

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, FEBRUARY 10, 2014 7:00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE DONALD SCHULTZ

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

PERSONS IN THE AUDIENCE

COMMUNICATION MISCELLANEOUS:

1. Communication from Rick Malechuk requesting a berm and ridge of evergreens be erected on the west side of Park Lane, between North Drive and Emmons.
2. Communication from Rick Jarosz, Downriver Republican Grassroots Organization regarding the celebration of March 4, 2014 "Constitution Celebration Day".

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

3. Communication from the City Administrator relative to the Grant Agreement-Companion Animal Welfare Fund.
4. Communication from the Superintendent of Recreation submitting the annual Wyandotte Lions Club Flea Market Contract to take place April 5th and 6th, 2014 at the Yack Arena.

5. Communication from the Director of Information Technology relative to the hiring of an IT Technician.

6. Communication from the City Engineer and City Administrator regarding File # 4630 Qualifications for Redevelopment of McKinley School.

7. Communication from the City Engineer regarding the Neighborhood Stabilization Homes (NSP2)-Sales Price.

8. Communication from the City Engineer relative to the purchase of additional 96 Gallon Toters.

9. Communication from the Special Event Coordinator regarding the re-naming of the Fishing Derby in the City of Wyandotte to "SKIP'S FISHING DERBY in honor of former Mayor Skip Clack.

10. Communication from the Special Event Coordinator regarding the Wyandotte Street Art Fair Sponsorship Contract.

11. Communication from the Special Event Coordinator relative to the Wyandotte Street Art Fair Marketing Contract.

CITIZENS PARTICIPATION:

HEARINGS:

HEARING RELATIVE TO THE STATEMENT OF OBJECTIVES AND
PROPOSED USE OF FUNDS
FOR THE 2014-2015 COMMUNITY BLOCK GRANT
PROGRAM IN THE CITY OF WYANDOTTE

FINAL READING OF ORDINANCES:

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING
ARTICLE XXIV-General Provisions, Section 2408 Signs, Section (f) Permitted Signs Sub-
Section 2 (k) Changeable Message Signs, (3)

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING
ARTICLE XIII-CBD CENTRAL BUSINESS DISTRICT, SECTION 1301 SPECIAL USES;
SUBSECTION D

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING
ARTICLE XXIV-GENERAL PROVISIONS; SECTION 2403 PARKING REQUIREMENTS;
SUBSECTION R. 1.b Multiple-Family

AN ORDINANCE ENTITLED AN ORDINANCE TO RESCIND ARTICLE V,
"PAWNBROKERS", ARTICLE VI, "SECONDHAND DEALERS" AND ARTICLE VII,
"PRECIOUS METAL AND GEM DEALERS" OF CHAPTER 21 AND adopting a new article v
entitled "PAWNBROKER AND SECONDHAND DEALER" to CHAPTER 21 OF THE CODE
OF ORDINANCES OF THE CITY OF WYANDOTTE

AN ORDINANCE ENTITLED
"AN ORDINANCE TO AMEND SECTION 4.05 ENTITLED "ANIMAL CARE" of
CHAPTER 4 OF THE CODE OF ORDINANCES OF THE
CITY OF WYANDOTTE BY ADDING PARAGRAPH (12) ENTITLED "TETHERING OF
DOGS" to SUBPARAGRAPH (a) "STANDARDS"

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	February 3-4, 2014	\$164,516.76
Financial Services Daily Cash Receipts	February 5, 2014	\$ 15,801.76
Police Commission	January 14, 2014	
Fire Commission	January 14, 2014	

To: The Mayor Gregor Peterson
10/14/14
& City Council

Thank you!!!

FYI

for all your
wonderful assistance.
It has been thoroughly
appreciated!



A Special Thank you
from ALYSSA R
& The Roggenski Family

FYI

Thank
you



Honorable Mayor Council, Engineer

As requested, I am writing on behalf of all residents affected a written appeal to provide a berm and plant evergreens on the west side of Park Lane, between North Drive and Emmons. This would improve property value by reducing noise and vibration, improve view, block winds, and eliminate the cost of maintenance to trim away from power lines the present unsightly, deader than alive trees now in this area. We along Park Lane are unique as this area is an extension of our back yards.

Thank You, Think Spring (Fling)

A handwritten signature in black ink that reads "Rick J. Malechuk".

Rick Malechuk

155-North Drive

Wyandotte, Mich 48192

(734)559-4192



WYANDOTTE CITY CLERK

2

January 29, 2014

Downriver Republican
Grassroots Organization

2014 JAN 31 P 1:01

William R. Griggs, City Clerk
City of Wyandotte
3200 Biddle Ave.
Wyandotte, MI 48192

Dear Mayor Peterson and City Council:

Many Downriver citizens are once again preparing for a special anniversary celebration. Although this anniversary is not well known, it is gaining prominence because of your past participation. The Anniversary day is March 4th or Constitution Celebration Day. The day is significant to our Republic because it was the day Congress on March 4th 1789, first convened under the Laws of the U.S. Constitution. This day, until 1936, was the day the U S President was inaugurated into office.

Last year eleven downriver community municipalities passed resolutions/proclamations, declaring MARCH 4, 2013 as "Constitution Celebration Day" in their communities. I am asking for your support in issuing a resolution/proclamation declaring **MARCH 4, 2014 as "Constitution Celebration Day"** in Wyandotte.

A sample copy of a resolution/proclamation is enclosed or you may choose to write your own. I ask you to please contact me when this matter is scheduled on the agenda, so I can arrange for a member of our committee to be present.

A special Constitution Day Celebration will take place on Tuesday, March 4, 2014 at 6:00 p.m. at the Crystal Gardens Epicurean House at 3530 Biddle Ave. in Wyandotte. The Keynote speaker is U of D/Mercy Economics Professor Dr. Harry Veryser. His topic: *"Formation and Economics of the United States Constitution."*

If you have any questions or want additional information regarding this Constitution Celebration Day event, please call Mary Jarosz, DRGO Executive Director at (734) 479-0156.

Respectfully,


Rick Jarosz
Event Chairman,
Downriver Republican Grassroots Organization
734-479-0156
rajarosz@sbcglobal.net

Enclosures
Cc: Clerk

SAMPLE



PROCLAMATION/RESOLUTION

WHEREAS, the preamble of the U.S. Constitution state “We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America.”

WHEREAS, March 4, 2014 marks the 225th anniversary of the day our first United States Congress convened under a constitutionally limited republic; and

WHEREAS, the Constitution is described as “The Supreme Law of the Land”; the fulfillment of the promise made in the Declaration of Independence; and

WHEREAS, the recognition of Constitution Day has given us the opportunity to recall the high ideals and devotion to liberty of the individuals who framed our Constitution; and

WHEREAS, all of us need to be inspired to rededicate ourselves to our country and to the support and defense of our Constitution, and to a greater involvement in responsible citizenship.

NOW, THEREFORE, BE IT RESOLVED, that in the city of _____, State of Michigan does herein (proclaim/declare) as a City/Twp in these United States of America, the day **March 4, 2014** as

“CONSTITUTION CELEBRATION DAY”

encourages the citizens to renew their dedication to the preservation of the ideals upon which this great nation was founded.

Given under my hand and seal in concert with our Council and all of our Citizenry on this ____ day of _____, in the year of Our Lord, Two Thousand Twelve.

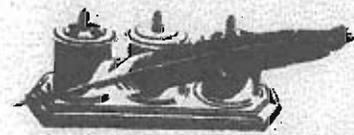
, (Official)

Constitution Day Dinner

"Because no one celebrates March 4!"

In a day when our rights are being removed slowly by the expanding government, it's time to call attention to the founding documents that defined our unalienable God-given rights that could not be legislated away from the citizens, or so it was to be.

"Every word (of the Constitution) decides a question between power and liberty"
- James Madison



Join us in an educational celebration of the 225th anniversary of the "Supreme Law of the Land"

Tuesday, March 4, 2014 - 6:00 p.m.
Epicurean House, 3530 Biddle Ave., Wyandotte, MI

Honored Guest and Keynote Speaker
U of D Mercy College Economics Professor
Harry C. Veryser

Topic:

"Formation and Economics of the United States Constitution"

*Reception 6:00 p.m., Dinner 7:00 p.m. (Cash Bar Available),
Keynote Speaker 8:00 p.m.*

Dinner served individual style. Choice of SCROD AND CHICKEN MARSALA

Donation: \$35.00/Person

Downriver Republican Grassroots Organization
Post Office Box 727, Trenton, MI 48183

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

3

MEETING DATE: February 10, 2014

AGENDA ITEM #

ITEM: Grant Agreement – Companion Animal Welfare Fund

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City of Wyandotte Animal Pound (Animal Control Shelter) and the Downriver Central Animal Control Agency (DCACA) have each been awarded a \$10,000 grant to be used to sterilize dogs and cats prior to being released for adoption. The City of Wyandotte should concur with the receipt of the \$20,000.

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

ACTION REQUESTED: Authorize the Chief Animal Control Officer to execute the grant agreements.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: \$20,000 will be reimbursed to the Animal Care Reserve (101-000-257-078) upon meeting the grant requirements.

IMPLEMENTATION PLAN: The DCACA and Chief Animal Control Officer will be for the administration of the grant.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: APPROVED TO FORM ON FILE

MAYOR'S RECOMMENDATION: *Joseph R. Peterson*

LIST OF ATTACHMENTS:

1. Grant Agreement 791N4300234 – City of Wyandotte Animal Pound
2. Grant Agreement 791N4300217 – Downriver Central Animal Control DBA The City of Wyandotte

MODEL RESOLUTION:

RESOLVED by the City Council that Council concurs in the recommendation of the City Administrator to accept the two (2) grants from the Michigan Department of Agriculture and Rural Development, Companion Animal Welfare Fund and

FURTHER, authorizes Aaron Bertera, Chief Animal Control Officer to execute the grant agreements on behalf of the City of Wyandotte and the Downriver Central Animal Control Agency (DCACA)

791N4300217

Grant Agreement

Regarding the

Companion Animal Welfare Fund

Between the

Michigan Department of Agriculture and Rural Development

and

**Downriver Central Animal Control
DBA The City of Wyandotte**

**Michigan Department of Agriculture and Rural Development
Companion Animal Welfare Fund**

By authority granted under Act No. 59, Public Acts of 2013, the Michigan Department of Agriculture and Rural Development, (hereinafter the Grantor) hereby offers to the Downriver Central Animal Control (hereinafter, the "Grantee"), grant assistance subject to the terms and conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is \$ 10,000.00.

The grant shall be effective from February 1, 2014 through December 31, 2014.

If the project is not completed in the initial period, a grant option may be considered by the Grantor. Approval of an option is not guaranteed and is dependent on the Grantee's compliance with the enclosed Terms and Conditions. Grantees requiring an option should contact the Grant Administrator as soon as it is evident one is needed. Any request for an option must be made to the Grant Administrator in writing before the expiration of the grant. Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the Grantor's funds are reduced by budget cutback, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

The foregoing Grant Offer is hereby accepted and it is agreed that the funds made available will be used only as set forth herein.

Dated this _____ day of _____, 2014

Aaron Bertera
Chief Animal Control Officer

Dated this _____ day of _____, 2014

James Averill, DVM, PhD
State Veterinarian and Division Director
Animal Industry Division

Michigan Department of Agriculture and Rural Development
Grant Offer

TITLE: Companion Animal Welfare Fund

GRANTEE/ADDRESS: Aaron Bertera
Downriver Central Animal Control
14300 Reaume Parkway
Southgate, Michigan 48195
Phone: (734) 246-1328
Fax: (734) 284-4715
E-mail: abertera@dcaca.org

PAYMENT ADDRESS: 1170 Grove
Wyandotte, Michigan 48192

**GRANT ADMINISTRATOR/
ADDRESS:** Debbie Mulvaney
Michigan Department of Agriculture and Rural
Development
Animal Industry Division
P.O. Box 30017
Lansing, Michigan 48909
Phone: (517) 284-5684
Fax: (517) 373-6015
E-Mail: mulvaneyd@michigan.gov

**TOTAL AUTHORIZED
BUDGET:** \$ 10,000.00

GRANT NUMBER: 791N4300217

INDEX: 40023

I. GENERAL TERMS AND CONDITIONS

A. Record Retention

Grantees and sub-grantees shall retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. The retention period starts from the date of receipt of the final report by the Grant Administrator. Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts and sub-contracts.

B. Procurement

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

C. Program Changes

The Grantee must obtain prior written approval for program changes from the Grant Administrator. These include:

1. Changes in substance in the program activities.
2. Additions or deletions in the project work plan or location.
3. Any single or cumulative change in the budget of \$1,000 or more.

D. Regulation Compliance

The Grantee, contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations in any manner affecting the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances and regulations.

E. Non-Discrimination Clause

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this grant will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

F. Unfair Labor Practices

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. The United States National Labor Relations Board compiles this information.

A contractor of the State, in relation to the contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any contract if, subsequent to award of the contract, the name of the contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the contractor appears in the register.

G. Liability Insurance

The Grantee shall provide and maintain such insurance for protection from claims that may arise out of or result from the Grantee's operations under this grant, or for anyone whose acts they are legally liable.

H. Indemnification

Each party to this grant must seek its own legal representative and bear its own costs' including judgments, in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

I. Conflict of Interest

No member of the legislature, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this grant agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this grant agreement.

J. Cancellation

Cancellation or reduction of the grant by the Grantor may be for default by the Grantee, lack of further need for the service at the location named in the contract, or conviction of criminal offense(s) as defined below.

Default is defined as the failure of the Grantee to fulfill the obligations of the grant proposal. In case of default by the Grantee, the Grantor may cancel the grant immediately and reclaim all unused grant funds to be returned by the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee.

In the event the Grantor no longer needs the service specified in the grant due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, the Grantor may cancel or reduce the grant by giving the Grantee written notice of such cancellation 30 days prior to the date of cancellation. All costs incurred by the Grantee between the grant termination notice and the termination date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by

the Grant Administrator prior to their incurrence. No costs shall be allowed after the grant has been terminated.

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the contractor, an officer of the contractor, or an owner is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the contractor's business integrity.

K. Electronic Funds Transfer

In accordance with Public Act 533 of 2004, payments under this grant/contract must be processed by electronic funds transfer (EFT). Grantees/Contractors are required to register to receive payments by EFT at the contract and payment express website www.cpexpress.state.mi.us .

II. SPECIAL TERMS AND CONDITIONS

A. Statement of Purpose

The goal of this program is to support projects that increase the number of dogs and cats that are sterilized and adopted in Michigan. Projects could also enhance knowledge and skills of animal control officers and animal shelter personnel involved with enforcement of animal related laws in Michigan as well as projects that serve to educate the public in proper animal care per the anticruelty laws.

