying to Purchaser title to the Property subject only to the Permitted Encumbrances and Seller shall pay all documentary stamps or transfer taxes associated with such Warranty Deed.

(b) Purchaser shall pay to Seller the Purchase Price, as adjusted by the adjustments and prorations provided for in this Agreement.

(c) Purchaser shall execute and deliver to Seller the Note.

(d) Purchaser shall execute and deliver to Seller the Mortgage in recordable form.

(e) Seller and Purchaser shall each execute and deliver to the Title Company an appropriate escrow agreement in the form of Exhibit H attached hereto (the "Escrow Agreement") pursuant to which Seller shall deposit in escrow with the Title Company seven (7) fully executed Partial Discharges of Mortgage (collectively, the "Partial Discharges"), which do not contain legal descriptions, all of which are to be held in escrow by the Title Company. The Title Company shall be authorized and directed to receive, and disburse to Seller, all payments under the Note. Any time upon receipt by the Title Company of satisfactory evidence that Purchaser has paid all sums necessary to obtain a release of a portion of the Property from the operation of the Mortgage, the Title Company shall be authorized and directed (i) attach the legal description of that portion of the Property to be released (which will be provided by Purchaser) as Exhibit A to one (1) of the Partial Discharges and (ii) release such Partial Discharge to Purchaser. All costs of the Title Company in connection with the performance of the aforesaid services shall be paid by Purchaser.

(f) Seller shall execute and deliver to Purchaser and the Title Company such documents, agreements, and affidavits with respect to the Property as the Title Company shall require in order to delete and omit from its title insurance policy all of the so-called "standard exceptions" and any Encumbrances other than the Permitted Encumbrances.

(g) Seller and Purchaser shall each execute and deliver to each other the First Option to Purchase Agreement in recordable form.

(h) Seller shall cause the Title Company to deliver to Purchaser a "marked-up" copy of the final policy of title insurance referred to in Paragraph 5 hereof.

(i) Seller and Purchaser shall each execute and deliver to the other an appropriate closing statement setting forth the Purchase Price and reflecting all adjustments and prorations provided for in this Agreement.

(j) Purchaser and Seller shall each execute and deliver to each other the Lien in recordable form.



(k) Each party agrees to execute and deliver all additional documents which may be reasonably requested by the other party in order to effectuate the purposes of this Agreement and the consummation of the transaction contemplated hereby; provided, however, that the foregoing shall not be construed or deemed to expand the obligations of any party hereunder or remove any limitations on the obligations of any party hereunder.

9. **Warranties, Representations, and Covenants of Seller.** Seller hereby warrants and represents to and covenants with Purchaser that:

(a) Other than in connection with the 155 Ford Occupancy, at the Closing, Seller shall own unencumbered marketable fee simple title to the Property and has entered into no agreements, oral or written, and is subject to no judgment, order, writ, injunction, decree, statute, rule, or regulation which would limit or restrict Seller's right to enter into this Agreement and fulfill its obligations hereunder or which would prevent possession by Purchaser of all or any part of the Property.

(b) From and after the date hereof, Seller shall not sell, convey, burden, or encumber the Property in any manner whatsoever (whether by deed, encumbrance, mortgage, lien, easement, restriction, lease, or otherwise).

(c) From and after the date hereof, Seller shall not alter or modify the physical nature or characteristics of the Property or any part thereof.

(d) No work has taken place on the Property in the last one hundred twenty (120) days which would create in any party a right to a lien against the Property.

(e) There are no special assessments (other than sidewalk assessments), condemnation, administrative proceedings, or any other proceedings or litigation pending or, to the best of Seller's knowledge, with respect to the Property, and Seller has not been advised that any governmental authority has determined or threatens to determine that there are any violations or any statutes, ordinances, or regulations relating to the Property, and to the best of Seller's knowledge, there are no such violations.

(f) Except as otherwise disclosed in the Category N Baseline Environmental Assessment (BEA) dated May 21, 2007, prepared by TTL Associates, Inc. (which includes a Phase I ESA dated December 9, 2005 and Phase II ESA dated June 7, 2006), to the best of Seller's knowledge, there are no pollutants, contaminants, toxic wastes, hazardous substances, underground storage tanks, or other such environmental hazards at, on, or under the Property or any parcel of land adjacent to the Property, and no threatened or pending proceedings involving any of the foregoing.

(g) To the best of Seller's knowledge, there are no unrecorded building or use restrictions, development agreements, or reciprocal agreements which affect the Property.

(h) The purchase agreement attached hereto as Exhibit B-2 is a true, correct and complete copy of such purchase agreement, which remains in full force and effect and, to Seller's actual knowledge, neither party is in default thereunder.



(i) If Purchaser enters into purchase agreements or other similar agreements in form and substance acceptable to Seller in Seller's sole discretion (each an "Additional Property Agreement") with the owner(s) of any property within three hundred (300) feet of the Property prior to the Closing (each such property an "Additional Property" and, collectively, the "Additional Property"), each together with all of the tenements, hereditaments and appurtenances upon, belonging or in any way appertaining to said land, all improvements and fixtures located thereon, all rights in and to any vacated or abandoned street, and all property division and split rights with respect to such land, then Purchaser shall assign and Seller shall assume such Additional Property Agreement. Any closing thereunder shall occur simultaneously with Closing hereunder and Seller shall pay the entire purchase price under any Additional Property Agreement at Closing; provided, however, upon Seller assuming an Additional Property Agreement, Purchaser and Seller shall enter into an amendment of this Agreement to incorporate such Additional Property into the Property and the Building, increase the Deposit and Purchase Price required hereunder, extend the Contingency Period (as hereinafter defined) one hundred eighty (180) days from the date of such Additional Property Agreement, and modify any other provisions as necessary consistent with the intent of this subparagraph. If such amendments are not entered into prior to the Closing, Purchaser shall have no obligation to acquire the Additional Property not incorporated into this Agreement, but may still do so in Purchaser's sole and absolute discretion. Each Additional Property Agreement shall require that its respective Additional Property be vacant prior to closing thereunder. Seller's obligations under this subparagraph shall only apply for ninety (90) days after the execution of this Agreement with respect to any Additional Property for which an Additional Property Agreement has not been entered into at such time.

It is expressly acknowledged and agreed that no representations or warranties are made by Seller to Purchaser with respect to the zoning classification of the Property.

Seller hereby warrants and represents to and covenants with Purchaser that each warranty, representation, and covenant of Seller set forth above with respect to each Property shall survive for a period of twelve (12) months following the Closing of the Property.

#### 10. Conditions Precedent; Architectural Features.

(a) The parties hereto acknowledge and agree that this Agreement, and all of the obligations of Purchaser under this Agreement, are expressly conditioned upon and subject to Purchaser's determination, in Purchaser's sole and absolute discretion, that the following conditions are or will be satisfied:

(i) Purchaser shall be satisfied that the Property is suitable in all respects for Purchaser's intended use and development thereof;

(ii) Purchaser to obtain all necessary approvals (including planned development final approval) and permits from the City and all other governmental authorities having jurisdiction for Purchaser's intended use and development of the Property and the construction of Purchaser's contemplated improvements thereon, including, without limitation, a Brownfield Plan (as hereinafter defined);

(iii) Purchaser's receipt of a Survey and Title Insurance Commitment, each of which is satisfactory in all respects to Purchaser; and

(iv) Seller shall support the approval of, and encourage its authorities, to the extent permitted by law, such as the Wyandotte Brownfield Redevelopment Authority ("WBRDA") or Wyandotte Consolidated Tax Increment Finance Authority ("TIFA") (collectively, the "Authorities"), to approve, a brownfield redevelopment plan or other similar plan for financing (a "Brownfield Plan") for the redevelopment of the Property that captures all millages allowed under the Brownfield Redevelopment Financing Act, Act 381 of 1996, as amended ("Act 381"), including millages currently captured by TIFA, to reimburse all eligible activities necessary to redevelop the Property and any Additional Property acquired and assembled with the Property. Eligible activities shall include, but not be limited to, environmental activities, demolition, lead and asbestos abatement, site preparation, public infrastructure improvements, acquisition of property for economic development purposes, brownfield plan preparation expenses, and any other eligible activities as allowed by law identified and included in a Brownfield Plan approved by Seller and its Authorities, and if necessary and determined to be in Purchaser's best interest, the Michigan Economic Development Corporation and/or Michigan Strategic Fund. The Brownfield Plan, to the extent permitted by Act 381 and subject to approval by Seller, may also assist with reimbursing eligible activities previously identified in the Brownfield Plan approved by Seller and WBRDA for the redevelopment of the Phase I Property (the existing building at 2070 Biddle Avenue).

(v) Seller shall support any application by Purchaser to participate in any program or receive any incentives with respect to geothermal heating and cooling systems to be implemented at the Property or in the Building.

(b) Purchaser shall have a period of one hundred eighty (180) days after the date hereof (as the same may be extended, the "Contingency Period"), within which to satisfy itself as to all of the conditions set forth above and elsewhere in this Agreement (collectively, the "Conditions"). If Purchaser notifies Seller in writing that all Conditions have been satisfied or waived or fails to notify Seller in writing prior to the expiration of the Contingency Period that all of the Conditions have not been satisfied or waived, then all Conditions shall be deemed satisfied and this Agreement shall continue in full force and effect. If Purchaser shall notify Seller in writing prior to the expiration of the Contingency Period that all of the Conditions have not been satisfied or waived, Purchaser shall have the right to cancel and terminate this Agreement by ten (10) days' written notice thereof to the Seller, in which event this Agreement shall be of no further force or effect whatsoever and neither party hereto shall have any further liability or obligation hereunder except that the Deposit shall be immediately returned in full to Purchaser.

(c) Anything contained herein to the contrary notwithstanding, Purchaser shall have the right, at its sole discretion, at any time prior to the termination of this Agreement, to extend the Contingency Period for an additional thirty (30) days, by written notice thereof to Seller prior to the expiration of the initial one hundred eighty (180) day period.

(d) Anything contained in this Agreement to the contrary notwithstanding, (i) the architectural features of the Building shall be similar to the recently constructed buildings directly across Biddle Ave, being the City of Wyandotte Police/Court, 2015 Biddle, and

Thomas Daly building, 2121 Biddle; (ii) Building features of the Building as a minimum will be brick and stone; and (iii) all elevations will be subject to the City of Wyandotte's final approval.

11. **Place and Time of Closing; Possession; Post-Closing.**

(a) The closing of the transaction contemplated under this Agreement (the "Closing") shall take place at the offices of the Title Company at a mutually convenient time on a mutually convenient date, but in any event, not more than thirty (30) days after the date on which all of the Conditions have been satisfied or waived by Purchaser.

(b) Seller shall deliver to Purchaser exclusive possession of the Property on the closing date, subject to the rights of no persons whatsoever other than the 155 Ford Occupancy. After Closing, Purchaser shall be solely responsible for any eviction proceedings, if necessary, in connection with the 155 Ford Occupancy. The Property shall be delivered in substantially the same condition as exists on the date hereof.

(c) Seller's closing in connection with its acquisition of the 155 Ford Parcel shall occur simultaneously with the Closing hereunder.

(d) After Closing, Purchaser shall demolish any vacated structures and/or other improvements currently located on the 155 Ford Parcel and/or any Additional Property incorporated into this Agreement at Purchaser's sole cost.

12. **Default.**

(a) In the event of a breach or default hereunder by Purchaser prior to the Closing, Seller may, provided that Seller is not then in default hereunder, declare a forfeiture hereunder and retain the Deposit as liquidated damages, the same to be Seller's sole remedy for any breach or default hereunder by Purchaser prior to the Closing.

(b) In the event of a breach or default hereunder by Seller prior to the Closing, Purchaser may, at its option, provided that Purchaser is not then in default hereunder, (a) elect to enforce the terms hereof, or (b) demand, and be entitled to, an immediate refund of the Deposit, or (c) exercise any other right or remedy available to Purchaser hereunder, under any other documents entered into between the parties, at law or in equity, including the right to specific performance, all of which rights and remedies shall be cumulative.

13. **Real Estate Brokerage Commissions.** Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any and all real estate brokerage commissions, finder's fees, or other like charges due or claimed to be due from Seller with respect to the transaction contemplated hereunder. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any and all real estate brokerage commissions, finder's fees, or other like charges due or claimed to be due from Purchaser with respect to the transaction contemplated hereunder.

14. **Taxes and Prorated Items.** All taxes which have become due and payable upon the Property as of the closing date, and all assessments, including all unpaid assessments and all assessments payable in installments which have become a lien upon the Property as of the



closing date or which have been confirmed by any public authority as of the closing date, shall be paid in full by Seller. At the Closing, current taxes shall be prorated and adjusted as of the closing date in accordance with the due date basis of the municipality or taxing unit in which the Property is located, treating such taxes as if the same were paid in advance.

15. **Inspection of the Property by Purchaser.** Purchaser and its agents and/or representatives shall have the right, at any time, and from time to time, to enter upon the Property for the purposes of inspecting the Property and making such soil tests, environmental studies, surveys, feasibility studies, and such other tests as Purchaser may desire. All such tests shall be at Purchaser's sole expense and Purchaser shall restore the land to substantially the same condition as existed before such tests occurred.

16. **Deposit.** The Title Company is currently in possession of the Deposit. Purchaser and Seller agree that the Title Company shall continue to hold the Deposit in escrow, to be disbursed in accordance with the provisions of this Agreement.

17. **Condemnation.** If any condemnation or eminent domain proceeding is commenced or threatened against the Property, or any part thereof, Seller shall, promptly after obtaining knowledge thereof, give Purchaser written notice thereof in reasonable detail. In such event, Purchaser shall, at its option, may terminate this Agreement by written notice thereof to Seller within sixty (60) days after Purchaser's receipt of Seller's notice of such proceeding, in which event this Agreement shall be of no further force or effect and no party hereto shall have any further obligation hereunder, except that the entire Deposit shall be immediately returned to Purchaser. If Purchaser does not elect to terminate this Agreement or fails to notify Seller within the sixty (60) day period, Purchaser shall close this transaction as if no such condemnation or eminent domain proceeding has been commenced or threatened, and in such event, any proceeds or awards made in connection with such taking shall be the sole property of Purchaser.

18. **Execution of Agreement.** Each of the parties hereto warrants and represents to the other party hereto that the person executing this Agreement on behalf of such party (a) has read this Agreement either personally or through a duly authorized representative, (b) understands the contents of this Agreement, (c) is signing as their free act and deed, without any persuasion or coercion on the part of anyone, after having an opportunity to consult with and obtain the advice of the independent legal counsel of their choice, and (d) is competent to execute this Agreement and perform their obligations hereunder.

19. **Use of Words.** As used in this Agreement, the words "hereunder", "herein", "hereof", and other words of similar import refer to this entire Agreement. Pronouns and relative words used herein shall be read interchangeably in masculine, feminine, or neuter, singular or plural, as the respective case may be.

20. **Notice.** Any notice or other communication required or desired to be given hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes if (a) delivered personally to the party to whom the same is directed with written acknowledgment by the receiving party, or (b) sent by Federal Express or other national overnight courier, charges prepaid, or (c) sent by registered or certified mail, postage and charges prepaid, addressed to the party to whom the same is directed at the address of such party as set forth above, and in the case of any notice or other communication to Purchaser, a copy shall be simultaneously delivered or



sent in the same manner to Michele J. Chirco, Esq., 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044, and in the case of any notice or other communication to Seller, a copy shall be simultaneously delivered or sent in the same manner to William R. Look, Esquire, Look, Makowski & Look PC, 2241 Oak Street, Wyandotte, Michigan 48192 and Mark Kowalewski, City of Wyandotte, 3200 Biddle Avenue, Wyandotte, Michigan 48192. Any notice which is served (i) personally shall be deemed to be given on the date on which the same is actually served, (ii) by Federal Express or other national overnight courier shall be deemed to be given on the date one (1) business day after the same is delivered to Federal Express or other national overnight courier, provided that the same is actually delivered to (whether or not refused by) the recipient in the ordinary course, and (iii) by mail shall be deemed to be given on the date two (2) days after the same is deposited in a regularly maintained receptacle for the deposit of United States mail. Any party may change its address for purposes of this Agreement by giving the other party notice thereof in the manner hereinabove provided for the giving of notices.

21. **Assignment.** This Agreement may not be assigned by Purchaser without the prior written consent of Seller, which consent will not be unreasonably withheld or delayed; provided, however, that Purchaser shall have the right to assign its interest in this Agreement to any entity in which Michael A. Chirco has an interest of at least fifty percent (50%) without the necessity of obtaining the consent of Seller.

22. **Entire Agreement.** This Agreement may be amended or modified only by the written agreement of all of the parties hereto, and the same constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior negotiations are hereby merged herein.

23. **Severability.** The provisions of this Agreement are severable. If any paragraph, subparagraph, sentence, or provision shall be invalid or unenforceable, it shall not affect any of the remaining provisions of this instrument, and all provisions shall be given full force and effect separately from the unenforceable or invalid paragraph, subparagraph, sentence, or provision, as the case may be.

24. **Survival of Terms.** The terms and conditions of this Agreement, to the extent that the same are unfulfilled at the time of the applicable closing of this transaction, shall survive the applicable closing and the subsequent delivery of the contemplated deed from Seller to Purchaser and shall not expire.

25. **Time.** If the deadline for performing any act would otherwise fall on a weekend day or a holiday, such deadline shall automatically be extended to the next succeeding business day.

26. **Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of Michigan.

27. **No Third Party Beneficiaries.** The provisions of this Agreement are solely for the purpose of defining the interests of the parties, inter se; and no other person (i.e., a party who is not a signatory hereto or a permitted successor to such signatory hereto) shall have any right, power, title, or interest by way of subrogation or otherwise, in and to the rights, powers, titles, and provisions of this Agreement.

28. **Binding Effect.** The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

[Signature page immediately follows]

In witness whereof, the undersigned have executed this Purchase and Sale Agreement as of the date first above written.

**SELLER:**

**CITY OF WYANDOTTE,**  
a Michigan municipal corporation

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

Name: Joseph Peterson

Title: Mayor

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

Name: Lawrence S. Stec

Title: City Clerk

**PURCHASER:**

**MJC TEMPLIN LLC,**  
a Michigan limited liability company

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

Name: Michael A. Chirco

Title: Manager

## EXHIBIT A

### Assembled Parcel Legal Description

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

All of Lot 1, the south 32 feet of the west 34 feet of Lot 2 and all of Lots 13 and 14 Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2 Page 36 Wayne County Records.

Also known as Former 163 Ford Avenue, Former 2035 2<sup>nd</sup> Street and Vacant 146 Spruce, Wyandotte, Michigan 48192



**EXHIBIT B-1**

**155 Ford Parcel Legal Description**

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

Westerly 34 feet of Lot 2 except the south 32 feet of the west 34 feet therefore, Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2, Page 36 of Wayne County Records.

Also known as 155 Ford Avenue, Wyandotte, MI 48192

**EXHIBIT B-2**

**155 Ford Parcel Purchase Agreement**

(See Attached)

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

William R. Look  
Steven R. Makowsld

Richard W. Look  
(1912-1993)

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

{ City  
XXXXXXX of  
XXXXXX  
County, Michigan, described as follows:

Wyandotte Wayne County, Michigan, described as follows:  
West 34 Feet of Lot 2 except the south 32 feet of the west 30 feet therefore Block 61 as recorded in Liber 2 Page 36 WCR being known as 155 Ford Avenue, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit \_\_\_\_\_ if any, now on the premises, and to pay therefore the sum of One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

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

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
Cash Sale with New Mortgage	<del>B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.</del>
Sale to Existing Mortgage	<del>C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.</del>
Sale on Promissory Note	<del>D. Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a **Promissory Note acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Note in _____ payments **See Paragraph 12 on Addendum, which include interest payments at the rate of 5% per cent per annum; and which, _____ include prepaid taxes and insurance.</del>
Sale to Existing Land Contract	<del>If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.</del>
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, <del>a complete Abstract of Title and Tax History, certified to a date later than the acceptance hereof.</del> In lieu, thereof, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
Time of Closing	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Purchaser is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Seller's Default	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Title Objections	
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u> If the Seller occupies the property, it shall be vacated on or before <u>180 days after closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

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

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

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

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

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

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

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

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

~~for, Purchaser will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.~~  
However, if a new mortgage is being applied  
 Additional conditions, if any: See Addendum for additional Paragraphs 12 through 15 and Signatures



ADDENDUM TO PURCHASE AGREEMENT  
155 FORD AVENUE  
WYANDOTTE, MICHIGAN

12. This property is being sold in an "as is" condition. Purchaser will be responsible for all demolition costs. Curtis and Rafaelita Bills, Husband and Wife, will have occupancy for 180 days after closing at no cost to Mr. and Mrs. Bills. Mr. and Mrs. Bills will be responsible for maintaining the property and for the payment of all utilities. Should Mr. and Mrs. Bills fail to vacate the property 180 days after closing and if legal proceedings are commenced to enforce any provisions of this Agreement, Mr. and Mrs. Bills shall be responsible and agrees to pay the City's reasonable attorney fees.

Seller shall maintain insurance on the dwelling, including liability insurance, which also names the Purchaser, City of Wyandotte, as an additional insured party in an amount satisfactory to the Purchaser. Proof of insurance will be required at time of closing. Seller is responsible to maintain it's own insurance to cover personal contents.

Mr. and Mrs. Curtis shall have salvage rights, but agree not to salvage any exterior windows, doors or siding. Property to remain secure at all times. Salvage to be completed before keys are surrendered to the City.

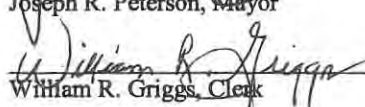
No other persons are allowed to live in premises without written permission of the Purchaser, City of Wyandotte.

13. This Agreement is contingent upon the City entering into a Sales Agreement with MJC Templin, LLC for this property and the City's successful completion of the closing with MJC Templin, LLC to acquire the west 34 Feet of Lot 2 except the south 32 feet of the west 30 feet therefore, Block 61 known as 155 Ford Avenue, Wyandotte. The closing with Mr. and Mrs. Bills and MJC Templin, LLC will take place simultaneously.
14. Seller will be responsible for title premium and transfer tax on Warranty Deed, which will be deducted at time of closing.
15. This Agreement is contingent upon the approval of the Wyandotte City Council.

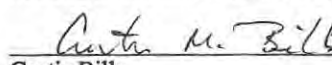


CITY OF WYANDOTTE, Purchaser

  
Joseph R. Peterson, Mayor

  
William R. Griggs, Clerk

SELLER: Curtis and Rafaelita Bills

  
Curtis Bills

  
Rafaelita Bills

Dated: 4-14-14

**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 \_\_\_\_\_  
S \_\_\_\_\_

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

FIRST AMENDMENT TO PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF WYANDOTTE  
AND  
CURTIS BILLS AND RAFAELITA BILLS

The Purchase Agreement dated March 25, 2014, for the property located at 155 Ford Avenue, Wyandotte, Michigan hereby amends Paragraph 3 Time of Closing as follows:

3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale on or before December 31, 2016.

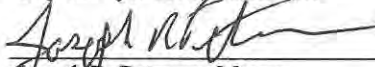
All other terms and conditions shall remain in full force and effect.

Dated this 11 day of April, 2016.

In the Presence of:



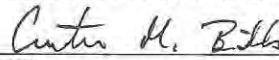
City of Wyandotte, Purchasers

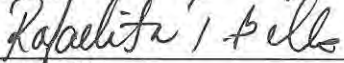
  
Joseph R. Peterson, Mayor

  
Lawrence S. Stec, City Clerk

SELLER: Curtis and Rafaelita Bills

\_\_\_\_\_

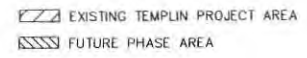
  
Curtis Bills


  
Rafaelita Bills

**EXHIBIT C**

**Preliminary Site Plan**

(See Attached)



 <b>LAND DEVELOPMENT CONSULTING SERVICES, INC.</b> 46600 ROMEO PLANK, SUITE 2 MACQUON, MI 48044		PHONE: (586) 888-2350 FAX: (586) 888-2351
<b>PROPOSED OFFICE CONDOMINIUMS</b> PART OF FRACTIONAL SEC. 28, T.3.S., R.11.E. CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN		SCALE: 1" = 30' DATE: 01-23-15
<b>PROPOSED PHASE AREAS</b>		DRAWN BY: SHANNA LISTS:
MDC TEMPLATE LCC 46600 ROMEO PLANK RD., SUITE 3 MACQUON, MI 48044		DRAINING: KAC



**EXHIBIT D**

**Form of Note**

**Promissory Note**  
**Concerning Purchase of**  
**Property from the City of Wyandotte**

\$115,000.00 \_\_\_\_\_, 201\_

For value received, the undersigned (hereinafter identified as "Maker") promises to pay to the order of the City of Wyandotte (hereinafter identified as "Payee"), the principal sum of One Hundred Fifteen Thousand and no/100 Dollars (\$115,000.00), together with interest from the date hereof upon the unpaid principal at a rate of zero percent (0%) per annum.

The principal and interest payment shall be due as follows:

The sum of Fifty-Seven Thousand Five Hundred and no/100 Dollars (\$57,500) shall be paid by Maker on \_\_\_\_\_, 201\_ (i.e. the twelve (12) month anniversary of the date hereof). The remaining principal balance shall be paid upon the issuance of a final certificate of occupancy for the Building (as defined in that certain Purchase and Sale Agreement dated \_\_\_\_\_, 201\_ between Maker and Payee); provided that the entire principal balance shall be paid on or before \_\_\_\_\_, 201\_ (i.e. the twenty (20) month anniversary of the date hereof).

As security for payment of this note, the collateral described in that certain Mortgage dated as of the date hereof executed by Maker in favor of Payee has been pledged to Payee and Payee holds a security interest in such collateral.

In the event that default shall be made in the due and punctual payment of any of the required installments under the terms of this note, and provided Payee shall have given Maker twenty (20) days prior written notice of such default by first class mail and if Maker fails to cure said default, then the whole principal of this note remaining unpaid and all other liabilities under this note shall, unless Payee shall otherwise elect, immediately become due and payable without presentment, demand or notice of any kind. Also, in any such event, Payee shall have full power and authority at any time or times thereafter to exercise all or any one or more of the remedies allowed a secured party under the law of the State of Michigan against the collateral referred to above. In addition, Maker further promises to pay all costs of collection and reasonable attorney fees of Payee.

All parties to this note whether makers, endorsers or otherwise waive demand, presentment or notice of dishonor.

