



AGENDA

REGULAR SESSION

MONDAY, JANUARY 30, 2017 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE DANIEL GALESKI

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MINUTES

COMMUNICATIONS MISCELLANEOUS

PERSONS IN THE AUDIENCE

NEW BUSINESS (ELECTED OFFICIALS)

COMMUNICATION FROM CITY AND OTHER OFFICIALS

1. DDA Appointment – J. Cade
2. TIFA and DDA Status Report
3. City Hall Placemaking: Patronicity Site Signage
4. WSAF Entertainment Contracts – Mega 80's & Boogie Dynamite
5. Special Event Application – Clock Tower Wedding Ceremony
6. 2017 Yack Arena Rental Contracts - Various
7. Yack Arena Rental Contracts – Downriver Beer Summit & King of the Cage
8. 2017 Blount Small Ship Adventures Docking Contract
9. MDOT Annual Permit – State Right-of-Way
10. City Purchase – 566 Orchard

REPORTS & MINUTES

City Council	January 23, 2017
Daily Cash Receipt	January 24, 2017
Fire Commission	January 10, 2017
Police Commission	January 10, 2017 & January 24, 2017
Recreation Commission	January 11, 2017

BILLS & ACCOUNTS

CITIZENS PARTICIPATION

RECESS & RECONVENE

FINAL READING OF AN ORDINANCE

- #1445: 1128 Eureka Rezoning, B-1 (Neighborhood Business) to B-2 (General Business)

RESOLUTIONS

ADJOURNMENT

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 30, 2017

AGENDA ITEM # **1**

ITEM: Appointment to the Downtown Development Authority

PRESENTER: Mayor Joseph R. Peterson



INDIVIDUALS IN ATTENDANCE: n/a

BACKGROUND: Section 28-32 of the Wyandotte Code of Ordinance establishes a Downtown Development Authority consisting of the Mayor and eight members. The term of each member shall be four (4) years in June.

Commissioner Gregory Gilbert has fulfilled his term and has submitted a letter of resignation. I am requesting that the City appoint Joshua Cade to fill the vacancy. Josh is a resident and business owner in the City.

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

ACTION REQUESTED: Adopt a resolution to concur with the Mayor's request to appoint Joshua Cade to the Downtown Development Authority. Term to expire June 2020.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: n/a

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Resignation letter from Gregory Gilbert and resume of Joshua Cade.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 30, 2017

RESOLUTION by Councilperson_____

RESOLVED by the City Council that Council hereby ACCEPTS the resignation of Gregory Gilbert from the Downtown Development Authority and thanks Mr. Gilbert for his service; and

BE IT FURTHER RESOLVED the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Joshua Cade to the Downtown Development Authority. Term to expire June 2020.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson_____

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

LAW OFFICES OF
Gregory L. Gilbert
ATTORNEY AT LAW
2427 FORT STREET
WYANDOTTE, MICHIGAN 48192-4497

GREGORY L. GILBERT*

(734) 285-8020
FAX (734) 285-3516

* ALSO LICENSED IN FLORIDA

January 23, 2017

Dear Mayor, DDA Director. Chairperson
and Fellow Commissioners:

It has been my privilege and honor to have served on the DDA Board since 2005, during which time the city business district has prospered. I have been able to learn and participate with some of Wyandotte's best and brightest during that time period. I would like to thank former Mayor James DeSana for appointing me and to Mayor Peterson for re-appointing me.

I have recently been advised that my most recent term has expired. I have decided that I would like to ask Mayor Peterson not to re-appoint me to a new term. My business interests are consuming a growing percentage of my available time.

I have been the "residential" board member for the district. I remain hopeful that the Board will allocate resources to beautify and better maintain the city parking lots abutting Van Alstyne Street in the future.

Further, I believe it is important the city and future DDA Boards protect DDA revenue streams from erosion, and the DDA's powers under the state statute remain intact. Lastly, always recognize the valuable resource that is the WBA and work to enhance that relationship.

Very truly yours,



GREGORY L. GILBERT

GLG:cg

Joshua Cade
1243 Lindbergh
Wyandotte, MI 48192

NOT FOR PUBLIC RELEASE

Education:

Theodore Roosevelt High School -Wyandotte, MI

Graduated 2001

Wayne County Community College – Taylor, MI

September 2002-March 2004

Experience:

City of Wyandotte Department of Public Service

Equipment Operator

July 2002- May 2011

- Operate back hoe, front end loader, Vector truck, fork truck, high ranger (Cherry Picker), 5 yard dump truck
- Maintain electrical, plumbing, and general maintenance
- Concrete road repair
- Video diagnostics and repair of sewer lines with the aid the sewer Vector truck
- Coordinate, plan and execute municipality services
- Supervise and direct novice staff
- Instruct and qualify staff on equipment and machinery
- Maintain safe working environment
- Familiar with and follow Department of Transportation (DOT) regulations

Lions, & Tigers, & Beers – Wyandotte, MI

June 2006-May 2012

General Manager: Restaurant/ Bar

- Staff Development
- Team Leadership
- Customer Service

City Surf – Southgate , MI

June 2012- Present

Owner: Fence Erection/ Light Construction

- Handle day to day operations
- Quote and complete jobs
- Coordinate with Lowes (Mostly Subcontract)

Whiskeys on the Water-Wyandotte, MI

March 2016-Present

Owner/Operator: Restaurant/ Bar

- Budget Administration
- Staff Development
- Team Leadership
- Revenue Generation
- Customer Service
- Vendor Coordination
- Cost Control
- Publicity

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 30, 2017

AGENDA ITEM # **2**

ITEM: Report on Status of the Tax Increment Financing-Tax Increment Finance Authority (TIFA) and Downtown Development Authority (DDA)

PRESENTERS: Joe Gruber, DDA Director



Todd Drysdale, City Administrator



INDIVIDUALS IN ATTENDANCE:

BACKGROUND: PA 450 of 1980 (The Tax Increment Finance Authority Act) and PA 197 of 1975 (Downtown Development Authority) require annual reporting to the governing body on the status of the tax increment financing account. The DDA Act also requires that this annual report also be published in a newspaper of general circulation in the municipality. The information that needs to be included within this annual report is outlined in each statute. Attached you will find the annual report for the prior fiscal year for the TIFA and DDA.

STRATEGIC PLAN/GOALS: To comply with all legal requirements and provide transparency in all city matters.

ACTION REQUESTED: Acknowledge receipt and receive and place on file. Instruct the Clerk's Office to publish the DDA Annual Report in a newspaper of general circulation in the municipality.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None

IMPLEMENTATION PLAN: Clerk to publish the DDA Annual Report.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

1. Annual Report Regarding Status of Tax Increment Financing 2015-2016 – TIFA and DDA
2. Excerpt from PA 450 of 1980 – TIFA
3. Excerpt from PA 197 of 1975 - DDA

MODEL RESOLUTION:

RESOLVED BY CITY COUNCIL acknowledges receipt of the 2015-2016 Annual Report on the Status of Tax Increment Financing for the Tax Increment Finance Authority (TIFA) and Downtown Development Authority (DDA) and receives it and places it on file and

FURTHER, instructs the City Clerk's Office to publish the 2015-2016 Annual Report on the Status of Tax Increment Financing for the DDA in a newspaper of general circulation in the municipality.

MOTION BY COUNCIL MEMBER _____

SUPPORTED BY COUNCIL MEMBER _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

Absent: _____

CITY OF WYANDOTTE
ANNUAL REPORT REGARDING STATUS OF TAX INCREMENT FINANCING
2015/2016

		<u>492 Fund</u> TIFA Consolidated Totals (Districts 1-3)	<u>499 Fund</u> DDA-TIF Totals (District 4)
A	1. City-Operating	(0.00)	-
	2. City - Sewer Debt	-	-
	3. City - Drain O&M	366,589.03	64,983.51
	4. City - Rubbish	0.00	61,411.00
	5. City - Debt (Building Authority)	124,563.21	48,670.52
	6. City - Debt (Capital Equipment)	71,872.37	12,740.48
	7. Library	136,473.55	37,486.92
	8. WCCC	446,129.07	79,083.20
	9. HCMA	29,541.87	5,236.75
	10. WCTA	137,660.17	24,402.37
	11. WC Parks	33,850.64	6,000.54
	12. Jails	129,139.00	22,891.86
	13. County	913,788.20	161,982.93
	14. RESA		
	15. Special Ed - County		
	16. School		
	17. State		
	18. Zoological Society	-	-
	19. Detroit Institute of Arts	-	-
	20. DDA	-	-
	21. NEZ	-	-
	22. OPRA	-	-
	23. Renaissance	57,259.05	-
	Total	2,446,866.16	524,890.08
	For amount and source of all revenue in the fund:	See Schedule A	See Schedule B
B	The amount in any bond reserve account	0	0
C	The amount and purpose of expenditures of tax increment revenues. Note: Money received current fiscal and monies deposited in past years for future expenditures	See Schedule C	See Schedule D
D	The amount of principal and interest on outstanding bonded indebtedness	See Schedule E	See Schedule E
E	The initial assessed value of the development area		
H 2a.	Ad valorem homestead (as of 1994)	77,207,316.00	4,265,081.00
2b.	Ad valorem non-homestead	79,092,094.00	18,082,942.00
2c.	Industrial Facilities Tax - New Facilities pre 1994	15,237,880.00	-
2d.	Industrial Facilities Tax - New Facilities post 1993	-	-
2e. f. g.	Commercial-New/Industrial Replace/Commer Restored	2,264,340.00	617,450.00
	Total	173,801,630.00	22,965,473.00
F	The captured assessed value retained by the authority		
	1. Ad Valorem	129,857,824.00	23,429,410.00
	2. Abated	15,604,687.00	-
	Total	145,462,511.00	23,429,410.00
H 2a.	Ad valorem homestead	194,357,754.00	34,185,352.00
2b.	Ad valorem non-homestead	(64,499,930.00)	(10,755,942.00)
2c.	Industrial Facilities Tax - New Facilities pre 1994	-	-
2d.	Industrial Facilities Tax - New Facilities post 1993	15,604,687.00	-
2e. f. g.	Commercial-New/Industrial Replace/Commer Restored	-	-
	Total	145,462,511.00	23,429,410.00
G	The number of jobs created as a result of the implementation of the tax increment financing plan	N/A	N/A
H 3.	Source of tax increment revenue subdivided by each millage levied	See A Above	See A Above
4.	Liabilities & expenditures reported separately for each eligible obligation/advance and protected obligation	See Schedule F	See Schedule G
5.	Payment schedule for each term of each obligation and outstanding advance, showing principal and interest payments, and payment dates	See Schedule H	See Schedule I

01/11/2017 10:34 AM
User: tdrysdale
DB: Wyandotte

REVENUE REPORT FOR CITY OF WYANDOTTE

Page: 1/1

PERIOD ENDING 09/30/2016

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 09/30/2016	AVAILABLE BALANCE	% BDGT USED	END BALANCE 09/30/2015
Fund 492 - TIFA Consolidated Fund							
Revenues							
Dept 000-Non-Departmental							
492-000-411-060	Taxes-TIFA Capture	2,606,547.00	2,606,547.00	2,446,866.15	159,680.85	93.87	2,383,401.82
492-000-411-062	TAXES-SMALL TAXPAYER LOSS	0.00	0.00	88,620.24	(88,620.24)	100.00	84,871.61
492-000-650-040	Misc Fees-Sale of Property	60,000.00	60,000.00	102,539.99	(42,539.99)	170.90	45,178.96
492-000-655-010	Interest Earnings	1,000.00	1,000.00	1,857.97	(857.97)	185.80	91.72
492-000-655-050	Misc Receipts-L/C Payments	2,725.00	2,725.00	1,523.83	1,201.17	55.92	3,223.06
492-000-655-060	MISC RECEIPTS-HARRISON	0.00	0.00	159.12	(159.12)	100.00	181.67
492-000-691-010	Operating Transfers	0.00	0.00	0.00	0.00	0.00	(702,693.80)
492-000-691-012	OPERATING TRANSFERS-BRDA	0.00	0.00	0.00	0.00	0.00	(100,000.00)
Total Dept 000-Non-Departmental		2,670,272.00	2,670,272.00	2,641,567.30	28,704.70	98.93	1,714,255.04
TOTAL REVENUES		2,670,272.00	2,670,272.00	2,641,567.30	28,704.70	98.93	1,714,255.04
<hr/>							
Fund 492 - TIFA Consolidated Fund:							
TOTAL REVENUES		2,670,272.00	2,670,272.00	2,641,567.30	28,704.70	98.93	1,714,255.04

01/11/2017 10:34 AM
User: tdrysdale
DB: Wyandotte

REVENUE REPORT FOR CITY OF WYANDOTTE

Page: 1/1

PERIOD ENDING 09/30/2016

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 09/30/2016	AVAILABLE BALANCE	% BDGT USED	END BALANCE 09/30/2015
Fund 499 - DDA tax increment Finance Fund							
Revenues							
Dept 000-Non-Departmental							
499-000-411-060	Taxes-TIFA Capture	556,456.00	556,456.00	524,890.07	31,565.93	94.33	491,678.34
499-000-411-062	TAXES-SMALL TAXPAYER LOSS	0.00	0.00	28,194.23	(28,194.23)	100.00	28,037.99
499-000-655-010	Interest Earnings	500.00	500.00	(544.02)	1,044.02	(108.80)	(582.94)
499-000-655-036	Misc Receipts-Fort Street Sign	2,500.00	2,500.00	2,300.00	200.00	92.00	2,210.00
499-000-655-040	Misc Revenue	7,500.00	7,500.00	4,652.00	2,848.00	62.03	6,944.00
Total Dept 000-Non-Departmental		566,956.00	566,956.00	559,492.28	7,463.72	98.68	528,287.39
TOTAL REVENUES		566,956.00	566,956.00	559,492.28	7,463.72	98.68	528,287.39
Fund 499 - DDA tax increment Finance Fund:							
TOTAL REVENUES		566,956.00	566,956.00	559,492.28	7,463.72	98.68	528,287.39

PERIOD ENDING 09/30/2016

GL NUMBER	DESCRIPTION	2015-16	2015-16	YTD BALANCE	AVAILABLE	% BDGT	END BALANCE
		ORIGINAL BUDGET	AMENDED BUDGET	09/30/2016	BALANCE	USED	09/30/2015
Fund 492 - TIFA Consolidated Fund							
Expenditures							
Dept 200-General Government Administration							
492-200-825-330	Legal Fees	0.00	5,000.00	4,201.87	798.13	84.04	427.12
492-200-825-460	Resurfacing	750,000.00	775,869.80	789,108.30	(13,238.50)	101.71	0.00
492-200-850-519	Land Purchases	750,000.00	730,080.00	248,115.29	481,964.71	33.98	140,711.53
492-200-850-520	Property Maintenance	43,432.00	49,032.00	32,857.30	16,174.70	67.01	28,365.70
492-200-850-521	Parks-Golf Course	80,000.00	80,000.00	2,145.00	77,855.00	2.68	0.00
492-200-850-524	Recreation-City Parks	109,000.00	128,458.60	101,035.56	27,423.04	78.65	85,278.97
492-200-850-528	Tree Maintenance	30,000.00	40,000.00	40,100.00	(100.00)	100.25	49,257.30
492-200-850-541	DNR Grant (Marina)-Match	215,000.00	215,000.00	0.00	215,000.00	0.00	2,806.00
492-200-850-543	Parking Lots	93,740.00	100,785.00	0.36	100,784.64	0.00	394,898.50
492-200-850-544	Development Expense-Sewer	0.00	16,920.00	0.00	16,920.00	0.00	0.00
492-200-850-547	Tree Planting-Berms	0.00	0.00	0.00	0.00	0.00	(242.15)
492-200-850-548	Roof/Building Repairs	30,000.00	30,000.00	28,190.00	1,810.00	93.97	25,549.00
492-200-850-549	BISHOP PARK LIGHTING	0.00	113,540.35	113,450.35	90.00	99.92	36,459.65
492-200-925-770	Taxes-Property/MTT Decisions	28,000.00	28,000.00	14,725.79	13,274.21	52.59	14,343.14
492-200-925-795	Market Value Adjustment	0.00	0.00	74,941.00	(74,941.00)	100.00	38,266.20
492-200-926-110	Personal Services	275,000.00	275,000.00	275,000.00	0.00	100.00	275,000.00
492-200-926-614	DEQ Loan Interest	0.00	0.00	0.00	0.00	0.00	2,078.77
492-200-926-615	Wayne County (BRA) Loan Principal	15,000.00	15,000.00	15,000.00	0.00	100.00	15,000.00
492-200-926-616	Wayne County Loan (BRA) Interest	2,106.00	2,106.00	2,106.00	0.00	100.00	2,347.00
492-200-926-617	USEPA (BRA) Loan Principal	100,000.00	100,000.00	83,454.53	16,545.47	83.45	79,571.00
492-200-926-618	USEPA (BRA) Loan Interest	9,866.00	9,866.00	0.00	9,866.00	0.00	0.00
492-200-926-620	INTEREST-DEBT	0.00	0.00	(6,354.00)	6,354.00	100.00	2,604.00
Total Dept 200-General Government Administration		2,531,144.00	2,714,657.75	1,818,077.35	896,580.40	66.97	1,192,721.73
TOTAL EXPENDITURES		2,531,144.00	2,714,657.75	1,818,077.35	896,580.40	66.97	1,192,721.73
Fund 492 - TIFA Consolidated Fund:							
TOTAL EXPENDITURES		2,531,144.00	2,714,657.75	1,818,077.35	896,580.40	66.97	1,192,721.73

