



AGENDA

REGULAR SESSION

MONDAY, DECEMBER 12, 2016 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE LEONARD SABUDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MINUTES

PRESENTATIONS

- Rob Woelkers of Biddle Bowl to the Wyandotte Goodfellows

UNFINISHED BUSINESS

1. Traffic Control Order 2016-09 – Maple Street Traffic Flow Modification

COMMUNICATIONS MISCELLANEOUS

2. Downriver Council for the Arts Non-Profit Status Request
3. Tent Permit Request – 507 Biddle

PERSONS IN THE AUDIENCE

NEW BUSINESS (ELECTED OFFICIALS)

COMMUNICATION FROM CITY AND OTHER OFFICIALS

4. Tree Trimming Bid Award – WMS
5. Purchase of Property – 558 Bondie

REPORTS & MINUTES

City Council

December 5, 2016

Recreation Commission

November 15, 2016

BILLS & ACCOUNTS

CITIZENS PARTICIPATION

RECESS & RECONVENE

HEARING

- SAD #943: Reconstruction of Maple Street between Biddle Ave. & Alley West of Van Alstyne

FIRST & FINAL READING OF AN ORDINANCE

- #1441: Determining the Salary of the City Assessor
- #1442: Determining the Salary of the City Treasurer

RESOLUTIONS

ADJOURNMENT

PRESENTATION

OFFICIALS

Thomas Woodruff
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
TREASURER



JOSEPH R. PETERSON
MAYOR

COUNCIL

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

TO: Beth Lekity
Deputy City Clerk

FROM: Julie Sadlowski
Office of the Mayor & City Council

DATE: December 2, 2016

SUBJECT: Presentation at 12/12/16 Council Meeting

Monday, December 12, 2016

**Presentation by Rob Woelkers of Biddle Bowl to the
Wyandotte Goodfellows.**

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

Thank you.

MAYOR
Joseph R. Peterson

CITY CLERK
Lawrence S. Stec

TREASURER
Todd M. Browning

CITY ASSESSOR
Thomas R. Woodruff



DANIEL J. GRANT
CHIEF OF POLICE

Agenda Item #1

CITY COUNCIL

Sheri Sutherby Fricke

Daniel E. Galeski

Ted Miciura, Jr.

Leonard T. Sabuda

Donald C. Schultz

Kevin VanBoxell

November 15, 2016

Mayor and City Council
City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

Dear Honorable Mayor and City Council Members:

SUBJECT: TRAFFIC CONTROL ORDER 2016-09

After review, Inspector Zalewski recommends the installation of "One Way Signs" on Maple Street directing traffic west between Biddle Avenue and Van Alstyne St., Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Inspector Zalewski, this letter serves as a recommendation for Council support of Traffic Control Order 2016-09 as specified on said order.

If there are any additional questions, please feel free to contact my office at extension 4424.

Sincerely,

Daniel J. Grant
Chief of Police

City of Wyandotte

Traffic Control Order

TRAFFIC CONTROL ORDER # **2016-09**

Parking ☐
Speed ☐
Signs to be installed ☒
Other ☐

[Traffic C.doc](#)

ORDER TO PLACE SIGNS REGULATING TRAFFIC

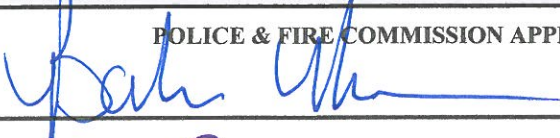
The Police and Fire Commission, after having caused an engineering and traffic investigation to be conducted, do hereby direct pursuant to the City of Wyandotte Michigan Code of Ordinance, Chapter 35, Article II, and in conformance with the Michigan Uniform Traffic Code, as amended and adopted by the City of Wyandotte, Michigan,:

The installation of:

- “One Way Signs” directing traffic west on Maple Street between Biddle Avenue and Van Alstyne St.

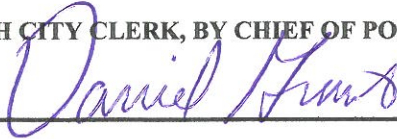
This Traffic Control Order shall be filed in the Office of the City Clerk, City of Wyandotte, Michigan.

POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN



DATE: 11-15-16

FILED WITH CITY CLERK, BY CHIEF OF POLICE DANIEL GRANT, CITY OF WYANDOTTE, MICHIGAN



DATE: 11-16-16

CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN

DATE: _____

CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign_Removal»

Reason: «Note»

Amendment Approved by the Police & Fire Commission

Date: _____

Signature _____

Copy Forwarded To: Wyandotte City Clerk and Department of Public Works



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.

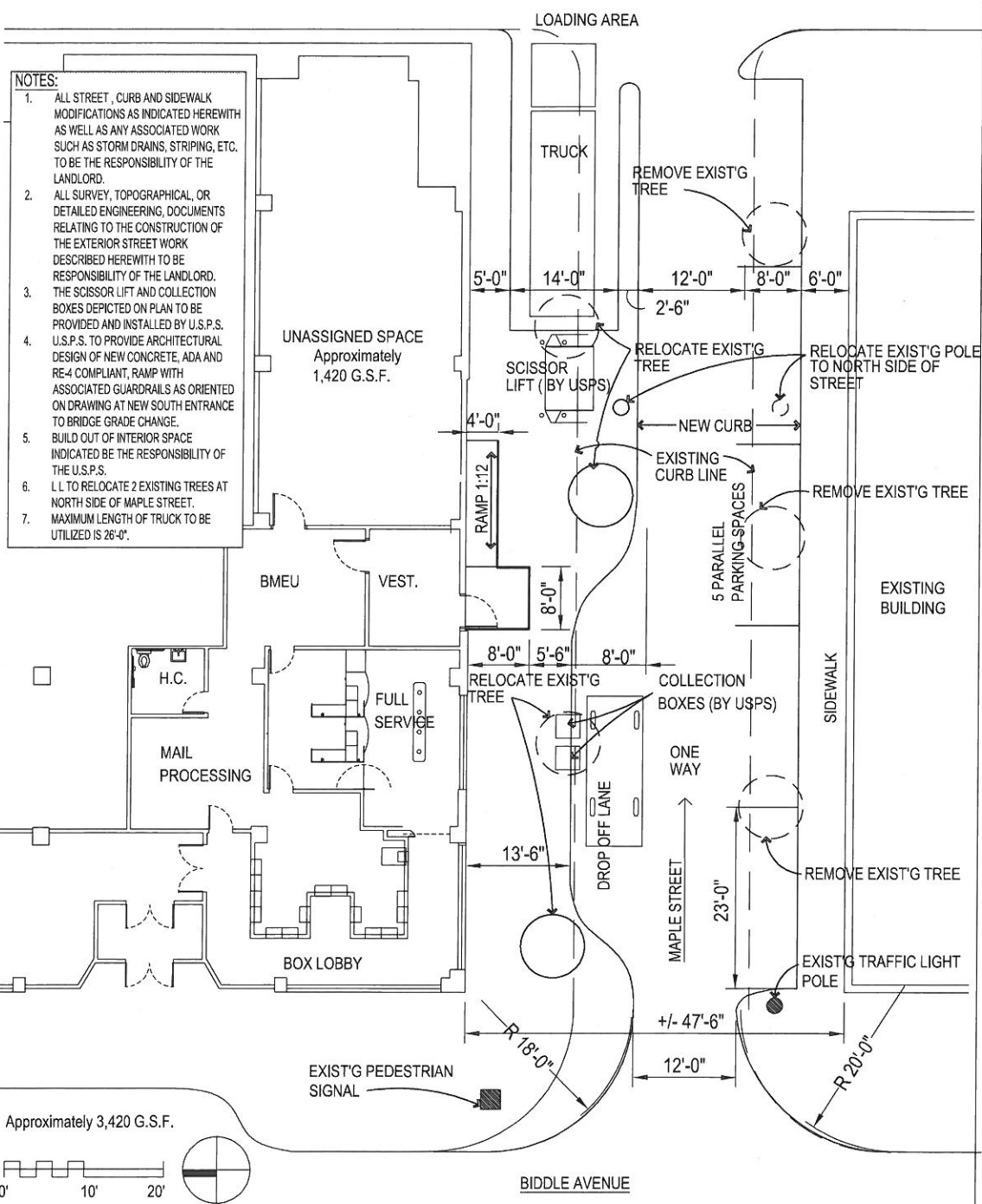
If you have any questions, feel free to give me a call at 303-264-0412. We look forward to working with you and your staff on this project.

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 248 352 0099 f 248 352 0088 www.sta-architects.com

RESOLUTION

DATE: December 12, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of Inspector Zalewski as set forth in Traffic Control Order 2016-09 for the installation of “One Way” signs on Maple Street directing traffic west between Biddle Avenue and Van Alstyne St., Wyandotte, MI, 48192.

BE IT FURTHER RESOLVED that the Department of Public Service be directed to install same.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS

Agenda Item #2

Mayor and City Council:

The Downriver Council for the Arts is requesting that the City of Wyandotte recognize them as a nonprofit organization operating in the City of Wyandotte for the purpose of obtaining a charitable gaming license.

Enclosed, please find a copy of information submitted by Erin Suess, Executive Director of the DCA, pertaining to the organization and a copy of the Local Governing Body Resolution for Charitable Gaming Licenses, which needs to be executed and returned to the DCA so that they may submit it to the Charitable Gaming Division of the Michigan Lottery.

Thank you for your help in this matter.

Beth Lekity
Deputy City Clerk

On behalf of:
Erin Suess
Executive Director
Downriver Council for the Arts



QUALIFICATION INFORMATION

The organization must complete this form and submit with the qualification documents. **If this form does not accompany the qualification documents, documents will be returned to contact person.** This will delay processing. Any misrepresentation is grounds for denial.

Please check the appropriate box(es) for the license you wish to obtain. <input type="checkbox"/> Millionaire Party <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Charity Game Ticket				Application(s) and fee(s) enclosed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
1. Name of Organization <i>Downriver Council for the Arts</i>				DCA # <i>115407</i>	
2. Doing Business As (DBA) (if applicable)				3. US Federal Employer Identification Number <i>38-2862887</i>	
4. Organization Physical Address <i>81 Chestnut</i>					
City <i>Wyandotte</i>		State <i>MI</i>	Zip <i>48192</i>	County <i>Wayne</i>	
5. Organization Mailing Address <input checked="" type="checkbox"/> Same as Physical Address					
City		State	Zip	County	
6. Telephone Number <i>734-720-0671</i>		7. Fax Number <i>734-720-0672</i>		8. Date Organization Established <i>1978</i>	
9. Briefly describe the purpose of the organization <i>Advocating + promoting the arts + providing opportunities for involvement and participation in the arts in Southeast Michigan.</i>					
10. Name of Authorized Contact Person <i>Erin Suess</i>			11. Authorized contact person's position or role with organization <i>Executive Director</i>		
12. Mailing Address <i>81 Chestnut</i>					
City <i>Wyandotte</i>		State <i>MI</i>	Zip <i>48192</i>	County <i>Wayne</i>	
13. Email Address <i>esuess@downriverarts.org</i>		14. Telephone Number <i>734-720-0671</i>		15. Fax Number <i>734-720-0672</i>	
The undersigned hereby certifies that the representations, information and data, presented are true, accurate and complete to the best of the undersigned's knowledge. <i>The undersigned understands that failure to answer truthfully, completely and accurately could preclude the organization from receiving an approval to obtain a gaming license.</i>					
Authorized Contact Signature <i>[Signature]</i>				Date <i>12/6/16</i>	
Print Name and Title <i>Erin K. Suess, Executive Director</i>					

PLEASE READ CAREFULLY

If you are qualifying for a millionaire party license, mail this completed form and the required qualification documentation to Michigan Gaming Control Board, PO Box 30786, Lansing, MI 48909.

If you are qualifying for a raffle, bingo, or charity game ticket license, mail this completed form and the required qualification documentation to Charitable Gaming Division, PO Box 30023, Lansing, MI 48909.

If you are qualifying for a millionaire party **AND** raffle, bingo, or charity game license, you must submit copies of this form and all qualification documents to **BOTH** agencies.



LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Downriver Council for the Arts of Wyandotte,
NAME OF ORGANIZATION CITY

county of Wayne, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

ADOPTED 8/17/04

DOWNRIVER COUNCIL FOR THE ARTS BY LAWS

ARTICLE I NAME OF ORGANIZATION; OFFICES

SECTION 1. The Name of this Corporation shall be the Downriver Council for the Arts, known as the "DCA". The DCA is incorporated in the State of Michigan as a private, not-for-profit organization.

SECTION 2. REGISTERED OFFICE. The registered office of the DCA shall be in the City of Taylor, at 20904 Northline Road, Taylor, MI 48180, County of Wayne, State of Michigan, or in such other location in the State of Michigan as the board of directors may from time to time determine.

SECTION 3. OTHER OFFICES. The DCA may also have offices at such other locations as the board of directors may from time to time determine or the business of the DCA may require.

ARTICLE II PURPOSES

SECTION 1. The purposes of the DCA are to provide arts-related support and leadership to the Downriver communities as follows:

- Advocate for and promote the arts in the Downriver communities;
- Provide opportunities for involvement and participation in the arts and cultural activities to persons and organizations in the Downriver communities;
- Provide support and services to individual artists and arts organizations in the Downriver communities;
- Provide support for arts education in Downriver schools and in the community;
- Provide support for the economic development of the Downriver communities through the arts.

SECTION 2. The DCA shall establish programs, procedures and revenue sources appropriate to fulfilling its purpose while at all times complying with Section 501 (c) (3) and related sections of the Internal Revenue Code of 1954, as amended, and in compliance with all laws and regulations that apply to its activities.

ARTICLE III DIRECTORS

SECTION 1. FUNCTIONS. Except as specifically provided in the DCA's Articles of Incorporation or these bylaws, all rights, powers, duties, and responsibilities relative to the

management and control of the DCA's property, activities, and affairs are vested in the board of directors.

SECTION 2. NUMBER OF DIRECTORS. The board of directors shall be comprised of not less than fifteen (15) nor more than thirty six (36). As of August 3, 2004, the board consists of twenty-seven (27) directors. Thereafter, the number of directors shall be determined at the regular annual meeting by vote of the board of directors prior to election of directors; in the absence of a vote to change the number of directors, the board shall consist of the same number of directors as were elected for the preceding year. The board of directors may also increase or decrease the number of directors at any meeting of the board of directors or by a written consent in lieu thereof.

SECTION 3. COMPOSITION. The board of directors shall include, as permanent seats, a minimum of two (2) representatives of local government and two (2) representatives of the businesses community. These representatives shall be exempted from term limits and committee participation. The board of directors may also exempt other directors from these requirements when it is deemed to be in the best interest of the DCA to do so.

SECTION 4. TERM OF OFFICE. The directors of the DCA shall serve no more than two (2) consecutive terms of three (3) years per term. Terms shall be served on a staggered basis. A person who has served two consecutive terms may be nominated again for the board of directors only after one (1) years. This provision does not apply to any director serving their first term on August 17, 2004. Directors serving their second term on that date may serve one (1) additional term. Any person who has served as director may continue to serve as honorary director as specified elsewhere in these bylaws. A director shall hold office for the term for which he or she is elected and until his or her successor is elected, or until his or her resignation or removal.

SECTION 5. VACANCIES. Unless otherwise limited by the Articles of Incorporation or bylaws, if a vacancy, including a vacancy resulting from an increase in the number of directors, occurs in the board of directors, the vacancy may be filled by the affirmative vote of a majority of the remaining directors.

SECTION 6. REMOVAL. Any director may be removed at any time, with cause, by vote of at least two-thirds of the directors present at a meeting of the board of directors called specifically for that purpose.

SECTION 7. RESIGNATION. A director may resign by written notice to the board of directors. The resignation is effective upon its receipt by the board of directors or a subsequent time as set forth in the notice of resignation.

SECTION 8. LOCATION OF MEETINGS. Regular or special meetings of the board of directors may be held at any location determined by the board of directors.

SECTION 9. REGULAR MEETINGS OF BOARD. Commencing with the year 2004, the regular annual meeting of board of directors for election of directors and officers and for such other business as the board of directors may decide to consider, shall be held on the first Tuesday

of December, at 12:30 p.m., local time, or at such other date and time as shall be determined from time to time by the board of directors. Other regular meetings of the board of directors may be held at such time and at such place as shall from time to time be determined by the board and shall be held at least quarterly. Notice of regular meetings of the board of directors shall be provided to directors no less than seven (7) days prior to the date of the meeting at their last known address. Pursuant to Article IV below, electronic notice of such meetings, including by electronic mail or fax, shall be deemed sufficient notice. Where a regular meeting is announced at another meeting of the board of directors, such announcement shall constitute notice to all directors present.

SECTION 10. SPECIAL MEETINGS OF BOARD. Any special meeting of the board of directors may be called by the President, and shall be called by the Secretary within ten days of the written request of any two directors, at any time by means of notice of the time and place thereof to each director, given not less than 24 hours before the time such special meeting is to be held.

SECTION 11. COMMITTEES OF DIRECTORS.

(a) **EXECUTIVE COMMITTEE.** There shall be an executive committee composed of the officers of the DCA and such other directors as the board of directors shall by resolution prescribe. The executive committee shall exercise, to the extent prescribed by the board of directors, the functions of the board of directors when it is not in session. All actions of the executive committee shall be reported to the board of directors. The executive committee shall be charged with oversight and direction of any and all staff employed by the DCA, and the day-to-day operations of the DCA's offices and affairs. The executive committee shall also be charged with coordination of, and communication between, all other committees. The executive committee shall meet as necessary and engage in such activities as may be required to fulfill its obligations under these by-laws.

(b) **NOMINATING COMMITTEE.** There shall be a nominating committee, which shall consist of not less than three (3) nor more than five (5) directors selected by the board of directors not later than 60 days prior to each regular annual meeting of the board of directors. The nominating committee shall have the duty to nominate those persons who are best suited to be members of the board of directors in order to accomplish the objectives of the DCA as stated herein. It shall also be the duty of the nominating committee to nominate officers to direct the DCA toward those objectives. The nominating committee shall meet as necessary and engage in such activities as may be required to fulfill its obligations under these by-laws, and shall report on its activities to the executive committee and to the board of directors.

(c) **DEVELOPMENT COMMITTEE.** There shall be a development committee, composed of such directors as the board of directors may determine. The development committee shall be responsible for identifying, developing and maintaining funding resources for the DCA and shall manage and direct all fund raising activities which the DCA or any of its directors, staff, members, volunteers, or associated organizations may undertake. The development committee shall meet as necessary and engage in such activities as may be required to fulfill its obligations

under these by-laws, and shall report on its activities to the executive committee and to the board of directors .

(d) PROGRAMS COMMITTEE. There shall be a programs committee, composed of such directors as the board of directors may determine. The programs committee shall be responsible for identifying, developing and maintaining all programs for the DCA to undertake consistent with its mission, and shall manage and direct all related activities which the DCA or any of its directors, staff, members, volunteers, or associated organizations may undertake. The programs committee shall meet as necessary and engage in such activities as may be required to fulfill its obligations under these by-laws, and shall report on its activities to the executive committee and to the board of directors .

(e) VOLUNTEER COMMITTEE. There shall be a volunteer committee, composed of such directors as the board of directors may determine. The volunteer committee shall be responsible for identifying, developing and maintaining a volunteer corps for the DCA to assist it with its activities and the work of the various committees. The volunteer committee shall meet as necessary and engage in such activities as may be required to fulfill its obligations under these by-laws, and shall report on its activities to the executive committee and to the board of directors.

(f) MEMBERSHIP COMMITTEE. There shall be a membership committee, composed of such directors as the board of directors may determine. The membership committee shall be responsible for identifying, developing and maintaining the membership of the DCA to assist it with its activities and the work of the various committees. The membership committee shall meet as necessary and engage in such activities as may be required to fulfill its obligations under these by-laws, and shall report on its activities to the executive committee and to the board of directors.

(g) STANDING COMMITTEES. The board of directors may designate other standing committees from time to time, each committee to consist of one or more of the directors of the DCA. Each such standing committee shall have and may exercise such powers as the board of directors may prescribe.

SECTION 12. SPECIAL COMMITTEES. The board of directors may from time to time create or dissolve one or more special committees. The chairperson of each special committee shall be a member of the board of directors but other members of the committee need not be directors. Special committees shall not exercise the powers and authority of the board of directors but shall have such duties and powers as the board of directors may prescribe.