MJC TEMPLIN LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Michael A. Chirco, Manager

## **EXHIBIT E**

### **Form of Mortgage**

#### **Mortgage**

THIS MORTGAGE ("Security Instrument") is given on \_\_\_\_\_, 201\_. The mortgagor is MJC Templin LLC, a Michigan limited liability company whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044 ("Borrower"). This Security Instrument is given to the City of Wyandotte, a Michigan municipal corporation whose address is 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00). This debt is evidenced by Borrower's note date the same date as this Security Instrument ("Note"), which provides for payments, with the full debt, if not paid earlier, due and payable on \_\_\_\_\_, 201\_ (i.e. the twenty (20) month anniversary of the date hereof). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications; (b) the payment of all other sums, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the City of Wyandotte, Wayne County, Michigan:

**See legal description attached hereto as Exhibit A**

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. ~~Paragraph 2 is WAIVED Funds for Taxes and Insurance.~~ Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("~~Funds~~") equal to one twelfth of: (a) ~~yearly taxes and assessments which may attain priority over this Security Instrument;~~ (b) ~~yearly leasehold payments of ground rents on the Property, if any;~~ (c) ~~yearly hazard insurance premiums, and~~ (d) ~~yearly mortgage insurance premiums, if any.~~ These ~~items~~ are called "~~escrow items~~". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future ~~escrow items~~.

~~The Funds shall be held in an institution the deposits of accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to any of the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.~~

~~If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.~~

~~Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by the Security Instrument.~~

3. Application of Payments. All payments received by Lender shall be applied to the principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the prepayment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcements of the lien in, legal proceedings which in Lender's reasonable opinion

operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement reasonably satisfactory to Lender subordinating the lien to this Security Instrument. If Lender reasonably determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within thirty (30) days of the receipt of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender reasonably requires. The insurance carrier providing that insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible then Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days after receipt of written notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is received.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraphs 1 and 2 or change the amount of the payments. Insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the



Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance is terminated in accordance with the Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower written notice prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation by any Governmental Agency other than Lender. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property (provided the condemnation is not by the City of Wyandotte), or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the written notice is received by Borrower, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successor and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without that Borrower's consent.

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in paragraph 18.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (except as contemplated by the Purchase and Sale Agreement dated \_\_\_\_\_, 201\_ between Borrower and Lender) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is received within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 and 16.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Lender shall give written notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in paragraph 13. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law including foreclosure by advertisement. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

19. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to,

receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. Release. Lender shall release condominium units from the operation of this Security Instrument upon receipt of the required installment payment with respect to such condominium unit to be released. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Check applicable box(es):

- ☐ Adjustable Rate Rider    ☐ Condominium Rider    ☐ 2 - 4 Family Rider  
☐ Graduated Payment Rider    ☐ Planned Unit Development Rider

[Signature page immediately follows]



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

MJC TEMPLIN LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: Michael A. Chirco  
Title: Manager

STATE OF MICHIGAN     )  
                                      ) ss:  
COUNTY OF MACOMB    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_, by Michael A. Chirco as Manager of MJC Templin LLC, a Michigan limited liability company.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County

Instrument drafted by and when recorded return to:

William R. Look  
2241 Oak Street  
Wyandotte, MI 48192

## **EXHIBIT A TO MORTGAGE**

### **Legal Description**

#### **Assembled Parcel Legal Description**

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

All of Lot 1, the south 32 feet of the west 34 feet of Lot 2 and all of Lots 13 and 14 Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2 Page 36 Wayne County Records.

Also known as Former 163 Ford Avenue, Former 2035 2<sup>nd</sup> Street and Vacant 146 Spruce, Wyandotte, Michigan 48192

#### **155 Ford Parcel Legal Description**

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

Westerly 34 feet of Lot 2 except the south 32 feet of the west 34 feet therefore, Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2, Page 36 of Wayne County Records.

Also known as 155 Ford Avenue, Wyandotte, MI 48192

## **EXHIBIT F**

### **Form of First Option to Purchase**

This First Option to Purchase (this "Agreement") is entered into as of \_\_\_\_\_, 201\_, between MJC TEMPLIN LLC, a Michigan limited liability company, of 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044 ("Purchaser"), and the City of Wyandotte, a Michigan municipal corporation, of 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("Seller").

### **RECITALS**

- A. Seller and Purchaser entered into a certain Purchase and Sale Agreement dated \_\_\_\_\_, 201\_ (the "Purchase Agreement"), whereby Purchaser acquired from Seller certain real property located in the City of Wyandotte, County of Wayne, State of Michigan, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"). The term Premises as used herein includes any improvements located thereon.
- B. The Purchase Agreement grants Seller the right to purchase back the Premises under certain circumstances, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, Seller and Purchaser agree as follows:

- 1. If Purchaser fails to develop the Premises or complete the stage of construction, as applicable under the terms set forth in Paragraph 2 of this Agreement (and within the time limits set forth therein), then subject to the terms herein Seller has the first option to purchase the Premises at an amount equal to 80% of the actual cash amount paid by Purchaser to Seller at the time of the closing. Seller shall notify Purchaser in writing of its intent to purchase the Premises pursuant to the terms of this Agreement (the "Seller Notice to Purchase"). The Seller Notice to Purchase shall be given to Purchaser within sixty (60) days from the date when Purchaser was required to complete the stage of development or construction, as applicable, in accordance with the terms of Paragraph 2 of this Agreement. Seller must tender full payment of the purchase price at a closing to be held within sixty (60) days after the Seller Notice to Purchase is given to Purchaser. Purchaser shall be required to convey the Premises back by Warranty Deed to Seller. Each party agrees to execute and deliver all additional documents which may be reasonably requested by the other party in order to effectuate the purposes of this Agreement and the consummation of the transaction contemplated hereby; provided, however, that the foregoing shall not be construed or deemed to expand the obligations of any party hereunder or remove any limitations on the obligations of any party hereunder.

The foregoing notwithstanding, if (A) Seller fails to deliver the Seller Notice to Purchase within the required time period, or (B) Seller fails to tender full payment of the purchase price to Purchaser within the required time period, or (C) Purchaser completes the stage of development or construction, as applicable, as required by the terms set forth in Paragraph 2 of the this Agreement, or (D) Purchaser completes the stage of development or construction, as applicable, within sixty (60) days after Purchaser's receipt of the Seller Notice to Purchase, then upon the occurrence of any of the foregoing events Seller's option and right to purchase back the Premises shall terminate immediately without any additional action by any party.

2. Purchaser shall be required to develop or construct the Premises as follows:
  - a. Purchaser shall have completed constructing the building foundation within two (2) years of the Closing (as defined in the Purchase Agreement), and
  - b. Purchaser shall have completed placement of the roof upon the constructed building within four (4) years of the Closing.

In the event Purchaser fails to complete either of the above described stages of development or construction within the time limit described above, then Seller has the right to exercise its option to purchase the Premises, subject to the terms of this Agreement.

3. Any notice or other communication required or desired to be given hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes if (a) delivered personally to the party to whom the same is directed, or (b) sent by Federal Express or other national overnight courier, charges prepaid, or (c) sent by registered or certified mail, postage and charges prepaid, addressed to the party to whom the same is directed at the address of such party set forth above. Any notice which is served (i) personally shall be deemed to be given on the date on which the same is actually served, (ii) by Federal Express or other national overnight courier shall be deemed to be given on the date one (1) business day after the same is delivered to Federal Express or other national overnight courier, provided that the same is actually delivered to (whether or not refused by) the recipient in the ordinary course, and (iii) by mail shall be deemed to be given on the date two (2) days after the same is deposited in a regularly maintained receptacle for the deposit of United States mail. Any party may change its address for purposes of this Agreement by giving the other party notice thereof in the manner hereinabove provided for the giving of notices.
4. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.



5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and the transaction contemplated herein, and replaces and supersedes all prior agreements, written or oral, between the parties relating to the subject matter hereof.
6. This Agreement has been executed in, and shall be interpreted in accordance with the laws of, the State of Michigan.

[Signature page immediately follows]

**SELLER:**  
**CITY OF WYANDOTTE,**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: Joseph Peterson  
Title: Mayor

By: \_\_\_\_\_  
Name: Lawrence S. Stec  
Title: City Clerk

STATE OF MICHIGAN     )  
                                  )SS  
COUNTY OF WAYNE     )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, before me, a Notary Public in and for said County, personally appeared Joseph R. Peterson and Lawrence S. Stec, to me personally known, who, being duly sworn, did each for himself and say that they are respectively the Mayor and City Clerk of Wyandotte, a Municipal corporation, the corporation named in and executed this said instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and said Joseph R. Peterson and Lawrence S. Stec acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
Acting in Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_

[Signatures continued on next page]

**PURCHASER:**  
**MJC TEMPLIN LLC,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: Michael A. Chirco  
Title: Manager

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, a Notary Public in and for said County, personally appeared Michael A. Chirco, who, being duly sworn, did say that he is the Manager of the company named in and executed this said instrument, and that said instrument was signed on behalf of said company by authority of its members and acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by and when recorded return to:

William R. Look, Attorney at Law, 2241 Oak Street, Wyandotte, Michigan 48192

## EXHIBIT A TO FIRST OPTION AGREEMENT

### Legal Description of Premises

#### Assembled Parcel:

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

All of Lot 1, the south 32 feet of the west 34 feet of Lot 2 and all of Lots 13 and 14 Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2 Page 36 Wayne County Records.

Also known as Former 163 Ford Avenue, Former 2035 2<sup>nd</sup> Street and Vacant 146 Spruce, Wyandotte, Michigan 48192

#### 155 Ford Parcel:

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

Westerly 34 feet of Lot 2 except the south 32 feet of the west 34 feet therefore, Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2, Page 36 of Wayne County Records.

Also known as 155 Ford Avenue, Wyandotte, MI 48192



**EXHIBIT G**

**Form of Warranty Deed**

**WARRANTY DEED (CORPORATION)**

---

Known all men by these presents that the Grantor(s), City of Wyandotte, a Michigan municipal corporation, by Joseph R. Peterson, Mayor, and Lawrence S. Stec, City Clerk,

whose address is 3200 Biddle, Wyandotte, Michigan 48192,

convey(s) and warrant(s) to Grantee(s), MJC Templin LLC, a Michigan limited liability company,

whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044,

the following described premises (the "Property") situated in the City of Wyandotte, County of Wayne, State of Michigan:

Assembled Parcel:

All of Lot 1, the south 32 feet of the west 34 feet of Lot 2 and all of Lots 13 and 14 Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2 Page 36 Wayne County Records.

Also known as Former 163 Ford Avenue, Former 2035 2<sup>nd</sup> Street and Vacant 146 Spruce, Wyandotte, Michigan 48192

155 Ford Parcel:

Westerly 34 feet of Lot 2 except the south 32 feet of the west 34 feet therefore, Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2, Page 36 of Wayne County Records.

Also known as 155 Ford Avenue, Wyandotte, MI 48192

for the sum of \$250,000 (Two Hundred Fifty Thousand and 00/100) subject to easements and building and use restrictions of record if any.

Exempt under MCL 207.505(h) (i) and MCL 207.526 (h) (i)

[Signature page immediately follows]

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

**CITY OF WYANDOTTE,**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: Joseph Peterson  
Title: Mayor

By: \_\_\_\_\_  
Name: Lawrence S. Stec  
Title: City Clerk

STATE OF MICHIGAN     )  
                                      )     SS  
COUNTY OF WAYNE     )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, a Notary Public in and for said County, personally appeared Joseph R. Peterson and Lawrence S. Stec, to me personally known, who, being duly sworn, did each for himself and say that they are respectively the Mayor and City Clerk of Wyandotte, a Municipal corporation, the corporation named in and executed this said instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and said Joseph R. Peterson and Lawrence S. Stec acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
Acting in Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_

## EXHIBIT H

### Form of Escrow Agreement

\_\_\_\_\_, 201\_

Minnesota Title Agency  
7326 Allen Road  
Allen Park, Michigan 48101

Re: Your Escrow Number: \_\_\_\_\_  
Seller: City of Wyandotte  
Purchaser: MJC Templin LLC

To Whom It May Concern:

Deposited with you herewith is (i) a copy of that certain Purchase and Sale Agreement dated \_\_\_\_\_, 201\_ between Purchaser and Seller (the "Purchase Agreement"), (ii) a copy of an executed Promissory Note dated \_\_\_\_\_, 201\_ from Purchaser to Seller (the "Note"), (iii) a copy of an executed Mortgage dated \_\_\_\_\_, 201\_ from Purchaser to Seller (the "Mortgage"), and (iv) seven (7) fully executed Partial Discharges of Mortgage (the "Partial Discharges") which do not contain legal descriptions, all of which are to be held in escrow by Minnesota Title Agency for delivery under the terms and conditions contained herein.

Please note that under Paragraph 8(e) of the enclosed Purchase Agreement you are authorized and directed to receive and disburse to Seller all payments under the Note. Subject to the terms and conditions set forth below, you shall remit such proceeds to 3200 Biddle Avenue, Wyandotte, Michigan 48192, Attention: Mark Kowalewski.

Upon receipt by you of satisfactory evidence that Purchaser has paid all sums necessary to obtain a release of a portion of the Property (as defined in the Purchase Agreement) from the operation of the Mortgage and receipt by you of the necessary recording fees to record a Partial Discharge, you are authorized and directed to (i) attach the legal description of that portion of the Property to be released (which will be provided by Purchaser) as Exhibit A to one (1) of the Partial Discharges, (ii) date and insert the recording information for the Mortgage on the Partial Discharge, and (iii) record the Partial Discharge with the Wayne County Recorder's Office.

Upon receipt by you of satisfactory evidence that all sums due under the Note have been paid in full by Purchaser to Seller and receipt by you of the necessary recording fees to record a Partial Discharge, you are authorized and directed to (i) attach the legal description of that portion of the Property which has not theretofore been released from the operation of the Mortgage (which will be provided by Purchaser) as Exhibit A to one (1) of the Partial Discharges, (ii) date and insert the recording information for the Mortgage on the Partial Discharge, and (iii) record the Partial Discharge with the Wayne County Recorder's Office.

You shall be liable only to hold the Partial Discharges in accordance with the provisions herein, it being expressly understood that by acceptance of this escrow you are acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses. In the event of any disagreement among Seller and Purchaser, resulting in

adverse claims and demands being made in connection with this Escrow Agreement, you shall be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of any documents or instruments then held by you under this Escrow Agreement, and in so doing, you shall not become liable in any way for such refusal, and you shall be entitled to continue to refrain from acting until: (a) the rights of Seller and Purchaser shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction; or (b) all differences shall have been adjusted by agreement and you shall have been notified in writing of such an agreement signed by Seller and Purchaser. Furthermore, you shall have the right, at any time after a dispute between Seller and Purchaser has arisen, to deliver the Partial Discharges to any court of competent jurisdiction for delivery to the appropriate party, at which point your obligations under this Escrow Agreement shall terminate.

Please endorse the three (3) enclosed copies of this communication acknowledging your receipt of the aforesaid escrow deposit and your acceptance of this escrow and return such copies directly to the undersigned.

**SELLER:**  
**CITY OF WYANDOTTE,**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: Joseph Peterson  
Title: Mayor

By: \_\_\_\_\_  
Name: Lawrence S. Stec  
Title: City Clerk

**PURCHASER:**  
**MJC TEMPLIN LLC,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: Michael A. Chirco  
Title: Manager

The undersigned hereby acknowledges receipt of the aforesaid escrow deposit and agrees to hold the same in escrow for delivery in accordance with the terms and conditions of the foregoing escrow letter.

**MINNESOTA TITLE AGENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT I

### Form of Lien

#### **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 MJC Templin LLC whose address is 46600 Romeo Park Road, Suite 5, Macomb, Michigan 48044, ("Purchaser") and the City of Wyandotte ("Seller") whose address is 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 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 (the "Remaining Term").

This reimbursement to Seller shall be paid in one lump sum as follows:  
 $20 \text{ mills} \times \text{yearly expected taxable value} \times \text{Remaining Term}.$

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

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:

Assembled Parcel:

All of Lot 1, the south 32 feet of the west 34 feet of Lot 2 and all of Lots 13 and 14 Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2 Page 36 Wayne County Records.

Also known as Former 163 Ford Avenue, Former 2035 2nd Street and Vacant 146 Spruce, Wyandotte, Michigan 48192

155 Ford Parcel:

Westerly 34 feet of Lot 2 except the south 32 feet of the west 34 feet therefore, Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2, Page 36 of Wayne County Records.

Also known as 155 Ford Avenue, Wyandotte, MI 48192

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.

[Signature page immediately follows]

**SELLER:**  
**CITY OF WYANDOTTE,**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: Joseph Peterson  
Title: Mayor

By: \_\_\_\_\_  
Name: Lawrence S. Stec  
Title: City Clerk

STATE OF MICHIGAN     )  
                                  )SS  
COUNTY OF WAYNE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, a Notary Public in and for said County, personally appeared Joseph R. Peterson and Lawrence S. Stec, to me personally known, who, being duly sworn, did each for himself and say that they are respectively the Mayor and City Clerk of Wyandotte, a Municipal corporation, the corporation named in and executed this said instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and said Joseph R. Peterson and Lawrence S. Stec acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
Acting in Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_

[Signatures continued on next page]

**PURCHASER:**  
**MJC TEMPLIN LLC,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: Michael A. Chirco  
Title: Manager

STATE OF MICHIGAN     )  
                                      )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, a Notary Public in and for said County, personally appeared Michael A. Chirco, who, being duly sworn, did say that he is the Manager of the company named in and executed this said instrument, and that said instrument was signed on behalf of said company by authority of its members and acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by and when recorded return to:

William R. Look, Attorney at Law, 2241 Oak Street, Wyandotte, Michigan 48192



## REQUEST FOR REQUEST FOR COUNCIL ACTION

MEETING DATE: November 14, 2016

AGENDA ITEM # 12

**ITEM:** Zoning Ordinance Amendment – Article XXIV – General Provisions, Section 2408 – Signs

**PRESENTER:** Stan Pasko, Vice-Chairperson Planning Commission

**INDIVIDUALS IN ATTENDANCE:** Stan Pasko, Vice-Chairperson Planning Commission; Mark Kowalewski, City Engineer

**BACKGROUND:** On September 19, 2016, the City Council referred communications from Chelsea Group LLC, and the City Engineer regarding the Sign Ordinance to the Planning Commission. The City Engineer, City Attorney and City Planner submitted changes to the Sign Ordinance to the Planning Commission which is attached and the changes are shown in red. A public hearing was held on October 20, 2016, to hear comments on the proposed changes. The Planning Commission passed a Resolution agreeing with all recommended changes. See attachment minutes.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the Goals and Objections of the City of Wyandotte Strategic Plan in promoting the finest in design, amenities and associated infra-structure improvements in all new developments and establishing a unique historic, cultural and visual identity for Wyandotte as a destination city within the region.

**ACTION REQUESTED:** Adopt a resolution to receive and place the communication from the Planning Commission and schedule the 1<sup>st</sup> reading of the ordinance.

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

**IMPLEMENTATION PLAN:** Hold the 1<sup>st</sup> and Final reading of the Ordinance and implement the new Ordinance.

**COMMISSION RECOMMENDATION:** Recommendation by the Planning Commission October 20, 2016

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:** [W. Look Review Ordinance](#)

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:** Minutes from Planning Commission meeting of October 20, 2016, proposed Ordinance changes and Ordinance for first reading.

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 14, 2016

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

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the Planning Commission, regarding changes to Article XXIV – General Provisions, Section 2408 - Signs is hereby received;  
AND

BE IT FURTHER RESOLVED that Council schedules the 1<sup>st</sup> reading of the ordinance.

I move the adoption of the foregoing resolution.

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

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

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

**City of Wyandotte**  
**PLANNING COMMISSION**  
***Minutes of the Thursday, October 20, 2016, Meeting***  
**MINUTES AS RECORDED**

The meeting was called to order by Vice Chairperson Lupo at 6:30 p.m.

COMMISSIONERS PRESENT: Adamczyk, Benson, Duran, Lupo, Mayhew, Rutkowski, Sarnacki

COMMISSIONERS EXCUSED: Parker, Pasko

ALSO PRESENT: Ben Tallerico  
Peggy Green, Acting Recording Secretary

**COMMUNICATIONS:**

MOTION BY COMMISSIONER SARNACKI, supported by Commissioner Duran to place all communications on file. MOTION PASSED.

**APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:**

MOTION BY COMMISSIONER BENSON, supported by Commissioner Adamczyk to approve the minutes of the Meeting of September 15, 2016. MOTION PASSED.

MOTION BY COMMISSIONER BENSON, supported by Commissioner Adamczyk to extend the time frame until November 15 for the two new outdoor cafes as outlines in the new ordinance that was adopted. MOTION PASSED.

**OLD BUSINESS:**

None

**NEW BUSINESS:**

**PUBLIC HEARING:** Amendments to the City of Wyandotte Zoning Ordinance Article XXIV General Provisions, Section 2408 Signs for the City of Wyandotte.

- a. Council Resolution
- b. Proposed Changes to the Sign Ordinance
- c. Communication from City Engineer, City Attorney, City Planner

MOTION BY COMMISSION BENSON, supported by Commissioner Adamczyk to place the Council Resolution on file.

YES: Adamczyk, Benson, Duran, Lupo, Mayhew, Rutkowski, Sarnacki

NO: None ABSENT: Parker, Pasko

MOTION PASSED

MOTION BY COMMISSION BENSON, supported by Commission Mayhew that the Planning Commission approves the changes to the Sign Ordinance as presented and hereby refers same to the City Council for their approval.

YES: Adamczyk, Benson, Duran, Lupo, Mayhew, Rutkowski, Sarnacki

NO: None      ABSENT: Parker, Pasko

MOTION PASSED

**PERSONS IN THE AUDIENCE:**

None

**OTHER BUSINESS:**

Monthly Report from Ben Tallerico, Beckett & Raeder. Mr. Tallerico discussed the report that he had submitted to the Board. The marijuana act will take 15 months before it goes into effect, and there are legal questions.

Commissioner Benson expressed concern regarding Senate Bill 1060, allowing improvement to nonconforming properties, and how this would affect accomplishing the master plan.

**BILLS AND ACCOUNT:**

MOTION BY COMMISSIONER Rutkowski, supported by Commissioner Benson to:  
Pay Beckett & Raeder for Planning Consultant fee for October 2016 in the amount of \$700.00

YES: Adamczyk, Benson, Duran, Lupo, Mayhew, Rutkowski, Sarnacki

NO: None      ABSENT: Parker, Pasko      MOTION PASSED

**MOTION TO ADJOURN:**

MOTION BY COMMISSIONER BENSON, supported by Commissioner Duran to adjourn the meeting at 7:30 p.m.



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**PUBLIC HEARING:** Amendments to the City of Wyandotte Zoning Ordinance Article XXIV General Provisions, Section 2408 Signs for the City of Wyandotte.

- a. Council Resolution
- b. Proposed Changes to the Sign Ordinance
- c. Communication from City Engineer, City Attorney, City Planner

Commissioner Lupo opened the hearing and asked if there was anyone present who wish to speak about this hearing.

Mr. Tallerico informed the Board that the sign ordinance changes are from the Court Case Reed vs. Gilbert in Arizona. There was a 9-0 vote on the Supreme Court, and it is highly likely that all sign ordinances will change. The ordinance was reviewed by Legal, City Engineer, and himself, and will be presented to Council any changes should be in front of Legal at the Council Meeting.

Commissioner Mayhew commented that about signs advertising when there is no business there anymore. Mr. Tallerico stated that this could be addressed under the blight ordinance.

Commissioner Benson commented that the design review for historical reasons has been removed.

Commission Benson questioned why is design review being removed.

Mr. Tallerico explained to the Board that there had been discussion with Legal, and the Design Review is not definitive in place to be more compatible, to be arbitrary to be defensible.

Commissioner Benson commented about Page 6, paragraph 3, removing product. Mr. Tallerico explained that you cannot differentiate.

Commissioner Benson commented on Page 7 the terms public or private, and asked if it covered both. Mr. Tallerico explained that if it is not mentioned, means both.

Commissioner Benson commented on Page 11, no more time and temperature. Mr. Tallerico explained that you cannot distinguish.

Commissioner Mayhew commented about being able to park vehicles where you want. Mr. Tallerico explained that the Court is not consistent on that.

Commissioner Benson commented on Page 16, why remove garage and sale signs. Mr. Tallerico explained that you can't regulate. You could call it a portable sign and require a permit, you can't differentiate signs between bake sales, house sale, and garage sale.

Commissioner Benson commented on political and rental signs no requiring a permit. Mr. Tallerico explained that you can not distinguish.

Commissioner Mayhew commented on Page 21, the size of the sign. There was discussion, and it appears that the size can be 32 square feet.

Commission Benson commented on Page 23, #2, "remove", makes it more consistent.

Gilbert Rose, 2894 VanAlstyne, Wyandotte.

Mr. Rose stated that he owns 3 buildings in Wyandotte and for the last 3 years has wanted to put a digital sign on the west side of Chelsea (2944 Biddle), and with this new ordinance, he will be permitted to do that.

Mr. Rose passed out a picture of what he wanted to do. Mr. Rose stated that his building is 30' wide, and discussed the size of the signs on the building and he would be left with 32-1/2 square feet, and he wants to invest \$25,000 in the sign. The sign would be good for business and also display civic messages, but Mr. Rose added that 32-1/2 would be too small to accomplish this and what could he do to rectify this.

Commissioner Mayhew stated that he could remove some of the existing signage.

Mr. Rose explained that if he did this, there would be holes in the brick, and he does not want to replace the awning.

Mr. Tallerico explained to Mr. Rose that he could appeal to the Zoning Board of Appeals and Adjustment that is what the Board is for the unique situations. Mr. Tallerico added that this is an option, or he could ask this Board to add to the ordinance.

There was discussion regarding painting the awning, to remove some signage.

Mr. Rose stated that he will apply for a permit then it will be denied, that he can appeal it.

Mr. Tallerico suggested to Mr. Rose that he wait until Council approves the Ordinance, and there will be two (2) hearings on this.

There being no further discussion, the hearing was closed.

One (1) communication was received from the City Engineer, City Attorney and City Planner.

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## 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**

October 13, 2016

Stan Pasko, Chairperson  
Planning Commission  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, Michigan

RE: Revisions to the Sign Ordinance

Dear Chairperson Pasko:

The City's Sign Ordinance needs to be amended to reflect the decision of the United States Supreme Court decision *Reed v. Town of Gilbert, Arizona*. The attached proposed changes remove content based messages currently in the requirements of Wyandotte's Ordinance to achieve this compliance.