01/11/2017 10:35 AM
 User: tdrysdale
 DB: Wyandotte

EXPENDITURE REPORT FOR CITY OF WYANDOTTE

Page: 1/1

PERIOD ENDING 09/30/2016

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 09/30/2016	AVAILABLE BALANCE	% BDGT USED	END BALANCE 09/30/2015
Fund 499 - DDA tax increment Finance Fund							
Expenditures							
Dept 200-General Government Administration							
499-200-725-110	Salary	39,000.00	34,368.41	34,356.12	12.29	99.96	38,290.01
499-200-725-115	Seasonal Salary-PT	12,700.00	15,600.00	15,538.19	61.81	99.60	9,447.00
499-200-725-120	Overtime	500.00	500.00	354.18	145.82	70.84	209.89
499-200-725-140	Retirement contribution-DC	0.00	3,443.76	3,286.31	157.45	95.43	0.00
499-200-725-150	F.I.C.A.	4,000.00	3,652.08	3,588.85	63.23	98.27	3,641.75
499-200-725-160	Medical Insurance	0.00	7,656.17	8,163.46	(507.29)	106.63	0.00
499-200-725-165	Prescription Drug Coverage	0.00	1,110.02	0.00	1,110.02	0.00	0.00
499-200-725-167	Retiree Health Care (RHS Plan)	0.00	900.00	900.00	0.00	100.00	0.00
499-200-725-170	Life Insurance	0.00	102.24	85.52	16.72	83.65	0.00
499-200-725-175	L.T.D.	0.00	99.87	72.94	26.93	73.03	0.00
499-200-825-330	Legal Fees	0.00	1,000.00	674.67	325.33	67.47	0.00
499-200-850-517	Masonic Temple Project	25,000.00	25,000.00	25,000.00	0.00	100.00	49,500.00
499-200-850-519	Land Purchases	0.00	0.00	0.00	0.00	0.00	(2,890.30)
499-200-850-520	Viaduct Maintenance	10,000.00	10,000.00	535.74	9,464.26	5.36	15,000.00
499-200-850-522	Christmas	30,000.00	30,000.00	30,000.00	0.00	100.00	0.00
499-200-850-538	Streetscape Project	48,900.00	48,900.00	48,900.00	0.00	100.00	50,909.00
499-200-850-539	Beautification Commission	6,000.00	7,025.00	6,453.21	571.79	91.86	5,803.46
499-200-850-541	Municipal Service (Wi-Fi)	1,400.00	1,400.00	0.00	1,400.00	0.00	0.00
499-200-850-542	Fort St Sign/Fountain/Purple Heart	8,000.00	8,518.86	9,289.52	(770.66)	109.05	10,148.03
499-200-850-544	DOWNTOWN FIXTURES	7,000.00	7,000.00	3,257.92	3,742.08	46.54	0.00
499-200-850-831	Parking Lots	0.00	0.00	(2,137.46)	2,137.46	100.00	52,199.29
499-200-925-797	Third Friday Promotions	30,000.00	30,000.00	22,500.00	7,500.00	75.00	22,500.00
499-200-925-801	Business Assistance Program	40,000.00	69,000.00	31,200.00	37,800.00	45.22	26,600.00
499-200-925-802	Farmers Market	7,300.00	7,300.00	6,929.91	370.09	94.93	6,901.81
499-200-925-804	Marketing	19,000.00	34,000.00	31,302.50	2,697.50	92.07	26,290.36
499-200-925-806	BUSINESS PROCUREMENT	50,000.00	35,000.00	0.00	35,000.00	0.00	0.00
499-200-925-807	EXISTING BUSINESS STIMULUS	20,000.00	20,000.00	219.60	19,780.40	1.10	0.00
499-200-926-110	Administrative Reimbursement (101)	78,000.00	78,000.00	78,000.00	0.00	100.00	90,000.00
499-200-926-114	Operating Expenses	2,000.00	2,000.00	1,252.01	747.99	62.60	1,537.22
499-200-926-610	Streetscape Maintenance	2,000.00	2,000.00	415.61	1,584.39	20.78	734.06
499-200-926-614	Interest-Hornby	5,195.00	5,195.00	4,658.95	536.05	89.68	7,502.44
499-200-926-790	Miscellaneous	16,341.00	15,316.00	2,896.01	12,419.99	18.91	16,083.58
Total Dept 200-General Government Administration		462,336.00	504,087.41	367,693.76	136,393.65	72.94	430,407.60
TOTAL EXPENDITURES		462,336.00	504,087.41	367,693.76	136,393.65	72.94	430,407.60
Fund 499 - DDA tax increment Finance Fund:							
TOTAL EXPENDITURES		462,336.00	504,087.41	367,693.76	136,393.65	72.94	430,407.60

THE TAX INCREMENT FINANCE AUTHORITY ACT

section 16. The plan shall also contain the following:

(a) A statement of the reasons that the plan will result in the development of captured assessed value that could not otherwise be expected. The reasons may include, but are not limited to, activities of the municipality, authority, or others undertaken before formulation or adoption of the plan in reasonable anticipation that the objectives of the plan would be achieved by some means.

(b) An estimate of the captured assessed value for each year of the plan. The plan may provide for the use of part or all of the captured assessed value, but the portion intended to be used shall be clearly stated in the plan. The authority or municipality may exclude from captured assessed value growth in property value resulting solely from inflation. The plan shall set forth the method for excluding growth in property value resulting solely from inflation. The percentage of taxes levied for school operating purposes that is captured and used by the plan shall not be greater than the plan's percentage capture and use of taxes levied by a municipality or county for operating purposes. For purposes of the previous sentence, taxes levied by a county for operating purposes include only millage allocated for county or charter county purposes under the property tax limitation act, Act No. 62 of the Public Acts of 1933, being sections 211.201 to 211.217a of the Michigan Compiled Laws. This limitation does not apply to the portion of the captured assessed value shared pursuant to an agreement entered into before 1989 with a county or with a city in which an enterprise zone is approved under section 13 of the enterprise zone act, Act No. 224 of the Public Acts of 1985, being section 125.2113 of the Michigan Compiled Laws.

(c) The estimated tax increment revenues for each year of the plan.

(d) A detailed explanation of the tax increment procedure.

(e) The maximum amount of bonded indebtedness to be incurred.

(f) The amount of operating and planning expenditures of the authority and municipality, the amount of advances extended by or indebtedness incurred by the municipality, and the amount of advances by others to be repaid from tax increment revenues.

(g) The costs of the plan anticipated to be paid from tax increment revenues as received.

(h) The duration of the development plan and the tax increment plan.

(i) An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the development area is located.

(2) Approval of the tax increment financing plan shall be in accordance with the notice, hearing, disclosure, and approval provisions of sections 17 and 18. When the development plan is part of the tax increment financing plan, only 1 hearing and approval procedure is required for the 2 plans together.

(3) Before the public hearing on the tax increment financing plan, the governing body shall provide a reasonable opportunity to the taxing jurisdictions in which the development is located to express their views and recommendations regarding the tax increment financing plan. The authority shall fully inform the taxing jurisdictions about the fiscal and economic implications of the proposed tax increment financing plan. The taxing jurisdictions may present their recommendations at the public hearing on the tax increment financing plan. The authority may enter into agreements with the taxing jurisdictions and the governing body of the municipality in which the development area is located to share a portion of the captured assessed value of the district.

History: 1980, Act 450, Imd. Eff. Jan. 15, 1981;—Am. 1982, Act 492, Imd. Eff. Dec. 30, 1982;—Am. 1983, Act 148, Imd. Eff. July 18, 1983;—Am. 1986, Act 294, Imd. Eff. Dec. 22, 1986;—Am. 1988, Act 420, Imd. Eff. Dec. 27, 1988;—Am. 1989, Act 120, Imd. Eff. June 28, 1989;—Am. 1993, Act 322, Eff. Mar. 15, 1994.

Compiler's note: Section 2 of Act 420 of 1988 provides: "This amendatory act is effective beginning with taxes levied in 1989."

Popular name: TIFA

125.1814 Transmitting and expending tax increment revenues; disposition of surplus funds; abolition of tax increment financing plan; financial report. [M.S.A. 3.540(214)]

Sec. 14. (1) The municipal and county treasurers shall transmit to the authority tax increment revenues.

(2) The authority shall expend the tax increment revenues received for the development program only in accordance with the tax increment financing plan. Surplus funds may be retained by the authority for the payment of the principal of and interest on outstanding tax increment bonds or for other purposes that, by resolution of the board, are determined to further the development program. Any surplus funds not so used shall revert proportionately to the respective taxing bodies. These revenues shall not be used to circumvent existing property tax laws or a local charter that provides a maximum authorized rate

THE TAX INCREMENT FINANCE AUTHORITY ACT

for levy of property taxes. The governing body may abolish the tax increment financing plan when it finds that the purposes for which the plan was established are accomplished. However, the tax increment finance plan shall not be abolished until the principal of and interest on bonds issued pursuant to section 15 have been paid or funds sufficient to make the payment have been segregated.

(3) The authority shall submit annually to the governing body and the state tax commission a financial report on the status of the tax increment financing plan. The report shall include the following:

- (a) The amount and source of tax increments received.
- (b) The amount in any bond reserve account.
- (c) The amount and purpose of expenditures of tax increment revenues.
- (d) The amount of principal and interest on any outstanding bonded indebtedness.
- (e) The initial assessed value of the development area.
- (f) The captured assessed value retained by the authority.
- (g) The number of jobs created as a result of the implementation of the tax increment financing plan.
- (h) Any additional information the governing body or the state tax commission considers necessary.

History: 1980, Act 450, Imd. Eff. Jan. 15, 1981;—Am. 1983, Act 148, Imd. Eff. July 18, 1983;—Am. 1986, Act 294, Imd. Eff. Dec. 22, 1986;—Am. 1988, Act 420, Imd. Eff. Dec. 27, 1988;—Am. 1993, Act 322, Eff. Mar. 15, 1994.

Compiler's note: Section 2 of Act 420 of 1988 provides: "This amendatory act is effective beginning with taxes levied in 1989."

Popular name: TIFA

125.1815 Tax increment bonds; qualified refunding obligation. [M.S.A. 3.540(215)]

Sec. 15. (1) By resolution of its board, the authority may authorize, issue, and sell its tax increment bonds, subject to the limitations set forth in this section, to finance a development program or to refund or refund in advance obligations issued under this act. The bonds shall mature in not more than 30 years and are subject to the municipal finance act, Act No. 202 of the Public Acts of 1943, being sections 131.1 to 139.3 of the Michigan Compiled Laws. The bonds issued under this section shall be considered a single series for the purposes of section 4 of chapter V of Act No. 202 of the Public Acts of 1943, being section 135.4 of the Michigan Compiled Laws.

(2) The municipality by majority vote of the members of its governing body may pledge its full faith and credit for the payment of the principal of and interest on the authority's tax increment bonds. The municipality may pledge as additional security for the bonds any money received by the authority or the municipality pursuant to section 11.

(3) Notwithstanding any other provision of this act, if the state treasurer determines that an authority or municipality can issue a qualified refunding obligation and the authority or municipality does not make a good faith effort to issue the qualified refunding obligation as determined by the state treasurer, the state treasurer may reduce the amount claimed by the authority or municipality under section 12a by an amount equal to the net present value saving that would have been realized had the authority or municipality refunded the obligation or the state treasurer may require a reduction in the capture of tax increment revenues from taxes levied by a local or intermediate school district or this state by an amount equal to the net present value savings that would have been realized had the authority or municipality refunded the obligation. This subsection does not authorize the state treasurer to require the authority or municipality to pledge security greater than the security pledged for the obligation being refunded.

History: 1980, Act 450, Imd. Eff. Jan. 15, 1981;—Am. 1993, Act 322, Eff. Mar. 15, 1994;—Am. 1996, Act 271, Imd. Eff. June 12, 1996.

Popular name: TIFA

125.1816 Development plan; preparation; contents. [M.S.A. 3.540(216)]

Sec. 16. (1) When a board decides to finance a project in a development area pursuant to this act, it shall prepare a development plan.

(2) To the extent necessary to accomplish the proposed development program the development plan shall contain:

- (a) The designation of boundaries of the development area in relation to the boundaries of the authority district and any other development areas within the authority district.
- (b) The designation of boundaries of the development area in relation to highways, streets, or otherwise.
- (c) The location and extent of existing streets and other public facilities within the development area and the location, character, and extent of the categories of public and private land uses then existing and

DOWNTOWN DEVELOPMENT AUTHORITY

on the tax increment financing plan. The authority may enter into agreements with the taxing jurisdictions and the governing body of the municipality in which the development area is located to share a portion of the captured assessed value of the district.

(5) A tax increment financing plan may be modified if the modification is approved by the governing body upon notice and after public hearings and agreements as are required for approval of the original plan.

(6) Under a tax increment financing plan that includes a catalyst development project, an authority may pledge available tax increment revenues of the authority as security for any bonds issued to develop and construct a catalyst development project.

History: 1975, Act 197, Imd. Eff. Aug. 13, 1975;—Am. 1979, Act 26, Imd. Eff. June 6, 1979;—Am. 1981, Act 34, Imd. Eff. May 11, 1981;—Am. 1986, Act 229, Imd. Eff. Oct. 1, 1986;—Am. 1988, Act 425, Imd. Eff. Dec. 27, 1988;—Am. 1989, Act 108, Imd. Eff. June 23, 1989;—Am. 1993, Act 323, Eff. Mar. 15, 1994;—Am. 2012, Act 396, Imd. Eff. Dec. 19, 2012.

Compiler's note: Section 2 of Act 425 of 1988 provides: "This amendatory act is effective beginning with taxes levied in 1989. However, for taxes levied before 1989, tax increment revenues based on the definition of initial assessed value provided for in this amendatory act that were received by an authority are validated."

Popular name: DDA

Popular name: Downtown Development Authority Act

125.1665 Transmitting and expending tax increments revenues; reversion of surplus funds; abolition of tax increment financing plan; conditions; annual report on status of tax increment financing account; contents; publication.

Sec. 15. (1) The municipal and county treasurers shall transmit to the authority tax increment revenues.

(2) The authority shall expend the tax increment revenues received for the development program only pursuant to the tax increment financing plan. Surplus funds shall revert proportionately to the respective taxing bodies. These revenues shall not be used to circumvent existing property tax limitations. The governing body of the municipality may abolish the tax increment financing plan when it finds that the purposes for which it was established are accomplished. However, the tax increment financing plan shall not be abolished until the principal of, and interest on, bonds issued pursuant to section 16 have been paid or funds sufficient to make the payment have been segregated.

(3) Annually the authority shall submit to the governing body of the municipality and the state tax commission a report on the status of the tax increment financing account. The report shall be published in a newspaper of general circulation in the municipality and shall include the following:

- (a) The amount and source of revenue in the account.
- (b) The amount in any bond reserve account.
- (c) The amount and purpose of expenditures from the account.
- (d) The amount of principal and interest on any outstanding bonded indebtedness.
- (e) The initial assessed value of the project area.
- (f) The captured assessed value retained by the authority.
- (g) The tax increment revenues received.
- (h) The number of jobs created as a result of the implementation of the tax increment financing plan.
- (i) Any additional information the governing body or the state tax commission considers necessary.