SECTION 13. COMMITTEES, COMPOSITION, POWER AND AUTHORITY.

(a) COMPOSITION. The board may designate one or more directors as alternate members of any committee, who may replace an absent or disqualified member at a meeting of the committee. The chair of each committee shall be determined by the director members of the committee. All committees under these bylaws may include volunteers, honorary directors, members, members of the various advisory boards, or such other persons as the directors on the

committee may determine. In the absence or disqualification of a member of a committee, the members thereof present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Each such committee, and each member thereof, shall serve at the pleasure of the board of directors.

(b) **POWER AND AUTHORITY.** Any committee of directors may exercise only the powers and authority provided in these bylaws or in a resolution of the board of directors creating such committee. Except as otherwise provided herein, a committee does not have the power or authority to amend the Articles of Incorporation, adopt an agreement of merger or consolidation, recommend to the board of directors the sale, lease, or exchange of all or substantially all of the DCA's property and assets, recommend to the board of directors a dissolution of the DCA or a revocation of a dissolution, amend the bylaws of the DCA, or fill vacancies in the board of directors. Subject to approval by the board of directors, each committee shall establish policies and procedures to govern its activities and shall establish policies and procedures that govern the activities of the DCA that fall within the subject matter over which the committee has jurisdiction.

SECTION 14. QUORUM AND REQUIRED VOTE OF BOARD AND COMMITTEES. At all meetings of the board of directors, or of a committee thereof, a majority of the members of the board then in office, or of the members of a committee thereof, constitutes a quorum for the transaction of business unless the Articles of Incorporation, these bylaws, or in the case of a committee, the board resolution establishing the committee, provides for a larger number. The vote of a majority of members present at a meeting at which a quorum is present constitutes the action of the board of directors or of the committee, unless the vote of a larger number is required by applicable law, the Articles of Incorporation, or these bylaws, or in the case of a committee, the board resolution establishing the committee. Amendment of these bylaws by the board of directors requires the vote of not less than a majority of the members of the board then in office. If a quorum shall not be present at any meeting of the board of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 15. ACTION BY WRITTEN CONSENT. Action required or permitted to be taken pursuant to authorization voted at a meeting of the board of directors or a committee thereof may be taken without a meeting if, before or after the action, all members of the board or of the committee consent thereto in writing. The written consents shall be filed with the minutes of the proceedings of the board of directors or committee. The consent has the same effect as a vote of the board of directors or committee for all purposes.

SECTION 16. PARTICIPATION IN MEETING BY TELEPHONE. By oral or written permission of a majority of the board of directors, a member of the board of directors or of a committee designated by the board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

SECTION 17. REQUIRED CONTRIBUTIONS. Each person who agrees to serve as a director of the DCA, by so agreeing, undertakes to contribute financially to the DCA, for each fiscal year (beginning with the fiscal year ending December 31, 2004) during which such person serves as a director for more than 180 days, an amount at least equal to the amount established by the board of directors from at the first meeting of the Board each year. The board of directors may recognize the value of in-kind contributions or other financial support to programs or activities of the DCA as meeting this requirement. A director who fails to comply with the requirements of this Section may be removed for cause as provided in these Bylaws. A director who has failed to comply with the requirements of this Section may not be reelected for an additional term.

SECTION 19. REQUIRED PARTICIPATION. Each person who agrees to serve as a director of the DCA, by so agreeing, undertakes to accept an active membership or chairpersonship in at least one standing committee, for each fiscal year (beginning with the fiscal year ending December 31, 2004) during which such person serves as a director for more than 180 days. Active membership means fully participating in the work of the committee of which a director is member, including regular attendance at meetings and performance of tasks and duties in connection with the work of the committee. A director who fails to comply with the requirements of this Section may be removed for cause as provided in Section 5 of this Article. A director who has failed to comply with the requirements of this Section may not be reelected for an additional term.

ARTICLE IV NOTICES

SECTION 1. NOTICE. Whenever any notice or communication is required to be given by mail to any director under any provision of applicable law, or of the Articles of Incorporation or of these bylaws, it shall be given in writing, except as otherwise provided in the Act, to such director at the address designated by him or her for that purpose or, if none is designated, at his or her last known address. The notice or communication is given when deposited, with postage thereon prepaid, in a post office or official depository under the exclusive care and custody of the United States postal service. The mailing shall be registered, certified, or other first class mail except where otherwise provided in applicable law. Written notice may also be given in person or by electronic mail or telefax, and such notice shall be deemed to be given when the notice, appropriately addressed has been mailed or electronically transmitted. Provision by directors of their electronic addresses or telefax shall constitute agreement to accept such forms of delivery of notice. Except as otherwise provided in the Articles of Incorporation or these bylaws, neither the business to be transacted at, nor the purpose of, a regular or special meeting of the board of directors need be specified in the notice of the meeting.

SECTION 2. WAIVER OF NOTICE. The right to notice and participation in the acts of the board of directors or any committee thereof may be waived by submission of a signed waiver of such requirements. Attendance of a director at a meeting constitutes a waiver of notice of a meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

SECTION 1. SELECTION. The board of directors, at the regular annual meeting in each even numbered year, shall elect or appoint a president, a secretary, and a treasurer. The board of directors may also elect or appoint one or more vice presidents and such other officers, employees, and agents as it shall deem necessary, who shall exercise such powers and perform such duties as shall be determined from time to time by the board. Two or more offices may be held by the same person, but an officer shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or the articles or bylaws to be executed, acknowledged, or verified by two or more officers.

SECTION 2. TERM, REMOVAL AND VACANCIES. Each officer of the DCA shall hold office until the conclusion of the second regular annual meeting of the board of directors after the meeting at which he or she was elected or appointed and until his or her successor is elected or appointed and qualified, or until his or her resignation or removal. An officer elected or appointed by the board of directors may be removed by the board with or without cause at any time. An officer may resign by written notice to the DCA. The resignation is effective upon its receipt by the DCA or at a subsequent time specified in the notice of resignation. Any vacancy occurring in any office of the DCA shall be filled by the board of directors.

SECTION 3. PRESIDENT. The president shall prepare the agendas for and preside over all meetings of the board of directors and of the executive committee. The president shall, in general, perform all duties incident to the office of president of a nonprofit corporation, except as such duties may be modified or limited by the board of directors, and such other duties as may be prescribed by the board of directors.

SECTION 4. VICE PRESIDENTS. The board of directors may elect or appoint one or more vice presidents. The vice presidents (in the order specified by the board of directors) shall perform the duties and exercise the powers of the president during the absence or disability of the president. The vice presidents shall perform such other duties as may be delegated to them by the board of directors, the executive committee, or the president.

SECTION 5. SECRETARY. The secretary shall attend all meetings of the board of directors and of the executive committee, shall preserve in the books of the DCA true minutes of the proceedings of all such meetings, and shall deliver copies of all such minutes to each director as soon as practicable after the date of the meeting covered by such minutes. He or she shall safely keep in his or her custody the seal of the DCA, if any, and shall have authority to affix the same to all instruments where its use is required or permitted. He or she shall give all notices required by applicable law, these bylaws, or resolution. He or she shall perform such other duties as may be delegated to him or her by the board of directors, the executive committee, or the president.

SECTION 6. TREASURER. The treasurer shall have custody of all corporate funds and securities and shall keep in books belonging to the DCA full and accurate accounts of all receipts and disbursements. He or she shall deposit all moneys, securities, and other valuable effects in the name of the DCA in such depositories as may be designated for that purpose by the board of

directors. He or she shall disburse the funds of the DCA as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors whenever requested an account of all his or her transactions as treasurer and of the financial condition of the DCA. He or she shall perform such other duties as may be delegated to him or her by the board of directors, the executive committee, or the president.

SECTION 7. DELEGATION OF AUTHORITY AND DUTIES BY BOARD OF DIRECTORS. All officers, employees, and agents shall, in addition to the authority conferred, or duties imposed, on them by these bylaws, have such authority and perform such duties in the management of the DCA as may be determined by resolution of the board of directors not inconsistent with these bylaws.

ARTICLE VI INDEMNIFICATION

SECTION 1. INDEMNIFICATION OF DIRECTORS AND OFFICERS: CLAIMS BY THIRD PARTIES. The DCA shall, to the fullest extent authorized or permitted by applicable law, as the same presently exists or may hereafter be amended, indemnify a director or officer (the "Indemnatee") who was or is a party or is threatened to be made a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, other than an action by or in the right of the DCA, by reason of the fact that he or she is or was a director, officer, employee, or agent of the DCA, or is or was serving at the request of the DCA as a director, officer, partner, trustee, employee, or agent of another foreign or domestic DCA, business DCA, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the Indemnatee in connection with the action, suit, or proceeding, if the Indemnatee acted in good faith and in a manner the Indemnatee reasonably believed to be in or not opposed to the best interests of the DCA, and with respect to any criminal action or proceeding, if the Indemnatee had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the Indemnatee did not act in good faith and in a manner which the Indemnatee reasonably believed to be in or not opposed to the best interests of the DCA, and with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

SECTION 2. INDEMNIFICATION OF DIRECTORS AND OFFICERS: CLAIMS BROUGHT BY OR IN THE RIGHT OF THE DCA. The DCA shall, to the fullest extent authorized or permitted by applicable law, as the same presently exists or may hereafter be amended, indemnify an Indemnatee who was or is a party to or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the DCA to procure a judgment in its favor by reason of the fact that the Indemnatee is or was a director, officer, employee, or agent of the DCA, or is or was serving at the request of the DCA as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, business entity, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit, against expenses, including actual and reasonable attorneys' fees, and amounts paid in settlement

incurred by the Indemnatee in connection with the action or suit, if the Indemnatee acted in good faith and in a manner the Indemnatee reasonably believed to be in or not opposed to the best interests of the DCA. However, indemnification under this Section shall not be made for a claim, issue, or matter in which the Indemnatee has been found liable to the DCA unless, and then only to the extent that, the court in which the action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, the Indemnatee is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

SECTION 3. ACTIONS BROUGHT BY THE INDEMNITEE. Notwithstanding the provisions of Sections 1 and 2 of this Article, the DCA shall not indemnify an Indemnatee in connection with any action, suit, proceeding, or claim (or part thereof) brought or made by such Indemnatee, unless such action, suit, proceeding or claim (or part thereof) (i) was authorized by the board of directors of the DCA, or (ii) was brought or made to enforce this Article and such Indemnatee has been successful in such action, suit, proceeding, or claim (or part thereof).

SECTION 4. APPROVAL OF INDEMNIFICATION. An indemnification under Sections 1 or 2 of this Article, unless ordered by a court, shall be made by the DCA only as authorized in the specific case upon a determination that indemnification of the Indemnatee is proper in the circumstances because the Indemnatee has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article. This determination shall be made promptly in any of the following ways:

- (a) By a majority vote of a quorum of the board consisting of directors who were not parties to the action, suit, or proceeding.
- (b) If the quorum described in subdivision (a) is not obtainable, then by a majority vote of a committee of directors who are not parties to the action. The committee shall consist of not less than two disinterested directors.
- (c) By independent legal counsel in a written opinion.

SECTION 5. ADVANCEMENT OF EXPENSES. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Sections 1 or 2 of this Article shall be paid by the DCA in advance of the final disposition of the action, suit, or proceeding upon receipt of an undertaking by or on behalf of the Indemnatee to repay the expenses if it is ultimately determined that the Indemnatee is not entitled to be indemnified by the DCA. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made but need not be secured.

SECTION 6. PARTIAL INDEMNIFICATION. If an Indemnatee is entitled to indemnification under Sections 1 or 2 of this Article for a portion of expenses including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the DCA shall indemnify the Indemnatee for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the Indemnatee is entitled to be indemnified.

SECTION 7. INDEMNIFICATION OF EMPLOYEES AND AGENTS. Any person who is not covered by the foregoing provisions of this Article and who is or was an employee or agent of the DCA, or is or was serving at the request of the DCA as a trustee, director, officer,

employee, or agent of another foreign or domestic corporation, business entity, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit, may be indemnified to the fullest extent authorized or permitted by applicable law, as the same exist or may hereafter be amended, but in the case of any such amendment, only to the extent such amendment permits the DCA to provide broader indemnification rights than before such amendment, but in any event only to the extent authorized at any time or from time to time by the board of directors.

SECTION 8. OTHER RIGHTS OF INDEMNIFICATION. The indemnification or advancement of expenses provided under Sections 1 to 7 of this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Incorporation, these bylaws, or a contractual agreement. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in Sections 1 to 7 of this Article continues as to a person who ceases to be a trustee, director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person.

SECTION 9. LIABILITY INSURANCE. The DCA shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the DCA, or is or was serving at the request of the DCA as a trustee, director, officer, employee, or agent of another corporation, business entity, partnership, joint venture, trust, or other enterprise against any liability asserted against the person and incurred by the person in any such capacity or arising out of the person's status as such, whether or not the DCA would have the power to indemnify the person against such liability under applicable law.

SECTION 10. CONTRACT WITH THE DCA. The right to indemnification conferred in this Article shall be deemed to be a contract between the DCA and each director or officer who serves in any such capacity at any time while this Article is in effect, and any repeal or modification of any relevant law or of this Article shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit, or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts. In the event this Article is repealed or modified, the DCA shall give written notice thereof to the directors and officers, and any such repeal or modification shall not be effective for a period of 60 days after such notice is delivered.

SECTION 11. APPLICATION TO A RESULTING OR SURVIVING DCA OR CONSTITUENT DCA. The definition for "Corporation" found in applicable law, as the same exists or may hereafter be amended, is and shall be, specifically excluded from application to this Article. The indemnification and other obligations of the DCA set forth in this Article shall be binding upon any resulting or surviving entity after any merger or consolidation of the DCA. Notwithstanding anything to the contrary contained herein or in applicable law, no person shall be entitled to the indemnification and other rights set forth in this Article for acting as a director, officer, partner, trustee, employee, or agent of another entity prior to such other entity entering into a merger or consolidation with the DCA.

SECTION 12. SEVERABILITY. Each and every paragraph, sentence, term, and provision of this Article shall be considered severable in that, in the event a court finds any paragraph, sentence, term, or provision to be invalid or unenforceable, the validity and enforceability, operation, or effect of the remaining paragraphs, sentences, terms, or provisions shall not be affected, and this Article shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

ARTICLE VII FINANCIAL SUPPORTING ORGANIZATION

SECTION 1. An organization may be created to exist for the purpose of providing additional financial support to the DCA. The name of the organization shall be determined by the Board of the Directors.

SECTION 2. The Financial Supporting Organization is at liberty to form the structure of its own organization and adopt its own constitution and by-laws, but it must operate within the scope of Section 501(c)(3) of the Internal Revenue Code, and within the mission and objectives of the DCA.

SECTION 3. Officers shall be elected by the Financial Supporting Organization and meetings shall be held as often as needed to accomplish the purpose of the Volunteer DCA.

SECTION 4. The President of the Financial Supporting Organization shall be a member of the Executive Committee and the Board of Directors of the DCA.

ARTICLE VIII BOARDS OF ADVISORS

SECTION 1. The DCA may, at its discretion, create additional Boards of Advisors.

SECTION 2. The board of directors shall create or charge an existing committee with the responsibility for administering these boards and setting policies and procedures for their activities.

ARTICLE IX EXECUTIVE PERSONNEL

The board of directors shall be empowered to employ such executive staff as is deemed necessary to carry out the purposes and manage the activities of the DCA. Such staff shall have demonstrated expertise, experience or education in arts-related community service programming, management of non-profits, fundraising and corporate development. Terms and conditions of employment for such staff shall be set by the executive committee and approved by the board of directors. Subject to approval by the board of directors, the executive committee shall establish qualifications for staff positions, and develop and implement the necessary job descriptions, personnel policies, and other rules and procedures for management of staff.

ARTICLE X GENERAL PROVISIONS

SECTION 1. CHECKS. All checks, drafts, and orders for the payment of money shall be signed in the name of the DCA in such manner and by such officer or officers or such other person or persons as the board of directors shall from time to time designate for that purpose.

SECTION 2. CONTRACTS, CONVEYANCES, ETC. When the execution of any contract, conveyance, or other instrument has been authorized without specification of the executing officers, the president or any vice president, and the secretary or any assistant secretary, may execute the same in the name and on behalf of the DCA and may affix the corporate seal thereto. The board of directors shall have power to designate the officers and agents who shall have authority to execute any instrument on behalf of the DCA.

SECTION 3. CORPORATE BOOKS AND RECORDS. The DCA shall keep books and records of account and minutes of the proceedings of its board of directors and executive committee. Any of the books, records, or minutes may be in written form or in any other form capable of being converted into written form within a reasonable time. The DCA shall convert into written form without charge any record not in written form, unless otherwise requested by a person entitled to inspect the records.

SECTION 4. FISCAL YEAR. The fiscal year of the DCA shall begin on the first day of January and end on the last day of December in the then current year.

SECTION 5. SEAL. If the DCA has a corporate seal, it shall have inscribed thereon the name of the DCA and the words "Corporate Seal" and "Michigan." The seal may be used by causing it or a facsimile to be affixed, impressed or reproduced in any other manner.

ARTICLE XI COMPENSATION

No officer or director shall be compensated for his or her services to the DCA in his or her capacity as an officer or director.

ARTICLE XII NON-BUDGETED EXPENDITURES

All non-budgeted expenditures in excess of \$250.00 must be approved by the executive committee. The amount set forth herein may be changed from time to time by the board of directors.

ARTICLE XIII EXEMPT ACTIVITIES

Notwithstanding any other provision of these bylaws, no director, officer, employee, or representative of the DCA shall take any action or carry on any activity by or on behalf of the DCA not permitted to be taken or carried on (a) by an organization which is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws (the "Code"), and which is exempt from federal income tax under Section 501(a) of the Code or (ii) by an organization contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE XIV RULES OF ORDER

The then current edition of Robert's Rules of Order Newly Revised shall be the parliamentary authority for all matters of procedure not specifically covered by applicable law, the Articles of Incorporation or these bylaws. A merely technical violation of Robert's Rules of Order shall not nullify a decision of the board of directors unless the board of directors shall determine otherwise.

ARTICLE XV DISSOLUTION

Upon dissolution of the DCA, its assets shall be disposed of pursuant to any agreements regarding such assets, and in accordance with all applicable laws and regulations affecting non-profit corporations operating under 501(c) (3) status under the Internal Revenue Code.

ARTICLE XVI AMENDMENTS

The board of directors may amend or repeal these bylaws or adopt new bylaws by the affirmative vote of a majority of the directors then in office at any regular or special meeting of the board of directors. Notice of such meeting shall be made to the directors as provided in these bylaws for such meetings, and shall contain notice of the proposed amendment, repeal, or new bylaws.

MICHIGAN DEPARTMENT OF COMMERCE -- CORPORATION AND SECURITIES BUREAU	
(FOR BUREAU USE ONLY)	Date Received IAN 23 1986
FILED	
JAN 26 1989	
Administrator MICHIGAN DEPT OF COMMERCE Corporation & Securities Bureau	
CORPORATION IDENTIFICATION NUMBER	741-461

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, as amended, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

DOWNRIVER COUNCIL FOR THE ARTS**ARTICLE II**

The purpose or purposes for which the corporation is organized are: To promote and encourage throughout the Downriver community the study and presentation of the performing and fine arts and public interest and participation therein by educational, scientific and charitable means so as to comply at all times with Section 501(c)(3) and related sections of the Internal Revenue of 1954, as amended, providing for an exemption from Federal Income Tax to such organizations meeting the requirements thereof and deductibility of contributions made to such organizations. (Continued)

ARTICLE III

The corporation is organized upon a Nonstock basis.
(stock or nonstock)

1. If organized on a stock basis, the total number of shares which the corporation has authority to issue is None. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III (con't)

2. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

None

and the description and value of its personal property assets are: (if none, insert "none")

None

The corporation is to be financed under the following general plan:

Through gifts, grants, bequests, donations, membership fees
and special fundraising events.