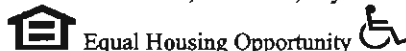
Also, the City Council has recommended that the proposed changes to the Sign Ordinance include language for signs in the Central Business District (CBD) to allow electronic changeable digital message signs on locations that are not visible from Biddle Avenue and include the necessary restrictions to protect the harmony and historical nature of the CBD.

Beginning with the St. Mary's Treaty with the Indians in 1818, Wyandotte began to be settled by non-native Americans. John Clark was one of the first known settlers who occupied the former log house of the Indian Chief, Blue Jacket. A village developed with a distinct downtown. Wyandotte became a City in 1867.

The City's adopted Strategic Plan indicates, "We are committed to historic preservation and legacy initiatives as they are a critical element to the future of the City". The City's zoning ordinance incorporated restrictions and standards that preserve these historical elements.

Recently, the Historical Commission identified sixteen (16) historical locations in the CBD and has placed historical markers on the buildings. Fourteen (14) of the locations are in the CBD on Biddle Avenue between Oak Street and Eureka Avenue. The remaining two (2) locations are on Biddle Avenue at Pine Street within the Planned Development (PD) Zoning District. The Historical Commission provided a walkable map to visitors called "The Museum In The Streets" so the public can enjoy this walk down Biddle Avenue (enclosed).

3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192 734-324-4551 • Fax 734-324-4535 email: [engineering1@wyandotte.org](mailto:engineering1@wyandotte.org)



An Equal Opportunity Employer

The Historical Commission did not identify any locations on streets other than Biddle Avenue. Electronic digital message signs by their nature are very bright to attract attention. These types of signs are NOT historical in nature. In fact, these type of signs are the very opposite of historical. A sign visible from Biddle Avenue on a side street would distract from the historical ambiance of a walk on Biddle Avenue.

Therefore, to include electronic digital message signs in the CBD there needs to be a balance to create a harmony with the historical nature of the CBD and need for new technology. The proposed ordinance changes allow these signs in the CBD but only on limited streets and only on buildings that face west away from Biddle Avenue.

The above is a good compromise and we recommend this ordinance be recommended for approval to the City Council.

Very truly yours,

*Mark A. Kowalewski*

Mark A. Kowalewski  
City Engineer

*William R. Look*

William R. Look  
City Attorney

*Ben Tallerico*

Ben Tallerico  
City Planner

MAK/WRL/BT:kr

Enclosure

## Welcome to Wyandotte on the water!

From the earliest times, the Great Lakes and their connecting rivers were the primary means of transportation for this region. This area was a choice spot for settlement of Native American, French and English settlers.

The Wyandot (Wendat) followed their French allies to this region, and in 1732 established the village of Maquaqua (Monguagon). The area proved ideal for hunting, fishing trapping and farming.

The struggle between the French and British empires in North America entangled the Wyandot in conflict during Pontiac's rebellion in 1763 and again during the War of 1812.

It was that later conflict that brought many more white settlers into the area. In 1835, a veteran of that war, Major John Biddle, built his country estate here.

The village of Wyandotte came into existence in 1854 when Eber Ward chose this site for his Eureka Iron Works. The plant was the first to use the Bessemer process in manufacturing.

The railroads arrived in the 1850's, and a large shipyard opened in 1871 that built and launched iron-hulled freighters and excursion boats, including the Boblo boat *S. S. Columbia*. In the 1890's, the Michigan Alkali established a large chemical plant that continued as Wyandotte Chemicals and is known today as BASF Wyandotte.

Wyandotte incorporated as a city in 1867 and has a long history of maintaining an independent identity. In the 1890's, it established its own power and water utilities.

From 1904 to 1924, the city expanded to the south, north and west.

From the beginning of the village, a thriving business district developed along Biddle Avenue. The 16 stops along this walking tour highlight in words and images some of that history.

Along your tour you will pass many delightful shops filled with unique items. We are pleased you have chosen to spend some time in our friendly and historic downtown district.



### Wyandotte Historical Society's The Museum in the Streets® Committee:

Nan Wesser, Kenneth Navarre,  
Wallace Hayden, George Gouth

*Since 1958, the Wyandotte Historical Society  
has been dedicated to preserving,  
documenting and displaying local history.*

### Come join us!

(734) 324-7299

2624 Biddle Avenue

*The Wyandotte Historical Society would like to  
thank the following for helping with this project:*

The City of Wyandotte, the Bacon Memorial  
District Library, the Wyandotte Museum, the  
Downtown Development Authority  
and the Wyandotte Business Association

Cover: *Steamer Tashmoo*

THE MUSEUM IN THE STREETS® is a trademark owned and protected.  
www.TheMuseumInTheStreets.com • info@themuseuminthestreets.com

## THE MUSEUM IN THE STREETS®



*A heritage walking tour of  
the City of Wyandotte, Michigan*



**Welcome to  
BIDDLE AVENUE**





**1** HOTEL ARLINGTON



**2** R. P. McMURPHY'S



**3** THOMAS DRUG STORE



**4** FIRST FIRE STATION



**5** MELODY BROTHERS BUILDING



**6** THE TRIANGULAR CORNER



**7** NEISNER'S DIME STORE



**8** MILKINS JEWELERS



**9** MARX OPERA HOUSE



**10** BIDDLE NORTH OF EUREKA



**11** SHIPBUILDING



**12** POLICE STATION



**13** THE NINE LIVES OF 3225 BIDDLE AVENUE



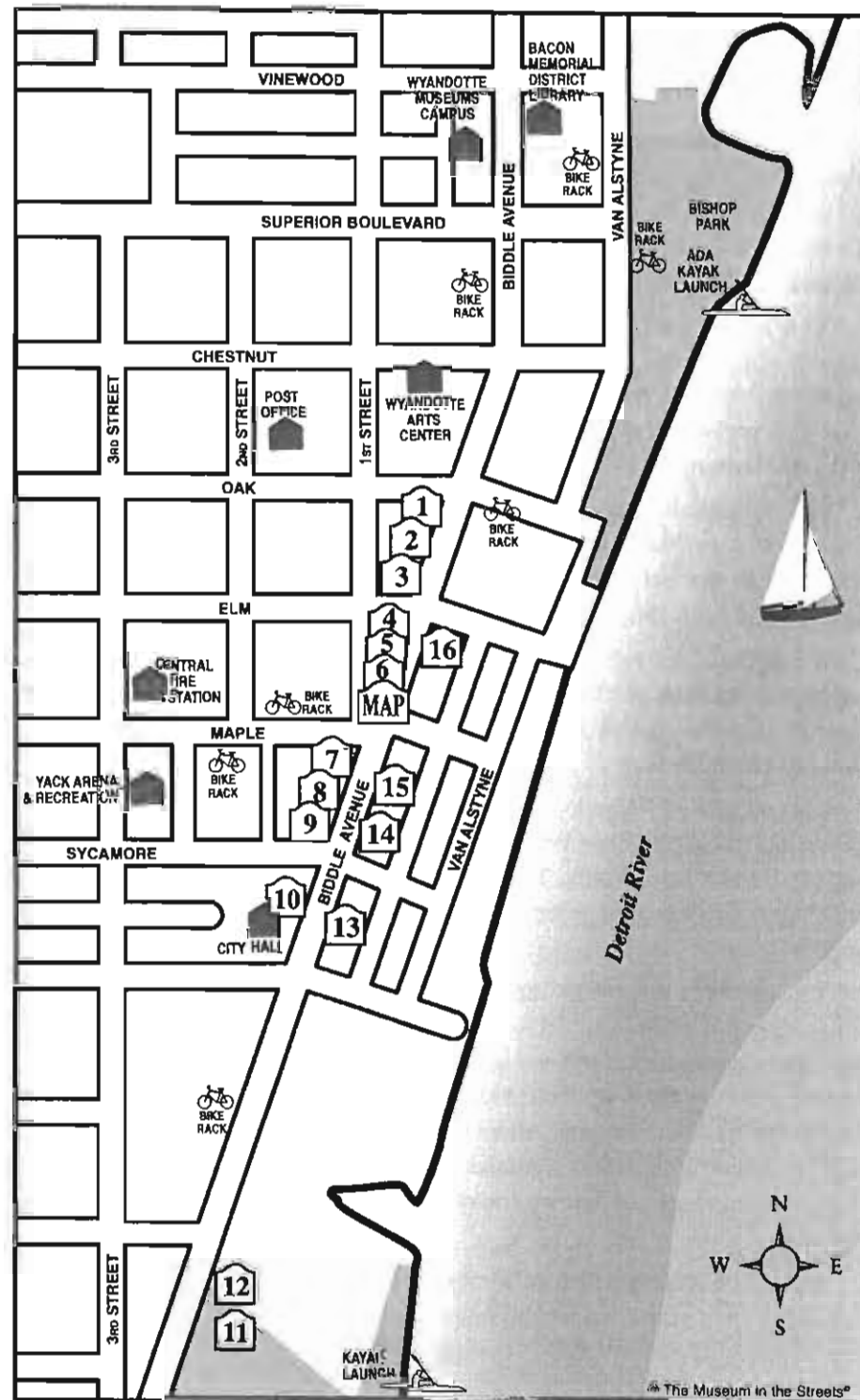
**14** MAJESTIC THEATRE



**15** CARNEGIE LIBRARY



**16** EUREKA IRON WORKS & WYANDOTTE SAVINGS BANK



2408 DEFINITIONS SIGNS |

Any public displayed sign, symbol or notice on a premise to advertise the business or activity there transacted, or name of person or firm conducting said business or activity on premise, or directing to some other locale, shall be regulated as follows:

- A. All plans for the erection of signs shall be submitted to the City of Wyandotte Engineering and Building Department for review and approval and shall be further subject to all codes and ordinances of the City of Wyandotte.
- B. Prior to the erection of a sign in a public right-of-way or overhanging a public right-of-way, the sponsor of such sign shall receive the approval of the proper governmental agency (city, county or state) having jurisdiction over such right-of-way. The City may require a bond to be provided for any sign in or overhanging a public right-of-way.
- C. After the effective date of this ordinance, all new signs within the City of Wyandotte shall conform to the Wyandotte Building Code and Zoning ordinance.
- D. Existing signs in need of repair may be repaired provided the cost of repairs does not exceed fifty (50) percent of the replacement cost for the entire sign (in the judgment of the Building Official). If it does, then the sign must be replaced and must conform to code.
- E. Definitions:
  - 1. Sign: Any device (including but not limited to letters, words, numerals, figures, emblems, pictures, or any part of combination) used for visual communication to attract the attention of the public and visible from the public right-of-way or other properties. The term sign shall not include any flag, badge, or insignia of any governmental unit, nor shall include any item of merchandise normally displayed within a window of a business.
  - 2. Off-premise sign: A sign that advertises activities, goods, products, etc., that are available elsewhere than within the building or on the lot where the sign is located (a billboard, for example Fig. 11)
  - 3. Awning sign: A sign on or attached to a temporary retractable shelter that is supported entirely on the exterior wall of a building. (Fig. 17)
  - 4. Bench sign: A sign painted, ~~placed on~~ or attached to a ~~bench~~ ~~bench~~ ~~advertising activities, goods, products of a business.~~ (Fig. 18)
  - 5. Canopy sign: A sign on or attached to a permanent overhanging shelter that projects from the face of the building and is supported only partially by the building. (Fig. 19)
  - 6. Changeable message sign: A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or surface of the sign. ~~A sign on which the only copy that changes is an electronic~~

## 2408 DEFINITIONS OF SIGNS

or mechanical identification of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this ordinance. When any particular type of sign is also an electronic message sign, the requirements and restrictions for electronic message signs take precedence. In addition, the size of the electronic sign shall be based upon the type of sign being utilized (example: wall, ground and pole).

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7. Construction Signs: A sign which is not of a permanent nature and is utilized during the construction of a new building or major remodeling.

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7-8. Decorative display: A decorative, temporary display designed for the aesthetics or cultural enrichment of the public and having no direct or indirect sales or advertising content. (Fig. 1)

8-9. "A" Frame Temporary sign: A sign other than a ground sign or portable sign which is not attached to a building and is capable of being moved on the same zoning lot and is only allowed to be displayed during hours of operation and is capable of being moved by one person (Fig. 2).

9-10. Ground sign: A permanent display sign mounted directly and permanently in and upon the ground surface and having a height not in excess of six (6) feet. (Fig. 16)

10-11. Marquee sign: A sign on or attached to a permanent overhanging shelter that projects from the face of the building and is supported entirely by the building. (Fig. 5)

11-12. Pole or Pylon sign: A display sign supported by one (1) or more columns, uprights or braces set a minimum forty two (42) inches below ground surface and having a height in excess of eight (8) feet. (Fig. 3)

12-13. Portable sign: A sign and sign structure which is designed to facilitate the movement of the sign from one zoning lot to another. The sign may or may not have wheels, changeable lettering and/or hitches for towing. (Fig. 4)

13-14. Projecting sign: Projecting sign means a sign which is affixed to any building or structure, other than a marquee, and any part of which extends beyond the building wall or structure more than fifteen (15) inches. (Fig. 8)

14. Real Estate sign: A sign which advertises property for sale or lease. (Fig. 7)

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15. Roof sign: A display sign which is erected, constructed and maintained on or above the roof of the building and supported on the building roof. (Fig. 6)

## 2408 DEFINITIONS SIGNS |

16. Sign Frontage: The length in feet of the ground floor level of a building front or side facing a street that is occupied by a business or businesses.

~~17.~~ Temporary sign: A display sign, banner or other advertising device constructed of paper, cloth, canvas, fabric, plastic or other light temporary material, inflated devices with or without a structural frame, ~~but not including decorative displays for holidays or public events.~~ (Fig. 10)

~~17-18.~~ Transitory Sign: A sign which is not of a permanent nature and exists for a short time. [Fig. 7]

~~18-19.~~ Vehicle sign: A sign attached to a vehicle or placed within or upon such vehicle which advertises products for sale other than the identification of the vehicle owner or operator. (Fig. 15)

~~19-20.~~ Wall sign: A display sign which is painted on or attached directly to the building wall. (Fig. 9).

~~20-21.~~ Window sign: A sign on the inside of the glass of a window. (Fig. 14)

~~21-22.~~ Sign Area Measurements: The total sign area shall be the area within a single, continuous perimeter of the sign surface composed of any rectilinear line or geometric figure which encloses the extreme limits of the sign. If the sign is composed of individual letters or symbols using the wall, awning or mansard roof as the background, the total sign area shall be calculated by measuring the area within the perimeter of each symbol or letter and the combined area of the individual figures shall be considered the total sign area. (See attached Fig. 20 "Common Geometric Shapes and Formulas to Determine Sign Area".) Buildings with more than one occupant may prorate the sign area for the total building to each building occupant but not to exceed the total allowable sign area for the building.

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2408 DEFINITIONS OF SIGNS

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Common Geometric Shapes & Formulas  
To Determine Sign Area



CIRCLE

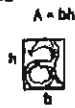
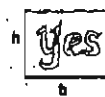
$$A = \pi r^2$$

ELLIPSE

$$A = \pi ab$$

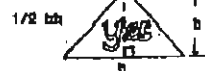


SQUARE & RECTANGLE



$$A = bh$$

TRIANGLE



A = area

r = radius

h = height

$\pi = 3.1416$

b = base

Fig. 20



## 2408 CBD SIGNS

### F. Permitted Signs by Zoning District

~~All signs in the Design Review District shall require design review (Article XXIII).~~

#### 1. CBD Central Business Districts Sign Types Allowed and Standards:

- (a) Wall signs which project no more than fifteen (15) inches from the building face, nor extend higher than whichever of the following is lowest:

- (1) Twenty-five (25) feet above grade.
- (2) The sills of windows located above the first story.
- (3) The lowest point of a gable, hip or shed roof.

- (b) Projecting signs must project at right angles to the building, shall have no more than two (2) faces, and project no more than five (5) feet from the face of the building. Only one projecting sign will be allowed at each entrance to a business establishment and that business must occupy a minimum of eighteen (18) feet of frontage.

The bottom of the sign must be at least ten (10) feet above ground level and its top may not extend higher than whichever of the following is lowest:

- (1) Twenty-five (25) feet above grade.
- (2) The sills of the first level of windows above first story.
- (3) The lowest part of the roof.

No projecting signs shall be attached to roofs, chimneys, smokestacks, elevator towers, penthouses, etc.

The area of each sign may not exceed twenty-four (24) square feet for each sign face, ~~unless the sign includes a public message device (such as a time and temperature sign). In the case of a public message device, an additional ten (10) square feet on each face is allowed.~~

No exposed guy wires or turnbuckles are allowed on a projecting sign.

- (c) Window signs: A permanent sign on the inside of the glass of a window shall not exceed 30% of the window area on the section of the building front occupied by the business the sign advertises. Any permanent sign in ground floor windows must be included in calculating the total area of signage for that building.

## 2408 CBD SIGNS

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(d) Painted on signs shall not be allowed on the sides of buildings. Painted on signs must be applied to the front of the buildings and will be included in the total area of signage for that building. Sides of buildings abutting streets or parking lots shall be treated the same as building fronts.

(e) Awning, Canopy and Marquee. Letters may be painted or otherwise affixed to any permissible awning, canopy, or marquee subject to the following regulations:

(1) Lettering or letters shall not project above, below or beyond the vertical drip of the awning or canopy.

(2) Lettering on a marquee shall not extend beyond the geometric figure which encloses the sign message.

~~(3) The sign message may include lettering to indicate only the street number, the name and kind of business, services or facility conducted on the premises not including product or brand names, the year the business was established, a slogan, the hours of operation time, temperature, and lettering that is part of a trademark.~~

~~(4)~~(3) No awning, canopy or marquee sign shall extend below a minimum height of seven feet six inches (7'- 6").

~~(5)~~(4) The area of such sign shall be limited as part of the total sign area for all signs permitted.

~~(6)~~(5) Backlighting of an awning or marquee shall be prohibited.

(f) Temporary window signs are allowed only on the inside of the window ~~and only if they advertise special sales or events lasting for~~ no more than fifteen (15) days. They shall occupy no more than thirty (30) percent of the area of the window in which they appear.

(g) "A" frame temporary sign provided they do not exceed six (6) square feet of sign area per sign face and shall be located so as to not obstruct pedestrian traffic. One (1) sign shall be allowed per business. A Hold Harmless Agreement must be obtained through the Engineering and Building Department by the property owner ~~and operator of the business being advertised, tenant and any occupant.~~ Such sign shall be securely anchored to prevent movement by wind forces.

(h) Attention getting devices including searchlights, balloons, banners (provided payment of the required fee for the banner is made, and the banner may not be placed on outdoor café enclosures) and similar devices or

## 2408 CBD SIGNS

ornamentation designed for purposes of attracting attention, promotions or advertising, are allowable. A banner or multiple banners, shall be allowed on each street, parking lot or alley side of the building, and shall not exceed twenty-four (24) square feet in area per banner or twenty-four (24) square feet total for all banners on each side of building, except only one (1) banner shall be allowed on the front of the building and shall not exceed twenty-four (24) square feet in area. All banners and signs cannot exceed ten (10) per cent of the wall area. A maximum two (2) banners on any wall, except the front wall, and no more than five (5) banners shall be allowed at one (1) time. Attention-getting devices except banners as described above shall be allowed for up to three (3) separate thirty-day periods in a calendar year.

Feather banners are not permitted.

(i) Changeable Message Signs

(1) Changeable message signs are permitted on buildings that are located on the following Streets:

- East side of First Street between Elm Street and alley north of Oak Street
- East side of Second Street between Sycamore Street and alley north of Oak Street
- Third Street between Eureka Avenue and alley north of Elm Street

(2) Changeable message signs shall only be permitted as a wall sign that is facing First Street, Second Street or Third Street in the locations set forth above.

(3) An electronic changeable message sign shall be limited to the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least fifteen (15) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than sixty (60) percent of the total permitted display area of the sign.

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(ii) Standards For All CBD Signs:

(1) For all new construction or remodeling of buildings, the name of the owner and date of construction or the historic name and date of construction shall be indicated on the building above the highest building window or on the cornerstone of the building.

(2) Sign message: A sign may include lettering to indicate only the street number, the name and kind of business, services or facility conducted on the premises, the year the business was established, a slogan, the hours of operation, time, temperature, and lettering that is part of a trademark.

## 2408 CBD SIGNS

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~~(3) Trademarks: The registered trademark of a specific product may occupy no more than twenty-five (25) percent of the area of a sign face unless the sale of the specific product is the major business conducted on the premises.~~

~~(4)~~(2) Lighting: Signs shall be lighted only with a continuous light. Flashing lights are prohibited.

~~(5)~~(3) Motion: All signs must be stationary.

~~(6)~~(4) Supports: No supports for a sign may extend above the cornice line of the building to which it is attached.

~~(7)~~(5) Maximum allowable sign area square footage

<u>Multiply building frontage</u>	<u>By</u>	<u>Centerline of Street:</u>
Building frontage.....	x 2.....	0-99 feet
Building frontage.....	x 4.....	100-399 feet
Building frontage.....	x 5.....	400 or more feet

\*If a use has less than twenty-five (25) feet of building frontage and the building front is 99 feet or less from the centerline of the street it faces, it is allowed a maximum of fifty (50) square feet of permanent sign area.

The distance of a sign on or under a canopy, marquee or awning from the centerline of the abutting street should be computed as if the sign were on the building face to which the canopy is attached.

~~(8) Exemption from area requirements: Temporary signs, directional signs, and permanent signs in windows above the first floor. Permanent signs in windows above the first floor shall meet the sign requirements of this ordinance under paragraph F.1(c).~~

~~(9)~~(6) Abandoned sign: Sign support structures abandoned and no longer supporting a sign shall be removed by the building owner within thirty (30) days after receiving notice to do so from the City. Should the owner fail to comply, the City shall proceed with Article XXXII of this ordinance.

2408 – O-S, B-1, B-2, PD, I-1, I-3, P-1.  
RA, RU, RT, SIGNS

~~(10)~~(7) Sign abatement: Notwithstanding other provisions of this ordinance, the City shall require the abatement of the following signs or sign devices within five (5) days from the date of notification.

~~i. Signs, flags or pennants that identify or advertise a person, product or business, no longer located at the premises at which the sign is located.~~

~~ii. Temporary, Transitory and Portable signs or portable signs, between and between and between and~~

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2408 CBD, O-S, B-1, B-2 SIGNS

2. O-5, B-1, B-2 Districts Sign Types Allowed: Wall, awning, canopy, freestanding, ground, marquee, projecting, pole, window, vehicle and temporary (except on outdoor café enclosures) as defined in this ordinance and subject to the following conditions and subject to design review when located in the Design Review District (see Section 2300):

(a) Ground Sign

- (1) One (1) ground sign shall be permitted having a sign area of not more than forty (40) square feet for each sign face. On corner lots, two (2) such signs are permissible where business fronts both streets. Such sign shall not exceed six (6) feet in height.
- (2) Not more than one (1) ground sign may be erected accessory to any one (1) development regardless of the number of buildings, separate parties, tenants or uses contained therein. On corner lots, two (2) such signs are permissible where business fronts both streets.
- (3) No ground sign shall be located nearer than five (5) feet to any existing or proposed right-of-way line.

~~(4) Ground signs shall be utilized only for identification of the uses allowed in the zoning district and shall not be utilized to advertise products for sale.~~

~~(5)~~(4) Ground signs may be illuminated with a continuous light only.

(b) Pole

- (1) To be allowed only when a ground sign cannot be erected due to building location or other site constraints and upon approval of the Planning Commission.



## 2408 CBD, O-S, B-1,B-2 SIGNS

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(2) One (1) pole sign may be erected accessory to any one development regardless of the number of buildings, separate parties, tenants or uses contained therein.

(3) It shall be unlawful to erect any pole sign to a height greater than thirty (30) feet above the level of the street upon which the sign faces. The distance from the ground to the bottom shall be not less than eight (8) feet and shall be so erected as to not obstruct traffic vision. The area of such sign shall not exceed one hundred twenty (120) square feet for each sign face.

(4) Signs may be illuminated with a continuous light only.

~~(5) Time and temperature signs shall be permitted.~~

~~(6)~~(5) All letters, figures, characters, items or representations in cutout or irregular form, maintained in conjunction with, attached to, or superimposed upon any sign shall be safely and securely built or attached to the sign structure.

~~(7)~~(6) Loose or missing letters, figures, characters or items shall constitute a maintenance violation.

~~(8)~~(7) All pole signs shall be securely built, constructed and erected upon posts and standards at least forty-two (42) inches below the material surface of the ground and shall be embedded in concrete. Wood or wood products shall be of wolmanized or equal treatment.

### (c) Projecting

(1) One (1) projecting sign may be erected at each entrance to a business or office establishment.

(2) Projecting signs must project at right angles to the building and have no more than two (2) faces, and project no more than five (5) feet from the face of the building.

(3) The bottom of the sign projecting must be at least ten (10) feet above ground level and its top may not extend higher than whichever of the following is lowest:

- i. Twenty-five (25) feet above grade.
- ii. The sills of the first level of windows above first story.
- iii. The lowest part of the roof.

## 2408 CBD, O-S, B-1,B-2 SIGNS

- (4) No projecting signs shall be attached to roofs, chimneys, smokestacks, elevator towers, penthouses, etc.
- (5) The area of each projecting sign may not exceed twenty-four (24) square feet for each sign face, ~~unless the sign includes a public message device (such as a time and temperature sign). In the case of a public message device, an additional ten (10) square feet on each face is allowed.~~
- (6) No exposed guy wires or turnbuckles are allowed on a projecting sign.

### (d) Wall

- (1) Wall signs may be provided on all street sides, parking lots sides or alley sides of a building. The total sign area of wall signs on any one wall shall not exceed ten percent (10%) of the wall surface of such wall. Where a single principal building is devoted to two (2) or more business, offices or commercial uses, the operator of each such use may install a front wall sign. The maximum area of each such sign shall be determined by determining the proportionate share of the allowed signage for the principal building occupied by each such use and applying such proportion of the total sign area permitted for each tenant or the percent agreed to by the occupants, the total not to exceed the above area limitations for the district in which such building is located. It is the applicant's responsibility to provide the required information when applying for a sign permit. In those instances where a change of tenancy occurs which presents a hardship in providing signage based on this requirement, the Zoning Board of Appeals may vary these provisions.
- (2) Signs may be illuminated with a continuous light only. Illuminated signs shall not be permitted on the alley side of a building.