History: 1975, Act 197, Imd. Eff. Aug. 13, 1975;—Am. 1979, Act 26, Imd. Eff. June 6, 1979;—Am. 1981, Act 34, Imd. Eff. May 11, 1981;—Am. 1986, Act 229, Imd. Eff. Oct. 1, 1986;—Am. 1988, Act 425, Imd. Eff. Dec. 27, 1988;—Am. 1992, Act 279, Imd. Eff. Dec. 18, 1992;—Am. 1993, Act 323, Eff. Mar. 15, 1994.

Compiler's note: Section 2 of Act 425 of 1988 provides: "This amendatory act is effective beginning with taxes levied in 1989. However, for taxes levied before 1989, tax increment revenues based on the definition of initial assessed value provided for in this amendatory act that were received by an authority are validated."

Popular name: DDA

Popular name: Downtown Development Authority Act

125.1666 General obligation bonds and tax increment bonds; qualified refunding obligation.

Sec. 16. (1) The municipality may by resolution of its governing body authorize, issue, and sell general obligation bonds subject to the limitations set forth in this subsection to finance the development program of the tax increment financing plan and shall pledge its full faith and credit for the payment of the bonds. The municipality may pledge as additional security for the bonds any money received by the authority or the municipality pursuant to section 11. The bonds are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821. Before the municipality may authorize the borrowing, the authority shall submit an estimate of the anticipated tax increment revenues and other revenue available under section 11 to be available for payment of principal and interest on the bonds, to the governing body of the municipality. This

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 30, 2017

AGENDA ITEM # 3

ITEM: City Hall Placemaking: Patronicity Site Signage

PRESENTER: Joe Gruber, DDA Director



INDIVIDUALS IN ATTENDANCE:

BACKGROUND:

As approved by City Council and the Downtown Development Authority (DDA), we are launching an official MEDC/MSHDA Patronicity Fundraising Campaign throughout the entire month of March 2017. The plan of this campaign is to design and construct a public gathering area at the green space and plaza area in front of Wyandotte City Hall located at 3200 Biddle Avenue. The goal of this campaign is to generate \$100,000: \$50,000 from community fundraising and \$50,000 from a matching grant from MEDC and MSHDA.

The Downtown Development Authority is requesting City Council permission to post a 4' x 8' sign showing site renderings and displaying fundraiser information at the corner of Sycamore Street and Biddle Avenue at the site of the approved public space project. The sign will be paid for and constructed by Pizzo Development Group who have been awarded this bid for work. The sign will be on display from Friday, February 17th through Monday, April 3rd.

STRATEGIC PLAN/GOALS:

As stated in the DDA's Mission Statement, *"The Wyandotte Downtown Development Authority shall initiate and coordinate downtown development through design, business recruitment, promotion and the effective use of private and public space for an attractive, festive downtown atmosphere."*

Additionally, as stated in the DDA Strategic Plan of 2014, *"Downtown Wyandotte has a limited number of public gathering spaces... additions of smaller pocket parks, more seating and gathering spaces should be added throughout the district."*

ACTION REQUESTED:

We are requesting your support and approval in installing a promotional sign on City of Wyandotte Property.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

N/A

IMPLEMENTATION PLAN:

DDA Director will coordinate with Pizzo Development Group and City Departments to deliver project.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *SDupdale*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *MRP*

LIST OF ATTACHMENTS:

- A) Sign rendering
- B) Site renderings

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 30, 2017

RESOLUTION by Councilman _____

Resolved by City Council to approve the request of the DDA Director and the proposed signage. AND BE IT FURTHER RESOLVED that Mayor and Council hereby APPROVE the placement of the promotion sign in support of the MEDC/MSHDA Patronicity Fundraising Campaign.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

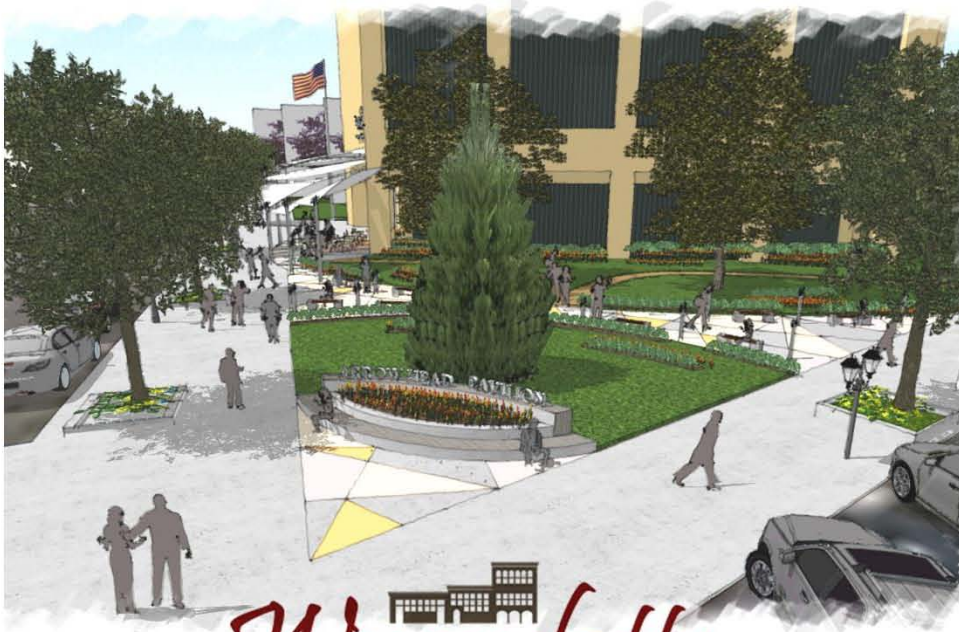
COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

Coming Soon:

ARROWHEAD PAVILION DOWNTOWN WYANDOTTE



Wyandotte
Downtown Development Authority

**Show your support and help
celebrate Wyandotte!**

www.patronicity.com/wyandotte



313-999-4549 | pizzodevelopment.com



D'Anna Associates

Architecture | Engineering | Design-Build

248-852-7702 | dannaassoc.com



D'Anna Associates
Architecture | Engineering







D'Anna Associates
Architecture | Engineering

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 30th 2017

AGENDA ITEM # **4**

ITEM: Special Event Application – WSAF Entertainment Contracts

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Herewith, please find the entertainment contracts assembled and recommended by my office for the 2017 Wyandotte Street Art Fair. *For details please see the below listing.*

Mega 80's - \$5,500

Boogie Dynamite- \$3,600

Total- \$9,100

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

285.225.925.730.860 - \$9,100

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

SDrysdale

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

MAYOR'S RECOMMENDATION:

JRP

LIST OF ATTACHMENTS

Contracts

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 30th 2017

RESOLUTION by Councilman_____

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

A resolution to APPROVE the entertainment contracts for the below bands for the 2017 Wyandotte Street Art Fair as outlined in the provided communication dated January 30 2017, to be paid from the Wyandotte Street Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contracts on behalf of the City of Wyandotte.

Mega 80's - \$5,500

Boogie Dynamite- \$3,600

Total- \$9,100

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell



Contract

This contract/rider is between Tangerine Moon Productions' bands **Mega 80's & Boogie Dynamite**, herein after referred to as "artists" or "**Mega 80's & Boogie Dynamite**", and **City of Wyandotte** herein referred to as "purchaser".

All terms and conditions hereinafter set forth are part of the same contract. Artist agrees to furnish and purchaser agrees to accept for the engagement hereunder, an entertainment unit including services of the artist under the following terms and conditions.

Agreement Made **January 18th, 2017** between:

City of Wyandotte
c/o Heather Thiede
2624 Biddle Avenue
Wyandotte, MI 48192
734.324.4502/hthiede@wyandotte.org

AND

Mega 80's (artist) & Boogie Dynamite (artist)
c/o Tangerine Moon Productions
EIN: 56-2496072

Date(s) of Engagement: **Thursday, July 13th, 2017**
Saturday, July 15th, 2017

Venue: **Wyandotte Street Art Fair**
Wyandotte, MI 48192

The artist will play two 70 minutes sets or 3 sets of 45 minutes.
Artist will play from: **Time - TBD**

Wage agreed upon: **\$9100**

INCLUDES:

BANDS :

MEGA 80'S - \$5500

BOOGIE DYNAMITE - \$3600

(Purchaser to provide P.A.)

Purchaser will make payments as follows:

Tangerine Moon Productions will accept payment by cash, check, money order, cashier's check or credit card [subject to 4% surcharge] in the amount of **\$4550** as a nonrefundable security deposit. The remaining balance of **\$4550** shall be paid by Monday of the event week: **July 10th, 2017**.

There is a weekly late charge of **\$25** dollars per production.

Please send contract, event sheet, and deposit to:

(Under no circumstances is payment to be remitted to production staff [musicians, sound, multimedia])

Tangerine Moon Productions
240 N Rochester Rd
Clawson Mi 48017

ADDITIONAL PROVISIONS

ACCESS TO VENUE

Purchaser shall allow artist access to venue for load in and setup at least three (3) hours prior to opening doors. Tangerine Moon Productions will advance exact times. Purchaser must also provide parking. 6 parking spaces for cars and one large U-haul truck sized vehicle for the sound company (if needed), as close to stage doors as possible. If parking is off the premises, then purchaser shall validate all parking or have passes made available for all production members. *TMP Production members will be reimbursed for parking by client should parking not be made available.*

VENUE CHANGE

If a change in venue occurs after the agreement has been made, purchaser may be subject to an additional \$500 fee, if it is deemed necessary for movers to be hired at said new venue. Including (but not limited to): stairs, extreme inclines, or otherwise difficult load-in scenarios.

STAGING

* Purchaser shall provide an appropriate size stage, (20 X 24 recommended). Stage area **MUST** fit five (5) people comfortably. If performance is outdoors, the stage shall be covered, and proper indoor facilities are necessary for backup plans due to inclement weather.

TECHNICAL

If Tangerine Moon Productions is providing P.A., multimedia, and lighting, purchaser must provide adequate electrical power. 2-3 separate circuits if lighting is not purchased, and 4 separate circuits if lighting and multimedia packages are purchased.

SOUND CHECK

Artist needs twenty-five (25) to forty (40) minutes to sound check. Tangerine Moon Productions will advance exact times.

SECURITY

Purchaser shall provide security (amount appropriate to venue size) to ensure the safety of the audience as well as the artists, crew and equipment from the time we arrive until the time we leave.

DRESSING ROOMS

* Purchaser shall provide a clean, quiet, well lit, **NON SMOKING** room for artist to sit six (6) people comfortably from load in to load out. This room should have multiple electrical outlets. This room shall be lockable if needed. Purchaser shall also provide access to a clean, private bathroom with soap.

SPECIAL NOTE

The artist shall at all times have complete supervision, direction, and control over the services or his/her personnel and reserves the right to control the manner, means, and details of the performance to ensure Tangerine Moon Productions "show quality standards".

Recording, reproduction, or transmission of artist's performance is prohibited absent written consent of the artist.

*Items marked with an * are preferred, not necessarily required provisions.*

Cancellation:

The agreement that the Artist perform is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond the artists control.

Outdoor events are also subject to cancellation resulting from specific weather conditions such as (but not limited to) precipitation (or strong chance of), adverse wet conditions due to prior weather conditions, lightning (or strong chance of), or not being provided adequate shelter from the elements.

If the circumstance should arise that the purchaser cancels the performance agreement, all deposits will be foregone and contract will be paid in full.

Extra Time:

Tangerine Moon Productions' bands will play up to three encore songs if requested. After that the purchaser shall be billed for one set which is equal to the purchase price divided by three. This payment is to be paid within one week after the contracted performance date.

Late Charges:

There is a weekly late charge of **\$25** dollars per production.

Tangerine Moon Productions is an independent contractor and assumes all responsibility for: withholding tax, social security, state tax, public liability and workmen's compensation insurance, and assumes responsibility for insurance coverage to, from and on engagement, and accident or injury to themselves and/or their equipment

INDEMNIFICATION

Purchaser agrees to indemnify and hold harmless, the Artist and Tangerine Moon Productions from, and against all claims, costs, damages, liabilities, losses or judgments arising out of, or in connection to any claim, demand or action made by any third party as sustained by direct or indirect consequence of this engagement.

All changes to this contract/rider must be in writing, and approved by both the artist and the purchaser. Unless waived, all terms and provisions herein shall be agreed to, and provided by purchaser.

LEGAL STUFF**CHOICE OF LAW**

This Contract shall be governed by the laws of the State of Michigan.

ATTORNEY FEES AND COSTS

If payment due under this Contract is not timely made by Purchaser, then Tangerine Moon Productions shall be entitled to recover, in addition to the payment itself and any late fees specified in this Contract, any and all reasonable costs and attorney fees incurred in connection with the collection of the delinquent payment(s).

ARBITRATION

All disputes related to this Contract, to the performance or alleged breach thereof, or to non-payment or delinquency of monies due under the terms of this Contract, shall be submitted to arbitration before a single-member arbitration panel, under the Commercial Arbitration Rules of the American Arbitration Association. If an arbitrator cannot be agreed-upon within ten (10) days of the arbitration demand, then either party may seek appointment of an arbitrator under Rule 11 of the Commercial Arbitration Rules. The Arbitral Award shall require the substantially losing party in said arbitration to pay both the substantially prevailing party's reasonable costs and attorney fees, and the entire cost of arbitration. The Arbitral Award shall be subject to enforcement in any United States state or federal court of competent jurisdiction. The party enforcing the Arbitral Award shall be entitled to recover all reasonable costs and attorney fees incurred in connection with the enforcement of said Award.

ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the Parties, with respect to the subject-matter of this Agreement, and supersedes any and all prior oral and written agreements and understandings. No representation, warranty, condition, understanding or agreement of any kind with respect to the subject-matter of this Agreement shall be relied upon by either party except those contained in this written Agreement.

These are key legal terms to be aware of:

- This Contract contains an arbitration clause, requiring all disputes to be submitted to arbitration, and requiring the substantially losing party to pay the entire cost of arbitration, along with the substantially prevailing party's reasonable costs and attorney fees.
- This Contract includes an attorney fees clause, stating that Purchaser can be held liable, in the event of a delinquent payment, for reasonable costs and attorney fees incurred by Tangerine Moon Productions, collecting the delinquent debt.

These are key contractual points to be aware of:

- The final balance is due by Monday of the event week. Failure to do so will result in the band not being able to perform at said event.
- Payment is only to be remitted to the Tangerine Moon Office and not the Production Staff (musicians, sound engineers or multimedia technicians).
- This contract has a 14 day shelf life and will be considered null and void if not signed and returned along with the deposit within the specified time frame.
- All deposits will be foregone in the event of purchaser's cancellation, due to the commitment of the event date and potential monies lost by forfeited bookings on the same said date.

Please sign below; contracts without signatures are not valid:

Tangerine Moon Productions Rep / Date

City of Wyandotte Representative / Date

Mayer

City of Wyandotte, Clark / Date

Please initial below for your convenience and protection:

_____ I have read the entirety of this agreement and am acquainted with all of the above listed terms. I acknowledge that by signing this contract, I am agreeing to those terms.

Please sign and return. Contract is null and void if not returned along with the security deposit within 14 days of the above date of creation (01.18.17).

Thanks for purchasing your entertainment from Tangerine Moon Productions!

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 30th 2017

AGENDA ITEM # **5**

ITEM: Special Event Application – Wedding

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Please see the below request from Miss Elizabeth Walsh for use of city property for May 27th 2017 for a small wedding to take place near the Clock Tower at Maple and Biddle Avenue. I recommend the individuals sign a hold harmless agreement for their use of city property.