The corporation is organized on a Membership basis.
(membership or directorship)

ARTICLE IV

1. The address of the registered office is:

2610 Biddle Avenue Wyandotte, Michigan 48192
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

Same as above _____, Michigan _____
(P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is:

Ms. Beverly Norberry

ARTICLE V

The name(s) and address(es) of all the incorporator(s) is (are) as follows:

Name

Residence or Business Address

<u>Mr. Henry T. Mason</u>	<u>2171 Vernon, Trenton, Michigan</u>	<u>48183</u>
<u>Ms. Clarice Lackey</u>	<u>26686 Outer Drive, Ecorse, Michigan</u>	<u>48229</u>
<u>Ms. Beverly Norberry</u>	<u>The Ile Camera, 8600 Macomb, Grosse Ile, Mi</u>	<u>48138</u>
<u>Ms. Norma Wurmlinger</u>	<u>13246 Catalpa, Southgate, Mi</u>	<u>48195</u>

NOTARIAL PUBLIC
MICHIGAN

FILED

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

(Continuation of Article II)

To take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of the Downriver Community and to expand the communities' cultural resources.

To make such surveys as may be deemed advisable of public and private institutions engaged within the Downriver community in artistic and cultural activities, including but not limited to music, theatre, dance, painting, sculpture, architecture and allied arts and crafts, and to make recommendations concerning appropriate methods to encourage the participation in and appreciation of the arts to meet the legitimate needs and aspirations of the residents of the Downriver Community.

To operate exclusively for the purposes set forth herein as a charitable-educational, non-profit corporation, no part of the net earning of which shall inure to the benefit of any corporate member or individual and no substantive part of the activities of which will be to carry on propaganda, or otherwise attempt to influence legislation, and which shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office; but in no event to conduct a school, academy, seminary, college or other institution of learning; or to grant credit, certificates, degree or other such recognition of achievement.

To provide technical advice and assistance to arts groups and individuals.

To encourage and promote the development of a vital cultural environment and to set an example of excellence in all aspects of the arts.

I (We), the incorporator(s) sign my (our) name(s) this 12th day of January, 1989.

L. J. Mason

Clarice E. Lachey

Deborah J. Jackson

Donna W. Wenderger

5: COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES OTHERWISE, COMPLETE SECTION (b)

a. ☐ The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.

Signed this _____ day of _____, 19____

(Signatures of all incorporators; type or print name under each signature)

b. ☒ The foregoing amendment to the Articles of Incorporation was duly adopted on the 20th day of April, 1989. The amendment: (check one of the following

☒ was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.

☐ was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☐ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

Signed this 20th day of April, 1989

By

Beverly D. Jolley
(Signature)

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: June 10, 2003

Downriver Council for the Arts
% Bovitz & Co. CPA, PC
P. O. Box 445
Trenton, MI 48183

Person to Contact:
Andrea Switzer 31-07977
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-283-3766
Federal Identification Number:
38-2862587

Dear Madam:

This is in response to your request of June 10, 2003 regarding your organization's tax exempt status.

Our records indicate that a determination letter issued in June 1989 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

-2-

Downriver Council for the Arts
38-2862587

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

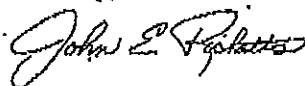
Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



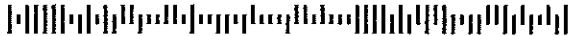
John E. Ricketts, Director, TE/GE
Customer Account Services



Department of Treasury
Internal Revenue Service
Ogden UT 84201-0038

Notice	CP148B
Notice date	September 19, 2016
Employer ID number	38-2862587
To contact us	Phone 1-800-829-0115
Page 1 of 1	

280577.697029.490700.4615 1 AT 0.399 370



DOWNRIVER COUNCIL FOR THE ARTS
%
81 CHESTNUT ST
WYANDOTTE MI 48192-5205



280577

We changed your mailing address

We processed a request to change your address from the address shown above. If you didn't authorize an address change, please contact us immediately.

What you need to do

If the address change is correct, you don't need to do anything.

If you didn't authorize a change of address, contact us immediately by calling the number listed above. If you prefer, you can write us at the address listed above; however, we can process your information more quickly if you call. Please include a copy of this notice with any written communication.

What you need to know

If we find any issues with an account, we send a letter or notice to your address of record. We strongly caution any employer against changing the address of record to that of a payroll service provider or other third party as it may significantly limit the employer's ability to be informed of tax matters involving the business. The employer is ultimately responsible for depositing and paying all federal employment tax liabilities.

For more information, visit www.irs.gov and search keywords, "Change of Address" or "Outsourcing Payroll Duties."

Additional information

- Visit www.irs.gov/cp148b.
- For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).
- Keep this notice for your records.

If you need assistance, please don't hesitate to contact us.

12-3-16

CITY CLERK OFFICE

TO WHOM IT MAY CONCERN,

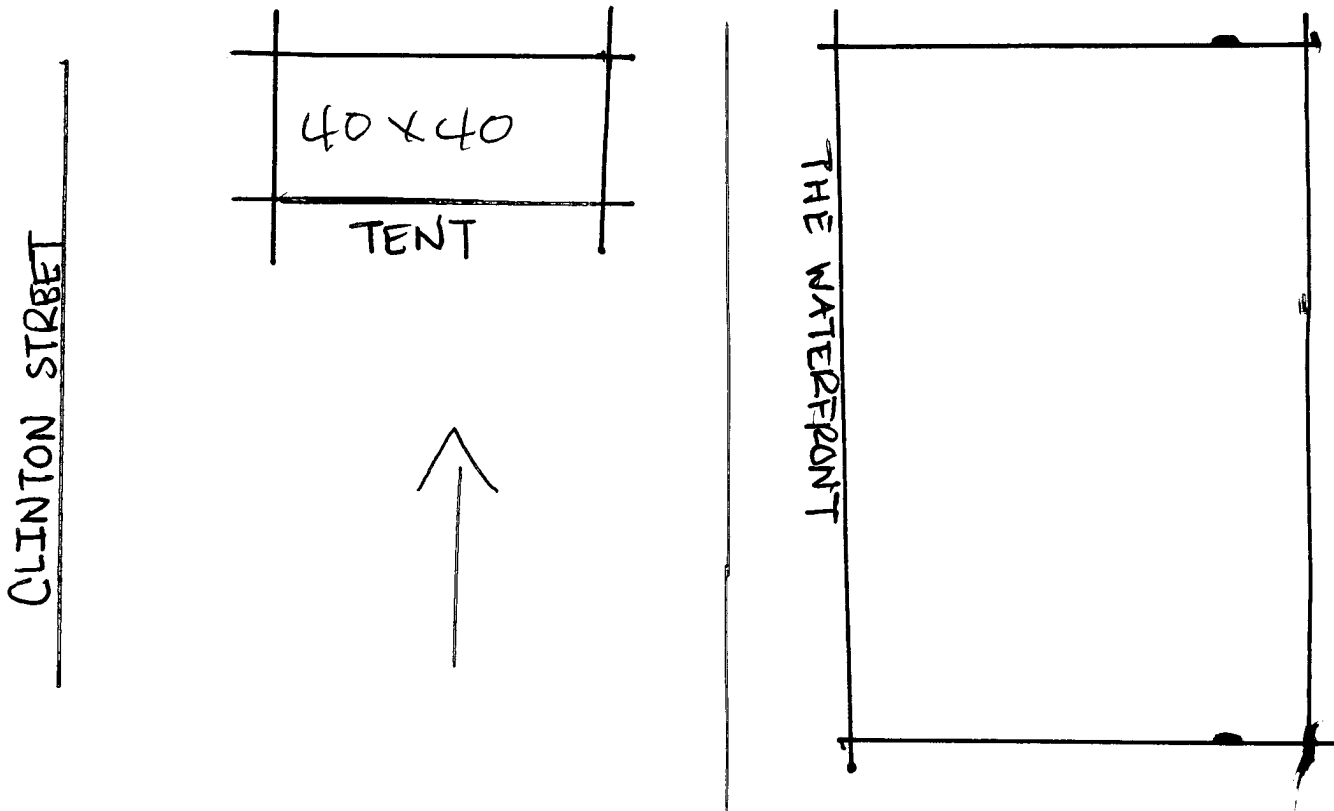
THE WATERFRONT WYANDOTTE, LOCATED AT 507 BIDDLE AVE IS REQUESTING A PERMIT FOR A TENT. DATE NEEDED IS DEC 31ST AND IS BEING USED FOR OUR CHARITY EVENT.

PLEASE ADD THIS TO YOUR AGENDA AT YOUR DEC 12TH MEETING.

THANK YOU,

JASON + AMANDA HERIN

Detroit River 313 218 6817



RESOLUTION

DATE: December 12, 2016

RESOLUTION by Councilperson _____

WHEREAS the City of Wyandotte has received a request from Jason and Amanda D’Herin to utilize the City owned property/City right-of-way adjacent to the property at 507 Biddle Avenue for the erection and use of a tent in conjunction with the business at 507 Biddle Avenue from December 30, 2016, thru January 2, 2017.

BE IT RESOLVED that said request is hereby approved provided a Hold Harmless Agreement is executed by the property owners and a Building Permit is secured from the Engineering Department.

BE IT FURTHER RESOLVED that the property owners must add the City of Wyandotte as additional insured to their insurance policy.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12-12-16

AGENDA ITEM # 4

ITEM: Concur with WMS Commission approval awarding the Bid of the Tree Trimming and Felling Contract

PRESENTER: Charlene Hudson, Power Systems Supervising Engineer 

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

BACKGROUND: Wyandotte Municipal Services' Electric Department has a long standing history of incorporating an annual tree trim maintenance program as an effective means for reducing tree related outages.

Since our current contract has expired, WMS sent a Request for Proposal (RFP) to six tree contracting firms, utilizing IBEW Local 17 tree trimmers. At the public bid opening, WMS received four out of the six proposals for this three year tree trimming contract. Below is the bid opening results:

Crew Rates - Tree Trimming and Felling - File # 4692

Bidder	Year 1 ST	Year 1 OT	Year 2 ST	Year 2 OT	Year 3 ST	Year 3 OT
Trees Inc.	\$148.08	\$211.85	\$157.35	\$216.14	\$160.34	\$220.44
Davey	\$118.80	\$158.47	\$126.78	\$169.64	\$134.16	\$179.97
Energy Group	\$112.90	\$143.04	\$122.21	\$155.95	\$130.89	\$168.19
Asplundh	\$112.71	\$144.48	\$118.77	\$152.99	\$123.75	\$159.91
Kappen Tree	Declined to Bid due to location					
Wright Tree	No Bid					

After conducting an evaluation of these proposals, WMS selected the lowest qualified bidder, Asplundh Tree Expert Company. Asplundh is very familiar with our service territory and was the previous contractor on site. Our contract is for three years with an ability to extend should WMS desire to do.

STRATEGIC PLAN/GOALS: Improving our power generation and distribution facilities, both current and future

ACTION REQUESTED: Concur with Wyandotte Municipal Services Commission resolution # 12-2016-02 authorizing the General Manager to execute a contract with Asplundh Expert Tree Company, the lowest qualified bidder, as our contractor for tree trimming services for a period of three (3) years, as recommended by WMS Management.

BUDGET IMPLICATIONS: Tree trimming service was included in the approved 2017 Budget under account # 591-011-740-213, the total estimated cost of which falls within the parameters of this agreement.

IMPLEMENTATION PLAN: Upon City Council concurrence, execute a contract with Asplundh Expert

Tree Co. for the Tree Trimming three (3) year contract effective January 9, 2017.

MAYOR'S RECOMMENDATION:



CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL REVIEW: Final agreement will be reviewed by City Attorney prior to General Manager signing. Draft agreement has already been reviewed by City Attorney.

LIST OF ATTACHMENTS:

- 2016 Wyandotte Municipal Services Tree Trim Bid Documents

RESOLUTION

BE IT RESOLVED by the Wyandotte City Council, a majority of its members thereto concurring with the Wyandotte Municipal Services Commission, authorizing the WMS General Manager to award the bid for tree trimming and felling to Asplundh Expert Tree Company, the lowest qualified bidder, for a period of three (3) years commencing January 9, 2017, as recommended by WMS Management.

I move for the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COMMISSIONER

NAYS

Sabuda
Sutherby-Fricke
Galeski
Schultz
Miciura Jr.
VanBoxell

Request for Proposal

Wyandotte Municipal Services
Tree Trimming and Felling
Bid Number 4692



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1.0 Instruction to Bidders

1.1. Request for Proposal – Tree Trimming and Felling

Wyandotte Municipal Services (WMS) is a municipally owned electric, water and telecommunications department for the City of Wyandotte, Michigan. This request for proposal (RFP) is for a Three (3) year contract for Tree Trimming and Felling .

All inquiries or requests regarding this RFP must be submitted, in writing or via email, no later than Tuesday, 08/02/16 to the project manager at the address indicated below. Only written responses from the project manager will be binding with regard to inquiries requesting clarifications or additional information. The project manager's written responses will be forwarded simultaneously to all prospective bidders.

No other individuals at Wyandotte Wyandotte Municipal Services will have the authority to respond to this RFP. Attempts to question other employees regarding this RFP will result in the bidder's disqualification.

WMS has designated Chris Rempel, as the project manager, with overall project responsibility for administration of the project. His contact information is as follows:

Wyandotte Municipal Services
Tree Trimming and Felling
Bid # 4692
Attention: Chris Rempel
3605 11th Street
Wyandotte, MI 48192

Or via email at:
crempel@wyandotte.org

1.2. Submission of Proposal

The bidder must submit via mail one (1) copy of the response to this RFP to WMS at the address provided below. All responses must be complete and accurate and should be supplied in sealed packaging marked with the bidder's name and address, bid number 4692 and sent to the address below.

Wyandotte Municipal Services
Attention: Charlene Hudson, Power Systems Supervising Engineer
3200 Biddle Ave
Suite 200
Wyandotte, MI 48192

Bid Opening will be on Friday, August 12th at 2:30 p.m. at the Wyandotte Wyandotte Municipal Services Offices as noted above.

Wyandotte Municipal Services will review and evaluate the written responses to this RFP. WMS may conduct additional interviews with selected bidders for the purpose of further exploring and clarifying the bidder's response. RFP responses will be evaluated to ascertain which proposal is most advantageous to the utility. Wyandotte Municipal Services reserves the right to accept, refuse, or defer any or all of the proposals submitted at any time in the proposal process.

Upon response submission to this RFP, there is a required bid bond of 5% of the total offering price. Upon contract award, the successful bidder shall be required to submit a performance bond of 5%. Both bonds must be made payable to Wyandotte Municipal Services by an incorporated surety company in good standing and qualified to do business in the State of Michigan.

1.3. RFP Schedule

RFP released	7/22/2016
RFP written questions due	8/2/2016
RFP receipt deadline (bid opening)	8/12/2016 at 2:30 p.m.
Expected project start date	8/29/2016

1.4. Proposal Format

This section describes the format bidders shall use in structuring a response to this RFP.

Table of Contents:

Section 1 - Executive Summary

Executive Summary shall contain a brief description of the following items. Do not include any pricing in this section.

- Bidder's scope of the proposed solution
- Description of corporate qualifications, including prior projects with a list of client references

Section 2 – Proposal

Bidder should describe, in detail, all aspects of their proposal and service offering. **Bidder shall identify any areas of non compliance with this RFP, including the Scope of Work and Terms and Conditions. Failure to comply with this requirement will deem the bidder non-responsive.**

Section 3 – Minimum Bidder Qualifications and Questionnaire (found in Appendix A of this RFP)

Bidder shall fill out the Questionnaire completely and must address the following:

- Bidder has been performing this type of service work for a minimum of 10 years.
- Bidder must supply five (5) client contacts in which bidder is contracted for tree trimming and felling services

Section 4 – Price

Include detailed pricing information (**format found in Appendix C of this RFP**). Bidders may also include pricing for alternate solutions. WMS expects pricing to include all items identified in pricing document and will identify if any of these services will be performed by a third party.

Section 5 – Collusion Affidavit (found in Appendix E of this RFP)

Section 6 – Proposal Bond (found in Appendix F of this RFP - 2 pages)

Section 7 – Appendix

Include relevant material needed to illuminate proposal content. This shall include annual reports, financial statements for the previous three (3) years, resumes of key personnel, references, product brochures and specifications, etc.

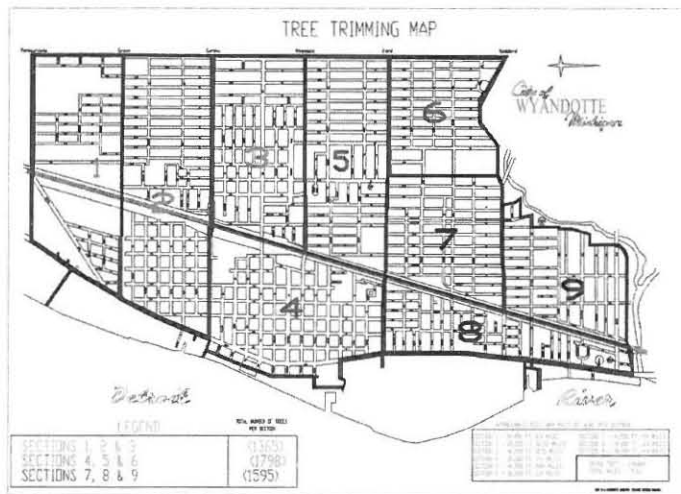
2.0 Scope of Work

2.1 Background

Wyandotte Municipal Services is a municipally owned Electric, Water and Telecommunications utility. The Electric Department is responsible for the generation, transmission and distribution systems. The City of Wyandotte is an area of 5.3 square miles located in Michigan's southeastern lower peninsula. Wyandotte is approximately eleven miles south of Detroit on the Detroit River and is part of the collection of communities known as Downriver. Wyandotte is bounded by Southgate (west), Lincoln Park (northwest), Riverview (south) and Ecorse (north). The physical boundaries are to the West by Fort street, to the East by the Detroit River, to the North by Ecorse Creek, and to the South by Pennsylvania Avenue.

2.2 Area and Sections

The work covered by this specification is outlined on the following map of the City of Wyandotte.



The above map identifies the boundaries of nine (9) sections within the City of Wyandotte. The approximate number of tree's trimmed and expended man hours (for a two (2) man crew) as available, is provided from historic records. The overall intent of this work is to continue a three year tree trimming rotation **starting August 29th to Feb 28th in year 1 and July 1st though Feb 28th in years two and three.**

The tree trimming program requires trimming around all Electrical lines and Cable television trunk lines. It does not include electric or cable service drops or any telephone lines.

All contractor work, trimming, tree removal, etc. will be bid and billed using unit costs, including unscheduled work such as storm or special request. Wyandotte Municipal Services will pay overtime (one a one half times regular pay) for authorized unscheduled work but not for overtime elected by the contractor.

2.3 Parking Facilities

Parking facilities for contractor's vehicles will be available on the Electric Operations grounds, as directed by the department, at 3575 11th Street.

2.4 Chip Disposal

The contractor is responsible for providing labor and equipment necessary for chips and brush disposal. The Wyandotte Municipal Services Electric Department will arrange the dumping site location and pre-payment of any dumping site fees.

2.5 Contractor Schedule

The contractor must adhere to the annual work schedule. Work for the required sections will be completed between July 1st through Feb 1st of the following year. Failure to complete all sections within the specified timeframe may result in the voiding the rest of the contract.

Approximate tree and timeframe schedule

Section #	Approx. # of Trees	Days required for completion
1	218	28
2	712	75
3	435	47
4	564	48
5	673	55
6	561	47
7	635	58
8	378	38
9	582	54

2.6 Contractor Equipment

The Contractor's equipment to be used for the tree trimming work shall include (but not limited to) the following:

- 50 foot, over center trim lift with hydraulic system and dump box
- Hydraulic pruner and saws
- 12 Inch brush chipper
- Chip hauling truck
- Power driven tree trimming saws
- Required additional tree trimming equipment

2.7 Contractor Crew

The Contractor's work crew shall consist of a 2 man Crew including one of each of the following:

- Crew Foreman
- Journeyman Tree Trimmer

The crew shall consist of the same two individuals for the entire tree trim season.