~~(3) Time and temperature signs shall be permitted.~~

~~(4)(3)~~ Materials Required: All wall signs of a greater area than fifty (50) square feet shall have a surface or facing of noncombustible material.

~~(5)(4)~~ Limitation on Placement. No wall sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.

~~(6)(5)~~ Projection and Height. No wall sign shall have a greater thickness than twelve (12) inches measured from the wall to which it is attached to the outermost surface. Wall signs may project over the

## 2408 CBD, O-S, B-1,B-2 SIGNS

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public right-of-way not to exceed twelve (12) inches provided a clearance of not less than seven feet six inches (7'- 6") is maintained

below such sign if such sign projects more than four (4) inches. Such sign shall not project above the roofline.

~~(7)(6)~~ Supports and attachments: All wall signs shall be safely and securely attached to structural members of the building by means of metal anchors, bolts or expansion screws.

In no case shall any wall sign be secured with wire, strips of wood or nails. The method of attachment shall be stated on the permit application.

(e) Awning, Canopy and Marquee. Letters may be painted or otherwise affixed to any permissible awning, canopy, or marquee subject to the following regulations:

- (1) Lettering or letters shall not project above, below or beyond the physical dimensions of the awning or canopy.
- (2) Lettering on a marquee shall not extend beyond the geometric figure which encloses the sign message.
- (3) No awning, canopy or marquee sign shall extend below a minimum height of seven feet six inches (7'- 6").
- (4) The area of such sign shall be limited as part of the total sign area for all signs as provided in (d)(1) above.

(f) Window. Window signs shall not exceed 30% of the glass area of the window area on the section of building front occupied by the business at that location.

~~(g) Vehicle signs~~

~~(1) Vehicle signs shall not be displayed nearer than twenty-five (25) feet to any property line.~~

~~(h)(1)~~ Temporary, Transitory or Construction or Real Estate Signs

- (1) ~~For sale or rental of individual units, there~~ There shall be no more than one (1) such sign, except that on a corner lot two (2) signs with one (1) facing each street, shall be permitted. No such sign shall exceed six (6)

## 2408 CBD, O-S, B-1,B-2 SIGNS

square feet in area for each sign face of such sign. All such signs shall be removed upon occupancy.

- (2) ~~Construction Signs for Signs advertising~~ buildings under construction may be erected for the period of construction and shall not exceed a face area of sixty-four (64) square feet for each sign face of such sign. Such signs shall be erected on the building or lot where such construction is being carried on ~~and shall advertise only the architect, engineer, contractor, subcontractor, building or materials and equipment used, and proposed use.~~
- (3) Temporary window signs are allowed only on the inside of the window ~~and only if they advertise special sales or events~~ lasting no more than fifteen (15) days. They shall occupy no more than thirty (30) percent of the area of the window in which they appear.
- (4) No temporary sign shall be strung on a building exterior or on a sign structure or across any public right-of-way nor shall any temporary sign project beyond the property line except as authorized by the City Council.
- (5) Temporary signs found by the Building Official to be in torn or damaged condition must be removed by the owner within three (3) days after receipt of notice to do so from the Building Official. Temporary signs found to be unsafe shall be removed immediately upon receipt of notice by the City.
- (6) "A" frame temporary sign provided they do not exceed six (6) square feet of sign area per sign face and shall be located so as to not obstruct pedestrian traffic. One (1) sign shall be allowed per business. A Hold Harmless Agreement must be obtained through the Engineering Department by the property owner and operator of the business being advertised. Such sign shall be securely anchored to prevent movement by wind forces.

### ~~(h)(1)~~ Billboards

- (1) Billboards not exceeding 200 sq. ft. per sign face are permitted only in B-2 districts on Fort Street and shall be located no nearer than three thousand (3,000) ft. between such billboards with a maximum height of thirty (30) feet. Billboards shall not be animated and lighting shall be continuous.

### ~~(h)(1)~~ Attention Getting Devices

## 2408 CBD, O-S, B-1, B-2, PD SIGNS

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- (1) Attention getting devices including searchlights, balloons, banners (provided payment of the required fee for the banner is made, and the banner may not be placed on outdoor café enclosures) and similar devices or ornamentation designed for purposes of attracting attention,

promotions or advertising, are allowable. A banner or multiple banners, shall be allowed on each street, parking lot or alley side of the building, and shall not exceed twenty-four (24) square feet in area per banner or twenty-four (24) square feet total for all banners on each side of building, except only one (1) banner shall be allowed on the front of the building and shall not exceed twenty four (24) square feet in area. All banners and signs cannot exceed ten (10) per cent of the wall area. A maximum two (2) banners on any wall, except the front wall, and no more than five (5) banners shall be allowed at one (1) time. Attention-getting devices except banners as described above shall be allowed for up to three (3) separate thirty-day periods in a calendar year.

Feather banners are not permitted.

### ~~(4-3)~~ Changeable Message Signs

- (1) Changeable message signs are permitted only in B-1 and B-2 Zoning Districts.
- (2) Changeable message signs shall only be permitted as ground, wall or pole signs.
- (3) An electronic changeable message sign shall be limited ~~limited to announcing only prevailing eastern standard time and the local temperature in Fahrenheit or Celsius, or limited to the electronic display~~ of a non-flashing or nonmoving message that shall remain unchanged for at least fifteen (15) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than ~~at~~ sixty (60) percent of the total permitted display area of the sign.

## 2408 PD SIGNS

### 3. PD District Sign Types Allowed.

- (a) Sign types and uses allowed for the uses designated for the area as portrayed in the Master Plan for Future Land Use shall be allowed provided



## 2408 I-1, I-2, I-3, IRO SIGNS

the Planning Commission may make a determination as to sign size and type most suitable to the promotion of the objectives of the PD District. Signs located in the Design Review District (Section 2300) shall require design review.

4. I-1, I-2, I-3, IRO Districts Sign Type Allowed.

- (a) All sign types allowed and as controlled for O-S, B-I and B-2 Districts ~~except billboards and subject to design review when located in the Design Review District (see Section 2300).~~

5. P-1 Parking Districts Sign Types Allowed.

- (a) Pole and wall signs are permitted in parking districts subject to the following conditions ~~and subject to design review when located in the Design Review District (see Section 2300).~~:

- (1) One (1) entrance and one (1) exit sign for each access way to the parking lot shall be allowed and one (1) conditions of use sign for each parking lot shall be allowed.
- (2) Signs shall not exceed nine (9) square feet in area for each sign face of such sign nor an overall height above ground of nine (9) feet.
- (3) Signs as required by the Building Code.

6. RA-RU-RT Districts Sign Types Allowed.

- (a) Wall, ~~Transitory, Temporary and Construction Signs~~ ~~real-estate and temporary signs~~, as defined in this ordinance, provided such signs shall not be illuminated unless otherwise provided for in this ordinance and subject to the following conditions by sign type ~~and subject to design review when located in the Design Review District (see Section 2300).~~:

(1) Wall Signs

- (i) Dwelling Nameplate. For each dwelling unit, one (1) nameplate not exceeding one (1) square foot in area ~~indicating name and/or house number of occupant.~~

- ~~(2) Real Estate Signs. One (1) real estate sign not exceeding ten (10) square feet in area for each sign face of such sign. Real estate signs shall not be placed on public property between the sidewalk and street curb.~~

2408 RA, RU, RT, RM-1, RM-1A, RM-2  
RM-3 SIGNS

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~~{2}~~(2) Temporary Signs ~~or Transitory Signs~~

~~(i) Garage Sale Signs. One (1) garage sale sign, not exceeding eight (8) square feet in area for each sign face of such sign, may be used to advertise a garage sale. Such sign shall be located on the premises of the garage sale and shall be promptly removed upon completion of the garage sale.~~

~~(ii) Banners and Pennants. During periods of "Open House" for new homes, banners and pennants may be allowed for periods not to exceed thirty (30) days and must be securely fastened and any torn or damaged units must be repaired or removed.~~

~~(i) Not exceeding ten (10) square feet in area for each sign face of such sign. Signs shall not be placed on public property between the sidewalk and street curb.~~

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~~(iii)(ii) Construction Signs. For building or remodeling of nonresidential buildings, such as, but not limited to, churches and schools, not more than one (1) sign shall be allowed not to exceed thirty-two (32) square feet in total surface area for each sign face of such sign and shall be located on the premises being utilized for such construction. For residential buildings not more than one (1) sign shall be permitted not exceeding ten (10) square feet per sign face. Such sign shall be removed within fifteen (15) days of completion of the project.~~

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7. RM-1, RM-1A, RM-2, RM-3 Districts Sign Types Allowed.

(a) Wall, real estate, ground, and temporary signs as defined in this ordinance and subject to the following conditions by sign type and subject to design review when located in the Design Review District (see Section 2300):

(1) Wall Sign

(i) Dwelling Nameplate. For each dwelling unit, one (1) nameplate not exceeding one (1) square foot ~~in area indicating name of occupant.~~

(2) ~~Temporary Sign or Transitory Sign~~ Real Estate Signs. ~~One (1) real estate~~ One (1) Sign not exceeding ten (10) square feet in area for each sign face of such sign. ~~Real estate signs~~ Signs shall not be placed on public property between the sidewalk and street curb.

2408 RM-1, RM-1A, RM-2, RM-3,  
CHURCHES, SCHOOLS,  
NONPROFIT INSTITUTIONS SIGNS

- (i) Signs ~~for new Advertising Multiple Family Developments~~. It shall be permissible to erect one (1) sign not to exceed a total surface area of thirty-two (32) square feet for each sign face of such sign ~~to advertise buildings for sale or lease.~~

(3) Ground Signs

- (i) Multiple-family Residential Units. Any person owning or operating any multiple-family residential dwelling, with six (6) or more units may erect one (1) sign ~~bearing the name of the residential dwelling~~, such sign not to exceed thirty-two (32) square feet for each sign face of such sign and not to exceed an overall height of six (6) feet above the ground level and may be lighted during the hours of darkness ~~and which shall contain no advertising or information other than the name of the residential unit and status of occupancy.~~

(4) Temporary Signs

- (i) Banners and Pennants. ~~During periods of "Open House" for homes,~~ Banners and pennants may be allowed for periods not to exceed thirty (30) days and must be securely fastened and any torn or damaged units must be repaired or removed.
- (ii) Construction Signs. For building or remodeling of residential and nonresidential buildings, such as, but not limited to, churches and schools, not more than one (1) sign shall be allowed not to exceed thirty-two (32) square feet in total surface area for each sign face of such sign and shall be located on the premises being utilized for such construction. For residential buildings not more than one (1) sign shall be permitted not exceeding ten (10) square feet per sign face. Such sign shall be removed within fifteen (15) days of completion of the project.

8. Permitted Signs Accessory to Churches, Schools, ~~or~~ Nonprofit Institutions or Historical Markers on buildings in the CBD Sign Type Allowed (All Districts).

- (a) Churches, colleges, schools, buildings housing governmental functions and utilities of the City, County or State or any subdivision or historical markers on buildings in CBD thereof, are permitted to erect a sign. Such signs, when of a permanent nature, shall meet all the requirements of this ordinance and other ordinances of the City, except as provided hereafter and may include ground, portable, ~~real estate transitory~~ and temporary signs as defined in this ordinance and subject to the following conditions ~~and subject to design review when located in the Design Review District (see Section 2300).~~

## 2408 CHURCHES, SCHOOLS, NON-PROFIT INSTITUTIONS SIGNS

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### (1) Wall Signs

- (i) Wall signs may be provided on all street sides, parking lot sides or alley sides of a building. The total sign area of wall signs on any one wall shall not exceed five percent (5%) of the wall surface of such wall.

### (2) Ground Signs

- (i) There shall be no more than one (1) sign.
- (ii) Such signs shall be set back from the lot line at least one-third (1/3) of the distance from the lot line to the nearest building, but need not be set back more than ten (10) feet from the property line.
- (iii) No sign shall exceed thirty (30) square feet in area, for each sign face of such sign, unless the sign is located more than fifty (50) feet behind the property line, then said sign may be increased by five (5) additional square feet for each additional ten (10) feet of setback, but in no event shall such sign exceed fifty (50) square feet in area for each sign face of such sign.

- (iv) Illumination of signs shall be permitted.

- ~~(iv)~~(v) An electronic changeable message sign shall be limited to the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least fifteen (15) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than sixty (60) percent of the total permitted display area of the sign.

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### (3) Portable Signs

- (i) There shall be no more than one (1) portable sign not exceeding thirty-two (32) square feet in area for each sign face of such sign. Such portable sign shall be permitted as a temporary sign for periods not to exceed seven (7) days in a thirty (30) consecutive day period on any one (1) zoning lot and not to exceed twenty-eight (28) days in any one (1) year. In no instance shall such sign obstruct parking spaces or automobile or pedestrian travel lanes or occupy a parking space unless sufficient additional parking space is available on the site. Such

[- 2408 CHURCHES, SCHOOLS, NON-  
PROFIT INSTITUTIONS SIGNS

signs shall not be located so as to obstruct traffic vision and lighting shall be of a type so as not to be confused with traffic controls and not to cause distraction to vehicle drivers. Connections to an energy source for lighting shall be in accord with all codes of the City and shall not be exposed in any way that may constitute a safety hazard to the public.

~~(H) During periods of special events temporary signs advertising such events may be allowed for periods not to exceed two (2) weeks.~~

(4) ~~Temporary Sign or Transitory Sign~~ including Real Estate Signs. One (1) ~~real-estate sign~~ sign not exceeding ten (10) square feet in area for each sign face of such sign. ~~Real-estate signs~~ Signs shall not be placed on public property between the sidewalk and street curb.

Comment [MK1]:

~~(5) Temporary Signs. The same requirements as multiple-family districts, (see section 2308.F.7))~~

G. Prohibited Signs. The following signs are prohibited within the City:

1. No sign or banner shall be placed upon or across any public right-of-way except by permission of the City Council.
2. It shall be unlawful for any person to display upon any sign or other advertising structure any obscene, indecent or immoral matter.
3. Signs which incorporate in any manner flashing lights.
4. String lights used in connection with business premises for commercial purposes, other than seasonal decorations.
5. Any sign unlawfully installed erected or maintained.

~~6. Any sign which directs attention to a business, entertainment, service or commodity unless such business, entertainment, service or commodity shall be offered, conducted or sold on the premises on which the sign is located, except signs specifically allowed in specified districts.~~

~~7.6 Business signs~~ Signs on trees or utility poles, whether public or private.

~~8.7 Signs on benches.~~ (Fig. 18).

~~9. Electronic message sign in windows or on the exterior of buildings.~~

~~10.8 Roof top signs.~~

~~11. Decorative murals or wall paintings.~~



## 2408 PERMITS SIGNS

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- H. Sign Permits Required. It shall be unlawful for any person to erect, repair, paint, alter or relocate any sign within the City as defined in this ordinance without first obtaining a permit from the Wyandotte Building Department with the exception of the following:

1. Signs for which a Permit is not Required

(a) Wall signs, ~~which are used as nameplates,~~ not exceeding four (4) square feet in area, ~~occupational signs denoting only the name and profession of the occupants in a commercial, public or other institutional building and not exceeding four (4) square feet in area.~~

(b) Bulletin boards ~~for governmental, educational and religious institutions~~ when the same are located on the premises of said institutions; provided, however, if said signs are electrically illuminated, an electrical permit must be obtained.

~~(c) Memorial signs or tablets, names of buildings, and date of erection when part of the building wall surface.~~

~~(d)~~ (c) Traffic or other municipal signs, legal notices, danger and such temporary emergency ~~or non-advertising~~ signs as may be approved by the city.

~~(d) Sign advertising the rental, sale, lease or open house of the property upon which it is located.~~

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~~(e)~~ (d) Temporary Signs and Transitory Signs 10 square feet or less.

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~~(f)~~ (e) Flags of recognized Federal, State, County or City governments.

~~(g)~~ (f) Temporary window signs.

~~(h)~~ (g) Signs of civic and non-profit organization displayed for not more than 90 days within any 12-month period and not to exceed 32 square feet per sign face.

~~(i)~~ (h) Emblems, badges, and insignias ~~used to identify governmental, educational, charitable, philanthropic, civic, professional, fraternal, or religious organizations.~~

~~(j)~~ (i) Holiday decorations ~~excluding commercial advertising and not not exceeding 32 square feet.~~

~~(k) Political campaign signs in connection with governmental elections or referendums provided such signs shall not exceed thirty two (32) square~~

## 2408 PERMITS SIGNS

~~feet per sign face and shall be removed within ten (10) days following such election or referendum.~~

~~(h)(i)~~ Non-illuminated signs pertaining to the construction or repair of buildings or property on which they are located. Such signs shall be removed upon the issuance of a Certificate of Occupancy.

~~(m)(k)~~ Off premise directional signs. Such signs shall be confined to one signpost per corner and shall not exceed a sign area of four (4) square feet per sign face.

2. Application for Sign Permit. Applications for permits shall be made upon forms provided by the Building Department and shall contain or have attached thereto the following information:

~~(a) Name, address and telephone number of the applicant.~~

(a) Name, address and telephone number of the applicant.

(b) Location of building, structure or lot to which or upon which the sign or other advertising structure is to be attached or erected.

(c) Position and location of the sign or other advertising structure in relation to nearby buildings or structures.

(d) Two (2) blueprints or drawings of the plans and specifications and methods of construction and attachment to the building or in the ground.

(e) Name of person, firm, corporation or association erecting structure.

(f) Written consent of the owner where the sign is to be erected on vacant land.

2408 PERMITS,  
NONCONFORMING,  
ENFORCEMENT, MAINTENANCE  
SIGNS

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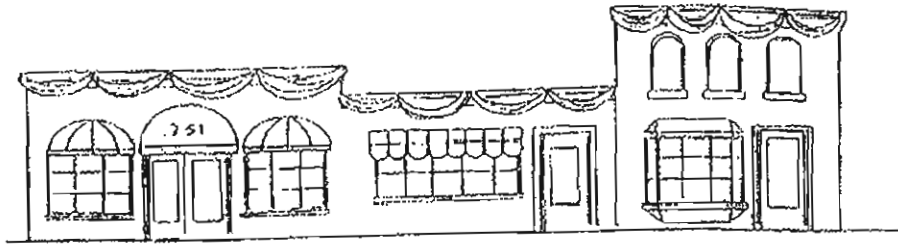
- (g) In all cases where wiring is to be used in connection with the sign an electrical permit shall be obtained in compliance with the City Electrical Code. The Electrical Inspector shall approve and affix his signature to said permit if it is deemed necessary by the Electrical Inspector.
  - (h) Such other information as the City shall require to show full compliance with this and all other ordinances of the City.
- 3. Sign Permit Fee. It shall be unlawful for any person to erect or alter any sign, except those signs specifically exempted herein, unless a permit shall first have been obtained from the Building Department for such erection or alteration, and a permit fee paid to the City according to the schedule as may be established from time to time by resolution of the City Council.
- 4. Sign Permit Revocable At Any Time. All rights and privileges accrued under the provisions of this ordinance or any amendment thereto are mere licenses and may be voided upon the violation of any of the conditions contained herein. If the work authorized under a sign or electrical permit has not been completed within six (6) months after date of issuance, said permit shall become null and void and a new permit shall be necessary to continue the project. Partially completed signs, if abandoned, shall be removed immediately by the erector upon notice from the City.
- I. Nonconforming Signs. All existing signs that do not conform to the provisions of this ordinance shall be permitted to continue as nonconforming signs until such time as they are removed or until there is a change in occupancy, at which time they shall conform to the provisions of this ordinance. The provision of this paragraph shall not apply to maintenance and repainting.
- J. Enforcement. This ordinance shall be enforced by the Building Official or an employee designated by the City Council.
- K. Sign Maintenance.
  - 1. Maintenance. All signs for which a permit is required, together with all their supports, braces, guys and anchors, shall be maintained in good working order, and when not galvanized or constructed of approved corrosion-resistant, noncombustible materials, shall be painted when necessary to prevent corrosion. The exteriors of all signs, supporting members, painted surfaces, advertising materials and lettering shall be kept painted and in good repair, so as to present a neat and orderly appearance. All bulbs or component parts of the sign, including the electrical switches, boxes and wiring used in the illumination of the sign must be well maintained.
  - 2. Housekeeping. It shall be the duty and responsibility of the owner or lessee of every sign to maintain the immediate premises occupied by the sign in a clean, sanitary and healthful condition.

## 2408 UNSAFE, DAMAGED, UNLAWFUL SIGNS

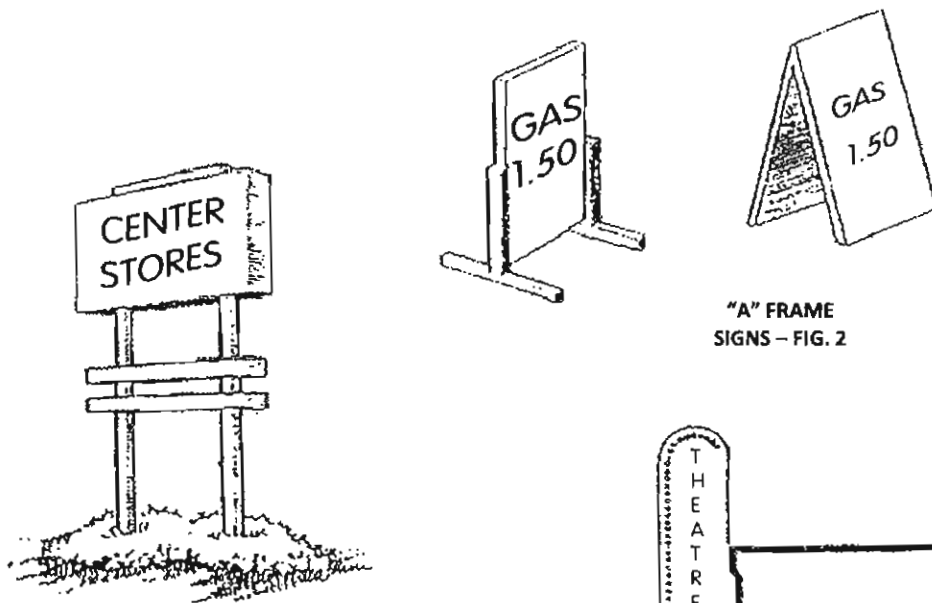
### L. Unsafe Damaged and Unlawful Signs.

1. Signs shall be subject to inspections and when the condition of the sign is questionable, the owner or occupant shall obtain a Professional Engineer's report, certifying the sign condition. Failure to submit the report and make any specified correction will result in an order for the sign to be removed.
- ~~2. Signs that identify or advertise a person, product or business no longer located at the premises at which the sign is located shall be removed within thirty (30) days of the date of notification from the City. Should the owner fail to comply, the City, at the owner's expense, may order the work done on the owner's behalf and the cost of such which will be assessed against the property.~~
- ~~3-2.~~ Sign support structures abandoned and no longer supporting a sign shall be removed by the building owner within thirty (30) days after receiving notice to do so from the City. Should the owner fail to comply, the City, at the owner's expense, may order the work done on the owner's behalf and the cost will be assessed against the property.