B. Statement of Work

Grantee will have all cats and dogs spayed/neutered prior to being released for adoption. Surgeries will be performed by accredited veterinarians.

C. Budget

This is a cost reimbursement grant funded by state restricted revenue.

105 dog sterilization	@ \$65	\$ 6,825.00
91 cats sterilization	@ \$35	<u>\$ 3,185.00</u>
Total		\$ 10,010.00
Paid by Downriver		<u> \$ 10.00</u>

Total Amount Requested \$ 10,000.00

D. Payment Schedule

Payments will not be made until reports have been received by the Grant Administrator as required in Section II-F. Grantee's invoice must include a reconciliation of actual expenses incurred during the reporting period for reimbursement.

One Payment: Upon Receipt of Final Report **\$ 10,000.00**

E. Audit

The project will be subject to audit by the State who may review the adequacy of the financial management/reporting system during or at any time subsequent to the award.

F. Reporting

A Final Report is due on or before December 31, 2014. At a minimum the report shall contain:

- a. A summary and status of the goals and objectives of the project including the number of increased adoptions due to increasing sterilizations.
- b. A financial summary as compared to the budget submitted. Summary must include a reconciliation of actual expenses incurred and a copy of paid invoices during the reporting period for reimbursement.

FINAL REPORT OUTLINE

Cover Page:

1. Organization Name
2. Contact Person name with address, phone (extension if applicable), fax and e-mail information
3. GRANT number (791N3200__ __)
4. EIN Number with the **address that is attached to that number**.
5. Amount you want to be reimbursed and time period (IF less than amount originally requested, please make a note of that). This number will need all supporting documentation attached (see below). **IMPORTANT:** This will act as your invoice to be paid:
(i.e. Asking for Reimbursement of: \$8,612.00
February 1, 2014 - December 31, 2014)

Narrative:

1. A brief narrative stating what was accomplished with the grant dollars
2. Did you meet your goals and objectives stated in your grant request?
3. Please attach any newspaper articles/publications that appeared in your area regarding your receipt of the grant dollars. Please include any public speaking opportunities you had to mention your award of the Animal Shelter Welfare Fund (Kiwans Club, Rotary). Speaking opportunities showcase your accomplishments and creates awareness of the importance of the check off box on tax returns (to generate more funding for distribution).

Budget Summary Sheet:

1. List of actual expenses incurred during the reporting period of February 1, 2014 through December 31, 2014.

SAMPLE:

ITEM	NUMBER	COST	TOTAL
Canine Spay	42	\$ 30.00	\$ 1,260.00
Canine Neuter	23	\$ 20.00	\$ 460.00
Feline Spay	61	\$ 30.00	\$ 1,830.00
Feline Neuter	28	\$ 28.00	\$ 1,512.00
MAACO Conf.	2	\$ 275.00	\$ 550.00
Equipment		\$ 3,000.00	\$ 3,000.00
TOTAL REQUEST			\$ 8,612.00

Supporting Documents:

1. Intake sheets OR Spreadsheet showing animals coming into shelter that were sterilized.
2. Invoice from veterinarian showing number of spay/neuter with dollar amounts. These should be broken down by the month service was provided and should match intake information.
3. Copies of receipts for equipment/supplies purchased.
4. Copies of receipts for any registration/training fees (travel and accommodations are not eligible for reimbursement).

ALL CRITERIA MUST BE MET TO RECEIVE GRANT FUNDS

791N4300234

Grant Agreement

Regarding the

Companion Animal Welfare Fund

Between the

Michigan Department of Agriculture and Rural Development

and

City of Wyandotte Animal Pound

**Michigan Department of Agriculture and Rural Development
Companion Animal Welfare Fund**

By authority granted under Act No. 59, Public Acts of 2013, the Michigan Department of Agriculture and Rural Development, (hereinafter the Grantor) hereby offers to the City of Wyandotte Animal Pound (hereinafter, the "Grantee"), grant assistance subject to the terms and conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is \$10,000.00.

The grant shall be effective from February 1, 2014 through December 31, 2014.

If the project is not completed in the initial period, a grant option may be considered by the Grantor. Approval of an option is not guaranteed and is dependent on the Grantee's compliance with the enclosed Terms and Conditions. Grantees requiring an option should contact the Grant Administrator as soon as it is evident one is needed. Any request for an option must be made to the Grant Administrator in writing before the expiration of the grant. Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the Grantor's funds are reduced by budget cutback, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

The foregoing Grant Offer is hereby accepted and it is agreed that the funds made available will be used only as set forth herein.

Dated this _____ day of _____, 2014

Aaron Bertera
City of Wyandotte Animal Pound

Dated this _____ day of _____, 2014

James Averill, DVM, PhD
State Veterinarian and Division Director
Animal Industry Division

Michigan Department of Agriculture and Rural Development
Grant Offer

TITLE: Companion Animal Welfare Fund

GRANTEE/ADDRESS: Aaron Bertera
City of Wyandotte Animal Pound
1170 Grove
Wyandotte, MI 48192
Phone: (734) 324-4445
Fax: (734) 284-4715
E-mail: ABertera@DCACA.ORG

**GRANT ADMINISTRATOR/
ADDRESS:** Debbie Mulvaney
Michigan Department of Agriculture and Rural
Development
Animal Industry Division
P.O. Box 30017
Lansing, Michigan 48909
Phone: (517) 284-5684
Fax: (517) 373-6015
E-Mail: mulvaneyd@michigan.gov

**TOTAL AUTHORIZED
BUDGET:** \$ 10,000.00

GRANT NUMBER: 791N4300234

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B. Procurement

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

C. Program Changes

The Grantee must obtain prior written approval for program changes from the Grant Administrator. These include:

1. Changes in substance in the program activities.
2. Additions or deletions in the project work plan or location.
3. Any single or cumulative change in the budget of \$1,000 or more.

D. Regulation Compliance

The Grantee, contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations in any manner affecting the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances and regulations.

E. Non-Discrimination Clause

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this grant will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

F. Unfair Labor Practices

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. The United States National Labor Relations Board compiles this information.

A contractor of the State, in relation to the contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any contract if, subsequent to award of the contract, the name of the contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the contractor appears in the register.

G. Liability Insurance

The Grantee shall provide and maintain such insurance for protection from claims that may arise out of or result from the Grantee's operations under this grant, or for anyone whose acts they are legally liable.

H. Indemnification

Each party to this grant must seek its own legal representative and bear its own costs' including judgments, in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

I. Conflict of Interest

No member of the legislature, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this grant agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this grant agreement.

J. Cancellation

Cancellation or reduction of the grant by the Grantor may be for default by the Grantee, lack of further need for the service at the location named in the contract, or conviction of criminal offense(s) as defined below.

Default is defined as the failure of the Grantee to fulfill the obligations of the grant proposal. In case of default by the Grantee, the Grantor may cancel the grant immediately and reclaim all unused grant funds to be returned by the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee.

In the event the Grantor no longer needs the service specified in the grant due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, the Grantor may cancel or reduce the grant by giving the Grantee written notice of such cancellation 30 days prior to the date of cancellation. All costs incurred by the Grantee between the grant termination notice and the termination date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by

the Grant Administrator prior to their incurrence. No costs shall be allowed after the grant has been terminated.

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the contractor, an officer of the contractor, or an owner is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the contractor's business integrity.

K. Electronic Funds Transfer

In accordance with Public Act 533 of 2004, payments under this grant/contract must be processed by electronic funds transfer (EFT). Grantees/Contractors are required to register to receive payments by EFT at the contract and payment express website www.cpexpress.state.mi.us .

II. SPECIAL TERMS AND CONDITIONS

A. Statement of Purpose

The goal of this program is to support projects that increase the number of dogs and cats that are sterilized and adopted in Michigan. Projects could also enhance knowledge and skills of animal control officers and animal shelter personnel involved with enforcement of animal related laws in Michigan as well as projects that serve to educate the public in proper animal care per the anticruelty laws.

B. Statement of Work

Grantee will spay/neuter all animals prior to being released for adoption.

C. Budget

100 dogs sterilized @ \$75	\$ 7,500
90 cats sterilized @ \$35	<u>\$ 3,150</u>
	\$10,650
Wyandotte Animal Control	<u>\$ 650</u>
Grant Total	\$10,000

D. Payment Schedule

Payments will not be made until reports have been received by the Grant Administrator as required in Section II-F. Grantee's invoice must include a reconciliation of actual expenses incurred during the reporting period for reimbursement.

One Payment: Upon Receipt of Final Report \$ 10,000

E. Audit

The project will be subject to audit by the State who may review the adequacy of the financial management/reporting system during or at any time subsequent to the award.

F. Reporting

A Final Report is due on or before December 31, 2014. At a minimum the report shall contain:

- a. A summary and status of the goals and objectives of the project including the number of increased adoptions due to increasing sterilizations.
- b. A financial summary as compared to the budget submitted. Summary must include a reconciliation of actual expenses incurred and a copy of paid invoices during the reporting period for reimbursement.

FINAL REPORT OUTLINE

Cover Page:

1. Organization Name
2. Contact Person name with address, phone (extension if applicable), fax and e-mail information
3. GRANT number (791N3200__-__)
4. EIN Number with the **address that is attached to that number**.
5. Amount you want to be reimbursed and time period (IF less than amount originally requested, please make a note of that). This number will need all supporting documentation attached (see below). **IMPORTANT:** This will act as your invoice to be paid:
(i.e. Asking for Reimbursement of: \$8,612.00
February 1, 2014 - December 31, 2014)

Narrative:

1. A brief narrative stating what was accomplished with the grant dollars
2. Did you meet your goals and objectives stated in your grant request?
3. Please attach any newspaper articles/publications that appeared in your area regarding your receipt of the grant dollars. Please include any public speaking opportunities you had to mention your award of the Animal Shelter Welfare Fund (Kiwanis Club, Rotary). Speaking opportunities showcase your accomplishments and creates awareness of the importance of the check off box on tax returns (to generate more funding for distribution).

Budget Summary Sheet:

1. List of actual expenses incurred during the reporting period of February 1, 2014 through December 31, 2014.

SAMPLE:

ITEM	NUMBER	COST	TOTAL
Canine Spay	42	\$ 30.00	\$ 1,260.00
Canine Neuter	23	\$ 20.00	\$ 460.00
Feline Spay	61	\$ 30.00	\$ 1,830.00
Feline Neuter	28	\$ 28.00	\$ 1,512.00
MAACO Conf.	2	\$ 275.00	\$ 550.00
Equipment		\$ 3,000.00	\$ 3,000.00
TOTAL REQUEST			\$ 8,612.00

Supporting Documents:

1. Intake sheets OR Spreadsheet showing animals coming into shelter that were sterilized.
2. Invoice from veterinarian showing number of spay/neuter with dollar amounts. These should be broken down by the month service was provided and should match intake information.
3. Copies of receipts for equipment/supplies purchased.
4. Copies of receipts for any registration/training fees (travel and accommodations are not eligible for reimbursement).

ALL CRITERIA MUST BE MET TO RECEIVE GRANT FUNDS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

4

MEETING DATE: February 10th, 2014

AGENDA ITEM # _____

ITEM: Yack Arena Contract – Annual Wyandotte Lions Club Flea Market

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE: Justin N. Lanagan

BACKGROUND: This is the first of many spring/summer rentals that will utilize the Yack Arena once the ice and hockey boards come down. The weekend of April 5th and 6th, the Wyandotte Lions Club will be hosting their annual Flea Market here at the Yack Arena.

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 Wyandotte Lions Club Flea Market.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: **101-000-654-610-020.** Last year, this rental generated \$4000.00 in revenue in building rental, table and chair rental, and concession sales.

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: Concur with recommendation *M. A. P. Dal*

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal Affairs

MAYOR'S RECOMMENDATION: Concur with recommendation *Joseph R. Peterson*

LIST OF ATTACHMENTS: 1) Three Arena Rental Contracts

RESOLUTION:

Wyandotte, Michigan
Date: February 10th, 2014

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council concurs with the recommendation of the Superintendent of Recreation and approves the Benjamin F. Yack Arena rental contract for the Wyandotte Lions Club Flea Market.

BE IT FURTHER RESOLVED by the City Council that Council authorizes the Mayor and City Clerk to sign the rental agreement

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

- Fricke
- Galeski
- Miciura Jr.
- Sabuda
- Schultz
- Stec

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 Wyandotte Lions Club, 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:

Flea Market , April 5 & 6, 2014

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 Wyandotte Lions Club Flea Market, April 5 & 6, 2014

(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, ***naminq 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 1260S, 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 – Wyandotte Lions Club
The undersigned represents he/she is authorized to sign this agreement on behalf of the Permittee

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

By

Andrew A. Swieck
Signature

By

Mayor Joseph Peterson

ANDREW A. SWIECK
Printed Name

City Clerk William R. Griggs

CHAIRMAN
Title or Position if signing on behalf of the Permittee

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

Name William R. Fook
Department of Legal Affairs

YACK ARENA HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to: Wyandotte Lions Club for the use of the Yack Arena on the following date/dates: April 5 & 6, 2014, 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____.

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

EVENT INFORMATION - PRINT

Contact Person Andy Swicki
Address 544 W. Dr.
City, State, Zip Wy. MI. 48192
Home Phone # (734) 285-2076
Cell Phone # X
Fax # X
Signature Andrew A. Swicki
Title or Position Chairman
if signing on behalf
of the Permittee

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

Name William R. Joch
Department of Legal Affairs

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

5

MEETING DATE: February 10, 2014

AGENDA ITEM # _____

ITEM: Hiring – IT Support Technician

PRESENTER: David Fuller, Director of Information Technology



INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Recent staffing changes within the city and the need to deploy strategic technology initiatives have necessitated hiring an IT Support Technician. This position will be a shared resource supporting all city functions and report directly to the Director of Information Technology. After reviewing all applicants, John Truitt is being recommended for this open position based on his extensive experience and familiarity with municipal technology systems.

STRATEGIC PLAN/GOALS: To excel technologically and to be financially responsible.

ACTION REQUESTED: Approve hiring John Truitt for the position of IT Support Technician.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: This position will be paid through funds transferred from Municipal Services and represents a cost savings from the amount previously spent on multiple part-time support positions.

IMPLEMENTATION PLAN: The City's Administrative Office will coordinate the hiring.

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation. 

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur with recommendation. 

- LIST OF ATTACHMENTS:**
1. Municipal Service Commission Resolution
 2. Employment Offer
 2. Resume
 3. Application for Employment

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: February 10, 2014

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the Director of Information Technology in the following resolution.