May 27th 2017: Elizabeth Walsh

Event: Wedding Ceremony

Time: early afternoon

Attendance: 20-25 people

Location: Clock Tower

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Special Events Coordinator and support the use of City sidewalks/property for their event on May 27th 2017.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Chief of Police, Department of Public Service, Recreation, Fire Department and Special Event Coordinator. It is requested the City Council concur with the support of the Special Events Coordinator and support the use of City sidewalks/property for their event on May 27th 2017.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

Shrydall

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

MAYOR'S RECOMMENDATION:

JP

LIST OF ATTACHMENTS

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 30th 2017

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks and property, for the event May 27th 2017 with the recommendation the individuals sign a hold harmless agreement.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 30th, 2017

AGENDA ITEM # **6**

ITEM: Eight Annual Yack Arena Rental Contracts – Lions Club Flea Market, North American Model Engineering Expo (NAMES), Annual Walk for MS, Southgate Anderson High School Graduation, Woodhaven High School Graduation, Wyandotte Roosevelt High School Graduation, Circus Pages, and Michigan Comic Book Expo

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE:

eight

BACKGROUND: These ~~seven~~ rentals are annual rentals of the Yack Arena during the Spring/Summer once the ice and hockey boards have been removed. The Lions Club Flea Market is one of the biggest fundraisers for the Lions Club and is essentially a large indoor garage sale. The NAMES Expo features steam and gasoline powered model engines and various vendors relating to model engineering. The Walk for MS is a special event to raise money for Multiple Sclerosis. The Yack Arena serves as the registration and hospitality, as well as the start and finish for their 5k walk through the city. The Roosevelt and Southgate Anderson High School Graduations will be the commencements for the Class of 2017. Woodhaven High School reserves the building as an emergency back-up site in case of inclement weather for their commencements (they try to host theirs outside). Circus Pages is a national traveling circus featuring live animals and other circus acts. The Michigan Comic Book Expo features local and national comic book writers and artists during the day and concludes with an evening full of wrestling matches. Due to the cumulative size of all the contracts, a copy of each has been emailed to council@wyan.org and the hard copies are available in the Clerk's office. A blank contract, hold harmless agreement, and listing of arena rental costs is attached.

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

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the attached contract for the various upcoming events.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-000-654-610-020. Last year, these rentals generated over \$23,000.00 in revenue from building, table/chair, and pipe and drape rental fees.

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign.

COMMISSION RECOMMENDATION: Approved by the Recreation Commission

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal Affairs

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

- 1) A blank copy of a Yack Arena Rental Contract
- 2) A blank copy of a Yack Arena Hold Harmless Agreement
- 3) Current listing of Arena rental costs

RESOLUTION

DATE: January 30th, 2017

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council **CONCURS** with the recommendation of the Superintendent of Recreation and hereby **APPROVES** the Benjamin F. Yack Arena rental contracts for the Lions Club Flea Market, North American Model Engineering Expo, Walk for MS, Southgate Anderson, Woodhaven, and Roosevelt High School Graduations, and Circus Pages events in the amount of \$1,300.00 per day including all associated rental costs payable in full upon completion of the event as stipulated in the Contract; events to be held April 8-April 9, April 21-April 23, May 6, June 7, June 13, June 15, June 17, and July 29, 2017. **AND BE IT FURTHER RESOLVED** that Council hereby authorizes the Mayor and City Clerk to sign said rental agreement.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Van Boxell

BENJAMIN F. YACK RECREATION CENTER RENTAL CONTRACT
City of Wyandotte, Michigan

This permit, granted this _____ day of _____ 20____, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to _____ hereinafter called the "**Permittee.**"

Witnesseth:

In consideration of the fees and covenants hereinafter expressed, the Owner has agreed to grant and hereby does grant a Permit to the Permittee and Permittee has agreed to accept and hereby does accept the Permit for the use of the Benjamin F. Yack Recreation Center, hereinafter called the "Building", located 3131 Third Street in the City of Wyandotte, Michigan on the following terms and conditions:

(1) This permit shall prevail in accordance with the following schedule:

Building Rental is \$1,300.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with **General Conditions** Item 5 – A.
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Owner.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- \$250 Security Deposit is non-refundable in case of cancellation by Permittee.
Security Deposit to accompany this Contract.
- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,300.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz _____

(4) In further consideration of the fees and covenants herein expressed, the Owner agrees to furnish the following without additional charge to Permittee:

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.

- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations:

- A. Permittee shall assume all risk of operation and shall indemnify Owner for any loss or damage occasioned to Owner or to any person or property, caused by any act of Permittee, its agents or employees in the use of any of the premises by Permittee, its agents or employees in the conduct of Permittee's business. Permittee shall procure at its own cost and expense Workmen's Compensation as required by law and such public liability and property damage insurance as will protect Permittee, Owner and its officers and employees from any claims for damage to property, including Owner's property, and for personal injuries, including death, which may arise from the use of the premises by Permittee. A duplicate copy of all insurance policies or certificates of insurance must be furnished Owner with the premiums paid before the start of any operations by Permittee. All policies shall be subject to the approval of Owners for adequacy and form of protection and name owner as an additional insured party. All policies shall contain an endorsement providing for furnishing owner ten (10) days written notice of termination of insurance for any cause.

Permittee shall provide insurance **at least 30 days in advance of the event** as follows, **namina the City of Wyandotte as Additional Insured:**

- A. **Workmen's Compensation Insurance as required by the laws of the State of Michigan;**
- B. **Public Liability with a minimum of \$ 1,000,000.00 for each occurrence;**
- C. **Property Damage with a minimum of \$ 1,000,000.00 for each occurrence;**
- D. **Dram Shop and Alcohol Liability coverage with minimum of \$1,000,000.00.**

- B. The Permittee shall indemnify and save harmless the Owner from and against all claims, suits, actions and damages, and/ or causes of action arising during the period of use and occupancy by the Permittee and for the term of this Permit for any personal injury, loss of life and/or damages to property, including Owner's property, sustained in or about the premises or that portion of the Building and improvements thereof, or appurtenances thereto, used by the Permittee, occurring during such time as the Permittee may be using or renting said premises, and from and against all costs, legal fees, expenses and liabilities in and about any such claim or the defense of any action or proceedings thereon, and from and against any order, judgment and/or decrees which may be entered therein when any of the aforesaid are caused or occasioned by negligence of the Permittee, its agents sub-contractors or employees, or persons attending the Building by reason of the use thereof by the Permittee.
- C. Permittee agrees not to use nor to permit any person to use in any manner whatsoever that part of the premises used by Permittee in its operations hereunder for any illegal purpose or for any purpose in violation of any Federal, State or municipal law, ordinance, rule, order or regulation or of any reasonable rule or regulation of Owner now in effect or hereafter enacted or adopted and will protect, indemnify and forever save and keep harmless Owner and the individual representatives thereof and their agents from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, reasonable rule, order or regulation occasioned by any act, neglect or omission of Permittee, or any employee, person or occupant in Permittee's employ or control for the time being on said premises and engaged in the Permittee's operations hereunder.
- D. The Permittee agrees to furnish a sufficient number of ushers, ticket takers, special policemen, doorkeepers or other employees to properly handle and supervise the conduct of all persons in attendance at functions conducted by the Permittee, and to adopt, promulgate and enforce rules and regulations governing the conduct of such attendants. It is further understood and agreed that such attendants shall for all purposes be the agents of the Permittee.
- E. The Permittee shall furnish all service required to conduct its business in the Building. In the event of any violation or in case Owner or its authorized representative shall deem any conduct on the part of Permittee or any person or occupant on Permittee's employ or control for the time being on the premises (and engaged in the operation thereof) to be objectionable or improper, the responsibility for such conduct shall be deemed prima facie to be that of the Permittee. Permittee will, at the written request of Owner or its

- authorized representative, have removed from the premises any employee whom owner or its representative consider detrimental to the best interests of Owner or the public using the Premises.
- F. The Permittee agrees not to assign, transfer, convey, sublet or otherwise dispose of this Permit or its right, title or interest therein, to any other person, company or corporation without the previous consent in writing of the Owner.
- G. The Permittee shall have the complete control of so much of the premises exclusively granted to it during the periods aforesaid, and of admission to the portion of such premises during such periods subject to the requirements of any City Ordinances or State Laws including the Yack Arena Rules and Regulations.
- H. The Permittee agrees to conform to the Rules and Regulations of the Yack Arena for the use of said premises in effect when this Permit is granted or hereafter enacted or adopted, and a copy of any such Rules and Regulations in effect at the signing of this Permit shall become a part hereof.
- I. Upon the breach of any term, covenant or condition of this Permit, or of any rule or regulation governing the use of the premises, this Permit, at the option of the Owner, upon notice to the Permittee, shall terminate with the same force and effect as if the original term has come to an end.
- J. Upon termination of this Permit or its prior cancellation, Permittee shall remove from the premises such property and equipment as Permittee may have provided for its operations. In the event that the Permittee fails to vacate the premises upon such termination, the Owner may, in its discretion, remove from the premises at the expense of the Permittee, all goods, wares and merchandise, and property of any and all kinds and descriptions which may then be occupying the portion of the Building on which the Permit has terminated and Owner shall not be liable for any damages or loss of such goods, wares, merchandise or other property which may be sustained either by reason of such removal or of the place to which it may be removed, and Owner is hereby expressly released from any and all such claims for damages of whatsoever kind or nature.
- K. The Owner may terminate any assignment of space to Permittee if, in the judgment of the owner the occupancy or entertainment would in any respect be detrimental to the best interests of the City of Wyandotte or the Yack Arena. The City of Wyandotte shall not be responsible for any loss or damage occasioned to Permittee, its agents, and employees or other by reason of such termination.
- L. Notwithstanding anything in this Permit contained, it is further mutually agreed that in the event of any default, non-performance or breach of the provisions of this permit on the part of the Owner, the liability of the Owner therefore shall be and is hereby limited solely to the repayment of the amount of the fee or portion thereof paid by the Permittee for the particular day, occasion or time when said default, non-performance or breach occurs.
- M. It is agreed that the premises may be inspected at any time by authorized representatives of the Owner, or by a representative of the Department of Health, Fire Department, and Police Department, Department of Buildings and Safety Engineering and any other law enforcing agencies. Permittee shall obtain at its own cost and expense such licenses and permits as may be required by law to conduct its business in the building. Permittee agrees that if notified by the Owner, or its representatives, that the condition of any part of the premises occupied by Permittee of the facilities thereof is unsatisfactory; it will immediately remedy the condition.
- N. Permittee hereby waives any and all claims for compensation for any and all losses or damage sustained by reason of any lawful action by any public agency or official in the exercise of this Permit. Any such action shall not relieve Permittee from any obligation hereunder, even if it may result in an interruption of Permittee's activities.
- O. Permittee shall not make any alterations in the premises without written approval of the Owner.
- P. Permittee shall not conduct within or upon said premises any other operations except those herein described. Permittee agrees not to interfere with any other Permittee of Owner or any employee's of any other Permittee.
- Q. Permittee acknowledges that Owner has not made or caused to be made any representations of any nature whatsoever in connection with this Permit except as herein stated, and in particular has made no representations dealing with such matters as anticipated revenue to Permittee or related issues. Permittee acknowledges that it has accepted this Permit as the result solely of its own business judgment and not as a result of any representations whatsoever, direct or indirect made by Owner, its agents or employees, except as herein stated.
- R. Permittee shall not advertise any of its activities in the Building in any manner objectionable to the Owner.

- S. Permittee agrees not to discriminate in its use of the premises among law-abiding members of the public.
- T. The policy of the Owner is to serve the public in the best possible manner and Permittee agrees that both it and its employee's and agents shall at all times cooperate to this end.
- U. No decorations shall be placed in or on the Building, walls or corridors, nor shall any advertising signs be supported by nails, tack, screws or adhesive tape on walls or woodwork, without the consent and approval of the Owner and all decorations, sets, scenery or other properties shall be of flame-proofed material and conform with requirements of the Fire Department.
- V. The custodian of the Building, watchmen and maintenance crew of the Owner shall have free access at all times to all space occupied by Permittee.
- W. The premises shall be accepted by Permittee as is and the cost of any additional equipment and fixtures shall be the responsibility of the Permittee.
- X. If the time of Owner's employees is required by the Permittee in the exercise of this Permit, other than as specified herein, it shall be paid for by the Permittee at rates then in effect.
- Y. Except as provided for by Owner, this Permit does not authorize Permittee to furnish liquid refreshments or food in any part of the Building, or to operate checkrooms or other concessions.
- Z. The Owner shall not be responsible for payment of any Federal, State or local taxes, nor for any loss by theft or otherwise, damage by accident, fire, riot or strike, action of the elements or any other damage to machinery, equipment, paraphernalia, costumes, clothing, trunks, exhibit material, scenery, music, musical instruments or cases for same, and other property of the Permittee or its agents or employees or the patrons of the Permittee.
- AA. Should the premises or any part thereof be destroyed or injured by fire or the elements, mob, riot, war or civil commotion, or any part of the premises be interfered with by strikes or other causes, prior to or during the time for which the use of said premises is granted, the Owner may, in the exercise of its discretion, terminate the Permit, in which event the Owner shall return to the Permittee any payments that have been made for the period of the permit prevented or interrupted and the Permittee hereby expressly waives any claim for damage or compensation should the Permit be so terminated. The Owner shall in no way be liable for any personal property or other damage, inconvenience or intervention to the Permittee arising from or on account of strikes, lockouts or other labor difficulties, or any force majeure event.
- BB. Amounts and contents of Permittee's display of advertising material at the Building shall be at the discretion of the Owner or its authorized representative.
- CC. The Permittee further agrees to turn the demised premises back to the Owner in the same condition as when it first occupied same, natural wear and tear excepted. Permittee is responsible to immediately reimburse owner for any damages caused to the premises.
- DD. Should any questions arise as to the proper interpretation of the terms and conditions of this Permit, the decision of the Owner shall be final.
- EE. It is expressly understood and agreed by between the parties hereto that the Employees, Representatives, Recreation Commissioners, and the Owners and its officers and agents are acting in a representative capacity and not for their own benefit and that neither the Permittee nor any occupant of the demised premises shall have any claim against them collectively or individually in any event whatsoever.
- FF. All notices and orders given to the Permittee may be served by mailing the same to the Permittee at the address hereinbefore set forth or by delivering a copy thereof to the Permittee in person, or by leaving it at its place of business in the demised premises with any person then in charge of the same.
- GG. All rights remedies of the Owner shall be cumulative and none shall exclude any other right or remedy allowed by law.
- HH. There are not agreements not expressly covered herein, and nothing is included unless specified.
- II. Inspection of Building will occur prior to the rental, with a complete report of condition of building taken into account.
- JJ. Permittee shall execute an agreement which indemnifies and holds the City of Wyandotte, its officers, agents and employees harmless from all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damages to any property owned by the City of Wyandotte or others arising out of Permittee's use of the Yack Arena.
- KK. Permittee, its members, agents, employees, independent contractors and volunteers promise to comply with all state laws, regulations, and local ordinances with regards to their use of the Yack Arena. If it becomes

necessary for the owner to commence legal proceedings against Permittee to enforce the terms of the permit of the General Conditions, Permittee shall be responsible to fully reimburse owner all of owner's attorney fees and court costs.

- LL. Permittee shall abide by the Wayne County Clean Indoor Air Regulation as amended, which was originally adopted on March 17, 2005, and requires Wayne County (excluding the City of Detroit) public and private worksites to create and implement a smoke-free policy that prohibits smoking in enclosed areas. Public Health Code, Act 368 states in MCL333, Section 12605, a smoking area may be designated by the state or local government agencies or the person who owns or operates a public place except in a public building in which smoking is prohibited by law.

In Witness Whereof, the parties hereto have caused these presents to be signed by their duly authorized officers, the day and year first above written.

PERMITTEE:

The undersigned represents he/she is
authorized to sign this agreement on
behalf of the Permittee

By

Signature

Printed Name

Title or Position if signing
on behalf of the Permittee

OWNER:

CITY OF WYANDOTTE,
a municipal corporation of the State of Michigan

By

Mayor Joseph Peterson

City Clerk William R. Griggs

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.

Name _____
Department of Legal Affairs

YACK ARENA HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to:

_____ for the use of the Yack Arena on the following date/dates: _____, the undersigned hereby assumes all risk and liability relating to the use of the Yack Arena, and agrees to hold harmless and indemnify the City of Wyandotte, its officers, agents, and employees from any and all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or to property of others arising out of the said use of the Yack Arena, except that the undersigned shall not be liable for any damages, claims for liability that are solely due to the negligence of the City of Wyandotte, its agents and employees or from the existence of a dangerous or defective condition of the Yack Arena.