2408 EXAMPLES OF SIGNS



DECORATIVE DISPLAY - FIG. 1

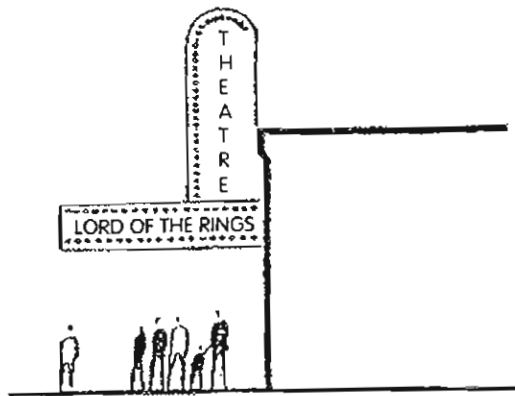


"A" FRAME  
SIGNS - FIG. 2

POLE SIGN - FIG. 3



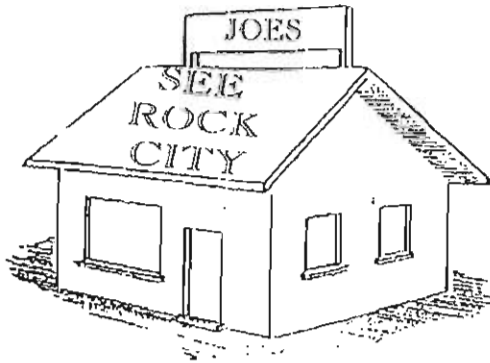
PORTABLE SIGN - FIG. 4



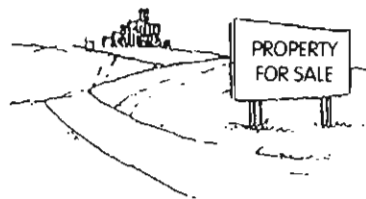
MARQUEE  
SIGN - FIG. 5



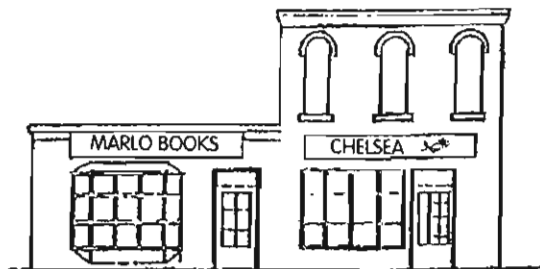
2408 EXAMPLES OF SIGNS



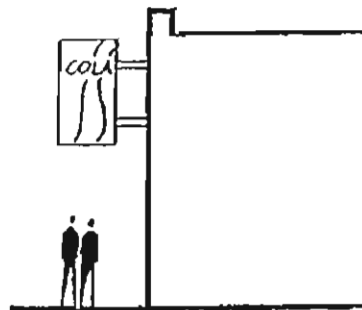
ROOF SIGNS - FIG. 6



REAL-ESTATE  
TRANSITORY  
SIGN - FIG. 7



WALL SIGNS - FIG. 9

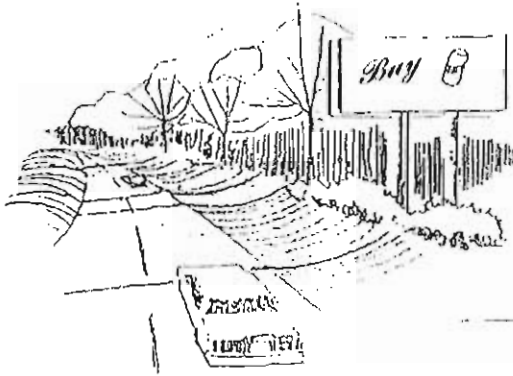


PROJECTING SIGN - FIG. 8

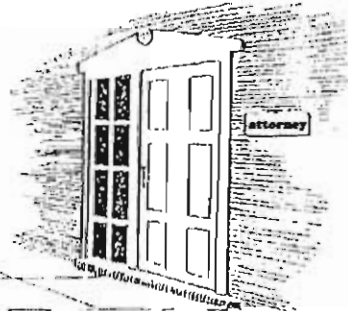


TEMPORARY SIGNS - FIG. 10

2408 EXAMPLES OF SIGNS



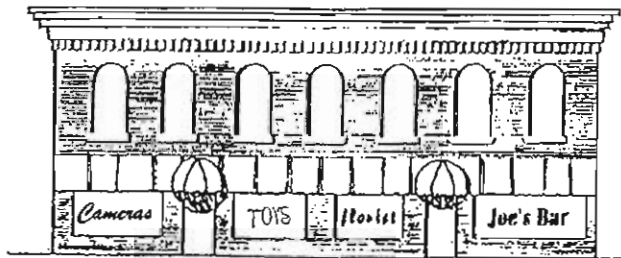
BILLBOARD – FIG. 11



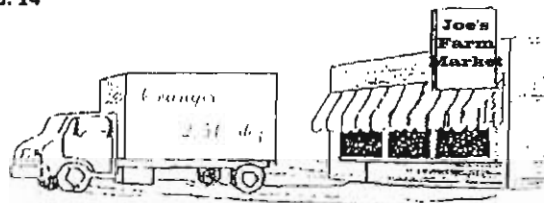
IDENTIFICATION NAME  
PLATE – FIG. 12



BANNER SIGN – FIG. 13



WINDOW SIGN – FIG. 14

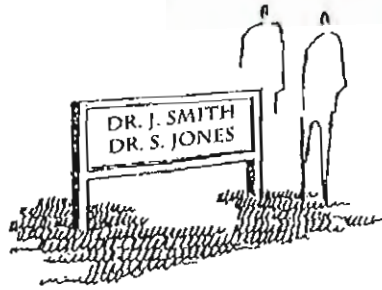


VEHICLE BUSINESS SIGN – FIG. 15

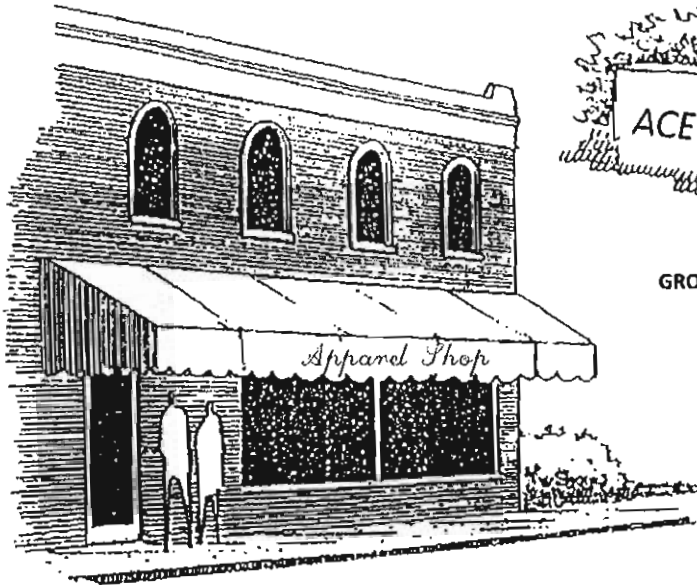
2408 DEFINITIONS OF SIGNS

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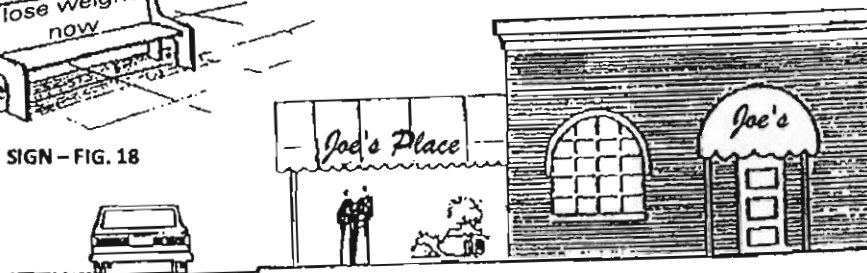
GROUND SIGNS - FIG. 16



AWNING SIGN - FIG. 17



BENCH SIGN - FIG. 18



CANOPY SIGNS - FIG. 19

AN ORDINANCE ENTITLED  
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE  
ZONING ORDINANCE TO AMEND  
ARTICLE XXIV – GENERAL PROVISIONS,  
SECTION 2408 - SIGNS

CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN ORDAINS:

Section 1. Purpose and Intent

It is determined necessary for the health, safety and welfare of the City to adopt this article regulating sign within the City of Wyandotte.

Section 2. Amendment to Section 2408 Signs by removing the entire section and replacing with the following:

Article XXIV – General Provisions, Section 2408 Signs

Any public displayed sign, symbol or notice on a premise to advertise the business or activity there transacted, or name of person or firm conducting said business or activity on premise, or directing to some other locale, shall be regulated as follows:

- A. All plans for the erection of signs shall be submitted to the City of Wyandotte Engineering and Building Department for review and approval and shall be further subject to all codes and ordinances of the City of Wyandotte.
- B. Prior to the erection of a sign in a public right-of-way or overhanging a public right-of-way, the sponsor of such sign shall receive the approval of the proper governmental agency (city, county or state) having jurisdiction over such right-of-way. The City may require a bond to be provided for any sign in or overhanging a public right-of-way.
- C. After the effective date of this ordinance, all new signs within the City of Wyandotte shall conform to the Wyandotte Building Code and Zoning ordinance.
- D. Existing signs in need of repair may be repaired provided the cost of repairs does not exceed fifty (50) percent of the replacement cost for the entire sign (in the judgment of the Building Official). If it does, then the sign must be replaced and must conform to code.
- E. Definitions:
  - 1. Sign: Any device (including but not limited to letters, words, numerals, figures, emblems, pictures, or any part of combination) used for visual communication to attract the attention of the public and visible from the public right-of-way or other properties. The term sign shall not include any flag, badge, or insignia of any governmental unit, nor shall include any item of merchandise normally displayed within a window of a business.

2. Off-premise sign: A sign that advertises activities, goods, products, etc., that are available elsewhere than within the building or on the lot where the sign is located (a billboard, for example Fig. 11)
3. Awning sign: A sign on or attached to a temporary retractable shelter that is supported entirely on the exterior wall of a building. (Fig. 17)
4. Bench sign: A sign painted, placed or attached to a bench.(Fig. 18)
5. Canopy sign: A sign on or attached to a permanent overhanging shelter that projects from the face of the building and is supported only partially by the building. (Fig. 19)
6. Changeable message sign: A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or surface of the sign. When any particular type of sign is also an electronic message sign, the requirements and restrictions for electronic message signs take precedence. In addition, the size of the electronic sign shall be based upon the type of sign being utilized (example: wall, ground and pole).
7. Construction Signs: A sign which is not of a permanent nature and is utilized during the construction of a new building or major remodeling.
8. Decorative display: A decorative, temporary display designed for the aesthetics or cultural enrichment of the public and having no direct or indirect sales or advertising content. (Fig. 1)
9. "A" Frame Temporary sign: A sign other than a ground sign or portable sign which is not attached to a building and is capable of being moved on the same zoning lot and is only allowed to be displayed during hours of operation and is capable of being moved by one person (Fig. 2).
10. Ground sign: A permanent display sign mounted directly and permanently in and upon the ground surface and having a height not in excess of six (6) feet. (Fig. 16)
11. Marquee sign: A sign on or attached to a permanent overhanging shelter that projects from the face of the building and is supported entirely by the building. (Fig. 5)
12. Pole or Pylon sign: A display sign supported by one (1) or more columns, uprights or braces set a minimum forty two (42) inches below ground surface and having a height in excess of eight (8) feet. (Fig. 3)
13. Portable sign: A sign and sign structure which is designed to facilitate the movement of the sign from one zoning lot to another. The sign may or may not have wheels, changeable lettering and/or hitches for towing. (Fig. 4)



14. Projecting sign: Projecting sign means a sign which is affixed to any building or structure, other than a marquee, and any part of which extends beyond the building wall or structure more than fifteen (15) inches. (Fig. 8)
15. Roof sign: A display sign which is erected, constructed and maintained on or above the roof of the building and supported on the building roof. (Fig. 6)
16. Sign Frontage: The length in feet of the ground floor level of a building front or side facing a street that is occupied by a business or businesses.
17. Temporary sign: A display sign, banner or other advertising device constructed of paper, cloth, canvas, fabric, plastic or other light temporary material, inflated devices with or without a structural frame.. (Fig. 10)
18. Transitory Sign: A sign which is not of a permanent nature and exists for a short time.[Fig 7]
19. Vehicle sign: A sign attached to a vehicle or placed within or upon such vehicle . (Fig. 15)
20. Wall sign: A display sign which is painted on or attached directly to the building wall. (Fig. 9).
21. Window sign: A sign on the inside of the glass of a window. (Fig. 14)
22. Sign Area Measurements: The total sign area shall be the area within a single, continuous perimeter of the sign surface composed of any rectilinear line or geometric figure which encloses the extreme limits of the sign. If the sign is composed of individual letters or symbols using the wall, awning or mansard roof as the background, the total sign area shall be calculated by measuring the area within the perimeter of each symbol or letter and the combined area of the individual figures shall be considered the total sign area. (See attached Fig. 20 "Common Geometric Shapes and Formulas to Determine Sign Area".) Buildings with more than one occupant may prorate the sign area for the total building to each building occupant but not to exceed the total allowable sign area for the building.

# Common Geometric Shapes & Formulas To Determine Sign Area

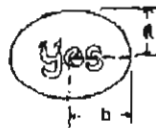


CIRCLE

$$A = \pi r^2$$

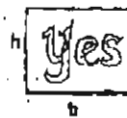
ELLIPSE

$$A = \pi ab$$



SQUARE & RECTANGLE

$$A = bh$$



TRIANGLE

$$1/2 bh$$



A = area

r = radius

h = height

$\pi = 3.1416$

b = base

Fig. 20

F. Permitted Signs by Zoning District

1. CBD Central Business Districts Sign Types Allowed and Standards:
  - (a) Wall signs which project no more than fifteen (15) inches from the building face, nor extend higher than whichever of the following is lowest:
    - (1) Twenty-five (25) feet above grade.
    - (2) The sills of windows located above the first story.
    - (3) The lowest point of a gable, hip or shed roof.
  - (b) Projecting signs must project at right angles to the building, shall have no more than two (2) faces, and project no more than five (5) feet from the face of the building. Only one projecting sign will be allowed at each entrance to a business establishment and that business must occupy a minimum of eighteen (18) feet of frontage.

The bottom of the sign must be at least ten (10) feet above ground level and its top may not extend higher than whichever of the following is lowest:

- (1) Twenty-five (25) feet above grade.
- (2) The sills of the first level of windows above first story.
- (3) The lowest part of the roof.

No projecting signs shall be attached to roofs, chimneys, smokestacks, elevator towers, penthouses, etc.

The area of each sign may not exceed twenty-four (24) square feet for each sign face.

No exposed guy wires or turnbuckles are allowed on a projecting sign.

- (c) Window signs: A permanent sign on the inside of the glass of a window shall not exceed 30% of the window area on the section of the building front occupied by the business the sign advertises. Any permanent sign in ground floor windows must be included in calculating the total area of signage for that building.
  - (d) Painted on signs shall not be allowed on the sides of buildings. Painted on signs must be applied to the front of the buildings and will be included in the total area of signage for that building. Sides of buildings abutting streets or parking lots shall be treated the same as building fronts.

(e)Awning, Canopy and Marquee. Letters may be painted or otherwise affixed to any permissible awning, canopy, or marquee subject to the following regulations:

- (1)Lettering or letters shall not project above, below or beyond the vertical drip of the awning or canopy.
- (2)Lettering on a marquee shall not extend beyond the geometric figure which encloses the sign message.
- (3)No awning, canopy or marquee sign shall extend below a minimum height of seven feet six inches (7'- 6").
- (4)The area of such sign shall be limited as part of the total sign area for all signs permitted.
- (5)Backlighting of an awning or marquee shall be prohibited.

(f) Temporary window signs are allowed only on the inside of the window for no more than fifteen (15) days. They shall occupy no more than thirty (30) percent of the area of the window in which they appear.

(g)"A" frame temporary sign provided they do not exceed six (6) square feet of sign area per sign face and shall be located so as to not obstruct pedestrian traffic. One (1) sign shall be allowed per business. A Hold Harmless Agreement must be obtained through the Engineering and Building Department by the property owner, tenant and any occupant. Such sign shall be securely anchored to prevent movement by wind forces.

(h)Attention getting devices including searchlights, balloons, banners (provided payment of the required fee for the banner is made, and the banner may not be placed on outdoor café enclosures)and similar devices or ornamentation designed for purposes of attracting attention, promotions or advertising, are allowable. A banner or multiple banners, shall be allowed on each street, parking lot or alley side of the building, and shall not exceed twenty-four (24) square feet in area per banner or twenty-four (24) square feet total for all banners on each side of building, except only one (1) banner shall be allowed on the front of the building and shall not exceed twenty-four (24) square feet in area. All banners and signs cannot exceed ten (10) per cent of the wall area. A maximum two (2) banners on any wall, except the front wall, and no more than five (5) banners shall be allowed at one (1) time. Attention-getting devices except banners as described above shall be allowed for up to three (3) separate thirty-day periods in a calendar year.

Feather banners are not permitted.

(i) Changeable Message Signs

(1) Changeable message signs are permitted on buildings that are located on the following Streets:

- East side of First Street between Elm Street and alley north of Oak Street
- East side of Second Street between Sycamore Street and alley north of Oak Street
- Third Street between Eureka Avenue and alley north of Elm Street

(2) Changeable message signs shall only be permitted as a wall sign that is facing First Street, Second Street or Third Street in the locations set forth above.

(3) An electronic changeable message sign shall be limited to the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least fifteen (15) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than sixty (60) percent of the total permitted display area of the sign.

(j) Standards For All CBD Signs:

(1) For all new construction or remodeling of buildings, the name of the owner and date of construction or the historic name and date of construction shall be indicated on the building above the highest building window or on the cornerstone of the building.

(2) Lighting: Signs shall be lighted only with a continuous light. Flashing lights are prohibited.

(3) Motion: All signs must be stationary.

(4) Supports: No supports for a sign may extend above the cornice line of the building to which it is attached.

(5) Maximum allowable sign area square footage



<u>Multiply building frontage</u>	<u>By</u>	<u>Centerline of Street:</u>
Building frontage.....	x 2.....	0-99 feet
Building frontage.....	x 4.....	100-399 feet
Building frontage.....	x 5.....	400 or more feet

\*If a use has less than twenty-five (25) feet of building frontage and the building front is 99 feet or less from the centerline of the street it faces, it is allowed a maximum of fifty (50) square feet of permanent sign area.

The distance of a sign on or under a canopy, marquee or awning from the centerline of the abutting street should be computed as if the sign were on the building face to which the canopy is attached.

(6) Abandoned sign: Sign support structures abandoned and no longer supporting a sign shall be removed by the building owner within thirty (30) days after receiving notice to do so from the City. Should the owner fail to comply, the City shall proceed with Article XXXII of this ordinance.

(7) Sign abatement: Notwithstanding other provisions of this ordinance, the City shall require the abatement of the following signs or sign devices within five (5) days from the date of notification.

#### i Temporary, Transitory and Portable signs

2. O-S, B-1, B-2 Districts Sign Types Allowed: Wall, awning, canopy, freestanding, ground, marquee, projecting, pole, window, vehicle and temporary (except on outdoor café enclosures) as defined in this ordinance and subject to the following conditions

#### (a) Ground Sign

- (1) One (1) ground sign shall be permitted having a sign area of not more than forty (40) square feet for each sign face. On corner lots, two (2) such signs are permissible where business fronts both streets. Such sign shall not exceed six (6) feet in height.
- (2) Not more than one (1) ground sign may be erected accessory to any one (1) development regardless of the number of buildings, separate parties, tenants or uses contained therein. On corner lots, two (2) such signs are permissible where business fronts both streets.

(3) No ground sign shall be located nearer than five (5) feet to any existing or proposed right-of-way line.

(4) Ground signs may be illuminated with a continuous light only.

(b) Pole

(1) To be allowed only when a ground sign cannot be erected due to building location or other site constraints and upon approval of the Planning Commission.

(2) One (1) pole sign may be erected accessory to any one development regardless of the number of buildings, separate parties, tenants or uses contained therein.

(3) It shall be unlawful to erect any pole sign to a height greater than thirty (30) feet above the level of the street upon which the sign faces. The distance from the ground to the bottom shall be not less than eight (8) feet and shall be so erected as to not obstruct traffic vision. The area of such sign shall not exceed one hundred twenty (120) square feet for each sign face.

(4) Signs may be illuminated with a continuous light only.

(5) All letters, figures, characters, items or representations in cutout or irregular form, maintained in conjunction with, attached to, or superimposed upon any sign shall be safely and securely built or attached to the sign structure.

(6) Loose or missing letters, figures, characters or items shall constitute a maintenance violation.

(7) All pole signs shall be securely built, constructed and erected upon posts and standards at least forty-two (42) inches below the material surface of the ground and shall be embedded in concrete. Wood or wood products shall be of wolmanized or equal treatment.

(c) Projecting

(1) One (1) projecting sign may be erected at each entrance to a business or office establishment.

- (2) Projecting signs must project at right angles to the building and have no more than two (2) faces, and project no more than five (5) feet from the face of the building.
- (3) The bottom of the sign projecting must be at least ten (10) feet above ground level and its top may not extend higher than whichever of the following is lowest:
  - i. Twenty-five (25) feet above grade.
  - ii. The sills of the first level of windows above first story.
  - iii. The lowest part of the roof.
- (4) No projecting signs shall be attached to roofs, chimneys, smokestacks, elevator towers, penthouses, etc.
- (5) The area of each projecting sign may not exceed twenty-four (24) square feet for each sign face.
- (6) No exposed guy wires or turnbuckles are allowed on a projecting sign.

(d) Wall

- (1) Wall signs may be provided on all street sides, parking lots sides or alley sides of a building. The total sign area of wall signs on any one wall shall not exceed ten percent (10%) of the wall surface of such wall. Where a single principal building is devoted to two (2) or more business, offices or commercial uses, the operator of each such use may install a front wall sign. The maximum area of each such sign shall be determined by determining the proportionate share of the allowed signage for the principal building occupied by each such use and applying such proportion of the total sign area permitted for each tenant or the percent agreed to by the occupants, the total not to exceed the above area limitations for the district in which such building is located. It is the applicant's responsibility to provide the required information when applying for a sign permit. In those instances where a change of tenancy occurs which presents a hardship in providing signage based on this requirement, the Zoning Board of Appeals may vary these provisions.
- (2) Signs may be illuminated with a continuous light only. Illuminated signs shall not be permitted on the alley side of a building.

- (3) Materials Required: All wall signs of a greater area than fifty (50) square feet shall have a surface or facing of noncombustible material.
  - (4) Limitation on Placement. No wall sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.
  - (5) Projection and Height. No wall sign shall have a greater thickness than twelve (12) inches measured from the wall to which it is attached to the outermost surface. Wall signs may project over the public right-of-way not to exceed twelve (12) inches provided a clearance of not less than seven feet six inches (7'- 6") is maintained below such sign if such sign projects more than four (4) inches. Such sign shall not project above the roofline.
  - (6) Supports and attachments: All wall signs shall be safely and securely attached to structural members of the building by means of metal anchors, bolts or expansion screws. In no case shall any wall sign be secured with wire, strips of wood or nails. The method of attachment shall be stated on the permit application.
- (e) Awning, Canopy and Marquee. Letters may be painted or otherwise affixed to any permissible awning, canopy, or marquee subject to the following regulations:
- (1) Lettering or letters shall not project above, below or beyond the physical dimensions of the awning or canopy.
  - (2) Lettering on a marquee shall not extend beyond the geometric figure which encloses the sign message.
  - (3) No awning, canopy or marquee sign shall extend below a minimum height of seven feet six inches (7'- 6").
  - (4) The area of such sign shall be limited as part of the total sign area for all signs as provided in (d)(1) above.
- (f) Window. Window signs shall not exceed 30% of the glass area of the window area on the section of building front occupied by the business at that location.
- (g) Temporary, Transitory or Construction Signs

- (1) There shall be no more than one (1) such sign, except that on a corner lot two (2) signs with one (1) facing each street, shall be permitted. No such sign shall exceed six (6) square feet in area for each sign face of such sign. All such signs shall be removed upon occupancy.
- (2) Construction Signs for buildings under construction may be erected for the period of construction and shall not exceed a face area of sixty-four (64) square feet for each sign face of such sign. Such signs shall be erected on the building or lot where such construction is being carried on.
- (3) Temporary window signs are allowed only on the inside of the window lasting no more than fifteen (15) days. They shall occupy no more than thirty (30) percent of the area of the window in which they appear.
- (4) No temporary sign shall be strung on a building exterior or on a sign structure or across any public right-of-way nor shall any temporary sign project beyond the property line except as authorized by the City Council.
- (5) Temporary signs found by the Building Official to be in torn or damaged condition must be removed by the owner within three (3) days after receipt of notice to do so from the Building Official. Temporary signs found to be unsafe shall be removed immediately upon receipt of notice by the City.
- (6) "A" frame temporary sign provided they do not exceed six (6) square feet of sign area per sign face and shall be located so as to not obstruct pedestrian traffic. One (1) sign shall be allowed per business. A Hold Harmless Agreement must be obtained through the Engineering Department by the property owner and operator of the business being advertised. Such sign shall be securely anchored to prevent movement by wind forces.

(h) Billboards

- (1) Billboards not exceeding 200 sq. ft. per sign face are permitted only in B-2 districts on Fort Street and shall be located no nearer than three thousand (3,000) ft. between such billboards with a maximum height of thirty (30) feet. Billboards shall not be animated and lighting shall be continuous.



(i) Attention Getting Devices

- (1) Attention getting devices including searchlights, balloons, banners (provided payment of the required fee for the banner is made, and the banner may not be placed on outdoor café enclosures) and similar devices or ornamentation designed for purposes of attracting attention, promotions or advertising, are allowable. A banner or multiple banners, shall be allowed on each street, parking lot or alley side of the building, and shall not exceed twenty-four (24) square feet in area per banner or twenty-four (24) square feet total for all banners on each side of building, except only one (1) banner shall be allowed on the front of the building and shall not exceed twenty four (24) square feet in area. All banners and signs cannot exceed ten (10) per cent of the wall area. A maximum two (2) banners on any wall, except the front wall, and no more than five (5) banners shall be allowed at one (1) time. Attention-getting devices except banners as described above shall be allowed for up to three (3) separate thirty-day periods in a calendar year.

Feather banners are not permitted.

(j) Changeable Message Signs

- (1) Changeable message signs are permitted only in B-1 and B-2 Zoning Districts.
- (2) Changeable message signs shall only be permitted as ground, wall or pole signs.
- (3) An electronic changeable message sign shall be limited to the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least fifteen (15) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than sixty (60) percent of the total permitted display area of the sign.

3. PD District Sign Types Allowed.

- (a) Sign types and uses allowed for the uses designated for the area as portrayed in the Master Plan for Future Land Use shall be allowed provided the Planning Commission may make a determination as to sign size and type most suitable to the promotion of the objectives of the PD District. Signs located in the Design Review District (Section 2300) shall require design review.

4. I-1, I-2, I-3, IRO Districts Sign Type Allowed.

- (a) All sign types allowed and as controlled for O-S, B-I and B-2 Districts .

5. P-1 Parking Districts Sign Types Allowed.

- (a) Pole and wall signs are permitted in parking districts subject to the following conditions.:

- (1) One (1) entrance and one (1) exit sign for each access way to the parking lot shall be allowed and one (1) conditions of use sign for each parking lot shall be allowed.

- (2) Signs shall not exceed nine (9) square feet in area for each sign face of such sign nor an overall height above ground of nine (9) feet.

- (3) Signs as required by the Building Code.

6. RA-RU-RT Districts Sign Types Allowed.

- (a) Wall, Transitory, Temporary and Construction Signs , as defined in this ordinance, provided such signs shall not be illuminated unless otherwise provided for in this ordinance and subject to the following conditions by sign type:

- (1) Wall Signs

- (i) Dwelling Nameplate. For each dwelling unit, one (1) nameplate not exceeding one (1) square foot in area.

- (2) Temporary Signs or Transitory Signs

- (i) Not exceeding ten (10) square feet in area for each sign face of such sign. Signs shall not be placed on

public property between the sidewalk and street curb.

- (ii) Construction Signs. For building or remodeling of nonresidential buildings, such as, but not limited to, churches and schools, not more than one (1) sign shall be allowed not to exceed thirty-two (32) square feet in total surface area for each sign face of such sign and shall be located on the premises being utilized for such construction. For residential buildings not more than one (1) sign shall be permitted not exceeding ten (10) square feet per sign face. Such sign shall be removed within fifteen (15) days of completion of the project.

7. RM-1, RM-1A, RM-2, RM-3 Districts Sign Types Allowed.

- (a) Wall, real estate, ground, and temporary signs as defined in this ordinance and subject to the following conditions by sign type and subject to design review when located in the Design Review District (see Section 2300).:

(1) Wall Sign

- (i) Dwelling Nameplate. For each dwelling unit, one (1) nameplate not exceeding one (1) square foot

- (2) Temporary Sign or Transitory Sign .One (1) Sign not exceeding ten (10) square feet in area for each sign face of such sign. Signs shall not be placed on public property between the sidewalk and street curb.

- (i) Signs for new Developments. It shall be permissible to erect one (1) sign not to exceed a total surface area of thirty-two (32) square feet for each sign face of such sign.

(3) Ground Signs

- (i) Multiple-family Residential Units. Any person owning or operating any multiple-family residential dwelling, with six (6) or more units may erect one (1) sign, such sign not to exceed thirty-two (32) square feet for each sign face of such sign and not to exceed an overall height of six (6) feet above the ground level and may be lighted during the hours of darkness.