A Resolution approving the hiring of John Truitt as IT Support Technician at Class Code 32 Level C as specified in the Employment Offer.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Miciura
Schultz
Fricke
Galeski
Sabuda
Stec

CITY OF WYANDOTTE – Department of Municipal Services
REQUEST FOR COMMISSION ACTION

MEETING DATE: 2/5/2014

RESOLUTION # 2-2014- 03

ITEM: I/T Staffing – Operating Budget Amendment

PRESENTER: Paul LaManes, Assistant General Manager *PLM*

INDIVIDUALS CONSULTED: Rod Lesko, General Manager *R*

BACKGROUND: Due to the volume of projects and the demands placed on the I/T Department to utilize technology to refine processes and increase efficiencies, the FY14 Operating Budget included a full-time employee for the I/T Department. An employment offer has been extended and accepted, pending employment screening, for the candidate to commence employment February 10, 2014. This candidate will become an employee of the City of Wyandotte.

STRATEGIC PLAN/GOALS: To excel technologically and to be financially responsible.

ACTION REQUESTED: Approve amendment to the FY14 Operating Budget for I/T staffing as recommended by WMS management.

BUDGET IMPLICATIONS: Amendment results in an increase to the budgeted net income for WMS of \$ 29,231. This is due to less than a full year's employment versus a budget based on 12 months of employment and actual healthcare plan availability and renewals resulting in more favorable results than forecasted during the budget process.

IMPLEMENTATION PLAN: Forward budget amendment to finance to update FY14 operating budget in ERP software.

MAYOR'S RECOMMENDATION - *SEE ATTACHED*

CITY ADMINISTRATOR'S RECOMMENDATION - *SEE ATTACHED*

LEGAL COUNSEL'S RECOMMENDATION - *N/A*

LIST OF ATTACHMENTS

- Salary and Benefits Summary

MODEL RESOLUTION:

RESOLVED by the Wyandotte Municipal Services Commission that the Commission hereby CONCURS in the recommendation of WMS Management and APPROVES the Fiscal 2014 Operating Budget amendment for the IT Technician position.

I move the adoption of the foregoing resolution.

MOTION by Commissioner *FRED DELISLE*

Supported by Commissioner LESLIE LUPO

YEAS

✓

COMMISSIONER

NAYS

Figurski

Sadowski

✓

Lupo

✓

DeLisle

Cole

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: James S. Figurski
President

By: [Signature]
Secretary

John Truitt
Employment Offer *

Status: Hired as a permanent, full-time, at-will employee of the City of Wyandotte

Salary: Class Code 32 of the City of Wyandotte Non-Union Classification System
Salary Range: \$34,736.00 - \$41,787.20
Starting Salary: \$38,230.40 (Level C)
2nd Year - \$39,936.00 (Level D)**
3rd Year - \$41,787.20 (Level E)**
Employee will be eligible for any general increases granted to non-union administrative employees.

Retirement Benefits: Defined Contribution Plan (401A) through ICMA Retirement Corporation
- Employer contribution – 10%
- Employee contribution – 5%

Health Insurance: Two Options (Includes Dental & Vision Coverage)
1. BC/BS Community Blue PPO Plan III (\$15/\$30 drug rider)
2. Blue Care Network HMO (\$15/\$30 drug rider)
Employee 20% co-payment of premiums required (see attached)

Retiree Health Insurance: Health Savings Plan
- Employer contribution - \$50/per pay period
- Employee contribution - \$50/per pay period

Long-Term Disability Insurance: Benefit level of 50% of salary covered by the City

Life Insurance: \$40,000 coverage (premiums paid by City)

Sick Time Earned: One (1) sick day per month worked

Vacation Time Earned: 0 through 5 years of service - 12 days
6 through 10 years of service - 15 days
11 through 15 years of service - 18 days
16 through 20 years of service - 21 days
21 through 25 years of service - 24 days
26 years + years of service - 24 days plus an additional 1/2 day per year for each year of continuous service over 25 years.

Personal Leave Days: Three (3) days per year

Eligible immediately for: Section 457 deferred compensation program
Section 125 Cafeteria Plan

* Contingent upon the approval of the Mayor and City Council and successful background check and physical and drug screen examinations.

** Contingent upon acceptable annual performance review.

Professional Profile

Mr. Truitt has over 20 years of experience in the IT industry. He has administered, analyzed and supported enterprise wide networks. His wide range of experience in network monitoring, reporting, and LDAP administration, resource coordination, training, and presentation provide him with the skills needed to deliver quality enterprise support.

- **Network Management** – Supported enterprise-wide networks by monitoring, reporting conditions, and alerting management of any conditions requiring attention. Applied tools such as Client Vantage in a large WAN and LAN environment, contributing significantly in improving service levels at remote sites.
- **Training** – Trained field service staff and created a technical support group that allowed them to share experiences and develop best practices.
- **Ad Hoc Reporting** – Captured network performance metrics for administration to track trends. Identified infrastructure and application issues, planned for future growth, and set benchmarks for deliverables. Developed website to deliver reports and documentation.
- **Server Administration** – Microsoft Environment. Servicing user and workstation accounts, file shares, security, antivirus and updates.
- **Web Content Management and Virtual Community Administration** – Page, Portlet Placement and Security thru role based associations. Created Alumni Virtual Community Web Portal responsible for relevant and archive content, shopping cart, security, usability.
- **Desktop Support** – All aspects of desktop support – from one on one workstations to setup up labs. Security, Domain, Printing, Application Installs, Hardware Upgrades. Application Support.

Education and Certifications

- Associates Degree, Business Administration, Macomb Community College, Warren, MI

Industries

- Education
- Government
- Nonprofit
- Healthcare

Areas of Expertise

- Web Content Management / CMS
- Ad Hoc Reporting
- Desktop / Help Desk / Internet Support
- Documentation
- Email Administration
- Enterprise Server Administration
- Network Management
- Team Leadership
- Training
- WAN/LAN Management

Experience Highlights

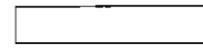
Network Engineer / Support Analyst – Detroit Public Schools – Developed and maintained monitoring procedures for the enterprise support Network Operations Management Center (NOMC). Monitored network nodes and interfaces for network connectivity and restored network services when sites, nodes or interfaces failed. Updated network monitoring tools, nodes and information to improve problem resolution capabilities. Created and maintained MS Windows and Mac training labs. Installed programmed routers, CSU's and other equipment in schools for Internet connectivity. Implemented Ethernet and LocalTalk Networks. Maintained printers, workstations and associated hardware.

Web Site Analyst – St. Lawrence Seminary Alumni Association – Designed and implemented web presence for organization. Provided content management for web community. Directed on-line fundraising campaigns. Cross-trained staff.

Content Management and Portal Security – Liferay platform versions 5 and 6. Portal design thru portlet placement and theme selections. Security provided by defining and assigning roles and permissions.

Network Administrator – Detroit Public Schools – Managed a data center facility. Supervised Cisco, MS Windows, and UNIX teams to resolve network issues. Supervised MS Windows and mail administrative functions such as users, resetting passwords, creating mail lists and aliases. Managed domain and file sharing. Supervised rollout and maintenance of the WAN. Provided desktop level and advanced support for end-users and field service staff. Installed and maintained MS Exchange 5.5. Trained field service staff and end-users in the installation and use of MS Outlook and iPAQ and techniques of synchronizing and applying features to support business practices. Delivered "train the trainer" workshops to district staff for topics on e-mail, Internet, Macintosh O/S, MS Windows and MS Office. Supervised resources supporting: the network, classroom workstations, long distance learning [(T.E.A.M.S) (hardware and software)], accelerated reader and support staff. Created a district-wide support group and provided training in Troubleshooting Operating Systems, Internet and e-Mail.

Desktop Support – Workstations and Desktop Applications, Voip Telephones, Faxes, Scanners, Copiers, Email. Upgrading and changing workstations from Win XP to 7. Working with Domains and Workgroups, fileshares, backups.



APPLICATION FOR EMPLOYMENT

(PLEASE PRINT PLAINLY)

The Civil Rights Act of 1964 prohibits discrimination in employment practice because of race, color, religion, sex or national origin. The Age Discrimination in Employment Act prohibits discrimination on the basis of age with respect to individuals who are at least 40 years of age. The laws of Michigan also prohibit all of the above types of discrimination, as well as discrimination based on height, weight, marital status or handicap.

EMPLOYMENT DESIRED

Position applied for Computer Support Staff

Have you read the description of this job?

Yes

No Discussed with Mr. Fuller.

Are you qualified to perform these duties?

Yes

No

Other position you would consider IT RELATED

Type of employment desired:

Full-Time

Part-Time

Temporary

Date you can start _____

Wage expected \$ 24.00 - 30.00 per hour.

PERSONAL INFORMATION

Name TRUITT John O'CONNOR
Last First Middle

Address 424 MAPLE WYANDOTTE MI 48192
Street City State Zip Code

Other last names used while working, if any NONE - VARIATIONS of Middle Name
O'CONNOR O'CONNOR O'CON

Are you a U.S. Citizen?

Yes

No

If no, specify type of entry document and work authorization _____

Have you ever been convicted of a crime?

Yes

No

Are there any felony charges pending against you?

Yes

No

If yes, please give specifics _____

Have you ever served in the U.S. Military?

Yes No

If yes, indicate branch of military? _____

Dates of duty: From _____ To _____ Type of discharge _____
Month Day Year Month Day Year

Do you have a reliable means of transportation to enable you to get to work in timely manner? Yes No

If you are applying for a position requiring the use of an automobile or other motor vehicle, do you have a driver's license and a motor vehicle available for your use? Yes No

Are you licensed to drive a motor vehicle other than an automobile? Yes No

If yes, what type of license do you hold? Motorcycle, Chauffeur

Have you ever employed by the City of Wyandotte? Yes No

If so, when? _____

Have any of your relatives ever been employed by the City of Wyandotte? Yes No

If yes, indicate names and dates employed _____

Are you a smoker? Yes No

If yes, will you abide by the City's smoking policy? Yes No

Have you used, possessed or sold any illegal drugs in the past five years? Yes No

If yes, state which drugs and explain if you used, possessed or sold them N/A

Have you ever been bonded on a job? Yes No

If so, where and when? _____

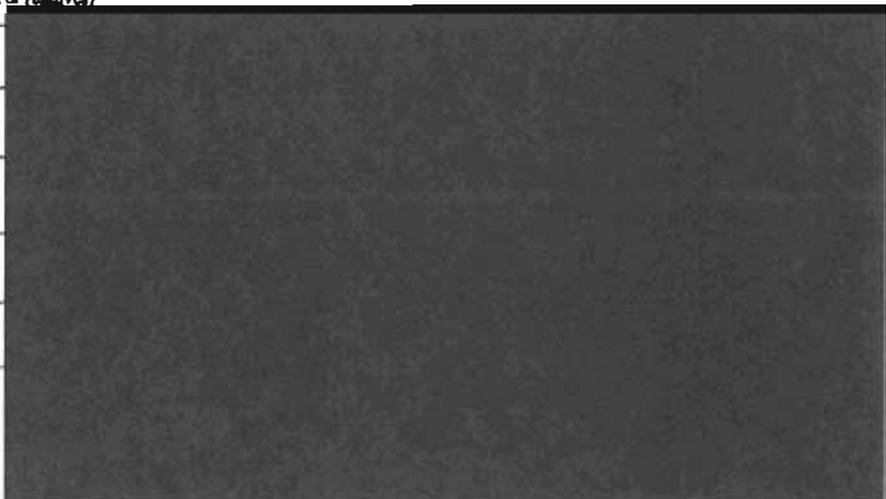
IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:



PERSONAL REFERENCES (Not former employers or relatives)

Name and Occupation
DEAN BOVINE
MARK SPEISER
MARK GORDEN

KEN + BECCA BEARDEN



EDUCATION

Identify any special skills, training or licenses you have which are related to the position you are applying for:

WIKIDOLE'S SERVER, Activity Director, SYMANTEC PRODUCTS Experience

	NAME	CITY/STATE	DEGREE	MAJOR
High School	ST. LAWRENCE SEMINARY	MT. CALVARY, MI	HSD	High School
College	MACOMB COMMUNITY COLLEGE	WARREN, MI	ASSOC	BUSINESS
Other	SEVERAL NEW HORIZONS			

EMPLOYMENT HISTORY (Begin with most recent and use additional sheet, if necessary)

1. Firm name Down River Community Conference

Employed from 09 ²⁰¹³~~14~~ to Current

Type of business UNEMPLOYMENT SERVICES, GOVERNMENT PROGRAMS ADMINISTRATION

Address 15100 NORTHLINE Rd. SOUTHGATE MI 48195

Telephone Number 734-362-3449 Name of supervisor STEVE WILK

Positions Computer Support Starting salary \$ 25⁰⁰ Final salary \$ 25⁰⁰

Duties performed Computer - Desk top Support - Application Support

Reason for leaving Seeking full time - working w/ new tech projects

If presently employed, may we contact your supervisor? Yes No If yes, telephone _____

2. Firm name ETS

Employed from 03 2013 to 09 ~~2013~~ 2013

Type of business Computer Support - CONTRACTED TO DCC

Address P.O. Box 1347 SOUTHGATE MI 48195

Telephone Number 734-341-0709 Name of supervisor DUANE BATES

Positions Tech Consultant Starting salary \$ 25⁰⁰ Final salary \$ 25⁰⁰

Duties performed Desktop / SERVER / APPLICATION Support

Reason for leaving Seeking full time with more challenging opportunities

Have you ever been suspended or discharged from employment? Yes No

If yes, please explain _____

The facts set forth are true and complete. I hereby authorize investigation of all statements contained in this application and full disclosure of my present and prior work record. I grant permission to the City of Wyandotte ("City") to obtain information concerning my general reputation, character, conduct and work quality and authorize any person or organization contacted to furnish information and opinions concerning my qualifications for employment, whether same is a matter of record or not, including personal evaluation of my honesty, reliability, carefulness and ability to take orders from my supervisor. I understand that this may include a record of disciplinary action assessed by previous employers. I hereby release any such person or organization from any and all liability which may result in furnishing such information or opinion. I hereby release the City and any person, organization or prior employer from any obligation to provide me with written notification of such disclosure. I hereby authorize the City of Wyandotte to perform a background investigation which may include address verification, criminal history, employment history, driving record and credit history. I understand employment is contingent upon this investigation and, if employed, false statements in this application shall be considered sufficient cause for dismissal. I understand and agree if, in the opinion of the City, the results of the investigation are unsatisfactory, an offer of employment that has been made may be withdrawn or my employment with the City may be terminated. I understand that the City requires residency within twenty (20) miles of a City boundary for all employees and that if I do not satisfy this requirement at the time of hire that I will have six (6) months to establish and maintain compliance.