2.8 Special Requirements

- 2.8.1 An account manager will be assigned to this contract and is required to make monthly site visits to monitor progress of the crew and the quality of their work.
- 2.8.2 Wherever trees to be trimmed are located in closed alleys (easements), not accessible to vehicular traffic, this Contractor shall be fully responsible for obtaining written consent (Permission Slip) of the property owner and/or resident to enter and trespass upon the premises as required to accomplish the work.
- 2.8.3 Wherever trees to be trimmed are located on private property, but overhang or project into electrical lines, it shall be the full responsibility of this Contractor to obtain written consent (Permission Slip) of the property owner and/or resident to trim said trees.
- 2.8.4 Wyandotte Municipal Services reserves the right to schedule work in designated areas (inside or outside the scheduled trimming area) according to System Needs.
- 2.8.5 During the calendar year(s) of the Contract, a trimming crew will be reserved for Wyandotte Municipal Services during severe weather conditions, and used in other Systems only after a verbal release is obtained from a Wyandotte Municipal Services Electric Supervisor.

2.9 Responsibilities

- 2.9.1 The Contractor shall assume any and all risks in performing the work. The Contractor shall indemnify, defend and hold harmless the City and/or Wyandotte Municipal Services from all claims of any person(s) against the Contractor or the City and/or Wyandotte Municipal Services for injury and/or damage to persons or property arising from any and all aspects of performance.
- 2.9.2 The Contractor agrees to be held solely responsible for the faithful execution of the work and any damage incurred out of a failure to do so.

- 2.9.3 The Contractor shall furnish to the Wyandotte Municipal Services (WMS) acceptable certificates to evidence current and continuing coverage of the listed required insurance coverage's as outlined in the general terms and conditions. The contractor shall not be permitted to start work without the aforementioned coverage and required documentation.
- 2.9.4 The Contractor shall be fully responsible for the removal, disposal and transportation of all cuttings.
- 2.9.5 The Contractor shall be fully responsible for the restoration of all properties, upon which work is done, to the original appearance.
- 2.9.6 The Contractor shall be responsible for conducting work in a safe manner consistent with all applicable Local, State and Federal requirements, to include but not limited to
 - 1. OSHA Standards on Electrical Protective Equipment (29 CFR 1910.137) and Electric Power Generation, Transmission, and Distribution (29 CFR 1910.269);
 - 2. Michigan Department of Labor – Safety Standards Dated February 1st 1995 Part 86 amended May 5, 2015– Electric Power Generation, Transmission and Distribution to include any revisions or additions thereto. Or any updated requirements
- 2.9.7 This Contractor will provide the Wyandotte Municipal Services with written documentation of employee's training and qualifications including safety training.

2.10 Procedures

- 2.10.1 The tree trimming work shall be done by a licensed, recognized, reliable tree trimming Company that is experienced in trimming trees in close proximity of energized conductors. The trimming work shall include the removal of live or dead or decayed branches adjacent to overhead electrical lines.
- 2.10.2 In case of damage to any overhead electrical line facility, the Contractor's Foreman shall immediately report the incident to the Wyandotte Municipal Services Electric Supervisor or designate.

- 2.10.3 Weekly written reports shall be provided for completed work to include the following:
1. Work schedule and area location. Marking of the maps, highlighting the streets and/or alleys where work is complete.
 2. Work accomplished, including number of trees trimmed.
 3. Report of any unusual conditions associated with the work performed including any observations of possible electrical line failures of wires, crossarms, poles and guys.
- 2.10.4 Contractor's invoicing shall be submitted at mutually agreed intervals (weekly, BI-weekly or monthly) to the Electric Department Office, 3605 11th Street for processing. Each billing shall show present amount being billed and total amount billed to date.
- 2.10.5 A Work day shall be at least eight (8) hours, commencing at 8:00 A.M. Monday through Friday. No payment will be made for days not worked, due to holidays, crew shortage or other inconveniences, such as equipment failure.
- 2.10.6 The contracted crew shall receive 2 hours (show up) pay, Monday – Friday, and be required to remain within the City of Wyandotte during the 2 hour period (8:00AM to 10:00AM) for inclement weather days. Crews may be released by mutual agreement on inclement weather days without pay.

2.11 Crew Requirements

- 2.11.1 Work Week: The normal work week shall be 40 hours for all crews. Overtime shall be paid for all work in excess of 40 hours in any work week. No overtime shall be worked unless specifically authorized by the Wyandotte Municipal Services Electric Supervisor.
- 2.11.2 Crew Appearance: To establish and monitor good customer relations, the crews will be as neat as possible wearing appropriate apparel for the required for this type of work.
- 2.11.3 Crew Conduct: Weekly written reports shall be provided for completed work to include the following:
1. Courtesy to the customer is required at all times.
 2. Breaks will be taken when due and shall not be accumulated
 3. No use of customer's patio, picnic table, etc. will be acceptable.
 4. No member of a crew shall climb over or stand on any fence, garage or tool sheds.
 5. No "horseplay" will be tolerated on the job.

6. No refuse from lunches, soft drinks, etc. will be left on private or public property.
7. No personal vehicles will be brought to the job site.
8. Lunch breaks will normally start at the agreed upon time each day.

2.12 Safety

- 2.12.1 Safety meetings may be held during normal working hours but are not to exceed one hour per month. The date and time of the meeting will be reported to the Wyandotte Municipal Services Electric Supervisor in advance. Documentation will be required on all timesheets.
- 2.12.2 Daily safety job briefings and any other Company safety requirement(s) will be preformed by the crew
- 2.12.3 The contractor will provide devices and assure that the crews properly deploy any required traffic control devices necessary for the work site conditions

2.13 Equipment

- 2.13.1 General: Equipment must be neat and mechanically sound. Inoperable equipment in the field will not be charged to the Contracting Agency. No trash in the chips when dumped. Contractor will provide separate vehicle containers for trash and empty them in the Wyandotte Municipal Services dumpster.
- 2.13.2 Communication: The contractor shall provide the crew with a Cell phone for communication with the Wyandotte Municipal Services Electric department personnel and supply Contact numbers to Wyandotte Municipal Services for all personnel for call out of storm work if needed.
- 2.13.3 Replacement: Wyandotte Municipal Services reserves the option to demand replacement of any equipment which, in the opinion of the Utility, has a poor operational record or was not originally intended for line clearance operations. Contractors shall comply with the Wyandotte Municipal Services written replacement request within five (5) calendar days of receipt. Should Contractor fail to comply with the Wyandotte Municipal Services written replacement request within ten (10) days, the Utility shall deduct from Contractor's billing, the daily cost of the faulty equipment. The deduction applies to all billable equipment.

2.14 Trimming Methods:

- 2.14.1 Guide: Lineman's and Cableman's Handbook, Section 35 "Vegetation Management" of the current edition of the shall be used as a guide for tree trimming.
- 2.14.2 Topping: Trees located directly underneath electrical lines shall be topped by cutting back large portions of the upper crown and sides to give an umbrella shaped appearance. They shall not be cut off flat on the top. The main leader or leaders shall be cut back to a suitable lateral. The latter should be at least one-third the diameter of the limb being removed.
- 2.14.3 Side Trimming: Trees located not directly underneath electrical lines shall be side trimmed, by cutting back or removing the side branches that are threatening the electrical lines. Limbs shall be removed at a lateral branch.
- 2.14.4 Under Trimming: Trees taller than or extending over electrical lines shall be under cut by removing limbs beneath (on both sides) the crown of the trees thereby allowing conductors to pass freely under the tree. Overhangs should be removed in accordance with the species of tree and location.
- 2.14.5 Through Trimming: Where electrical lines pass through trees because of the tree being exceptionally high, branches shall be removed within the crown.
- 2.14.6 Natural Trimming: Branches shall be cut flush at a suitable parent limb back toward the center of the tree so as to preserve as much as possible the natural shape of the tree. This method of trimming shall be used solely where a great deal of wood must be removed. Natural trimming shall be done so as to cause the tree to continue to grow in a direction away from the electrical lines.
- 2.14.7 Cutting: The majority of cuts shall be made with a tree saw. All cuts shall be flush to avoid having unsightly stubs. Notching of trees shall not be permitted. Pole pruners shall be used only for removal of small branches, ends of laterals, and superfluous parts.
- 2.14.8 Disposal: All brush and wood trimmed by this Contractor shall be immediately and completely removed from the premises.

2.14.9 Tree Felling: The tree trunks and roots of all trees felled shall be removed to a depth of three (3) feet below grade. The hole shall be back filled with clean fill dirt. The area shall be re-seeded, protected and watered until growth of the grass is evident. Wherever tree removal is to be done, this Contractor shall discuss the matter with the Wyandotte Municipal Services with regards to the procedure, and to obtain authorization of removal

2.14.10 Protection of Overhead Utilities: Tree line clearance and removal operations are conducted in areas where overhang electric, telephone and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the Wyandotte Municipal Services if any damage to any utilities should occur, and shall be responsible for all claims for damage due to his operations. If prior coordination with Wyandotte Municipal Services Electrical Supervisors is performed, subsequent Wyandotte Municipal Services Crew expenses will normally not result in repair charges from the Wyandotte Municipal Services.

2.14.11 Conductor Clearances: The following minimum clearances from the electrical lines shall be obtained by the trimming of the trees:

69,000 Volt Transmission	12 Feet
13,800 Volt Transmission	10 Feet
4,800 Volt Distribution	10 Feet
3 Wire Secondary	5 Feet
Cable Communication	5 Feet

3.0 Appendix A: Bidder Qualification Questionnaire

BIDDER QUALIFICATIONS QUESTIONNAIRE

All questions must be answered clearly and in a comprehensive manner. Any bidder failing to answer all questions may be rejected on these grounds. It is understood that by submitting a signed bid the Contractor is certifying the correctness of all statements and is hereby under oath. If necessary the bidder may use additional sheets to answer these questions (when complete any additional sheets that are used must be attached to this Qualification Statement). The bidder may submit any additional information he/she desires.

1. Name of Bidder

2. Permanent Main Office Address

3. When (Name of Bidder) Organized?

4. If a Corporation Where (Name of Bidder) Incorporated?

5. How many years have you been operating under the (Name of Bidder) name?

6. What other names has/are the principals of (Bidder) operated (ing) under that was/is associated with the related industry?

7. Have the principals of (Bidder) filed for Chapter 11 or Chapter 13 for protection of (Name of Bidder) or for any other asbestos abatement related firm, company or organization in the last five years? Describe.

8. State the number of years this Bidder has been performing this type of service work. (requirement of a minimum of 10 years).

9. Have you (Bidder and other entities identified in question 6 answers) ever failed to complete any work awarded to you?

If yes, where and why?

10. Have you (Bidder and other entities identified in question 6 answers) ever defaulted on a contract?

If yes, where and why?

11. List any and all subcontractors you are planning to use to complete this project.

12. List bidder's project manager for this project. Include list of all prior projects similar in cope and magnitude to this proposed project:

Name: _____

Position: _____

Address: _____

Phone number: _____

Mobile number: _____

Email: _____

Attach Resume:

13. List the more important contracts recently completed by you, stating the client along with the month and year completed.

14. List your major equipment available for this contract.

15. List your experience in work similar to this project. These references must include Names, Addresses and phone numbers of Building Owner's for whom projects were performed. (At least five)

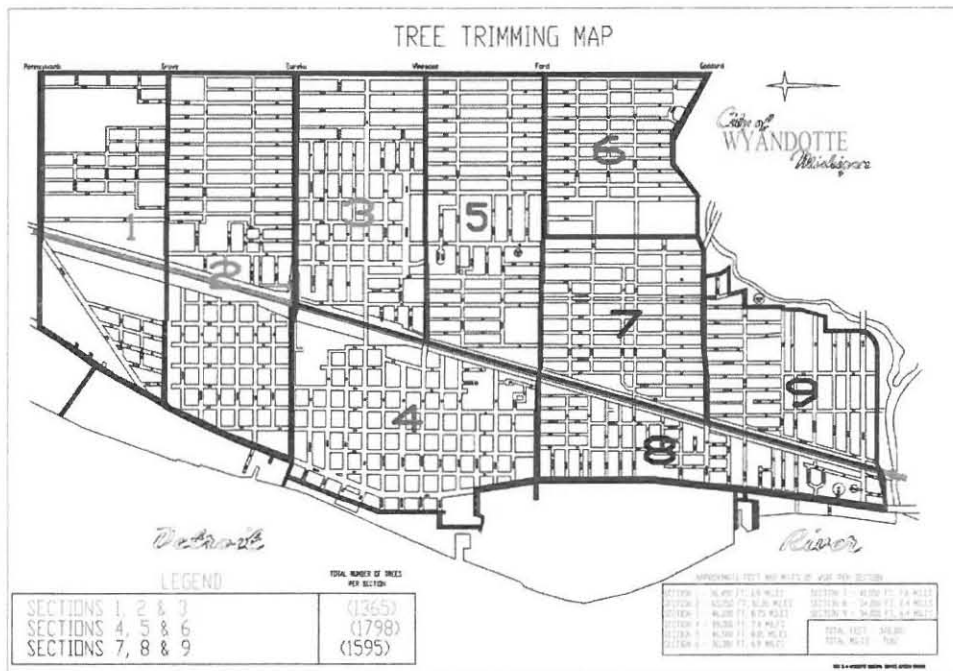
16. List Bank References

17. Name of Bonding Company and the name and address of agent.

18. Are you a member of IBEW Local 17?

20. Why should we consider your company?

4.0 Appendix B – Tree Trimming Map



5.0 Appendix C – Pricing Form

Furnish all labor, materials, tools, equipment, and other services required for this tree trimming and felling contract

Year #1 Hourly unit costs applicable to the work bid upon:		
Description	Per Hour Unit Cost	
	Straight Time	Overtime (inc. Emergency)
Labor:		
Crew Foreman		
Journeyman		
Identify Equipment Supplied:		
Identify any Misc. Costs		
Total Per Unit Cost for Two (2) Man Crew		

Year #2 Hourly unit costs applicable to the work bid upon:		
Description	Per Hour Unit Cost	
	Straight Time	Overtime (inc. Emergency)
Labor:		
Crew Foreman		
Journeyman		
Identify Equipment Supplied:		
Identify any Misc. Costs		
Total Per Unit Cost for Two (2) Man Crew		

Year #3 Hourly unit costs applicable to the work bid upon:		
Description	Per Hour Unit Cost	
	Straight Time	Overtime (inc. Emergency)
Labor:		
Crew Foreman		
Journeyman		
Identify Equipment Supplied:		
Identify any Misc. Costs		
Total Per Unit Cost for Two (2) Man Crew		

6.0 Appendix D: Proposal General Terms and Conditions

1. Acceptance of Proposals: Wyandotte Municipal Services reserves the right to reject any and all Proposals, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any Proposal, insofar as such technicality or defects do not legally, materially or substantially change such Proposal. Wyandotte Municipal Services, unless otherwise specified by the Proposal, reserves the right to accept any item on the Proposal.

If the Proposal fails to state the time within a Proposal must be accepted, it is understood and agreed that said Wyandotte Municipal Services shall have sixty (60) days from Proposal opening date in which to accept the Proposal.

2. Error in Proposal: In case of error in the extension of prices in the Proposal, the unit prices will govern. No Proposal shall be altered, amended or withdrawn, unless acceptance date has expired, after opening date of Proposals. Negligence on the part of the Proposal in preparing the Proposal confers no right for the withdrawal of the Proposal after it was been opened.
3. Discount Period: Time in connection with discount offered will be computed from date of delivery or from the date correct invoices are received, whichever date is later. Discounts other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. Samples of Material: Samples of items, when requested, must be furnished free of expense to Wyandotte Municipal Services at the time Proposals are opened or later if such are called for after the Proposals have been opened. If such samples are not destroyed in process of sampling they will be returned upon request at the Contractor's expense.
5. Signature on Proposals: Each Proposal submitted must contain the full name and business address of the Contractor. Any person signing a proposal sheet for himself/herself or as agent, employee or officer of another must show his/her title and, if requested by Wyandotte Municipal Services shall furnish proof of his/her authority to make such proposal. Any person signing said proposal shall do so in his/her own handwriting and the signature of that person as well as the name of any firm or company submitting the proposal.
6. Alternate Proposals: Alternate Proposals will be considered providing such items which appear on such Proposals meet specifications. Where equivalent items are Proposal upon Wyandotte Municipal Services reserves the sole right to determine whether they meet specifications.

7. Proposal Sheets: Contractors shall use the proposal sheet furnished with this booklet when submitting proposals. Failure to submit this proposal sheet as required shall render the Proposal invalid. Proposal sheets must contain prices on a per-unit and aggregate basis, and the total amount of the Proposal must be stated on the proposal sheet.

8. Collusion Affidavit: Every Contractors must accompany his/her Proposal with a sworn collusion affidavit setting forth the names and address of each and every person, firm or corporation, if any, other than the Contractors, interested in the Proposal submitted or any award, contract or benefit which might accrue therefrom. A blank form of such affidavit is included.

9. Bond Requirements: Concurrently with the execution of any contract the successful Contractor shall furnish a satisfactory performance bond in an amount equal to the total contract price executed by a surety company authorized to do business in the State of Michigan upon forms furnished by Wyandotte Municipal Services

For all contracts that exceed \$75,000 the successful Contractor shall also furnish a satisfactory payment (labor and materials) bond in an amount equal to the total contract price executed by a surety company authorized to do business in the State of Michigan upon forms furnished by Wyandotte Municipal Services.

10. Taxes: Each Proposal shall separately state and set forth therein the amount of any and all Federal or State sales, excise, or use taxes included in Proposal prices. If any such taxes are included in prices Proposal, Wyandotte Municipal Services reserves the right in making an award to deduct any amount thereof for the payment of which Wyandotte Municipal Services will execute appropriate tax exemption certificates justifying any such tax deductions from Proposal prices. Where labor is required, the Contractor shall state separately the amounts of labor and materials.

11. Delivery: The number of calendar days in which delivery will be made after a contract is executed and a purchase order is issued shall be stated in the Proposal. When no time of delivery is stated by the Contractor, it is understood and agreed that delivery is to be made within thirty (30) days after receipt of order unless otherwise stated in the specifications.

12. Advertisement: The laws of the State of Michigan, the Charter of the City of Wyandotte, Michigan, all city ordinances and the legal advertisement for contractors and purchases are made a part of any agreement entered into the same respect as if specifically set forth in that agreement.

13. Specifications: It is understood that reference to the attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of a manufacturer, a special brand or make of an item is used in describing the items desired but this does not restrict the Contractor to that manufacturer or specific article, this means being used simply to indicate the character or quality of the articles or services desired; however, the articles or services on which the proposals are submitted must be equal to that specified, and a statement to that effect shall be made a part of such a proposal. Where a conflict occurs between the requirements of the General Terms and Conditions and the Specifications, the requirements of the Specifications will govern.

15. Proposal Opening: Proposals received after the specified date and time for opening as shown on the Proposal Sheet will not be considered. Proposals may be mailed or delivered to Wyandotte Municipal Services, 3005 Biddle Avenue, Wyandotte, Michigan 48192. No Proposals will be accepted via facsimile or email.

16. Contractor Insurance Requirements:

Section 1 – Hold Harmless

1.01. The Contractor shall defend, pay on behalf of and hold harmless Wyandotte Municipal Services, their employees, agents, servants, and representatives from and against any and all losses, damages, expenses, claims, suits and demands of whatever nature resulting from damages or injuries, including death, to any property or persons, and including any intangible injuries, caused by or arising out of any and all aspects of performance by the Contractor, any subcontractor engaged by the Contractor, any of their respective employees, agents, servants, and representatives; The Contractor shall not be required to indemnify Wyandotte Municipal Services, its employees, agents, servants and representatives hereunder for any damages or injuries, including death, to any property or person caused solely and exclusively by the negligence of Wyandotte Municipal Services, its employees, agents, servants and representatives.

1.02 In the event of any accident or occurrence resulting in damages or injuries, including death, to any property or persons, the Contractor shall immediately notify Wyandotte Municipal Services of the accident or occurrence. Contractor shall submit a written report within forty-eight (48) hours, or earlier as required by law or regulation.

1.03 Except as otherwise provided pursuant to the insurance provisions of this agreement, the Contractor, in connection with any and all aspects of performance, assumes all risks of damages or injuries, including death, to any property or persons used or employed on or in connection with the work, and all risks of damages or injuries, including death, to any property or persons wherever located, resulting from any action, omission or operation under the contract. The Contractor shall waive all rights to subrogation against Wyandotte Municipal Services and shall not assign any subrogation rights against Wyandotte Municipal Services to any other party including, but not limited to, insurance companies or self-insured pools to the extent of the Contractor's obligations under this Contract.

1.04 In the event the Contractor sublets any work to a subcontractor, a similar hold harmless provision as provided above shall be included in the agreement between the Contractor and its subcontractors.

Section 2: Insurance Requirements

2.01 Prior to commencement of any work under this contract and until completion and final acceptance of the work, the Contractor and each and every Subcontractor under its direction shall, at its sole expense, maintain the following insurance on its own behalf:

(A) Statutory Worker's Compensation ~~with~~plus Employer's Liability insurance ~~Coverage~~ with the following minimum Employer's Liability Limits of liability covering losses at least \$500,000 per employee to the extent of the Contractor's obligations under this Contract:
\$500,000 Per Occurrence for Bodily Injury;
\$500,000 Per Employee for Bodily Injury by Disease
\$500,000 Aggregate for Bodily Injury by Disease

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If Contractor is self-insured for purposes of Worker's Compensation, Contractor must submit a copy of a current letter, permit or certificate issued by the State of Michigan. In the event that Contractor is a qualified, approved self-insurer of worker's compensations, the following provision is included in the Subcontract Agreement:

"Contractor waives any right of recovery Contractor may have or acquire against Wyandotte Municipal Services, other Contractors or other Subcontractor of all tiers by reason of the Contractor having paid workers compensation benefits or any other reimbursement systems including, but not limited to, automobile no fault and other employee disability programs as a self-insurer.

(B) Liability Insurance

1. Commercial General Liability Insurance in form providing coverage on an occurrence basis of not less than that of a standard ISO commercial general liability insurance policy with minimum limits of \$2,000,000 per Occurrence and a \$2,000,000 Aggregate, including Products and Completed Operations Liability with a separate \$2,000,000 Aggregate. The per Occurrence Limit can be substituted with a \$1,000,000 Per Occurrence Limit, if the General Liability Policy is written in conjunction with a Commercaill Umbrella with a Minimum limit of \$1,000,000 per Occurrence and a \$1,000,000 Aggregate limits equal to or greater than \$2,000,000.00 limit per occurrence including the following coverages to the extent of the Contractor's obligations under this Contract:

Such insurance described in this section must include, as additional insureds, the interests of Wyandotte Municipal Services. Such coverage must be at least as broad as that provided in ISO CG 20 26 or CG 20 10 (edition 11 85) and shall not restrict coverage to Contractor's "ongoing operations." This may also be accomplished by using the current version of CG 20 26 or CG 20 33 *in conjunction with* CG 20 37 (10 01). Contractor agrees to carry Wyandotte Municipal Services as an Additional Insured for Products and Completed Operations insurance on Contractor's commercial general liability policy for a period of not less than two years after the final acceptance of the Work.

(a) Contractual Liability for defense and indemnification of liability assumed under this contract and all other contracts relative to the work let in the Contract. Such coverage shall not require that defense be provided on a joint basis to the Contractor and to Wyandotte Municipal Services, and shall not require that any suit name both the Contractor and Wyandotte Municipal Services before defense is provided by the insurer.

(b) Broad Form Property Damage.

(c) Personal Injury Liability.

(d) Product and Completed operations.

(e) Cross liability endorsement, stating that each is severally insured

(f) Amendment - aggregate limits per project.

(g) Explosion, collapse and underground damage coverage.

Professional Liability, (where applicable) (Errors and Omissions) insurance, in the amount of at least \$500,000 per claim or incident covering the acts, errors, omissions and professional performance of duties of the Contractor and any employees or agents thereof.

2. Comprehensive Automobile Liability Insurance including any state required no-fault coverages, covering the use of all owned, not-owned, and hired automobiles with a bodily injury and property damage limit equal to or greater than \$2,000,000.00 per occurrence.

All of the above insurance shall contain the following wording verbatim:

"It is agreed that this insurance shall not be canceled, materially changed or not renewed without at least a thirty (30) days written advance notice to Wyandotte Municipal Services at their principal mailing addresses."

- 2.02 In the event of a failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Wyandotte Municipal Services shall have the right to take out and maintain the same for all parties on behalf of the Contractor, who agrees to furnish all necessary information thereof and to pay the cost thereof to Wyandotte Municipal Services immediately upon presentation of a bill.
- 2.03 Should the Contractor engage a subcontractor, the conditions under this Agreement with respect to the securing of insurance will apply to each such subcontractor.
- 2.04 Contractor shall provide excess or umbrella liability insurance over the policies specified in 2.01 above, in the amount of \$1,000,000 per occurrence.
- 2.05 Contractor shall be responsible for any and all deductibles or retentions in the policies required in 2.01 above.
- 2.06 All insurance required in 2.01 above shall be provided from an insurer acceptable to Wyandotte Municipal Services.
- 2.07 All insurance required in 2.01 shall be primary as respects to all losses covered under those policies and shall not require participation or contribution from any insurance or other coverage carried by Wyandotte Municipal Services

2.08 The contractor shall not be permitted to start work without the aforementioned coverage and required documentation.

3.0. Equalization Factor in Wyandotte Municipal Services Specification: Any Wyandotte-based firm shall be deemed a better Proposal than the Proposal of any competing firm which is not Wyandotte based whenever the Proposal of such competing firm shall be equal to or higher than equalization percentage credit has been applied to the Proposal of the Wyandotte based firm. The equalization percentage credit shall be that percentage or credit which the competing firm has applied for similar or equivalent Proposals in the City where such competing firm is located. If the competing firm has no equalization percentage credit applied to Proposals in the City they are located in then no credit shall be applied to the Wyandotte based Proposal.

4.0. Final Acceptance and Payment: Invoice approval will occur upon final shipment and acceptance by owner. Complete compliance with this specification is required for final acceptance.

5.0. Change Orders and additions to the scope: Any additions to the work scope, materials, or specifications of the project must be authorized in writing using the Wyandotte Municipal Services Change Order Form. Authorization must be received prior to any additional work commencing or the contractor assumes the risk of total financial liability for the additional work.

7.0 Appendix E - Collusion Affidavit

The Affidavit set forth below must be executed on behalf of the Contractor and furnished with each Proposal.

State of _____
County of _____ ss:

_____, being duly sworn, deposes and says he/she is the _____ of _____, the Contractor, which has submitted, on or about the _____ day of _____, 20____, or will submit to Wyandotte Municipal Services, Wyandotte, Michigan, a proposal for _____ (item being Proposal), all as fully set forth in said proposal and that except as specified below, the aforementioned Contractor constitutes the only person, firm or corporation having any interest in said Proposal or in any contract, benefit or profit which may, might or could accrue to grow out of the acceptance in whole or in part of said proposal, said exceptions being as follows:

(If no exceptions, please state)

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

(Affiant)

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

(Notary Public)

8.0 Appendix F - Bond Proposal

NOTE: The following Proposal bond, or a cashier's or certified check in lieu thereof, must be executed and furnished with each Proposal, in an amount of \$150 or ten percent (10%) of the total Proposal price, whichever is greater. (If Contractor is not a corporation, cross out inappropriate wording).

KNOW ALL MEN BY THESE PRESENTS: That we, _____ a corporation organized and existing under the laws of the State of _____ as Principal, and _____ a surety company qualified to do business in the State of Michigan, as Surety, are hereby held and bound unto the Municipal Service Commission of the City of Wyandotte, Michigan, as Obligee, in the sum of _____ DOLLARS (\$ _____), for the payment of which we do well and truly and jointly and severally bind ourselves and our respective successors assigns.

DATED as of the _____ day of _____, 20__.

The conditions of this obligations are such: That whereas the above bound principal has submitted on or about the _____ day of _____, 20__ or will submit to the Obligee a proposal for _____, more fully described in said proposal, which proposal is, by reference, incorporated in and made part of this instrument.

NOW THEREFORE: If said Principal shall, upon acceptance of said proposal, either in whole or in part, enter into an appropriate contract with said Obligee for _____, said proposal and concurrently with the execution of said contract give bond, as required by said Obligee, for the full and faithful performance and keeping all the provisions, terms, requirements, covenants and warranties of said contract, then this obligation shall be void; otherwise, the same shall remain in full force and effect.

WITNESS the corporate hands and seals of the said Principal and said Surety as of the date first above written.

By: _____
(Principal)

By: _____
(Surety)

(Power of Attorney of Surety's attorney-in-fact should be attached.)

Certified or Cashier's Check

In lieu of the foregoing Proposal bond, but subject to all the conditions enumerated therein, a certified check ☐, cashier's check ☐, (check one), in the amount of

\$ _____ drawn on _____ Bank,
of _____ is deposited herewith.

(Name)

(Title)

9.0 Appendix G - Contract Agreement

Executed after award of contract for all contracts in excess of \$75,000.00

This contract made the _____ day of _____, 20____, by and between _____ hereafter called the "Contractor," and the City of Wyandotte, County of Wayne and State of Michigan (a municipal corporation organized under the laws of the State of Michigan), by and through its Municipal Service Commission, hereinafter call the "Owner."

WITNESSETH: That the Contractor and the Owner, for the Consideration stated herein, agree as follows:

ARTICLE I - SCOPE OF THE WORK:

The contractor shall perform all things required to be performed and shall provide and furnish all of the labor, materials, necessary tools and expendable equipment, and all utility and transportation services required to perform and complete, in a workmanlike manner, all of the work required, all in strict accordance with the specifications, including any and all addenda, and in these Contract Documents, which specifications are made a part of this contract, and in strict accordance with the Contractor's proposal and other contract documents herein mentioned, which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II - THE CONTRACT PRICE:

The Owner shall pay to the Contractor for the performance of this contract, in current funds, the contract price of : _____.

Payments are to be made to the Contractor in accordance with "Terms of Payment," of the attached Commercial Terms and Conditions and addenda, which are a part of this contract.

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT:

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Proposal Instruction and Information
2. Contract Agreement (this document) and Accompanying Bonds
3. Commercial Terms and Conditions
4. Technical Specifications
5. Proposal Form
6. Contractor's Proposal

In the event that any provision of the above component part of this contract conflicts with any provision in any other component part, the provision in the component part first enumerated

above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts, the day and year first above written.

Contractor

(Seal)

By: _____

Title : _____

Attest: _____

City of Wyandotte,

By and Through its
Municipal Service Commission

By:

General Manager/Secretary

Attest:

Approved as to
Form and Legality

City Attorney

10.0 Appendix H: Contract Change Order Form



Contract Change Order

Project Title: _____

Bid File Number: _____ Original Bid Date: _____

Change Order Number: _____ Change Order Date: _____

Contractor Contact:

Name: _____
Position: _____ Office Phone: _____
Company: _____ Cell Phone: _____

Original Contract Price	\$
Total of Previous Change Orders	\$
Total Contract Price Prior to this Change	\$
Net increase/(decrease) of this Change Order	\$
Total Contract Price as of this Change Order	\$

Description of and Reason for Change:

(Use addition sheets if necessary. Include all necessary drawings, inspection documents, photographs, schedule impacts, or economic justifications.)

By the signatures below this Change Order hereby amends the above referenced contract. All other Terms and Conditions of the Original Contract shall remain in full force and effect.

Approvals: _____ Signatures: _____ Date: _____

Contractor: _____

Power
Production: _____

General
Manager: _____

Note: This change order only becomes effective when signed by the General Manager

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 12, 2016

AGENDA ITEM # 5

ITEM: City Purchasing 558 Bondie, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property is an eyesore in the neighborhood. The City is being offered this property for the sales price of \$21,000.00. The property information is as follows:

Lot Size: 60' x 100'

Demolition Cost Estimated at: \$6,000.00

2016 SEV: \$27,390

Market Value: \$54,780

2015 Taxes: \$1,430.83

Once this property is purchased and removed, it will be advertised for sale for the construction of a new single family dwelling.

STRATEGIC PLAN/GOALS: This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that the City is committed to maintaining and developing excellent neighborhoods by, matching tools and efforts to the conditions in city neighborhoods, continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Approve the Purchase Agreement for the City to acquire property and authorize the Mayor and City Clerk to execute same.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 492-200-850-519 Land Purchases

IMPLEMENTATION PLAN: Mayor and City Clerk execute the Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: Approved PA. W. Look

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Purchase Agreement and Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 12, 2016

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at known as 558 Bondie in the amount of \$21,000.00 to be appropriated from TIFA Area Funds; AND

BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement; AND

BE IT FURTHER RESOLVED that the City Engineer is directed to demolish same upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte; AND

BE IT RESOLVED that William R. Look, City Attorney is authorized to execute closing documents for the purchase of said property on behalf of the Mayor and City Clerk.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

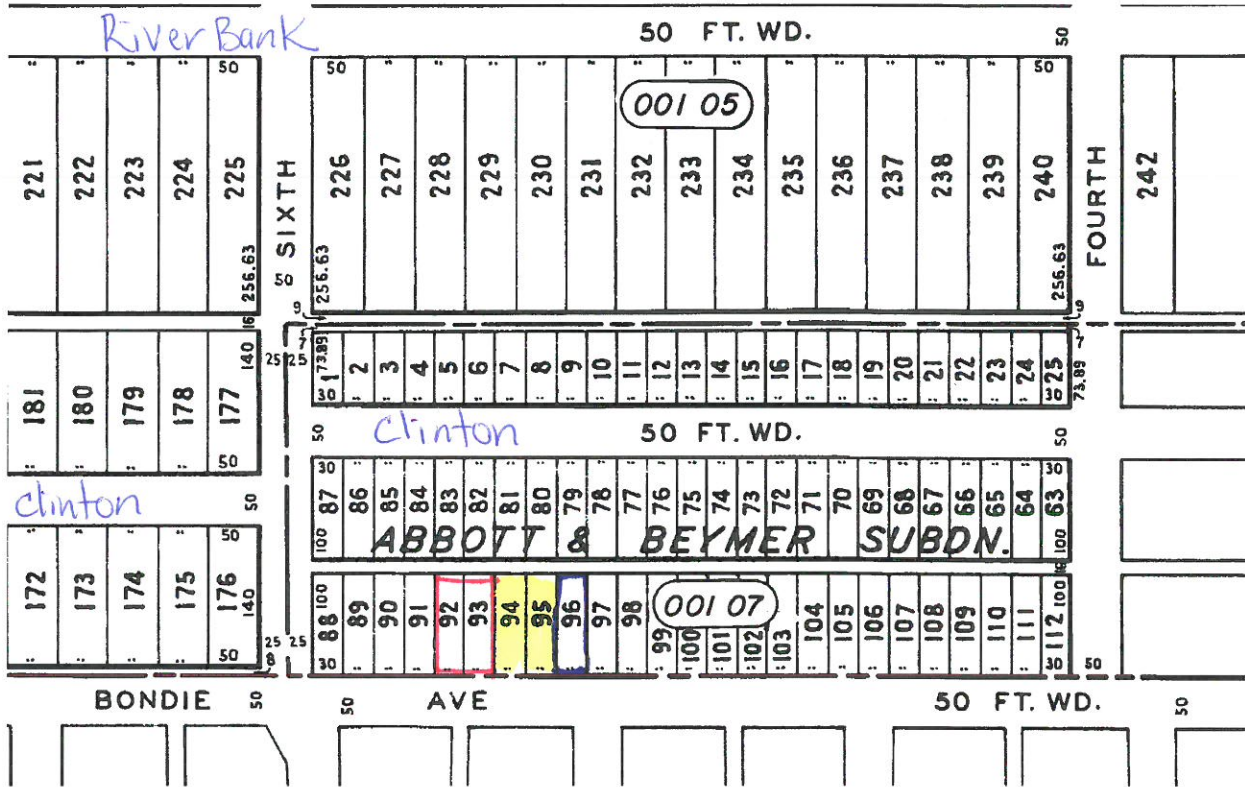
Supported by Councilperson _____

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

552 Bondie - LOT 96 ABBOTT AND BEYMER'S SUB P. C. 121 L30 P79 WCR – Lot Size 30' x 100'

558 Bondie - LOTS 94 and 95 ABBOTT AND BEYMER'S SUB P. C. 121 L30 P79 WCR Lot Size – 60' x 100'

572 Bondie - LOTS 92 AND 93 ABBOTT AND BEYMER'S SUB P. C. 121 L30 P79 WCR Lot Size – 60' x 100'



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)

OFFER TO PURCHASE REAL ESTATE

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

{ City
Township- of
Village

Wyandotte Wayne County, Michigan, described as follows:
Lots 94 and 95 Abbott and Beymer's Subdivision as recorded P.C. 121 in Liber 30, Page 79 WCR

_____ being known as
558 Bondie Street, together with all improvements and appurtenances,
including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna,
gas conversion unit and permit _____ if any, now on the premises, and to pay
therefore the sum of Twenty One Thousand (\$21,000.00) 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: A

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

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
Cash Sale with New Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing Mortgage	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on Land Contract	D. Payment of the sum of _____ Dollars, in cash or city check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.
Sale to Existing Land Contract	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
Time of Closing	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 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/ Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he 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 or obtain title insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u> If the Seller occupies the property, it shall be vacated on or before _____ closing From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p> <p>8. It is understood that this offer is irrevocable for 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.</p>
Broker's Authorization	<p>9. The seller is hereby authorized to accept this offer and the deposit of <u>0</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 _____

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: 1. Contingent upon City Council approval. 2. Seller agrees not to enter into any third-party agreements including with any telecommunications companies wishing to install equipment on said property prior to closing. Seller may salvage furnace, but agrees to removal prior to closing.

City of Wyandotte:

IN PRESENCE OF:

JOSEPH R. PETERSON, Mayor L. S. Purchaser

LAWRENCE S. STEC, Clerk L. S. Purchaser

Address _____
Phone: _____

Dated _____

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 _____

Phone _____

By: _____ Broker

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

IN PRESENCE OF:

Marcella L. Szczepanski L. S. Seller

Charles A. Beavers L. S. Seller

Address 9911 W 48th Rd WELLSBORO, MI 49688

Phone 231-862-3401

Dated: 11-29-16

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

HEARINGS GUIDE SHEET

SAD #943

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 12, 2016

SAD #943
AGENDA ITEM # Hearing

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

BACKGROUND: At the November 21, 2016, City Council meeting a Special Assessment Hearing for the proposed reconfiguration and reconstruction of Maple Street into one-way east was scheduled (see attached). Based on discussions at that meeting, enclosed is a revised design and estimated cost. The main change to the design is that the collection boxes have been moved to Biddle Avenue to decrease traffic on Maple Street. The estimated cost for this project is \$45,291.40. This communication should be made a part of the public hearing.

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: Approve Special Assessment District.

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

IMPLEMENTATION PLAN: Present contract extension to City Council for G.V. Cement to reconstruct street with budget amendment, complete project and submit final cost to City Council for assessing.

COMMISSION RECOMMENDATION: One-way street approved by Police & Fire Commission November 15, 2016

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Request for Council Action of November 14, 2016, Maple Street Design and Special Assessment Budget.

RESOLUTION

Wyandotte, Michigan
December 12, 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 1 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 # **943**.

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

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS

Absent _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 14, 2016

AGENDA ITEM # _____

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.

Approved by Police & Fire Commission 11/15/16

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.

Approved by Police & Fire
Commission 11/15/16

CITY ADMINISTRATOR'S RECOMMENDATION: *Shrysdal*

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. *Minutes from the Police & Fire Commission 11/15/16*

**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@dalymeritt.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.

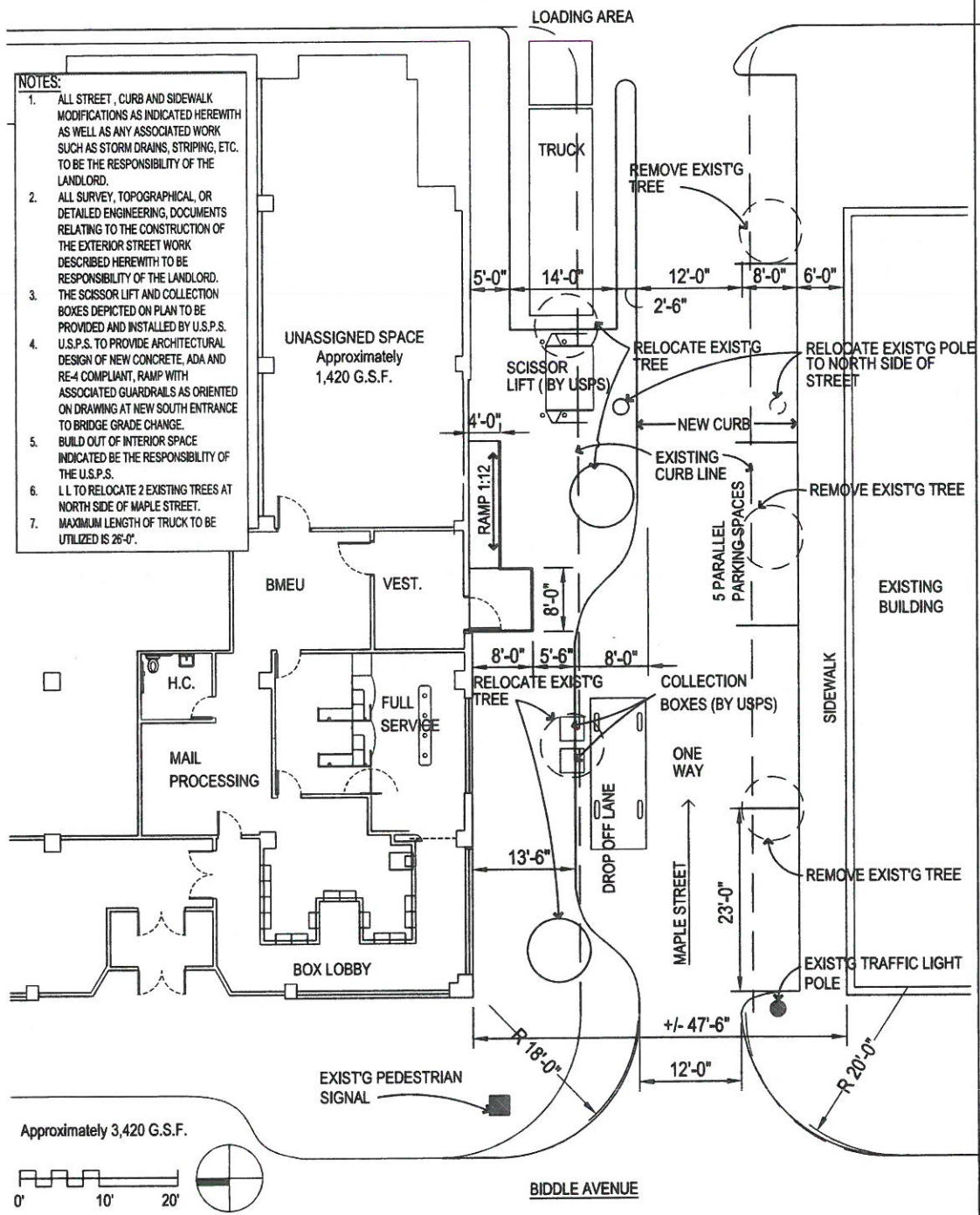
If you have any questions, feel free to give me a call at 303-264-0412. We look forward to working with you and your staff on this project.

Sincerely,

A handwritten signature in black ink 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 180 southfield, mi 48034 p 248 352 0099 f 248 352 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

City of Wyandotte
Police Commission Meeting

Special Commission Meeting
November 15, 2016

ROLL CALL

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

Absent: None

Others Present: None

The special meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:17 p.m.

The Minutes from the regular Police Commission meeting on October 25, 2016, were presented.

Melzer moved, Heck seconded,
CARRIED, to approve the regular minutes of October 25, 2016, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Police Statistics – October 2016, Year to Date

Some areas are down a little from 2015, like property crimes. Otherwise, there really aren't any trends for 2016.

The Commissioners are impressed by the number of self-initiated events created by the officers.

Melzer moved, Heck seconded,
CARRIED, to receive the October 2016 and Year-To-Date police statistics and place on file.

2. Update on New Officers

The last three officers hired are now out of their FTO training and patrolling on their own. They are all doing very well.

Chief Grant asked the Commissioners for their approval to hire three additional officers, two that just graduated from the police academy this week (Alex Stathakis and Dane Haskin) and one (Johnathan Cox) who is expected to graduate in July 2017.

Melzer moved, Heck seconded,
CARRIED, to approve the hiring of Alex Stathakis and Dane Haskin now and Johnathan Cox contingent upon his completion of the academy in July 2017.

3. Traffic Control Order – Change Direction of Maple Street at 3099 Biddle to Accommodate New Post Office

The postal service made this request indicating that their delivery trucks needed the street one way in order to operate efficiently.

Commissioner Melzer expressed his concerns about increased traffic in the area.

Chief Grant said there will definitely be more traffic in the area regardless of what type of business is located at the corner of Biddle and Maple.

Heck moved, Harris seconded,
CARRIED, to approve the Traffic Control Order to change Maple Street to one way as outlined in Inspector Zalewski's communication.

4. Bills and Accounts – November 15, 2016, \$24,659.20

Melzer moved, Heck seconded,
A Roll Call was held and the Motion
CARRIED, to unanimously approve payment of the bills for November 15, 2016, \$24,659.20

NEW BUSINESS

1. March Event

Chief Grant became aware of a planned march which was scheduled to occur this Friday during the 3rd Friday festivities. The motto of the group planning the march is "Make Racists Afraid Again." The plan was to meet at 5:30 p.m. at Bishop Park and proceed downtown. However, it now appears this march has been cancelled by the proponents due to the negativity surrounding it. Chief Grant will still go to Bishop Park on Friday at 5:30 p.m. to make sure that nothing really is taking place.

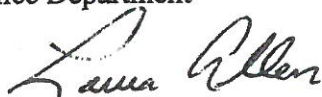
Members of the Audience

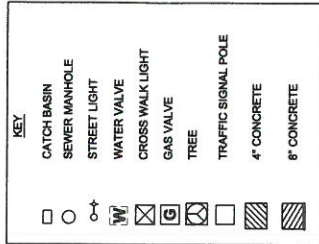
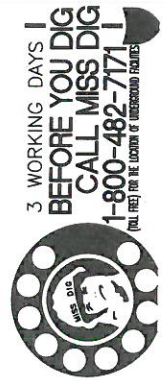
ADJOURNMENT

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:50 p.m.

Melzer moved, Heck seconded,
CARRIED, to adjourn meeting at 6:50 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department



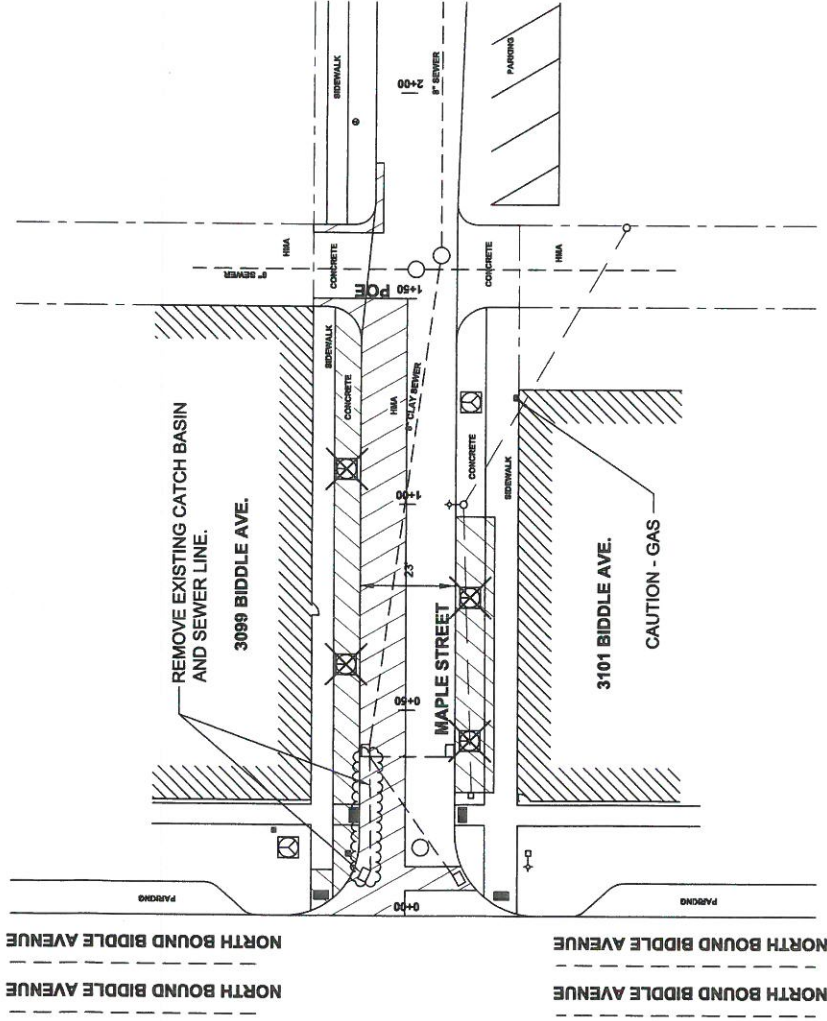


SCALE - 1" = 30' - 0"



SCALE - 1" = 30' - 0"

KEY	
	CATCH BASIN
	SEWER MANHOLE
	STREET LIGHT
	WATER VALVE
	CROSS WALK LIGHT
	GAS VALVE
	TREE
	TRAFFIC SIGNAL POLE
	4" CONCRETE REMOVE
	6" CONCRETE REMOVE



Maple St Reconstruction

Complied 12/05/16

#	Item	Estimated Quantity	Unit	Unit Cost	Total
1	Remove cocrrete pavement with HMA overlay	240	SYD	\$8.00	\$1,920.00
2	Remove 4 inch concrete sidewalk	1,500	SFT	\$1.50	\$2,250.00
3	Remove existing catch basin	1	EA	\$400.00	\$400.00
4	Install new catch basin	3	EA	\$1,600.00	\$4,800.00
5	Install 6 inch PVC storm sewer	42	LFT	\$42.00	\$1,764.00
6	Adjust & seal existing man hole	3	EA	\$400.00	\$1,200.00
7	Adjust & seal existing catch basin	3	EA	\$400.00	\$1,200.00
8	Rebuild exist structure	6	LFT	\$360.00	\$2,160.00
9	Earth excavation	45	CYD	\$8.00	\$360.00
10	21A stone base	80	TON	\$14.00	\$1,120.00
11	8 inch concrete pavement with dowels	270	SYD	\$45.00	\$12,150.00
12	HMA butt joint, 2 feet wide	5	LFT	\$150.00	\$750.00
13	4 inch concrete sidewalk	1,500	SFT	\$5.00	\$7,500.00
14	4 inch concrete sidewalk ADA ramp	200	SFT	\$10.00	\$2,000.00
15	ADA detectable warning surface	10	LFT	\$60.00	\$600.00
16	Re-grade and sod	50	SYD	\$10.00	\$500.00
17	Traffic maintenance and control	1	LS	\$250.00	\$250.00
18	Clean up	1	LS	\$250.00	\$250.00

Total = \$41,174.00

10% Engineering = \$4,117.40

Grand Total = \$45,291.40

Objection - T. Kaul, resolution 2016-543 (placed on file)

November 23,2016

Dear Mayor and City Council,

As a resident and taxpayer of the neighborhood most affected by the proposed relocation of the post office(USPS) to the corner of Biddle Ave. and Maple St. I wish to express numerous concerns regarding this project. If the USPS were to move to that location it has the potential to destroy one of the premier neighborhoods of the city, (obviously my opinion is biased). How can the city allow the overdevelopment of this site and look at your constituents and in good conscience say that this is for the public good.

As a taxpayer I would like to know the estimated upfront costs of the road alteration that we the taxpayers have to pay. Why is it the taxpayers responsibility to front the monies required and not the USPS? The USPS is responsible for the build out of the interior of this office , so why aren't they responsible for the exterior alteration?

The criteria for the USPS from the start was for seven to eleven parking spots ON-SITE. The landlord of the Eureka Rd. site gave them eighteen. The Biddle Ave. site has NONE. Has anyone, federal or local, done a cost/benefit analysis between the two sites? Rent comparisons? Taxpayer costs?

In looking at the schematic the USPS want to make Maple St. one-way going from west(Biddle) to east(VanAlstyne) with parking on both sides of the street and five foot sidewalks on each side for in their words "safety". That leaves just twelve feet of road width left-- how can that be considered "safe" considering the large volume of traffic that the USPS generates. The post office's current site has parking on both sides of Oak St. and THREE lanes for traffic. At times now there is traffic congestion even with multiple lanes for traffic. Can you imagine the congestion in a single lane traffic pattern? With the "drop boxes" located on the north side of Maple St. it would take just three to four cars lined up at those boxes to have traffic backed up onto Biddle Ave. The Biddle and Maple is completely inadequate to handle this volume of traffic.

Another issue is how will postal customers access the USPS office during the art fair, the parades, and all the third Friday events that cause Biddle Ave. to close down? There would be none of those issues if the USPS office were located at the Eureka Rd. site.

Finally my last concern has to do with the USPS delivery/pickup truck. How many times a day and when will it be making its deliveries? The reason for this concern is that come spring when we all want to have our windows open to get that nice fresh air my neighborhood will hear the noise of our outdoor cafes till two a.m., then hear the BEEP-BEEP-BEEP of the USPS truck backing up to its spot a little later and then to hear the rowing coaches and their bullhorns starting at five a.m. The Eureka Rd. site has no residential area near it so that traffic and noise issues from the post office would be nonexistent.

If it is the City's intent to once again destroy this neighborhood with increased traffic and congestion then you should proceed with the alteration of Maple St. However if the City wants to follow its own

goals and objectives spelled out in the City's strategic plan to have "a positive impact on the surrounding areas and neighborhoods", then you should deny this project.

In the early 1970's the city tried to destroy our neighborhood for an ill conceived traffic bypass. With the over development of this Biddle Ave. site , the City again seems to want to destroy this neighborhood. PLEASE do not let it happen. Is a post office really worth it ?I don't think so.

Sincerely,

A handwritten signature in blue ink that reads "Tom Kaul". The signature is written in a cursive, flowing style.

Tom Kaul

3115 Van Alstyne, Wyandotte

Guide Sheet

FIRST & FINAL READING OF AN ORDINANCE

#1441

AN ORDINANCE ENTITLED
“AN ORDINANCE DETERMINING THE SALARY
FOR THE CITY ASSESSOR”

#1442

AN ORDINANCE ENTITLED
“AN ORDINANCE DETERMINING THE SALARY
FOR THE CITY TREASURER”

AN ORDINANCE ENTITLED
“AN ORDINANCE DETERMINING THE SALARY,
FOR THE CITY ASSESSOR”

THE CITY OF WYANDOTTE ORDAINS:

Section 1. SALARY FOR ASSESSOR

Commencing with the term of office that begins May 10, 2017, the salary for the City Assessor shall be as follows:

Effective May 10, 2017 an annual salary of \$4,800.00

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

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

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	VanBoxell	_____

Absent: _____

I hereby approve the adoption of the foregoing ordinance this _____ day of _____, 2016.

CERTIFICATE

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 Council of the City of Wyandotte, at a regular session thereof on Monday, the day of , 2016.

Dated: _____, 2016

JOSEPH R. PETERSON, Mayor

LAWRENCE S. STEC, City Clerk

AN ORDINANCE ENTITLED
“AN ORDINANCE DETERMINING THE SALARY FOR THE CITY TREASURER”

THE CITY OF WYANDOTTE ORDAINS:

Section 1. **SALARY FOR TREASURER**

Commencing with the term of office that begins May 10, 2017, the salary for the City Treasurer shall be as follows:

Effective May 10, 2017 an annual salary of \$4,800.00

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

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

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	VanBoxell	_____

Absent: _____

I hereby approve the adoption of the foregoing ordinance this
day of _____, 2016.

CERTIFICATE

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 Council of the City of Wyandotte, at a regular session thereof on Monday, the day of , 2016.

Dated: _____, 2016

JOSEPH R. PETERSON, Mayor

LAWRENCE S. STEC, City Clerk

CITY OF WYANDOTTE
REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, December 5, 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.

Present: Councilpersons Sheri Fricke, Daniel Galeski, Ted Miciura, Leonard Sabuda, Donald Schultz, and Kevin VanBoxell

Absent: NONE

Also Present: Thomas Woodruff, City Assessor; Todd Browning, City Treasurer; William Look, City Attorney; Mark Kowalewski, City Engineer; and Lawrence Stec, City Clerk

PRESENTATIONS

None

UNFINISHED BUSINESS

Discussion regarding Resolution #2016-571 & #2016-572

COMMUNICATIONS MISCELLANEOUS

Discussion regarding Resolution #2016-573 & #2016-574

PERSONS IN THE AUDIENCE

None

NEW BUSINESS (ELECTED OFFICIALS)

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

Discussion regarding Resolution #2016-575 - #2016-586

PRESENTATION OF PETITIONS

None

REPORTS & MINUTES

City Council

November 21, 2016

Daily Cash Receipts

November 23 & 29, 2016

CITIZENS PARTICIPATION

- Chris Calvin, 466 Sycamore, regarding Council meeting proceedings, assessor position, and candidate petitions.
- Tom Pillar, 2397 23rd St., regarding assessor position salary
- Anne Rudisil, 2418 23rd St., regarding success of VFW Thanksgiving event.
- Phil Owens, 19th St., regarding downtown lights, assessor position salary & retention.

RECESS

RECONVENE

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, VanBoxell, and Mayor Joseph R. Peterson

Absent: NONE

Also Present: Thomas Woodruff, City Assessor; Todd Browning, City Treasurer; William Look, City Attorney; Mark Kowalewski, City Engineer; and Lawrence Stec, City Clerk

HEARINGS

None

FIRST READING OF AN ORDINANCE

None

FINAL READING OF AN ORDINANCE

- #1437: Section 25-76.3 "Prohibited Conduct"
- #1438: Section 25-10.1 "Mandatory School Attendance and Educational Neglect"
- #1439: Section 25-10.4 "School Residency Fraud"
- #1440: Zoning Ord. Amendment - Art. XXIV – General Provisions, Section 2408 - Signs

RESOLUTIONS

2016-570 MINUTES

By Councilperson Miciura, supported by Councilperson Fricke

RESOLVED that the minutes of the meeting held under the date of November 28, 2016, be approved as recorded.

Motion unanimously carried.

2016-571 IAFF MUTUAL AID – CITY ADMINISTRATOR RESPONSE

By Councilperson Miciura, supported by Councilperson Fricke

BE IT RESOLVED that Council acknowledges receipt of the communication from the City Administrator relative to the response to the Wyandotte Fire Fighter's IAFF Local 356 communication relative to the Downriver Mutual Aid Agreement and Level of Service; AND

BE IT FURTHER RESOLVED that said communication is received and placed on file.

Motion unanimously carried.

2016-572 SECOND CHANCE NETWORK INTERSECTION DRIVE REQUEST

By Councilperson Miciura, supported by Councilperson Fricke

WHEREAS the representatives from Second Chance Network have met with the Chief of Police regarding their request for an intersection drive within the City of Wyandotte and have appeared before the City Council at the meeting on December 5, 2016 at the request of the Council.

THEREFORE, BE IT RESOLVED that the City of Wyandotte permits Second Chance Network to solicit at the following locations from Wednesday, December 21st – Saturday, December 24th, 2016:

Fort & Ford Ave.

Biddle & Ford Ave.

Fort & Eureka

Biddle & Eureka

Goddard & Fort

Biddle & Oak

Fort & Oak

BE IT FURTHER RESOLVED that the applicant shall comply with all state laws and local ordinances and submit a Hold Harmless agreement to the City Clerk as prepared by the Department of Legal Affairs.

BE IT FURTHER RESOLVED that any conflicts with other groups that may ask to solicit during the same week shall be worked out between the soliciting organization's representatives.

Motion unanimously carried.

2016-573 OFFICE SERVICE ZONING DISTRICT SIGN ORDINANCE – LUPINI

By Councilperson Miciura, supported by Councilperson Fricke

BE IT RESOLVED the communication from Dr. John Lupini regarding his request to allow Electronic Digital Message Signs in the Office Service Zoning District be included as part of the Final Reading of the Sign Ordinance, specifically Section 2408.F.2.i.1, to include electronic message signs in the Office Service (O-S) Zoning District as identified in the communication from the City Engineer.

Motion unanimously carried.

2016-574 USPS BUILDING RELOCATION – A. ALLOTTA

By Councilperson Miciura, supported by Councilperson Fricke

BE IT RESOLVED the communication from A. Allotta regarding the relocation of the USPS building be received and placed on file.

Motion unanimously carried.

2016-575 EMPLOYEE COMPENSATION – 1-TIME PAYMENT

By Councilperson Miciura, supported by Councilperson Fricke

BE IT RESOLVED that Council concurs with the recommendation of the Mayor as set forth in his communication dated December 5, 2015 relative to a one-time payment to eligible AFSCME and POAM-Dispatch employees; AND

BE IT FURTHER RESOLVED that Council authorizes the distribution of a one-time compensation payment of \$1,000 to all eligible full-time employees who worked the entire 2016 calendar year and \$500 for all eligible employees who were hired during the 2016 calendar year; AND

BE IT FURTHER RESOLVED that Council directs the City Administrator to prepare the appropriate Memorandum of Agreement with each collective bargaining unit which will specify that the one-time payment will not be included in Final Average Compensation (FAC) that is used for defined benefit pension purposes nor will it be included in base wages for defined contribution (401a) matching purposes.

Motion unanimously carried.

2016-576 WAGE INCREASE FOR NON-UNION, FULL-TIME EMPLOYEES

By Councilperson Miciura, supported by Councilperson Fricke

BE IT RESOLVED that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the general increase of 3.5% for all eligible full-time, non-union employees effective January 1, 2017.

Motion unanimously carried.

2016-577 DELINQUENT PAYABLE – COSTAR GROUP

By Councilperson Miciura, supported by Councilperson Fricke

BE IT RESOLVED that Council hereby receives the communication from the City Administrator relative to the notice of delinquency from Receivables Control Corporation, a collection agency working on behalf of the CoStar Group who entered into a contract with the Downriver Consolidated Assessing (DCA); AND

BE IT FURTHER RESOLVED that the City Assessor review the Costar License Agreement and advise the City Assessor of its terms.

BE IT FURTHER RESOLVED that the City Assessor is directed to contact Costar immediately to negotiate a final termination of this agreement and to provide a recommendation, in writing, to the City Council and DCA under what terms he proposes to terminate the contract and provide the necessary notice not to renew.

Motion unanimously carried.

2016-578 FINANCIAL ANALYSIS – ASSESSING DEPARTMENT

By Councilperson Sabuda, supported by Councilperson Schultz

BE IT RESOLVED that Council acknowledges receipt of the communication from the City Administrator relative to the financial analysis of the City of Wyandotte's Assessing Department; AND BE IT FURTHER RESOLVED that Council receives and places on said communication on file and concurs with the prior recommendation to schedule a hearing to adopt the compensation ordinances for the City Assessor and City Treasurer at an amount of \$400 per month with no additional compensation or fringe benefits.

Motion carried.

YEAS: Councilpersons Sabuda, Schultz, VanBoxell, Mayor Peterson

NAYS: Councilpersons Fricke, Galeski, Miciura

2016-579 FINANCIAL ANALYSIS – ASSESSING DEPARTMENT (ALT.) - DENIED

By Councilperson Miciura, supported by Councilperson Fricke

BE IT RESOLVED that commencing with the term of office that begins on May 10, 2017, the salary for the City Assessor and City Treasurer remain at their present amounts as adopted on the 3rd of December 2012, with all levels; AND

BE IT FURTHER RESOLVED that all other benefits as outlined in the adopted resolution also remain in place per the resolution adopted on December 3rd, 2012.

Motion denied.

YEAS: Councilpersons Galeski, Miciura

NAYS: Councilpersons Fricke, Sabuda, Schultz, VanBoxell

2016-580 2017 COUNCIL MEETING CANCELLATIONS

By Councilperson Miciura, supported by Councilperson Fricke

WHEREAS the following 2017 holidays and events occur on such a day and time that would not allow for distribution of information to interested parties in regards to regularly scheduled City Council meetings:

January 2 – New Year's Day

January 16 – Martin Luther King Day

February 20 – President's Day

April 17 – Easter

May 1 – City General Election (May 2)

May 29 – Memorial Day

July 3 – Independence Day

July 17 – Street Fair (following Monday)

September 4 – Labor Day

November 27 – Thanksgiving

December 25 - Christmas

THEREFORE BE IT RESOLVED that the above-mentioned 2017 regular meetings of the City Council are hereby cancelled due to the holidays and events associated with each date as listed above.

Motion unanimously carried.

2016-581 NOVEMBER GENERAL ELECTION CERTIFIED RESULTS

By Councilperson Miciura, supported by Councilperson Fricke

WHEREAS the General Election was held on November 8, 2016, and

WHEREAS in accordance with election law, the Wayne County Board of Canvassers performed the canvass and certified the election results on November 22, 2016.

THEREFORE BE IT RESOLVED that the Wayne County Board of Canvassers Certificate of Determination and local election results be received and placed on file in the City Clerk's Office.

Motion unanimously carried.

2016-582 MSU STUDENT PLANNING PRACTICUM AWARD

By Councilperson Miciura, supported by Councilperson Fricke

WHEREAS the DDA has been awarded the Michigan State University's Student Planning Practicum Program in which 5 professional students from MSU's College of Planning, Design, and Construction Management will spend 250 hours in the City of Wyandotte to identify and analyze, plan and report on a project of the DDA/City of Wyandotte's choosing.

WHEREAS the total cost of the program is \$5,000, with the DDA proposing a contribution of \$2,000-\$5,000 from the DDA Miscellaneous Budget (Account #499-200-926-790) and requesting a contribution from the City of Wyandotte's General Fund Budget (Account #101-200-825-390) in the amount of \$1,000.

BE IT RESOLVED that Council approves the request of the DDA Director to support the DDA and the Michigan State University Planning Practicum Program; AND

BE IT FURTHER RESOLVED that Mayor and Council hereby agree to contribute \$1,000 to said program.

Motion unanimously carried.

2016-583 REZONING APPLICATION – 1128 EUREKA

By Councilperson Miciura, supported by Councilperson Fricke

BE IT RESOLVED that Council refers the Rezoning Application for 1128 Eureka to the Planning Commission for the required public hearing.

Motion unanimously carried.

2016-584 BOATLIFT INSTALLATION PROPOSAL – 23 WALNUT

By Councilperson Miciura, supported by Councilperson Fricke

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

RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE.

The request to install a boatlift at 23 Walnut Street in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

Lots 1 and 2, River Park Sub, as recorded in Liber 26, Page 73 of Plats, Wayne County Records. I move the adoption of the foregoing Resolution is hereby approved based on the submittal of the Grant of License, Hold Harmless, and approval of the building permit including a boat lift with a canopy with inspections by the City Engineer.

Motion unanimously carried.

2016-585 CONTRACT EMPLOYEE WAGE INCREASES – ENG. DEPT.

By Councilperson Miciura, supported by Councilperson Fricke

BE IT RESOLVED by the City Council that the communication from the City Engineer regarding Contract Employees in the Engineering and Building Department is hereby received and approved; AND

NOW THEREFORE BE IT RESOLVED that Council approves the increase in fees for the Upon Sale/Rental Fees as follows:

	<u>FEE 2016</u>	<u>FEE 2017</u>
Single Family Dwelling	\$ 190.00	\$ 196.00
Two Family Dwelling	\$ 285.00	\$ 294.00
Each Additional Unit (in same bldg.)	\$ 95.00	\$ 98.00
25 Units or More	\$2,470.00	\$2,548.00

AND Council hereby schedules the 1st reading of the Ordinance; AND

BE IT RESOLVED that any future increases in fees may be made by Council Resolution; AND

BE IT RESOLVED that Council approves the increase to the Plumbing Inspector's Contract, Upon Sale/Rental Inspectors' Contracts, Electrical Inspector's Contract, Mechanical Inspector's Contract as submitted to City Council; AND

FURTHER Council authorizes the Mayor and City Clerk to execute the Amendment to Memorandum of Agreement with said Contractors after review by the Department of Legal Affairs.
Motion carried.

YEAS: Councilpersons Galeski, Miciura, Sabuda, Schultz, VanBoxell

NAYS: Councilperson Fricke

2016-586 81 CHESTNUT LEASE AGREEMENT (DCA)

By Councilperson Miciura, supported by Councilperson Fricke

BE IT RESOLVED that Council approves the request of the DDA Director and sign this 10-year lease agreement for 81 Chestnut Street for the Downriver Council for the Arts.

BE IT FURTHER RESOLVED that Council authorized Mayor and City Clerk to sign the agreement with a term to expire on September 30, 2026.

Motion unanimously carried.

2016-587 BILLS & ACCOUNTS

By Councilperson Miciura, supported by Councilperson Fricke

RESOLVED that the total bills and accounts of \$627,976.03 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

2016-588 #1437: OFFENSES AGAINST PUBLIC PEACE, PROHIBITED CONDUCT

By Councilperson Miciura, supported by Councilperson Fricke

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF

WYANDOTTE CODE OF ORDINANCE BY AMENDING SEC. 25-76.3

“PROHIBITED CONDUCT”

THE CITY OF WYANDOTTE ORDAINS:

Section 1 Amendment of Sec. 25-76.3 “Prohibited Conduct”

- a) It shall be unlawful for any person under the age of twenty (20) to act in a violent, quarrelsome, loud, disorderly or destructive manner with the City of Wyandotte.
- b) It shall be unlawful for any person under the age of twenty (20) to commit any act that disturbs, or annoys others, including, but not limited to any vulgar language, profanity, verbal harassment, or threatening behavior, or any act tending to cause a breach of peace within the City of Wyandotte.
- c) Any person violating either subsection (a) or (b) of this section shall be responsible for a municipal civil infraction punishable as follows:
 - 1) For the first violation, a fine of not more than one hundred dollars (\$100.00) plus court cost and/or community service.
 - 2) For a second violation, a fine of not more than two hundred dollars (\$200.00) plus court cost and/or community service.
 - 3) For a third violation, a fine of not more than three hundred dollars (\$300.00) plus court costs and/or community service.
- d) In any case a person violates subsection (a) or (b) on school grounds or during school function(s), the Superintendent of Schools in the City of Wyandotte, his or her designated attendance officer or law enforcement official may issue violation(s).
- e) Any person charged with violating this section under the age of seventeen (17) shall be accompanied to the District Court hearing on said charges by their parent or legal guardian.

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3200 Biddle, Wyandotte, Michigan.

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 5th day of December, 2016.

JOSEPH R. PETERSON, Mayor
Clerk

LAWRENCE STEC, City

2016-589 #1438: MANDATORY SCHOOL ATTENDANCE & EDUCATIONAL NEGLECT
By Councilperson Miciura, supported by Councilperson Fricke

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF

WYANDOTTE CODE OF ORDINANCE BY AMENDING SEC. 25-10.1

"MANDATORY SCHOOL ATTENDANCE AND EDUCATIONAL NEGLECT"

THE CITY OF WYANDOTTE ORDAINS:

Section 1 Amendment of Sec. 25-10.1 "Mandatory School Attendance and Educational Neglect"

- a) This section shall be known as and may be cited as the "Mandatory School Attendance and Educational Neglect Ordinance" of the City of Wyandotte.
- b) Every parent guardian, or other person in the City of Wyandotte having control and charge of a child from the age of six (6) to the child's sixteenth birthday, shall send that child to school during the entire school year. The child's attendance shall be continuous and consecutive for the school year fixed by the School District in which the child is enrolled. A child becoming six (6) years of age before December 1 shall be enrolled on the first school day of the school year in which the child's sixth birthday occurs.
- c) No person having the care, custody, or control of a child is required to be enrolled in, or is enrolled in school, shall fail to properly supervise or care for such child where such failure of supervision or care, causes the child to:
 - i. fail to attend school regularly, consecutively, or on time at the start of the school day, unless valid excuse is provided, according to the attendance policy of the School District, or
 - ii. have continued discipline, misconduct, or inappropriate behavior of said child at school, or
 - iii. have continued violations of the adopted school student codes of conduct by the child.
 If a person is responsible for (i), (ii), and/or (iii) above, said person shall be presumed to be in violation of this section, and where such person as defined above, shall fail to participate in, or comply with, the corrective measures adopted by the School District for the attendance, discipline, misconduct, behavior or student code of conduct of the child, shall be a failure to properly supervise or care for such child.
- d) The Superintendent of Schools in the City of Wyandotte, his or her designated attendance officer, or other law enforcement officer, shall investigate each case when notified by a teacher, principal, assistant principal, school officer, or other person, of a violation of section (c). If the child complained of is not exempt from public school attendance under state law, the

Superintendent of Schools in the City of Wyandotte, his or her designated attendance officer, or other law enforcement officer shall proceed immediately in the manner provided in this section.

- i. The Superintendent of Schools in the City of Wyandotte, his or her designated attendance officer, or other law enforcement officer, may notify in writing, the parent/guardian in person, or by certified mail, to come to the school or to a place designated at a specified time to discuss the child, as well as requiring the child appear at the school the next regular school day following the receipt of notice, and to continue in regular and consecutive attendance in school. Proof of service of the required notice shall be retained by the Superintendent of Schools in the City of Wyandotte or his or her designated attendance officer, or other law enforcement official, who shall notify the appropriate school officials in case of failure on the part of the parent/guardian to comply with the notice, **OR**,
 - ii. If after a conference with a parent/guardian that has care, control, or custody of a child, has not resulted in compliance of section (c).
- e) The Superintendent of Schools in the City of Wyandotte, his or her designated attendance officer, or other law enforcement officer, after giving the formal notice in person, or by mail as prescribed in subsection (d), shall determine whether the parent/guardian has complied with section (c). The Superintendent of Schools in the City of Wyandotte, his or her designated attendance officer, or other law enforcement officer, shall ticket or make a complaint against the parent/guardian having the legal care, custody, or control of the child who fails to comply to the court having jurisdiction in the City of Wyandotte. The court shall proceed to hear and determine it in the same manner as is provided for other cases under its jurisdiction.
 - f) All school personnel, principals, assistant principals, administrators, and teachers shall give assistance and furnish information to aid the Superintendent of Schools in the City of Wyandotte or his or her designee in the performance of their official duties under this section.
 - g) A parent or guardian who fails to comply with any provision of this section is responsible for a municipal civil infraction punishable by a fine of one hundred (\$100.00) together with court costs. Any parent or guardian who is found to have fails to comply with any provisions of this section on more than one occasion is guilty of a misdemeanor punishable by a fine, not to exceed five hundred (\$500.00) and/or imprisonment not to exceed ninety (90) days, together with court costs.

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3200 Biddle, Wyandotte, Michigan.

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 5th day of December, 2016.

JOSEPH R. PETERSON, Mayor

LAWRENCE STEC, City Clerk

2016-590 #1439: SCHOOL RESIDENCY FRAUD

By Councilperson Miciura, supported by Councilperson Fricke

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF
WYANDOTTE CODE OF ORDINANCE BY ADOPTING SEC. 25-10.4
“SCHOOL RESIDENCY FRAUD”

THE CITY OF WYANDOTTE ORDAINS:

Section 1 Adoption of Section 25-10.4 “School Residency Fraud”

- a) It is unlawful for any parent or legal guardian to register their son or daughter in any school within the Wyandotte School District using a fraudulent address.
- b) It shall be unlawful for any person to allow their address to be used fraudulently for purposes of establishing school residency for any student in the Wyandotte School District who does not reside in their residence.
- c) The designated school truancy officer or any of the officials identified in Sec. 23.5-5 is authorized to issue and serve an appearance ticket under this section.
- d) Any person violating subsection (a) or (b) is responsible for a municipal civil infraction punishable by a fine not to exceed two hundred fifty dollars (\$250.00) and/or court costs.

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk’s Office, 3200 Biddle, Wyandotte, Michigan.

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 5th day of December, 2016.

JOSEPH R. PETERSON, Mayor

LAWRENCE STEC, City Clerk

2016-591 #1440: SIGN ORDINANCE – ARTICLE XXIV, SECTION 2408

By Councilperson Miciura, supported by Councilperson Fricke

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 signs 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.

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.

- B. 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.
- C. 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.
- D. 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

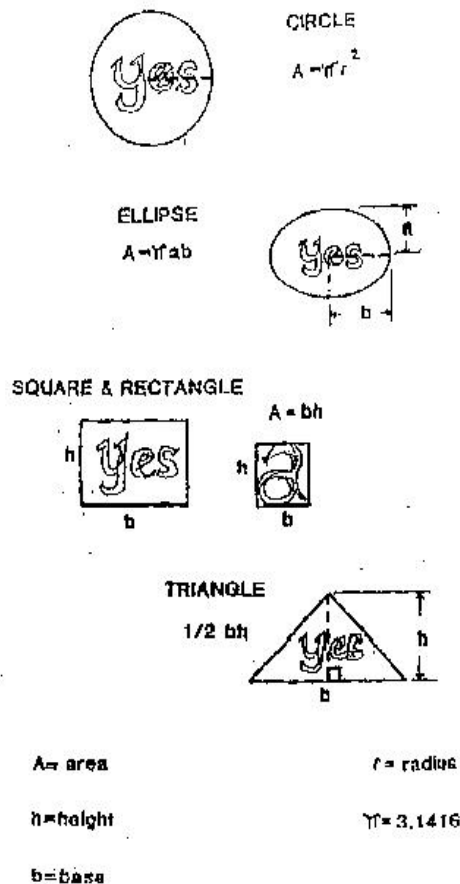


Fig. 20

E. 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.

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.

- (c) 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.
- (d) 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.
- (e) 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.
- (f) "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.
- (g) 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.

(h) 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.

(i) 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

Multiply building frontage By Centerline of Street:

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 shall only be permitted as ground, wall or pole signs.

(2) 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.

F. 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.

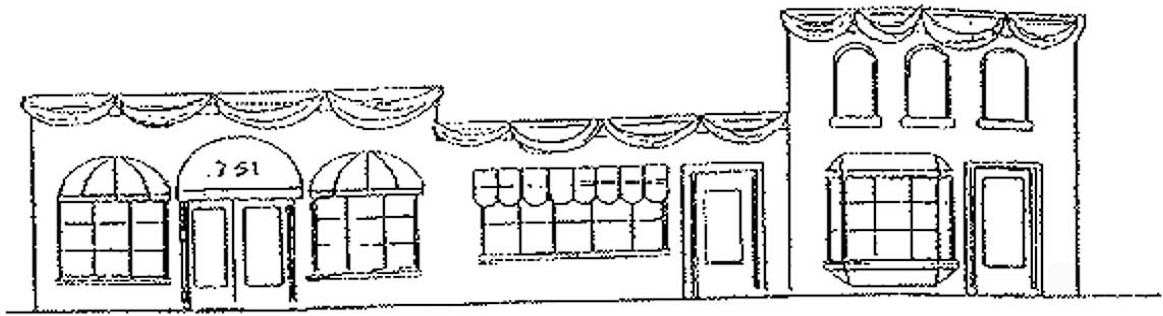
G. Sign Permits Required. It shall be unlawful for any person to erect, repair, paint, alter or relocate any sign within the City as defined in this ordinance without first obtaining a permit from the Wyandotte Building Department with the exception of the following:

- 1. Signs for which a Permit is not Required

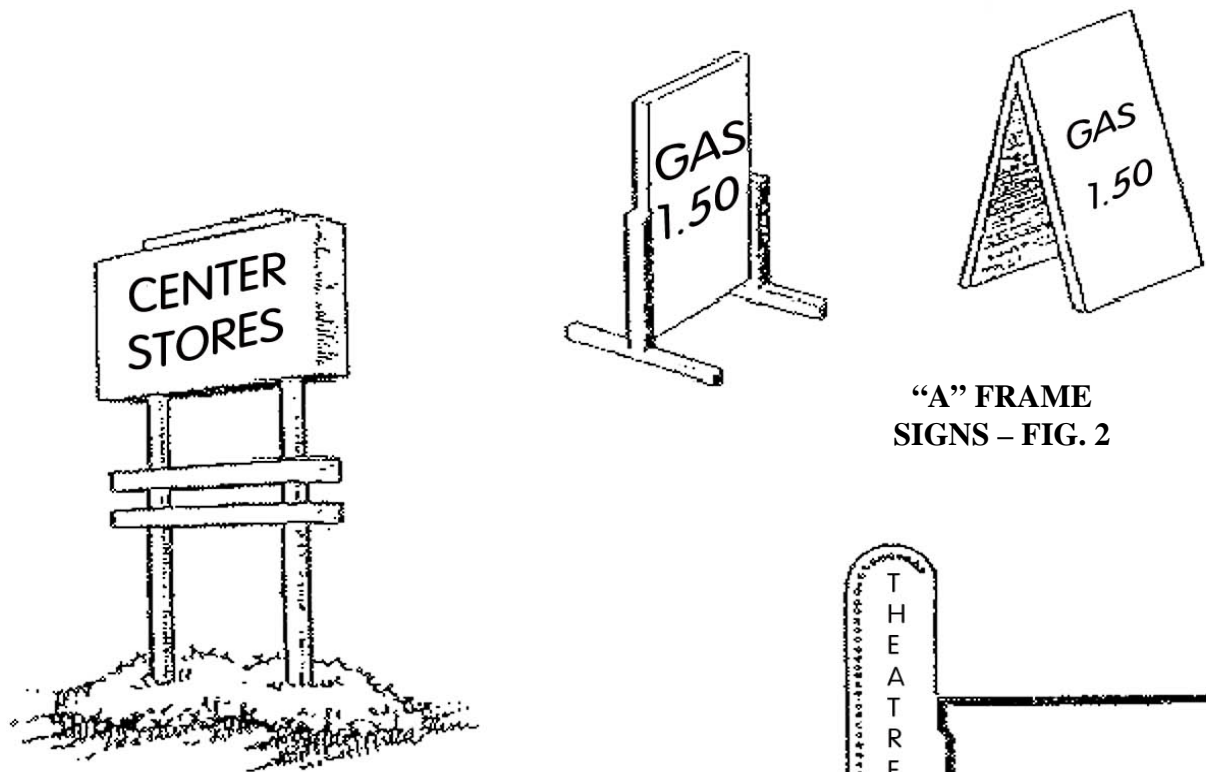
- (a) Wall signs not exceeding four (4) square feet in area.
 - (b) Bulletin boards when the same are located on the premises of said institutions; provided, however, if said signs are electrically illuminated, an electrical permit must be obtained.
 - (c) Traffic or other municipal signs, legal notices, 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.
- H. 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.

- I. Enforcement. This ordinance shall be enforced by the Building Official or an employee designated by the City Council.
- J. 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.
- K. 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

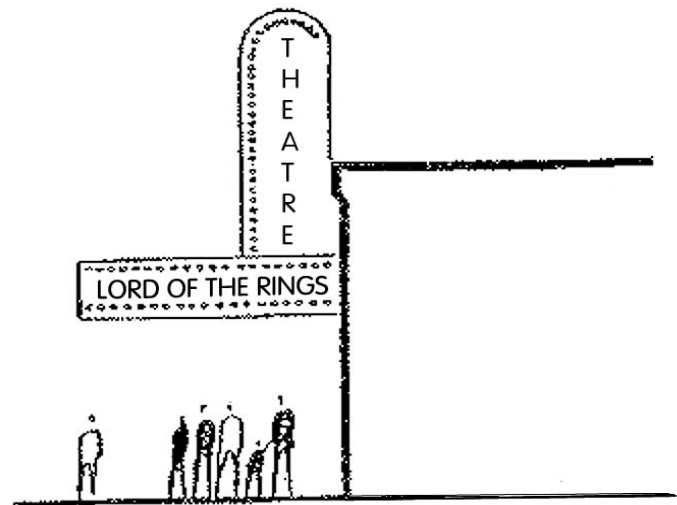


**“A” FRAME
SIGNS – FIG. 2**

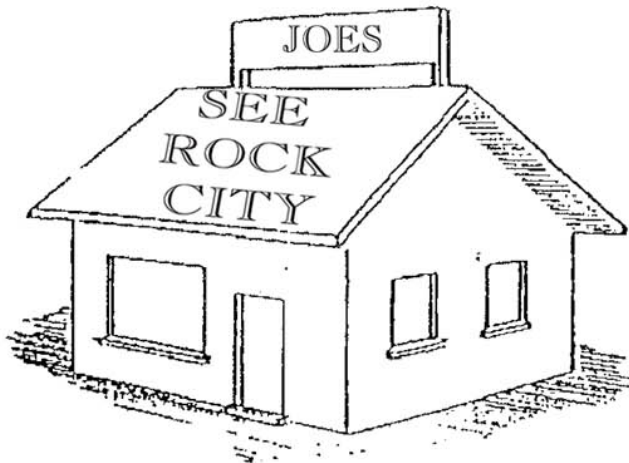
POLE SIGN – FIG.



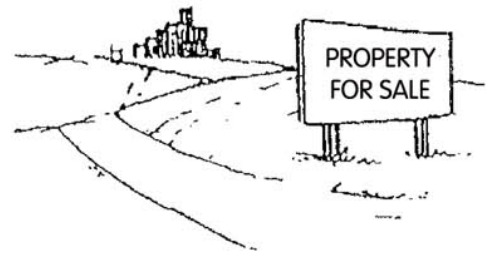
PORTABLE SIGN – FIG. 4



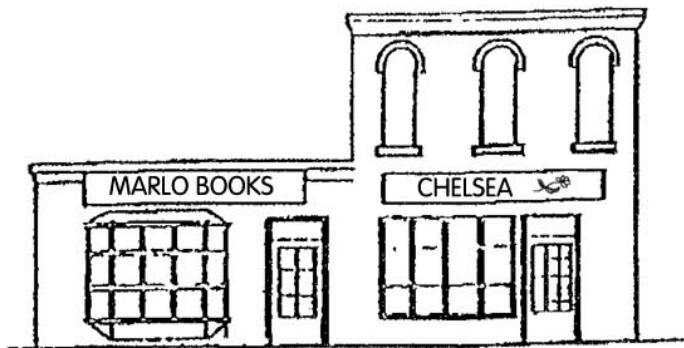
**MARQUEE
SIGN – FIG. 5**



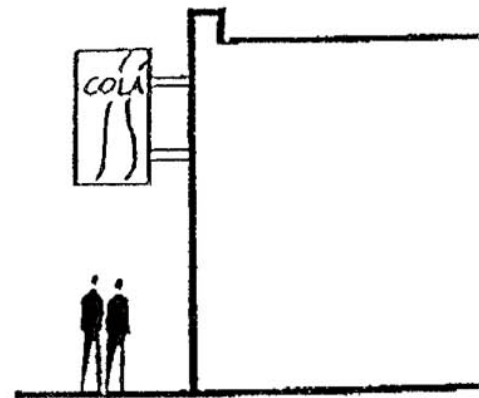
ROOF SIGNS – FIG. 6



**TRANSITORY
SIGN – FIG. 7**



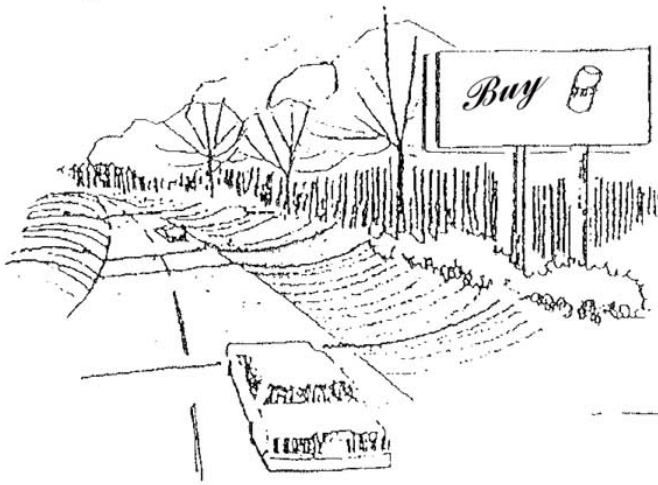
WALL SIGNS – FIG. 9



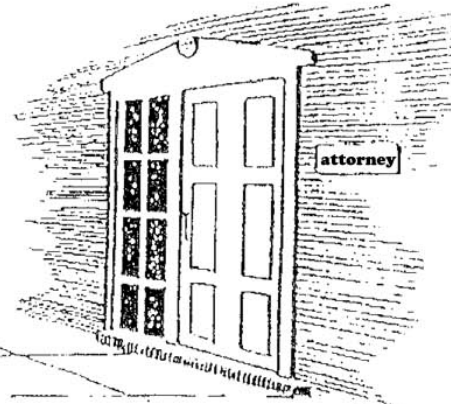
PROJECTING SIGN – FIG. 8



TEMPORARY SIGNS – FIG. 10



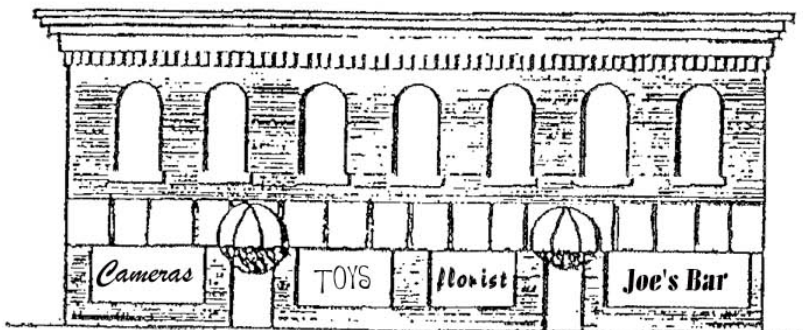
BILLBOARD – FIG. 11



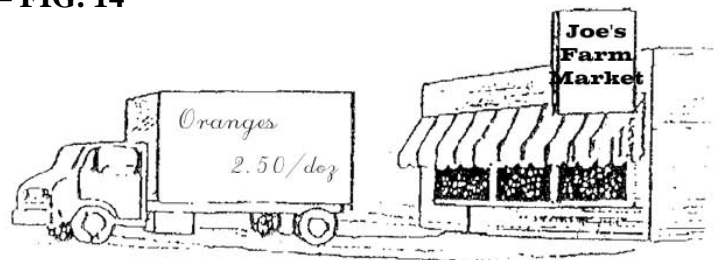
**IDENTIFICATION NAME
PLATE – FIG. 12**



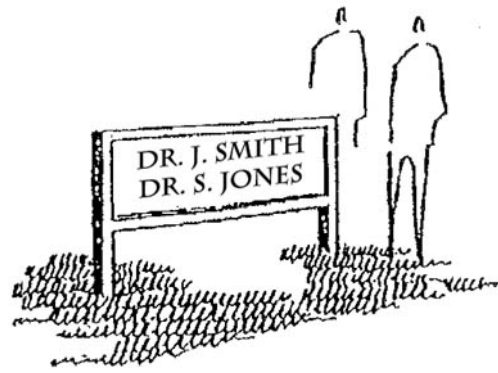
BANNER SIGN – FIG. 13



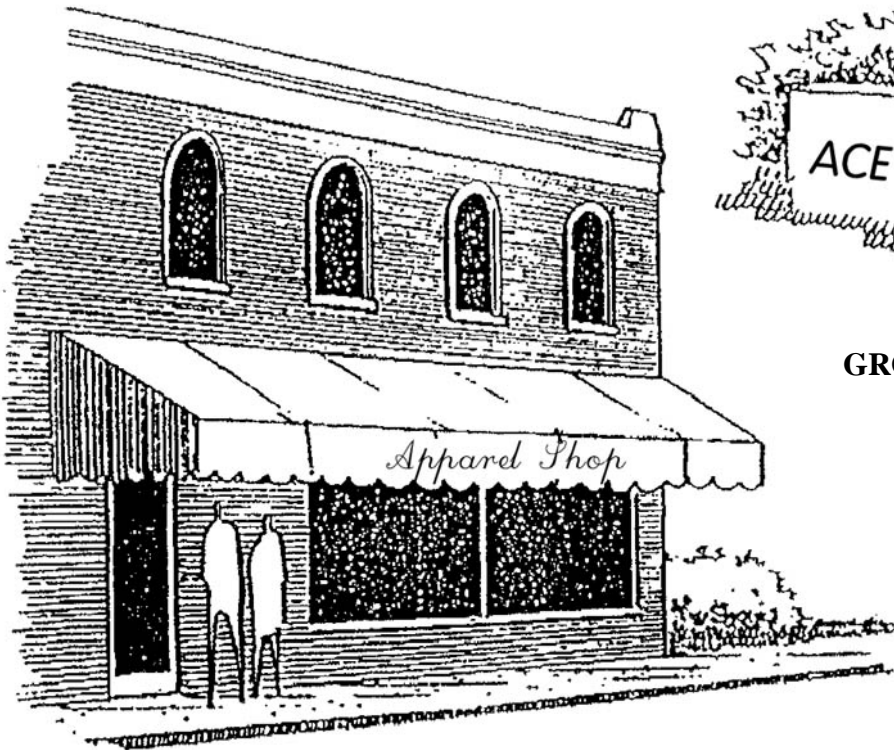
WINDOW SIGN – FIG. 14



VEHICLE BUSINESS SIGN – FIG. 15



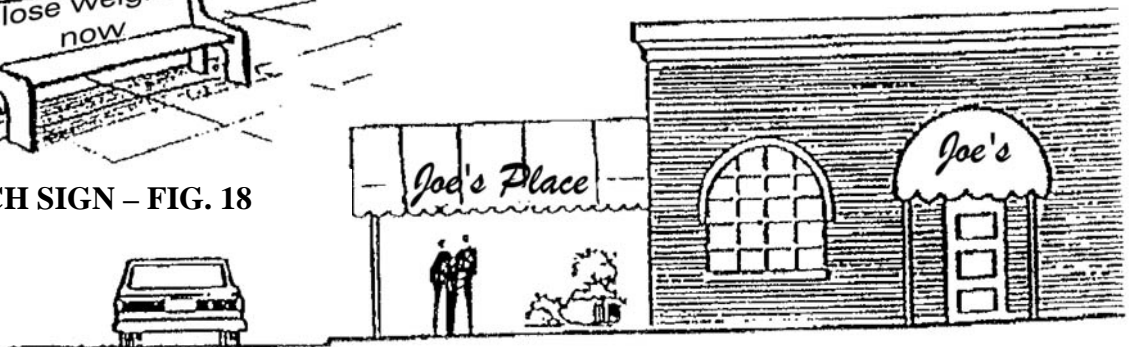
GROUND SIGNS – FIG. 16



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 or a summary thereof, the effective date of the Ordinance and the place and time where a copy of the Ordinance may be purchased and inspected.

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 5th day of December, 2016.

JOSEPH R. PETERSON, Mayor

LAWRENCE STEC, City Clerk

2016-592 ADJOURNMENT

By Councilperson Galeski, supported by Councilperson Schultz

RESOLVED that this regular meeting of the Wyandotte City Council be adjourned at 9:51 p.m.

Motion unanimously carried.



Lawrence S. Stec, City Clerk

WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Tuesday, November 15, 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 Ron Adams
Commissioner Ronco

Excused:

Commissioner Rob DeSana

Also Present:

Sup't of Recreation Justin N. Lanagan
Recreation Secretary Aimee Garbin

A motion was made by Vice President Loya and supported by Commissioner Ronco to approve the minutes of the previous meeting.

PERSONS IN THE AUDIENCE:

None

CORRESPONDENCE:

None

INTERDEPARTMENTAL:

None

COUNCIL RESOLUTIONS:

1. Council Resolution dated October 24, 2016 approving the purchase of a field tarp from On Deck Sports in the amount of \$6,620.00.

REPORTS AND MINUTES:

Arena Report October 2016: \$801.00 Open Skating.... \$3,502.00 Ice Rental....
\$4,003.99 Concession....2, 512.00 Skating Lessons.... \$250.00 Summer Events
Account Breakdown Pay Period ending 10/2/16, 10/16/16 & 10/30/16
Tele-care Report October 2016
Golf Report October 2016.....\$18, 695.25
Senior Van Report October 2016
Open Skate Report October 1, 2016 – October 30, 2016.....\$936.00
Senior Friendship Club Minutes September 2016 & October 2016
Senior Friendship Club October & November 2016 Treasurers Report

SPECIAL ORDER:

Commission discussed with Superintendent Lanagan:

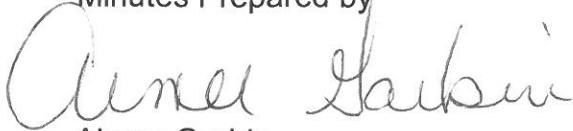
- Superintendent Lanagan discussed with Commission the letter Commissioner DeSana wrote and stated Mayor Joe Peterson also received a copy of the letter. Superintendent Lanagan stated the letter identifies each park he and Commissioner DeSana visited and what repairs/improvements need to be done. Many of the repairs are cosmetic, such as painting fences and playground equipment, adding more wood chips to play ground areas. Almost all of the shelter roofs need to be repaired or replaced. The Engineering Department is supposed to have the specs drawn up already, they just need to be put out for bid. Once that is completed approximately 4 park roofs within the TIFA district should be replaced. Tree

trimming work will be requested via work order to the DPS Department. Work that is more than cosmetic will be performed throughout the year within the TIFA District. Not all requests will be done within the year, however progressively within the next 5 years the work could be completed. The letter wrote by Commissioner DeSana was to help make the Mayor aware of the necessary improvements to make our parks the best they can be. President Merritt inquired about the fencing at P.A.C.C. Park and Superintendent Lanagan stated \$25,000 is budgeted to begin replacing/repairing fencing within the City Parks. The new fencing would not be wood but a black, vinyl coated cyclone fencing and he would have the Engineering Department place it out for bid.

- Superintendent Lanagan addressed a Dog Park issue with Commission regarding a dog named Ian. Approximately six months ago a Wyandotte Resident contacted Superintendent Lanagan with a complaint about a dog named Ian. She went on to say that her dog was attacked and bitten by this dog. Superintendent Lanagan looked into the matter and found that there were no registered dogs named Ian. When a dog named Ian did register for the park, it triggered in a Municipal Service employee's memory about the superintendent's search for a dog named Ian. On Monday, November 4, 2016 a woman had posted on a Facebook Page called Downriver and Friends about a dog named Ian that attacked her dog at the Wyandotte Dog Park. She had posted pictures of her dog with the bite marks and puncture wounds. Superintendent Lanagan contacted the owner, who admitted his dog bit the other dog, but said his dog was defending himself in both instances. Superintendent Lanagan suspended Ian's privileges until May 4, 2017(6 months), at that time he will decide on the status of Ian.
- Superintendent Lanagan discussed the 2017 Recreation Commission meeting dates. It was discussed but not confirmed that the meeting times will be at 5:30 pm on Wednesdays for January through August 2017. Further discussion on the remaining months will be handled at the December Recreation meeting.
- Superintendent Lanagan discussed the Recreation SMART Senior bus and Van program that includes a shopping trip on Mondays for patrons who would like to travel to Southland Mall (which is outside of our normal boundaries). Superintendent Lanagan stated on nearly all Mondays, there would be one, if any riders for this trip. Due to the lack of participation, these trips will be canceled and scheduled as special trips around holidays. Commission unanimously passed.
- Commissioner Ronco asked if there were any new updates on the Marina project. President Merritt, a member of the Marina Commission, state the Federal Government Corp of Engineers have come to an agreement with all stakeholders along the river, National Steel, BASF, Wyandotte Municipal Service, etc. President Merritt stated that everything has been agreed upon and delegated to what each company or business owes for the dredging. Now it's up to the Corp of Engineers as to when the dredging will be done. The marina can't be built until the dredging is completed because part of the dredging is where the marina will be built. The dredging will not take place in 2017, may take place in 2018 according to President Merritt. Wyandotte City Council has agreed to move forward with the grant, as the grant has been approved. The grant will pay 50% of what the cost is and the other 50% will be paid for by the City. Concerns about obstructed views of the riverfront were raised by Vice President Loya and Commissioner Adams. Both stated the parking lot is always full along the river with people sitting in their cars, eating a meal in their car, watching the boats and water.

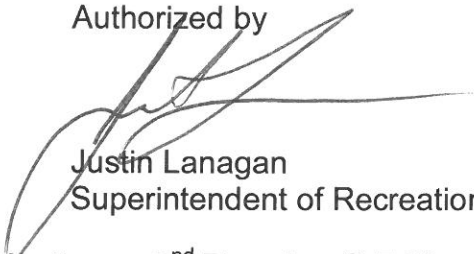
There being no further business to discuss, a motion was made by Commissioner Ronco and supported by Vice President Loya to adjourn the meeting at 8:25 pm.

Minutes Prepared by



Aimee Garbin
Recreation Secretary

Authorized by



Justin Lanagan
Superintendent of Recreation

2016 Wyandotte Recreation Commission Meetings – 2nd Tuesday @ 7:30 pm @ Yack Arena

December 13th