#### (4) Temporary Signs

- (i) Banners and Pennants. Banners and pennants may be allowed for periods not to exceed thirty (30) days and must be securely fastened and any torn or damaged units must be repaired or removed.
- (ii) Construction Signs. For building or remodeling of residential and nonresidential buildings, such as, but not limited to, churches and schools, not more than one (1) sign shall be allowed not to exceed thirty-two (32) square feet in total surface area for each sign face of such sign and shall be located on the premises being utilized for such construction. For residential buildings not more than one (1) sign shall be permitted not exceeding ten (10) square feet per sign face. Such sign shall be removed within fifteen (15) days of completion of the project.

#### 8. Permitted Signs Accessory to Churches, Schools, Nonprofit Institutions or Historical Markers on buildings in the CBD Sign Type Allowed (All Districts).

- (a) Churches, colleges, schools, buildings housing governmental functions and utilities of the City, County or State or any subdivision or historical markers on buildings in CBD thereof, are permitted to erect a sign. Such signs, when of a permanent nature, shall meet all the requirements of this ordinance and other ordinances of the City, except as provided hereafter and may include ground, portable, transitory and temporary signs as defined in this ordinance and subject to the following conditions

##### (1) Wall Signs

- (i) Wall signs may be provided on all street sides, parking lot sides or alley sides of a building. The total sign area of wall signs on any one wall shall not exceed five percent (5%) of the wall surface of such wall.

##### (2) Ground Signs

- (i) There shall be no more than one (1) sign.

- (ii) Such signs shall be set back from the lot line at least one-third ( $1/3$ ) of the distance from the lot line to the nearest building, but need not be set back more than ten (10) feet from the property line.
- (iii) No sign shall exceed thirty (30) square feet in area, for each sign face of such sign, unless the sign is located more than fifty (50) feet behind the property line, then said sign may be increased by five (5) additional square feet for each additional ten (10) feet of setback, but in no event shall such sign exceed fifty (50) square feet in area for each sign face of such sign.
- (iv) Illumination of signs shall be permitted.
- (v) An electronic changeable message sign shall be limited to the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least fifteen (15) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than sixty (60) percent of the total permitted display area of the sign.

### (3) Portable Signs

- (i) There shall be no more than one (1) portable sign not exceeding thirty-two (32) square feet in area for each sign face of such sign. Such portable sign shall be permitted as a temporary sign for periods not to exceed seven (7) days in a thirty (30) consecutive day period on any one (1) zoning lot and not to exceed twenty-eight (28) days in any one (1) year. In no instance shall such sign obstruct parking spaces or automobile or pedestrian travel lanes or occupy a parking space unless sufficient additional parking space is available on the site.

Connections to an energy source for lighting shall be in accord with all codes of the City and shall not be exposed in any way that may constitute a safety hazard to the public.



(4) Temporary Sign or Transitory Sign. One (1) sign not exceeding ten (10) square feet in area for each sign face of such sign. Signs shall not be placed on public property between the sidewalk and street curb.

G. Prohibited Signs. The following signs are prohibited within the City:

1. No sign or banner shall be placed upon or across any public right-of-way except by permission of the City Council.
2. It shall be unlawful for any person to display upon any sign or other advertising structure any obscene, indecent or immoral matter.
3. Signs which incorporate in any manner flashing lights.
4. String lights used in connection with business premises for commercial purposes, other than seasonal decorations.
5. Any sign unlawfully installed erected or maintained.
6. Signs on trees or utility poles, whether public or private.
7. Signs on benches. (Fig. 18).
8. Roof top signs.

H. Sign Permits Required. It shall be unlawful for any person to erect, repair, paint, alter or relocate any sign within the City as defined in this ordinance without first obtaining a permit from the Wyandotte Building Department with the exception of the following:

1. Signs for which a Permit is not Required
  - (a) Wall signs not exceeding four (4) square feet in area.
  - (b) Bulletin boards when the same are located on the premises of said institutions; provided, however, if said signs are electrically illuminated, an electrical permit must be obtained.
  - (c) Traffic or other municipal signs, legal notices, danger and such temporary emergency signs as may be approved by the city.

- (d) Temporary Signs and Transitory Signs 10 square feet or less.
- (e) Flags of recognized Federal, State, County or City governments.
- (f) Temporary window signs.
- (g) Signs of civic and non-profit organization displayed for not more than 90 days within any 12-month period and not to exceed 32 square feet per sign face.
- (h) Emblems, badges, and insignias.
- (i) Holiday decorations not exceeding 32 square feet.
- (j) Non-illuminated signs pertaining to the construction or repair of buildings or property on which they are located. Such signs shall be removed upon the issuance of a Certificate of Occupancy.
- (k) Off premise directional signs. Such signs shall be confined to one signpost per corner and shall not exceed a sign area of four (4) square feet per sign face.

2. Application for Sign Permit. Applications for permits shall be made upon forms provided by the Building Department and shall contain or have attached thereto the following information:

- (a) Name, address and telephone number of the applicant.
- (b) Location of building, structure or lot to which or upon which the sign or other advertising structure is to be attached or erected.
- (c) Position and location of the sign or other advertising structure in relation to nearby buildings or structures.
- (d) Two (2) blueprints or drawings of the plans and specifications and methods of construction and attachment to the building or in the ground.
- (e) Name of person, firm, corporation or association erecting structure.
- (f) Written consent of the owner where the sign is to be erected on vacant land.

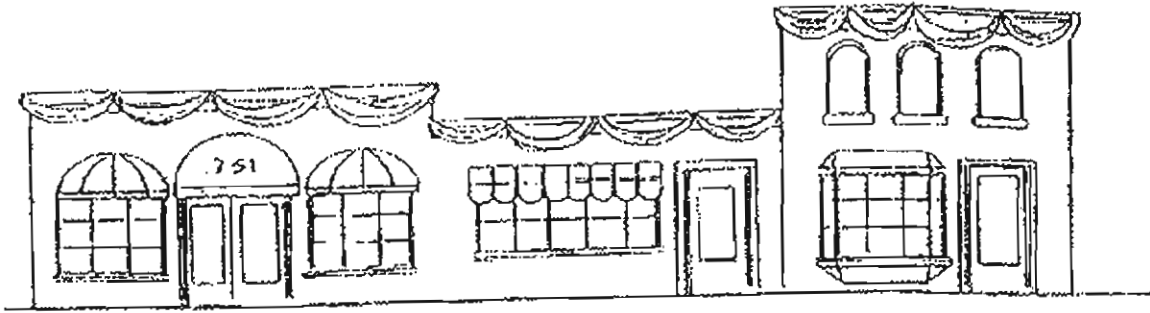
- (g) In all cases where wiring is to be used in connection with the sign an electrical permit shall be obtained in compliance with the City Electrical Code. The Electrical Inspector shall approve and affix his signature to said permit if it is deemed necessary by the Electrical Inspector.
  - (h) Such other information as the City shall require showing full compliance with this and all other ordinances of the City.
- 3. Sign Permit Fee. It shall be unlawful for any person to erect or alter any sign, except those signs specifically exempted herein, unless a permit shall first have been obtained from the Building Department for such erection or alteration, and a permit fee paid to the City according to the schedule as may be established from time to time by resolution of the City Council.
- 4. Sign Permit Revocable At Any Time. All rights and privileges accrued under the provisions of this ordinance or any amendment thereto are mere licenses and may be voided upon the violation of any of the conditions contained herein. If the work authorized under a sign or electrical permit has not been completed within six (6) months after date of issuance, said permit shall become null and void and a new permit shall be necessary to continue the project. Partially completed signs, if abandoned, shall be removed immediately by the erector upon notice from the City.
- I. Nonconforming Signs. All existing signs that do not conform to the provisions of this ordinance shall be permitted to continue as nonconforming signs until such time as they are removed or until there is a change in occupancy, at which time they shall conform to the provisions of this ordinance. The provision of this paragraph shall not apply to maintenance and repainting.
- J. Enforcement. This ordinance shall be enforced by the Building Official or an employee designated by the City Council.
- K. Sign Maintenance.
  - 1. Maintenance. All signs for which a permit is required, together with all their supports, braces, guys and anchors, shall be maintained in good working order, and when not galvanized or constructed of approved corrosion-resistant, noncombustible materials, shall be painted when necessary to prevent corrosion. The exteriors of all signs, supporting members, painted surfaces, advertising materials and lettering shall be kept painted and in good repair, so as to present a neat and

orderly appearance. All bulbs or component parts of the sign, including the electrical switches, boxes and wiring used in the illumination of the sign must be well maintained.

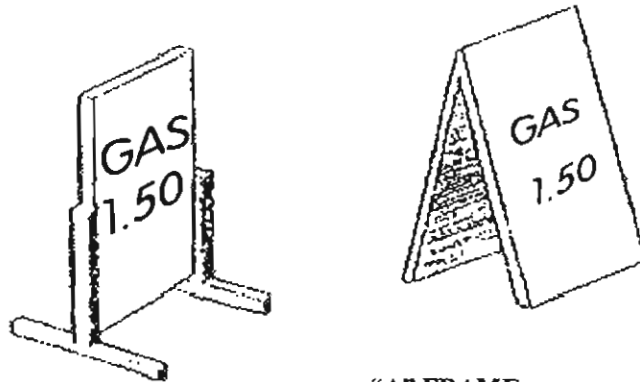
2. Housekeeping. It shall be the duty and responsibility of the owner or lessee of every sign to maintain the immediate premises occupied by the sign in a clean, sanitary and healthful condition.

L. Unsafe Damaged and Unlawful Signs.

1. Signs shall be subject to inspections and when the condition of the sign is questionable, the owner or occupant shall obtain a Professional Engineer's report, certifying the sign condition. Failure to submit the report and make any specified correction will result in an order for the sign to be removed.
2. Sign support structures abandoned and no longer supporting a sign shall be removed by the building owner within thirty (30) days after receiving notice to do so from the City. Should the owner fail to comply, the City, at the owner's expense, may order the work done on the owner's behalf and the cost will be assessed against the property.



DECORATIVE DISPLAY – FIG. 1



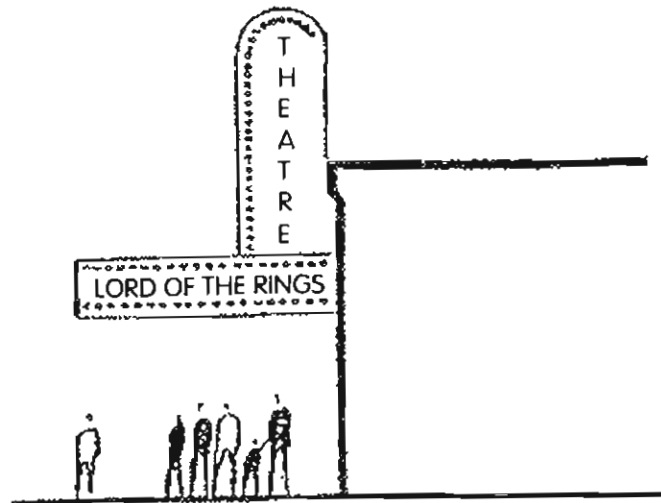
“A” FRAME  
SIGNS – FIG. 2



POLE SIGN – FIG. 3

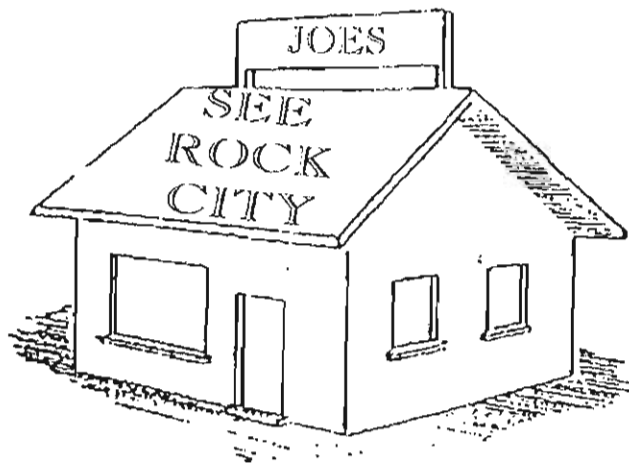


PORTABLE SIGN – FIG. 4

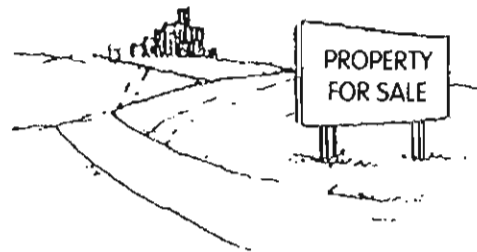


MARQUEE  
SIGN – FIG. 5

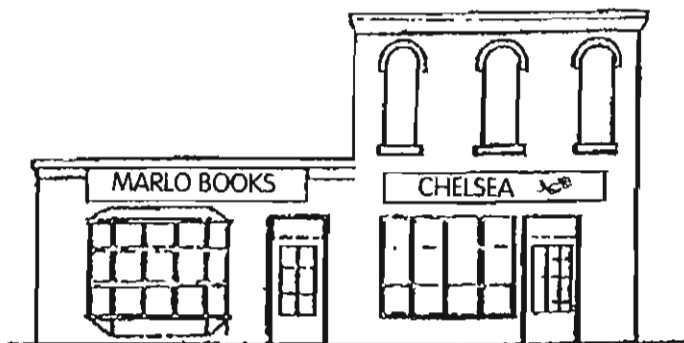




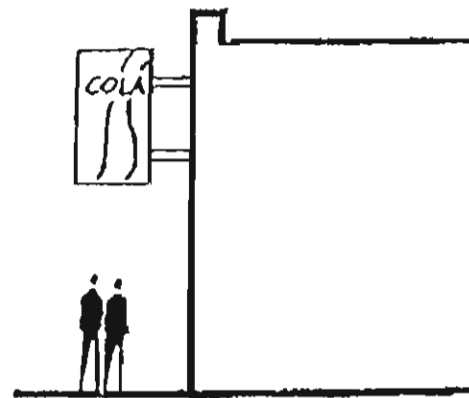
ROOF SIGNS - FIG. 6



TRANSITORY  
SIGN - FIG. 7



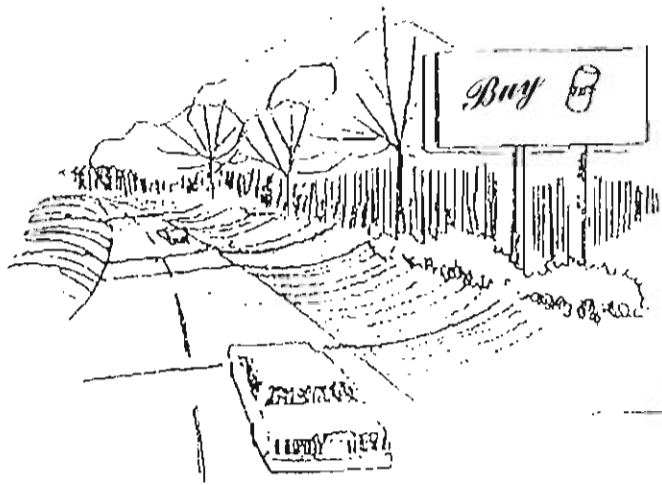
WALL SIGNS - FIG. 9



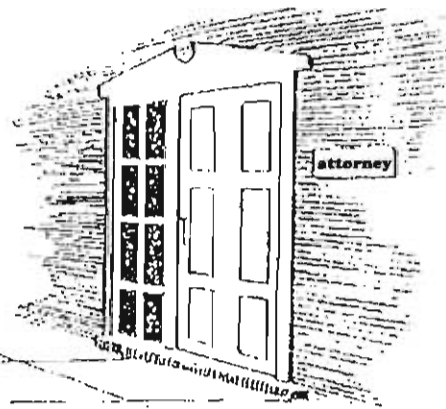
PROJECTING SIGN - FIG. 8



TEMPORARY SIGNS - FIG. 10



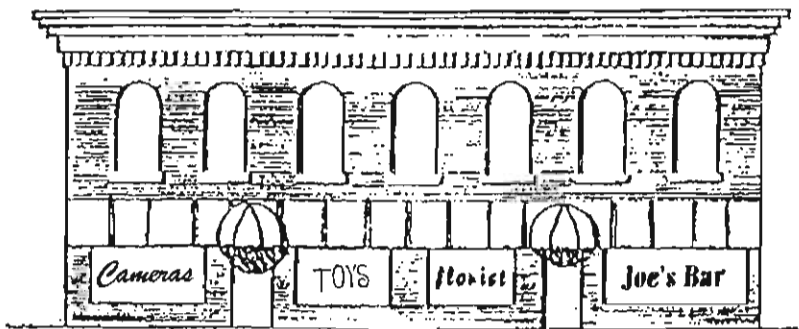
BILLBOARD – FIG. 11



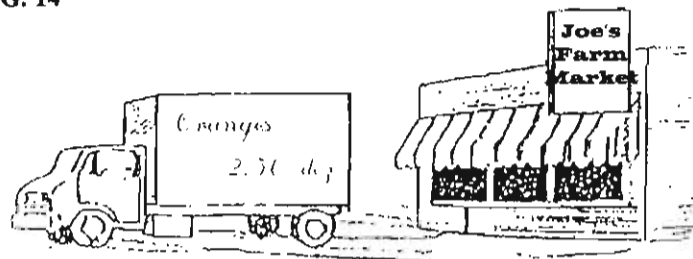
IDENTIFICATION NAME  
PLATE – FIG. 12



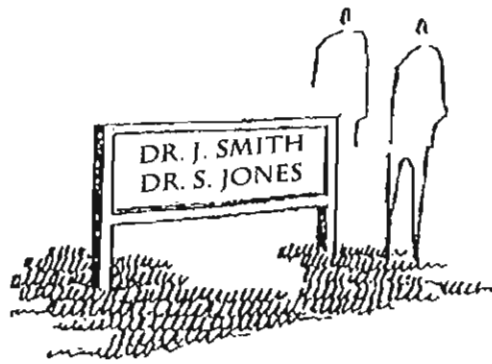
BANNER SIGN – FIG. 13



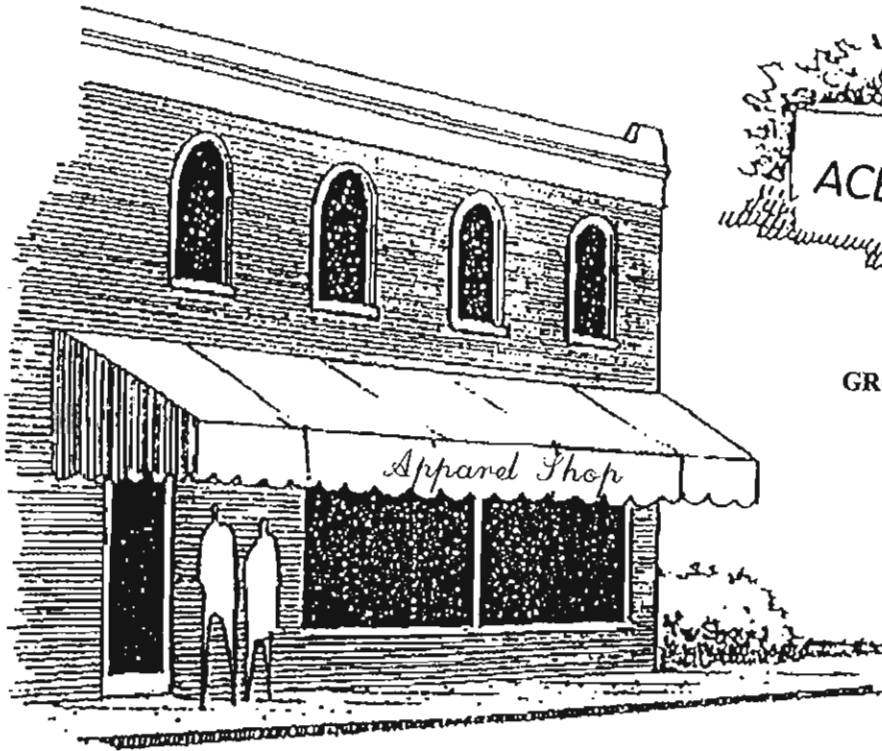
WINDOW SIGN – FIG. 14



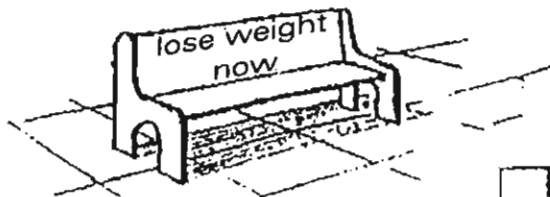
VEHICLE BUSINESS SIGN – FIG. 15



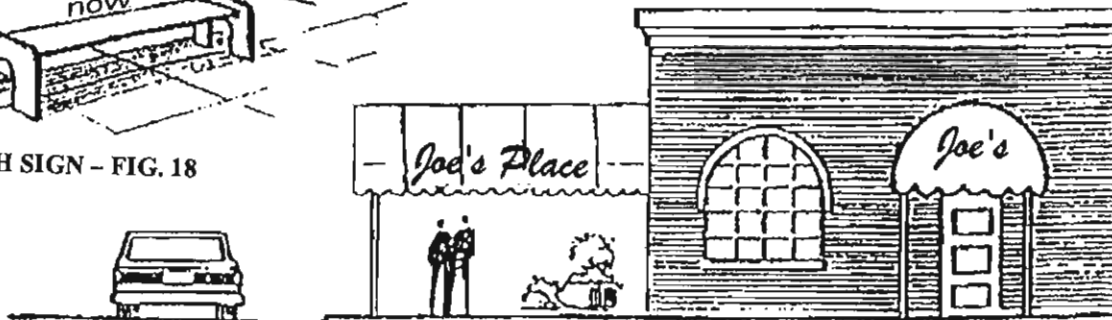
GROUND SIGNS - FIG. 16



AWNING SIGN - FIG. 17



BENCH SIGN - FIG. 18



CANOPY SIGNS - FIG. 19

Section 3. Reservation of Rights.

Nothing in this Ordinance or in the Code hereby adopted shall be construed to affect any suit or proceeding in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy or any character be lost, impaired or affected by this Ordinance.

Section 4. Severability.

Severability. Should any word, sentence, phrase or any portion of this Ordinance be held in a manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such word, sentence, phrase or any portion of the Ordinance held to be so invalid and shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this Ordinance.

Section 5. Conflicting Ordinances.

Conflicting Ordinances. All prior existing ordinances adopted by the City of Wyandotte inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

Section 6. Effective

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

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

YEAS

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

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

NAYS

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

ABSENT \_\_\_\_\_

I hereby approve the adoption of the foregoing Ordinance this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

# CERTIFICATION

We, the undersigned, Joseph R. Peterson and Lawrence S. Stec, respectively, the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the City Council of the City of Wyandotte, at a regular session on Monday, \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

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

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



# **HEARINGS GUIDE SHEET**

## **ALLEY VACATION HEARING**

### HEARING OF OBJECTIONS TO THE PROPOSED VACATION OF AN ALLEY IN THE CITY OF WYANDOTTE

-----  
The sixteen (16) foot wide public alley west of 7<sup>th</sup> Street starting 96.07 feet north of Hillsdale Street extending 175 feet north toward Grove Street being adjacent to lots 26 through 32, South Detroit Sub, as recorded in Liber 14, Page 95 of Plats, Wayne County Records.

RESOLUTION

Wyandotte, Michigan  
Date: November 14, 2016

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

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

At a regular session of the City Council of the City of Wyandotte.

RESOLVED BY THE CITY COUNCIL CITY OF WYANDOTTE

WHEREAS, the Council by resolution has deemed it advisable and necessary for the health, welfare, comfort and safety of the people of the City of Wyandotte, to vacate the hereinafter described land in the City of Wyandotte, County of Wayne, State of Michigan, as a public alley, more particularly described as:

The sixteen (16) foot wide public alley west of 7<sup>th</sup> Street starting 96.07 feet north of Hillsdale Street extending 175 feet north toward Grove Street being adjacent to lots 26 through 32, South Detroit Sub, as recorded in Liber 14, Page 95 of Plats, Wayne County Records.

WHEREAS, due notice has been given of the hearing of objections to said vacation; and

WHEREAS, said hearing having taken place in accordance with such notice, and zero objections have been offered, and this Council still being of the opinion that said vacation is advisable; now, therefore,

BE IT RESOLVED that the above described alley shall be and the same is hereby declared VACATED as a public alley, reserving to the City of Wyandotte, A Municipal Corporation of the State of Michigan, its successors and assigns forever and in perpetuity from the date hereof, an easement on, over, under, across, and within the sixteen (16) foot right-of-way of the above described alley for the purposes of constructing, operating, maintaining and repairing existing and future public utilities, sewers and drains, and that said City of Wyandotte, its contractors, employees, agents successors, assigns and lessees shall at all times have free ingress to and egress from said alley right-of-way, to construct, operate, maintain and repair said existing and future utility lines of every nature, and sewers and drains.

BE IT FURTHER RESOLVED if approved by Council, authorize the City Clerk to give notice of the hearing of objections in accordance with the City Charter and set the time and date for the public hearing.

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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Supporting Docs - 10/10/16

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

MEETING DATE:

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

**ITEM:** Proposal to Vacate a Public Alley West of 7<sup>th</sup> Street From Hillsdale Street North

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



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

**BACKGROUND:** The petition of Chad Tarwacki was submitted to vacate the sixteen (16) foot wide public alley at 4088 7<sup>th</sup>, 4080 7<sup>th</sup>, 4072 7<sup>th</sup>, 4064 7<sup>th</sup>, 4056 7<sup>th</sup>, and 4048 7<sup>th</sup> Street. The petition indicated 50% of the abutting property owners are in favor of the vacation. The property owner at 4088 7<sup>th</sup>, 4080 7<sup>th</sup>, 4072 7<sup>th</sup>, 4064 7<sup>th</sup>, 4056 7<sup>th</sup>, and 4048 7<sup>th</sup> Street is using this public alley as part of their business operations. The property owner desires to possibly pave this alley in the future. The owner has been advised that this vacation only provides him eight (8) feet of alley to do said paving. The property owner at 760 Hillsdale objects to vacating this alley, as he would lose access to his property. This alley has overhead electric, cable, and phone lines, as well as an underground sewer line. Therefore, it is recommended to only vacate a portion of this alley with no fence or barrier being placed in the vacated alley that would restrict or limit access to these utilities.

The Department of Legal Affairs has prepared the necessary resolution setting a hearing of objections to proceed with vacating a portion of the public alley.