I further understand the City may require a medical examination by a City-designated physician (1) after I have received an offer of employment and prior to my commencement of employment duties; and, (2) during the course of my employment as required by business necessity or for job-related purposes. I hereby consent to such examination and recognize that employment is contingent upon receipt of satisfactory medical evaluation. I further understand and agree that prior to commencing employment or after I am employed, I may be requested to submit to tests to determine the presence of alcohol or illegal drugs, and agree to the release of such test results to appropriate personnel, and agree that if I refuse such tests before commencing employment, my offer of employment will be revoked, or if I refuse such test after being employed, my employment will be terminated.

APPLICANTS FOR UNION POSITIONS

I recognize that if I am employed by the City in the position for which I have applied, I will be subject to the provisions of a labor agreement between the City and Union. I further recognize that I have no contract for employment other than the above-referenced labor agreement and that no documents, statement, or other communication in any way constitutes an agreement between the City and me and that the Labor agreement will be the only agreement between me and the City and I must abide by that agreement and all City published rules and regulations.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT.

Dated: Sept. 16, 2013 Signature: John O'Connor Pruitt John O'Connor Pruitt

APPLICANTS FOR NON-UNION POSITIONS

I agree this application is not an offer of employment. I agree that if I am employed by the City (1) my employment is a will and may be terminated at any time, with or without cause, at the option of either the City or myself; (2) I will receive wages and be subject to the rules and regulations of the Personnel Policy Handbook and such wages, benefits, rules and regulations are subject to change by the City at any time; (3) that my assigned work hours may be modified by the City, and if requested, I will be required to work overtime; (4) and that this constitutes the entire agreement between the City and myself and all prior agreements are null and void, and nothing in any documents published by the City either before or after this agreement, shall in any way modify the above terms; (5) this agreement cannot be modified by any oral or written representation made by anyone employed by the City, either before or after this agreement, except by a written document directed exclusively by me and signed by the Mayor and City Clerk.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT.

Dated: Sept. 16, 2013 Signature: John O'Connor Pruitt

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: February 10, 2014

AGENDA ITEM #

⑥

ITEM: File #4630 Qualifications for Redevelopment of McKinley School

PRESENTER: Mark A. Kowalewski, City Engineer and Todd A. Drysdale, City Administrator

Mark Kowalewski, 2-5-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, Todd A. Drysdale, Giuseppe DiSanto and Tim Morgan

BACKGROUND: Council approved the Specifications for Qualifications and Development for the former McKinley School Site, 640 Plum Street, File #4630 on October 7, 2013. Advertisements were placed in the News Herald on October 16th and 23rd, 2013, and on the Michigan Intergovernmental Trade Network (MTTN). Bids were received on November 4, 2013. The City received two (2) proposals. Attached is a summary of the proposals. After interviewing both **Parties** our recommendation is to proceed with negotiations towards a Purchase Agreement with Coachlight Properties. Based on our recommendation Coachlight has provided a preliminary elevation of the building addition.

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

ACTION REQUESTED: Approve Resolution authorizing the City Engineer and City Administrator to negotiate with Coachlight Properties for sale of the former McKinley School, 640 Plum Street, Wyandotte. If an Agreement to sell the property is approved in the future, then rezoning of the property to a multiple family residential classification will be a condition of closing.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Future taxable value in the City including TIFA.

IMPLEMENTATION PLAN: Report back to City Council with proposed Purchase Agreement.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *T. Drysdale*

LEGAL COUNSEL'S RECOMMENDATION: *William R. Foot*

MAYOR'S RECOMMENDATION: *Joseph R. Peterson*

LIST OF ATTACHMENTS: A: Council Resolution and Specifications
B: Summary of Proposals Received
C: Coachlight Property's preliminary elevation of building addition

A

A

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

October 8, 2013

RESOLUTION

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

By Councilman Donald C. Schultz
Supported by Councilman Leonard Sabuda

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer regarding the Specifications for Qualifications and Proposals for Development of the former McKinley School Site located at 640 Plum; AND BE IT FURTHER RESOLVED that the Specifications be placed on the City's web-site and on the Michigan Intergovernmental Trade Network (MITN) Website; AND FURTHER the City will hold a Pre-Proposal Walk-Through on October 25, 2013 from 10:00 a.m. to Noon and open proposals on November 4, 2013.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on October 7, 2013.

William R. Griggs
William R. Griggs
City Clerk

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
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Sheri M. Sutherby-Fricke
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Donald C. Schultz
Lawrence S. Stec

October 8, 2013

RESOLUTION

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

By Councilman Donald C. Schultz
Supported by Councilman Leonard Sabuda

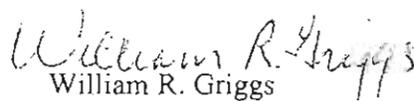
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YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on October 7, 2013.


William R. Griggs
City Clerk

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: October 7, 2013

AGENDA ITEM # _____

ITEM: Specifications for Qualifications and Proposals for Redevelopment of the Former McKinley School
640 Plum Street, Wyandotte, Michigan

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City purchased this property from the School Board in a land exchange agreement. These Specifications allow for the rehabilitation of the current building or the removal of the building and redevelopment of the entire site. The City is only considering projects that are allowed in a Single Family Residential District (RA) and that are taxable entities. There is no minimum bid for the property however a deposit to bid of \$10,000 is required.

STRATEGIC PLAN/GOALS: Provide the finest services and quality of life to its residents by:

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

ACTION REQUESTED: Approve the Specifications as presented to City Council on October 7, 2013, hold a Pre-Proposals Walk-Through at the site on October 25, 2013, from 10:00 a.m. to Noon.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Place Specifications on City's Website and on Michigan Intergovernmental Trade Network (MITN) Website, hold a Pre-Proposals Walk-Through on October 25, 2013, from 10:00 a.m. to Noon and open proposals on November 4, 2013.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Specifications for Qualifications and Proposals for Development of Former McKinley School at 640 Plum Street, Wyandotte, Michigan.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

WYANDOTTE CITY CLERK

MEETING DATE: October 7, 2013

AGENDA ITEM #
2013 OCT - 3 P 3: 3b

ITEM: Specifications for Qualifications and Proposals for Redevelopment of the Former McKinley School
640 Plum Street, Wyandotte, Michigan

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City purchased this property from the School Board in a land exchange agreement. These Specifications allow for the rehabilitation of the current building or the removal of the building and redevelopment of the entire site. The City is only considering projects that are allowed in a Single Family Residential District (RA) and that are taxable entities. There is no minimum bid for the property however a deposit to bid of \$10,000 is required.

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BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Place Specifications on City's Website and on Michigan Intergovernmental Trade Network (MITN) Website, hold a Pre-Proposals Walk-Through on October 25, 2013, from 10:00 a.m. to Noon and open proposals on November 4, 2013.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Specifications for Qualifications and Proposals for Development of Former McKinley School at 640 Plum Street, Wyandotte, Michigan.

WYANDOTTE

**SPECIFICATIONS FOR QUALIFICATIONS
AND PROPOSALS FOR REDEVELOPMENT OF
FORMER MCKINLEY SCHOOL AT 640 PLUM STREET
IN THE CITY OF WYANDOTTE, MICHIGAN**

BID FILE #4630

Issue Date: October 7, 2013
Closing Date: November 4, 2013

City of Wyandotte
Department of Engineering and Building
3200 Biddle, Suite 200
Wyandotte, Michigan 48192
www.wyandotte.net

Mark A. Kowalewski, PE, City Engineer

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Instructions to proposal makers..... 7-8

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Administrative Procedures 10

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Anti-collusion affidavit 12

ATTACHMENTS

Site Map Exhibit A

City Map..... Exhibit B

BACKGROUND INFORMATION

The City of Wyandotte is pleased to announce the offering of a prime Wyandotte Parcel for residential redevelopment. This property is a vacant elementary school. The City will consider the rehabilitation of the current building or the removal of the building and redevelopment of the entire site into a residential use.

The property is currently zoned Single Family Residential District (RA) and the City will only consider residential development of this site.

The City will only consider projects that are taxable entities.

PROPERTY INFORMATION

A. LOCATION:

The property is known as 640 Plum, Wyandotte, the former McKinley Elementary School. The property is located four (4) blocks south of Eureka Road.

B. DESCRIPTION OF PROPERTIES, HISTORY & LEGAL DESCRIPTION:

The building located at 640 Plum is most recently the former McKinley Elementary School. The building consists of approximately 53,719.5 square feet not including the basement. There are two (2) floors and a full basement.

The legal description for this property is: Lots 1 thru 14, Block 179, Plat of Part of Wyandotte as recorded in Liber 1 Page 295.

The City may consider proposals that include the adjoining park which is Lots 8 thru 14, Block 178 Plat of Part of Wyandotte as recorded in Liber 1 Page 142 and the vacated Cherry Street. This area is 350' x 220'.

See map identified as Attachment A.

C. ZONING:

The property is currently zoned RA (Single Family Residential District). Proposals will only be accepted for uses that are residential. The City would consider rezoning of the property provided it is for residential use. Copies of our current zoning ordinance may be found on our website at www.wyandotte.net.

D. BUILDING AND SITE CONDITIONS:

The building is currently vacant and is being sold in an "as is" condition without expressed or implied warranty. The City of Wyandotte assumes no responsibility for the environmental conditions, including existing underground conditions of the property.

The City is in the process of performing a Phase I Environmental Assessment on the property. Once this report is completed, it will be made available for viewing.

E. DEVELOPMENT OBJECTIVES

1. The City of Wyandotte will consider either a development that utilizes the existing structure or provides demolition of the building. The purchaser is responsible for all work necessary to rehabilitate the structure or provide for demolition, including but not limited to the following: legal, architectural, environmental, engineering, infrastructure, utilities, public right-of-way improvements, legal descriptions and any other related work.
2. A Proposed Development should be consistent with the development objective outlined in the City of Wyandotte's Strategic Plan 2010-2015. This document may be found on City's website at www.wyandotte.net

REQUIRED CONTENT FOR PROPOSALS

F. QUALIFICATIONS

1. Previous experience: Respondents should present a listing of previously completed projects similar in scope of work of the proposed project.
2. Financial resources: Respondents should submit the names, addresses, telephone numbers and relevant positions of several project and banking references.
3. Participants: Respondents should identify each of the participants involved in the project, identify their roles and provide an overview of their previous experience.
4. Plan of action: Respondents should provide a detailed overview of how the proposal will be implemented. The description should include a detailed, step-by-step schedule for implementation of the project including a projected time schedule and preliminary cost estimates.
5. Financing: Respondents should demonstrate how the project will be financed. A detailed narrative identifying the method of financing, sources of funds and amounts from each source should be provided.

G. PRELIMINARY SITE PLAN & SCHEMATIC DESIGN

1. In order to review all feasible alternatives, the City will accept multiple preliminary design proposals. Preliminary site plans do not have to be drawn to scale, as they are conceptual. If a proposal is otherwise acceptable, a scaled site plan will be required. A preliminary site plan must accompany each proposal and shall include:
 - a. Proposed layout and use of each floor, including basement.
 - b. Provisions for parking and showing whether covered or uncovered.
 - c. Means of ingress and egress.
 - d. Landscaping plan. The landscaping plan must comply with the City's landscaping ordinance requirements. Regardless of the proposed use, the site plan submitted in response to this request must include a site layout indicating the pavement areas to remain and the pavement areas to be removed.

2. More specific information about the proposed project, i.e., finish construction materials and architectural renderings will aid the city in formulating recommendations to the Mayor and City Council.
3. If possible, provide a visual representation of the proposed development and provide schematic plans that include typical floor plan(s) and elevations of front, side and rear views. Such visual representation need not be elaborate or costly, but should offer a clear picture of the proposed end result.
4. Provide a description of the construction quality, green building techniques (ie, LEED) utilized and any energy efficiency gains produced, and the quality of the internal aesthetics.

H. ECONOMIC IMPACT

The respondent must provide a description of the anticipated impact of the proposed project, such as construction and permanent jobs created, estimated total dollar amount invested in the rehabilitation of the property, and the estimated cost of equipment, machinery and furnishings purchased for site. A full market study is not required, but the statement should demonstrate the respondent's understanding of the larger market issues and how the project will be successful within that context.

I. PRICE

The proposed bidding price must be written in both words and numerals. Provided the building will remain vacant during remodeling, an escrow deposit would be required for the estimated cost of building repairs and improvements. Your proposal must outline the amount you intend to pay at closing, and the means of financing required for the remainder of the balance. Preference will be given to those bidders with a higher percentage of initial cash to percentage financed.

J. EARNEST MONEY DEPOSIT

Proposals in response to this offering shall include a Ten Thousand Dollar (\$10,000.00) deposit in the form of a cashier's check, bank money order, or certified check payable to the "City of Wyandotte". In order to protect the integrity of this solicitation and review process, deposits may be forfeited in cases where acceptable proposals are withdrawn prior to execution of any agreement. This earnest money deposit shall be applied to the purchase price of the successful bidder at the time of closing. All other deposits shall be returned at the discretion of the City Council.

K. DISCLOSURE AND ANTI-COLLUSION

Proposal makers must complete the sworn affidavit included in this Request for Qualifications and Proposals, listing all persons, firms or corporations having any interest in the Agreement that would result from acceptance of the proposal, and stating whether any member of the City Council, or Officer, or Employee of the City is directly interested in said proposal (page 12).

L. STANDARDS

Purchaser understands that in addition to contractual obligations that result from this proposal process, development of the property is subject to all usual codes and ordinances applicable for construction and use, as follows.

1. City of Wyandotte Zoning Ordinance.
2. City of Wyandotte Building Code. The City utilizes the State of Michigan Building Code, 2000 (or current edition(s) at time of construction).
3. Michigan Rehabilitation Code for Existing Buildings

M. EVALUATION

Responses to this offering will be evaluated for the best combination of the following:

1. Quality of the proposed redevelopment.
2. Experience, qualifications and readiness of the prospective purchaser to redevelop the property.
3. Highest and Best Use of the property determined by impact to the City in terms of dollars invested, positive financial impact for downtown merchants, and long-term tax base generated.
4. Dollar amount bid for the property.
5. A development that is consistent with the City of Wyandotte's Strategic Plan 2010-2015. This document may be found on the City's website at www.wyandotte.net.

N. REQUIRED BUILDING IMPROVEMENT DOCUMENTS PRIOR TO CLOSING

1. The successful bidder will be required to submit the following to the City prior to a Purchase Agreement being forwarded to Mayor and City Council: (1) a rehabilitation or demolition/construction schedule with time frames identified and a budget with cost estimates; and (2) a document indicating the ability to finance the project or obtain financing.
2. Prior to closing on the property, the successful bidder must complete the following: (1) rehabilitation or new construction plans must be approved by the City and all required permits pulled; (2) evidence of adequate financing in the form of a bank statement, loan approval or other acceptable documentation; (3) a final rehabilitation budget with a list of contractors and associated costs (based on permits pulled by the contractors); (4) site and landscape plan approved by the Planning Commission.