Except as set forth above, the undersigned further does hereby indemnify, remise, release and forever discharge the City of Wyandotte, its officers, agents and employees from any and all claims, demand, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from Permittee's use of the Yack Arena. Furthermore, Permittee will abide by the **NO SMOKING POLICY** during the rental of the Yack Arena.

In addition, the undersigned hereby affirms that there are no violations from a city, county, state or federal agency pending pertaining to your organization/event.

Agreed to this _____ day of _____, 20 ____.

Name of Organization _____

By _____

Its _____

EVENT INFORMATION

Contact Person _____

Address _____

City, State, Zip _____

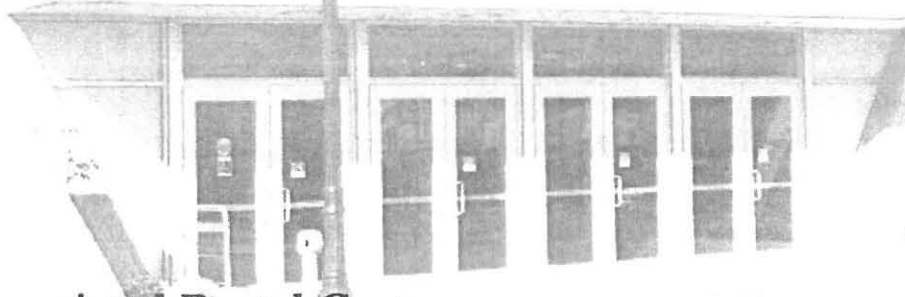
Home Phone # _____

Cell Phone # _____

Alternate Phones _____

BENJAMIN F. YACK RECREATION CENTER

WYANDOTTE
RECREATION
DEPARTMENT



2017 Associated Rental Cost

A **four-wall policy** will be used which includes normal electric, water and air-conditioning usage, two meeting rooms, four restrooms, storage rooms, ticket office, sound system, staging with risers, arena supervision and normal building and restroom custodial services (once per day) along with free parking. (Note: All debris must be removed from table tops and chairs stacked on table top each evening for cleaning).

The **Arena Rental Fee** will be **\$1,300.00 per day**. The Four-Wall Policy includes in this one-day for set up and one day for break-down from 8 AM to 5 PM on non-holidays.

Additional day for set-up or take down non-holiday
Additional day for set-up or take down on holiday
Per hour rate for any time after 5 p.m. or on a holiday

\$500 per day
\$1,000 per day
\$100 per hour

Additional Rental Fees:

Kitchen/Concession Area
Trash Removal (per dumpster)
Additional Electrical 110 electric drop
Additional Electrical 220 electrical drop
Table Rental
Table Rental & set-up
Chair Rental
Chair Rental & set-up
Bleacher – pull out
Pipe and drape set-up

\$320 per day
\$35 per dumpster
\$15 per drop
\$30 per drop
\$5 each
\$6 each
\$1 each
\$1.25 each
\$100
\$3 per section

Other Services may be available. These would be at a per hour rate determined by the event:

- Additional set up and breakdown service - TBA
- Additional matrons and supervisor services - \$15 per hour
- Ticket seller and usher service - TBA
- Total clean up service - TBA

ELECTRONIC SIGNS:

YACK ARENA (3RD & EUREKA)

There is no fee for basic event information on the Yack Arena sign. This service is included in the rental.

D.D.A. (FORT STREET & EUREKA AVENUE)

If you wish to have your information, graphics and logo displayed (static) on the changeable sign at **Fort Street & Eureka** before your event, **please fill out an application at the Customer Assistance Department** located on the lower floor of City Hall or print a form from **Wyandotte.net** and return the application and applicable fee to the Customer Assistance Department located on the lower floor of City Hall. Advertising fee is \$10 per week, 4 week maximum advertising. Please allow adequate time for sign data input.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 30th, 2017

AGENDA ITEM # **7**

ITEM: Two new Yack Arena Rental Contracts – Downriver Beer Summit and the King of the Cage

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: These two rentals are new rentals of the Yack Arena during the Spring/Summer season of 2017. The King of the Cage is an upper tier mixed martial arts promotion that would like to host an evening of mma matches on Saturday April 29th. King of the Cage is owned by Terry Trebilcock who grew up in Southgate and has a residence in Grosse Ile. King of the Cage has national sponsors including Lucas Oil and General Tire, puts on events across the country, and each event is broadcast nationally on MAV TV (available on DirecTV, Dish Network, and Verizon). The King of the Cage promotion will secure their own liquor license. The Downriver Beer Summit is an event featuring motorcycle and car displays, live bands, and of course craft beer. Tony Miello will be working again with the Wyandotte Jaycees to secure a temporary liquor license for this event. A blank contract, hold harmless agreement, and listing of arena rental costs is attached.

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

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the attached contracts for the various upcoming events.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-000-654-610-020. These rentals will bring in a minimum of \$2,600 in building rental revenue, plus addition revenue for table/chair, and pipe and drape rental fees.

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

Shrysdal

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal Affairs

MAYOR'S RECOMMENDATION:

J.P.

LIST OF ATTACHMENTS:

- 1) A blank copy of a Yack Arena Rental Contract
- 2) A blank copy of a Yack Arena Hold Harmless Agreement
- 3) Current listing of Arena rental costs

RESOLUTION

DATE: January 30th, 2017

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council **CONCURS** with the recommendation of the Superintendent of Recreation and hereby **APPROVES** the Benjamin F. Yack Arena rental contracts for the King of the Cage and Downriver Beer Summit events in the amount of \$1,300.00 per day including all associated rental costs payable in full upon completion of the event as stipulated in the Contract; events to be held April 29 and June 3rd **AND BE IT FURTHER RESOLVED** that Council hereby authorizes the Mayor and City Clerk to sign said rental agreement.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Van Boxell

BENJAMIN F. YACK RECREATION CENTER RENTAL CONTRACT

City of Wyandotte, Michigan

This permit, granted this _____ day of _____, 20____, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to _____ hereinafter called the "**Permittee.**"

Witnesseth:

In consideration of the fees and covenants hereinafter expressed, the Owner has agreed to grant and hereby does grant a Permit to the Permittee and Permittee has agreed to accept and hereby does accept the Permit for the use of the Benjamin F. Yack Recreation Center, hereinafter called the "Building", located 3131 Third Street in the City of Wyandotte, Michigan on the following terms and conditions:

(1) This permit shall prevail in accordance with the following schedule:

Building Rental is \$1,300.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with **General Conditions** Item 5 – A.
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Owner.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- \$250 Security Deposit is non-refundable in case of cancellation by Permittee.
Security Deposit to accompany this Contract.
- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,300.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz _____

(4) In further consideration of the fees and covenants herein expressed, the Owner agrees to furnish the following without additional charge to Permittee:

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.

- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations:

- A. Permittee shall assume all risk of operation and shall indemnify Owner for any loss or damage occasioned to Owner or to any person or property, caused by any act of Permittee, its agents or employees in the use of any of the premises by Permittee, its agents or employees in the conduct of Permittee's business. Permittee shall procure at its own cost and expense Workmen's Compensation as required by law and such public liability and property damage insurance as will protect Permittee, Owner and its officers and employees from any claims for damage to property, including Owner's property, and for personal injuries, including death, which may arise from the use of the premises by Permittee. A duplicate copy of all insurance policies or certificates of insurance must be furnished Owner with the premiums paid before the start of any operations by Permittee. All policies shall be subject to the approval of Owners for adequacy and form of protection and name owner as an additional insured party. All policies shall contain an endorsement providing for furnishing owner ten (10) days written notice of termination of insurance for any cause.

Permittee shall provide insurance at least 30 days in advance of the event as follows, naming the City of Wyandotte as Additional Insured:

- A. **Workmen's Compensation Insurance as required by the laws of the State of Michigan;**
- B. **Public Liability with a minimum of \$ 1,000,000.00 for each occurrence;**
- C. **Property Damage with a minimum of \$ 1,000,000.00 for each occurrence;**
- D. **Dram Shop and Alcohol Liability coverage with minimum of \$1,000,000.00.**

- B. The Permittee shall indemnify and save harmless the Owner from and against all claims, suits, actions and damages, and/ or causes of action arising during the period of use and occupancy by the Permittee and for the term of this Permit for any personal injury, loss of life and/or damages to property, including Owner's property, sustained in or about the premises or that portion of the Building and improvements thereof, or appurtenances thereto, used by the Permittee, occurring during such time as the Permittee may be using or renting said premises, and from and against all costs, legal fees, expenses and liabilities in and about any such claim or the defense of any action or proceedings thereon, and from and against any order, judgment and/or decrees which may be entered therein when any of the aforesaid are caused or occasioned by negligence of the Permittee, its agents sub-contractors or employees, or persons attending the Building by reason of the use thereof by the Permittee.
- C. Permittee agrees not to use nor to permit any person to use in any manner whatsoever that part of the premises used by Permittee in its operations hereunder for any illegal purpose or for any purpose in violation of any Federal, State or municipal law, ordinance, rule, order or regulation or of any reasonable rule or regulation of Owner now in effect or hereafter enacted or adopted and will protect, indemnify and forever save and keep harmless Owner and the individual representatives thereof and their agents from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, reasonable rule, order or regulation occasioned by any act, neglect or omission of Permittee, or any employee, person or occupant in Permittee's employ or control for the time being on said premises and engaged in the Permittee's operations hereunder.
- D. The Permittee agrees to furnish a sufficient number of ushers, ticket takers, special policemen, doorkeepers or other employees to properly handle and supervise the conduct of all persons in attendance at functions conducted by the Permittee, and to adopt, promulgate and enforce rules and regulations governing the conduct of such attendants. It is further understood and agreed that such attendants shall for all purposes be the agents of the Permittee.
- E. The Permittee shall furnish all service required to conduct its business in the Building. In the event of any violation or in case Owner or its authorized representative shall deem any conduct on the part of Permittee or any person or occupant on Permittee's employ or control for the time being on the premises (and engaged in the operation thereof) to be objectionable or improper, the responsibility for such conduct shall be deemed prima facie to be that of the Permittee. Permittee will, at the written request of Owner or its

- authorized representative, have removed from the premises any employee whom owner or its representative consider detrimental to the best interests of Owner or the public using the Premises.
- F. The Permittee agrees not to assign, transfer, convey, sublet or otherwise dispose of this Permit or its right, title or interest therein, to any other person, company or corporation without the previous consent in writing of the Owner.
- G. The Permittee shall have the complete control of so much of the premises exclusively granted to it during the periods aforesaid, and of admission to the portion of such premises during such periods subject to the requirements of any City Ordinances or State Laws including the Yack Arena Rules and Regulations.
- H. The Permittee agrees to conform to the Rules and Regulations of the Yack Arena for the use of said premises in effect when this Permit is granted or hereafter enacted or adopted, and a copy of any such Rules and Regulations in effect at the signing of this Permit shall become a part hereof.
- I. Upon the breach of any term, covenant or condition of this Permit, or of any rule or regulation governing the use of the premises, this Permit, at the option of the Owner, upon notice to the Permittee, shall terminate with the same force and effect as if the original term has come to an end.
- J. Upon termination of this Permit or its prior cancellation, Permittee shall remove from the premises such property and equipment as Permittee may have provided for its operations. In the event that the Permittee fails to vacate the premises upon such termination, the Owner may, in its discretion, remove from the premises at the expense of the Permittee, all goods, wares and merchandise, and property of any and all kinds and descriptions which may then be occupying the portion of the Building on which the Permit has terminated and Owner shall not be liable for any damages or loss of such goods, wares, merchandise or other property which may be sustained either by reason of such removal or of the place to which it may be removed, and Owner is hereby expressly released from any and all such claims for damages of whatsoever kind or nature.
- K. The Owner may terminate any assignment of space to Permittee if, in the judgment of the owner the occupancy or entertainment would in any respect be detrimental to the best interests of the City of Wyandotte or the Yack Arena. The City of Wyandotte shall not be responsible for any loss or damage occasioned to Permittee, its agents, and employees or other by reason of such termination.
- L. Notwithstanding anything in this Permit contained, it is further mutually agreed that in the event of any default, non-performance or breach of the provisions of this permit on the part of the Owner, the liability of the Owner therefore shall be and is hereby limited solely to the repayment of the amount of the fee or portion thereof paid by the Permittee for the particular day, occasion or time when said default, non-performance or breach occurs.
- M. It is agreed that the premises may be inspected at any time by authorized representatives of the Owner, or by a representative of the Department of Health, Fire Department, and Police Department, Department of Buildings and Safety Engineering and any other law enforcing agencies. Permittee shall obtain at its own cost and expense such licenses and permits as may be required by law to conduct its business in the building. Permittee agrees that if notified by the Owner, or its representatives, that the condition of any part of the premises occupied by Permittee of the facilities thereof is unsatisfactory; it will immediately remedy the condition.
- N. Permittee hereby waives any and all claims for compensation for any and all losses or damage sustained by reason of any lawful action by any public agency or official in the exercise of this Permit. Any such action shall not relieve Permittee from any obligation hereunder, even if it may result in an interruption of Permittee's activities.
- O. Permittee shall not make any alterations in the premises without written approval of the Owner.
- P. Permittee shall not conduct within or upon said premises any other operations except those herein described. Permittee agrees not to interfere with any other Permittee of Owner or any employee's of any other Permittee.
- Q. Permittee acknowledges that Owner has not made or caused to be made any representations of any nature whatsoever in connection with this Permit except as herein stated, and in particular has made no representations dealing with such matters as anticipated revenue to Permittee or related issues. Permittee acknowledges that it has accepted this Permit as the result solely of its own business judgment and not as a result of any representations whatsoever, direct or indirect made by Owner, its agents or employees, except as herein stated.
- R. Permittee shall not advertise any of its activities in the Building in any manner objectionable to the Owner.


- S. Permittee agrees not to discriminate in its use of the premises among law-abiding members of the public.
- T. The policy of the Owner is to serve the public in the best possible manner and Permittee agrees that both it and its employee's and agents shall at all times cooperate to this end.
- U. No decorations shall be placed in or on the Building, walls or corridors, nor shall any advertising signs be supported by nails, tack, screws or adhesive tape on walls or woodwork, without the consent and approval of the Owner and all decorations, sets, scenery or other properties shall be of flame-proofed material and conform with requirements of the Fire Department.
- V. The custodian of the Building, watchmen and maintenance crew of the Owner shall have free access at all times to all space occupied by Permittee.
- W. The premises shall be accepted by Permittee as is and the cost of any additional equipment and fixtures shall be the responsibility of the Permittee.
- X. If the time of Owner's employees is required by the Permittee in the exercise of this Permit, other than as specified herein, it shall be paid for by the Permittee at rates then in effect.
- Y. Except as provided for by Owner, this Permit does not authorize Permittee to furnish liquid refreshments or food in any part of the Building, or to operate checkrooms or other concessions.
- Z. The Owner shall not be responsible for payment of any Federal, State or local taxes, nor for any loss by theft or otherwise, damage by accident, fire, riot or strike, action of the elements or any other damage to machinery, equipment, paraphernalia, costumes, clothing, trunks, exhibit material, scenery, music, musical instruments or cases for same, and other property of the Permittee or its agents or employees or the patrons of the Permittee.
- AA. Should the premises or any part thereof be destroyed or injured by fire or the elements, mob, riot, war or civil commotion, or any part of the premises be interfered with by strikes or other causes, prior to or during the time for which the use of said premises is granted, the Owner may, in the exercise of its discretion, terminate the Permit, in which event the Owner shall return to the Permittee any payments that have been made for the period of the permit prevented or interrupted and the Permittee hereby expressly waives any claim for damage or compensation should the Permit be so terminated. The Owner shall in no way be liable for any personal property or other damage, inconvenience or intervention to the Permittee arising from or on account of strikes, lockouts or other labor difficulties, or any force majeure event.
- BB. Amounts and contents of Permittee's display of advertising material at the Building shall be at the discretion of the Owner or its authorized representative.
- CC. The Permittee further agrees to turn the demised premises back to the Owner in the same condition as when it first occupied same, natural wear and tear excepted. Permittee is responsible to immediately reimburse owner for any damages caused to the premises.
- DD. Should any questions arise as to the proper interpretation of the terms and conditions of this Permit, the decision of the Owner shall be final.
- EE. It is expressly understood and agreed by between the parties hereto that the Employees, Representatives, Recreation Commissioners, and the Owners and its officers and agents are acting in a representative capacity and not for their own benefit and that neither the Permittee nor any occupant of the demised premises shall have any claim against them collectively or individually in any event whatsoever.
- FF. All notices and orders given to the Permittee may be served by mailing the same to the Permittee at the address hereinbefore set forth or by delivering a copy thereof to the Permittee in person, or by leaving it at its place of business in the demised premises with any person then in charge of the same.
- GG. All rights remedies of the Owner shall be cumulative and none shall exclude any other right or remedy allowed by law.
- HH. There are not agreements not expressly covered herein, and nothing is included unless specified.
- II. Inspection of Building will occur prior to the rental, with a complete report of condition of building taken into account.
- JJ. Permittee shall execute an agreement which indemnifies and holds the City of Wyandotte, its officers, agents and employees harmless from all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damages to any property owned by the City of Wyandotte or others arising out of Permittee's use of the Yack Arena.
- KK. Permittee, its members, agents, employees, independent contractors and volunteers promise to comply with all state laws, regulations, and local ordinances with regards to their use of the Yack Arena. If it becomes

necessary for the owner to commence legal proceedings against Permittee to enforce the terms of the permit of the General Conditions, Permittee shall be responsible to fully reimburse owner all of owner's attorney fees and court costs.

- LL. Permittee shall abide by the Wayne County Clean Indoor Air Regulation as amended, which was originally adopted on March 17, 2005, and requires Wayne County (excluding the City of Detroit) public and private worksites to create and implement a smoke-free policy that prohibits smoking in enclosed areas. Public Health Code, Act 368 states in MCL333, Section 12605, a smoking area may be designated by the state or local government agencies or the person who owns or operates a public place except in a public building in which smoking is prohibited by law.

In Witness Whereof, the parties hereto have caused these presents to be signed by their duly authorized officers, the day and year first above written.

PERMITTEE:


The undersigned represents he/she is authorized to sign this agreement on behalf of the Permittee

By

Signature

Printed Name

Title or Position if signing
on behalf of the Permittee

OWNER:

CITY OF WYANDOTTE,
a municipal corporation of the State of Michigan

By

Mayor Joseph Peterson

City Clerk William R. Griggs

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.

Name _____
Department of Legal Affairs

YACK ARENA HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to:

_____ for the use of the Yack Arena on the following date/dates: _____, the undersigned hereby assumes all risk and liability relating to the use of the Yack Arena, and agrees to hold harmless and indemnify the City of Wyandotte, its officers, agents, and employees from any and all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or to property of others arising out of the said use of the Yack Arena, except that the undersigned shall not be liable for any damages, claims for liability that are solely due to the negligence of the City of Wyandotte, its agents and employees or from the existence of a dangerous or defective condition of the Yack Arena.

Except as set forth above, the undersigned further does hereby indemnify, remise, release and forever discharge the City of Wyandotte, its officers, agents and employees from any and all claims, demand, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from Permittee's use of the Yack Arena. Furthermore, Permittee will abide by the **NO SMOKING POLICY** during the rental of the Yack Arena.

In addition, the undersigned hereby affirms that there are no violations from a city, county, state or federal agency pending pertaining to your organization/event.

Agreed to this _____ day of _____, 20 ____.

Name of Organization _____

By _____

Its _____

EVENT INFORMATION

Contact Person _____

Address _____

City, State, Zip _____

Home Phone # _____

Cell Phone # _____

Alternate Phones _____

BENJAMIN F. YACK RECREATION CENTER

WYANDOTTE
RECREATION
DEPARTMENT

2017 Associated Rental Cost

A **four-wall policy** will be used which includes normal electric, water and air-conditioning usage, two meeting rooms, four restrooms, storage rooms, ticket office, sound system, staging with risers, arena supervision and normal building and restroom custodial services (once per day) along with free parking. (Note: All debris must be removed from table tops and chairs stacked on table top each evening for cleaning).

The **Arena Rental Fee** will be **\$1,300.00 per day**. The Four-Wall Policy includes in this one-day for set up and one day for break-down from 8 AM to 5 PM on non-holidays.

Additional day for set-up or take down non-holiday	\$500 per day
Additional day for set-up or take down on holiday	\$1,000 per day
Per hour rate for any time after 5 p.m. or on a holiday	\$100 per hour

Additional Rental Fees:

Kitchen/Concession Area	\$320 per day
Trash Removal (per dumpster)	\$35 per dumpster
Additional Electrical 110 electric drop	\$15 per drop
Additional Electrical 220 electrical drop	\$30 per drop
Table Rental	\$5 each
Table Rental & set-up	\$6 each
Chair Rental	\$1 each
Chair Rental & set-up	\$1.25 each
Bleacher – pull out	\$100
Pipe and drape set-up	\$3 per section

Other Services may be available. These would be at a per hour rate determined by the event:

- Additional set up and breakdown service - TBA
- Additional matrons and supervisor services - \$15 per hour
- Ticket seller and usher service - TBA
- Total clean up service - TBA

ELECTRONIC SIGNS:

YACK ARENA (3RD & EUREKA)

There is no fee for basic event information on the Yack Arena sign. This service is included in the rental.

D.D.A. (FORT STREET & EUREKA AVENUE)

If you wish to have your information, graphics and logo displayed (static) on the changeable sign at **Fort Street & Eureka** before your event, **please fill out an application at the Customer Assistance Department** located on the lower floor of City Hall or print a form from Wyandotte.net and return the application and applicable fee to the Customer Assistance Department located on the lower floor of City Hall. Advertising fee is \$10 per week, 4 week maximum advertising. Please allow adequate time for sign data input.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 30th, 2017

AGENDA ITEM # **8**

ITEM: 2017 Blount Small Ship Adventures Docking Contract

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: For the past 17+ years, the Blount Cruise Line has been renting and utilizing our docking facility at Bishop Park as a port destination for several of their trips on the Great Lakes. The ships are docked for a 24 hour period, often arriving and departing early in the morning. Each ship has 44 cabins which can accommodate 88 passengers. The ships utilize the northern most dock so that they do not interfere with the Diamond Jack dockings. During their brief stay, passengers have free time in which they may partake in an optional trip to Greenfield Village, or they can shop and dine in our downtown shops and restaurants. Last year Blount utilized the docks for 6 trips. This year, the ships would again like to use the docks a total of 6 times: June 9th, June 21st, July 17th, July 29th, July 30th, and September 7th 2017. These ships used the northern docking gate and their arrival will not conflict with the Diamond Jack boat tours.

STRATEGIC PLAN/GOALS: To provide the finest services and quality of life while advocating our heritage.

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the contract for the 2016 Blount Small Ship docking dates. .

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-000-651-095. Docking vessels pay a daily rate of \$200 per day plus \$25 for garbage removal.

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

Shaydahl

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal Affairs

MAYOR'S RECOMMENDATION:

Alt

LIST OF ATTACHMENTS:

- 1) Copy of 2017 Docking Contract with Blount Adventures
- 2) Copy of Hold Harmless Agreement with Blount Adventures

RESOLUTION

DATE: January 30th, 2017

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council **CONCURS** with the recommendation of the Superintendent of Recreation and hereby **APPROVES** the 2017 Bishop Park Docking Agreement with Blount Small Ship Adventures. Ships will dock on June 9, June 21, July 17, July 29, July 30, and September 7, 2017 at a rate of \$200 per day plus \$25 per docking for garbage removal. **AND BE IT FURTHER RESOLVED** that the City Council authorizes the Mayor and City Clerk to sign the docking contract.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

**Fricke
Galeski
Miciura
Sabuda
Schultz
Van Boxell**

AGREEMENT BETWEEN THE CITY OF WYANDOTTE
AND BLOUNT SMALL SHIP ADVENTURES, INC.
FOR THE OPERATION
OF THE DOCKING FACILITIES AT BISHOP PARK

AGREEMENT made and entered into this ____ day of _____, A.D., 2017, by and between the CITY OF WYANDOTTE, a Municipal corporation in the County of Wayne, State of Michigan, hereinafter designated FIRST PARTY, and BLOUNT SMALL SHIP ADVENTURES, INC., hereinafter designated SECOND PARTY;

WITNESSETH:

WHEREAS, First Party owns and maintains a Docking Facility at the Bishop Park; and

WHEREAS, First Party is the owner of Bishop Park, which abuts on the Detroit River, and has docking facilities; and WHEREAS, the Second Party has requested permission to use said Bishop Park for dockage;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, IT IS AGREED, as follows:

1. The First Party shall permit the Second Party to use BISHOP PARK for dockage for a fee as agreed upon by the parties.
2. Total payment is to be made to the Wyandotte Recreation, Leisure & Culture Department, 3131 Third Street, Wyandotte, MI 48192, by May 1, 2017.
3. The Dock is to be used only for the purpose of allowing passengers to board and exit the Second Party's vessels and for reasonable incidental uses associated therewith.
4. The Second Party shall comply with all Federal, State, County and City of Wyandotte laws, regulations, ordinances and rules.
5. The Second Party shall furnish the First Party with a Certificate of Insurance showing that Second Party has adequate insurance coverage for public liability, property damage and worker's compensation in amounts reasonably acceptable to the First Party. The Second Party shall add the City of Wyandotte as an "Additional Insured" on the public liability and property damage insurance policies maintained by it for its vessels and deliver said insurance policy to the First Party at least four (4) weeks prior to the date of the first docking.

6. The Second Party agrees that it shall indemnify and save harmless the First Party and its officers, elected officers, elected officials, commissions, agents, employees, or representatives for and from all claims, demands, payments, suits, actions, recoveries and judgments, of every type and nature, brought or recovered against it or either/or any of them for or on account of any personal injuries (including death) or damages to property received or sustained by any person or persons by reason of or arising out of or in connection with the Second Party's utilization of said docking facility under this agreement.

	<u>MV Grande Mariner</u>	<u>Length: 184' - Draft: 6'6" Flag: US</u>		
	<u>MV Grande Caribe</u>	<u>Length: 184' - Draft: 6'6" Flag: US</u>		
Grande Mariner	Arrive: June 9, 2017	@ 0900	Depart : June 10, 2017	@ 0700
Grande Mariner	Arrive: June 21, 2017	@ 0900	Depart : June 22, 2017	@ 0200
Grande Caribe	Arrive: July 17, 2017	@ 0900	Depart: July 18, 2017	@ 0700
Grande Caribe	Arrive: July 29, 2017	@ 0900	Depart: July 30, 2017	@ 0200
Grande Mariner	Arrive: July 30, 2017	@ 0900	Depart: July 31, 2017	@ 0700
Grande Mariner	Arrive: September 7, 2017	@ 0900	Depart: September 8, 2017	@ 0200
DOCKING FEE:	6 @ \$200 = \$1200 docking fees			
	6 @ \$25 = \$150 trash pickup			
	Total Amount Due \$1350			

PERSON IN CHARGE Cassie Doyle, Operations Manager
ADDRESS 461 Water Street, Warren, RI 02885
TELEPHONE 800-556-7450

IN WITNESS WHEREOF, the Parties hereto, by authority of the representative officials of the First Party and the Second Party have caused these presents to be signed, the day and year above setforth:

CITY OF WYANDOTTE
Authorized by

Mayor Joseph Peterson FIRST PARTY

Lawrence S. Stec, City Clerk FIRST PARTY

Cassie Doyle, Operations Manager
SECOND PARTY

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.

Name William R. Book
Department of Legal Affairs

HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to **Blount Small Ship Adventures, Inc.** for the use of the Bishop Park Boat Docking Facility on

June 9 & 21, July 17, 29 & 30 and September 7, 2017

the undersigned hereby assumes all risk and liability relating to the use of the Bishop Park Boat Docking Facility, and agrees to hold harmless and indemnify the City of Wyandotte, its officers, agents, and employees from any and all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or to property of others arising out of the said use of the Bishop Park Boat Docking Facility, except that the undersigned shall not be liable for any damages, claims for liability are due to the negligence of the City of Wyandotte, its agents and employees or from the existence of a dangerous or defective condition of the Bishop Park Boat Docking Facility

Except as set forth above, the undersigned further does hereby indemnify, remise, release and forever discharge the City of Wyandotte, its officers, agents and employees from any and all claims, demand, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from Permittee's use of the Bishop Park Boat Docking Facility.

In addition, the undersigned hereby affirms that there are no violations from a city, county, state or federal agency pending pertaining to your organization/event.

Agreed to this _____ day of _____, 20 ____.

Name of Organization _____

By _____

Its _____

EVENT INFORMATION

Contact Person _____

Address _____

City, State, Zip _____

Home Phone # _____

Cell Phone # _____

Alternate Phones _____

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.

Name William L. Fox
Department of Legal Affairs

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 23, 2017

AGENDA ITEM # 9

ITEM: Annual Permit for Michigan Department of Transportation for Miscellaneous Operations and other Permits within Free Access State Truckline Right of Way

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: The City is required to apply annually for a permit from Michigan Department of Transportation (MDOT) for activities in the State Right-of-Way. Also, the Council is required to designate positions that are authorized to sign said permit. The resolution will authorize the City Engineer, General Manager of Municipal Service and the Police Chief as authorized to apply to the State for necessary permits to work within the State Highway Right-of-Way.

STRATEGIC PLAN/GOALS: N/A

ACTION REQUESTED: Approve submission of annual permit and authorize the City Engineer, General Manager of Municipal Service and the Police Chief as the positions authorized to apply for MDOT Permits.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Forward adopted Resolution to MDOT

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: Approved as to form. W. Look

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Resolution

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 23, 2017

RESOLUTION by Councilperson _____

BE IT RESOLVED by this Council that the City Engineer, General Manager of Municipal Service and the Police Chief are hereby designated as the representative for the City of Wyandotte and authorized to sign permit applications which allow the City of Wyandotte to perform proposed operations on the portion of the State Highway Right-of-Way in the City of Wyandotte during the 2017 calendar year.

I move the adoption of the foregoing resolutions.

MOTION by Councilperson _____

Supported by Councilperson _____

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

Application Reference Number:44320**Applicant Info** **Applicant Name:** City of Wyandotte**Mailing Address:** 3200 Biddle Ave**City:** Wyandotte **State:** MI**Zip:** 48192**Primary Contact****Contact Name:** Mark A. Kowalewski**Phone No:** 734-324-4554 **Cell Phone No:** 734-320-7555**Email Address:** mkowalewski@wyan.org**Secondary Contact****Contact Name:** Jesus

Plasencia

Phone No: 734-324-4558 **Cell Phone No:** 734-323-1977**Email Address:** jplasencia@wyan.org**Work Info** **Proposed Work Date****From:**

01/12/2017

To:

12/31/2017

Annual Type:

Statewide

Counties:

Free

Limited

Proposed Operation

**TREE TRIMMING AND TREE REMOVAL - See Supplemental Specifications item # 8 in the Terms and Conditions.****UNDERGROUND UTILITY OPERATIONS - PRIOR APPROVAL SHALL BE OBTAINED FROM THE UTILITIES/PERMITS ENGINEER FOR ANY MAINTENANCE OR CONSTRUCTION OPERATIONS WHICH REQUIRE CUTTING PAVEMENT OR BORING OPERATIONS.****AERIAL UTILITY OPERATIONS - These are limited to:****EMERGENCY OPERATIONS - See General Conditions item # 15 in the Terms and Conditions.****Attachments**

Attachments Not Included.

Type of Work**Statewide Annual**

Routine Maintenance and Emergencies Statewide > 150 Activities

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 30, 2017

AGENDA ITEM # **10**

ITEM: City Purchasing 566 Orchard, 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 \$26,000.00. The property information is as follows:

Lot Size: 50' x 92'

Demolition Cost Estimated at: \$6,000.00

2016 SEV: \$25,892

Market Value: \$51,784

2015 Taxes: \$1,592.61

Once this property is purchased and removed, it will be combined with the City owned property known as former 3735 6th Street and 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: January 30, 2017

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 566 Orchard in the amount of \$26,000.00 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	_____

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:
S 92 feet of Lots 1 and 2 Garfield Place Subdivision, Block 4 as recorded in Liber 14 Page 80 WCR

_____ being known as
566 Orchard 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 Six Thousand (\$26,000.00) 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 <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The seller is hereby authorized to accept this offer and the deposit of _____ 0 _____ Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

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

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

The closing of this sale shall take place at the office of _____.

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**

City of Wyandotte:

IN PRESENCE OF:

JOSEPH R. PETERSON, Mayor L. S. Purchaser

LAWRENCE S. STEC, Clerk L. S. Purchaser

Address _____

Dated _____

Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

Broker

Phone _____

By: _____

This is a co-operative sale on a _____

basis with _____

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

The Estate of Emma Miller

Kathy White

Kathy White, Personal Representative

L. S.

Seller

IN PRESENCE OF:

L. S.

Seller

Address _____

Dated: _____

Phone _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____

L. S.

Purchaser



566 Orchard - S 92 FT OF LOTS 1 AND 2 GARFIELD PLACE SUB, BLOCK 4 T3S R11E, L14 P80 WCR Lot Size: 50' x 92

3735 6th - N 48 FT OF LOTS 1 AND 2 GARFIELD PLACE SUB, BLOCK 4 T3S R11E, L14 P80 WCR Lot Size: 50' x 48 - City of Wyandotte

Guide Sheet

FINAL READING OF AN ORDINANCE

#1445

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE TO REZONE THE PROPERTY KNOWN AS
PART OF 1128 EUREKA FROM NEIGHBORHOOD BUSINESS DISTRICT (B-1)
TO GENERAL BUSINESS DISTRICT (B-2)

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING
ORDINANCE TO REZONE THE PROPERTY KNOWN AS
PART OF 1128 EUREKA FROM NEIGHBORHOOD BUSINESS DISTRICT (B-1)
TO GENERAL BUSINESS DISTRICT (B-2).

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property:

The following described property located in the City of Wyandotte, County of Wayne, State of Michigan, and described as follows:

Lots 10 and 12, Block 314 Hurst and Post's Subdivision

Known as: Part of 1128 Eureka, Wyandotte, Michigan

be and is hereby rezoned from Neighborhood Business District (B-1) to General Business District (B-2).

Section 2. Amendment of Zoning Map.

The zoning Map of the City of Wyandotte be and is hereby amended in accordance with the provisions of this Ordinance as set forth in Zoning Map. No. 290

Section 3. Severability.

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

Section 4. Effective Date.

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

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

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

Absent: _____

I hereby approve the adoption of the foregoing ordinance this _____ day of January, 2017.

CERTIFICATE

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 ____ day of January, 2017.

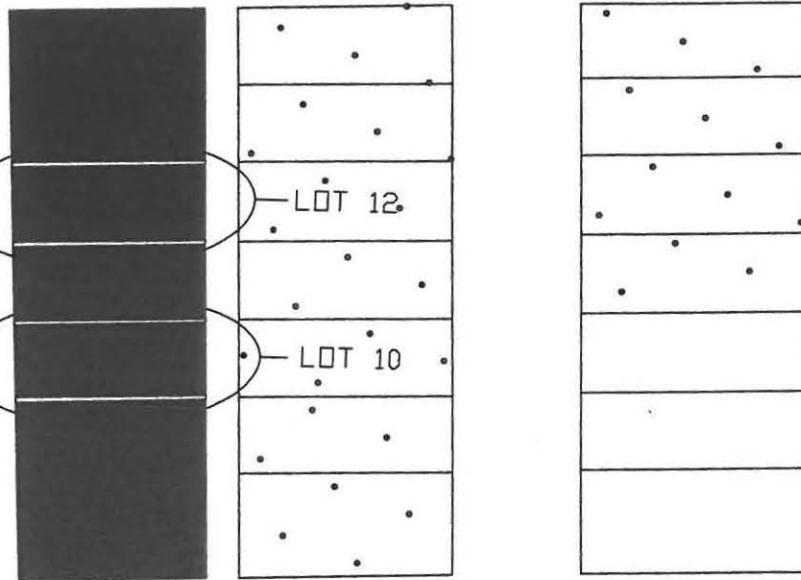
Dated: January ____, 2017

JOSEPH R. PETERSON, Mayor

LAWRENCE STEC, City Clerk

EUREKA AVENUE

TWELFTH STREET

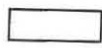
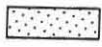



ELEVENTH STREET

LIMITS OF
AMENDED DISTRICT



NOT TO SCALE

-  RA ONE FAMILY RESIDENTIAL DISTRICT
-  RM-1 MULTIPLE FAMILY RESIDENTIAL DISTRICT
-  B-2 GENERAL BUSINESS DISTRICT

CITY OF WYANDOTTE, MICHIGAN
AMENDED ZONING MAP NO. 290

ORDINANCE NO. **1445**
DATED **01.30.2017**

MAYOR: _____
JOSEPH R. PETERSON

CLERK: _____
LARRY STEC

Reports & Minutes

January 23, 2017

CITY OF WYANDOTTE REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, January 23, 2017, 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, Leonard Sabuda, Donald Schultz, and Kevin VanBoxell

Absent: Councilperson Ted Miciura

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

None

COMMUNICATIONS MISCELLANEOUS

Discussion regarding Resolution #2017-18

PERSONS IN THE AUDIENCE

None

NEW BUSINESS (ELECTED OFFICIALS)

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

Discussion regarding Resolution #2017-19 thru 2017-27

PRESENTATION OF PETITIONS

None

REPORTS & MINUTES

City Council	January 9, 2017
Beautification Commission	Nov. 9 & Dec. 14, 2016 and Jan. 11, 2017
Daily Cash Receipt	January 6 & 13, 2017
Fire Commission	December 13, 2016
Municipal Services Commission	January 11, 2017
Police Commission & Police Statistics Reports	December 13, 2016 & January 10, 2017
Retirement Commission	January 19, 2017

CITIZENS PARTICIPATION

None

RECESS

RECONVENE

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

Absent: Councilperson Miciura

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

- #1445: 1128 Eureka Rezoning, B-1 (Neighborhood Business) to B-2 (General Business)

FINAL READING OF AN ORDINANCE

None

RESOLUTIONS

2017-17 MINUTES

By Councilperson Fricke, supported by Councilperson Sabuda

RESOLVED that the minutes of the meeting held under the date of January 9, 2016, be approved as recorded.

Motion unanimously carried.

2017-18 CITY PROPERTY USE REQUEST – METAL DETECTION, G. HICKS

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED that Council permits Mr. George and Kameron Hicks to metal detect city parks and vacant city lots as identified and approved by the Department of Engineering and Building.

BE IT FURTHER RESOLVED that Mr. Hicks will complete a Hold Harmless agreement, as prepared by the Department of Legal Affairs

Motion unanimously carried.

2017-19 DDA REAPPOINTMENTS – L. STEVENSON & R. DESANA

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED that the City Council hereby CONCURS in Mayor Joseph Peterson's recommendation in the following re-appointments to the Downtown Development Authority, terms to expire June 2020:

- Rick DeSana
- Leo Stevenson

Motion unanimously carried.

2017-20 CHARTER AMENDMENTS – MEETING DATES

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED that the recommendation of the City Administrator to place the charter amendment relative to the City Council Regular Meetings to require City Council meetings to be scheduled for 2 regular meetings each month (rather than weekly) at times and dates to be determined by City Council resolution is received and placed on file; AND

BE IT FURTHER RESOLVED that Council concurs with the recommendation and requests that the Department of Legal Affairs prepare the necessary ballot language which must be approved by the Attorney General and Governor and the City Council; AND

BE IT FURTHER RESOLVED that Council instructs this information be presented back to the City Council once approved by the Attorney General's Office for final approval by the City Council and the Governor and then placed at the next available election (to be determined by the State of Michigan and Wayne County).

Motion carried.

YEAS: Fricke, Sabuda, Schultz, VanBoxell, and Mayor Peterson

NAYS: Galeski

2017-21 CHARTER AMENDMENTS – ASSESSOR POSITION

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED that the recommendation of the City Administrator to place the charter amendment relative to eliminating the City Assessor as an elective officer and to have the City Assessor appointed by the Mayor, subject to confirmation by the City Council, is received and placed on file; AND

BE IT FURTHER RESOLVED that Council concurs with the recommendation and to have the Department of Legal Affairs prepare the necessary ballot language which must be approved by the Attorney General and Governor and the City Council; AND

BE IT FURTHER RESOLVED that Council instructs this information to be presented back to the City Council once approved by the Attorney General's office for final approval by the City Council and the Governor and then placed at the next available election (to be determined by the State of Michigan and Wayne County).

Motion carried.

YEAS: Fricke, Sabuda, Schultz, VanBoxell, and Mayor Peterson

NAYS: Galeski

2017-22 LICENSE REQUEST – NEW BREW PUB, 1175 EUREKA

By Councilperson Fricke, supported by Councilperson Sabuda

WHEREAS Mr. Mark Skehan of MS Management LLC (DBA: The Rockery) at 1175 Eureka has applied for a New Brew Pub License with the Michigan Liquor Control Commission and the Commission is requiring the review and recommendation of the Mayor and Council of the City of Wyandotte.

BE IT RESOLVED that the Council recommends that the application from Mr. Mark Skehan of MS Management LLC (DBA: The Rockery) at 1175 Eureka for a New Brew Pub License be considered for approval by the Michigan Liquor Control Commission and directs the City Clerk to complete Form LCC-106 accordingly and forward to the Michigan Liquor Control Commission.

BE IT FURTHER RESOLVED that, under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Motion unanimously carried.

2017-23 HFWH BENEFIT WALK

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED that Council hereby approves the use of city sidewalks per the request of Ann Abrahamson, M.D. and the Center of Rehabilitation for Henry Ford Wyandotte Hospital to hold their annual benefit walk on Saturday, September 9, 2017 at 10:00 a.m., commencing at the hospital by Bishop Park and utilizing city sidewalks throughout Downtown Wyandotte between Bishop Park, Eureka Rd., 5th Street, and HFWH, as recommended by the Special Event Coordinator, Fire Chief, Police Chief, and Recreation Superintendent.

BE IT FURTHER RESOLVED that the organization must complete a Hold Harmless Agreement as prepared by the Department of Legal Affair, as well as add the City of Wyandotte as additional insured.

Motion unanimously carried.

2017-24 2017 WBA THIRD FRIDAY CITY PROPERTY USE REQUESTS

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator to approve the use of city streets and property (in detail below) for the events held on the following days, in conjunction with the 2017 Wyandotte Business Association's Third Fridays:

Fire & Flannel Festival - Jan 20 - 5p.m. - 9 p.m.

- Street Closures:
 - Maple (Biddle to Sports Brew Pub)
 - 1st (Maple to Elm)
 - Sycamore (Biddle to Coastal Thai)

Mannequin Challenge - Feb 17 - 5p.m. - 8 p.m.

- Street Closures:
 - Maple (Biddle to Sports Brew Pub)
 - 1st (Maple to Elm)

St. Patrick's Day - March 17 - 9a.m. - 9 p.m.

- Street Closures:
 - Elm (Biddle to Parking Lot on Water)
- Use of parking lot behind Whiskey's to put up a tent

Ladies Night Out - April 21 - 6p.m. - 9p.m.

- Street Closures:
 - Sycamore (Biddle to Coastal Thai)
- Stage: YES

BBQ Throw down - May 19 & 20 (times TBD)

- Street Closures :
 - Elm (Biddle to East Parking Lot)
 - Full access to the Parking Lot Behind Whiskey's
 - Park Access for kid's activities
 - Theatre Lot and Parking lot at Oak & 1st
 - Motor Cycle Parking TBD
- Stage:

Bark on Biddle: June 16 - 12 noon to 9p.m. / June 17 - 10 a.m. - 9 p.m.

- Street Closures:
 - Biddle Avenue between Oak and Eureka Road
 - Sycamore from Biddle to Alley – East
 - Maple from Biddle to Alley – East
 - Elm to Biddle to Alley – East
 - Sycamore and Biddle to just past Coastal Thai
 - Maple from Biddle to alley
 - Elm from Biddle to the Alley – West
 - First Street behind Chelsea's Menswear
- Old Theater Lot
- Stage: YES

Throwback to the 80's Fest: July 21 - 6p.m. - 11 p.m.

- Street Closures
 - Elm (Biddle to Alley)
 - 1st (Oak to Elm)
- Theatre lot
- Stage: YES

Wine Crawl: Aug 18 - 6p.m. - 10 p.m.

- Street Closures
 - Biddle Avenue between Oak and Eureka Road
 - Sycamore from Biddle to Alley – East
 - Maple from Biddle to Alley – East
 - Elm to Biddle to Alley – East
 - Sycamore and Biddle to just past Coastal Thai
 - Maple from Biddle to alley
 - Elm from Biddle to the Alley – West

- First Street behind Chelsea's Menswear
- Gravel parking lot at the former City Hall 3131 Biddle
- Stage: YES

Beer Fest: Sept 15 - 6p.m. - 12 mid

- Street Closures
 - Biddle Avenue between Oak and Eureka Road
 - Sycamore from Biddle to Alley – East
 - Maple from Biddle to Alley – East
 - Elm to Biddle to Alley – East
 - Sycamore and Biddle to just past Coastal Thai
 - Maple from Biddle to alley
 - Elm from Biddle to the Alley – West
 - First Street behind Chelsea's Menswear
- Gravel parking lot at the former City Hall 3131 Biddle
- Stage: YES

Fall Festival: Oct 20 - 5p.m. - 10 p.m.

- Street Closures
 - Elm (Biddle to Alley)
- 1st (Oak to Elm)
- Theatre Lot - Tent
- Stage: YES

Cookie Crawl: Nov 17 - 5p.m. - 9 p.m. / Dave & Chuck .5k - Nov 18 - 7a.m. - 6 p.m.

- Street Closures
 - Elm (Biddle to Alley)
 - 1st (Oak to Elm)
- Theatre Lot - Tent
- Stage: YES

Santa Pub Crawl: Dec

- Street Closures: NO

BE IT FURTHER RESOLVED that Council grants permission to allow the use of city sidewalks listed below for same:

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

BE IT FURTHER RESOLVED that the WBA will comply with the following:

- That any costs for any city staff/material/property for said event, will be the responsibility of the WBA to be paid no later than 30 days after said event date.
- Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse.
- The WBA will be responsible for clean up before, during (glass, spills, broken items, etc.), and after the event.
- The WBA must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement.

Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial.

Motion unanimously carried.

2017-25 FORMER MCKINLEY SCHOOL BID

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED that the communication from the City Engineer regarding the proposal received for the sale of the former McKinley School Site at 640 Plum Street is hereby received and placed on file;
AND

BE IT RESOLVED that Council accepts the proposal from Coachlight Properties LLC/Jonesboro Investments Corp. and authorizes the City Engineer and City Attorney to negotiate a Purchase Agreement to be presented to Mayor and Council within 30 days of today's date (February 22, 2017).
Motion unanimously carried.

2017-26 COUNTY RIGHT-OF-WAY PERMITS

By Councilperson Fricke, supported by Councilperson Sabuda

COMMUNITY RESOLUTION AUTHORIZING EXECUTION OF WAYNE COUNTY PERMITS

Resolution No. 2017-26

At a Regular Meeting of the Wyandotte City Council (*Name of Community Governing Board*) on January 23, 2017 (*date*), the following resolution was offered:

WHEREAS, the Wyandotte City Council (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way on behalf of the Community.

Name	Title
<u>Mark A. Kowalewski</u>	<u>City Engineer</u>
<u>Dan Grant</u>	<u>Police Chief</u>

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/**City Council**] of the Wyandotte City Council (*name of Community*), County of Wayne, Michigan, on January 23, 2017
Motion unanimously carried.

2017-27 CDBG PUBLIC HEARING SCHEDULING

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the City Engineer regarding Community Development Block Grant (CDBG) Funds; AND

BE IT FURTHER RESOLVED that Council has set a Public Hearing for February 13, 2017 and February 27, 2017, to hear public comments on the proposed distribution of 2017 Community Development Block Grant (CDBG) Funds.

Motion unanimously carried.

2017-28 PURCHASE OF TORO GROUNDSMASTER - DPS

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED that the communication from the City Engineer regarding purchasing one (1) Toro Groundskeeper is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council approves the purchase of said Toro Groundskeeper thru National IPA from Spartan Distributors, Sparta, Michigan, in the amount of \$43,106.54 from account no.101-448-850-530 (\$26,000.00) and 101-448-850-540 (\$17,106.54).

Motion unanimously carried.

2017-29 BILLS & ACCOUNTS

By Councilperson Fricke, supported by Councilperson Sabuda

RESOLVED that the total bills and accounts of \$1,962,513.32 as presented by the Mayor and City Clerk are hereby **APPROVED** for payment.


Motion unanimously carried.

2017-30 ADJOURNMENT

By Councilperson Fricke, supported by Councilperson Sabuda

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 8:24 p.m.

Motion unanimously carried.



Lawrence S. Stec, City Clerk

User: ktrudell

Post Date from 01/24/2017 - 01/24/2017 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

O	498197	01/24/2017	ktrudell	F2	27TH DISTRICT COURT	
M1			101-000-001-000		101-000-650-010	FINES DIST COURT WYAN 63,927.06
M3			101-000-001-000		101-000-650-012	DIST CT RIVERVIEW CASES 28,671.90
M2			101-000-001-000		101-000-650-011	WORK FORCE-WYANDOTTE 5,897.00
M6			101-000-001-000		101-000-650-017	WORK FORCE-RIVERVIEW 1,511.00
M7			101-000-001-000		101-000-650-018	COURT TECHNOLOGY WYANDOTT 2,345.00
M9			101-000-001-000		101-000-650-020	COURT DRUG TESTING FEES 3,721.00
AS			101-000-001-000		101-000-650-021	COURT SCREENING ASSESSMEN 5,364.00
AW			101-000-001-000		101-000-650-024	CHEMICAL AWARENESS 2,540.00
						<u>113,976.96</u> CITY CHECK 1060

DECEMBER 2016

REC# 897945

O	498199	01/24/2017	ktrudell	F2	CITY OF LINCOLN PARK	
DI			101-000-001-000		101-000-068-013	DWNRIVR CENTRAL DISPATCH 73,273.31
DA			101-000-001-000		101-000-068-015	D/T/F Downriver Animal Con 6,250.00
						<u>79,523.31</u> CITY CHECK 62490

JULY-SEPT CENTRAL DISPATCH AND FINAL

CENTRAL ANIMAL CONTROL

REC# 897946

O	498202	01/24/2017	ktrudell	F2	GOLDSMITH, SUSAN	
AC			101-000-001-000		101-000-257-078	Reserve-Animal Care 30.00 CITY CHECK 4034

DONATION FOR POUND PALS-OK TO
DEPOSIT IN ANIMAL CARE

REC# 897947

O	498203	01/24/2017	ktrudell	F2	WAYNE COUNTY TREAS	
TS			101-000-001-000		101-000-411-085	COUNTY DEL TAX SETTLEMENT 8,183.83 CITY CHECK 2440120

MONTHLY DELINQUENT TAX SETTLEMENT

DECEMBER 2016

REC# 897948

O	498204	01/24/2017	ktrudell	F2	STAPLES	
RE			101-000-001-000		101-000-655-040	RECEIPTS-MISCELLANEOUS 65.96 CITY CHECK 999992

REFUND OF MISC UNAPPLIABLE PAYMENT

REC# 897949

O	498205	01/24/2017	ktrudell	F2	MIDWESTERN AUDIT	
XT			101-000-001-000		101-000-041-021	A/R MW AUDIT-RESCUE 16.67 CITY CHECK 19933

RESCUE COLLECTIONS DEC 2016

REC# 897950

O	498206	01/24/2017	ktrudell	F2	CITY OF WYANDOTTE	
EP			731-000-001-000		731-000-392-040	Res. Police & Fire Employee 568.50 CITY CHECK 125511

POLICE DEFINED BENEFIT

REC# 897951

Total of 7 Receipts

202,365.23

Post Date from 01/24/2017 - 01/24/2017 Open Receipts

Receipt # Description	Date	Cashier	Wkstn	Received Of Distribution	Amount
*** TOTAL OF CREDIT ACCOUNTS ***					
101-000-041-021 A/R MW AUDIT-RESCUE					16.67
101-000-068-013 DWNRIVR CENTRAL DISPATCH					73,273.31
101-000-068-015 D/T/F Downriver Animal Control					6,250.00
101-000-257-078 Reserve-Animal Care					30.00
101-000-411-085 COUNTY DEL TAX SETTLEMENT					8,183.83
101-000-650-010 FINES DIST COURT WYAN					63,927.06
101-000-650-011 WORK FORCE-WYANDOTTE					5,897.00
101-000-650-012 DIST CT RIVERVIEW CASES					28,671.90
101-000-650-017 WORK FORCE-RIVERVIEW					1,511.00
101-000-650-018 COURT TECHNOLOGY WYANDOTT					2,345.00
101-000-650-020 COURT DRUG TESTING FEES					3,721.00
101-000-650-021 COURT SCREENING ASSESSMEN					5,364.00
101-000-650-024 CHEMICAL AWARENESS					2,540.00
101-000-655-040 RECEIPTS-MISCELLANEOUS					65.96
731-000-392-040 Res. Police & Fire Employee Contrib					568.50
TOTAL - ALL CREDIT ACCOUNT					202,365.23
*** TOTAL OF DEBIT ACCOUNTS ***					
101-000-001-000 Cash					201,796.73
731-000-001-000 Cash					568.50
TOTAL - ALL DEBIT ACCOUNTS					202,365.23
*** TOTAL BY FUND ***					
101 General Fund					201,796.73
731 Retirement System Fund					568.50
TOTAL - ALL FUNDS:					202,365.23
*** TOTAL BY BANK ***					
GEN GENERAL OPERATING FUND				Tender Code/Desc.	
				(CCK) CITY CHECK	201,796.73
				TOTAL:	201,796.73
RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM				(CCK) CITY CHECK	568.50
				TOTAL:	568.50
TOTAL - ALL BANKS:					202,365.23
*** TOTAL OF ITEMS TENDERED ***					
				Tender Code/Desc.	
				(CCK) CITY CHECK	202,365.23
				TOTAL:	202,365.23
*** TOTAL BY RECEIPT ITEMS ***					
(1) AC: RESERVE-ANIMAL CARE/POUND					30.00
(1) AS: COURT SCREENING ASSESSMEN					5,364.00
(1) AW: CHEMICAL AWARENESS					2,540.00
(1) DA: DR CENTRAL ANIMAL CONTROL					6,250.00
(1) DI: DWNRIVR CENTRAL DISPATCH					73,273.31
(1) EP: PD EMPLOYEE PENSION CONTR					568.50
(1) M1: FINES DIST COURT WYAN					63,927.06
(1) M2: WORK FORCE-WYANDOTTE					5,897.00
(1) M3: DIST CT RIVERVIEW CASES					28,671.90
(1) M6: WORK FORCE-RIVERVIEW					1,511.00
(1) M7: COURT TECHNOLOGY WYANDOTT					2,345.00
(1) M9: COURT DRUG TESTING FEES					3,721.00
(1) RE: RECEIPTS-MISCELLANEOUS					65.96

User: ktrudell

Post Date from 01/24/2017 - 01/24/2017 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

(1)	TS: COUNTY DEL TAX SETTLEMENT				8,183.83
-----	-------------------------------	--	--	--	----------

(1)	XT: A/R MW AUDIT-RESCUE				16.67
-----	-------------------------	--	--	--	-------

TOTAL - ALL RECEIPT ITEMS:					202,365.23
----------------------------	--	--	--	--	------------

CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, January 10, 2017. Commissioner Harris called the meeting to order at 6:01 p.m.

ROLL CALL:

Present:	Commissioner Harris Commissioner Heck Chief Carley
Recording Secretary:	Lynne Matt
Absent:	Commissioner Melzer

READING OF JOURNAL

Motioned by Commissioner Heck, supported by Commissioner Harris to approve the minutes as recorded for the meeting held on December 13, 2016. Motion carried unanimously.

UNFINISHED BUSINESS

COMMUNICATIONS

DEPARTMENTAL

- Wyandotte Fire Department Monthly Report "December 2016"*
Chief Carley reported that for the month there were a total of 236 rescue runs, with average response time of 3 minutes 47 seconds and that \$109,133.00 was billed out. Also noted, we provided 5 mutual aid rescues. Commissioner Heck motioned to receive report and place on file; supported by Commissioner Harris. Motion carried.
- Department bills submitted December 15, 2016 in the amount of \$4,018.60*
Department bills submitted December 29, 2016 in the amount of \$6,685.97
Commissioner Heck motioned to pay bills and accounts submitted as stated above; supported by Commissioner Harris. Roll call; motion carried.
- Daily Reports*
Commissioner Heck motioned to receive and place on file reports; supported by Commissioner Harris. Motion carried.

LATE ITEMS

Chief Carley presented to Commission "Thank You" letter received dated January 3, 2017 for kind, caring and professional service that patient received. Commission expressed congrats to paramedics as well. Commissioner Heck motioned to receive letter and place on file; supported by Commissioner Harris. Motion carried.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:20 p.m.

Respectfully submitted,

Bobie Heck
Secretary

MI/lm



1-24-17.

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
January 10, 2017

ROLL CALL

Present: Inspector Brian Zalewski
 Commissioner John Harris
 Commissioner Bobie Heck

Absent: Commissioner Doug Melzer (excused)
 Chief Dan Grant (excused)

Others Present: None

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:27 p.m.

The Minutes from the regular Police Commission meeting on December 13, 2016, were presented.

Heck moved, Harris seconded,
CARRIED, to approve the regular minutes of December 13, 2016, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Police Statistics – December 2016, Entire Year – 2016

Nothing stands out for the month of December 2016.

The Department did hold a staff meeting in December and talked about the officers being diligent in making sure they follow procedures to “enroute, arrive and clear” themselves from an incident. If they do not do this properly, it can skew the statistics.

There were over 13,000 self-initiated events for the year 2016. The Commissioners feel this is a very important statistic since the officers are not just sitting idle but are being proactive.

There were 6,740 traffic stops last year which accounted for 32% of time / events.

Heck moved, Harris seconded,
CARRIED, to receive the December 2016 and entire year of 2016 police statistics and place on file.

2. Citizen Evaluation of Services

This response involved retail fraud at the gas station located at Biddle and Emmons. The responder was satisfied with Officer Webb's service.

Heck moved, Harris seconded,
CARRIED, to receive the Citizen Evaluation of Service and place on file.

3. Bills and Accounts – December 27, 2016, \$14,234.31, January 10, 2017, \$12,466.25

Heck moved, Harris seconded,
CARRIED, to approve payment of the bills for December 27, 2016, \$14,234.31, January 10, 2017, \$12,466.25

NEW BUSINESS

1. Special Ops Statistics

A general discussion was held on the impact the Special Ops Unit is having in the community. Their efforts are definitely making a difference.

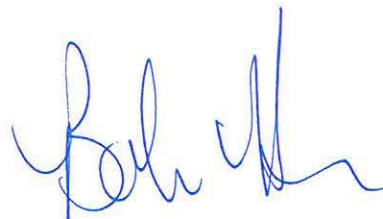
Members of the Audience

ADJOURNMENT

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:47 p.m.

Heck moved, Harris seconded,
CARRIED, to adjourn meeting at 6:47 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department



1-24-17

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
January 24, 2017

ROLL CALL

Present: Inspector Brian Zalewski
Commissioner John Harris
Commissioner Doug Melzer
Commissioner Bobie Heck

Absent: Chief Dan Grant (excused)

Others Present: None

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:02 p.m.

The Minutes from the regular Police Commission meeting on January 10, 2017 were presented.

Melzer moved, Heck seconded,
CARRIED, to approve the regular minutes of January 10, 2017 as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Purchase of Panasonic Toughbook Computer - DCAC

This computer will be installed in the new Animal Control vehicle that was recently ordered.

Melzer moved, Heck seconded,
CARRIED, to approve the purchase of a new Panasonic Toughbook Computer for the new DCAC vehicle.

2. Purchase of Three Panasonic Toughbook Computers – Police Tahoes

These computers are for the three new police Tahoes that were ordered; they vehicles should be here in 7 or 8 weeks. The older computers are now out of warranty and need to be replaced.

Melzer moved, Heck seconded,
CARRIED, to approve the purchase of three new Panasonic Toughbook Computers for the three new police Tahoes that are on order.

3. Awards Committee – Recommendations for Several Officers

The Awards Committee started back up this past September and met on December 20, 2016. They recommended several officers be recognized for their efforts and a job well-done.

There was one citizen award as well, but the individuals do not want to be publicly recognized for their efforts; they donated a “Buddy Bag” for K9 ICE.

Melzer moved, Heck seconded,
CARRIED, to support the recommendations of the Awards Committee as presented.

4. Bills and Accounts –January 24, 2017, \$6,435.16

Melzer moved, Heck seconded,
A Roll Call was held and the Motion
CARRIED, to approve payment of the bills for January 24, 2017, \$6,435.16

NEW BUSINESS

NONE

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 6:12 p.m.

Melzer moved, Heck seconded,
CARRIED, to adjourn meeting at 6:12 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department



WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Wednesday, January 11, 2017 at 5:30 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 Rob DeSana

Also Present:

Sup't of Recreation Justin N. Lanagan

Excused:

Commissioner Ed Roncoe
Recreation Secretary Aimee Garbin

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

PERSONS IN THE AUDIENCE:

None

CORRESPONDENCE:

Thank you card from the Lincoln Center students for allowing them to work at the Yack Arena

INTERDEPARTMENTAL:

None

COUNCIL RESOLUTIONS:

None

REPORTS AND MINUTES:

Arena Report December 2016: \$707.00 Open Skating.... \$4,542.50 Ice Rental....
\$5,618.25 Concession....\$585.00 Skating Lessons
Account Breakdown Pay Period ending 12/11/2016 & 12/25/2016
Tele-care Report December 2016
Open Skate Report November 28, 2016 – December 29, 2016.....\$897.00
Senior Friendship Club Treasurer's Club – December 2016

SPECIAL ORDER:

Commission discussed with Superintendent Lanagan:

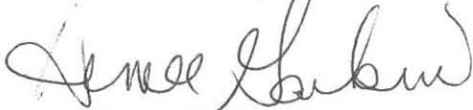
- President Merritt asked Superintendent Lanagan if he was aware of the final total of people that attended the NYE event held on Biddle Ave New Years Eve. Superintendent Lanagan stated he did not get a definite number, however he heard it was between five and ten thousand. Commissioner Loya and Commissioner Adams stated they attended the event and it was well attended and everyone seemed to be enjoying themselves and having a good time.
- Superintendent Lanagan stated he talked with Kenny Groat, President of F.O.P and informed him that the dugouts at FOP would be torn down due to their deterioration over the years and the vandalism that has been taking place inside them. The dugouts will be rebuilt with fencing and a aluminum roof and wrapped in windscreen. Mr. Groat was supportive of the decision and stated the current dugouts block many views of the field and they have received numerous calls due to drug activity taking place within the dugouts. Superintendent

made mention about donating money towards an advertising screen once the new dugouts are in place. Superintendent Lanagan stated the process for removal of the F.O.P. dugouts should start within the next few weeks.

- Superintendent Lanagan discussed the new procurement policy adopted by the city. The new process will require any work under \$5,000 to secure three verbal quotes, work between \$5,000 and \$10,000 will require three written quotes, and any work over \$10,000 will be required to go out for formal bid and advertising will need to be used.
- Superintendent Lanagan updated Commission on the youth boy's basketball season. The coaches meeting is scheduled, there over over 160 boys participating with six teams for 3rd/4th grade and seven teams for 5th/6th grade. With the new rules implemented during the youth girl's basketball season, no complaints were submitted. The same rules will apply for the boy's season as well.

There being no further business to discuss, a motion was made by Vice President Loya and supported by Commissioner Adams to adjourn the meeting at 5:56 pm.

Minutes Prepared by



Aimee Garbin
Recreation Secretary

Authorized by



Justin Lanagan
Superintendent of Recreation

2017 Wyandotte Recreation Commission Meetings @ Yack Arena

2nd Wednesday @ 5:30 pm

February 8th

March 8th

April 12th

May 10th

June 14th

**** July 19th (Third Wednesday)**

August 9th

2nd Tuesday @ 7:30 pm

September 12th

October 10th

November 14th

December 12th