**STRATEGIC PLAN/GOALS:** This proposal to close the alley is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

**ACTION REQUESTED:** Determine that vacating a portion of the public alley is a necessary and beneficial public improvement, and adopt the prepared resolution setting the time and date for a public hearing.

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

**IMPLEMENTATION PLAN:** If approved by Council, authorize the City Clerk to give notice of the hearing of objections in accordance with the City Charter and set the time and date for the public hearing.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:**



**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:** Proposed Resolution for setting the Hearing of Objections, map of location, signed petition, Notice of Hearing of Objections, and legal description of 760 Hillsdale.

RESOLUTION

Wyandotte, Michigan

RESOLUTION BY COUNCILPERSON \_\_\_\_\_

At a regular session of the City Council of the City of Wyandotte.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE.

That it is a necessary public improvement for the health, welfare, comfort and safety of the People of the City of Wyandotte, and is deemed advisable to vacate the following land as a public alley in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

The sixteen (16) foot wide public alley west of 7<sup>th</sup> Street starting 96.07 feet north of Hillsdale Street extending 175 feet north toward Grove Street being adjacent to lots 26 through 32, South Detroit Sub, as recorded in Liber 14, Page 95 of Plats, Wayne County Records.

RESOLVED FURTHER, that this Council will meet on Monday, November 14, 2016, at 7:00 p.m., in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, in said City, to hear objections to the proposed vacation of said described land as a public alley.

RESOLVED FURTHER, that the City Clerk shall give notice of such meeting, with a copy of this Resolution, in a newspaper published and circulating in said City, in accordance with the provisions of the City Charter.

I move the adoption of the foregoing Resolution.

Councilperson \_\_\_\_\_

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

<u>YEAS</u>	<u>COUNCILPERSON</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	VanBoxell	_____
	Absent _____	

NOTICE OF HEARING OF OBJECTIONS TO THE  
PROPOSED VACATION OF AN ALLEY  
IN THE CITY OF WYANDOTTE

---

NOTICE IS HEREBY GIVEN that the Council of the City of Wyandotte has heretofore determined that it is advisable and necessary to vacate 175 feet of the sixteen (16) foot wide public alley running north and south between 7<sup>th</sup> Street and 8<sup>th</sup> Street, and Hillsdale Street and Grove Street in the City of Wyandotte, Wayne County, Michigan.

The sixteen (16) foot wide public alley west of 7<sup>th</sup> Street starting 96.07 feet north of Hillsdale Street extending 175 feet north toward Grove Street being adjacent to lots 26 through 32, South Detroit Sub, as recorded in Liber 14, Page 95 of Plats, Wayne County Records.

That said Council will meet on Monday, November 14 2016, at 7:00 P.M., Local Time, in the Council Chambers in the City Hall of said City, 3200 Biddle Avenue, Wyandotte, Michigan, to hear objections to the proposed vacation of said described land as a public alley, in the City of Wyandotte, Wayne County, Michigan.

Dated at Wyandotte, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

LAWRENCE S. STEC  
City Clerk  
City of Wyandotte



N →

8<sup>th</sup> ST.

AVE

VACATED

9-14-92



46

7<sup>th</sup>

ST.

N →

Hillsdale

28

2<sup>nd</sup> CENTRAL TO BURTON  
-Grading Central - 11/1/1992  
S.A.D. 63  
1962  
THOMPSON M'GULLY



**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2016-237**

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 16, 2016

MOVED BY: Councilperson Schultz


SUPPORTED BY: Councilperson VanBoxell

BE IT RESOLVED that the alley vacation petition submitted by Chad Tarwacki requesting that the alley behind the property located at 4088 7<sup>th</sup> Street be referred to the City Engineer.

BE IT FURTHER RESOLVED that the Alley Vacation/Closing Instructions and Petition Procedure packet has been reviewed and approved by Council and will be implemented immediately for all future alley vacation and closing petitions.

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 May 16, 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



**Action petitioned for:**

**We, the undersigned citizens, owners of the property abutting the alley located at**

do respectfully petition your Honorable Body to vacate said alley and convert same into public easement.

We do further agree that no buildings or structures of any nature whatsoever (except necessary fence lines) shall be built upon the easement or any part thereof, so that said easement shall be forever accessible for maintenance of utilities.

[illegible]



## CONSENT TO VACATE OR CLOSE AN ALLEY

We, the undersigned, being all the owners of the real property in the City of Wyandotte, commonly known as

Alley in area of Hillsdale between 7<sup>th</sup> & 8<sup>th</sup> St

Street address

do hereby consent to the (circle one)

Vacation

Closing

of the alley of our property.

Dated: 5/12/16

Signed:


[Signature]  
Owner

In the presence of:

[Signature]  
Witness

Owner

Witness

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcent Trans.	
MURRAY, DANIEL	CHB BROWN LLC	155,000	01/20/2014	PTA	00-NOT AUDITED		OTHER/L-4260	100.0	
Property Address									
760 HILLSDALE									
Owner's Name/Address									
CHB BROWN LLC									
760 HILLSDALE									
WYANDOTTE MI 48192									
Tax Description									
2715 TO 2719 LOTS 1 TO 5 INCL SOUTH									
DETROIT SUB, BLOCK 46 T3S R11E, L14 P95									
WCR									
Comments/Influences									
C H BROWN TRANSPORTATION									
C OF O DATED AUGUST 23, 2011									
ZONED I - 1									
CECIL BROWN									
760 HILLSDALE									
WYANDOTTE MI									
EXISTING INDUSTRIAL BUILDNG USED FOR									
TRUCK REPAIR									
									
Class: INDUSTRIAL REAL		Zoning:		Building Permit(s)		Date	Number	Status	
School: 57-WYANDOTTE									
P.R.E. 0%									
MAP #:									
		2017 Est TCV Tentative							
X	Improved	Vacant	Land Value Estimates for Land Table 00040.INDUSTRIAL						
Public Improvements			* Factors *						
	Dirt Road	Description	Frontage	Depth	Rate	%Adj.	Reason	Value	
	Gravel Road	RATE TABLE	14212 SqFt	0.00000	100			0	
X	Paved Road	Flat Value:	0.33 Total Acres		Total Est.	Land Value =		11,003	
X	Storm Sewer							11,003	
X	Sidewalk	Land Improvement Cost Estimates							
X	Water	Description	Rate	CountyMult.	Size	%Good	Cash Value		
X	Sewer	Unit in Place Item(s)	6.38	1.00	3040.0	55	10,667		
X	Electric	CONCRETE PAD 6" SF	4.49	1.00	160.0	55	395		
X	Gas	CONCRETE SIDEWALK SF	Total Estimated Land Improvements True Cash Value =						11,062
X	Curb								
Street Lights									
Standard Utilities									
Underground Utils.									
Topography of Site									
X	Level								
	Rolling								
	Low								
	High								
X	Landscaped								
	Swamp								
	Wooded								
	Pond								
	Waterfront								
	Ravine								
	Wetland								
	Flood Plain								
Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
DAW	/	INSPECTED	2017	Tentative	Tentative	Tentative			Tentative
DAW	01/27/2000	DATA ENTER	2016	5,500	99,500	105,000			105,000S
			2015	5,500	112,400	117,900			117,900S
			2014	5,500	111,000	116,500			111,149C
The Equalizer. Copyright (c) 1999 - 2009. Licensed To: City of Wyandotte, County of Wayne, Michigan									



# Reports & Minutes

1

October 24, 2016

## **CITY OF WYANDOTTE** **REGULAR CITY COUNCIL MEETING**

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, October 24, 2016, and was called to order at 7:00pm with Honorable Mayor Joseph R. Peterson presiding.

The meeting began with the Pledge of Allegiance, followed by roll call.

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Present: Councilpersons Sheri Fricke, Daniel Galeski, Ted Miciura, Leonard Sabuda, Donald Schultz, and Kevin VanBoxell

Absent: Thomas Woodruff, City Assessor

Also Present: Todd Browning, City Treasurer; William Look, City Attorney; Mark Kowalewski, City Engineer; and Lawrence Stec, City Clerk

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### **PRESENTATIONS**

None

### **UNFINISHED BUSINESS**

Discussion regarding Resolution #2016-528

### **COMMUNICATIONS MISCELLANEOUS**

Discussion regarding Resolution #2016-529

### **PERSONS IN THE AUDIENCE**

- Don Icenogle, 1302 13<sup>th</sup>, regarding traffic concerns in the 13<sup>th</sup> Street/school area.
- Brian Morrow regarding his candidacy for Judge of Circuit Court

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

None

### **COMMUNICATIONS FROM CITY AND OTHER OFFICIALS**

Discussion regarding Resolution #2016-530 - #2016-534

### **PRESENTATION OF PETITIONS**

None

### **REPORTS & MINUTES**

City Council	October 17, 2016
Brownfield Redevelopment Authority	September 20, 2016 & October 18, 2016
Cultural & Historical Commission	June 9, 2016 & September 8, 2016
Daily Cash Receipts	October 13, 2016
Museums Finance Report	September 2016
Retirement Commission	October 20, 2016
Tax Increment Finance Authority	September 20, 2016 & October 18, 2016
Zoning Board of Appeals	October 5, 2016

### **CITIZENS PARTICIPATION**

- Chris Calvin, 466 Sycamore, regarding Firefighters Local 356 letter (agenda item #2)

**RECESS**

**RECONVENE**

---

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, VanBoxell, and Mayor Joseph R. Peterson

Absent: Thomas Woodruff, City Assessor

Also Present: Todd Browning, City Treasurer; William Look, City Attorney; Mark Kowalewski, City Engineer; and Lawrence Stec, City Clerk

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### **HEARINGS**

None

### **FIRST READING OF AN ORDINANCE**

None

### **FINAL READING OF AN ORDINANCE**

- #1435: Chapter 29, Art. II, Sec. 29-23, Section P-114.2 – Fee Schedule; Sewer Tap New

### **RESOLUTIONS**

#### **2016-527 MINUTES**

By Councilperson Fricke, supported by Councilperson Miciura

RESOLVED that the minutes of the meeting held under the date of October 17, 2016, be approved as recorded.

Motion unanimously carried.

#### **2016-528 WPD RESPONSE – 13<sup>TH</sup> STREET SCHOOL CONGESTION**

By Councilperson Fricke, supported by Councilperson Miciura

BE IT RESOLVED that the response from Inspector Zalewski regarding the letter submitted by Ms. Paciorka and read at the October 10, 2016 City Council meeting is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the City Clerk's office will forward Inspector Zalewski's report to the Superintendent of School to provide a report back to the Mayor and Council.

Motion unanimously carried.

#### **2016-529 FIREFIGHTERS LOCAL 356 – MUTUAL AID/LEVEL OF SERVICE**

By Councilperson Fricke, supported by Councilperson Miciura

BE IT RESOLVED that the Council receives the communication from the Wyandotte Fire Fighters Local 356 regarding the Downriver Mutual Aid Agreement & Level of Service and refers said communication to the Fire Chief, City Administrator, and Mayor with a report back to council in 2 weeks (11/14/2016); AND

BE IT FURTHER RESOLVED that the communication will be referred to the City Attorney for review of the current Mutual Aid Agreement.

Motion unanimously carried.

#### **2016-530 HUMAN RESOURCE SPECIALIST HIRING – A. GOUDY**

By Councilperson Fricke, supported by Councilperson Miciura

BE IT RESOLVED that Council acknowledges receipt of the communication from the City Administrator regarding the Human Resource Specialist; AND

CONCURS with the recommendation therein and hereby declares said position vacant and authorizes the filling of such vacancy; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation and approve the hiring of Anne M. Goudy as Human Resource Specialist at salary level 39D contingent on the successful completion of a physical and drug screen examination.

Motion unanimously carried.

**2016-531 TIFA BUDGET AMENDMENT – BISHOP PARK LIGHTING PHASE 2**

By Councilperson Fricke, supported by Councilperson Miciura

WHEREAS, the City of Wyandotte Tax Increment Finance Authority (TIFA) recommends approval of a FY2017 budget amendment for WIRES II Grant matching funds for the Bishop Park Lighting Project – Phase II for the fiscal year totaling \$ 92,930.00; AND

WHEREAS, the proposed amendment for FY2017 would be made from excess revenue and an appropriation of fund balance for which sufficient funds are available; now

THEREFORE, BE IT RESOLVED by the City of Wyandotte City Council approving a FY2017 TIFA budget amendment, totaling \$92,930.00, to fund the required WIRES II Grant match for Phase II of the Bishop Park Lighting Project.

Motion unanimously carried.

**2016-532 MEMORIAL PARK BASEBALL INFIELD TARP PURCHASE**

By Councilperson Fricke, supported by Councilperson Miciura

BE IT RESOLVED that Council concurs with the recommendation of the Superintendent of Recreation and hereby approves the purchase of a field tarp from On Deck Sports in the amount of \$6,620.00, with funds to be paid out of the Memorial Park Improvement Account #101-750-850-560.

Motion unanimously carried.

**2016-533 2016 HOLIDAY LIGHTS CONTRACT – CHRISTMAS TREE LIGHTS**

By Councilperson Fricke, supported by Councilperson Miciura

BE IT RESOLVED that Council Concurs with the Special Event Coordinator to approve the contract for Grosse Ile Lawn and Sprinkler for the lighting of the 2016 Christmas Tree with funds to be paid from the Special Events Misc. Expense Account #285-000-655-039 in the amount of \$1,400.00; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Motion unanimously carried.

**2016-534 HOLIDAY LIGHTS CONTRACT – DDA/DOWNTOWN**

By Councilperson Fricke, supported by Councilperson Miciura

BE IT RESOLVED that Council Concurs with the Special Event Coordinator to approve the contract for Grosse Ile Lawn and Sprinkler for the 2016 Christmas event season with funds to be paid from the DDA Expense Account #499-200-850-522 in the amount of \$40,000.00; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte; AND

BE IT FURTHER RESOLVED that the contract will be sent to the City Attorney for the purpose of adding language to the contract to protect city and private property from any damages.

Motion unanimously carried.

**2016-535 BILLS & ACCOUNTS**

By Councilperson Fricke, supported by Councilperson Miciura

RESOLVED that the total bills and accounts of \$1,260,086.85 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

**2016-536 #1435: NEW SEWER TAP FEES**

By Councilperson Fricke, supported by Councilperson Miciura

**AN ORDINANCE ENTITLED****AN ORDINANCE TO AMEND CHAPTER 29 PLUMBING AND GAS****ARTICLE II. PLUMBING CODE, SEC. 29-23 AMENDMENTS****SECTION P-114.2 FEE SCHEDULE – SEWER TAP NEW****OF THE CITY OF WYANDOTTE****CODE OF ORDINANCES****CITY OF WYANDOTTE ORDAINS:****Section 1.**

Chapter 29, Article II. Plumbing Code, Section 29-23 Amendments, Section P-114.2 Fee Schedule is hereby amending the fee for sewer replacement to the main to read as follows:

**Section P-114.2 Fee Schedule.** The permit fees for sewer tap new shall be as indicated in the following schedule all other fees shall remain unchanged:

Sewer pipe new city sewer being tapped .....\$500.00

**Section 2.**

Nothing in this Ordinance or in the Code hereby adopted shall be construed to affect any suit or proceeding in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy or any character be lost, impaired or affected by this Ordinance.

**Section 3.**

Severability. Should any word, sentence, phrase or any portion of this Ordinance be held in a manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such word, sentence, phrase or any portion of the Ordinance held to be so invalid and shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this Ordinance.

**Section 4.**

Conflicting Ordinances. All prior existing ordinances adopted by the City of Wyandotte inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

**Section 5.**

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and shall be published in within ten (10) days after adoption.

Motion unanimously carried.

**CERTIFICATION**

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the 24<sup>th</sup> day of October, 2016.

**JOSEPH R. PETERSON**, Mayor

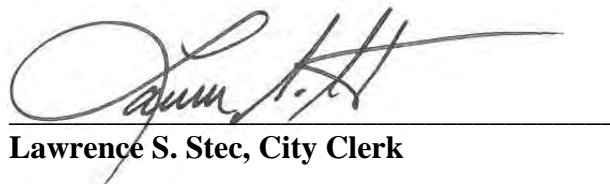
**LAWRENCE STEC**, City Clerk

**2016-537 ADJOURNMENT**

By Councilperson Fricke, supported by Councilperson Miciura

RESOLVED that this regular meeting of the Wyandotte City Council be adjourned at 8:09 p.m.

Motion unanimously carried.



Lawrence S. Stec, City Clerk

CITY OF WYANDOTTE  
BEAUTIFICATION COMMISSION MEETING MINUTES, APPROVED  
OCTOBER 12, 2016

Members Present: John Darin, Chairman, Michael Bak, Noel Galeski, Stephanie Pizzo, Alice Ugljesa

Members Excused: Kelly Dodson, Andrea Fuller, Linda Orta, Bill Summerell

Guest(s): Joseph Gruber, Director, Wyandotte Downtown Development Authority  
April Treece, Wyandotte Community Garden Coordinator

1. Call to Order: The meeting was called to order by John at 6:04 pm.
2. Reading and Approval of Previous Minutes:
  - a. September 14, 2016 Regular Meeting: After review of the minutes, Alice made a motion, seconded by Stephanie, to approve the draft minutes of the September 14, 2016 regular meeting of the Beautification Commission without change. The motion was approved.
3. Approval of Agenda: Motion was made by Alice, seconded by Michael, to approve this meeting's agenda without change. The motion was approved.
4. DDA Presentation and Discussion, Planting City Parking Lot 11: Joe reviewed perceived issues with the general condition and appearance of city parking lot 11, at Oak and 1<sup>st</sup> Streets. There are a number of tree boxes that need to be re-planted, and the area also needs a general clean-up, repair of broken paver bricks and concrete, and weeding. John suggested an on-site review for needs assessment and action planning. After discussion, it was agreed that Joe will meet with John and Alice at 9:00 am next Wednesday, October 19, 2016 to identify urgent needs and develop an action plan. The consensus of the Commission was favorable for this approach.
5. Chairperson's Report:
  - a. Documents: An updated Attendance Log was distributed.
  - b. Pending Beautification Commission Application(s): John reported that there is some interest in the vacant Beautification Commission positions, and that one application is pending.
6. Treasurer's Report:
  - a. Budget Request to DDA for FY 2016-2017 Funding: John reported that City Council approved the FY 2016-2017 DDA/TIF appropriation of \$10,000 for the Beautification Commission at their September 19, 2016 meeting.
  - b. FY 2015-2016 Year-End Expense Report, Final Accounting: The FY 2015-2016 Year-End Expense Report was distributed and reviewed. The DDA-funded account budget balance was exhausted. The GoFundMe year-end account balance was \$623.53. The invoice for the autumn mums hanging basket plantings was received and posted, and it was noted that actual expense (\$607.00) was less than estimated expense (\$640.00).
  - c. FY 2016-2017 YTD Expense Report: The FY 2016-2017 YTD Expense Report was distributed and reviewed. There were posted expenses of \$85.21, \$50.00 for FDR membership renewal and \$35.21 contingency fund expense, leaving a current balance of \$9,914.79 in the DDA-funded budget. There were no expenses posted to GoFundMe proceeds budget portion, leaving a current balance of \$623.53.
7. FY 2016-2017 Operating Expense Budget Development: There was much discussion regarding distribution of operating expense budgeted funds for each operating expense category. Alice developed a listing of proposed new projects, which was distributed and reviewed for reference. The 'Planter Pots & Urn Plantings' category was re-named as 'Seasonal Decorations for All Pots' category. Two additional categories were established: 'Adopt-A-Spot in Wyandotte Signs' and 'Holiday Lighting Awards'. All categories were funded at a level acceptable to each project coordinator. Consensus approval was obtained on the final expense category budgets. The expense category budgets will be distributed at the next meeting for approval.
8. Communications, Event Marketing, & Volunteer Recruitment Report:
  - a. Wyandotte Today Article: Andrea communicated a request to John from the Editor of Wyandotte Today for an article about the Beautification Commission and its activities. Andrea contributed a number of photos for the article, also. The article will be published in the Fourth Quarter 2016 issue of Wyandotte Today. A copy of the article was distributed.



- b. Wyandotte Today Inquiry Regarding Beautification Awards: An inquiry was received from the Advertising Director of Wyandotte Today regarding some recipients of the 2016 beautification awards. Her inquiry was referred to Alice for follow-up.
9. "Adopt-A-Spot in Wyandotte" Program Update:
  - a. Adopt-A-Spot Recognition Signs: John reported that the recognition signs have been ordered, as approved at the September meeting. 7 signs will be produced with volunteer names printed on them. 3 additional signs will be produced with a blank space for an applique with the volunteer's name printed on it to be affixed at a later date.
  - b. Wyandotte Community Church Approval: The Wyandotte Community Church has been informed of their approval to adopt the BASF Gazebo, its planter pots, and its associated flower bed. They were very excited!
10. Community Garden Update: April reported that she has been working on an end-of-the-season communication to the gardeners. She is updating the community garden application, and is also working on updating Program Rules & Terms and Conditions. The end of the gardening season is growing near!
11. Downtown Plantings Update: Noel and Michael offered to coordinate our seasonal downtown plantings and decorations. They reviewed that the planter pots at the arbor, teardrop, and Nanna's Kitchen will be planted in a Fall/Halloween theme.
12. Winter & Holiday Baskets Update: Alice reported that the arbor hanging baskets have been planted with mums for a fall theme, and will be planted with winter and holiday decorations after frost. The free-standing hanging baskets will be dis-assembled and stored at the DPS yard for the winter.
13. Old Business:
  - a. Residential Holiday Lighting Award Program: Michael reported that he and John met with Myssa Saleh, City of Dearborn City Beautiful Program Coordinator regarding the Dearborn AGLOW Program. It was a very good meeting, and provided much insight. Michael is developing program design for review at the November Commission meeting, and implementation immediately thereafter. It will be important to blast the media with announcements to get the message out quickly to the public.
  - b. Special Meeting Wednesday, December 14, 2016: After discussion, it was decided by consensus that the Beautification Commission will hold a Special Meeting on Wednesday, December 14, 2016 at 6:00 pm in the Mayor's Conference Room to review all nominations for Residential Holiday Lighting Awards. John will inform Julie for room scheduling purposes.
14. New Business: There was no New Business to Report.
15. Round-Table Reports and Announcements: There were no Round-Table Reports or Announcements.
16. Next Meeting: The next regular meeting of the Beautification Commission is scheduled for Wednesday, November 9, 2016 at 6:00 pm – 8:00 pm in City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.
17. Adjournment: The meeting was adjourned at 8:00 pm.



---

John M. Darin  
Chairman,  
Wyandotte Beautification Commission

User: ktrudell

Post Date from 10/26/2016 - 10/26/2016 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of Distribution	Amount
-----------	------	---------	-------	--------------------------	--------

O	468522	10/26/2016	ktrudell F2	27TH DIST COURT	
M1			101-000-001-000	101-000-650-010	FINES DIST COURT WYAN 76,536.81
M3			101-000-001-000	101-000-650-012	DIST CT RIVERVIEW CASES 28,140.40
M2			101-000-001-000	101-000-650-011	WORK FORCE-WYANDOTTE 10,261.66
M6			101-000-001-000	101-000-650-017	WORK FORCE-RIVERVIEW 3,357.00
M7			101-000-001-000	101-000-650-018	COURT TECHNOLOGY WYANDOTT 3,795.00
M9			101-000-001-000	101-000-650-020	COURT DRUG TESTING FEES 3,134.00
AS			101-000-001-000	101-000-650-021	COURT SCREENING ASSESSMEN 6,004.00
AW			101-000-001-000	101-000-650-024	CHEMICAL AWARENESS 1,915.00

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133,143.87 CITY CHECK 1043

SEPTEMBER 2016

REC# 897895

O	468523	10/26/2016	ktrudell F2	JOHNSON LAW PLC	
CC			101-000-001-000	101-000-611-000	CHARGES-POLICE GENERAL 30.00
					<hr/> 15.00 CITY CHECK 80313
					<hr/> 15.00 CITY CHECK 80312
					<hr/> 30.00

DEPOSITIONS

REC# 897896

O	468526	10/26/2016	ktrudell F2	WAYNE COUNTY TREAS	
TS			101-000-001-000	101-000-411-085	COUNTY DEL TAX SETTLEMENT 7,500.24 CITY CHECK 2418899

MONTHLY DEL TAX SETTLEMENT

SEPT 2016

REC# 897897

O	468527	10/26/2016	ktrudell F2	CITY OF WYANDOTTE	
EP			731-000-001-000	731-000-392-040	Res. Police & Fire Employe 680.68 CITY CHECK 124455

POLICE DEFINED BENEFIT

REC# 897898

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Total of 4 Receipts 141,354.79

User: ktrudell

Post Date from 10/26/2016 - 10/26/2016 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

## \*\*\* TOTAL OF CREDIT ACCOUNTS \*\*\*

101-000-411-085	COUNTY DEL TAX SETTLEMENT				7,500.24
101-000-611-000	CHARGES-POLICE GENERAL				30.00
101-000-650-010	FINES DIST COURT WYAN				76,536.81
101-000-650-011	WORK FORCE-WYANDOTTE				10,261.66
101-000-650-012	DIST CT RIVERVIEW CASES				28,140.40
101-000-650-017	WORK FORCE-RIVERVIEW				3,357.00
101-000-650-018	COURT TECHNOLOGY WYANDOTT				3,795.00
101-000-650-020	COURT DRUG TESTING FEES				3,134.00
101-000-650-021	COURT SCREENING ASSESSMEN				6,004.00
101-000-650-024	CHEMICAL AWARENESS				1,915.00
731-000-392-040	Res. Police & Fire Employee Contrib				680.68

TOTAL - ALL CREDIT ACCOUNT 141,354.79

## \*\*\* TOTAL OF DEBIT ACCOUNTS \*\*\*

101-000-001-000	Cash				140,674.11
731-000-001-000	Cash				680.68

TOTAL - ALL DEBIT ACCOUNTS 141,354.79

## \*\*\* TOTAL BY FUND \*\*\*

101	General Fund				140,674.11
731	Retirement System Fund				680.68

TOTAL - ALL FUNDS: 141,354.79

## \*\*\* TOTAL BY BANK \*\*\*

GEN	GENERAL OPERATING FUND				
					<u>Tender Code/Desc.</u>
				(CCK) CITY CHECK	140,674.11
					TOTAL:
					140,674.11

RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM

(CCK) CITY CHECK 680.68

TOTAL: 680.68

TOTAL - ALL BANKS: 141,354.79

## \*\*\* TOTAL OF ITEMS TENDERED \*\*\*

					<u>Tender Code/Desc.</u>
				(CCK) CITY CHECK	141,354.79
					TOTAL:
					141,354.79