INSTRUCTIONS TO PROPOSAL MAKERS

A. DELIVERY

Proposals with bid deposits in response to this Request for Qualifications and Proposals shall be delivered to the City Clerk, Wyandotte City Hall, 3200 Biddle Avenue, Suite 100, Wyandotte, Michigan, prior to the deadline in a sealed envelope which shall be clearly marked as follows:

**SPECIFICATIONS FOR QUALIFICATIONS AND PROPOSALS
FOR REDEVELOPMENT OF FORMER MCKINLEY SCHOOL
AT 640 PLUM STREET IN THE CITY OF WYANDOTTE, MICHIGAN
BID FILE #4630**

B. DEADLINE

Monday, November 4, 2013 at 2:00 p.m. Local Time

C. PRE-PROPOSAL WALK-THROUGH

Friday, October 25, 2013, from 10:00 a.m. to Noon at 640 Plum, the City will conduct a pre-proposal meeting and tour of the building. All proposal makers are encouraged to attend this meeting.

D. OPENING

The proposals will be publicly opened and read aloud at Wyandotte City Hall, City Council Chambers, at 2:00 p.m., November 4, 2013, or as soon thereafter as convenient.

E. EXPEDITIOUS AGREEMENT

The successful bidder shall expeditiously enter into a purchase agreement, subject to the terms set forth in the specifications, for submission to the City Council.

F. PROPOSAL SELECTION

The City intends to utilize submittals to these specifications as a method of determining qualifications of purchasers and as an evaluation of the proposals submitted. Interviews of selected purchasers may also be scheduled.

G. TERMS OF SALES AGREEMENT

The terms of any eventual Agreement of Sale will include, but are not limited to, the following:

1. "As-Is" condition. The property being sold is in "As-Is" condition, without express or implied warranty.
2. Title Insurance. The City of Wyandotte will furnish a Warranty deed. Title insurance must be obtained at the purchaser's expense.
3. Taxes and Prorated Items. The City as Seller shall pay all taxes and assessments, which have become a lien upon the land at the date of the purchase agreement. Current taxes, if any, including current taxes on structures already demolished, shall be prorated and adjusted as of the

4. The property is being offered as one parcel.
5. Evidence of adequate financing for rehabilitation or demolition/construction of project.
6. Site plan approval.
7. The purchase agreement will require obtaining a City building permit and submitting a property survey prior to closing. Purchaser will have 120 days from Council acceptance of the Purchase Agreement to obtain a building permit. One (1) thirty (30) day extension may be granted by the City Engineer at his discretion.
8. Purchaser is responsible for the payment of the TWO HUNDRED DOLLAR (\$200.00) closing fee. The closing fee will be paid at the time of closing. .
9. The respondent shall be responsible for obtaining at its sole cost: all permits, standard regulatory approvals, approvals for zoning appeals or regulatory changes of any kind, as well as any required engineering and environmental studies title for the properties, all closing costs, any costs for appraisals, surveys, legal descriptions, and, any other typical development "soft costs".

H. RESERVATION

The City, as always, reserves the right to reject any or all responses and the right to waive any formal defects in proposals when deemed in the best interest of the City. Material submitted by respondents to the City becomes the property of the City and may not be returned.

I. ADDITIONAL COPIES

This RFQ & P is on file in the Office of the City Clerk and copies are available for download on the City of Wyandotte's Website: www.wyandotte.net and also at the Michigan Inter-governmental Trade Network (MITN) website at: www.mitn.info

J. INQUIRES

Questions about this proposal shall be submitted, in writing, by October 29, 2013 at 1:00 p.m. and directed to:

Mark Kowalewski, PE, City Engineer
3200 Biddle Avenue, Suite 200, Wyandotte, Michigan
734-324-4554, mkowalewski@wyan.org

Or

Kelly Roberts, Development Coordinator
3200 Biddle Avenue, Suite 300, Wyandotte, Michigan
734-324-4555, kroberts@wyan.org

AWARD PROCEDURES

A. ELIGIBILITY FOR AWARD

1. In the event that the city determines that it has received one proposal, which, at the sole determination of the City, is feasible, then the City may make an award for the property under the terms of this RFP. In order to be eligible for such an award, the proposal must be responsive to the RFP. Responsive proposals must follow all guidelines established herein for preparation and submission and achieve goals stated within this RFP.
2. Respondent may be required to make a presentation to the Wyandotte City Council.
3. The City may designate a Review Panel for evaluating the proposal. The size and composition of the Review Panel is the sole responsibility of the City. The Review Panel shall have the opportunity to review all written materials and may request additional written materials or oral presentations from any or all Respondents.
4. The Wyandotte City Council will make the final decision regarding the award of the project. In doing so, the Council retains the right to accept, reject or revise all recommendations, to request additional information from the Review Panel, City Staff, any or all Respondents and to reject all Respondents.

B. NOTICE OF AWARD

Official notice of award will be sent by U.S. Mail to the address and contact persons listed on the Proposal Signature Sheet. Respondents who are not selected will be similarly notified by U.S. Mail after a proposal has been accepted and approved.

ADMINISTRATIVE INFORMATION**Issue Date:**

October 7, 2013

Issuing Officer:

City of Wyandotte, Department of Engineering and Building
3200 Biddle Avenue
Wyandotte, Michigan 48192

Obtaining RFP:

The RFP is available free of charge from the Michigan Inter-Governmental Trade Network (MITN) website at www.mitn.info the City of Wyandotte's website at www.wyandotte.net . All addendums will be listed on these websites.

Questions and Inquires:

Written questions and inquires will be accepted from respondents and must be submitted by October 29, 2013 at 1:00 p.m. Please direct questions to mkowalewski@wyan.org or kroberts@wyan.org.

Deadline:

The deadline for receipt of proposals is 2:00 p.m. local time on Monday, November 4, 2013. Proposals will be dated and time stamped upon submission. Use of the U.S. Postal Service, private delivery companies or courier services is undertaken at the sole risk of the Respondent. It is the Respondent's sole responsibility to ensure that the proposal is in the possession of the City by the deadline.

Submitting Responses to RFP:

All proposals must be delivered to:

The City of Wyandotte will receive proposals at Wyandotte City Hall, City Clerk's Office, 3200 Biddle Avenue, Suite 100, Wyandotte, Michigan.

Please submit one (1) original with original signatures plus two (2) copies totaling three (3) submissions of each proposal and all materials together in one envelope, clearly marked as follows:

**SPECIFICATIONS FOR QUALIFICATIONS AND PROPOSALS
FOR REDEVELOPMENT OF FORMER MCKINLEY SCHOOL
AT 640 PLUM STREET IN THE CITY OF WYANDOTTE, MICHIGAN
BID FILE #4630**

PROPOSAL SIGNATURE SHEET

DATE: _____, 2013

TO: The Honorable Mayor and City Council
Wyandotte City Hall, 3200 Biddle Avenue
Wyandotte, Michigan 48192**PROJECT: SPECIFICATIONS FOR QUALIFICATIONS AND PROPOSALS FOR
REDEVELOPMENT OF FORMER MCKINLEY SCHOOL AT 640 PLUM IN THE CITY OF
WYANDOTTE, MICHIGAN. BID FILE #4630****THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:
(each box must be checked by Proposal Maker)**

- INSPECTION: Familiarity with the present condition of premises based on recent inspection.
- COMPREHENSION: Understanding Specifications, including expeditious agreement, Council approval, permits prior to closing, and commitment to develop within six (6) months.
- PROPOSED BUILDING FEATURES: Proposals must be attached.
- BID PRICE FOR PROPERTY: _____ Dollars
(\$_____.00)
- EXECUTED ANTI-COLLUSION AFFIDAVIT: to be attached.
- DEPOSIT: Ten Thousand Dollars (\$10,000)
Check No. _____
- SIGNATURE: _____
Name: _____
(please print)
Company Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
E-mail address: _____
- ADDENDUMS RECEIVED: _____

ANTI-COLLUSION AFFIDAVIT

Note: The affidavit set forth below MUST be executed on behalf of the proposal maker and furnished with every proposal.

STATE OF MICHIGAN
COUNTY OF WAYNE

_____, being first duly sworn, deposes and says he/she is

the _____ of _____, the proposal maker
TITLE (if applicable) NAME OF COMPANY

which has submitted on the ____ day of _____, 2013 to the City of Wyandotte, Michigan, a proposal for the development of the former McKinley School 640 Plum Street in the City of Wyandotte, all as fully set forth in said proposal. The aforementioned proposal maker constitutes the only person, firm or corporation having any interest in said bid or in any contract, benefit or profit which may, might or could accrue to, or grow out of the acceptance in whole or in part of said proposal, except as follows:

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

Applicant Signature

SWORN TO and subscribed before me, a Notary Public, in and for the aforementioned named State and County this ____ day of _____, 2013.

Notary Public: _____

My Commission Expires: _____

EXHIBIT A

SCHOOL PROPERTY:

Lots 1 thru 14, Block 179, Plat of Part of Wyandotte as recorded in Liber 1 Page 295.

PARK PROPERTY:

Lots 8 thru 14, Block 178 Plat of Part of Wyandotte as recorded in Liber 1 Page 142 and the vacated Cherry Street.

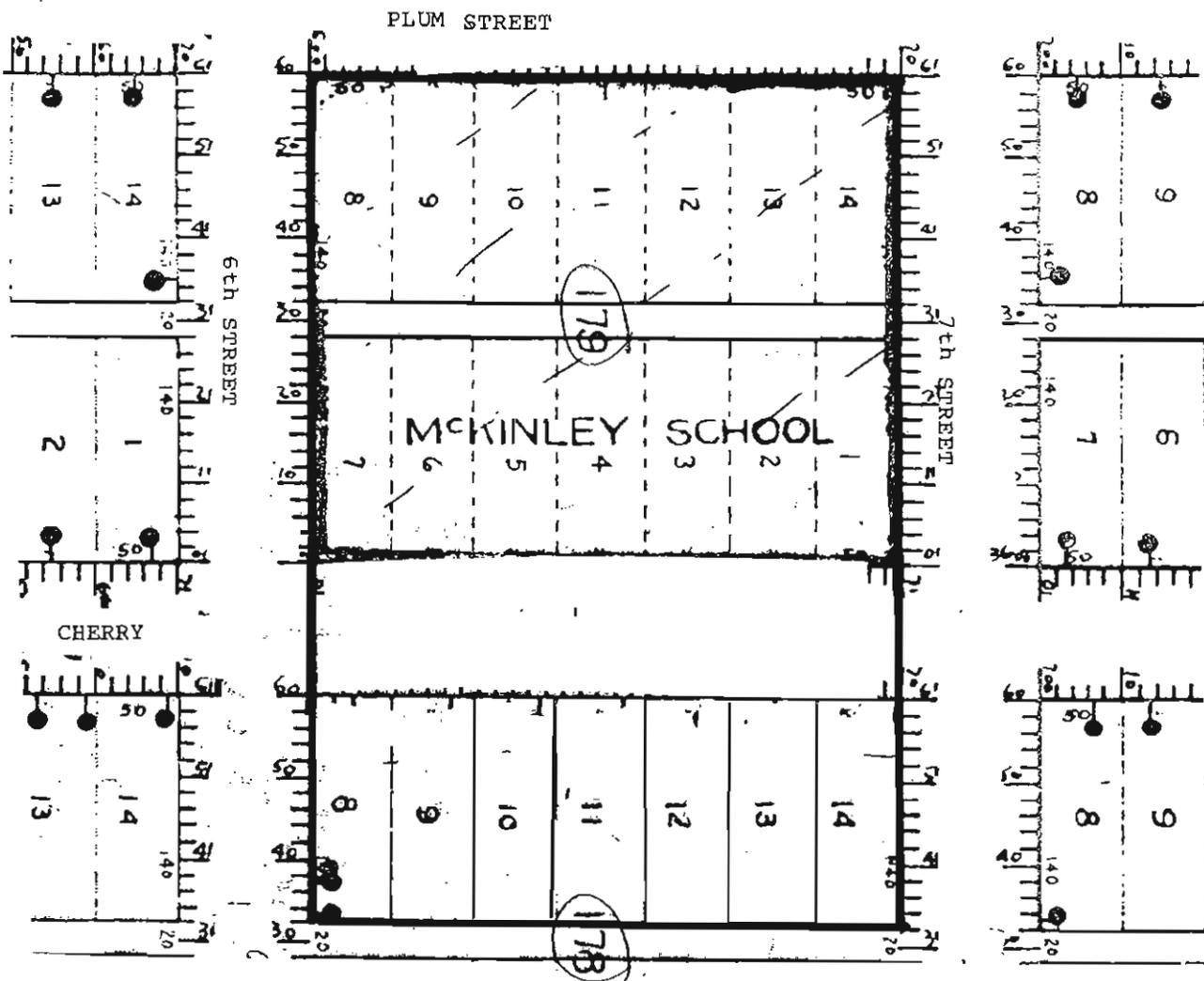
EXHIBIT A

SCHOOL PROPERTY:

Lots 1 thru 14, Block 179, Plat of Part of Wyandotte as recorded in Liber 1 Page 295.

PARK PROPERTY:

Lots 8 thru 14, Block 178 Plat of Part of Wyandotte as recorded in Liber 1 Page 142 and the vacated Cherry Street.





Google earth

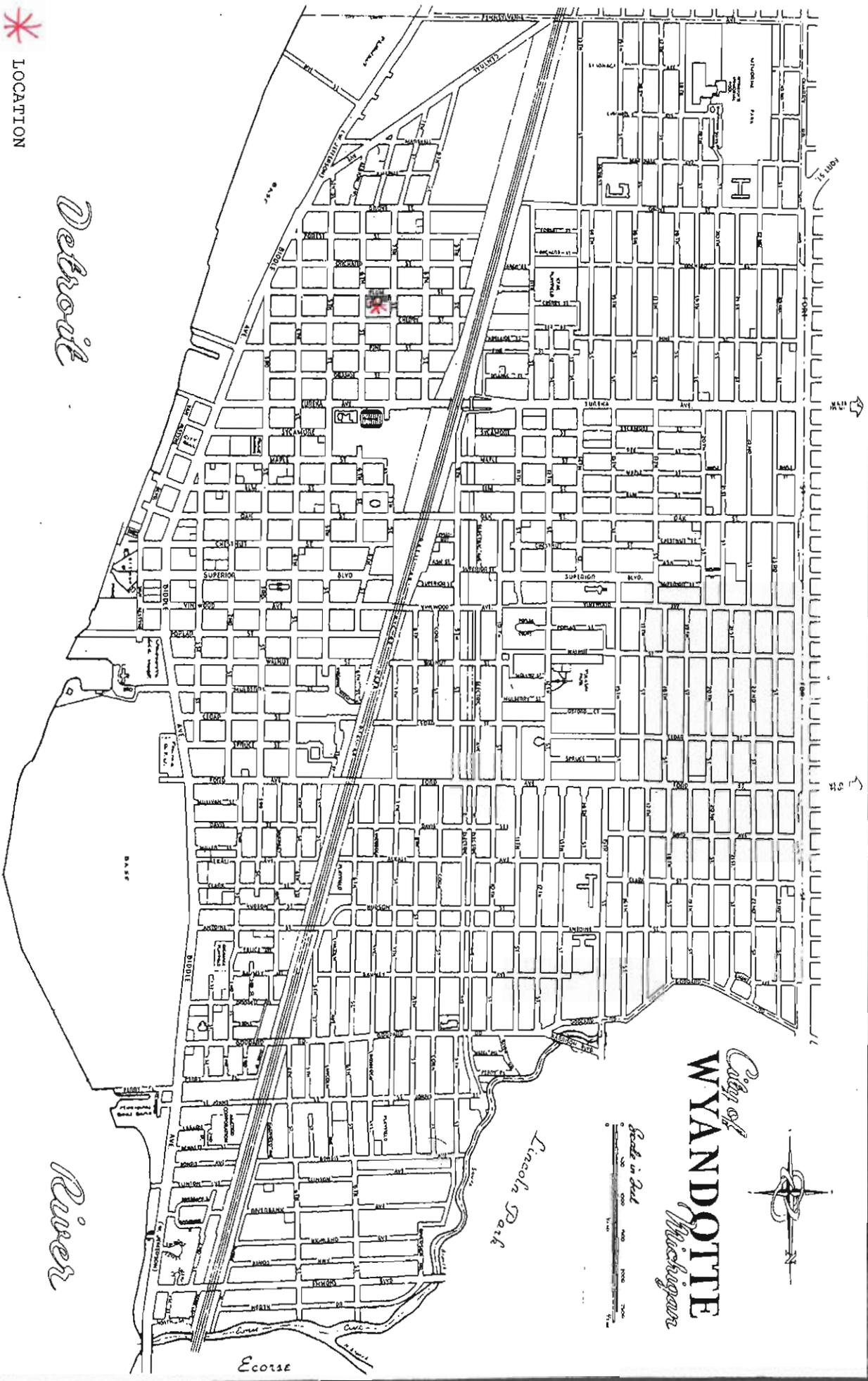




LOCATION

Detroit

Riverview

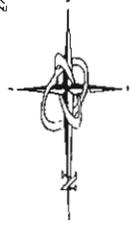


River

Ecorse

L'Amoreaux Park

City of
WYANDOTTE
Michigan



SUMMARY OF PROPOSALS RECEIVED REGARDING
FILE #4630 QUALIFICATIONS AND PROPOSALS
FOR REDEVELOPMENT OF THE FORMER MCKINLEY SCHOOL
AT 640 PLUM STREET, WYANDOTTE, MICHIGAN
Received November 4, 2013

A) GWI Properties, Inc. 450 West Fourth Street, Royal Oak, Gustaf Andreasen & MHT Housing Inc., T. Van Fox

- Senior citizen independent living for ages 55 and older with 27 units in remodeled school and 30 new cottage units or more on park property.
- Investment \$4.3 Million.
- Bid-\$202,500 plus \$4,500 per unit above 30 in senior cottage location
- Requests-Brownfield, Community Revitalization Program (CRP)-grant or loan via Michigan Strategic Fund[MSF],MSHDA,MEDC,& Others[Low Income Housing Tax Credit{LIHTC},MCL 211.7d state pays property taxes as (PILOT)
- PILOT approximately \$20,000/yr for 35 years. Payment can fluctuate.
- Required to rent to residents at or below 50% Area Median Income (AMI) and at or below 60% AMI.

B) Coachlight Properties, 90625 Pleasant Ridge Lane, Saline, Giuseppe Disanto & Jonesboro Investment Corp-Tim Morgan

- Market rate multi-unit senior/active adult apartment complex for ages 55 and older with a total of 91 units. Demolish east and west portions of building keeping gym, auditorium, community space, library, kitchen, support offices and remodel for four (4) units. Build new three story 60 unit building on west side of old school. Build new three story 27 units on east side of old school.
- Investment \$8.5 Million
- Bid-\$1.00 plus provide improvements @ public park
- Requests-TIFA/Brownfield
- City taxes of approximately \$382,000 annually
- No income restrictions for proposed renters

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: February 10, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer and City Administrator regarding 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 concurs with the recommendation of the City Engineer and City Administrator and authorizes them to proceed with exclusive negotiations with Coachlight Properties for the sale of the former McKinley School Site at 640 Plum and report back to City Council with a proposed Purchase Agreement; AND

BE IT FURTHER RESOLVED that the bid bonds/bid checks be returned to the unsuccessful bidder.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: February 10, 2014

AGENDA ITEM # 7

ITEM: Neighborhood Stabilization Homes (NSP2) - Sales Price

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 2-5-14

BACKGROUND: On, February 25, 2013, the City held the Lottery Drawing for the sale of the 451 Ford Avenue and 459 Ford Avenue. At that time, no offers were received. On April 22, 2013, the City accepted an offer on the property at 451 Ford Avenue and on January 10, 2014 closed on the property. At this time, the City has not received any offers on the property at 459 Ford Avenue. In accordance with the NSP2 Single-Family Sales Program Guidelines, Adjustment in Asking Price, the Engineering Department is requesting to reduce the sales price of this unit by 10% or from \$108,000 to \$97,200.00.

STRATEGIC PLAN/GOALS: By fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods. Also by promoting the finest in design, amenities and associated infra-structure improvements in all new developments

ACTION REQUESTED: Adopt a resolution approving the listing of the home at 459 Ford Avenue with Downriver Real Estate Group for \$97,200.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Continue to advertise homes at a reduced sales price with Downriver Real Estate Group.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

Schuyler

LEGAL COUNSEL'S RECOMMENDATION:

William H. Cook

Joseph R. Peterson

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: None

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: February 10, 2014

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the City Engineer to reduce the listing price for the NSP2 property at 459 Ford Avenue to \$97,200.00 in accordance with the NSP2 Single Family Sales Program Guidelines. All buyers also receive a minimum of 17.5% or \$17,010.00 in homebuyer subsidy. Therefore, the maximum required mortgage amount would be \$80,190.00.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

cc: Jerry Miller, Downriver Real Estate Group

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: February 10, 2014

AGENDA ITEM #

8

ITEM: Purchase Additional 96 Gallon Toters

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 2-5-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City offers residents to rent 96 gallon toters for \$48 for a two (2) year term. On February 1, 2014, the City's new ordinance regarding the use of a metal, durable plastic, or an approved container of equal material to be used for the collection of solid waste will be effective. Therefore, the demand for leasing toters has increased. The Department of Public Service (DPS) desires to purchase an additional 522 toters from Cascade Engineering of Grand Rapids, Michigan to meet this demand. Cascade Engineering has supplied the previous carts to the City. The cost of \$24,398.28 (522 x \$46.74) to purchase these toters will be funded from the Solid Waste Fund. These carts will be black with the City of Wyandotte logo stamped on the container.

STRATEGIC PLAN/GOALS: The City is committed to creating fiscal stability, streamlining government operations; make government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstones of our City government.

ACTION REQUESTED: Approve the DPS to purchase 522 - ninety-six gallon carts at a cost of \$24,389.28 from Cascade Engineering.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 290-448-850-770-540

IMPLEMENTATION PLAN: Place order with Cascade Engineering of Grand Rapids, Michigan

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

Indy date

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

Joseph R Peterson

LIST OF ATTACHMENTS: None

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: February 10, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer to purchase 522 -- Ninety-Six Gallon Carts from Cascade Engineering of Grand Rapids, Michigan in the amount of \$24,398.28 from account no. 290-448-850-770-540; each cart to be black with the City of Wyandotte's logo, imprinted serial numbers and include a standard ten (10) year warranty.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: February 10th 2014

AGENDA ITEM # 9

ITEM: Fishing Derby Name Change

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: The City of Wyandotte has a strong commitment to area youth as did Skip Clack, former Mayor of the City of Wyandotte and dedicated volunteer for many programs and organizations. Mr. Clack was a judge for the fishing derby for many years, talking to children and their families and always willing to dedicate countless hours to our wonderful city. The Mayor's Office and Special Event Staff have received many inquiries as to this name change, including a letter from Mr. Larry Tavernier who has also served as a fishing derby judge with Mr. Clack for several years. Mayor Peterson and I would like to recommend the Annual Fishing Derby be dedicated to Mr. Clack by changing the name of the event to "Skip's Fishing Derby."

Mayor Joseph Peterson and I ask for your support in renaming this excellent family event to honor Mr. Clifford "Skip" Clack.

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:

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *S. Dupdal*

LEGAL COUNSEL'S RECOMMENDATION: *Approved William R. Fort*

MAYOR'S RECOMMENDATION: *Joseph R. Peterson*

LIST OF ATTACHMENTS:

None

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: February 10th 2014

RESOLUTION by Councilman _____

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the name change of the City of Wyandotte's Fishing Derby, to Skip's Fishing Derby.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS

2014 Integrity Show Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: February 10th 2014

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and Integrity Shows for sponsorship of the 2014 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke

- Galeski
- Miciura
- Sabuda
- Schultz
- Stec



This agreement is between Integrity Shows, 2103 Roosevelt, Ypsilanti, MI 48197 (contractor) and the City of Wyandotte, 3200 Biddle, Wyandotte, MI 48192 (city) and concerns producing the Wyandotte Street Art Fair (fair) July 9-12, 2014.

- 1) Contractor is responsible for finding family friendly sponsors for the fair.
- 2) City will pay contractor 30% of received gross sponsorship dollars for the fair. Sponsorship commission is due within seven days after the fair. City will also pay \$2500 for contractor's assistance in creating and updating the sponsorship program. This sum due upon signing of this agreement.
- 3) City will provide a list of current sponsors that are not to be approached. No commission will be paid on these sponsors. All others are to be commissioned as stated above. No sponsors may be added to this list without mutual agreement.
- 4) Due to the need to initiate sponsorship discussions as soon as practical each year, this contract will continue in force for future years until cancelled by either party by August 31 of the prior year. The contract continues into future years until such time.
- 5) Should the city choose to cancel this agreement prior to the 2015 Wyandotte Street Art Fair, city will still be responsible for paying commission on all contractor provided sponsors that renew for one additional year.
- 6) Contractor and city agree to indemnify and hold each other harmless from any and all liability, claims, demands or requirements imposed by federal or state law arising from this Agreement.
- 7) Contractor will make no representation, warranties or commitments binding the fair beyond the scale of this agreement, without the city's prior consent.
- 8) Both parties covenant, warrant and represent that they will keep confidential, both during the term of this Agreement and forever after its termination, all information obtained from the each other with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, compilation processes and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever unless required by law.
- 9) Any claim or controversy arising among or between the parties hereto and any claim or controversy arising out of or respecting any matter contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled by arbitration in Detroit, Michigan by an arbitrator(s) under the then prevailing rules of the American Arbitration Association. In any arbitration involving this Agreement, the arbitrator(s) shall not make any award which will alter, change, cancel or rescind any provision of the Agreement and their award shall be consistent

with the provisions of this Agreement. Any such arbitration must be commenced no later than one (1) year from the date such claim or controversy arose. The award of the arbitrator(s) shall be final and binding and judgment may be entered in any court of competent jurisdiction. In addition to the foregoing, the Company may apply to any court of appropriate jurisdiction for any of the provisional remedies it may be entitled to, including but not limited to injunction, attachment or replevin, pending the determination of any claim or controversy pursuant to the arbitration provisions of this Agreement.

- 10) Service of any and all documents and papers may be made either by Certified or Registered Mail, addressed to either party at the addresses listed in the Agreement.
- 11) The Agreement is being made by each of the parties after each party has had an opportunity to fully review, analyze, and obtain legal counsel with respect to this Agreement and all of its terms.
- 12) This Agreement forms the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings.
- 13) There shall be no change, amendment or modification of any of the terms of this Agreement unless it is reduced to writing and signed by both parties.
- 14) If any provision of the Agreement is held by a court of competent jurisdiction or arbitration to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
- 15) This Agreement shall be governed by the laws of the State of Michigan.

Consented and Agreed to for Integrity Shows by Mark Loeb

DATE _____ SIGNATURE _____

Consented and Agreed to for City of Wyandotte by _____

DATE _____ SIGNATURE _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

11

MEETING DATE: February 10th 2014

AGENDA ITEM # _____

ITEM: Wyandotte Street Art Fair Marketing Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: The Special Event Office is currently planning our special events for 2014. As you know, public relations are integral to the success of our special events. As a result, we seek to once again contract with Drumbeaters to provide additional public relations support. Please find attached a contract with Drumbeaters to provide promotional assistance for the 2014 Wyandotte Street Art Fair. Matt Lee, owner of Drumbeaters, has been doing media advance for the last 13 years and has worked with the Wyandotte Street Art Fair for the last 3. Today, his company provides services to over 100 events, such as The Detroit International Jazz Festival, The Detroit Festival of the Arts, Motor City Casino and The Mitch Albom Show.

Drumbeaters will provide the Wyandotte Street Art Fair committee and staff with activity reports tracking his work starting in mid-March. Mr. Lee will receive \$3,000 for his assistance with this year's fair. This fee will be paid from the Street Art Fair Expense account.

Working with Mr. Lee has given us the opportunity to promote our fair to television stations that we were unable to reach in the past. Matt's knowledge and experience will benefit, not only the 2014 fair, but all special events for years to come.

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

ACTION REQUESTED: We request authorization for the Mayor or city clerk to sign and return original contract to the Special Event Coordinator.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

WSAF Expense Account – 285-225-925-730-860 \$3,000

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

SDuysdale

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

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS

2014 Drumbeaters Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: February 10th 2014

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and Matt Lee/Drumbeaters for marketing of the 2014 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

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

Drumbeaters Financial Agreement



Starting date We will begin work March 24th 2014 on behalf of The City of Wyandotte's 2014 Street Art Fair.

Project fee The project fee is \$3000 for approximately 30 hours of public relations counsel. The project fee covers the following services: general public relations strategy development and preparation; client contact and meetings; media relations and placement; editing of news releases; and general public relations counseling. While we will devise a public relations and communications strategy, we cannot guarantee media placements or any other tangible results. Please refer to addendum A. We will provide you with activity/work reports so you can track the results. We will bill you one-half of the project fee at the beginning of the engagement, which will be the starting date. Half of the agreed amount will be paid at the signing of this contract with the remaining fee paid at the conclusion of the project.

Modification of agreement This document is intended to be a full and complete agreement between us. This agreement may be modified only in writing signed by both parties. We are pleased to have the opportunity to work with you. If this proposal agrees with your expectations, please acknowledge this agreement by signing and returning the enclosed duplicate agreement.