## \*\*\* TOTAL BY RECEIPT ITEMS \*\*\*

(1)	AS: COURT SCREENING ASSESSMEN				6,004.00
(1)	AW: CHEMICAL AWARENESS				1,915.00
(1)	CC: CHARGES-POLICE GENERAL				30.00
(1)	EP: PD EMPLOYEE PENSION CONTR				680.68
(1)	M1: FINES DIST COURT WYAN				76,536.81
(1)	M2: WORK FORCE-WYANDOTTE				10,261.66
(1)	M3: DIST CT RIVERVIEW CASES				28,140.40
(1)	M6: WORK FORCE-RIVERVIEW				3,357.00
(1)	M7: COURT TECHNOLOGY WYANDOTT				3,795.00
(1)	M9: COURT DRUG TESTING FEES				3,134.00
(1)	TS: COUNTY DEL TAX SETTLEMENT				7,500.24

TOTAL - ALL RECEIPT ITEMS: 141,354.79

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	
O 469055	10/27/2016	ktrudell	F2	MIDWESTERN AUDIT	
XT		101-000-001-000		101-000-041-021    A/R MW AUDIT-RESCUE	16.67 CITY CHECK 19805
RESCUE COLLECTIONS SEPT 2016					
REC# 897899					
O 469057	10/27/2016	ktrudell	F2	LOCAL COMMUNITY STABILIZATION AUTHOR	
MZ		101-000-001-000		101-000-411-091    USE TAX-PA 86-LOCAL COMM S	1,784.65 CITY CHECK 100602
2015 DEBT LOSS REIMB PT.2LC					
REC# 897900					
				Total of 2 Receipts	1,801.32

User: ktrudell

Post Date from 10/27/2016 - 10/27/2016 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

## \*\*\* TOTAL OF CREDIT ACCOUNTS \*\*\*

101-000-041-021 A/R MW AUDIT-RESCUE

101-000-411-091 USE TAX-PA 86-LOCAL COMM STABILIZATION

	16.67
	1,784.65
TOTAL - ALL CREDIT ACCOUNT	1,801.32

## \*\*\* TOTAL OF DEBIT ACCOUNTS \*\*\*

101-000-001-000 Cash

	1,801.32
TOTAL - ALL DEBIT ACCOUNTS	1,801.32

## \*\*\* TOTAL BY FUND \*\*\*

101 General Fund

	1,801.32
TOTAL - ALL FUNDS:	1,801.32

## \*\*\* TOTAL BY BANK \*\*\*

GEN GENERAL OPERATING FUND

Tender Code/Desc.	
(CCK) CITY CHECK	1,801.32

TOTAL:	1,801.32
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TOTAL - ALL BANKS:	1,801.32
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## \*\*\* TOTAL OF ITEMS TENDERED \*\*\*

Tender Code/Desc.	
(CCK) CITY CHECK	1,801.32
TOTAL:	1,801.32

## \*\*\* TOTAL BY RECEIPT ITEMS \*\*\*

(1) MZ: MISC CASH/VARIOUS

(1) XT: A/R MW AUDIT-RESCUE

	1,784.65
	16.67
TOTAL - ALL RECEIPT ITEMS:	1,801.32



11/03/2016 06:30 PM

User: ktrudell

DB: Wyandotte

## RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 1/2

Post Date from 11/03/2016 - 11/03/2016 Open Receipts

Receipt #	Date	Cashier	Wkstn	Received Of Distribution	Amount
O MZ	471329	11/03/2016	ktrudell F2 101-000-001-000	CANON FINANCIAL SERVICES 101-440-825-390 Copier	113.80 CITY CHECK 452419
REFUND FOR CANCELLATION OF INSURANCE ON SCANNER/COPIER IN ENGINEERING REC# 897901					
O MZ MZ	471332	11/03/2016	ktrudell F2 101-000-001-000 101-000-001-000	MICHIGAN BELL/AT&T 101-000-655-047 Misc Receipts-Cable Franch 101-000-068-011 D/T/F Municipal Service (P	31,009.28 12,403.70 <hr/> 43,412.98
					31,009.28 CITY CHECK 1538960
					12,403.70 CITY CHECK 1538960
					<hr/> 43,412.98
FRANCHISE FEE, IN-KIND/PEG FEES JULY 1 - SEPT 30, 2016 REC# 897902					
O EP	471333	11/03/2016	ktrudell F2 731-000-001-000	CITY OF WYANDOTTE 731-000-392-040 Res. Police & Fire Employee	680.63 CITY CHECK 124615
POLICE DEFINED BENEFIT REC# 897903					
Total of 3 Receipts					<hr/> 44,207.41

User: ktrudell

Post Date from 11/03/2016 - 11/03/2016 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

## \*\*\* TOTAL OF CREDIT ACCOUNTS \*\*\*

101-000-068-011 D/T/F Municipal Service (PEG Fees)	12,403.70
101-000-655-047 Misc Receipts-Cable Franchises	31,009.28
101-440-825-390 Copier	113.80
731-000-392-040 Res. Police & Fire Employee Contrib	680.63
TOTAL - ALL CREDIT ACCOUNT	44,207.41

## \*\*\* TOTAL OF DEBIT ACCOUNTS \*\*\*

101-000-001-000 Cash	43,526.78
731-000-001-000 Cash	680.63
TOTAL - ALL DEBIT ACCOUNTS	44,207.41

## \*\*\* TOTAL BY FUND \*\*\*

101 General Fund	43,526.78
731 Retirement System Fund	680.63
TOTAL - ALL FUNDS:	44,207.41

## \*\*\* TOTAL BY BANK \*\*\*

GEN GENERAL OPERATING FUND	
Tender Code/Desc.	
(CCK) CITY CHECK	43,526.78
TOTAL:	43,526.78

## RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM

(CCK) CITY CHECK	680.63
TOTAL:	680.63
TOTAL - ALL BANKS:	44,207.41

## \*\*\* TOTAL OF ITEMS TENDERED \*\*\*

Tender Code/Desc.	
(CCK) CITY CHECK	44,207.41
TOTAL:	44,207.41

## \*\*\* TOTAL BY RECEIPT ITEMS \*\*\*

(1) EP: PD EMPLOYEE PENSION CONTR	680.63
(3) MZ: MISC CASH/VARIOUS	43,526.78
TOTAL - ALL RECEIPT ITEMS:	44,207.41

## ***CITY OF WYANDOTTE FIRE COMMISSION MEETING***

The Fire Commission meeting was held in the 2<sup>nd</sup> Floor Conference Room at Police Headquarters on Tuesday, October 11, 2016. Commissioner Harris called the meeting to order at 6:02 p.m.

### **ROLL CALL:**

Present: Commissioner Harris  
Commissioner Heck  
Commissioner Melzer  
Chief Carley

Recording Secretary: Lynne Matt

### **READING OF JOURNAL**

Motioned by Commissioner Melzer, supported by Commissioner Heck to approve the minutes as recorded for the meeting held on August 23, 2016. Motion carried unanimously.

### **UNFINISHED BUSINESS**

1. *Mutual Aid update*

This item was covered under "Communications Item #3"

### **COMMUNICATIONS**

1. *"Thank You" letter received for assisting in the "2016 Downriver Senior Olympics"*  
Commissioner Melzer motioned to receive letter and place on file, supported by Commissioner Heck. Motion carried.

2. *Request from Wyandotte Fire Fighters – Local 356 requesting permission to hold "Pancake Breakfast/Open House"*  
Chief Carley stated that he went thru Mayor and Council for approval. Event is this Sunday, October 16, 2016, 8 to noon. Commissioner Melzer motioned to receive and place on file, supported by Commissioner Heck. Motion carried.

3. *Letter from Wyandotte Fire Fighters – Local 356*

Chief Carley and Commission continued to discuss and review mutual aid responses. In addition, they discussed the letter from Wyandotte Fire Fighters regarding concerns over increase of mutual aid rescue runs to other cities. As pointed out by Commission they have been aware of this matter due to fact that Chief Carley has been on top of issue and brings up all the time to them. Commission thanked the Union for letter addressing matter and recommends the Fire Fighters and Fire Chief discuss this with the City Administrator & Mayor. Commissioner Melzer motioned to receive and place on file, supported by Commissioner Heck. Motion carried.

**DEPARTMENTAL (continued)**

1. *Wyandotte Fire Department Monthly Report "August 2016"*  
Chief Carley reported that for the month there were a total of 275 rescue runs and that \$129,957.50 was billed out along with 68 fire calls. Commissioner Melzer motioned to receive report and place on file; supported by Commissioner Heck. Motion carried.
2. *Department bills submitted August 25, 2016 in the amount of \$4,701.04*  
*Department bills submitted September 8, 2016 in the amount of \$4,969.16*  
*Department bills submitted September 22, 2016 in the amount of \$8,831.74*  
*Department bills submitted October 6, 2016 in the amount of \$9,982.53*  
Commissioner Melzer motioned to pay bills and accounts submitted as stated above; supported by Commissioner Heck. Roll call; motion carried.
3. *Daily Reports*  
Commissioner Melzer motioned to receive and place on file reports; supported by Commissioner Heck. Motion carried.

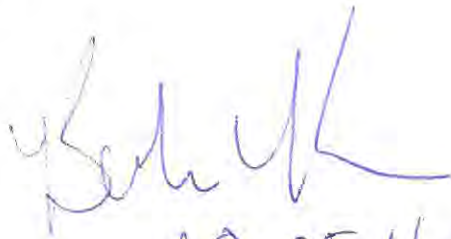
**ADJOURNMENT**

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:54 p.m.

Respectfully submitted,

Bobie Heck  
Secretary

MI/lm



10.25.16

# City of Wyandotte

## Police Commission Meeting

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Regular Commission Meeting  
October 11, 2016

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### ROLL CALL

Present:                   Inspector Brian Zalewski  
                                Commissioner John Harris  
                                Commissioner Doug Melzer  
                                Commissioner Bobie Heck

Absent:                    Chief Daniel Grant (excused)

Others Present:         None

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 7:00 p.m.

The Minutes from the regular Police Commission meeting on August 23, 2016, were presented.

Melzer moved, Heck seconded,  
CARRIED, to approve the regular minutes of August 23, 2016, as presented.

### UNFINISHED BUSINESS

NONE

### COMMUNICATIONS

1. **Thank You Card** – Thank You Card from Wyatt Hall to the Police Department thanking them for the tour of the facilities and the “gifts” he received.

Wyatt is the young man who used his lemonade stand funds to purchase meals for our officers one evening.

The Commissioners thought the circumstances surrounding this whole event were very nice.

Melzer moved, Heck seconded,  
CARRIED, to receive the correspondence and place on file.

2. **Thank You Letter** – August 23, 2016 letter from M. Roy Wilson, President, Wayne State University to Chief Dan Grant thanking him for his help in making the second annual Baroudeur a big success.

Our Department blocked off the streets in Wyandotte as the bikers proceeded through our community.



Wayne State University was very appreciative of our assistance during this event.

Melzer moved, Heck seconded,  
CARRIED, to receive the correspondence and place on file.

## **DEPARTMENTAL**

### **1. Citizen Evaluation of Services**

Officer Sawmiller received an excellent review from this citizen. He also received a Job-Well-Done letter from Chief Grant which will be placed in his file.

Melzer moved, Heck seconded,  
CARRIED, to receive the Citizen Evaluation of Services response and place on file.

### **2. Detective Promotion**

Detective Yoscovits is retiring from the Department as of November 1, 2016. He has accepted a position with Wayne County working in the cold case unit.

Since Detective Yoscovits will be retiring, there will be a vacancy in the Detective Bureau. Inspector Zalewski Grant would like the Commissioners' approval to promote an officer to fill that vacancy.

Officers must pass a test in order to move into a detective's position. The Department currently has an established list of officers eligible to be promoted.

Melzer moved, Heck seconded,  
CARRIED, to approve the promotion of a qualified officer to detective status in view of the vacancy which will be created by Detective Yoscovits' impending retirement.

### **3. Donation to the Department**

Pastor Grenz from Trinity Lutheran Church delivered a check to the Department to be used as the Department sees fit. The monies were collected from the congregation as a means of saying thank you to the police officers and the Department for our participation in an event recently held at the church.

Several officers showed up either in their patrol vehicles or on their motorcycles. Officer Groat also made a special appearance with K9 Ice.

Melzer moved, Heck seconded,  
CARRIED, to acknowledge Trinity Lutheran's donation and offer their thanks and gratitude to the pastor and congregation for their generous act of kindness.

### **4. Recommendations for Officers' Awards**

Inspector Zalewski explained that the Awards Committee was reestablished after several years of being inactive. The members of that Committee consist of Lt. Hamilton, Det. Sgt. Weise, Records Supervisor, Alice Baker, Detective Yoscovits and Inspector Zalewski.

Inspector Zalewski asked the Commissioners to approve the Committee's recommendations to present four separate awards to the deserving Officers who went "above and beyond the call of duty." The incidents ranged from changing a flat tire for a citizen, to an active shooter situation, to a SWAT callout involving a shooting, to rescuing an elderly woman from her submerged van in a local creek.

The Commissioners thought this was a wonderful way to acknowledge our officers and their extraordinary efforts. They inquired as to when and how the awards would be distributed. Inspector Zalewski indicated a Department gathering will be held where the Officers could be recognized in front of their peers. Inspector Zalewski will keep the Commissioners informed of when and where this event will be held.

Melzer moved, Heck seconded,

CARRIED, to accept the Awards Committee recommendations and present the awards to the Officers as outlined by Inspector Zalewski.

#### **5. Police Statistics – August 2016, September 2016, Year-To-Date**

Nothing stands out in the latest statistics.

Melzer moved, Heck seconded,

CARRIED, to receive the August 2016, September 2016 and Year-To-Date police statistics and place on file.

#### **6. Traffic Control Orders**

##### **a) Application for Handicap Signs – 2289 9<sup>th</sup>**

This application involves a rental home which does not have a driveway.

##### **b) No Parking Signs - 580 Poplar**

This request involves addressing an ongoing neighbor dispute where the property owner at 580 Poplar was continuously denied the use of his driveway due to the actions of his neighbors.

##### **c) No Left Turn Sign, Traffic and Parking Lines – Oak & Fort St.**

This request involves implementing preventative measures to lessen the probability of accidents where motorists are trying to turn into the gas station at this particular intersection.

##### **d) No Parking Signs, 7a-4p on School Days – East side of 15<sup>th</sup> from Wilson Jr. High parking lot north to Goddard Rd.**

This request involves trying to alleviate the traffic congestion at Wilson Jr. High on school days during school hours.

##### **e) One Way and Do Not Enter Signs – Alley behind the businesses east of Biddle between Oak and Elm**

This request involves trying to protect pedestrians in the area while they are visiting/eating/shopping at the local businesses.

Melzer moved, Heck seconded,  
CARRIED, to approve all of the Traffic Orders as presented by Inspector Zalewski.

## **7. LCC Compliance Checks**

Detective Yoscovits participates with the Party Patrol, which is the entity responsible for conducting these particular compliance checks. It is a grant funded program which sends underage decoys into the various establishments to see if liquor will be illegally sold to minors.

During this current operation, 15 of the 17 establishments were in compliance and did not sell to the minors.

Melzer moved, Heck seconded,  
CARRIED, to receive the documentation on the LCC Compliance Checks and place on file.

## **8. Bills and Accounts – September 13, 2016 \$54,621.93, September 27, 2016 \$3,876.15, October 11, 2016, \$41,717.80**

Melzer moved, Heck seconded,  
A Roll Call was held and the Motion  
CARRIED, to unanimously approve payment of the bills for September 13, 2016 \$54,621.93, September 27, 2016 \$3,876.15, October 11, 2016, \$41,717.80

## **NEW BUSINESS**

### **1. Police Applicants**

Inspector Zalewski said there were originally 17 or 18 applicants which were narrowed down to 8 or 9 after the preliminary background checks. The 8 or 9 remaining applicants were invited to participate in the upcoming physical agility test scheduled for October 20<sup>th</sup>. Those passing the physical agility test will be invited to an oral interview.

### **2. Recruiting Brochure**

Inspector Zalewski shared with the Commissioners a new, high gloss brochure he developed with the hopes of attracting new recruits to our Department.

### **3. MCOLES 302 Funding**

Commissioner Harris asked if the MCOLES 302 grant money is still available for training our officers. Inspector Zalewski indicated the funding would be coming to an end very shortly, and that the Department had increased its current fiscal year Education budget to help offset the loss of these training grant funds.

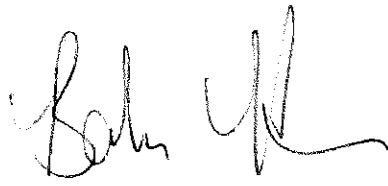
*Members of the Audience*

**ADJOURNMENT**

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 7:51 p.m.

Melzer moved, Heck seconded,  
CARRIED, to adjourn meeting at 7:51 p.m.

Laura Allen  
Administrative Assistant  
Wyandotte Police Department



10-25-16

# City of Wyandotte

## Police Commission Meeting

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Regular Commission Meeting  
October 25, 2016

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### ROLL CALL

Present: Chief Daniel Grant  
Commissioner John Harris  
Commissioner Doug Melzer  
Commissioner Bobie Heck

Absent: None

Others Present: Inspector Brian Zalewski

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:15 p.m.

The Minutes from the regular Police Commission meeting on October 11, 2016, were presented.

Melzer moved, Heck seconded,  
CARRIED, to approve the regular minutes of October 11, 2016, as presented.

### UNFINISHED BUSINESS

NONE

### COMMUNICATIONS

NONE

### DEPARTMENTAL

#### **1. Cadet Program Promotions**

The promotions actually went into effect as of September 11, 2016.

There are currently 23 cadets in the program, approximately half of which are in high school, and the other half are in college. They are all studying Criminal Justice programs.

The cadets meet bi-monthly.

The cadets are trained and ultimately compete in various categories against several other regional groups at an annual state event.

Cadets are allowed in the program until their 21<sup>st</sup> birthday.



Officer Sabo congratulated each of the cadets and presented them with certificates. The cadets which attended the Commission meeting were recognized with the following promotional rankings:

- Joseph Holser – Cadet Advisor
- Aaron Worley – Cadet Major
- Elizabeth Olson – Cadet Captain
- Kevin Koberg – Cadet Captain
- Caitlin Toth – Cadet Lieutenant
- Abigail Eggleton – Cadet Sergeant
- Brodey Riddle – Cadet Corporal
- Joshua Kish – Cadet Corporal
- Skyleigh Chavez – Cadet Corporal

Almost all of the cadets live in Wyandotte, but the program encompasses all 19 Downriver communities.

The Commissioners asked the cadets various questions about their training and offered their congratulations to each of them on their promotions and involvement in the cadet program.

## **2. Purchase of New Vehicle for Animal Control**

The vehicle Inspector Zalewski would like to replace is a 2009 Ford which is in bad shape and heavily rusted.

The Department would like to purchase a new vehicle for the DCAC from Gorno Ford which is part of the MI Deal program.

This vehicle was budgeted for and is actually priced \$500 below budget.

Melzer moved, Heck seconded,  
CARRIED, to approve the purchase of the new vehicle for the Downriver Central Animal Control as presented.

## **3. Awarding of Duty Firearm to Retiree Jerome Yoscovits**

Detective Yoscovits indicated he will be retiring as of November 1, 2016. Therefore, the Department would like to award him with his duty firearm as recognition for his years of service.

Officer Yoscovits must sign a waiver form to receive the weapon.

Melzer moved, Heck seconded,  
CARRIED, to approve awarding Detective Jerome Yoscovits with his duty weapon upon his retirement on November 1, 2016.

## **4. Physical Fitness Bonus Program**

Chief Grant handed out documentation indicating which level each participant achieved during the physical fitness testing.

This is the first time the Department has had female officers participating in the fitness testing. The females have a little lighter standard for passing the push-ups and mile run portions of the testing program.

The Commissioners offered their congratulations to each of the participants.

Melzer moved, Heck seconded,  
CARRIED, to receive the results of the October 2016 Physical Fitness Bonus Program and place on file.

#### **5. Update on Police Candidates**

All of the recent hires are doing very well.

The potential candidates participated in the physical fitness testing; one failed and the other four are coming in for oral interviews this Friday.

Other applicants did not pass the initial background check and were not invited to the physical fitness testing.

The Department still needs to fill 3 patrol officer positions.

#### **6. Recommendation of Halloween Trick or Treat Hours**

Melzer moved, Heck seconded,  
CARRIED, to approve the Trick or Treat Hours from 5:30 p.m. to 7:30 p.m. on October 31, 2016.

#### **7. Bills and Accounts – October 25, 2016, \$13,561.86**

Melzer moved, Heck seconded,  
A Roll Call was held and the Motion  
CARRIED, to unanimously approve payment of the bills for October 25, 2016, \$13,561.86

### **NEW BUSINESS**

#### **1. Dispatcher Discipline**

The Chief and the Inspector discussed a disciplinary issue with the Commission concerning one of the Dispatchers. The Commission agreed on the discipline that will be implemented.

Melzer moved, Heck seconded,  
CARRIED, to approve Chief Grant's recommendation on disciplinary action.

*Members of the Audience*

**ADJOURNMENT**

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 7:00 p.m.

Melzer moved, Heck seconded,  
CARRIED, to adjourn meeting at 7:00 p.m.

Laura Allen  
Administrative Assistant  
Wyandotte Police Department



DRAFT

## **WYANDOTTE RECREATION COMMISSION**

A meeting of the Wyandotte Recreation Commission was called to order on Tuesday, October 11, 2016 at 7:30 pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

### **Members Present:**

President Wally Merritt  
Vice President Margaret Loya  
Commissioner Rob DeSana  
Commissioner Ronco

### **Also Present:**

Sup't of Recreation Justin N. Lanagan

### **Excused:**

Commissioner Ron Adams  
Recreation Secretary Aimee Garbin

A motion was made by Vice President Loya and supported by Commissioner DeSana to approve the minutes of the previous meeting.

### **PERSONS IN THE AUDIENCE:**

None

### **CORRESPONDENCE:**

1. Thank you letter from UAW Local 3000 thanking Superintendent Lanagan for the Golf Gift Certificate donation for their 2016 Wounded Warriors Family Support Golf Outing.
2. Thank you letter from The Salvation Army thanking Superintendent Lanagan for the Surplus Food donation during the month of September 2016.

### **INTERDEPARTMENTAL:**

None

### **COUNCIL RESOLUTIONS:**

1. Council Resolution dated September 12, 2016 approving Yack Arena contracts for the St. Vincent Pallotti Spring Fling Festival May 12 & 13, 2017, the Guru Purnima July 6 – 9, 2017 and the Koeller Wedding Reception for July 22, 2017.
2. Council Resolution dated September 12, 2016 approving the use of Bishop Park for the Our Lady of Fatima Rosary Rally on October 15, 2016.
3. Council Resolution dated October 3, 2016 approving and recognizing Pulaski Day on October 9, 2016.

### **REPORTS AND MINUTES:**

Arena Report September 2016: \$257.00 Open Skating....\$7,388.50 Ice Rental....  
\$2,189.65 Concession....6, 063.25 Skating Lessons.... \$640.00 Summer Events  
Account Breakdown Pay Period ending 9/4/2016 & 9/18/2016  
Tele-care Report September 2016  
Golf Report September 2016.....\$35,328.00  
Senior Van Report August & September 2016  
Open Skate Report September 6, 2016 – September 30, 2016.....\$296.00  
Senior Friendship Club Minutes June 2016  
Senior Friendship Club July, August & September 2016 Treasurers Report

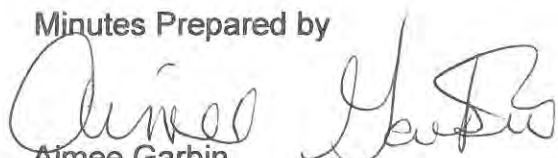
### **SPECIAL ORDER:**

Commission discussed with Superintendent Lanagan:

- Superintendent Lanagan stated over the past month that he and Commissioner DeSana have surveyed the parks and buildings under Recreation control. Together they created a list of items that need to be addressed, some are merely cosmetic and some are wish list items when funds become available. Commissioner Desana will type up a list of his findings in a letter and share it with the Commission and the Mayor. President Merritt and Commissioner Ronco both inquired about volunteers to help with painting park fences and general repairs.
- Superintendent Lanagan gave several updates pertaining to the parks. He is waiting on the Engineering Department to get the specs out for bid for the repair/replacement of the park shelter roofs at a majority of our parks. Superintendent Lanagan stated he hope at least four pavilion park roofs will be repaired or replaced in FY17. At Bishop Park, 12 new composite benches have been installed. The wooden, elevated platform has been torn down and a cement pad was poured in its place. Six new composite picnic tables were installed and anchored to the concrete. Superintendent Lanagan stated a new swing called an Expression swing has been installed at Bishop Park and Pulaski Park. It is a swing where Mom or dad can swing with baby and see their facial expressions as they swing. Superintendent Lanagan stated there has been extremely positive feedback on social media in regards to the swings.
- Commissioner DeSana provided an update on the new Skills and drills program. Commissioner DeSana stated he has had a good turn out with an average of 22 children for 3<sup>rd</sup> and 4<sup>th</sup> graders and an average of 13 for 5<sup>th</sup> and 6<sup>th</sup> graders. Superintendent Lanagan stated there are 49 3<sup>rd</sup> and 4<sup>th</sup> grade girls signed up for the 2016 Girls Basketball season of which 10 girls are currently enrolled in the Skills and Drills program. Also, there are 47 5<sup>th</sup> and 6<sup>th</sup> grade girls signed up for the 2016 Girls Basketball season of which 14 girls are currently enrolled in the Skills and Drills program. Superintendent Lanagan stated the coaches meeting for the girls basketball season will be held on Thursday, October 20<sup>th</sup> and he has begun to inform the coaches of rule changes. .

There being no further business to discuss, a motion was made by Commissioner Ronco and supported by Vice President Loya to adjourn the meeting at 8:13 pm.

Minutes Prepared by

  
Aimee Garbin  
Recreation Secretary

Authorized by

  
Justin Lanagan  
Superintendent of Recreation

2016 Wyandotte Recreation Commission Meetings – 2<sup>nd</sup> Tuesday @ 7:30 pm @ Yack Arena

**November 15<sup>th</sup> Special Exception**  
December 13<sup>th</sup>