Accepted for the City of Wyandotte

Name & signature of client _____ Date _____

Accepted for Drumbeaters

Matt Lee for Drumbeaters _____ Date _____

HEARING

RESOLUTION

RESOLVED by the City Council that Council hereby refers all comments from the 2014-2015 Community Development Block Grant Program (CDBG) Public Hearing held on February 10, 2014, to the City Engineer.

Final Reading

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING

ARTICLE XXIV – General Provisions, Section 2408 Signs, Section (F) Permitted Signs Sub-Section 2 (k)
Changeable Message Signs, (3)

CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment

The following Section of the City of Wyandotte Zoning Ordinance entitled Article XXIV – General Provisions, Section 2408 Signs, Section F Sub-Section 2 - (k) Changeable Message Signs, (3) shall be amend to read the following:

(3) An electronic changeable message sign shall be limited to announcing only prevailing eastern standard time and the local temperature in Fahrenheit or Celsius, or limited to the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least five (5) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than sixty (60) percent of the total permitted display area of the sign.

Section 2. Severability.

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

Section 3. Effective Date

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

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

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

I hereby approve the adoption of the foregoing Ordinance this _____ day of _____, 20____.

CERTIFICATION

We, the undersigned, Joseph R. Peterson and William R. Griggs, respectively, the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the City Council of the City of Wyandotte, at a regular session on Monday, _____ day of _____, 20____.

William R. Griggs, City Clerk

Joseph R. Peterson, Mayor

NOTICE OF ADOPTION

The City of Wyandotte Zoning Ordinance has been amended as follows:

The effective date of this Ordinance is _____, A copy of this Ordinance may be purchased or inspection at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Final Reading

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING

ARTICLE XIII – CBD CENTRAL BUSINESS DISTRICT, SECTION 1301 SPECIAL USES; SUBSECTION D

CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN ORDAINS:

Section 1. Amendment

The following Section of the City of Wyandotte Zoning Ordinance entitled “Article XIII - CBD Central Business District, Section 1301 Special uses, Subsection D shall be amended to revise existing requirements and regulations for uses within the central business district (CBD). The amended section shall read as follows:

ARTICLE XIII, Section 1301 Special Uses, Subsection D

D. Second floor dwellings and above

Section 2. Severability

Severability. Should any word, sentence, phrase or any portion of this Ordinance be held in a manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such word, sentence, phrase or any portion of the Ordinance held to be so invalid and shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this Ordinance.

Section 3. Conflicting Ordinances

All prior existing ordinances adopted by the City of Wyandotte inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

Section 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 publication, wherever is later. The notice of adoption shall include the text of the amendment, the effective date of the Ordinance and the place and time where a copy of the Ordinance may be purchased and inspected.

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

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

I hereby approve the adoption of the foregoing Ordinance this _____ day of _____, 200__.

CERTIFICATION

We, the undersigned, Joseph R. Peterson and William R. Griggs, respectively, the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the City Council of the City of Wyandotte, at a regular session on Monday, _____ day of _____, 200__.

William R. Griggs, City Clerk

Joseph R. Peterson, Mayor

NOTICE OF ADOPTION

The City of Wyandotte Zoning Ordinance has been amended as follows:

The effective date of this Ordinance is _____ . A copy of this Ordinance may be purchased or inspected at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Final Reading

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING

ARTICLE XXIV-GENERAL PROVISIONS; SECTION 2403 PARKING REQUIREMENTS; SUBSECTION R. 1.b
Multiple-Family

CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN ORDAINS:

Section 1. Amendment

The following Section of the City of Wyandotte Zoning Ordinance entitled "Article XXIV General Provisions, "Section 2403 Parking Requirements; Subsection R; subsection 1 (b) Multiple Family shall be amended to revise existing requirements and regulations for parking within the central business district (CBD). The amended section shall read as follows:

ARTICLE XXIV GENERAL PROVISIONS

Sec.2403 Parking Requirements, Subsection R. 1. b Multiple-Family

(b) One and one-half (1 ½) parking spaces for each dwelling unit of one (1) bedroom; two (2) parking spaces for each dwelling unit of two (2) bedrooms; two and one-half (2 ½) parking spaces for each dwelling unit of three (3) or more bedrooms. Plus one (1) additional parking space for every eight (8) units for guest parking.

Section 2. Severability.

All prior existing ordinances adopted by the City of Wyandotte inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

Section 3. Effective Date.

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

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

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

I hereby approve the adoption of the foregoing Ordinance this _____ day of _____, 200__.

CERTIFICATION

We, the undersigned, Joseph R. Peterson and William R. Griggs, respectively, the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the City Council of the City of Wyandotte, at a regular session on Monday, _____ day of _____, 200__.

William R. Griggs, City Clerk

Joseph R. Peterson, Mayor

NOTICE OF ADOPTION

The City of Wyandotte Zoning Ordinance has been amended as follows:

The effective date of this Ordinance is _____ . A copy of this Ordinance may be purchased or inspected at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Final Reading

AN ORDINANCE ENTITLED AN ORDINANCE TO RESCIND ARTICLE V, "PAWNBROKERS", ARTICLE VI, "SECONDHAND DEALERS" AND ARTICLE VII, "PRECIOUS METAL AND GEM DEALERS" OF CHAPTER 21 AND ADOPTING A NEW ARTICLE V ENTITLED "PAWNBROKER AND SECONDHAND DEALER" TO CHAPTER 21 OF THE CODE OF THE ORDINANCES OF THE CITY OF WYANDOTTE

THE CITY OF WYANDOTTE ORDAINS:

Section 1. RESCISSION OF ARTICLES V, VI, AND VII OF CHAPTER 21.

Article V, "Pawnbrokers", Article VI, "Secondhand Dealers" and Article VII, "Precious Metal and Gem Dealers" of Chapter 21 of the Code of Ordinance for the City of Wyandotte are hereby rescinded in their entirety.

Section 2. ADOPTION OF ARTICLE V, "PAWNBROKER AND SECONDHAND DEALER"

ARTICLE V.

PAWNBROKER AND SECONDHAND DEALER

SEC. 21-116. DEFINITIONS

The following words, terms, and phrases, when used in this chapter shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

(a) "Chief Executive Officer" means for a city, the city mayor, pursuant to MCL 446.203(a)(i).

(b) "Pawnbroker" means a person, corporation, member or members of a partnership, company or firm who lends money on deposit, or pledge of personal property, or other valuable thing, other than securities or printed evidence of indebtedness, or who deals in the purchasing of personal property or other valuable thing on condition of selling the same back again at a stipulated price.

(c) "Scrap processor" means any person or entity whose business is, in whole or in part, the dismantling, wrecking and disposing of junk and/or refuse materials, including automobiles, or otherwise reclaiming metals for reuse.

(d) "Scrap yard" means a place where junk, waste, discarded, or salvaged materials are bought, sold, exchanged, stored, packed, disassembled or handled, including wrecked motor vehicles, used building materials, structural steel materials and equipment and other manufactured goods that are deteriorated or obsolete so as to make unusable in their existing condition.

(e) "Secondhand dealer" means any person, corporation, member or members

of a partnership, company or firm, that engages in the business of purchasing, storing, selling, exchanging and receiving second hand goods of any kind, including the receiving and selling of goods on consignment, but does not include scrap processor, automotive recycler, or junkyard that deals principally in industrial scrap, nor to retail merchants who repossess their own merchandise sold on title-retaining contract or who accepts merchandise as part payment on new sale, nor shall it apply to licensed automobile dealers, nor to persons who conduct rummage sales provided that such sales are not conducted by the same person or at the same location for a period in excess of three days or more than twice per calendar year, not to sellers of new articles, wares, or merchandise from manufacturers, wholesale distributors or jobbers for retail sale to customers, nor persons, firms, or corporations whose principle business is that of dealing in new goods, articles and merchandise.

(f) "Secondhand goods" means any goods, wares, merchandise or other personal property acquired or purchased after having been acquired at retail and used by another except as excluded herein. Such term includes, but not limited to, appliances, radios, stereos, and speakers, televisions, video equipment, electronic/computer equipment and devices, computer gaming equipment, tools, auto parts, firearms, coins, sports memorabilia, jewelry, precious metals, musical instruments, sporting equipment, bicycles, lawn equipment, snow blowers, and other household equipment, lead pipes, tools, lighting fixtures, plumbing fixtures, watches, precious stones, musical instruments, and electrical appliances.

SEC. 21-117 PAWNBROKERS AND SECONDHAND DEALERS

The City is designated and authorized to issue, suspend, and revoke licenses for persons, corporations, partnerships, companies or firms to carry on the business of a pawnbroker and secondhand dealers pursuant to both 1917 PA273, as amended, MCL 446.201 et seq., ("the Pawnbrokers Act"). The provisions of this Ordinance shall apply to all existing Pawnbrokers and Secondhand Dealers and all future Pawnbrokers and Secondhand Dealers.

SEC. 21-118 LICENSE REQUIRED

No person, corporation, partnership, company or firm, or other entity located in the City shall carry on the business of a pawnbroker or secondhand dealer in the City without being licensed pursuant to the Pawnbrokers Act and Secondhand Dealers Act and this section and as approved under this chapter. A secondhand dealer and pawnbrokers license is not transferable.

(a) Prior to issuance of license both pawnbrokers and secondhand dealers shall file a bond in the penal sum of three thousand dollars (\$3000) conditioned that such applicant will in all respects faithfully comply with and observe all of the Pawnbrokers and Secondhand Dealer Acts of 1917.

(b) All applicants, prior to the issuance of the license shall affirm that such applicant will in all respects faithfully comply with and observe all the applicable Federal, State, and local laws and regulations, including Act 350 of the Public Acts of 1917, and faithfully perform the duties and obligations of the business, including compliance with the provisions of the City of Wyandotte Charter, Code of Ordinances, and this chapter.

SEC. 21-119 POSTING LICENSE; NAME OF LICENSEE.

(a) All persons obtaining a license issued under this section shall place two copies of the license, one of which placed in the establishments' window or door for public view, and the other placed conspicuously inside the store for full view by patrons.

(b) In addition to the conspicuous display of two licenses of any licensed issued, as required above, a licensee under this chapter shall post conspicuously in the designated places of business a sign displaying his or her name and occupation legibly inscribed therein with letters at a minimum of one and one-half inches to maximum of two inches in height.

SEC. 21-120 GROUNDS FOR DENIAL.

(a) The City Clerk may deny an application for a pawnbroker's or secondhand dealer license if the application is disapproved by one or more proper officers of the City, as provided in this chapter, indicating that the applicant is unable to meet or continue to meet the requirements of the Pawnbroker's Act or Secondhand Dealer's Act or any provision of this chapter.

(b) The City Clerk may also deny an application for any reason identified in this chapter.

(c) If the City Clerk denies the issuance of a license or a renewal thereof, a notice of denial including the reasons for the denial shall be mailed by first class mail to the applicant. If the application for a license has been denied, the applicant may appeal the denial by requesting a hearing pursuant to Section 21-134, or may apply at any time submitting a new application and fee. The notice of denial shall provide that if the applicant wants to appeal the City Clerk's decision, the applicant must request a hearing within fourteen days pursuant to Section 21-134.

SEC. 21-121 INVESTIGATION BY CITY CHIEF OF POLICE.

The application for the license with a term no longer that one year from the date of the issuance shall be referred by the City Clerk to the Chief of Police for approval, who shall obtain fingerprints from the applicant. The Chief of Police shall conduct an investigation and file a report with the City Clerk.

SEC. 21-122 LICENSE FEE AND POSTING.

The fee for the license required by this ordinance shall be Three Hundred (\$300) Dollars each year. Any change in the amount of the fee may be made by Council Resolution.

SEC. 21-123 PROHIBITIONS FOR SECONDHAND AND SCRAP DEALERS.

No secondhand or scrap dealer shall loan money on deposit, or pledge of any personal property, or other valuable thing on condition of selling the same back again at a stipulated price, without obtaining a pawnbroker's license pursuant to the Pawnbroker's Act and this chapter.

SEC. 21-124 APPLICATION FOR LICENSE.

(a) Application for a Pawnbroker's License and Secondhand Dealer License shall be made in writing to the City Clerk, who is authorized to create application forms and to receive and process applications, and to thereafter grant, deny, suspend, or revoke said license as set forth in this chapter. Applications shall be on forms supplied by and to be filed with the City Clerk. Such applications shall be signed and dated by the applicant. The application shall contain the following minimum information, plus any other information deemed necessary by the Chief of Police.

- (1) The name and any alias used, address, and telephone number of the applicant and all employees, officers, partners or agents of the applicant.
- (2) The location and description where the business is to be carried on plus any subsidiary offices and detailed description of items being sold.
- (3) The applicants criminal record, if any, and if the applicant is not individual, the criminal record, if any, of the partners, members or officers of the entity.
- (4) The criminal record, if any, of any employees of the applicant.
- (5) The applicant's prior experience as a pawnbroker or secondhand dealer, depending on the license and store.
- (6) An authorization for the Chief of Police to carry out a background investigation on the applicant and all employees, officers, partners, members or agents of the applicant.
- (7) A statement as to whether the applicant has ever had a license required by the City or any other governmental entity revoked, suspended, or denied and the reasons for said actions.
- (8) A statement that the information provided is true and accurate and that, if a license is granted, the applicant will abide by all applicable ordinances, general laws, charters, rules, and statutes.

(b) All licenses are subject to the following conditions, which shall be noted on the application form:

- (1) The applicant shall permit inspection of the licensed premises and/or activity at reasonable times by any authorized representative of the City.
- (2) The applicant shall not engage in the business of a pawnbroker or secondhand dealer at any time after the license has expired, without having been reissued, or at any time when the license is suspended or revoked.
- (3) No license shall be issued or renewed unless and until the applicant and any and all employees, officers, partners, members or agents of the applicant shall, if

deemed necessary by the Chief of Police, submit to being fingerprinted and photographed as part of the background investigation.

- (c) The City Clerk shall issue a license to the applicant if the City Clerk is satisfied that the applicant has met and will continue to meet the requirements of this division and all applicable laws and the applicant has paid the license fee.

SEC. 21-125 HOURS OF OPERATION; PURCHASES FROM CERTAIN PERSONS PROHIBITED.

- (a) No pawnbroker or secondhand dealer shall purchase or receive, by sale, barter, or exchange or otherwise, and article under a license issued pursuant to this chapter from any person between the hours of 9:00 p.m. to 8:00 a.m. or as otherwise permitted by law. Further, no person shall purchase or receive such an article from any of the following:

- (1) A person who is at the time intoxicated or visibly under the influence of alcohol or narcotics.
- (2) A person known by the dealer to be a thief or an associate of thieves, a prior recipient of stolen property, or any person the licensee or employee has reason to suspect of being such.
- (3) A minor under the age of eighteen years without written consent of the parent or guardian of such minor.

- (b) No person shall purchase or receive, by sale, barter or exchange or otherwise, any article or item that person knows to be stolen, reasonably should have been known to be stolen, or suspects as having been stolen except as specifically authorized by law enforcement authorities.

SEC. 21-126 SCRAP YARD REGULATIONS.

The following regulations shall be applicable to scrap yards:

- (a) No scrap yard processor or any of the processor's employee shall receive in the line of such business any article by way of pledge or pawn nor loan or advance any sum of money on the security of any article or thing.
- (b) Every scrap yard processor shall upon demand, exhibit all goods which he has on hand and give a description of persons selling the same to any member of the Police Department upon request, and shall keep a book containing the names from whom he purchased brass, tin, copper, aluminum, or any metal except old iron, which book shall be open during business hours to the inspection of any police officer.
- (c) No scrap processor shall sell or remove from his place of business any article purchased by him until the same shall have been in his possession for seventy-two hours unless such article shall have been purchased directly from some reputable factory or company.

(d) No scrap yard may store or handle hazardous materials unless done so consistent with all other State, Federal, and local regulations.

(e) A scrap yard is subject to annual administrative inspections or complaint based inspections to ensure the property is maintained in accordance with the health, safety, and welfare of the community, materials are stored in an orderly manner to allow access to inspect, and that property otherwise complies with the City Code.

(f) Upon conviction of any scrap processor for violating or failing to comply with any provisions of this section, the license of such scrap processor shall be revoked and the convicted persons shall not be licensed as a scrap processor for a period of two years from the date of his convictions, and the scrap yard shall not be licensed for that particular business for a period of one year from the date of the conviction of the scrap processor.

SEC. 21-127 NONFERROUS METALS.

Nothing in this chapter should be construed to diminish the requirements that scrap processors and junkyard operators who deal with nonferrous metals must comply with the Nonferrous Metals Act, being 2008 PA 429, as amended, MCL 445.421, et seq.

SEC. 21-128 THUMBPRINTS AND IDENTIFICATION OF CUSTOMERS.

(a) Whenever a licensee or employee of licensee under this chapter purchases or receives any article or valuable thing as described in Section 21-116, the licensee shall first take on a form approved by the Chief of Police, a legible print of the thumb of the right hand of the person from whom such article was received. If such person has no right thumb, the licensee shall take the legible print of the thumb on the left hand or of a finger, which shall be so identified in writing by the licensee.

(b) The seller must provide the secondhand dealer with personal identification at the time of the transaction, in the form of a valid operator's license or a Federal or State identification card which includes a photograph that positively matches the seller. The licensee shall obtain and maintain a copy of the identification.

SEC. 21-129 RECORDS AND REPORTING REQUIREMENTS.

(a) A licensee shall keep a permanent record in which shall be written, in the English language, at the time of purchase, exchange or other receipt of any article, a complete and accurate description thereof. Such description shall include an electronic photograph of the article, the article's trade name and serial number, if any; the name, residence and a copy of the Federal or State-issued identification/operator's license of the person from whom the article was purchased or received; and the day and hour when such purchase or exchange was made and such other matters required by law. Each entry in such record shall be numbered consecutively. A member of the Police Department, Sheriff's Department, State Police, or other authorized person is entitled to inspect the premises and records of a licensee during all normal business hours.

(b) A tag shall be attached to each article purchased, exchanged, or received by licensee in some visible and convenient place, with a number written thereupon to correspond with the entry number in the record required in subsection (a), until the article is sold or otherwise disposed of. The licensee shall promptly prepare from such record a legible and correct copy, on forms approved by the Chief of Police and written in the English language, containing a description of each article purchased or received during the preceding day, the hour and day when the purchase, exchange, or receipt was made, and the description of the person from whom it was purchased, exchanged or received. Such statement shall be verified by the affidavit of the licensee.

(c) Any article purchased, exchanged, or received under a license issued pursuant to this chapter shall be retained by the purchaser thereof at least fifteen days before disposing of the article (unless otherwise authorized in this ordinance), in an accessible place on the premises where such articles are purchased and received.

SEC. 21-130 ELECTRONIC REPORTING OF TRANSACTIONS.

(a) All licensed pawnbrokers and secondhand dealers by 11:59 p.m. daily, at his or her own expense, under this chapter shall promptly complete and transmit, by electronic means, to the Police Department's computerized system(s), the data identifying all transactions in which the licensee received used goods the preceding day by pawn, exchange, purchase, or consignment. A transaction reported by electronic transmission under this subsection shall not be reported on paper forms unless the Chief of Police so requests.

(b) Each electronic transaction report and record shall include a digital photograph of the article or group of articles, along with a description of the article, and applicable , serial number, make, model number, size, color of the article or articles; the purchase/loan price; ticket number; dealer name and location; the name of the person conducting transaction; place of storage/stock location; and customer information, including operator's license number of other Federal or State identification number, customers name (last, first, middle), customer address, customer date of birth, physical description (height, weight, hair color, race, gender, appropriate fingerprint) and any other information required by the local law enforcement agency.

SEC. 21-131 EXEMPTIONS

(a) Sections 21-128, 21-129 and 21-130 shall not apply to the following:

- (1) Secondhand or used tires when such tires are removed from the vehicle to which such tires are attached in the presence of the person receiving them.
- (2) Used car dealers.
- (3) Not-for-profit organizations re-selling donated goods.
- (4) Art galleries.
- (5) Used bookstores.

(6) Clothing consignment stores.

(7) Antique dealers and other dealers in used household goods.

(b) All licensees exempted from electronic reporting under this section nonetheless shall report, in a format approved by the local law enforcement agency, any transactions involving the following items:

(1) Home and personal audio and video equipment, including but not limited to televisions, radios, audio players, receivers, and recorders of any kind; personal electronic devices.

(2) Car stereos, GPS devices, and other audio and video equipment for use or installation in a motor vehicle.

(3) Computers and video game devices of any kind and related software, game disks, and cartridges.

(4) Electrical or other appliances.

(5) Hand or power tools for use in carpentry, woodworking, plumbing, electrical work, and any other aspects of building, construction or other trade.

(c) All licensees exempted under this section nonetheless must comply with State law requirements as set forth in MCL 445.404(2) and MCL 446-205 and this chapter, to make and maintain a separate record of all transactions that is open to inspection by local law enforcement officers and the Michigan State Police.

SEC. 21-132 SUSPENSION.

A pawnbroker's or secondhand dealer's license issued pursuant to this chapter may be suspended by the Chief of Police which shall be deemed a suspension with intent to revoke. The Chief of Police shall comply with this chapter in noticing the suspension. The suspension with intent to revoke shall automatically become a revocation of the license unless the licensee requests an appeal hearing within fourteen days pursuant to this chapter.

SEC. 21-133 INCORPORATION OF STATE LAW.

The Pawnbrokers Act, being 1917 PA 273, as amended, MCL 446.201 et seq., "the Pawnbrokers Act" and the Secondhand Dealers Act, being 1917 PA 350, as amended MCL 445.401 et seq., "the Secondhand Dealers Act", are both incorporated by reference as if fully set forth herein. Any violation of the Pawnbrokers Act and the Secondhand Dealers Act shall be considered a violation of the chapter.

SEC. 21-134 APPEALS.

(a) Any person aggrieved by the denial of an application for a license or by the suspension or revocation of a license as provided by this chapter, shall have a right to redetermination and an

appeal. Such a redetermination may be taken only within fourteen days after notice of such a denial, suspension, or revocation is mailed to the person's last known address. The redetermination shall be in writing and shall contain a complete statement of the grounds for appeal. It must be filed with the City Clerk, together with an appeal fee. The fee for an appeal and/or redetermination under this section shall be the sum of One Hundred (\$100.00) Dollars. The clerk shall forward the appeal to the Chief of Police.

(b) Within ten days of the receipt by the Chief of Police of such an appeal, the Chief of Police shall schedule a redetermination hearing. Unless waived by the appellant, the Chief of Police shall mail by first class mail a written notice to the appellant of the time and location of the redetermination hearing at least five days prior to that hearing. The redetermination hearing shall be an informal hearing held before the Chief of Police or his designee.

(c) The redetermination or decision of the Chief of Police or his designee shall be mailed to the appellant within seven days of the conclusion of the hearing. The redetermination shall include:

- (1) The appeal application and the type and nature of the appeal;
- (2) The applicant's position;
- (3) The original reason for denial of the license or permit;
- (4) The facts as presented;
- (5) The decision or redetermination;
- (6) The rationale or basis for the redetermination; and
- (7) The date which the redetermination was placed in a United States mail receptacle by the Chief of Police.

(d) The redetermination referred to above shall be final and binding, unless the appellant, within fourteen days of the mailing of such redetermination, files a request in writing addressed to the city clerk, requesting the City Council to rehear the redetermination findings. No appeal shall be made to the City Council, unless:

- (1) A redetermination was made and timely appealed.
- (2) A redetermination hearing has been waived by the appellant and the Chief of Police.
- (3) A redetermination as not made due solely to the fault of the City.

(e) The appeal to the City Council shall be held within 21 days of receipt by the city clerk of the request for redetermination.

(f) The denial, suspension, or revocation shall be effective during such appeal or

until the Council shall reverse the administrative decision. The City Council may confirm the denial, suspension, or revocation, or may reinstate or order the issuance of the license. The action of the Council shall be final.

SEC. 21-135 LICENSE SUSPENSION OR REVOCATION GENERALLY.

(a) For cause shown, any license issued under this chapter may be suspended or revoked by the Chief of Police after the notice in writing, setting forth the substance of the charges and the time and place of a hearing thereon; which notice shall be delivered three days in advance, either personally to the licensee or to the principle place of location of the licensed activity, or by postage prepaid mail addressed to the licensee's last known address. Suspension or revocation may be in addition to any fine imposed.

(b) The term "cause" as used in this section, shall include:

(1) The conviction by licensee of any felony or of a misdemeanor involving moral turpitude.

(2) Any fraud, misrepresentation or false statement contained in the application for license or made in connection with the conduct of the licensed activity.

(3) Preventing or refusing permission for the inspection by any proper City agent or official at any reasonable time of any portion of the premises where the licensed activity is conducted, or of the property thereof.

(4) The doing or omitting of any act or permitting any condition to exist in connection with the licensed activity or upon premises of facility used in connection therewith; which act, omission, or condition constitutes a breach of the peace or constitutes a menace to the health, safety, or general welfare of the public, or is forbidden by the provisions of this chapter or established rule or regulation of the City where pawnbrokers or secondhand dealer operates or violates the statutes, rules, or regulations of the State applicable to the licensed activity.

(5) The failure to obtain and maintain during the term of a license and any renewal or extension thereof, any local, State, or other required professional governmental license, certification or authority for the trade, occupation, or professional licensed hereunder.

(6) The failure to obtain and maintain during the term of the license, or any renewal or extension thereof, the bonds and insurance required by any section of this chapter or the Pawnbrokers Act or Secondhand Dealers Act.

(7) Any material misrepresentation made by the licensee in the application or reports filed by the licensee

Section 3. Severability.

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

Section 4. Effective Date.

This Ordinance takes effect fifteen (15) days from the date of its passage and a summary shall be published in a newspaper circulated in the City of Wyandotte within ten (10) days after the adoption.

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

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

Absent: _____

I hereby approve the adoption of the foregoing ordinance this _____ day of February, 2014.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, 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 February, 2014.

Dated: _____, 2014

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

Final Reading

AN ORDINANCE ENTITLED
“AN ORDINANCE TO AMEND SECTION 4.05 ENTITLED “ANIMAL CARE”
OF CHAPTER 4 OF THE CODE OF ORDINANCES
OF THE CITY OF WYANDOTTE BY ADDING PARAGRAPH (12)
ENTITLED “TETHERING OF DOGS” TO SUBPARAGRAPH (a) “STANDARDS”

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment of Sec 4.05 “Animal Care” by adding Paragraph (12) “Tethering of Dogs”

Sec. 4.05 - Animal Care

(a) Standards

(12) Tethering of Dogs.

- (a) Tethering means the practice of securing a dog to a stationary object by means of a metal chain or coated steel cable or other similar means for keeping a dog restrained in its movement. Tethering does not mean walking a dog on a leash, or for temporary grooming, or other professional service.
- (b) It shall be unlawful for a person to:
- (1) Continuously tether a dog for more than three hours during any twenty four hour period; or
 - (2) Tether a dog on a tether made of anything but a coated steel cable; or
 - (3) Use a tether or any assembly or attachments thereto to tether a dog that shall weigh more than ten percent (10%) of the animal’s body weight, or due to weight, inhibit the free movement of the animal within the area tethered; or
 - (4) Tether a dog on anything except a buckle-type collar or harness. It is unlawful to tether a dog on a choke chain or around the dog’s neck, or tethered to training collars such as choke or pinch-style collars, or in such a manner as to cause injury, strangulation, or entanglement of the dog on fences, trees, or other man made or natural obstacles; or
 - (5) Tether a dog without access to shade when sunlight is likely to cause overheating.
 - (6) Tether a dog and fail to provide appropriate shelter to provide insulation and protection against cold and dampness when the atmospheric temperature falls below 40 degrees Fahrenheit; or
 - (7) Tether a dog without securing its food and water supply so that it cannot be tipped over by the tether; or

- (8) Tether a dog in an open area where it can be teased by persons or an open area that does not provide the dog protection from attack by other animals; or
 - (9) Tether a dog in an area composed entirely of bare earth subject to becoming wet and muddy in the event of precipitation, and without any dry surface area or cover for protection; or
 - (10) Tether a dog less than four (4) months of age; or
 - (11) Tether more than one dog to a single tether; or
 - (12) Tether a dog to a stationary object which would allow a dog to come within five (5) feet of any property line; or
 - (13) Tether a dog without a swivel attachment on both ends; or
 - (14) Tether a dog on a tether more than 10 feet in length.
- (c) The animal control officer, or his/her designee, may in his/her discretion temporarily order a more restrictive tethering requirement if circumstances require and it is not detrimental to the health, safety or welfare of the dog.
- (d) Penalty. A person found responsible for violating paragraph (12) shall be deemed responsible for a municipal civil infraction in the amount of \$100 per day. Any person found liable for violating this section three or more times in a one year time span shall be guilty of a misdemeanor.

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance takes effect fifteen (15) days from the date of its passage and a summary shall be published in a newspaper circulated in the City of Wyandotte within ten (10) days after the adoption.

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

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

Absent: _____

I hereby approve the adoption of the foregoing ordinance this
day of _____, 2014.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, 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 _____, 2014.

Dated: _____, 2014

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk