

**CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION**

21

MEETING DATE: November ~~14~~, 2016

17

AGENDA ITEM # ~~4~~

ITEM: WBA/DDA Contract and Service Agreement

PRESENTER: Joe Gruber, DDA Director



INDIVIDUALS IN ATTENDANCE:

BACKGROUND:

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

STRATEGIC PLAN/GOALS:

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

ACTION REQUESTED:

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

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

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: Partnership approved by the DDA Board

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS:

- A) Contract and Service Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 14, 2016

RESOLUTION by Councilman _____

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

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

WYANDOTTE BUSINESS ASSOCIATION SERVICES AGREEMENT

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

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

ARTICLE I – THE WORK

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

In addition the Contractor shall:

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

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

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

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

ARTICLE II – TERM

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

ARTICLE III – MINIMUM PARTICIPATION STANDARDS

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

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

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

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

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

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

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

Reports should include:

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

ARTICLE IV – AMENDMENTS

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

ARTICLE V – AGREEMENT SUM

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

Net amount - \$30,000.00

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

ARTICLE VI – TERMINATION

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

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

WITNESS:

OWNER:

CITY OF WYANDOTTE DDA

By: _____

Date: _____

Date: _____

RATIFICATION:

CONTRACTOR:

CITY OF WYANDOTTE

WYANDOTTE BUSINESS ASSOCIATION

Date: _____

Date: _____

Date: _____

Date: _____

ATTACHMENT 'A' - - THIRD FRIDAY

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

21

MEETING DATE: November ~~1~~²¹ 2016

AGENDA ITEM #

18a
5b

ITEM: Welcome to Wyandotte Today: Magazine Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

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

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

Calendar Expense Account:
DDA Expense Accounts
Municipal Service Expense Accounts

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

COMMISSION RECOMMENDATION: N/A

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

Drusdal

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

John

LIST OF ATTACHMENTS

Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 14~~th~~ 2016
21

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Events Coordinator to approve the contract between the City of Wyandotte and Community Publishing for the 2016 Welcome to Wyandotte Today magazine.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

- Fricke
- Galeski
- Miciura
- Sabuda
- Schultz
- VanBoxell

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

Welcome to Wyandotte TODAY 2017 Guide Sponsorship

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

Strategy

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

Specs:

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

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

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

Potential Rebate Schedule:

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

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

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

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

Total amount due for project: \$10,000

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

Signature:

Mayor, Joseph R. Peterson

Date

City Clerk, Larry Stec

Date

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

Date

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

21

MEETING DATE: November ~~14~~²¹ 2016

AGENDA ITEM #

18b
5c

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

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there are any costs for any city staff/material/property for said event, Rockin' the Shores LLC will be responsible for those fees no later than 30 days after said event date. Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by Rockin' the Shores LLC. This means any glass, spills; broken items will need to be cleaned during the event. Rockin' the Shores LLC must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial (Please see the attached applications).

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shuydal*

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

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 14th 2016

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the events held December 30th – January 1st 2016.

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

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

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

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

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

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

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

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

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

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

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

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

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

If there are any costs for any city staff/material/property for said event, Rockin' the Shores LLC will be responsible for those fees no later than 30 days after said event date. Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by Rockin' the Shores LLC. This means any glass, spills; broken items will need to be cleaned during the event. Rockin' the Shores LLC must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial (Please see the attached applications).

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

Application for Special Event

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

Date of proposed event: Dec 31, 2016 Times: 6:00 p.m. - 1:00 a.m.

Name of Applicant: Julie Law

Name of Business or Organization: Rockin' the Shores LLC

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

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

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

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

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

Site of proposed event: Biddle Ave. Maple.

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

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

Do you need water hook up for this event? Yes

If you will need water hook up, please list where and what the water will be for: Biddle & Maple

Filling water barrels for tent.

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event.

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 21, 2016

AGENDA ITEM # **19**

ITEM: Adopt-A-Lot Program

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Received a request from William Rondeau, to adopt the City-Owned lot known as former 453 Elm. Mr. Rondeau has executed a Hold Harmless Agreement which is attached.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in continuing to provide the finest services and quality of life to it residents 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.

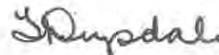
ACTION REQUESTED: Approve the use of City-owned property.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Inform DPS and the City's Grass Cutting Contractor that the property known as Former 453 Elm is being used. Give copy of Resolution to Mr. Rondeau.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: W. Look

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Hold Harmless Agreement and Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 21, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED CITY COUNCIL that Council concurs with the recommendation of the City Engineer to allow William Rondeau to utilize the City-Owned Property known as former 453 Elm in accordance with the executed Hold Harmless Agreement.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to the undersigned to utilize the City owned vacant lot at 453 ELM in the City of Wyandotte under the Wyandotte "Adopt-A-Lot" Program, the undersigned hereby assumes all risk and liability relating to the providing of said vacant lot by the City of Wyandotte and agrees to Hold Harmless and Indemnify the City of Wyandotte, all City Officials and all of the City of Wyandotte's component units from all liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte Property or the property of others arising out of or resulting directly or indirectly from the utilization of said City lot as above described.

The undersigned further agrees that said property shall not be utilized as a parking lot and/or for the storage of any vehicles, machinery and/or equipment or the like and the undersigned further understands and agrees that the undersigned and the City of Wyandotte may withdraw and terminate this Agreement on 10 days advanced notice.

The undersigned does hereby further agree to not damage the property in any way and agrees to keep said property clean and free from debris and maintain said property in a safe manner under the laws and ordinances of the State of Michigan and the City of Wyandotte.

The undersigned further does hereby remise, release and forever discharge the City of Wyandotte, all City Officials and all of the City's component units from any and all claims, demands, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from the utilization of the above described City Lot.

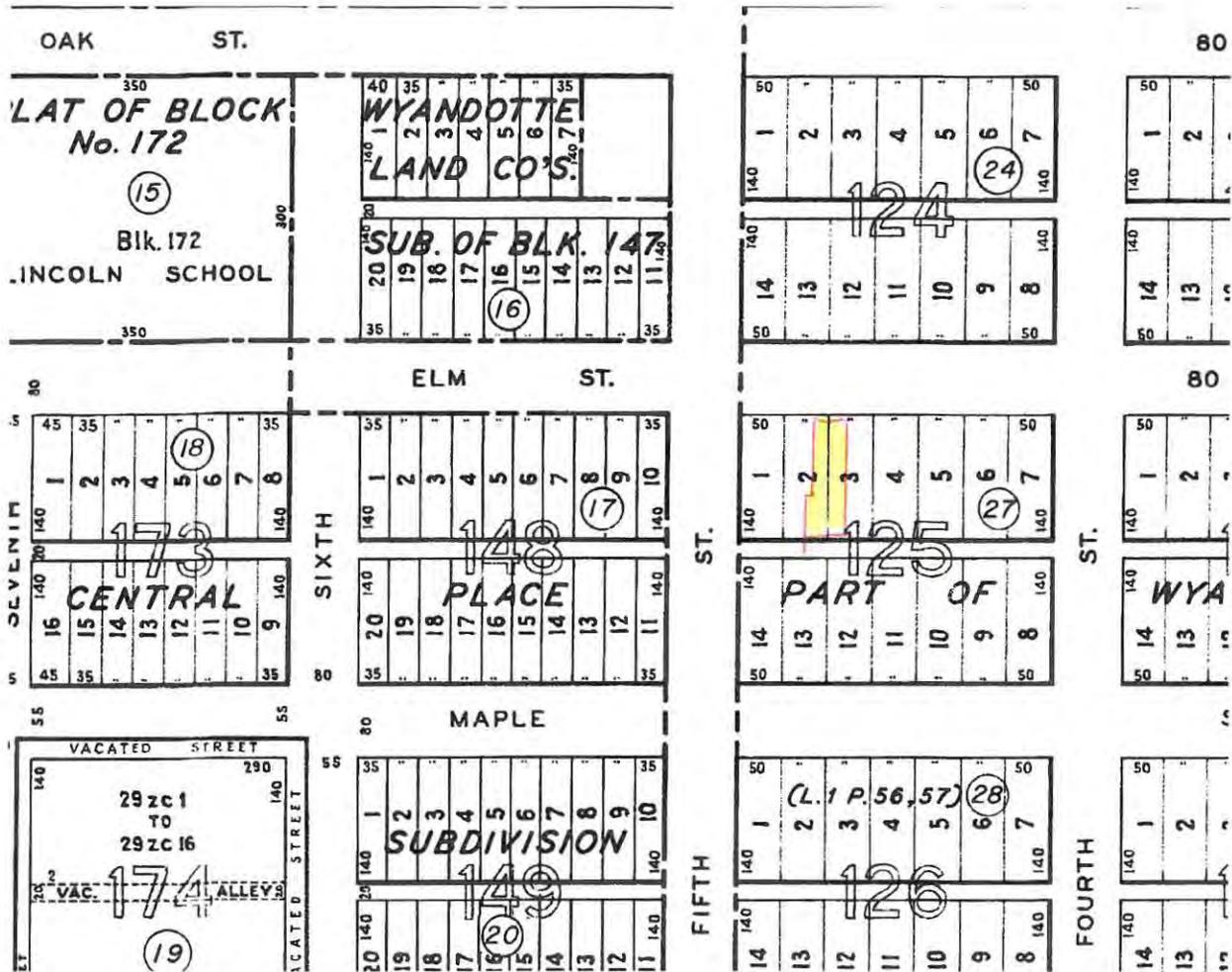
Agreed this 4 day of NOV., _____.

By: William Rondeau Wm K. Rondeau
Print Name Signature

Address: 457 ELM

Phone Number: 313-530-5101

Approved by the City Council on _____.



453 Elm - S 30 FT OF E 21.00 FT OF LOT 2 ALSO E 18.50 FT OF N 110 FT OF LOT 2 ALSO W 16 FT OF LOT 3 PART OF WYANDOTTE IN THE TWP OF ECORSE, BLOCK 125 T3S R11E, L1 P56 WCR Lot Size: 35.5' x 140'

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 21, 2016

AGENDA ITEM # **20**

ITEM: Purchase Additional 96 Gallon Toters

PRESENTER: Mark A. Kowalewski, City Engineer 

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. The Department of Public Service (DPS) desires to purchase an additional 288 toters from Cascade Engineering of Grand Rapids, Michigan to meet this demand. Cascade Engineering has supplied the previous carts to the City. The selection of Cascade Engineering to supply carts to the City of Wyandotte was approved by City Council on November 22, 2010, based on extending a bid received by the City of Dearborn. Cascade is still the only manufacturer of waste carts in Michigan. The cost of \$12,729.60 (288 x \$44.20) 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.

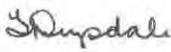
STRATEGIC PLAN/GOALS: The City is committed to creating fiscal stability, streamlining government operations; make government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstones of our City government.

ACTION REQUESTED: Approve the DPS to purchase 288- ninety-six gallon carts at a cost of \$12,729.60 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: 

LEGAL COUNSEL'S RECOMMENDATION: [W. Look](#)

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: None

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 21, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer to purchase 288 – Ninety-Six Gallon Carts from Cascade Engineering of Grand Rapids, Michigan in the amount of \$12,729.60 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	_____
_____	VanBoxell	_____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November ~~14~~²¹, 2016

AGENDA ITEM # ~~6~~²¹

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

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

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

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

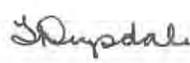
STRATEGIC PLAN/GOALS: We are committed to enhancing the community's quality of life by:
1. Fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. 2. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods. 3. Fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with recommendation

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

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal.

MAYOR'S RECOMMENDATION: 

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

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 14, 2016

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer and City Assessor regarding the City owned property located at former 816-824 Cherry is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 816-824 Cherry to Nancy and Giuseppe Mazzola for the amount of \$10,000.00; AND

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

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 816-824 Cherry, between Nancy and Giuseppe Mazzola and the City of Wyandotte for \$10,000 as presented to Council on November 14, 2016.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

William R. Look
 Steven R. Makowski

Richard W. Look
 (1912-1993)

PURCHASE AGREEMENT

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

Lots 9 and 10 Block 233 Plat of Part of Wyandotte as recorded in Liber 1 Page 295 of Plats, Wayne County Records being known as the former 816-824 Cherry Street, and to pay therefore the sum of Ten Thousand Dollars & 00/100 (\$10,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

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

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of <u>\$10,000 plus closing costs to be determined at closing</u> shall be paid to the Seller when the above described property is sold, refinanced, transferred in any manner, conveyed or otherwise disposed of by the Purchaser within ten (10) years of closing as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property. Purchaser is responsible to pay for the recording costs of the mortgage and discharge of mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. Should this property be foreclosed on by any Financial or County Entity, during the ten (10) year period this property shall be returned to the Seller.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close. 4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Purchaser's Default	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Seller's Default	
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____ If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

9. The Broker is hereby authorized to make this offer and the deposit of N/A Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

IN PRESENCE OF: _____ L. S.
Purchaser

_____ L. S.
Purchaser

_____ Address _____
Dated _____ Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____ *Broker*

Phone _____ By: _____

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

IN PRESENCE OF: _____ L. S.
Seller

_____ L. S.
Seller

_____ Address _____
Dated: _____ Phone _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

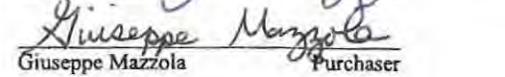
Dated _____ L. S.
Purchaser

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

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

This Agreement is contingent upon the following:

12. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of a single family home, consisting the following features:
 - Approximately 2,400 square feet as indicated on Attachment A
 - Full Basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2006 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
 - Exterior to be stone on front skirting and vinyl or aluminum siding on remainder of home as indicated on Attachment A
 - Attached garage will require a zoning variance from the Zoning Board of Appeals. Variance must be granted before issuance of Building Permit.
13. The Purchasers will be purchasing this property for \$10,000 which will be placed as a mortgage on the property payable if the property is sold or transferred in any manner within ten (10) years of the date of closing date. Should the property sell or is transferred in any manner before the ten (10) years have expired the entire purchase price plus all closing cost will be due immediately upon sale or transfer to the City of Wyandotte. The mortgage will be executed at time of closing.
14. If plans and unit installed with energy savings systems such as solar systems capable of supplying 1kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water then the City will reduce the balance of the promissory note by \$2,000.
15. This Agreement is further contingent upon the Purchaser undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the commencement of the building construction. Failure to undertake development or complete construction within the above time period will result in Seller's right to repurchase property including any improvements for \$1.00. A Deed Restriction will be placed on the property which will include this contingency.
16. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
17. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee which will be added to the mortgage at time of closing. These charges will be including into the mortgage.
18. Dirt shall be removed from the site at the Purchaser's expense.
19. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
20. This Agreement is subject to the approval of the Wyandotte City Council.


Nancy Mazzola Purchaser

Giuseppe Mazzola Purchaser

Dated: 10-14-16

CITY OF WYANDOTTE, Seller

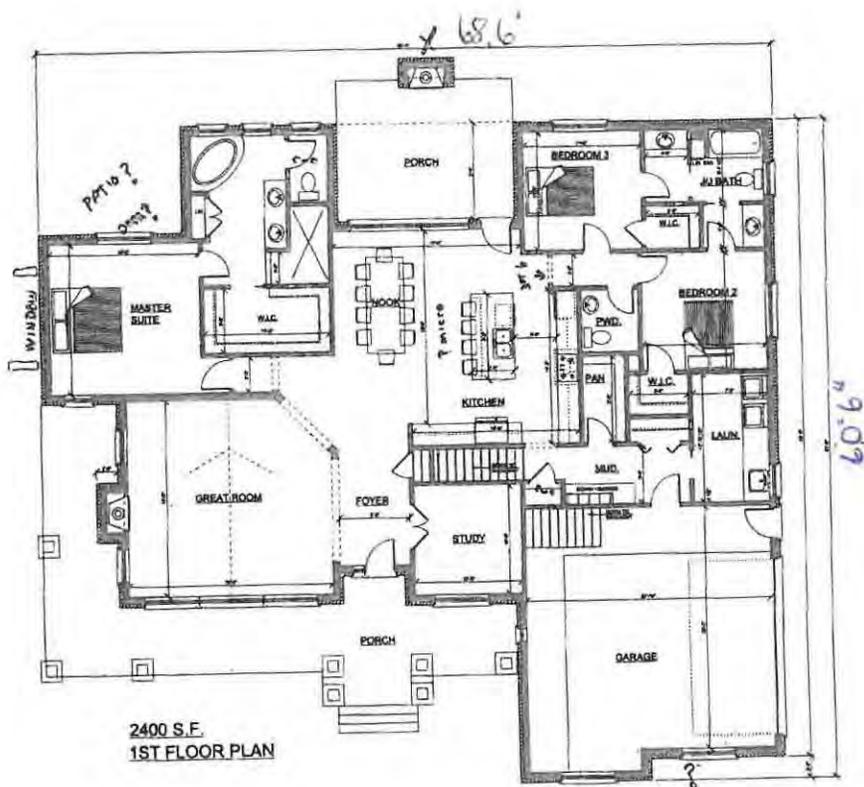
Joseph R. Peterson, Mayor

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

Dated: _____

Legal Department Approval _____

Attachment A



Build a **FUTURE**
in *Wyandotte*

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

Department of Engineering and Building
City of Wyandotte, Michigan

Mark A. Kowalewski,
City Engineer

INSTRUCTIONS AND CONDITIONS

Delivery

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

Separate Proposals

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

Expeditious Agreement

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

Terms of Sale

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

1. \$10,000 Cash plus all closing costs due at time of closing.
2. \$5,000 due at closing and \$5,000 plus closing cost (ie title commitment, recording fee, mapping fees) as a no interest fee lien on the property payable upon the next sale or if the property is remortgaged or transferred in any manner.
3. **\$10,000 placed as no interest fee lien on the property which also includes closing costs (ie title commitment, recording fee, mapping fees). This lien will be forgivable if the purchaser(s) occupy the property as their primary residences for ten (10) years.**

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

As Is Condition

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

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

Title Insurance

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

Taxes and Prorated Items

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

Neighborhood Enterprise Zones (NEZ)

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

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

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

This is a yearly savings of \$2,820.00

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

Closing Fee

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

Subdivision Precluded

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

Dirt Removal

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

Subject to Easement

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

Building Permit Prior to Closing

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

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

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

Timely Development

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

Guideline Price Not Binding

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

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

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

Reservation

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

REQUIREMENTS

Sales Price

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

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

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

Disclosure and Anti-Collusion

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

Deposit

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

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

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

Evaluation

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

Equalization Factor

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

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

Proof of residency will be required upon request.

BUILDING REQUIREMENTS

Harmony with Adjoining Residential Properties

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

Building Features

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

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

Suggested Minimum Features

One Story Building Minimum Features:

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

Two Story Building Minimum Features:

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

Corner Lots:

- a. Wrap around porches

BUILDING REQUIREMENTS

Required Feature

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

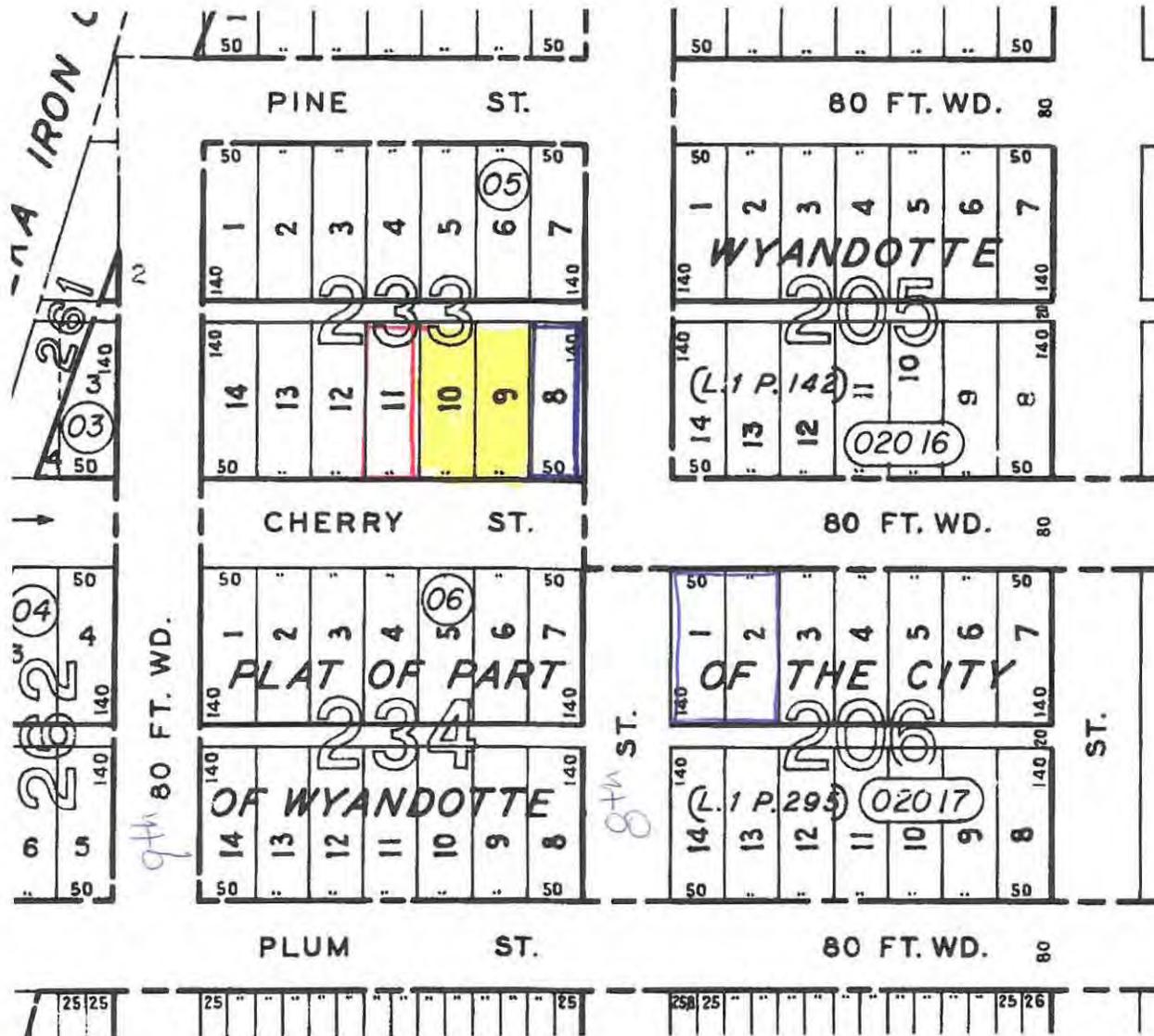
Standards

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

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

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

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



806 Cherry - LOT 8 PLAT OF PART OF THE CITY OF WYANDOTTE, BLOCK 233 T3S R11E, L1 P295 WCR
 Lot Size: 50' x 140'

Former 816-824 Cherry - Lot 9 and 10 Block 233 Plat of Part of Wyandotte - Owner City of Wyandotte
 Lot Size: 100' x 140'

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November ~~14~~²² 2016

AGENDA ITEM # ~~7~~²²

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

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

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

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shyrdal*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *ALT*

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

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 14, 2016

RESOLUTION by Councilperson _____

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

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

City of Wyandotte
Michigan

NEZ

3131 BIDDLE AVENUE 48192

(313) 246-4440

FAX: 246-4519 Administration

FAX: 246-4498 Clerk's Office

JAMES R. DeSANA, MAYOR

OFFICIALS

WILLIAM R. GRIGGS

CITY CLERK

ANDREW A. SWIECKI

CITY TREASURER

CHARLES F. BOSMAN

CITY ASSESSOR

COUNCIL

RICHARD T. KELLY
JOHNNY A. KOLAKOWSKI
SAM A. PALAMARA
MARK A. PARYASKI
HELEN M. SAWICKI
MARTIN J. SHIMKUS

December 8, 1992

Peter J. McInerney
Director of Community Development
City of Wyandotte

RESOLUTION

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

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

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

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

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

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

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

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

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

RESOLUTION DECLARED ADOPTED

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

WILLIAM R. GRIGGS
CITY CLERK

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

Application for Neighborhood Enterprise Zone Certificate

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

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

STATE USE ONLY	
▶ Application No.	▶ Date Received

PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)

Applicant Name Nancy and Giuseppe Mazzola			Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitation Facility <input type="checkbox"/> Transfer (1 copy only)		
Facility's Street Address 822 Cherry			Amount of years requested for exemption (6-15) 12		Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented
City Wyandotte	State MI	ZIP Code 48192	Name of City, Township or Village (taxing authority) Wyandotte		
Name of City, Township or Village (taxing authority) Wyandotte			Type of Property <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____		
County Wayne		School District Wyandotte	Name of LGU that established district Wyandotte City Council		Name or Number of Neighborhood Enterprise Zone NEZ #1
Name of LGU that established district Wyandotte City Council		Name or Number of Neighborhood Enterprise Zone NEZ #1	Date district was established 12/07/1972		
Identify who the work was completed by <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____			Estimated Project Cost (per unit)		

Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary.
construct a single family home with 2,400 square feet, full basement, 3 bedrooms, 2.5 bathrooms, attached garage.

Timetable for undertaking and completing the rehabilitation or construction of the facility.
Start construction fall 2016 complete and summer 2017

PART 2: APPLICANT CERTIFICATION

Contact Name Kelly Roberts	Contact Telephone Number (734) 324-4555
Contact Fax Number (734) 556-3179	Contact E-mail Address kroberts@wyan.org
Owner/Applicant Name	Owner/Applicant Telephone Number
Owner/Applicant Mailing Address (Street No., City, State, ZIP Code)	Owner/Applicant E-mail Address

I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.

I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.

Owner/Applicant Signature	Date

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
<input type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU City of Wyandotte			
Name of Assessor (First and last name) Thomas Wooddruff		Telephone Number (734) 324-4510	
Fax Number (734) 556-3179		E-mail Address assessor@wyan.org	
<i>I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.</i>			
Assessor's Signature			Date
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU:		The State Tax Commission requires the following documents be filed for an administratively complete application:	
<input checked="" type="checkbox"/> Exemption Approved for _____ Years (6-15)		<input type="checkbox"/> 1. Original Application	
<input type="checkbox"/> Exemption Approved for _____ Years (11-17 historical credits)		<input type="checkbox"/> 2. Legal description of the real property with parcel code #	
<input type="checkbox"/> Exemption Denied (include Resolution Denying)		<input type="checkbox"/> 3. Resolution approving/denying application (include # of years)	
Date of resolution approving/denying this application		<input type="checkbox"/> 4. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Clerk's Name (First and Last) Lawrence S. Stec		Telephone Number (734) 324-4563	
Fax Number (734) 556-3179		E-mail Address lstec@wyan.org	
Mailing Address 3200 Biddle Avenue		City Wyandotte	State mi
			ZIP Code 48192
<i>I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.</i>			
<i>I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.</i>			
Clerk Signature			Date

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

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

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

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

23
8

MEETING DATE: November ~~14~~²¹, 2016

AGENDA ITEM # 8

ITEM: Proposal to Place Barricade at 413 St. Johns, 5th Street Alley Entrance

PRESENTER: Mark A. Kowalewski, City Engineer 

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

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

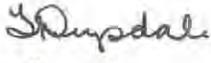
STRATEGIC PLAN/GOALS: This proposal to place an “alley closed” sign and a barricade in this alley is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

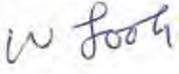
ACTION REQUESTED: Determine that placing a barricade in this alley is a necessary and beneficial public improvement, and adopt the prepared resolution.

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

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

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR’S RECOMMENDATION: 

LEGAL COUNSEL’S RECOMMENDATION: 

MAYOR’S RECOMMENDATION: 

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

RESOLUTION

Wyandotte, Michigan
November 14, 2016

RESOLUTION BY COUNCILPERSON _____

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

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

I move the adoption of the foregoing Resolution.

Councilperson _____

Supported by Councilperson _____

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

Joseph Mayhew

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

Joe Mayhew,

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

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

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

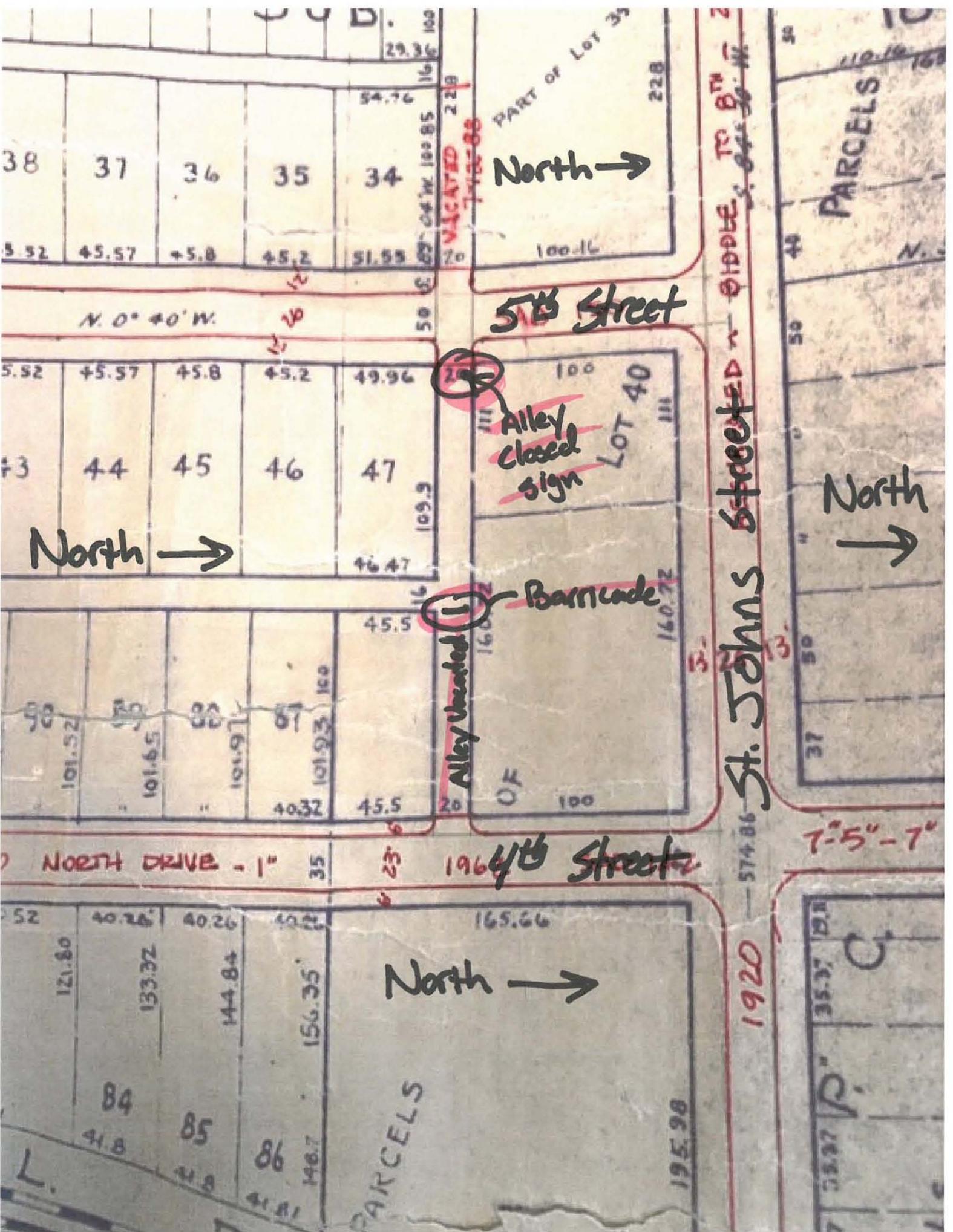
Mark,

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

We would appreciate your help.

Respectfully,

Joe



North →

5th Street

~~Alley Closed Sign~~

~~Barricade~~

~~Alley Vacated~~

MIDDLE ST. TO BTH W. 2ND ST. 50' W. 11'

St. Johns Street

North →

4th Street

North →

1920

7'-5" - 7'

PARCELS

PARCELS

PARCELS

PART OF Lot 33

LOT 40

OK

38	37	36	35	34
5.52	45.57	45.8	45.2	51.55

43	44	45	46	47
5.52	45.57	45.8	45.2	49.96

90	89	88	87
101.52	101.65	101.9	101.93

84	85	86
121.80	133.32	144.84
41.8	41.8	41.81

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November ~~14~~²⁴, 2016

AGENDA ITEM # ~~9~~²⁴

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

PRESENTER: Mark A. Kowalewski, City Engineer



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

BACKGROUND:

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

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

STRATEGIC PLAN/GOALS:

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

ACTION REQUESTED:

Approve award of contract to U.S. Lawns.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

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

IMPLEMENTATION PLAN:

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

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

Shrysdale

LEGAL COUNSEL'S RECOMMENDATION:

W Losh

MAYOR'S RECOMMENDATION:

ALP

LIST OF ATTACHMENTS:

Bid Summary
Proposed Resolution

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 14, 2016

RESOLUTION by Councilperson _____

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

Summary of Bids

2016 Snow Removal & Salt Application for Wyandotte City Hall

Compiled 10/26/16

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

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November ~~14~~²¹, 2016

AGENDA ITEM # **25a**

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

PRESENTER: Mark A. Kowalewski, City Engineer



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

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

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

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

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

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

Approved by Police & Fire Commission 11/15/16

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

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

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

Approved by Police & Fire
Commission 11/15/16

CITY ADMINISTRATOR'S RECOMMENDATION: *J. Dunsdale*

LEGAL COUNSEL'S RECOMMENDATION: *W. Looch*

MAYOR'S RECOMMENDATION: *John*

LIST OF ATTACHMENTS: Communication from Joseph Daly, communication from Greg Shelton with proposed layout of Maple Street and communication to Police & Fire Commission. *Minutes from the Police & Fire Commission 11/15/16*

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

Wyandotte, Michigan
November 21, 2016

RESOLUTION By Councilperson _____

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

RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE

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

The public right-of-way abutting:

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

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

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

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

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

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

RESOLVED FURTHER, that said estimates, plats and diagrams of said improvement and of the right-of-way to be improved will be so deposited with the City Clerk for public examination, said City Clerk shall give notice, according to the City Charter, of the proposed district to be specially assessed for said improvement and of the time and place when this Council will meet to consider said detailed estimate, plats and diagrams, and to hear objections thereto, and notice shall be given by said City Clerk, in writing, of the proposed district to be specially assessed for said improvements and of the time and place when this Council will meet to consider said detailed estimates, plats and diagrams, and to hear objections thereto, to each owner of, or party in interest in, property to be assessed, whose name appears upon the last local tax assessment records, by mailing by first class mail addressed to such owner or party at the address shown on the tax records, at least ten (10) days before the date of such hearing. The public hearing is scheduled for Monday December 12, 2016, at 7:00 p.m. in the Council Chambers of the Wyandotte City Hall.

AND BE IT RESOLVED FURTHER, that Maple Street from Biddle Avenue to Van Alstyne is approved as a one-way street east.

I move the adoption of the foregoing Resolution.

Councilperson _____

Supported by Councilperson _____

YEAS

COUNCILPERSON

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

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

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

That said Council will meet on Monday, **December 12, 2016**, at seven P.M., Local Time, in the Council Chambers in the City Hall of said City, 3200 Biddle Avenue, Wyandotte, Michigan, to hear objections to said improvement and to the said plats, estimates and diagrams, and to the proposed district to be assessed for said improvements, which shall consist of the lots, parts of lots and parcels of land in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

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

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

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

Dated at Wyandotte, Michigan, this ____ day of _____, 2016.

LAWRENCE S. STEC
City Clerk
City of Wyandotte

Sidwel # 57-011-15-0009-002
Estimated Cost \$ _____

OFFICIALS

Lawrence Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas Woodruff
CITY ASSESSOR



MAYOR
Joseph Peterson

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

Daniel Grant
Chief of Police

Department of Police
Administration

November 9, 2016

To: Police and Fire Commission
Chief of Police Daniel Grant

From: Inspector Brian Zalewski

Subject: Traffic Control Order-One Way Street Maple, Biddle Avenue to Vanalstyne Street.

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

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

Respectfully,

Brian Zalewski
Inspector

City of Wyandotte
Police Commission Meeting

Special Commission Meeting
November 15, 2016

ROLL CALL

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

Absent: None

Others Present: None

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

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

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

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Police Statistics – October 2016, Year to Date

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

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

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

2. Update on New Officers

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

**DALY
MERRITT
PROPERTIES,
INC.**

PROPERTY MANAGEMENT, DEVELOPMENT & BROKERAGE SERVICES

3099 Biddle Avenue
Wyandotte MI 48192

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

joe.daly@dalmerritt.com

November 2, 2016

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

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

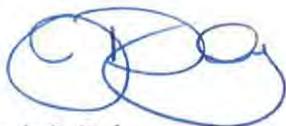
Dear Mayor and Council,

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

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

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

Thank you in advance for your consideration.



Joseph S. Daly
President



October 28, 2016

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

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

Dear Mayor Joseph R. Peterson:

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

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

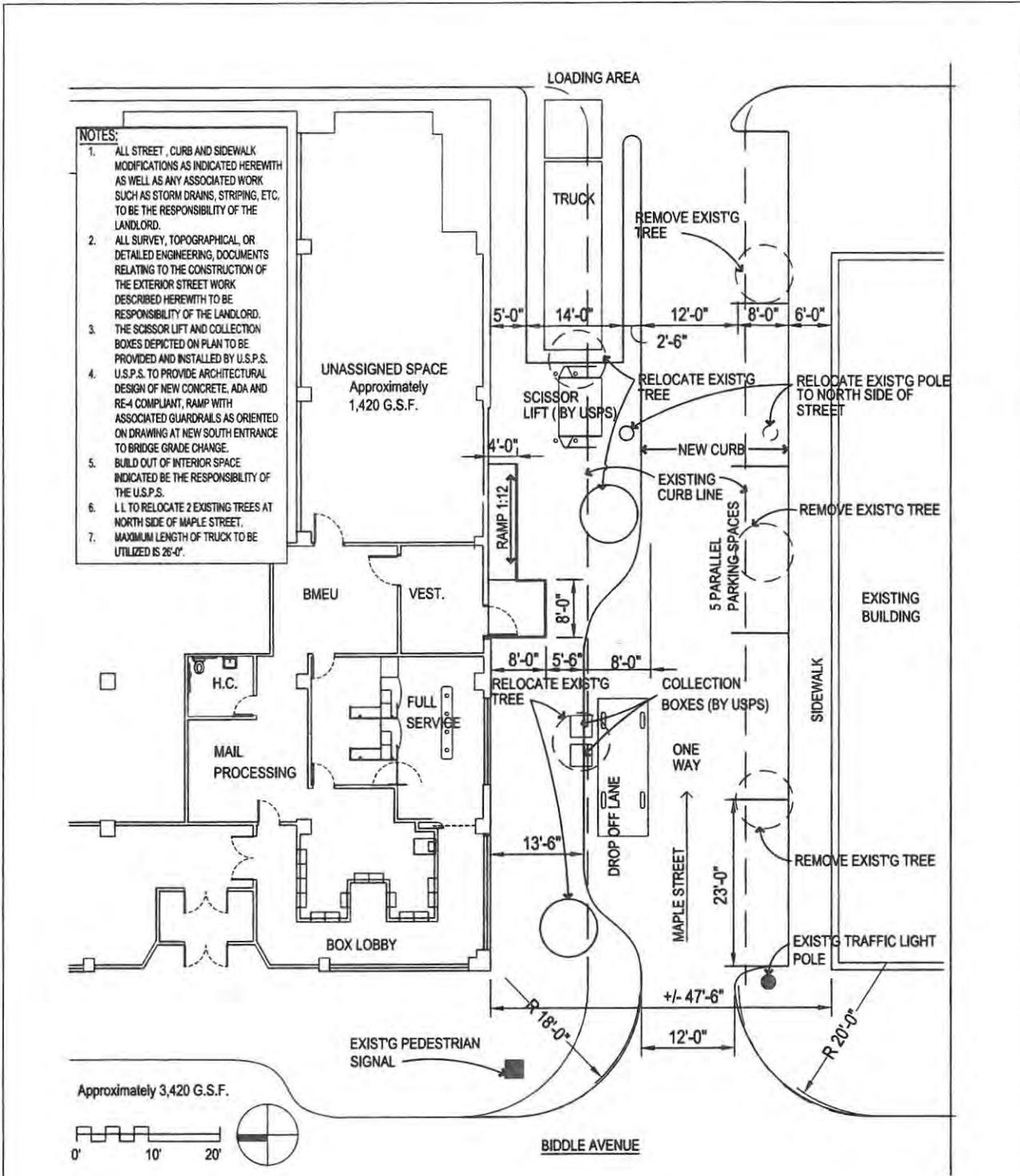
The Postal Service request a timely completion of changing the direction with all said work completed preferably no later than April 30, 2017.

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

Sincerely,

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

Attached: Site Plan



Proposed Wyandotte Post Office

3099 Biddle, Wyandotte, MI

Scale: See Drawing Date: 10.28.2016

Architects Project Number: 1998-304

USPS File Number: J24967

P-1g Scheme 7R
Parallel Parking



SIEGAL/TUOMAALA ASSOCIATES ARCHITECTS AND PLANNERS INC.

29200 northwestern hwy suite 160 southfield, mi 48034 p 248-352-0099 f 248-352-0088 www.sta-architects.com

COUNCIL

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

OFFICIALS

Thomas Woodruff
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
TREASURER



JOSEPH R. PETERSON
MAYOR

November 17, 2016

The Honorable City Council
City of Wyandotte
3200 Biddle Avenue
Wyandotte MI 48192

Gentlemen and Madam:

Enclosed is a copy of a letter I received from David Long of CBRE, the firm that represents the United States Postal Service (USPS) in their real estate transactions.

I am requesting that Mr. Long's letter be read into record and be highly considered when City Council votes on the post office relocation project, as we do not want to jeopardize losing a post office location in Wyandotte.

As you know, we have had a post office presence in the City of Wyandotte since 1855. The total elimination of a post office in our city would have a devastating effect on our entire community, its residents (including a substantial number of senior citizens) and businesses, as well as the visitors to our city that utilize our branch office to do their postal business while in Wyandotte.

Sincerely,

A handwritten signature in blue ink that reads "Joseph R. Peterson".

Joseph R. Peterson
Mayor

Enclosure



2000 Town Center
Suite 500
Southfield, MI 48075-1239

248 351 2051 Tel
248 353 8134 Fax

dave.long@cbre.com
www.cbre.com

David P. Long
Senior Associate

CBRE, Inc.
Retail Services

November 17, 2016

Honorable Joseph R. Peterson
Mayor
City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

Via electronic mail to: mayor@wyan.org

RE: United States Postal Service Wyandotte Facility - 3099 Biddle Avenue

Dear Mayor Peterson,

My firm represents the USPS in their real estate activities on a national basis. I am the person within CBRE Michigan handling the Wyandotte branch relocation.

USPS has formally executed a lease for the 3099 Biddle Avenue location. That was done on November 14, 2016.

Previously there were negotiations on another location in Wyandotte. Those negotiations were terminated on September 23, 2016.

If our proposed site plan is approved by Mayor and Council as presented, it is the United States Post Office's intention to move forward with construction at 3099 Biddle on an immediate basis.

THIS DOWNTOWN LOCATION IS OUR FIRST AND ONLY REMAINING CHOICE IN OUR EFFORT TO RETAIN A FACILITY WITHIN THE CITY OF WYANDOTTE.

Please feel free to contact me directly if additional clarification is needed.

Best regards,

David P. Long
CBRE

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November ~~14~~²¹, 2016

AGENDA ITEM # ~~11~~²⁶

ITEM: SALE OF VACANT PROPERTY SOUTH OF FORD AVENUE AND EAST OF 2ND STREET TO MJC TEMPLIN, LLC

PRESENTER: Mark A. Kowalewski, City Engineer 

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

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

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

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

I recommend this Amendment be approved.

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

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

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

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *SDysdal*

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

MAYOR'S RECOMMENDATION: *JRP*

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

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
November 14, 2016

RESOLUTION by Councilperson _____

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

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures contained on next page]

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

CITY OF WYANDOTTE,
a Michigan municipal corporation

By: _____
Name: Joseph Peterson
Title: Mayor

By: _____
Name: Lawrence S. Stec
Title: City Clerk

MJC TEMPLIN LLC,
a Michigan limited liability company

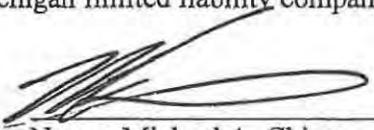
By:  _____
Name: Michael A. Chirco
Title: Manager

EXHIBIT A

Assembled Parcel Legal Description

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

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

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

EXHIBIT B-1

155 Ford Parcel Legal Description

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

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

Also known as 155 Ford Avenue, Wyandotte, MI 48192

EXHIBIT F

Form of First Option to Purchase

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

RECITALS

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

- B. The Purchase Agreement grants Seller the right to purchase back the Premises under certain circumstances, as more particularly set forth herein.

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

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

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

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

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

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

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

[Signature page immediately follows]

SELLER:
CITY OF WYANDOTTE,
a Michigan municipal corporation

By: _____
Name: Joseph Peterson
Title: Mayor

By: _____
Name: Lawrence S. Stec
Title: City Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

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

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

[Signatures continued on next page]

PURCHASER:
MJC TEMPLIN LLC,
a Michigan limited liability company

By: _____
Name: Michael A. Chirco
Title: Manager

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

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

Notary Public, _____
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by and when recorded return to:

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

EXHIBIT A TO FIRST OPTION AGREEMENT

Legal Description of Premises

Assembled Parcel Legal Description:

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

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

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

155 Ford Parcel Legal Description:

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

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

Also known as 155 Ford Avenue, Wyandotte, MI 48192

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

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

UNDER THE DATE OF: April 11, 2016

MOVED BY: Councilperson Fricke

SUPPORTED BY: Councilperson Sabuda

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

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

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

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

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

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on April 11, 2016, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.



Lawrence S. Stec
City Clerk

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 11, 2016

AGENDA ITEM # _____

ITEM: SALE OF VACANT PROPERTY SOUTH OF FORD AVENUE AND EAST OF 2ND STREET TO MJC TEMPLIN, LLC

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 45-16

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

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

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

This Purchase Agreement will accomplish the following:

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

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

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

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

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

IMPLEMENTATION PLAN: Closing on all properties and start development

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

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

MAYOR'S RECOMMENDATION:

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

For Your Information

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

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

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

Bill Look

PURCHASE AND SALE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Evidence of Title.**

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

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

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

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

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

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

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

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

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

Property of any current or future lender of Purchaser (and its successors and assigns), and shall execute such documents as reasonably requested by such lender(s) to evidence such subordination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Conditions Precedent; Architectural Features.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Default.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page immediately follows]

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

SELLER:
CITY OF WYANDOTTE,
a Michigan municipal corporation

By: _____
Name: Joseph Peterson
Title: Mayor

By: _____
Name: Lawrence S. Stec
Title: City Clerk

PURCHASER:
MJC TEMPLIN LLC,
a Michigan limited liability company

By:  _____
Name: Michael A. Chirco
Title: Manager

EXHIBIT A

Assembled Parcel Legal Description

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

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

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

EXHIBIT B-1

155 Ford Parcel Legal Description

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

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

Also known as 155 Ford Avenue, Wyandotte, MI 48192

EXHIBIT B-2

155 Ford Parcel Purchase Agreement

(See Attached)

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

William R. Look
Steven R. Makowski

Richard W. Loewak
(1912-1993)

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the City
XXXXXXX of
XXXXXX
Wyandotte Wayne County, Michigan, described as follows:

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

THE SALE TO BE CONSUMMATED BY: Paragraph A
(Fill out one of the four following paragraphs, and strike the remainder)

<i>Cash Sale</i>	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
<i>Cash Sale with New Mortgage</i>	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
<i>Sale to Existing Mortgage</i>	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
<i>Sale on Promissory Note</i>	D. Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a **Promissory Note acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Note in _____ payments **See Paragraph 12 on Addendum, which include interest payments at the rate of 5% per cent per annum; and which, _____ include prepaid taxes and insurance.
<i>Sale to Existing Land Contract</i>	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a complete Abstract of Title and Tax History, certified to a date later than the acceptance hereof. In lieu, thereof, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
<i>Time of Closing</i>	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Purchaser is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
<i>Purchaser's Default</i>	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<i>Seller's Default</i>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Title Objections</i>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u>
<i>Possession</i>	If the Seller occupies the property, it shall be vacated on or before <u>180 days after closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

<p><i>Taxes and Prorated Items</i></p>	<p>7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, <i>Fiscal Year</i> applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p> <p>8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p>
<p><i>Broker's Authorization</i></p>	<p>9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</p>

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

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

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

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI

~~for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.~~ However, if a new mortgage is being applied

Additional conditions, if any: See Addendum for additional Paragraphs 12 through 15 and Signatures

ADDENDUM TO PURCHASE AGREEMENT
155 FORD AVENUE
WYANDOTTE, MICHIGAN

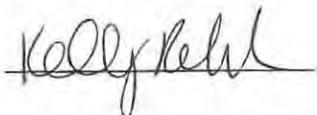
12. This property is being sold in an "as is" condition. Purchaser will be responsible for all demolition costs. Curtis and Rafaelita Bills, Husband and Wife, will have occupancy for 180 days after closing at no cost to Mr. and Mrs. Bills. Mr. and Mrs. Bills will be responsible for maintaining the property and for the payment of all utilities. Should Mr. and Mrs. Bills fail to vacate the property 180 days after closing and if legal proceedings are commenced to enforce any provisions of this Agreement, Mr. and Mrs. Bills shall be responsible and agrees to pay the City's reasonable attorney fees.

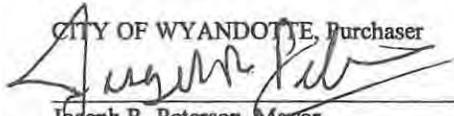
Seller shall maintain insurance on the dwelling, including liability insurance, which also names the Purchaser, City of Wyandotte, as an additional insured party in an amount satisfactory to the Purchaser. Proof of insurance will be required at time of closing. Seller is responsible to maintain it's own insurance to cover personal contents.

Mr. and Mrs. Curtis shall have salvage rights, but agree not to salvage any exterior windows, doors or siding. Property to remain secure at all times. Salvage to be completed before keys are surrendered to the City.

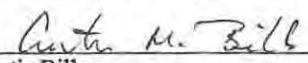
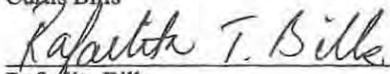
No other persons are allowed to live in premises without written permission of the Purchaser, City of Wyandotte.

13. This Agreement is contingent upon the City entering into a Sales Agreement with MJC Templin, LLC for this property and the City's successful completion of the closing with MJC Templin, LLC to acquire the west 34 Feet of Lot 2 except the south 32 feet of the west 30 feet therefore, Block 61 known as 155 Ford Avenue, Wyandotte. The closing with Mr. and Mrs. Bills and MJC Templin, LLC will take place simultaneously.
14. Seller will be responsible for title premium and transfer tax on Warranty Deed, which will be deducted at time of closing.
15. This Agreement is contingent upon the approval of the Wyandotte City Council.



CITY OF WYANDOTTE, Purchaser

Joseph R. Peterson, Mayor

William R. Griggs, Clerk

SELLER: Curtis and Rafaelita Bills

Curtis Bills

Rafaelita Bills

Dated: 4-11-14

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____ L.
S Purchaser

FIRST AMENDMENT TO PURCHASE AGREEMENT
BETWEEN
THE CITY OF WYANDOTTE
AND
CURTIS BILLS AND RAFAELITA BILLS

The Purchase Agreement dated March 25, 2014, for the property located at 155 Ford Avenue, Wyandotte, Michigan hereby amends Paragraph 3 Time of Closing as follows:

3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale on or before December 31, 2016.

All other terms and conditions shall remain in full force and effect.

Dated this 11 day of April, 2016.

In the Presence of:

[Signature]

City of Wyandotte, Purchasers

[Signature]

Joseph B. Peterson, Mayor

[Signature]

Lawrence S. Stec, City Clerk

SELLER: Curtis and Rafaelita Bills

[Signature]

Curtis Bills

[Signature]

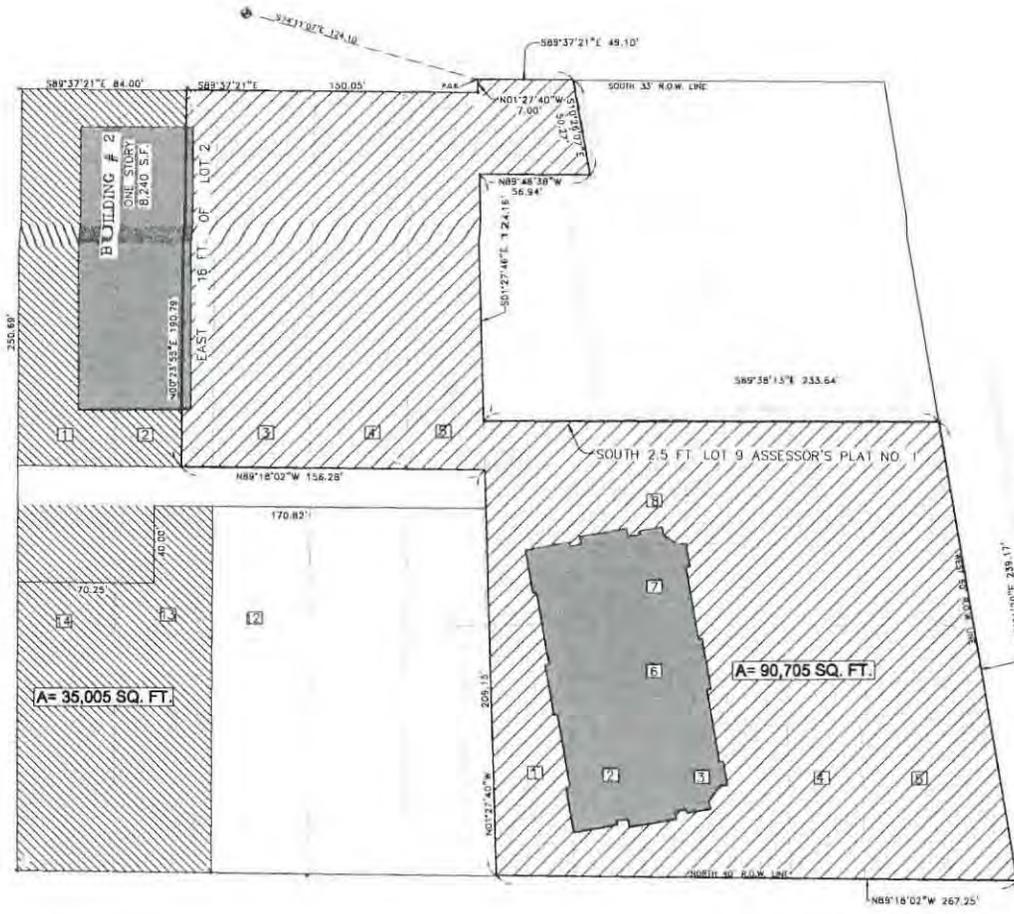
Rafaelita Bills

EXHIBIT C

Preliminary Site Plan

(See Attached)

FORD AVE. (VARIABLE R.O.W.)



EXISTING TEMPLIN PROJECT AREA
 FUTURE PHASE AREA

SPRUCE STREET

(80' R.O.W.)

LAND DEVELOPMENT CONSULTING SERVICES, INC. 4500 BOWEN PLANK, SUITE 2 MACQUIN, MI 48044 PHONE: (586)855-2350 FAX: (586)855-2351	
PROPOSED OFFICE CONDOMINIUMS PART OF FRACTIONAL SEC. 28, T.4.S., R.71E, CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN	
PROPOSED PHASE AREAS	
SHEET NO. 101 ROAD BOWEN PLANK RD., SITE 3 MACQUIN, MI 48044	SCALE: 1" = 30' DATE: 01-22-13 DRAWN BY: SPANAS CHECKED BY: SPANAS DRAWING NO.

EXHIBIT D

Form of Note

Promissory Note
Concerning Purchase of
Property from the City of Wyandotte

\$115,000.00

_____, 201_

For value received, the undersigned (hereinafter identified as "Maker") promises to pay to the order of the City of Wyandotte (hereinafter identified as "Payee"), the principal sum of One Hundred Fifteen Thousand and no/100 Dollars (\$115,000.00), together with interest from the date hereof upon the unpaid principal at a rate of zero percent (0%) per annum.

The principal and interest payment shall be due as follows:

The sum of Fifty-Seven Thousand Five Hundred and no/100 Dollars (\$57,500) shall be paid by Maker on _____, 201_ (i.e. the twelve (12) month anniversary of the date hereof). The remaining principal balance shall be paid upon the issuance of a final certificate of occupancy for the Building (as defined in that certain Purchase and Sale Agreement dated _____, 201_ between Maker and Payee); provided that the entire principal balance shall be paid on or before _____, 201_ (i.e. the twenty (20) month anniversary of the date hereof).

As security for payment of this note, the collateral described in that certain Mortgage dated as of the date hereof executed by Maker in favor of Payee has been pledged to Payee and Payee holds a security interest in such collateral.

In the event that default shall be made in the due and punctual payment of any of the required installments under the terms of this note, and provided Payee shall have given Maker twenty (20) days prior written notice of such default by first class mail and if Maker fails to cure said default, then the whole principal of this note remaining unpaid and all other liabilities under this note shall, unless Payee shall otherwise elect, immediately become due and payable without presentment, demand or notice of any kind. Also, in any such event, Payee shall have full power and authority at any time or times thereafter to exercise all or any one or more of the remedies allowed a secured party under the law of the State of Michigan against the collateral referred to above. In addition, Maker further promises to pay all costs of collection and reasonable attorney fees of Payee.

All parties to this note whether makers, endorsers or otherwise waive demand, presentment or notice of dishonor.

MJC TEMPLIN LLC,
a Michigan limited liability company

By: _____
Michael A. Chirco, Manager

EXHIBIT E

Form of Mortgage

Mortgage

THIS MORTGAGE ("Security Instrument") is given on _____, 201_. The mortgagor is MJC Templin LLC, a Michigan limited liability company whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044 ("Borrower"). This Security Instrument is given to the City of Wyandotte, a Michigan municipal corporation whose address is 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00). This debt is evidenced by Borrower's note date the same date as this Security Instrument ("Note"), which provides for payments, with the full debt, if not paid earlier, due and payable on _____, 201_ (i.e. the twenty (20) month anniversary of the date hereof). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications; (b) the payment of all other sums, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the City of Wyandotte, Wayne County, Michigan:

See legal description attached hereto as Exhibit A

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. ~~Paragraph 2 is WAIVED Funds for Taxes and Insurance.~~ Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits of accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to any of the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by the Security Instrument.

3. Application of Payments. All payments received by Lender shall be applied to the principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the prepayment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcements of the lien in, legal proceedings which in Lender's reasonable opinion

operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement reasonably satisfactory to Lender subordinating the lien to this Security Instrument. If Lender reasonably determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the Lien or take one or more of the actions set forth above within thirty (30) days of the receipt of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender reasonably requires. The insurance carrier providing that insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible then Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days after receipt of written notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is received.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraphs 1 and 2 or change the amount of the payments. Insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the

Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance is terminated in accordance with the Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower written notice prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation by any Governmental Agency other than Lender. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property (provided the condemnation is not by the City of Wyandotte), or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the written notice is received by Borrower, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successor and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without that Borrower's consent.

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in paragraph 18.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (except as contemplated by the Purchase and Sale Agreement dated _____, 201_ between Borrower and Lender) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is received within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 and 16.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Lender shall give written notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in paragraph 13. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law including foreclosure by advertisement. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

19. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to,

receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. Release. Lender shall release condominium units from the operation of this Security Instrument upon receipt of the required installment payment with respect to such condominium unit to be released. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Check applicable box(es):

- Adjustable Rate Rider Condominium Rider 2 - 4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider

[Signature page immediately follows]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

MJC TEMPLIN LLC,
a Michigan limited liability company

By: _____
Name: Michael A. Chirco
Title: Manager

STATE OF MICHIGAN)
) ss:
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by Michael A. Chirco as Manager of MJC Templin LLC, a Michigan limited liability company.

_____, Notary Public
_____, County, Michigan
My commission expires: _____
Acting in _____ County

Instrument drafted by and when recorded return to:

William R. Look
2241 Oak Street
Wyandotte, MI 48192

EXHIBIT A TO MORTGAGE

Legal Description

Assembled Parcel Legal Description

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

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

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

155 Ford Parcel Legal Description

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

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

Also known as 155 Ford Avenue, Wyandotte, MI 48192

EXHIBIT F

Form of First Option to Purchase

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

RECITALS

- A. Seller and Purchaser entered into a certain Purchase and Sale Agreement dated _____, 201_ (the "Purchase Agreement"), whereby Purchaser acquired from Seller certain real property located in the City of Wyandotte, County of Wayne, State of Michigan, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"). The term Premises as used herein includes any improvements located thereon.
- B. The Purchase Agreement grants Seller the right to purchase back the Premises under certain circumstances, as more particularly set forth herein.

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

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

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

2. Purchaser shall be required to develop or construct the Premises as follows:
 - a. Purchaser shall have completed constructing the building foundation within two (2) years of the Closing (as defined in the Purchase Agreement), and
 - b. Purchaser shall have completed placement of the roof upon the constructed building within four (4) years of the Closing.

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

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

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

[Signature page immediately follows]

SELLER:
CITY OF WYANDOTTE,
a Michigan municipal corporation

By: _____
Name: Joseph Peterson
Title: Mayor

By: _____
Name: Lawrence S. Stec
Title: City Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

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

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

[Signatures continued on next page]

PURCHASER:
MJC TEMPLIN LLC,
a Michigan limited liability company

By: _____
Name: Michael A. Chirco
Title: Manager

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

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

Notary Public, _____
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by and when recorded return to:

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

EXHIBIT A TO FIRST OPTION AGREEMENT

Legal Description of Premises

Assembled Parcel:

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

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

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

155 Ford Parcel:

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

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

Also known as 155 Ford Avenue, Wyandotte, MI 48192

EXHIBIT G

Form of Warranty Deed

WARRANTY DEED (CORPORATION)

Known all men by these presents that the Grantor(s), City of Wyandotte, a Michigan municipal corporation, by Joseph R. Peterson, Mayor, and Lawrence S. Stec, City Clerk,

whose address is 3200 Biddle, Wyandotte, Michigan 48192,

convey(s) and warrant(s) to Grantee(s), MJC Templin LLC, a Michigan limited liability company,

whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044,

the following described premises (the "Property") situated in the City of Wyandotte, County of Wayne, State of Michigan:

Assembled Parcel:

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

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

155 Ford Parcel:

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

Also known as 155 Ford Avenue, Wyandotte, MI 48192

for the sum of \$250,000 (Two Hundred Fifty Thousand and 00/100) subject to easements and building and use restrictions of record if any.

Exempt under MCL 207.505(h) (i) and MCL 207.526 (h) (i)

[Signature page immediately follows]

Purchase and Sale Agreement
Exhibit G – Form of Warranty Deed

Dated this ____ day of _____, 201_

CITY OF WYANDOTTE,
a Michigan municipal corporation

By: _____
Name: Joseph Peterson
Title: Mayor

By: _____
Name: Lawrence S. Stec
Title: City Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

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

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

EXHIBIT H

Form of Escrow Agreement

_____, 201_

Minnesota Title Agency
7326 Allen Road
Allen Park, Michigan 48101

Re: Your Escrow Number: _____
Seller: City of Wyandotte
Purchaser: MJC Templin LLC

To Whom It May Concern:

Deposited with you herewith is (i) a copy of that certain Purchase and Sale Agreement dated _____, 201_ between Purchaser and Seller (the "Purchase Agreement"), (ii) a copy of an executed Promissory Note dated _____, 201_ from Purchaser to Seller (the "Note"), (iii) a copy of an executed Mortgage dated _____, 201_ from Purchaser to Seller (the "Mortgage"), and (iv) seven (7) fully executed Partial Discharges of Mortgage (the "Partial Discharges") which do not contain legal descriptions, all of which are to be held in escrow by Minnesota Title Agency for delivery under the terms and conditions contained herein.

Please note that under Paragraph 8(e) of the enclosed Purchase Agreement you are authorized and directed to receive and disburse to Seller all payments under the Note. Subject to the terms and conditions set forth below, you shall remit such proceeds to 3200 Biddle Avenue, Wyandotte, Michigan 48192, Attention: Mark Kowalewski.

Upon receipt by you of satisfactory evidence that Purchaser has paid all sums necessary to obtain a release of a portion of the Property (as defined in the Purchase Agreement) from the operation of the Mortgage and receipt by you of the necessary recording fees to record a Partial Discharge, you are authorized and directed to (i) attach the legal description of that portion of the Property to be released (which will be provided by Purchaser) as Exhibit A to one (1) of the Partial Discharges, (ii) date and insert the recording information for the Mortgage on the Partial Discharge, and (iii) record the Partial Discharge with the Wayne County Recorder's Office.

Upon receipt by you of satisfactory evidence that all sums due under the Note have been paid in full by Purchaser to Seller and receipt by you of the necessary recording fees to record a Partial Discharge, you are authorized and directed to (i) attach the legal description of that portion of the Property which has not theretofore been released from the operation of the Mortgage (which will be provided by Purchaser) as Exhibit A to one (1) of the Partial Discharges, (ii) date and insert the recording information for the Mortgage on the Partial Discharge, and (iii) record the Partial Discharge with the Wayne County Recorder's Office.

You shall be liable only to hold the Partial Discharges in accordance with the provisions herein, it being expressly understood that by acceptance of this escrow you are acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses. In the event of any disagreement among Seller and Purchaser, resulting in

adverse claims and demands being made in connection with this Escrow Agreement, you shall be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of any documents or instruments then held by you under this Escrow Agreement, and in so doing, you shall not become liable in any way for such refusal, and you shall be entitled to continue to refrain from acting until: (a) the rights of Seller and Purchaser shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction; or (b) all differences shall have been adjusted by agreement and you shall have been notified in writing of such an agreement signed by Seller and Purchaser. Furthermore, you shall have the right, at any time after a dispute between Seller and Purchaser has arisen, to deliver the Partial Discharges to any court of competent jurisdiction for delivery to the appropriate party, at which point your obligations under this Escrow Agreement shall terminate.

Please endorse the three (3) enclosed copies of this communication acknowledging your receipt of the aforesaid escrow deposit and your acceptance of this escrow and return such copies directly to the undersigned.

SELLER:
CITY OF WYANDOTTE,
a Michigan municipal corporation

By: _____
Name: Joseph Peterson
Title: Mayor

By: _____
Name: Lawrence S. Stec
Title: City Clerk

PURCHASER:
MJC TEMPLIN LLC,
a Michigan limited liability company

By: _____
Name: Michael A. Chirco
Title: Manager

The undersigned hereby acknowledges receipt of the aforesaid escrow deposit and agrees to hold the same in escrow for delivery in accordance with the terms and conditions of the foregoing escrow letter.

MINNESOTA TITLE AGENCY

By: _____
Name:
Title:

EXHIBIT I

Form of Lien

Lien on Property to Secure Agreement for Reimbursement

The parties acknowledge, as of this ___ day of _____, 201_, that part of the consideration for the sale of the property described herein (the "Property") pursuant to a Purchase Agreement dated _____, 2016 between MJC Templin LLC whose address is 46600 Romeo Park Road, Suite 5, Macomb, Michigan 48044, ("Purchaser") and the City of Wyandotte ("Seller") whose address is 3200 Biddle Avenue, Wyandotte, MI 48192, was to have the Property generate tax revenue in future years.

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

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

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

For example, if any of the Property (including buildings or structures thereon) becomes tax exempt five (5) years after the date of the sale to Purchaser by Seller, and the expected taxable value is \$50,000 for the year, the lump sum will be computed as follows:
 $\$50,000.00 \times 0.020 \text{ mills} \times 15 \text{ years} = \$15,000.00$

The lump sum is due and payable on or before the date any of Property (including building or structures thereon) becomes eligible to be tax exempt or is transferred, sold or converted to a tax exempt entity (whichever occurs first) and this agreement for reimbursement shall survive the closing of the Property and shall remain in effect for twenty (20) years from the date of closing and constitutes a lien (which may be enforced by foreclosure, including foreclosure by advertisement) on the Property described herein for twenty (20) years from the date the Property is sold to Purchaser by Seller. This Agreement is an obligation for repayment and is also a lien on Property to secure agreement for reimbursement and shall run with the land and be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. Seller agrees that this lien is

subordinate to the interest in the Property of any current or future lender of Purchaser (and its successors and assigns), and shall execute such documents as reasonably requested by such lender(s) to evidence such subordination.

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

Assembled Parcel:

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

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

155 Ford Parcel:

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

Also known as 155 Ford Avenue, Wyandotte, MI 48192

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

[Signature page immediately follows]

SELLER:
CITY OF WYANDOTTE,
a Michigan municipal corporation

By: _____
Name: Joseph Peterson
Title: Mayor

By: _____
Name: Lawrence S. Stec
Title: City Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

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

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

[Signatures continued on next page]

PURCHASER:
MJC TEMPLIN LLC,
a Michigan limited liability company

By: _____
Name: Michael A. Chirco
Title: Manager

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

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

Notary Public, _____
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by and when recorded return to:

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

REQUEST FOR REQUEST FOR COUNCIL ACTION

21

MEETING DATE: November ~~14~~, 2016

AGENDA ITEM #

~~12~~
27

ITEM: Zoning Ordinance Amendment – Article XXIV – General Provisions, Section 2408 – Signs

PRESENTER: Stan Pasko, Vice-Chairperson Planning Commission

INDIVIDUALS IN ATTENDANCE: Stan Pasko, Vice-Chairperson Planning Commission; Mark Kowalewski, City Engineer

BACKGROUND: On September 19, 2016, the City Council referred communications from Chelsea Group LLC, and the City Engineer regarding the Sign Ordinance to the Planning Commission. The City Engineer, City Attorney and City Planner submitted changes to the Sign Ordinance to the Planning Commission which is attached and the changes are shown in red. A public hearing was held on October 20, 2016, to hear comments on the proposed changes. The Planning Commission passed a Resolution agreeing with all recommended changes. See attachment minutes.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in promoting the finest in design, amenities and associated infra-structure improvements in all new developments and establishing a unique historic, cultural and visual identity for Wyandotte as a destination city within the region.

ACTION REQUESTED: Adopt a resolution to receive and place the communication from the Planning Commission and schedule the 1st reading of the ordinance.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Hold the 1st and Final reading of the Ordinance and implement the new Ordinance.

COMMISSION RECOMMENDATION: Recommendation by the Planning Commission October 20, 2016

CITY ADMINISTRATOR'S RECOMMENDATION:

J. Rysdal

LEGAL COUNSEL'S RECOMMENDATION: W. Look Review Ordinance

MAYOR'S RECOMMENDATION:

J.P.

LIST OF ATTACHMENTS: Minutes from Planning Commission meeting of October 20, 2016, proposed Ordinance changes and Ordinance for first reading.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 14, 2016

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the Planning Commission, regarding changes to Article XXIV – General Provisions, Section 2408 - Signs is hereby received;
AND

BE IT FURTHER RESOLVED that Council schedules the 1st reading of the ordinance.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, October 20, 2016, Meeting
MINUTES AS RECORDED

The meeting was called to order by Vice Chairperson Lupo at 6:30 p.m.

COMMISSIONERS PRESENT: Adamczyk, Benson, Duran, Lupo, Mayhew, Rutkowski, Sarnacki

COMMISSIONERS EXCUSED: Parker, Pasko

ALSO PRESENT: Ben Tallerico
Peggy Green, Acting Recording Secretary

COMMUNICATIONS:

MOTION BY COMMISSIONER SARNACKI, supported by Commissioner Duran to place all communications on file. MOTION PASSED.

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER BENSON, supported by Commissioner Adamczyk to approve the minutes of the Meeting of September 15, 2016. MOTION PASSED.

MOTION BY COMMISSIONER BENSON, supported by Commissioner Adamczyk to extend the time frame until November 15 for the two new outdoor cafes as outlines in the new ordinance that was adopted. MOTION PASSED.

OLD BUSINESS:

None

NEW BUSINESS:

PUBLIC HEARING: Amendments to the City of Wyandotte Zoning Ordinance Article XXIV General Provisions, Section 2408 Signs for the City of Wyandotte.

- a. Council Resolution
- b. Proposed Changes to the Sign Ordinance
- c. Communication from City Engineer, City Attorney, City Planner

MOTION BY COMMISSION BENSON, supported by Commissioner Adamczyk to place the Council Resolution on file.

YES: Adamczyk, Benson, Duran, Lupo, Mayhew, Rutkowski, Sarnacki

NO: None ABSENT: Parker, Pasko

MOTION PASSED

MOTION BY COMMISSION BENSON, supported by Commission Mayhew that the Planning Commission approves the changes to the Sign Ordinance as presented and hereby refers same to the City Council for their approval.

YES: Adamczyk, Benson, Duran, Lupo, Mayhew, Rutkowski, Sarnacki

NO: None ABSENT: Parker, Pasko

MOTION PASSED

PERSONS IN THE AUDIENCE:

None

OTHER BUSINESS:

Monthly Report from Ben Tallerico, Beckett & Raeder. Mr. Tallerico discussed the report that he had submitted to the Board. The marijuana act will take 15 months before it goes into effect, and there are legal questions.

Commissioner Benson expressed concern regarding Senate Bill 1060, allowing improvement to nonconforming properties, and how this would affect accomplishing the master plan.

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER Rutkowski, supported by Commissioner Benson to:
Pay Beckett & Raeder for Planning Consultant fee for October 2016 in the amount of \$700.00

YES: Adamczyk, Benson, Duran, Lupo, Mayhew, Rutkowski, Sarnacki

NO: None ABSENT: Parker, Pasko MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER BENSON, supported by Commissioner Duran to adjourn the meeting at 7:30 p.m.

PUBLIC HEARING: Amendments to the City of Wyandotte Zoning Ordinance Article XXIV General Provisions, Section 2408 Signs for the City of Wyandotte.

- a. Council Resolution
- b. Proposed Changes to the Sign Ordinance
- c. Communication from City Engineer, City Attorney, City Planner

Commissioner Lupo opened the hearing and asked if there was anyone present who wish to speak about this hearing.

Mr. Tallerico informed the Board that the sign ordinance changes are from the Court Case Reed vs. Gilbert in Arizona. There was a 9-0 vote on the Supreme Court, and it is highly likely that all sign ordinances will change. The ordinance was reviewed by Legal, City Engineer, and himself, and will be presented to Council any changes should be in front of Legal at the Council Meeting.

Commissioner Mayhew commented that about signs advertising when there is no business there anymore. Mr. Tallerico stated that this could be addressed under the blight ordinance.

Commissioner Benson commented that the design review for historical reasons has been removed.

Commission Benson questioned why is design review being removed.

Mr. Tallerico explained to the Board that there had been discussion with Legal, and the Design Review is not definitive in place to be more compatible, to be arbitrary to be defendable.

Commissioner Benson commented about Page 6, paragraph 3, removing product. Mr. Tallerico explained that you cannot differentiate.

Commissioner Benson commented on Page 7 the terms public or private, and asked if it covered both. Mr. Tallerico explained that if it is not mentioned, means both.

Commissioner Benson commented on Page 11, no more time and temperature. Mr. Tallerico explained that you cannot distinguish.

Commissioner Mayhew commented about being able to park vehicles where you want. Mr. Tallerico explained that the Court is not consistent on that.

Commissioner Benson commented on Page 16, why remove garage and sale signs. Mr. Tallerico explained that you can't regulate. You could call it a portable sign and require a permit, you can't differentiate signs between bake sales, house sale, and garage sale.

Commissioner Benson commented on political and rental signs no requiring a permit. Mr. Tallerico explained that you can not distinguish.

Commissioner Mayhew commented on Page 21, the size of the sign. There was discussion, and it appears that the size can be 32 square feet.

Commission Benson commented on Page 23, #2, "remove", makes it more consistent.

Gilbert Rose, 2894 VanAlstyne, Wyandotte.

Mr. Rose stated that he owns 3 buildings in Wyandotte and for the last 3 years has wanted to put a digital sign on the west side of Chelsea (2944 Biddle), and with this new ordinance, he will be permitted to do that.

Mr. Rose passed out a picture of what he wanted to do. Mr. Rose stated that his building is 30' wide, and discussed the size of the signs on the building and he would be left with 32-1/2 square feet, and he wants to invest \$25,000 in the sign. The sign would be good for business and also display civic messages, but Mr. Rose added that 32-1/2 would be too small to accomplish this and what could he do to rectify this.

Commissioner Mayhew stated that he could remove some of the existing signage.

Mr. Rose explained that if he did this, there would be holes in the brick, and he does not want to replace the awning.

Mr. Tallerico explained to Mr. Rose that he could appeal to the Zoning Board of Appeals and Adjustment that is what the Board is for the unique situations. Mr. Tallerico added that this is an option, or he could ask this Board to add to the ordinance.

There was discussion regarding painting the awning, to remove some signage.

Mr. Rose stated that he will apply for a permit then it will be denied, that he can appeal it.

Mr. Tallerico suggested to Mr. Rose that he wait until Council approves the Ordinance, and there will be two (2) hearings on this.

There being no further discussion, the hearing was closed.

One (1) communication was received from the City Engineer, City Attorney and City Planner.

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

October 13, 2016

Stan Pasko, Chairperson
Planning Commission
City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan

RE: Revisions to the Sign Ordinance

Dear Chairperson Pasko:

The City's Sign Ordinance needs to be amended to reflect the decision of the United States Supreme Court decision *Reed v. Town of Gilbert, Arizona*. The attached proposed changes remove content based messages currently in the requirements of Wyandotte's Ordinance to achieve this compliance.

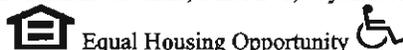
Also, the City Council has recommended that the proposed changes to the Sign Ordinance include language for signs in the Central Business District (CBD) to allow electronic changeable digital message signs on locations that are not visible from Biddle Avenue and include the necessary restrictions to protect the harmony and historical nature of the CBD.

Beginning with the St. Mary's Treaty with the Indians in 1818, Wyandotte began to be settled by non-native Americans. John Clark was one of the first known settlers who occupied the former log house of the Indian Chief, Blue Jacket. A village developed with a distinct downtown. Wyandotte became a City in 1867.

The City's adopted Strategic Plan indicates, "We are committed to historic preservation and legacy initiatives as they are a critical element to the future of the City". The City's zoning ordinance incorporated restrictions and standards that preserve these historical elements.

Recently, the Historical Commission identified sixteen (16) historical locations in the CBD and has placed historical markers on the buildings. Fourteen (14) of the locations are in the CBD on Biddle Avenue between Oak Street and Eureka Avenue. The remaining two (2) locations are on Biddle Avenue at Pine Street within the Planned Development (PD) Zoning District. The Historical Commission provided a walkable map to visitors called "The Museum In The Streets" so the public can enjoy this walk down Biddle Avenue (enclosed).

3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192 734-324-4551 • Fax 734-324-4535 email: engineering1@wyan.org



An Equal Opportunity Employer

The Historical Commission did not identify any locations on streets other than Biddle Avenue. Electronic digital message signs by their nature are very bright to attract attention. These types of signs are NOT historical in nature. In fact, these type of signs are the very opposite of historical. A sign visible from Biddle Avenue on a side street would distract from the historical ambiance of a walk on Biddle Avenue.

Therefore, to include electronic digital message signs in the CBD there needs to be a balance to create a harmony with the historical nature of the CBD and need for new technology. The proposed ordinance changes allow these signs in the CBD but only on limited streets and only on buildings that face west away from Biddle Avenue.

The above is a good compromise and we recommend this ordinance be recommended for approval to the City Council.

Very truly yours,

Mark A. Kowalewski

William R. Look

Ben Tallerico

Mark A. Kowalewski
City Engineer

William R. Look
City Attorney

Ben Tallerico
City Planner

MAK/WRL/BT:kr

Enclosure

Welcome to Wyandotte on the water!

From the earliest times, the Great Lakes and their connecting rivers were the primary means of transportation for this region. This area was a choice spot for settlement of Native American, French and English settlers.

The Wyandot (Wendat) followed their French allies to this region, and in 1732 established the village of Maquaqua (Monguagon). The area proved ideal for hunting, fishing trapping and farming.

The struggle between the French and British empires in North America entangled the Wyandot in conflict during Pontiac's rebellion in 1763 and again during the War of 1812.

It was that later conflict that brought many more white settlers into the area. In 1835, a veteran of that war, Major John Biddle, built his country estate here.

The village of Wyandotte came into existence in 1854 when Eber Ward chose this site for his Eureka Iron Works. The plant was the first to use the Bessemer process in manufacturing.

The railroads arrived in the 1850's, and a large shipyard opened in 1871 that built and launched iron-hulled freighters and excursion boats, including the Boblo boat *S. S. Columbia*. In the 1890's, the Michigan Alkali established a large chemical plant that continued as Wyandotte Chemicals and is known today as BASF Wyandotte.

Wyandotte incorporated as a city in 1867 and has a long history of maintaining an independent identity. In the 1890's, it established its own power and water utilities.

From 1904 to 1924, the city expanded to the south, north and west.

From the beginning of the village, a thriving business district developed along Biddle Avenue. The 16 stops along this walking tour highlight in words and images some of that history.

Along your tour you will pass many delightful shops filled with unique items. We are pleased you have chosen to spend some time in our friendly and historic downtown district.



Wyandotte Historical Society's The Museum in the Streets® Committee:

Nan Wesser, Kenneth Navarre,
Wallace Hayden, George Gouth

*Since 1958, the Wyandotte Historical Society
has been dedicated to preserving,
documenting and displaying local history.*

Come join us!

(734) 324-7299

2624 Biddle Avenue

*The Wyandotte Historical Society would like to
thank the following for helping with this project:*

The City of Wyandotte, the Bacon Memorial
District Library, the Wyandotte Museum, the
Downtown Development Authority
and the Wyandotte Business Association

Cover: *Steamer Tashmoo*

THE MUSEUM IN THE STREETS® is a trademark owned and protected.
www.TheMuseumInTheStreets.com • info@themuseuminthestreets.com

THE MUSEUM IN THE STREETS®



*A heritage walking tour of
the City of Wyandotte, Michigan*



Welcome to
BIDDLE AVENUE



1 HOTEL ARLINGTON



2 R. P. McMURPHY'S



3 THOMAS DRUG STORE



4 FIRST FIRE STATION



5 MELODY BROTHERS BUILDING



6 THE TRIANGULAR CORNER



7 NEISNER'S DIME STORE



8 MILKINS JEWELERS



9 MARX OPERA HOUSE



10 BIDDLE NORTH OF EUREKA



11 SHIPBUILDING



12 POLICE STATION



13 THE NINE LIVES OF 3225 BIDDLE AVENUE



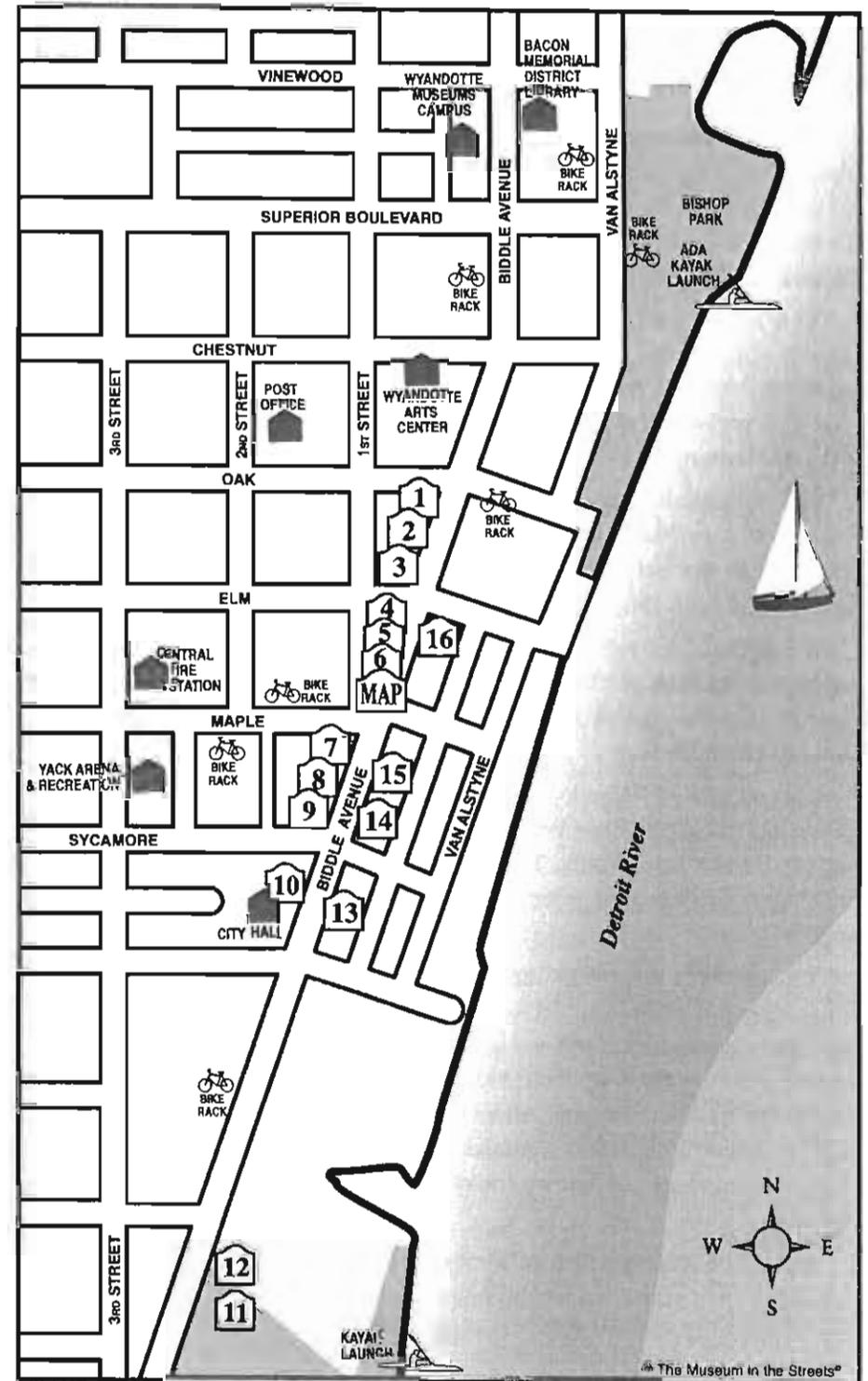
14 MAJESTIC THEATRE



15 CARNEGIE LIBRARY



16 EUREKA IRON WORKS & WYANDOTTE SAVINGS BANK



2408 DEFINITIONS SIGNS |

Any public displayed sign, symbol or notice on a premise to advertise the business or activity there transacted, or name of person or firm conducting said business or activity on premise, or directing to some other locale, shall be regulated as follows:

- A. All plans for the erection of signs shall be submitted to the City of Wyandotte Engineering and Building Department for review and approval and shall be further subject to all codes and ordinances of the City of Wyandotte.
- B. Prior to the erection of a sign in a public right-of-way or overhanging a public right-of-way, the sponsor of such sign shall receive the approval of the proper governmental agency (city, county or state) having jurisdiction over such right-of-way. The City may require a bond to be provided for any sign in or overhanging a public right-of-way.
- C. After the effective date of this ordinance, all new signs within the City of Wyandotte shall conform to the Wyandotte Building Code and Zoning ordinance.
- D. Existing signs in need of repair may be repaired provided the cost of repairs does not exceed fifty (50) percent of the replacement cost for the entire sign (in the judgment of the Building Official). If it does, then the sign must be replaced and must conform to code.
- E. Definitions:
 - 1. Sign: Any device (including but not limited to letters, words, numerals, figures, emblems, pictures, or any part of combination) used for visual communication to attract the attention of the public and visible from the public right-of-way or other properties. The term sign shall not include any flag, badge, or insignia of any governmental unit, nor shall include any item of merchandise normally displayed within a window of a business.
 - 2. Off-premise sign: A sign that advertises activities, goods, products, etc., that are available elsewhere than within the building or on the lot where the sign is located (a billboard, for example Fig. 11)
 - 3. Awning sign: A sign on or attached to a temporary retractable shelter that is supported entirely on the exterior wall of a building. (Fig. 17)
 - 4. Bench sign: A sign painted, ~~placed on~~ or attached to a ~~bench~~ ~~bench~~ ~~advertising activities, goods, products of a business.~~ (Fig. 18)
 - 5. Canopy sign: A sign on or attached to a permanent overhanging shelter that projects from the face of the building and is supported only partially by the building. (Fig. 19)
 - 6. Changeable message sign: A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or surface of the sign. ~~A sign on which the only copy that changes is an electronic~~

2408 DEFINITIONS OF SIGNS

or mechanical identification of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this ordinance. When any particular type of sign is also an electronic message sign, the requirements and restrictions for electronic message signs take precedence. In addition, the size of the electronic sign shall be based upon the type of sign being utilized (example: wall, ground and pole).

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~~7.~~ 7. Construction Signs: A sign which is not of a permanent nature and is utilized during the construction of a new building or major remodeling.

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~~7-8.~~ 7-8. Decorative display: A decorative, temporary display designed for the aesthetics or cultural enrichment of the public and having no direct or indirect sales or advertising content. (Fig. 1)

~~8-9.~~ 8-9. "A" Frame Temporary sign: A sign other than a ground sign or portable sign which is not attached to a building and is capable of being moved on the same zoning lot and is only allowed to be displayed during hours of operation and is capable of being moved by one person (Fig. 2).

~~9-10.~~ 9-10. Ground sign: A permanent display sign mounted directly and permanently in and upon the ground surface and having a height not in excess of six (6) feet. (Fig. 16)

~~10-11.~~ 10-11. Marquee sign: A sign on or attached to a permanent overhanging shelter that projects from the face of the building and is supported entirely by the building. (Fig. 5)

~~11-12.~~ 11-12. Pole or Pylon sign: A display sign supported by one (1) or more columns, uprights or braces set a minimum forty two (42) inches below ground surface and having a height in excess of eight (8) feet. (Fig. 3)

~~12-13.~~ 12-13. Portable sign: A sign and sign structure which is designed to facilitate the movement of the sign from one zoning lot to another. The sign may or may not have wheels, changeable lettering and/or hitches for towing. (Fig. 4)

~~13-14.~~ 13-14. Projecting sign: Projecting sign means a sign which is affixed to any building or structure, other than a marquee, and any part of which extends beyond the building wall or structure more than fifteen (15) inches. (Fig. 8)

~~14.~~ 14. Real Estate sign: A sign which advertises property for sale or lease. (Fig. 7)

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15. Roof sign: A display sign which is erected, constructed and maintained on or above the roof of the building and supported on the building roof. (Fig. 6)

16. Sign Frontage: The length in feet of the ground floor level of a building front or side facing a street that is occupied by a business or businesses.

17. Temporary sign: A display sign, banner or other advertising device constructed of paper, cloth, canvas, fabric, plastic or other light temporary material, inflated devices with or without a structural frame, ~~but not including decorative displays for holidays or public events.~~ (Fig. 10)

~~17-18.~~ Transitory Sign: A sign which is not of a permanent nature and exists for a short time. [Fig 7]

~~18-19.~~ Vehicle sign: A sign attached to a vehicle or placed within or upon such vehicle which advertises products for sale other than the identification of the vehicle owner or operator. (Fig. 15)

~~19-20.~~ Wall sign: A display sign which is painted on or attached directly to the building wall. (Fig. 9).

~~20-21.~~ Window sign: A sign on the inside of the glass of a window. (Fig. 14)

~~21-22.~~ Sign Area Measurements: The total sign area shall be the area within a single, continuous perimeter of the sign surface composed of any rectilinear line or geometric figure which encloses the extreme limits of the sign. If the sign is composed of individual letters or symbols using the wall, awning or mansard roof as the background, the total sign area shall be calculated by measuring the area within the perimeter of each symbol or letter and the combined area of the individual figures shall be considered the total sign area. (See attached Fig. 20 "Common Geometric Shapes and Formulas to Determine Sign Area".) Buildings with more than one occupant may prorate the sign area for the total building to each building occupant but not to exceed the total allowable sign area for the building.

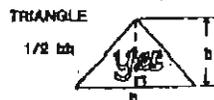
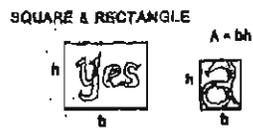
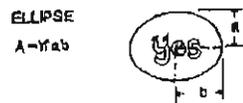
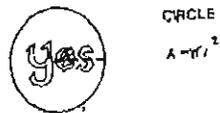
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2408 DEFINITIONS OF SIGNS

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**Common Geometric Shapes & Formulas
To Determine Sign Area**



A = area

r = radius

h = height

$\pi = 3.1416$

b = base

Fig. 20

2408 CBD SIGNS

F. Permitted Signs by Zoning District

~~All signs in the Design Review District shall require design review (Article XXIII).~~

1. CBD Central Business Districts Sign Types Allowed and Standards:
 - (a) Wall signs which project no more than fifteen (15) inches from the building face, nor extend higher than whichever of the following is lowest:
 - (1) Twenty-five (25) feet above grade.
 - (2) The sills of windows located above the first story.
 - (3) The lowest point of a gable, hip or shed roof.
 - (b) Projecting signs must project at right angles to the building, shall have no more than two (2) faces, and project no more than five (5) feet from the face of the building. Only one projecting sign will be allowed at each entrance to a business establishment and that business must occupy a minimum of eighteen (18) feet of frontage.

The bottom of the sign must be at least ten (10) feet above ground level and its top may not extend higher than whichever of the following is lowest:

- (1) Twenty-five (25) feet above grade.
- (2) The sills of the first level of windows above first story.
- (3) The lowest part of the roof.

No projecting signs shall be attached to roofs, chimneys, smokestacks, elevator towers, penthouses, etc.

The area of each sign may not exceed twenty-four (24) square feet for each sign face, ~~unless the sign includes a public message device (such as a time and temperature sign). In the case of a public message device, an additional ten (10) square feet on each face is allowed.~~

No exposed guy wires or turnbuckles are allowed on a projecting sign.

- (c) Window signs: A permanent sign on the inside of the glass of a window shall not exceed 30% of the window area on the section of the building front occupied by the business the sign advertises. Any permanent sign in ground floor windows must be included in calculating the total area of signage for that building.

2408 CBD SIGNS

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- (d) Painted on signs shall not be allowed on the sides of buildings. Painted on signs must be applied to the front of the buildings and will be included in the total area of signage for that building. Sides of buildings abutting streets or parking lots shall be treated the same as building fronts.
- (e) Awning, Canopy and Marquee. Letters may be painted or otherwise affixed to any permissible awning, canopy, or marquee subject to the following regulations:
- (1) Lettering or letters shall not project above, below or beyond the vertical drip of the awning or canopy.
 - (2) Lettering on a marquee shall not extend beyond the geometric figure which encloses the sign message.
 - ~~(3) The sign message may include lettering to indicate only the street number, the name and kind of business, services or facility conducted on the premises not including product or brand names, the year the business was established, a slogan, the hours of operation time, temperature, and lettering that is part of a trademark.~~
 - (4)(3) No awning, canopy or marquee sign shall extend below a minimum height of seven feet six inches (7'- 6").
 - (5)(4) The area of such sign shall be limited as part of the total sign area for all signs permitted.
 - (6)(5) Backlighting of an awning or marquee shall be prohibited.
- (f) Temporary window signs are allowed only on the inside of the window ~~and only if they advertise special sales or events lasting for~~ no more than fifteen (15) days. They shall occupy no more than thirty (30) percent of the area of the window in which they appear.
- (g) "A" frame temporary sign provided they do not exceed six (6) square feet of sign area per sign face and shall be located so as to not obstruct pedestrian traffic. One (1) sign shall be allowed per business. A Hold Harmless Agreement must be obtained through the Engineering and Building Department by the property owner ~~and operator of the business being advertised, tenant and any occupant~~. Such sign shall be securely anchored to prevent movement by wind forces.
- (h) Attention getting devices including searchlights, balloons, banners (provided payment of the required fee for the banner is made, and the banner may not be placed on outdoor café enclosures) and similar devices or

2408 CBD SIGNS

ornamentation designed for purposes of attracting attention, promotions or advertising, are allowable. A banner or multiple banners, shall be allowed on each street, parking lot or alley side of the building, and shall not exceed twenty-four (24) square feet in area per banner or twenty-four (24) square feet total for all banners on each side of building, except only one (1) banner shall be allowed on the front of the building and shall not exceed twenty-four (24) square feet in area. All banners and signs cannot exceed ten (10) per cent of the wall area. A maximum two (2) banners on any wall, except the front wall, and no more than five (5) banners shall be allowed at one (1) time. Attention-getting devices except banners as described above shall be allowed for up to three (3) separate thirty-day periods in a calendar year.

Feather banners are not permitted.

(i) Changeable Message Signs

(1) Changeable message signs are permitted on buildings that are located on the following Streets:

- East side of First Street between Elm Street and alley north of Oak Street
- East side of Second Street between Sycamore Street and alley north of Oak Street
- Third Street between Eureka Avenue and alley north of Elm Street

(2) Changeable message signs shall only be permitted as a wall sign that is facing First Street, Second Street or Third Street in the locations set forth above.

(3) An electronic changeable message sign shall be limited to the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least fifteen (15) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than sixty (60) percent of the total permitted display area of the sign.

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(ii)(j) Standards For All CBD Signs:

(1) For all new construction or remodeling of buildings, the name of the owner and date of construction or the historic name and date of construction shall be indicated on the building above the highest building window or on the cornerstone of the building.

(2) Sign message: A sign may include lettering to indicate only the street number, the name and kind of business, services or facility conducted on the premises, the year the business was established, a slogan, the hours of operation, time, temperature, and lettering that is part of a trademark.

2408 CBD SIGNS

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~~(3) Trademarks: The registered trademark of a specific product may occupy no more than twenty-five (25) percent of the area of a sign face unless the sale of the specific product is the major business conducted on the premises.~~

~~(4)(2)~~ Lighting: Signs shall be lighted only with a continuous light. Flashing lights are prohibited.

~~(5)(3)~~ Motion: All signs must be stationary.

~~(6)(4)~~ Supports: No supports for a sign may extend above the cornice line of the building to which it is attached.

~~(7)(5)~~ Maximum allowable sign area square footage

<u>Multiply building frontage</u>	<u>By</u>	<u>Centerline of Street:</u>
Building frontage.....	x 2.....	0-99 feet
Building frontage.....	x 4.....	100-399 feet
Building frontage.....	x 5.....	400 or more feet

*If a use has less than twenty-five (25) feet of building frontage and the building front is 99 feet or less from the centerline of the street it faces, it is allowed a maximum of fifty (50) square feet of permanent sign area.

The distance of a sign on or under a canopy, marquee or awning from the centerline of the abutting street should be computed as if the sign were on the building face to which the canopy is attached.

~~(8) Exemption from area requirements: Temporary signs, directional signs, and permanent signs in windows above the first floor. Permanent signs in windows above the first floor shall meet the sign requirements of this ordinance under paragraph F.1(c).~~

~~(9)(6)~~ Abandoned sign: Sign support structures abandoned and no longer supporting a sign shall be removed by the building owner within thirty (30) days after receiving notice to do so from the City. Should the owner fail to comply, the City shall proceed with Article XXXII of this ordinance.

2408 – O-S, B-1, B-2, PD, I-1, I-3, P-1.
RA, RU, RT, SIGNS

~~(10)~~(7) Sign abatement: Notwithstanding other provisions of this ordinance, the City shall require the abatement of the following signs or sign devices within five (5) days from the date of notification.

~~i. Signs, flags or pennants that identify or advertise a person, product or business, no longer located at the premises at which the sign is located.~~

~~ii. Temporary, Transitory and Portable signs or portable signs. between and between and between and~~

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2408 CBD, O-S, B-1, B-2 SIGNS

2. O-5, B-1, B-2 Districts Sign Types Allowed: Wall, awning, canopy, freestanding, ground, marquee, projecting, pole, window, vehicle and temporary (except on outdoor café enclosures) as defined in this ordinance and subject to the following conditions ~~and subject to design review when located in the Design Review District (see Section 2300):~~

(a) Ground Sign

- (1) One (1) ground sign shall be permitted having a sign area of not more than forty (40) square feet for each sign face. On corner lots, two (2) such signs are permissible where business fronts both streets. Such sign shall not exceed six (6) feet in height.
- (2) Not more than one (1) ground sign may be erected accessory to any one (1) development regardless of the number of buildings, separate parties, tenants or uses contained therein. On corner lots, two (2) such signs are permissible where business fronts both streets.
- (3) No ground sign shall be located nearer than five (5) feet to any existing or proposed right-of-way line.

~~(4) Ground signs shall be utilized only for identification of the uses allowed in the zoning district and shall not be utilized to advertise products for sale.~~

~~(5)~~(4) Ground signs may be illuminated with a continuous light only.

(b) Pole

- (1) To be allowed only when a ground sign cannot be erected due to building location or other site constraints and upon approval of the Planning Commission.

2408 CBD, O-S, B-1, B-2 SIGNS

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(2) One (1) pole sign may be erected accessory to any one development regardless of the number of buildings, separate parties, tenants or uses contained therein.

(3) It shall be unlawful to erect any pole sign to a height greater than thirty (30) feet above the level of the street upon which the sign faces. The distance from the ground to the bottom shall be not less than eight (8) feet and shall be so erected as to not obstruct traffic vision. The area of such sign shall not exceed one hundred twenty (120) square feet for each sign face.

(4) Signs may be illuminated with a continuous light only.

~~(5) Time and temperature signs shall be permitted.~~

~~(6)~~(5) All letters, figures, characters, items or representations in cutout or irregular form, maintained in conjunction with, attached to, or superimposed upon any sign shall be safely and securely built or attached to the sign structure.

~~(7)~~(6) Loose or missing letters, figures, characters or items shall constitute a maintenance violation.

~~(8)~~(7) All pole signs shall be securely built, constructed and erected upon posts and standards at least forty-two (42) inches below the material surface of the ground and shall be embedded in concrete. Wood or wood products shall be of wolmanized or equal treatment.

(c) Projecting

(1) One (1) projecting sign may be erected at each entrance to a business or office establishment.

(2) Projecting signs must project at right angles to the building and have no more than two (2) faces, and project no more than five (5) feet from the face of the building.

(3) The bottom of the sign projecting must be at least ten (10) feet above ground level and its top may not extend higher than whichever of the following is lowest:

- i. Twenty-five (25) feet above grade.
- ii. The sills of the first level of windows above first story.
- iii. The lowest part of the roof.

2408 CBD, O-S, B-1,B-2 SIGNS

- (4) No projecting signs shall be attached to roofs, chimneys, smokestacks, elevator towers, penthouses, etc.
- (5) The area of each projecting sign may not exceed twenty-four (24) square feet for each sign face, ~~unless the sign includes a public message device (such as a time and temperature sign). In the case of a public message device, an additional ten (10) square feet on each face is allowed.~~
- (6) No exposed guy wires or turnbuckles are allowed on a projecting sign.

(d) Wall

- (1) Wall signs may be provided on all street sides, parking lots sides or alley sides of a building. The total sign area of wall signs on any one wall shall not exceed ten percent (10%) of the wall surface of such wall. Where a single principal building is devoted to two (2) or more business, offices or commercial uses, the operator of each such use may install a front wall sign. The maximum area of each such sign shall be determined by determining the proportionate share of the allowed signage for the principal building occupied by each such use and applying such proportion of the total sign area permitted for each tenant or the percent agreed to by the occupants, the total not to exceed the above area limitations for the district in which such building is located. It is the applicant's responsibility to provide the required information when applying for a sign permit. In those instances where a change of tenancy occurs which presents a hardship in providing signage based on this requirement, the Zoning Board of Appeals may vary these provisions.
- (2) Signs may be illuminated with a continuous light only. Illuminated signs shall not be permitted on the alley side of a building.

~~(3) Time and temperature signs shall be permitted.~~

~~(4)(3)~~ Materials Required: All wall signs of a greater area than fifty (50) square feet shall have a surface or facing of noncombustible material.

~~(5)(4)~~ Limitation on Placement. No wall sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.

~~(6)(5)~~ Projection and Height. No wall sign shall have a greater thickness than twelve (12) inches measured from the wall to which it is attached to the outermost surface. Wall signs may project over the

2408 CBD, O-S, B-1,B-2 SIGNS

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public right-of-way not to exceed twelve (12) inches provided a clearance of not less than seven feet six inches (7'- 6") is maintained

below such sign if such sign projects more than four (4) inches. Such sign shall not project above the roofline.

~~(7)(6)~~ Supports and attachments: All wall signs shall be safely and securely attached to structural members of the building by means of metal anchors, bolts or expansion screws.

In no case shall any wall sign be secured with wire, strips of wood or nails. The method of attachment shall be stated on the permit application.

- (e) Awning, Canopy and Marquee. Letters may be painted or otherwise affixed to any permissible awning, canopy, or marquee subject to the following regulations:
- (1) Lettering or letters shall not project above, below or beyond the physical dimensions of the awning or canopy.
 - (2) Lettering on a marquee shall not extend beyond the geometric figure which encloses the sign message.
 - (3) No awning, canopy or marquee sign shall extend below a minimum height of seven feet six inches (7'- 6").
 - (4) The area of such sign shall be limited as part of the total sign area for all signs as provided in (d)(1) above.
- (f) Window. Window signs shall not exceed 30% of the glass area of the window area on the section of building front occupied by the business at that location.

~~(g) Vehicle signs~~

~~(1) Vehicle signs shall not be displayed nearer than twenty-five (25) feet to any property line.~~

~~(h)(1)~~ Temporary, ~~Transitory or Construction or Real-Estate~~ Signs

- (1) ~~For sale or rental of individual units, there~~ There shall be no more than one (1) such sign, except that on a corner lot two (2) signs with one (1) facing each street, shall be permitted. No such sign shall exceed six (6)

2408 CBD, O-S, B-1,B-2 SIGNS

square feet in area for each sign face of such sign. All such signs shall be removed upon occupancy.

- (2) ~~Construction Signs for Signs advertising~~ buildings under construction may be erected for the period of construction and shall not exceed a face area of sixty-four (64) square feet for each sign face of such sign. Such signs shall be erected on the building or lot where such construction is being carried on ~~and shall advertise only the architect, engineer-contractor, subcontractor, building or materials and equipment used, and proposed use.~~
- (3) Temporary window signs are allowed only on the inside of the window ~~and only if they advertise special sales or events~~ lasting no more than fifteen (15) days. They shall occupy no more than thirty (30) percent of the area of the window in which they appear.
- (4) No temporary sign shall be strung on a building exterior or on a sign structure or across any public right-of-way nor shall any temporary sign project beyond the property line except as authorized by the City Council.
- (5) Temporary signs found by the Building Official to be in torn or damaged condition must be removed by the owner within three (3) days after receipt of notice to do so from the Building Official. Temporary signs found to be unsafe shall be removed immediately upon receipt of notice by the City.
- (6) "A" frame temporary sign provided they do not exceed six (6) square feet of sign area per sign face and shall be located so as to not obstruct pedestrian traffic. One (1) sign shall be allowed per business. A Hold Harmless Agreement must be obtained through the Engineering Department by the property owner and operator of the business being advertised. Such sign shall be securely anchored to prevent movement by wind forces.

~~(h)(1)~~ Billboards

- (1) Billboards not exceeding 200 sq. ft. per sign face are permitted only in B-2 districts on Fort Street and shall be located no nearer than three thousand (3,000) ft. between such billboards with a maximum height of thirty (30) feet. Billboards shall not be animated and lighting shall be continuous.

~~(h)(2)~~ Attention Getting Devices

2408 CBD, O-S, B-1, B-2, PD SIGNS

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- (1) Attention getting devices including searchlights, balloons, banners (provided payment of the required fee for the banner is made, and the banner may not be placed on outdoor café enclosures) and similar devices or ornamentation designed for purposes of attracting attention,

promotions or advertising, are allowable. A banner or multiple banners, shall be allowed on each street, parking lot or alley side of the building, and shall not exceed twenty-four (24) square feet in area per banner or twenty-four (24) square feet total for all banners on each side of building, except only one (1) banner shall be allowed on the front of the building and shall not exceed twenty four (24) square feet in area. All banners and signs cannot exceed ten (10) per cent of the wall area. A maximum two (2) banners on any wall, except the front wall, and no more than five (5) banners shall be allowed at one (1) time. Attention-getting devices except banners as described above shall be allowed for up to three (3) separate thirty-day periods in a calendar year.

Feather banners are not permitted.

~~(4)~~ Changeable Message Signs

- (1) Changeable message signs are permitted only in B-1 and B-2 Zoning Districts.
- (2) Changeable message signs shall only be permitted as ground, wall or pole signs.
- (3) An electronic changeable message sign shall be limited ~~limited to announcing only prevailing eastern standard time and the local temperature in Fahrenheit or Celsius, or limited to~~ the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least fifteen (15) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than ~~at~~ sixty (60) percent of the total permitted display area of the sign.

2408 PD SIGNS

3. PD District Sign Types Allowed.
 - (a) Sign types and uses allowed for the uses designated for the area as portrayed in the Master Plan for Future Land Use shall be allowed provided

2408 I-1, 1-2, I-3, IRO SIGNS

the Planning Commission may make a determination as to sign size and type most suitable to the promotion of the objectives of the PD District. Signs located in the Design Review District (Section 2300) shall require design review.

4. I-1, I-2, I-3, IRO Districts Sign Type Allowed.
 - (a) All sign types allowed and as controlled for O-S, B-I and B-2 Districts ~~except billboards and subject to design review when located in the Design Review District (see Section 2300).~~
5. P-1 Parking Districts Sign Types Allowed.
 - (a) Pole and wall signs are permitted in parking districts subject to the following ~~conditions and subject to design review when located in the Design Review District (see Section 2300).~~
 - (1) One (1) entrance and one (1) exit sign for each access way to the parking lot shall be allowed and one (1) conditions of use sign for each parking lot shall be allowed.
 - (2) Signs shall not exceed nine (9) square feet in area for each sign face of such sign nor an overall height above ground of nine (9) feet.
 - (3) Signs as required by the Building Code.
6. RA-RU-RT Districts Sign Types Allowed.
 - (a) Wall, ~~Transitory, Temporary and Construction Signs real-estate and temporary signs~~, as defined in this ordinance, provided such signs shall not be illuminated unless otherwise provided for in this ordinance and subject to the following conditions by sign type ~~and subject to design review when located in the Design Review District (see Section 2300).~~
 - (1) Wall Signs
 - (i) Dwelling Nameplate. For each dwelling unit, one (1) nameplate not exceeding one (1) square foot in area ~~indicating name and/or house number of occupant.~~
 - (2) Real Estate Signs. One (1) real estate sign not exceeding ten (10) square feet in area for each sign face of such sign. Real estate signs shall not be placed on public property between the sidewalk and street curb.

2408 RA, RU, RT, RM-1, RM-1A, RM-2
2 RM-3 SIGNS

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~~(2)~~ Temporary Signs or Transitory Signs

~~(i)~~ Garage Sale Signs. One (1) garage sale sign, not exceeding eight (8) square feet in area for each sign face of such sign, may be used to advertise a garage sale. Such sign shall be located on the premises of the garage sale and shall be promptly removed upon completion of the garage sale.

~~(ii)~~ Banners and Pennants. During periods of "Open House" for new homes, banners and pennants may be allowed for periods not to exceed thirty (30) days and must be securely fastened and any torn or damaged units must be repaired or removed.

~~(i)~~ Not exceeding ten (10) square feet in area for each sign face of such sign. Signs shall not be placed on public property between the sidewalk and street curb.

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~~(iii)~~ (ii) Construction Signs. For building or remodeling of nonresidential buildings, such as, but not limited to, churches and schools, not more than one (1) sign shall be allowed not to exceed thirty-two (32) square feet in total surface area for each sign face of such sign and shall be located on the premises being utilized for such construction. For residential buildings not more than one (1) sign shall be permitted not exceeding ten (10) square feet per sign face. Such sign shall be removed within fifteen (15) days of completion of the project.

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7. RM-1, RM-1A, RM-2, RM-3 Districts Sign Types Allowed.

(a) Wall, real estate, ground, and temporary signs as defined in this ordinance and subject to the following conditions by sign type and subject to design review when located in the Design Review District (see Section 2300):

(1) Wall Sign

(i) Dwelling Nameplate. For each dwelling unit, one (1) nameplate not exceeding one (1) square foot ~~in area indicating name of occupant.~~

(2) Temporary Sign or Transitory Sign Real Estate Signs. One (1) real estate One (1) sign not exceeding ten (10) square feet in area for each sign face of such sign. Real estate signs Signs shall not be placed on public property between the sidewalk and street curb.

2408 RM-1, RM-1A, RM-2, RM-3,
CHURCHES, SCHOOLS,
NONPROFIT INSTITUTIONS SIGNS

- (i) Signs ~~for new Advertising Multiple-Family Developments~~. It shall be permissible to erect one (1) sign not to exceed a total surface area of thirty-two (32) square feet for each sign face of such sign ~~to advertise buildings for sale or lease~~.

(3) Ground Signs

- (i) Multiple-family Residential Units. Any person owning or operating any multiple-family residential dwelling, with six (6) or more units may erect one (1) sign ~~bearing the name of the residential dwelling~~, such sign not to exceed thirty-two (32) square feet for each sign face of such sign and not to exceed an overall height of six (6) feet above the ground level and may be ~~lighted during the hours of darkness and which shall contain no advertising or information other than the name of the residential unit and status of occupancy~~.

(4) Temporary Signs

- (i) Banners and Pennants. ~~During periods of "Open House" for homes~~, Banners and pennants may be allowed for periods not to exceed thirty (30) days and must be securely fastened and any torn or damaged units must be repaired or removed.
- (ii) Construction Signs. For building or remodeling of residential and nonresidential buildings, such as, but not limited to, churches and schools, not more than one (1) sign shall be allowed not to exceed thirty-two (32) square feet in total surface area for each sign face of such sign and shall be located on the premises being utilized for such construction. For residential buildings not more than one (1) sign shall be permitted not exceeding ten (10) square feet per sign face. Such sign shall be removed within fifteen (15) days of completion of the project.

8. Permitted Signs Accessory to Churches, Schools, ~~or~~ Nonprofit Institutions ~~or~~ Historical Markers on buildings in the CBD Sign Type Allowed (All Districts).

- (a) Churches, colleges, schools, buildings housing governmental functions and utilities of the City, County or State or any subdivision or historical markers on buildings in CBD thereof, are permitted to erect a sign. Such signs, when of a permanent nature, shall meet all the requirements of this ordinance and other ordinances of the City, except as provided hereafter and may include ground, portable, ~~real-estate transitory~~ and temporary signs as defined in this ordinance and subject to the following conditions ~~and subject to design review when located in the Design Review District (see Section 2300)~~.

2408 CHURCHES, SCHOOLS, NON-PROFIT INSTITUTIONS SIGNS

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(1) Wall Signs

- (i) Wall signs may be provided on all street sides, parking lot sides or alley sides of a building . The total sign area of wall signs on any one wall shall not exceed five percent (5%) of the wall surface of such wall.

(2) Ground Signs

- (i) There shall be no more than one (1) sign.
- (ii) Such signs shall be set back from the lot line at least one-third (1/3) of the distance from the lot line to the nearest building, but need not be set back more than ten (10) feet from the property line.
- (iii) No sign shall exceed thirty (30) square feet in area, for each sign face of such sign, unless the sign is located more than fifty (50) feet behind the property line, then said sign may be increased by five (5) additional square feet for each additional ten (10) feet of setback, but in no event shall such sign exceed fifty (50) square feet in area for each sign face of such sign.

- (iv) Illumination of signs shall be permitted.

- (v) An electronic changeable message sign shall be limited to the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least fifteen (15) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than sixty (60) percent of the total permitted display area of the sign.

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(3) Portable Signs

- (i) There shall be no more than one (1) portable sign not exceeding thirty-two (32) square feet in area for each sign face of such sign. Such portable sign shall be permitted as a temporary sign for periods not to exceed seven (7) days in a thirty (30) consecutive day period on any one (1) zoning lot and not to exceed twenty-eight (28) days in any one (1) year. In no instance shall such sign obstruct parking spaces or automobile or pedestrian travel lanes or occupy a parking space unless sufficient additional parking space is available on the site. Such

- 2408 CHURCHES, SCHOOLS, NON-PROFIT INSTITUTIONS SIGNS

~~signs shall not be located so as to obstruct traffic vision and lighting shall be of a type so as not to be confused with traffic controls and not to cause distraction to vehicle drivers.~~

Connections to an energy source for lighting shall be in accord with all codes of the City and shall not be exposed in any way that may constitute a safety hazard to the public.

~~(H) During periods of special events temporary signs advertising such events may be allowed for periods not to exceed two (2) weeks.~~

(4) ~~Temporary Sign or Transitory Sign~~ Including Real Estate Signs. One (1) ~~real-estate sign sign~~ not exceeding ten (10) square feet in area for each sign face of such sign. ~~Real-estate signs Signs~~ shall not be placed on public property between the sidewalk and street curb.

Comment [MK1]:

~~(5) Temporary Signs. The same requirements as multiple-family districts, (see section 2308.F.7))~~

G. Prohibited Signs. The following signs are prohibited within the City:

1. No sign or banner shall be placed upon or across any public right-of-way except by permission of the City Council.
2. It shall be unlawful for any person to display upon any sign or other advertising structure any obscene, indecent or immoral matter.
3. Signs which incorporate in any manner flashing lights.
4. String lights used in connection with business premises for commercial purposes, other than seasonal decorations.
5. Any sign unlawfully installed erected or maintained.

~~6. Any sign which directs attention to a business, entertainment, service or commodity unless such business, entertainment, service or commodity shall be offered, conducted or sold on the premises on which the sign is located, except signs specifically allowed in specified districts.~~

~~7.6 Business signs Signs~~ on trees or utility poles, whether public or private.

~~8.7 Signs on benches. (Fig. 18).~~

~~9. Electronic message sign in windows or on the exterior of buildings.~~

~~10.8 Roof top signs.~~

~~11. Decorative murals or wall paintings.~~

2408 PERMITS SIGNS

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

1. Signs for which a Permit is not Required

(a) Wall signs, ~~which are used as nameplates,~~ not exceeding four (4) square feet in area; ~~occupational signs denoting only the name and profession of the occupants in a commercial, public or other institutional building and not exceeding four (4) square feet in area.~~

(b) Bulletin boards ~~for governmental, educational and religious institutions~~ when the same are located on the premises of said institutions; provided, however, if said signs are electrically illuminated, an electrical permit must be obtained.

~~(c) Memorial signs or tablets, names of buildings, and date of erection when part of the building wall surface.~~

~~(d)~~(c) Traffic or other municipal signs, legal notices, danger and such temporary emergency ~~or non-advertising~~ signs as may be approved by the city.

~~(d)~~ Sign advertising the rental, sale, lease or open house of the property upon which it is located.

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~~(e)~~(d) Temporary Signs and Transitory Signs 10 square feet or less.

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~~(f)~~(e) Flags of recognized Federal, State, County or City governments.

~~(g)~~(f) Temporary window signs.

~~(h)~~(g) Signs of civic and non-profit organization displayed for not more than 90 days within any 12-month period and not to exceed 32 square feet per sign face.

~~(h)~~(h) Emblems, badges, and insignias ~~used to identify governmental, educational, charitable, philanthropic, civic, professional, fraternal, or religious organizations.~~

~~(j)~~(i) Holiday decorations ~~excluding commercial advertising and not not exceeding 32 square feet.~~

~~(k)~~ Political campaign signs in connection with governmental elections or referendums provided such signs shall not exceed thirty two (32) square

2408 PERMITS SIGNS

~~feet per sign face and shall be removed within ten (10) days following such election or referendum.~~

~~(h)(i)~~ Non-illuminated signs pertaining to the construction or repair of buildings or property on which they are located. Such signs shall be removed upon the issuance of a Certificate of Occupancy.

~~(m)(k)~~ Off premise directional signs. Such signs shall be confined to one signpost per corner and shall not exceed a sign area of four (4) square feet per sign face.

2. Application for Sign Permit. Applications for permits shall be made upon forms provided by the Building Department and shall contain or have attached thereto the following information:

~~(a) Name, address and telephone number of the applicant.~~

(a) Name, address and telephone number of the applicant.

(b) Location of building, structure or lot to which or upon which the sign or other advertising structure is to be attached or erected.

(c) Position and location of the sign or other advertising structure in relation to nearby buildings or structures.

(d) Two (2) blueprints or drawings of the plans and specifications and methods of construction and attachment to the building or in the ground.

(e) Name of person, firm, corporation or association erecting structure.

(f) Written consent of the owner where the sign is to be erected on vacant land.

2408 PERMITS,
NONCONFORMING,
ENFORCEMENT, MAINTENANCE
SIGNS

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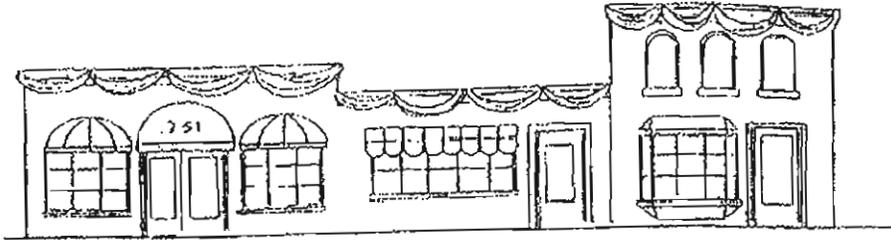
- (g) In all cases where wiring is to be used in connection with the sign an electrical permit shall be obtained in compliance with the City Electrical Code. The Electrical Inspector shall approve and affix his signature to said permit if it is deemed necessary by the Electrical Inspector.
- (h) Such other information as the City shall require to show full compliance with this and all other ordinances of the City.
3. Sign Permit Fee. It shall be unlawful for any person to erect or alter any sign, except those signs specifically exempted herein, unless a permit shall first have been obtained from the Building Department for such erection or alteration, and a permit fee paid to the City according to the schedule as may be established from time to time by resolution of the City Council.
4. Sign Permit Revocable At Any Time. All rights and privileges accrued under the provisions of this ordinance or any amendment thereto are mere licenses and may be voided upon the violation of any of the conditions contained herein. If the work authorized under a sign or electrical permit has not been completed within six (6) months after date of issuance, said permit shall become null and void and a new permit shall be necessary to continue the project. Partially completed signs, if abandoned, shall be removed immediately by the erector upon notice from the City.
- I. Nonconforming Signs. All existing signs that do not conform to the provisions of this ordinance shall be permitted to continue as nonconforming signs until such time as they are removed or until there is a change in occupancy, at which time they shall conform to the provisions of this ordinance. The provision of this paragraph shall not apply to maintenance and repainting.
- J. Enforcement. This ordinance shall be enforced by the Building Official or an employee designated by the City Council.
- K. Sign Maintenance.
1. Maintenance. All signs for which a permit is required, together with all their supports, braces, guys and anchors, shall be maintained in good working order, and when not galvanized or constructed of approved corrosion-resistant, noncombustible materials, shall be painted when necessary to prevent corrosion. The exteriors of all signs, supporting members, painted surfaces, advertising materials and lettering shall be kept painted and in good repair, so as to present a neat and orderly appearance. All bulbs or component parts of the sign, including the electrical switches, boxes and wiring used in the illumination of the sign must be well maintained.
2. Housekeeping. It shall be the duty and responsibility of the owner or lessee of every sign to maintain the immediate premises occupied by the sign in a clean, sanitary and healthful condition.

2408 UNSAFE, DAMAGED,
UNLAWFUL SIGNS

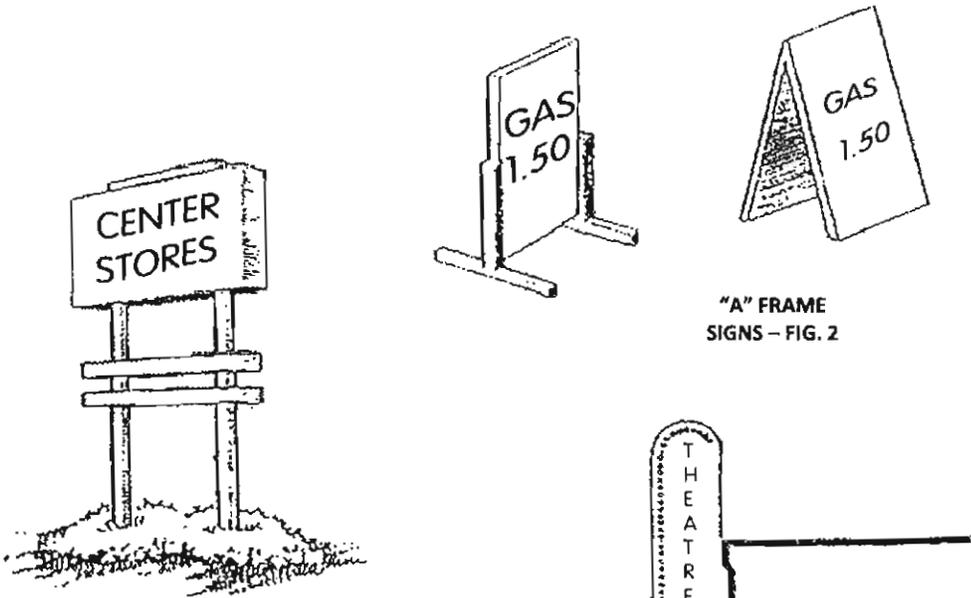
L. Unsafe Damaged and Unlawful Signs.

1. Signs shall be subject to inspections and when the condition of the sign is questionable, the owner or occupant shall obtain a Professional Engineer's report, certifying the sign condition. Failure to submit the report and make any specified correction will result in an order for the sign to be removed.
- ~~2. Signs that identify or advertise a person, product or business no longer located at the premises at which the sign is located shall be removed within thirty (30) days of the date of notification from the City. Should the owner fail to comply, the City, at the owners expense, may order the work done on the owner's behalf and the cost of such which will be assessed against the property.~~
- ~~3-2.~~ Sign support structures abandoned and no longer supporting a sign shall be removed by the building owner within thirty (30) days after receiving notice to do so from the City. Should the owner fail to comply, the City, at the owner's expense, may order the work done on the owner's behalf and the cost will be assessed against the property.

2408 EXAMPLES OF SIGNS



DECORATIVE DISPLAY - FIG. 1



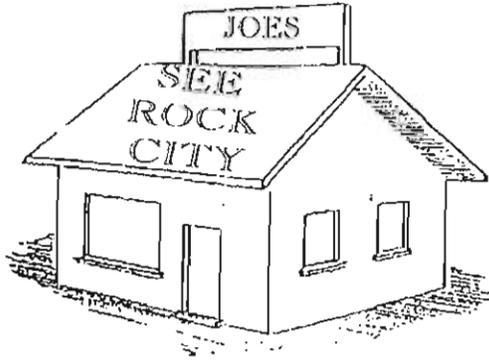
POLE SIGN - FIG. 3

"A" FRAME
SIGNS - FIG. 2

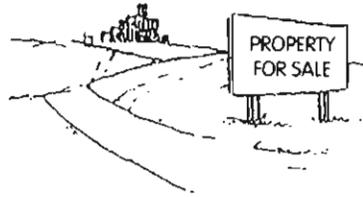
MARQUEE
SIGN - FIG. 5



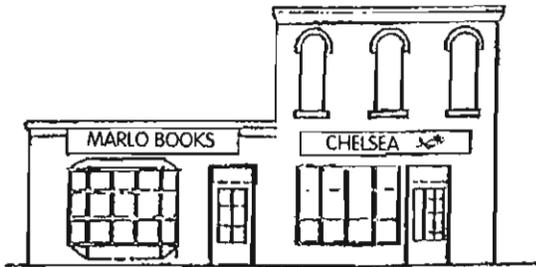
PORTABLE SIGN - FIG. 4



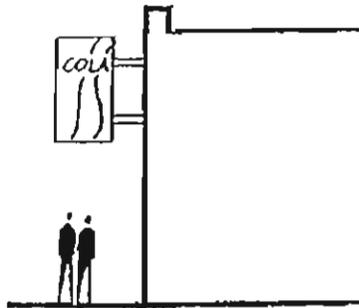
ROOF SIGNS - FIG. 6



REAL-ESTATE
TRANSITORY
SIGN - FIG. 7



WALL SIGNS - FIG. 9

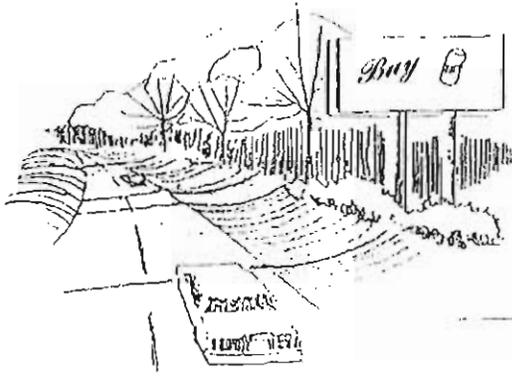


PROJECTING SIGN - FIG. 8

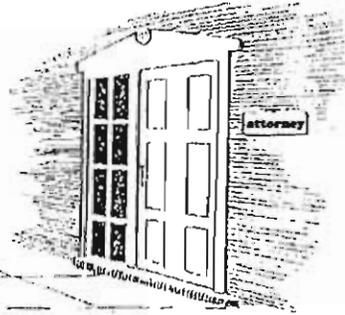


TEMPORARY SIGNS - FIG. 10

2408 EXAMPLES OF SIGNS



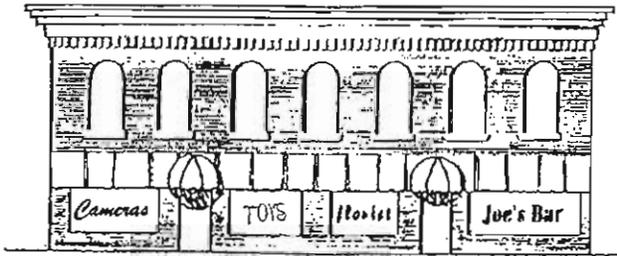
BILLBOARD - FIG. 11



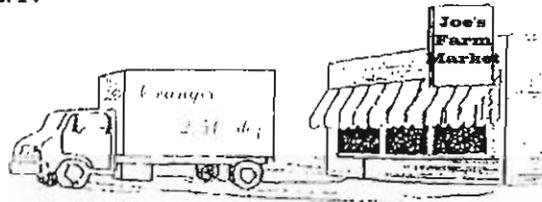
IDENTIFICATION NAME
PLATE - FIG. 12



BANNER SIGN - FIG. 13



WINDOW SIGN - FIG. 14



VEHICLE BUSINESS SIGN - FIG. 15

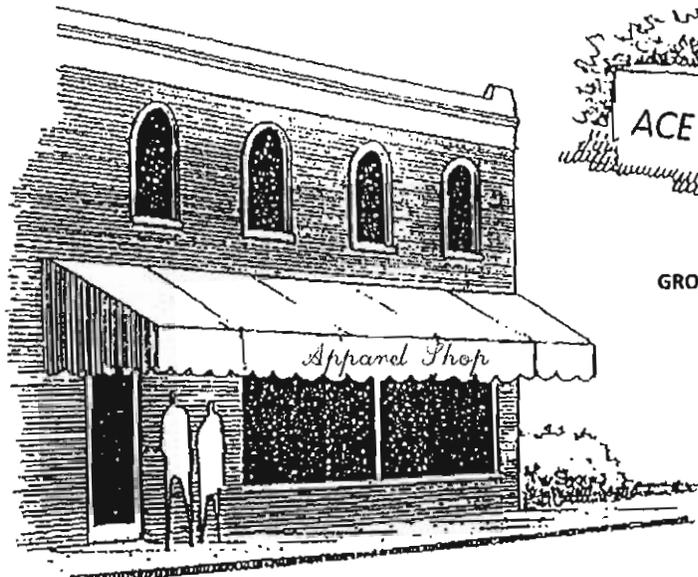
2408 DEFINITIONS OF SIGNS

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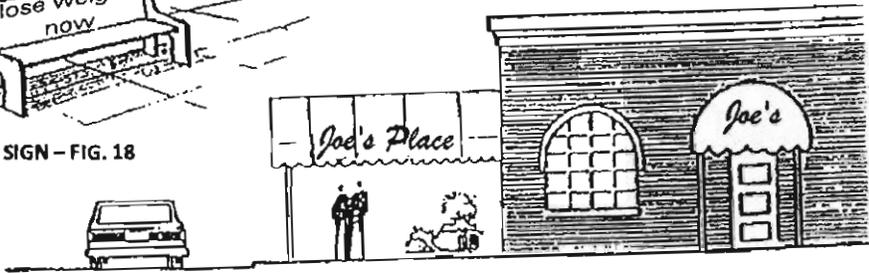
GROUND SIGNS - FIG. 16



AWNING SIGN - FIG. 17



BENCH SIGN - FIG. 18



CANOPY SIGNS - FIG. 19

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE TO AMEND
ARTICLE XXIV – GENERAL PROVISSIONS,
SECTION 2408 - SIGNS

CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN ORDAINS:

Section 1. Purpose and Intent

It is determined necessary for the health, safety and welfare of the City to adopt this article regulating sign within the City of Wyandotte.

Section 2. Amendment to Section 2408 Signs by removing the entire section and replacing with the following:

Article XXIV – General Provisions, Section 2408 Signs

Any public displayed sign, symbol or notice on a premise to advertise the business or activity there transacted, or name of person or firm conducting said business or activity on premise, or directing to some other locale, shall be regulated as follows:

- A. All plans for the erection of signs shall be submitted to the City of Wyandotte Engineering and Building Department for review and approval and shall be further subject to all codes and ordinances of the City of Wyandotte.
- B. Prior to the erection of a sign in a public right-of-way or overhanging a public right-of-way, the sponsor of such sign shall receive the approval of the proper governmental agency (city, county or state) having jurisdiction over such right-of-way. The City may require a bond to be provided for any sign in or overhanging a public right-of-way.
- C. After the effective date of this ordinance, all new signs within the City of Wyandotte shall conform to the Wyandotte Building Code and Zoning ordinance.
- D. Existing signs in need of repair may be repaired provided the cost of repairs does not exceed fifty (50) percent of the replacement cost for the entire sign (in the judgment of the Building Official). If it does, then the sign must be replaced and must conform to code.
- E. Definitions:
 - 1. Sign: Any device (including but not limited to letters, words, numerals, figures, emblems, pictures, or any part of combination) used for visual communication to attract the attention of the public and visible from the public right-of-way or other properties. The term sign shall not include any flag, badge, or insignia of any governmental unit, nor shall include any item of merchandise normally displayed within a window of a business.

2. Off-premise sign: A sign that advertises activities, goods, products, etc., that are available elsewhere than within the building or on the lot where the sign is located (a billboard, for example Fig. 11)
3. Awning sign: A sign on or attached to a temporary retractable shelter that is supported entirely on the exterior wall of a building. (Fig. 17)
4. Bench sign: A sign painted, placed or attached to a bench.(Fig. 18)
5. Canopy sign: A sign on or attached to a permanent overhanging shelter that projects from the face of the building and is supported only partially by the building. (Fig. 19)
6. Changeable message sign: A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or surface of the sign. When any particular type of sign is also an electronic message sign, the requirements and restrictions for electronic message signs take precedence. In addition, the size of the electronic sign shall be based upon the type of sign being utilized (example: wall, ground and pole).
7. Construction Signs: A sign which is not of a permanent nature and is utilized during the construction of a new building or major remodeling.
8. Decorative display: A decorative, temporary display designed for the aesthetics or cultural enrichment of the public and having no direct or indirect sales or advertising content. (Fig. 1)
9. "A" Frame Temporary sign: A sign other than a ground sign or portable sign which is not attached to a building and is capable of being moved on the same zoning lot and is only allowed to be displayed during hours of operation and is capable of being moved by one person (Fig. 2).
10. Ground sign: A permanent display sign mounted directly and permanently in and upon the ground surface and having a height not in excess of six (6) feet. (Fig. 16)
11. Marquee sign: A sign on or attached to a permanent overhanging shelter that projects from the face of the building and is supported entirely by the building. (Fig. 5)
12. Pole or Pylon sign: A display sign supported by one (1) or more columns, uprights or braces set a minimum forty two (42) inches below ground surface and having a height in excess of eight (8) feet. (Fig. 3)
13. Portable sign: A sign and sign structure which is designed to facilitate the movement of the sign from one zoning lot to another. The sign may or may not have wheels, changeable lettering and/or hitches for towing. (Fig. 4)

14. Projecting sign: Projecting sign means a sign which is affixed to any building or structure, other than a marquee, and any part of which extends beyond the building wall or structure more than fifteen (15) inches. (Fig. 8)
15. Roof sign: A display sign which is erected, constructed and maintained on or above the roof of the building and supported on the building roof. (Fig. 6)
16. Sign Frontage: The length in feet of the ground floor level of a building front or side facing a street that is occupied by a business or businesses.
17. Temporary sign: A display sign, banner or other advertising device constructed of paper, cloth, canvas, fabric, plastic or other light temporary material, inflated devices with or without a structural frame.. (Fig. 10)
18. Transitory Sign: A sign which is not of a permanent nature and exists for a short time.[Fig 7]
19. Vehicle sign: A sign attached to a vehicle or placed within or upon such vehicle . (Fig. 15)
20. Wall sign: A display sign which is painted on or attached directly to the building wall. (Fig. 9).
21. Window sign: A sign on the inside of the glass of a window. (Fig. 14)
22. Sign Area Measurements: The total sign area shall be the area within a single, continuous perimeter of the sign surface composed of any rectilinear line or geometric figure which encloses the extreme limits of the sign. If the sign is composed of individual letters or symbols using the wall, awning or mansard roof as the background, the total sign area shall be calculated by measuring the area within the perimeter of each symbol or letter and the combined area of the individual figures shall be considered the total sign area. (See attached Fig. 20 "Common Geometric Shapes and Formulas to Determine Sign Area".) Buildings with more than one occupant may prorate the sign area for the total building to each building occupant but not to exceed the total allowable sign area for the building.

Common Geometric Shapes & Formulas
To Determine Sign Area

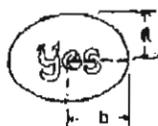


CIRCLE

$$A = \pi r^2$$

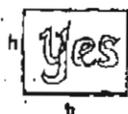
ELLIPSE

$$A = \pi ab$$



SQUARE & RECTANGLE

$$A = bh$$



TRIANGLE

$$1/2 bh$$



A = area

r = radius

h = height

$\pi = 3.1416$

b = base

Fig. 20

F. Permitted Signs by Zoning District

1. CBD Central Business Districts Sign Types Allowed and Standards:

- (a) Wall signs which project no more than fifteen (15) inches from the building face, nor extend higher than whichever of the following is lowest:
 - (1) Twenty-five (25) feet above grade.
 - (2) The sills of windows located above the first story.
 - (3) The lowest point of a gable, hip or shed roof.
- (b) Projecting signs must project at right angles to the building, shall have no more than two (2) faces, and project no more than five (5) feet from the face of the building. Only one projecting sign will be allowed at each entrance to a business establishment and that business must occupy a minimum of eighteen (18) feet of frontage.

The bottom of the sign must be at least ten (10) feet above ground level and its top may not extend higher than whichever of the following is lowest:

- (1) Twenty-five (25) feet above grade.
- (2) The sills of the first level of windows above first story.
- (3) The lowest part of the roof.

No projecting signs shall be attached to roofs, chimneys, smokestacks, elevator towers, penthouses, etc.

The area of each sign may not exceed twenty-four (24) square feet for each sign face.

No exposed guy wires or turnbuckles are allowed on a projecting sign.

- (c) Window signs: A permanent sign on the inside of the glass of a window shall not exceed 30% of the window area on the section of the building front occupied by the business the sign advertises. Any permanent sign in ground floor windows must be included in calculating the total area of signage for that building.
- (d) Painted on signs shall not be allowed on the sides of buildings. Painted on signs must be applied to the front of the buildings and will be included in the total area of signage for that building. Sides of buildings abutting streets or parking lots shall be treated the same as building fronts.

- (e) Awning, Canopy and Marquee. Letters may be painted or otherwise affixed to any permissible awning, canopy, or marquee subject to the following regulations:
- (1) Lettering or letters shall not project above, below or beyond the vertical drip of the awning or canopy.
 - (2) Lettering on a marquee shall not extend beyond the geometric figure which encloses the sign message.
 - (3) No awning, canopy or marquee sign shall extend below a minimum height of seven feet six inches (7'- 6").
 - (4) The area of such sign shall be limited as part of the total sign area for all signs permitted.
 - (5) Backlighting of an awning or marquee shall be prohibited.
- (f) Temporary window signs are allowed only on the inside of the window for no more than fifteen (15) days. They shall occupy no more than thirty (30) percent of the area of the window in which they appear.
- (g) "A" frame temporary sign provided they do not exceed six (6) square feet of sign area per sign face and shall be located so as to not obstruct pedestrian traffic. One (1) sign shall be allowed per business. A Hold Harmless Agreement must be obtained through the Engineering and Building Department by the property owner, tenant and any occupant. Such sign shall be securely anchored to prevent movement by wind forces.
- (h) Attention getting devices including searchlights, balloons, banners (provided payment of the required fee for the banner is made, and the banner may not be placed on outdoor café enclosures) and similar devices or ornamentation designed for purposes of attracting attention, promotions or advertising, are allowable. A banner or multiple banners, shall be allowed on each street, parking lot or alley side of the building, and shall not exceed twenty-four (24) square feet in area per banner or twenty-four (24) square feet total for all banners on each side of building, except only one (1) banner shall be allowed on the front of the building and shall not exceed twenty-four (24) square feet in area. All banners and signs cannot exceed ten (10) per cent of the wall area. A maximum two (2) banners on any wall, except the front wall, and no more than five (5) banners shall be allowed at one (1) time. Attention-getting devices except banners as described above shall be allowed for up to three (3) separate thirty-day periods in a calendar year.

Feather banners are not permitted.

(i) Changeable Message Signs

(1) Changeable message signs are permitted on buildings that are located on the following Streets:

- East side of First Street between Elm Street and alley north of Oak Street
- East side of Second Street between Sycamore Street and alley north of Oak Street
- Third Street between Eureka Avenue and alley north of Elm Street

(2) Changeable message signs shall only be permitted as a wall sign that is facing First Street, Second Street or Third Street in the locations set forth above.

(3) An electronic changeable message sign shall be limited to the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least fifteen (15) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than sixty (60) percent of the total permitted display area of the sign.

(j) Standards For All CBD Signs:

(1) For all new construction or remodeling of buildings, the name of the owner and date of construction or the historic name and date of construction shall be indicated on the building above the highest building window or on the cornerstone of the building.

(2) Lighting: Signs shall be lighted only with a continuous light. Flashing lights are prohibited.

(3) Motion: All signs must be stationary.

(4) Supports: No supports for a sign may extend above the cornice line of the building to which it is attached.

(5) Maximum allowable sign area square footage

<u>Multiply building frontage</u>	<u>By</u>	<u>Centerline of Street:</u>
Building frontage.....	x 2.....	0-99 feet
Building frontage.....	x 4.....	100-399 feet
Building frontage.....	x 5.....	400 or more feet

*If a use has less than twenty-five (25) feet of building frontage and the building front is 99 feet or less from the centerline of the street it faces, it is allowed a maximum of fifty (50) square feet of permanent sign area.

The distance of a sign on or under a canopy, marquee or awning from the centerline of the abutting street should be computed as if the sign were on the building face to which the canopy is attached.

(6) Abandoned sign: Sign support structures abandoned and no longer supporting a sign shall be removed by the building owner within thirty (30) days after receiving notice to do so from the City. Should the owner fail to comply, the City shall proceed with Article XXXII of this ordinance.

(7) Sign abatement: Notwithstanding other provisions of this ordinance, the City shall require the abatement of the following signs or sign devices within five (5) days from the date of notification.

i Temporary, Transitory and Portable signs

2. O-S, B-1, B-2 Districts Sign Types Allowed: Wall, awning, canopy, freestanding, ground, marquee, projecting, pole, window, vehicle and temporary (except on outdoor café enclosures) as defined in this ordinance and subject to the following conditions

(a) Ground Sign

(1) One (1) ground sign shall be permitted having a sign area of not more than forty (40) square feet for each sign face. On corner lots, two (2) such signs are permissible where business fronts both streets. Such sign shall not exceed six (6) feet in height.

(2) Not more than one (1) ground sign may be erected accessory to any one (1) development regardless of the number of buildings, separate parties, tenants or uses contained therein. On corner lots, two (2) such signs are permissible where business fronts both streets.

(3) No ground sign shall be located nearer than five (5) feet to any existing or proposed right-of-way line.

(4) Ground signs may be illuminated with a continuous light only.

(b) Pole

(1) To be allowed only when a ground sign cannot be erected due to building location or other site constraints and upon approval of the Planning Commission.

(2) One (1) pole sign may be erected accessory to any one development regardless of the number of buildings, separate parties, tenants or uses contained therein.

(3) It shall be unlawful to erect any pole sign to a height greater than thirty (30) feet above the level of the street upon which the sign faces. The distance from the ground to the bottom shall be not less than eight (8) feet and shall be so erected as to not obstruct traffic vision. The area of such sign shall not exceed one hundred twenty (120) square feet for each sign face.

(4) Signs may be illuminated with a continuous light only.

(5) All letters, figures, characters, items or representations in cutout or irregular form, maintained in conjunction with, attached to, or superimposed upon any sign shall be safely and securely built or attached to the sign structure.

(6) Loose or missing letters, figures, characters or items shall constitute a maintenance violation.

(7) All pole signs shall be securely built, constructed and erected upon posts and standards at least forty-two (42) inches below the material surface of the ground and shall be embedded in concrete. Wood or wood products shall be of wolmanized or equal treatment.

(c) Projecting

(1) One (1) projecting sign may be erected at each entrance to a business or office establishment.

- (2) Projecting signs must project at right angles to the building and have no more than two (2) faces, and project no more than five (5) feet from the face of the building.
- (3) The bottom of the sign projecting must be at least ten (10) feet above ground level and its top may not extend higher than whichever of the following is lowest:
 - i. Twenty-five (25) feet above grade.
 - ii. The sills of the first level of windows above first story.
 - iii. The lowest part of the roof.
- (4) No projecting signs shall be attached to roofs, chimneys, smokestacks, elevator towers, penthouses, etc.
- (5) The area of each projecting sign may not exceed twenty-four (24) square feet for each sign face.
- (6) No exposed guy wires or turnbuckles are allowed on a projecting sign.

(d) Wall

- (1) Wall signs may be provided on all street sides, parking lots sides or alley sides of a building. The total sign area of wall signs on any one wall shall not exceed ten percent (10%) of the wall surface of such wall. Where a single principal building is devoted to two (2) or more business, offices or commercial uses, the operator of each such use may install a front wall sign. The maximum area of each such sign shall be determined by determining the proportionate share of the allowed signage for the principal building occupied by each such use and applying such proportion of the total sign area permitted for each tenant or the percent agreed to by the occupants, the total not to exceed the above area limitations for the district in which such building is located. It is the applicant's responsibility to provide the required information when applying for a sign permit. In those instances where a change of tenancy occurs which presents a hardship in providing signage based on this requirement, the Zoning Board of Appeals may vary these provisions.
- (2) Signs may be illuminated with a continuous light only. Illuminated signs shall not be permitted on the alley side of a building.

- (3) Materials Required: All wall signs of a greater area than fifty (50) square feet shall have a surface or facing of noncombustible material.
 - (4) Limitation on Placement. No wall sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.
 - (5) Projection and Height. No wall sign shall have a greater thickness than twelve (12) inches measured from the wall to which it is attached to the outermost surface. Wall signs may project over the public right-of-way not to exceed twelve (12) inches provided a clearance of not less than seven feet six inches (7'- 6") is maintained below such sign if such sign projects more than four (4) inches. Such sign shall not project above the roofline.
 - (6) Supports and attachments: All wall signs shall be safely and securely attached to structural members of the building by means of metal anchors, bolts or expansion screws. In no case shall any wall sign be secured with wire, strips of wood or nails. The method of attachment shall be stated on the permit application.
- (e) Awning, Canopy and Marquee. Letters may be painted or otherwise affixed to any permissible awning, canopy, or marquee subject to the following regulations:
- (1) Lettering or letters shall not project above, below or beyond the physical dimensions of the awning or canopy.
 - (2) Lettering on a marquee shall not extend beyond the geometric figure which encloses the sign message.
 - (3) No awning, canopy or marquee sign shall extend below a minimum height of seven feet six inches (7'- 6").
 - (4) The area of such sign shall be limited as part of the total sign area for all signs as provided in (d)(1) above.
- (f) Window. Window signs shall not exceed 30% of the glass area of the window area on the section of building front occupied by the business at that location.
- (g) Temporary, Transitory or Construction Signs

- (1) There shall be no more than one (1) such sign, except that on a corner lot two (2) signs with one (1) facing each street, shall be permitted. No such sign shall exceed six (6) square feet in area for each sign face of such sign. All such signs shall be removed upon occupancy.
- (2) Construction Signs for buildings under construction may be erected for the period of construction and shall not exceed a face area of sixty-four (64) square feet for each sign face of such sign. Such signs shall be erected on the building or lot where such construction is being carried on.
- (3) Temporary window signs are allowed only on the inside of the window lasting no more than fifteen (15) days. They shall occupy no more than thirty (30) percent of the area of the window in which they appear.
- (4) No temporary sign shall be strung on a building exterior or on a sign structure or across any public right-of-way nor shall any temporary sign project beyond the property line except as authorized by the City Council.
- (5) Temporary signs found by the Building Official to be in torn or damaged condition must be removed by the owner within three (3) days after receipt of notice to do so from the Building Official. Temporary signs found to be unsafe shall be removed immediately upon receipt of notice by the City.
- (6) "A" frame temporary sign provided they do not exceed six (6) square feet of sign area per sign face and shall be located so as to not obstruct pedestrian traffic. One (1) sign shall be allowed per business. A Hold Harmless Agreement must be obtained through the Engineering Department by the property owner and operator of the business being advertised. Such sign shall be securely anchored to prevent movement by wind forces.

(h) Billboards

- (1) Billboards not exceeding 200 sq. ft. per sign face are permitted only in B-2 districts on Fort Street and shall be located no nearer than three thousand (3,000) ft. between such billboards with a maximum height of thirty (30) feet. Billboards shall not be animated and lighting shall be continuous.

(i) Attention Getting Devices

- (1) Attention getting devices including searchlights, balloons, banners (provided payment of the required fee for the banner is made, and the banner may not be placed on outdoor café enclosures) and similar devices or ornamentation designed for purposes of attracting attention, promotions or advertising, are allowable. A banner or multiple banners, shall be allowed on each street, parking lot or alley side of the building, and shall not exceed twenty-four (24) square feet in area per banner or twenty-four (24) square feet total for all banners on each side of building, except only one (1) banner shall be allowed on the front of the building and shall not exceed twenty four (24) square feet in area. All banners and signs cannot exceed ten (10) per cent of the wall area. A maximum two (2) banners on any wall, except the front wall, and no more than five (5) banners shall be allowed at one (1) time. Attention-getting devices except banners as described above shall be allowed for up to three (3) separate thirty-day periods in a calendar year.

Feather banners are not permitted.

(j) Changeable Message Signs

- (1) Changeable message signs are permitted only in B-1 and B-2 Zoning Districts.
- (2) Changeable message signs shall only be permitted as ground, wall or pole signs.
- (3) An electronic changeable message sign shall be limited to the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least fifteen (15) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than sixty (60) percent of the total permitted display area of the sign.

3. PD District Sign Types Allowed.

(a) Sign types and uses allowed for the uses designated for the area as portrayed in the Master Plan for Future Land Use shall be allowed provided the Planning Commission may make a determination as to sign size and type most suitable to the promotion of the objectives of the PD District. Signs located in the Design Review District (Section 2300) shall require design review.

4. I-1, I-2, I-3, IRO Districts Sign Type Allowed.

(a) All sign types allowed and as controlled for O-S, B-I and B-2 Districts .

5. P-1 Parking Districts Sign Types Allowed.

(a) Pole and wall signs are permitted in parking districts subject to the following conditions.:

(1) One (1) entrance and one (1) exit sign for each access way to the parking lot shall be allowed and one (1) conditions of use sign for each parking lot shall be allowed.

(2) Signs shall not exceed nine (9) square feet in area for each sign face of such sign nor an overall height above ground of nine (9) feet.

(3) Signs as required by the Building Code.

6. RA-RU-RT Districts Sign Types Allowed.

(a) Wall, Transitory, Temporary and Construction Signs , as defined in this ordinance, provided such signs shall not be illuminated unless otherwise provided for in this ordinance and subject to the following conditions by sign type:

(1) Wall Signs

(i) Dwelling Nameplate. For each dwelling unit, one (1) nameplate not exceeding one (1) square foot in area.

(2) Temporary Signs or Transitory Signs

(i) Not exceeding ten (10) square feet in area for each sign face of such sign. Signs shall not be placed on

public property between the sidewalk and street curb.

- (ii) Construction Signs. For building or remodeling of nonresidential buildings, such as, but not limited to, churches and schools, not more than one (1) sign shall be allowed not to exceed thirty-two (32) square feet in total surface area for each sign face of such sign and shall be located on the premises being utilized for such construction. For residential buildings not more than one (1) sign shall be permitted not exceeding ten (10) square feet per sign face. Such sign shall be removed within fifteen (15) days of completion of the project.

7. RM-1, RM-1A, RM-2, RM-3 Districts Sign Types Allowed.

(a) Wall, real estate, ground, and temporary signs as defined in this ordinance and subject to the following conditions by sign type and subject to design review when located in the Design Review District (see Section 2300).:

(1) Wall Sign

- (i) Dwelling Nameplate. For each dwelling unit, one (1) nameplate not exceeding one (1) square foot

(2) Temporary Sign or Transitory Sign .One (1) Sign not exceeding ten (10) square feet in area for each sign face of such sign. Signs shall not be placed on public property between the sidewalk and street curb.

- (i) Signs for new Developments. It shall be permissible to erect one (1) sign not to exceed a total surface area of thirty-two (32) square feet for each sign face of such sign.

(3) Ground Signs

- (i) Multiple-family Residential Units. Any person owning or operating any multiple-family residential dwelling, with six (6) or more units may erect one (1) sign, such sign not to exceed thirty-two (32) square feet for each sign face of such sign and not to exceed an overall height of six (6) feet above the ground level and may be lighted during the hours of darkness.

(4) Temporary Signs

- (i) Banners and Pennants. Banners and pennants may be allowed for periods not to exceed thirty (30) days and must be securely fastened and any torn or damaged units must be repaired or removed.
- (ii) Construction Signs. For building or remodeling of residential and nonresidential buildings, such as, but not limited to, churches and schools, not more than one (1) sign shall be allowed not to exceed thirty-two (32) square feet in total surface area for each sign face of such sign and shall be located on the premises being utilized for such construction. For residential buildings not more than one (1) sign shall be permitted not exceeding ten (10) square feet per sign face. Such sign shall be removed within fifteen (15) days of completion of the project.

8. Permitted Signs Accessory to Churches, Schools, Nonprofit Institutions or Historical Markers on buildings in the CBD Sign Type Allowed (All Districts).

- (a) Churches, colleges, schools, buildings housing governmental functions and utilities of the City, County or State or any subdivision or historical markers on buildings in CBD thereof, are permitted to erect a sign. Such signs, when of a permanent nature, shall meet all the requirements of this ordinance and other ordinances of the City, except as provided hereafter and may include ground, portable, transitory and temporary signs as defined in this ordinance and subject to the following conditions

(1) Wall Signs

- (i) Wall signs may be provided on all street sides, parking lot sides or alley sides of a building . The total sign area of wall signs on any one wall shall not exceed five percent (5%) of the wall surface of such wall.

(2) Ground Signs

- (i) There shall be no more than one (1) sign.

- (ii) Such signs shall be set back from the lot line at least one-third (1/3) of the distance from the lot line to the nearest building, but need not be set back more than ten (10) feet from the property line.
- (iii) No sign shall exceed thirty (30) square feet in area, for each sign face of such sign, unless the sign is located more than fifty (50) feet behind the property line, then said sign may be increased by five (5) additional square feet for each additional ten (10) feet of setback, but in no event shall such sign exceed fifty (50) square feet in area for each sign face of such sign.
- (iv) Illumination of signs shall be permitted.
- (v) An electronic changeable message sign shall be limited to the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least fifteen (15) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than sixty (60) percent of the total permitted display area of the sign.

(3) Portable Signs

- (i) There shall be no more than one (1) portable sign not exceeding thirty-two (32) square feet in area for each sign face of such sign. Such portable sign shall be permitted as a temporary sign for periods not to exceed seven (7) days in a thirty (30) consecutive day period on any one (1) zoning lot and not to exceed twenty-eight (28) days in any one (1) year. In no instance shall such sign obstruct parking spaces or automobile or pedestrian travel lanes or occupy a parking space unless sufficient additional parking space is available on the site.

Connections to an energy source for lighting shall be in accord with all codes of the City and shall not be exposed in any way that may constitute a safety hazard to the public.

(4) Temporary Sign or Transitory Sign. One (1) sign not exceeding ten (10) square feet in area for each sign face of such sign. Signs shall not be placed on public property between the sidewalk and street curb.

G. Prohibited Signs. The following signs are prohibited within the City:

1. No sign or banner shall be placed upon or across any public right-of-way except by permission of the City Council.
2. It shall be unlawful for any person to display upon any sign or other advertising structure any obscene, indecent or immoral matter.
3. Signs which incorporate in any manner flashing lights.
4. String lights used in connection with business premises for commercial purposes, other than seasonal decorations.
5. Any sign unlawfully installed erected or maintained.
6. Signs on trees or utility poles, whether public or private.
7. Signs on benches. (Fig. 18).
8. Roof top signs.

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

1. Signs for which a Permit is not Required
 - (a) Wall signs not exceeding four (4) square feet in area.
 - (b) Bulletin boards when the same are located on the premises of said institutions; provided, however, if said signs are electrically illuminated, an electrical permit must be obtained.
 - (c) Traffic or other municipal signs, legal notices, danger and such temporary emergency signs as may be approved by the city.

- (d) Temporary Signs and Transitory Signs 10 square feet or less.
 - (e) Flags of recognized Federal, State, County or City governments.
 - (f) Temporary window signs.
 - (g) Signs of civic and non-profit organization displayed for not more than 90 days within any 12-month period and not to exceed 32 square feet per sign face.
 - (h) Emblems, badges, and insignias.
 - (i) Holiday decorations not exceeding 32 square feet.
 - (j) Non-illuminated signs pertaining to the construction or repair of buildings or property on which they are located. Such signs shall be removed upon the issuance of a Certificate of Occupancy.
 - (k) Off premise directional signs. Such signs shall be confined to one signpost per corner and shall not exceed a sign area of four (4) square feet per sign face.
2. Application for Sign Permit. Applications for permits shall be made upon forms provided by the Building Department and shall contain or have attached thereto the following information:
- (a) Name, address and telephone number of the applicant.
 - (b) Location of building, structure or lot to which or upon which the sign or other advertising structure is to be attached or erected.
 - (c) Position and location of the sign or other advertising structure in relation to nearby buildings or structures.
 - (d) Two (2) blueprints or drawings of the plans and specifications and methods of construction and attachment to the building or in the ground.
 - (e) Name of person, firm, corporation or association erecting structure.
 - (f) Written consent of the owner where the sign is to be erected on vacant land.

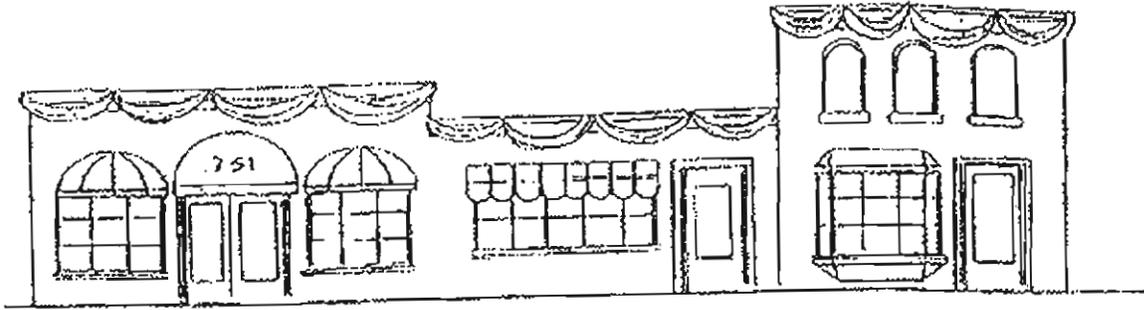
- (g) In all cases where wiring is to be used in connection with the sign an electrical permit shall be obtained in compliance with the City Electrical Code. The Electrical Inspector shall approve and affix his signature to said permit if it is deemed necessary by the Electrical Inspector.
 - (h) Such other information as the City shall require showing full compliance with this and all other ordinances of the City.
- 3. Sign Permit Fee. It shall be unlawful for any person to erect or alter any sign, except those signs specifically exempted herein, unless a permit shall first have been obtained from the Building Department for such erection or alteration, and a permit fee paid to the City according to the schedule as may be established from time to time by resolution of the City Council.
- 4. Sign Permit Revocable At Any Time. All rights and privileges accrued under the provisions of this ordinance or any amendment thereto are mere licenses and may be voided upon the violation of any of the conditions contained herein. If the work authorized under a sign or electrical permit has not been completed within six (6) months after date of issuance, said permit shall become null and void and a new permit shall be necessary to continue the project. Partially completed signs, if abandoned, shall be removed immediately by the erector upon notice from the City.
- I. Nonconforming Signs. All existing signs that do not conform to the provisions of this ordinance shall be permitted to continue as nonconforming signs until such time as they are removed or until there is a change in occupancy, at which time they shall conform to the provisions of this ordinance. The provision of this paragraph shall not apply to maintenance and repainting.
- J. Enforcement. This ordinance shall be enforced by the Building Official or an employee designated by the City Council.
- K. Sign Maintenance.
 - 1. Maintenance. All signs for which a permit is required, together with all their supports, braces, guys and anchors, shall be maintained in good working order, and when not galvanized or constructed of approved corrosion-resistant, noncombustible materials, shall be painted when necessary to prevent corrosion. The exteriors of all signs, supporting members, painted surfaces, advertising materials and lettering shall be kept painted and in good repair, so as to present a neat and

orderly appearance. All bulbs or component parts of the sign, including the electrical switches, boxes and wiring used in the illumination of the sign must be well maintained.

2. Housekeeping. It shall be the duty and responsibility of the owner or lessee of every sign to maintain the immediate premises occupied by the sign in a clean, sanitary and healthful condition.

L. Unsafe Damaged and Unlawful Signs.

1. Signs shall be subject to inspections and when the condition of the sign is questionable, the owner or occupant shall obtain a Professional Engineer's report, certifying the sign condition. Failure to submit the report and make any specified correction will result in an order for the sign to be removed.
2. Sign support structures abandoned and no longer supporting a sign shall be removed by the building owner within thirty (30) days after receiving notice to do so from the City. Should the owner fail to comply, the City, at the owner's expense, may order the work done on the owner's behalf and the cost will be assessed against the property.



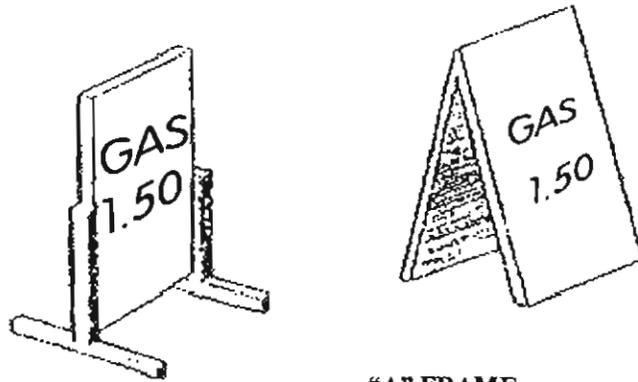
DECORATIVE DISPLAY - FIG. 1



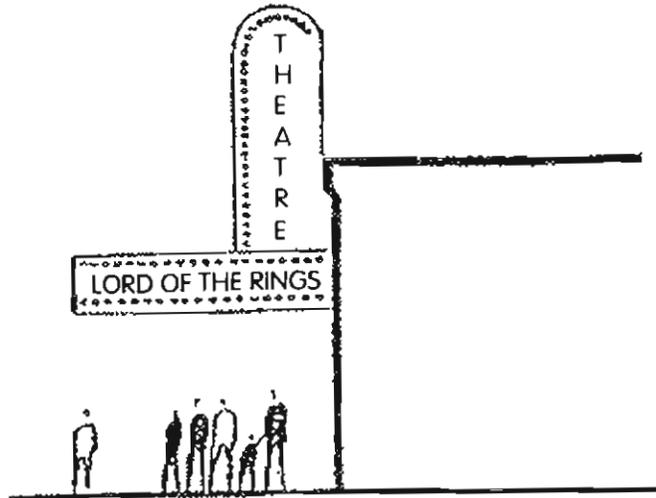
POLE SIGN - FIG. 3



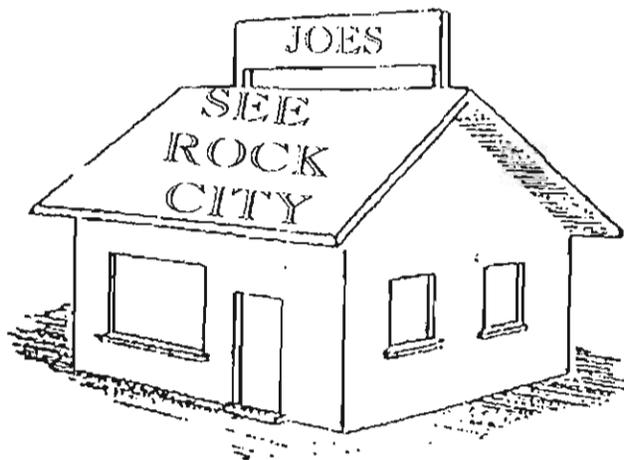
PORTABLE SIGN - FIG. 4



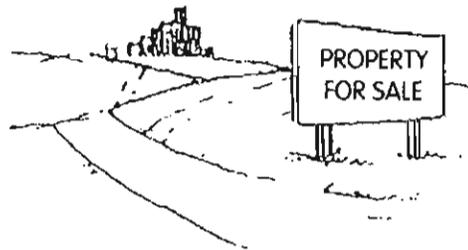
"A" FRAME
SIGNS - FIG. 2



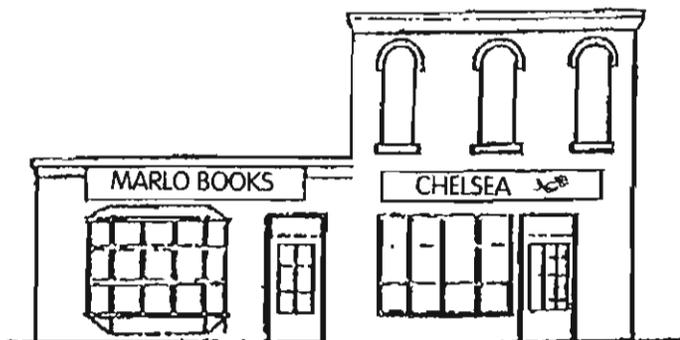
MARQUEE
SIGN - FIG. 5



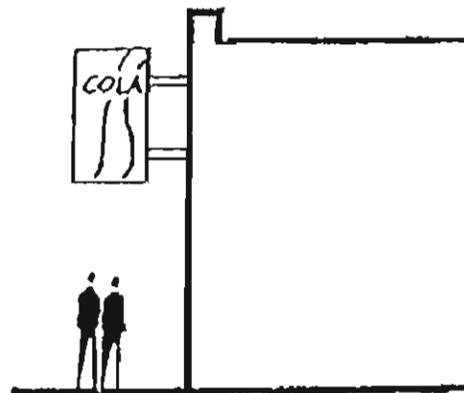
ROOF SIGNS - FIG. 6



TRANSITORY SIGN - FIG. 7



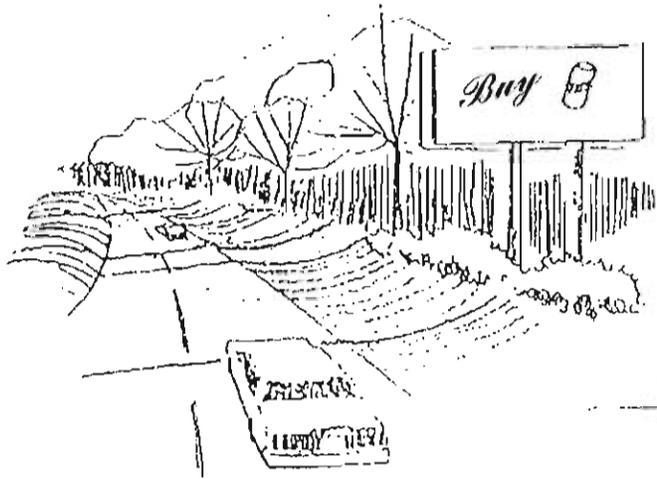
WALL SIGNS - FIG. 9



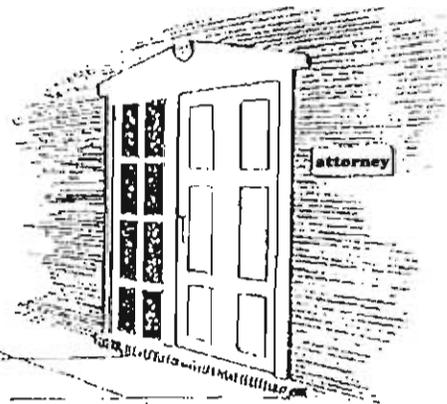
PROJECTING SIGN - FIG. 8



TEMPORARY SIGNS - FIG. 10



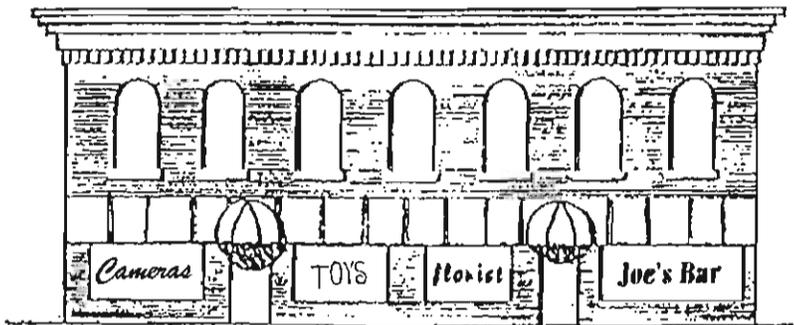
BILLBOARD - FIG. 11



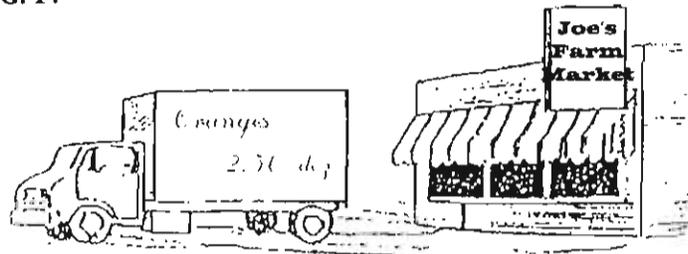
IDENTIFICATION NAME
PLATE - FIG. 12



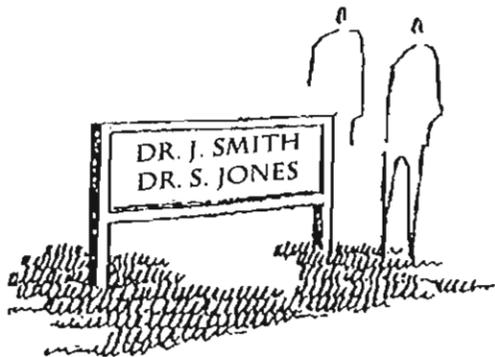
BANNER SIGN - FIG. 13



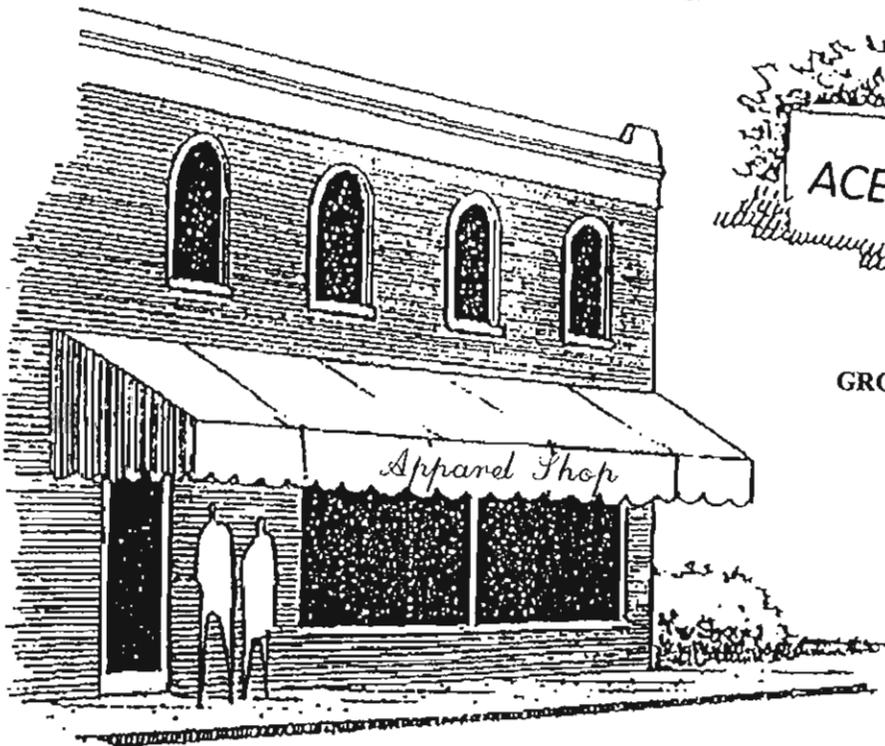
WINDOW SIGN - FIG. 14



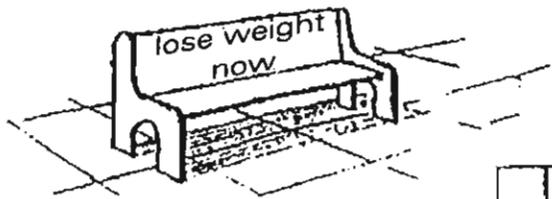
VEHICLE BUSINESS SIGN - FIG. 15



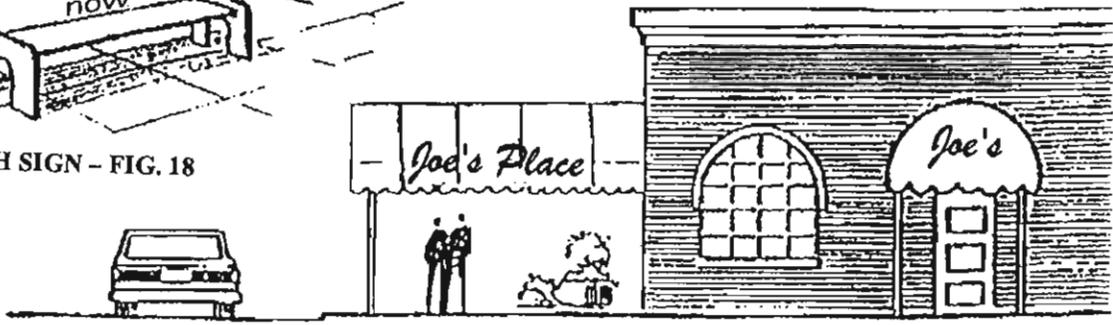
GROUND SIGNS - FIG. 16



AWNING SIGN - FIG. 17



BENCH SIGN - FIG. 18



CANOPY SIGNS - FIG. 19

Section 3. Reservation of Rights.

Nothing in this Ordinance or in the Code hereby adopted shall be construed to affect any suit or proceeding in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy or any character be lost, impaired or affected by this Ordinance.

Section 4. Severability.

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

Section 5. Conflicting Ordinances.

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

Section 6. Effective

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

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

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

ABSENT _____

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

CERTIFICATION

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

Lawrence S. Stec, City Clerk

Joseph R. Peterson, Mayor

HEARINGS GUIDE SHEET

ALLEY VACATION HEARING

HEARING OF OBJECTIONS TO THE PROPOSED VACATION OF AN ALLEY IN THE CITY OF WYANDOTTE

The sixteen (16) foot wide public alley west of 7th Street starting 96.07 feet north of Hillsdale Street extending 175 feet north toward Grove Street being adjacent to lots 26 through 32, South Detroit Sub, as recorded in Liber 14, Page 95 of Plats, Wayne County Records.

RESOLUTION

Wyandotte, Michigan

Date: November 14, 2016
21

RESOLUTION by Councilperson _____

Supported by Councilperson _____

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

RESOLVED BY THE CITY COUNCIL CITY OF WYANDOTTE

WHEREAS, the Council by resolution has deemed it advisable and necessary for the health, welfare, comfort and safety of the people of the City of Wyandotte, to vacate the hereinafter described land in the City of Wyandotte, County of Wayne, State of Michigan, as a public alley, more particularly described as:

The sixteen (16) foot wide public alley west of 7th Street starting 96.07 feet north of Hillsdale Street extending 175 feet north toward Grove Street being adjacent to lots 26 through 32, South Detroit Sub, as recorded in Liber 14, Page 95 of Plats, Wayne County Records.

WHEREAS, due notice has been given of the hearing of objections to said vacation; and

WHEREAS, said hearing having taken place in accordance with such notice, and **zero** objections have been offered, and this Council still being of the opinion that said vacation is advisable; now, therefore,

BE IT RESOLVED that the above described alley shall be and the same is hereby declared VACATED as a public alley, reserving to the City of Wyandotte, A Municipal Corporation of the State of Michigan, its successors and assigns forever and in perpetuity from the date hereof, an easement on, over, under, across, and within the sixteen (16) foot right-of-way of the above described alley for the purposes of constructing, operating, maintaining and repairing existing and future public utilities, sewers and drains, and that said City of Wyandotte, its contractors, employees, agents successors, assigns and lessees shall at all times have free ingress to and egress from said alley right-of-way, to construct, operate, maintain and repair said existing and future utility lines of every nature, and sewers and drains.

BE IT FURTHER RESOLVED if approved by Council, authorize the City Clerk to give notice of the hearing of objections in accordance with the City Charter and set the time and date for the public hearing.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

Supporting Docs - 10/10/16

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE:

AGENDA ITEM # _____

ITEM: Proposal to Vacate a Public Alley West of 7th Street From Hillsdale Street North

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The petition of Chad Tarwacki was submitted to vacate the sixteen (16) foot wide public alley at 4088 7th, 4080 7th, 4072 7th, 4064 7th, 4056 7th, and 4048 7th Street. The petition indicated 50% of the abutting property owners are in favor of the vacation. The property owner at 4088 7th, 4080 7th, 4072 7th, 4064 7th, 4056 7th, and 4048 7th Street is using this public alley as part of their business operations. The property owner desires to possibly pave this alley in the future. The owner has been advised that this vacation only provides him eight (8) feet of alley to do said paving. The property owner at 760 Hillsdale objects to vacating this alley, as he would lose access to his property. This alley has overhead electric, cable, and phone lines, as well as an underground sewer line. Therefore, it is recommended to only vacate a portion of this alley with no fence or barrier being placed in the vacated alley that would restrict or limit access to these utilities.

The Department of Legal Affairs has prepared the necessary resolution setting a hearing of objections to proceed with vacating a portion of the public alley.

STRATEGIC PLAN/GOALS: This proposal to close the alley is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

ACTION REQUESTED: Determine that vacating a portion of the public alley is a necessary and beneficial public improvement, and adopt the prepared resolution setting the time and date for a public hearing.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The alley vacation will have no budget implications.

IMPLEMENTATION PLAN: If approved by Council, authorize the City Clerk to give notice of the hearing of objections in accordance with the City Charter and set the time and date for the public hearing.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Proposed Resolution for setting the Hearing of Objections, map of location, signed petition, Notice of Hearing of Objections, and legal description of 760 Hillsdale.

RESOLUTION

Wyandotte, Michigan

RESOLUTION BY COUNCILPERSON _____

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

RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE.

That it is a necessary public improvement for the health, welfare, comfort and safety of the People of the City of Wyandotte, and is deemed advisable to vacate the following land as a public alley in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

The sixteen (16) foot wide public alley west of 7th Street starting 96.07 feet north of Hillsdale Street extending 175 feet north toward Grove Street being adjacent to lots 26 through 32, South Detroit Sub, as recorded in Liber 14, Page 95 of Plats, Wayne County Records.

RESOLVED FURTHER, that this Council will meet on Monday, **November 14**, 2016, at 7:00 p.m., in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, in said City, to hear objections to the proposed vacation of said described land as a public alley.

RESOLVED FURTHER, that the City Clerk shall give notice of such meeting, with a copy of this Resolution, in a newspaper published and circulating in said City, in accordance with the provisions of the City Charter.

I move the adoption of the foregoing Resolution.

Councilperson _____

Supported by Councilperson _____

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

NOTICE OF HEARING OF OBJECTIONS TO THE
PROPOSED VACATION OF AN ALLEY
IN THE CITY OF WYANDOTTE

NOTICE IS HEREBY GIVEN that the Council of the City of Wyandotte has heretofore determined that it is advisable and necessary to vacate 175 feet of the sixteen (16) foot wide public alley running north and south between 7th Street and 8th Street, and Hillsdale Street and Grove Street in the City of Wyandotte, Wayne County, Michigan.

The sixteen (16) foot wide public alley west of 7th Street starting 96.07 feet north of Hillsdale Street extending 175 feet north toward Grove Street being adjacent to lots 26 through 32, South Detroit Sub, as recorded in Liber 14, Page 95 of Plats, Wayne County Records.

That said Council will meet on Monday, **November 14** _____, 2016, at 7:00 P.M., Local Time, in the Council Chambers in the City Hall of said City, 3200 Biddle Avenue, Wyandotte, Michigan, to hear objections to the proposed vacation of said described land as a public alley, in the City of Wyandotte, Wayne County, Michigan.

Dated at Wyandotte, Michigan, this _____ day of _____, 2016.

LAWRENCE S. STEC
City Clerk
City of Wyandotte

**CITY OF WYANDOTTE, MICHIGAN
CERTIFIED RESOLUTION
2016-237**

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

UNDER THE DATE OF: May 16, 2016

MOVED BY: Councilperson Schultz

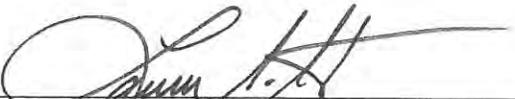
SUPPORTED BY: Councilperson VanBoxell

BE IT RESOLVED that the alley vacation petition submitted by Chad Tarwacki requesting that the alley behind the property located at 4088 7th Street be referred to the City Engineer.

BE IT FURTHER RESOLVED that the Alley Vacation/Closing Instructions and Petition Procedure packet has been reviewed and approved by Council and will be implemented immediately for all future alley vacation and closing petitions.

Motion unanimously carried.

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on May 16, 2016 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.



Lawrence S. Stec
City Clerk



CONSENT TO VACATE OR CLOSE AN ALLEY

We, the undersigned, being all the owners of the real property in the City of Wyandotte, commonly known as

Alley in area of Hillsdale between 7th & 8th St

Street address

do hereby consent to the (circle one)

Vacation

Closing

of the alley of our property.

Dated: 5/12/16

Signed:

[Signature]
Owner

Owner

In the presence of:

[Signature]
Witness

Witness

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
MURRAY, DANIEL	CHB BROWN LLC	155,000	01/20/2014	PTA	00-NOT AUDITED		OTHER/L-4260	100.0

Property Address	Class: INDUSTRIAL REAL	Zoning:	Building Permit(s)	Date	Number	Status
760 HILLSDALE	School: 57-WYANDOTTE					
	P.R.E. 0%					
Owner's Name/Address	MAP #:					
CHB BROWN LLC 760 HILLSDALE WYANDOTTE MI 48192	2017 Est TCV Tentative					

Tax Description	X Improved	Vacant	Land Value Estimates for Land Table 00040.INDUSTRIAL							
2715 TO 2719 LOTS 1 TO 5 INCL SOUTH DETROIT SUB, BLOCK 46 T3S R11E, L14 P95 WCR			* Factors *							
			Description	Frontage	Depth	Front	Depth	Rate %Adj.	Reason	Value
			RATE TABLE			14212 SqFt	0.00000	100		0
			Flat Value:							11,003
			0.33 Total Acres		Total Est. Land Value =				11,003	

Comments/Influences	X Water	X Sewer	X Electric	X Gas	X Curb	Land Improvement Cost Estimates					
C H BROWN TRANSPORTATION C OF O DATED AUGUST 23, 2011 ZONED I - 1 CECIL BROWN 760 HILLSDALE WYANDOTTE MI EXISTING INDUSTRIAL BUILDNG USED FOR TRUCK REPAIR						Description	Rate	CountyMult.	Size	%Good	Cash Value
						Unit in Place Item(s)					
						CONCRETE PAD 6" SF	6.38	1.00	3040.0	55	10,667
						CONCRETE SIDEWALK SF	4.49	1.00	160.0	55	395
						Total Estimated Land Improvements True Cash Value =					11,062

Topography of Site	X Level	Rolling	Low	High	X Landscaped	Swamp	Wooded	Pond	Waterfront	Ravine	Wetland	Flood Plain



Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
2017	Tentative	Tentative	Tentative			Tentative
2016	5,500	99,500	105,000			105,000S
2015	5,500	112,400	117,900			117,900S
2014	5,500	111,000	116,500			111,149C

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*** Information herein deemed reliable but not guaranteed***

Guide Sheet

FIRST READING OF AN ORDINANCE

#1436

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
CODE OF ORDINANCE BY AMENDING SEC. 25-76.3
“PROHIBITED CONDUCT”

#1437

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
CODE OF ORDINANCE BY AMENDING SEC. 25-10.1
“MANDATORY SCHOOL ATTENDANCE AND EDUCATIONAL NEGLECT”

#1438

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

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF
WYANDOTTE CODE OF ORDINANCE BY AMENDING SEC. 25-76.3
“PROHIBITED CONDUCT”

THE CITY OF WYANDOTTE ORDAINS:

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

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

Section 2. Severability.

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

Section 3. Effective Date.

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

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

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

Absent: _____

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

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the __ day of _____, 2016.

Dated _____, 2016

JOSEPH R. PETERSON, Mayor

LAWRENCE S. STEC, City Clerk

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF
WYANDOTTE CODE OF ORDINANCE BY AMENDING SEC. 25-10.1
“MANDATORY SCHOOL ATTENDANCE AND EDUCATIONAL NEGLECT”

THE CITY OF WYANDOTTE ORDAINS:

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

- a) This section shall be known as and may be cited as the “Mandatory School Attendance and Educational Neglect Ordinance” of the City of Wyandotte.
- b) Every parent guardian, or other person in the City of Wyandotte having control and charge of a child from the age of six (6) to the child’s sixteenth birthday, shall send that child to school during the entire school year. The child’s attendance shall be continuous and consecutive for the school year fixed by the School District in which the child is enrolled. A child becoming six (6) years of age before December 1 shall be enrolled on the first school day of the school year in which the child’s sixth birthday occurs.
- c) No person having the care, custody, or control of a child is required to be enrolled in, or is enrolled in school, shall fail to properly supervise or care for such child where such failure of supervision or care, causes the child to:
 - i. fail to attend school regularly, consecutively, or on time at the start of the school day, unless valid excuse is provided, according to the attendance policy of the School District, or
 - ii. have continued discipline, misconduct, or inappropriate behavior of said child at school, or
 - iii. have continued violations of the adopted school student codes of conduct by the child.

If a person is responsible for (i), (ii), and/or (iii) above, said person shall be presumed to be in violation of this section, and where such person as defined above, shall fail to participate in, or comply with, the corrective measures adopted by the School District for the attendance, discipline, misconduct, behavior or student code of conduct of the child, shall be a failure to properly supervise or care for such child.

- d) The Superintendent of Schools in the City of Wyandotte, his or her designated attendance officer, or other law enforcement officer, shall investigate each case when notified by a teacher, principal, assistant principal, school officer, or other person, of a violation of section (c). If the child complained of is not exempt from public school attendance under state law, the Superintendent of Schools in the City of Wyandotte, his or her designated attendance officer, or other law enforcement officer shall proceed immediately in the manner provided in this section.
 - i. The Superintendent of Schools in the City of Wyandotte, his or her designated attendance officer, or other law enforcement officer, may notify in writing, the

parent/guardian in person, or by certified mail, to come to the school or to a place designated at a specified time to discuss the child, as well as requiring the child appear at the school the next regular school day following the receipt of notice, and to continue in regular and consecutive attendance in school. Proof of service of the required notice shall be retained by the Superintendent of Schools in the City of Wyandotte or his or her designated attendance officer, or other law enforcement official, who shall notify the appropriate school officials in case of failure on the part of the parent/guardian to comply with the notice, **OR,**

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

Section 2. Severability.

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

Section 3. Effective Date.

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

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

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

Absent: _____

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

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the __ day of _____, 2016.

Dated _____, 2016

JOSEPH R. PETERSON, Mayor

LAWRENCE S. STEC, City Clerk

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

THE CITY OF WYANDOTTE ORDAINS:

Section 1 Adoption of Section 25-10.4 "School Residency Fraud"

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

Section 2. Severability.

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

Section 3. Effective Date.

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

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

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

Absent: _____

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

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the __ day of _____, 2016.

Dated _____, 2016

JOSEPH R. PETERSON, Mayor

LAWRENCE S. STEC, City Clerk

Reports & Minutes

1

October 24, 2016

CITY OF WYANDOTTE REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, October 24, 2016, and was called to order at 7:00pm with Honorable Mayor Joseph R. Peterson presiding.

The meeting began with the Pledge of Allegiance, followed by roll call.

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

Absent: Thomas Woodruff, City Assessor

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

PRESENTATIONS

None

UNFINISHED BUSINESS

Discussion regarding Resolution #2016-528

COMMUNICATIONS MISCELLANEOUS

Discussion regarding Resolution #2016-529

PERSONS IN THE AUDIENCE

- Don Icenogle, 1302 13th, regarding traffic concerns in the 13th Street/school area.
- Brian Morrow regarding his candidacy for Judge of Circuit Court

NEW BUSINESS (ELECTED OFFICIALS)

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

Discussion regarding Resolution #2016-530 - #2016-534

PRESENTATION OF PETITIONS

None

REPORTS & MINUTES

City Council	October 17, 2016
Brownfield Redevelopment Authority	September 20, 2016 & October 18, 2016
Cultural & Historical Commission	June 9, 2016 & September 8, 2016
Daily Cash Receipts	October 13, 2016
Museums Finance Report	September 2016
Retirement Commission	October 20, 2016
Tax Increment Finance Authority	September 20, 2016 & October 18, 2016
Zoning Board of Appeals	October 5, 2016

CITIZENS PARTICIPATION

- Chris Calvin, 466 Sycamore, regarding Firefighters Local 356 letter (agenda item #2)

RECESS

RECONVENE

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

Absent: Thomas Woodruff, City Assessor

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

HEARINGS

None

FIRST READING OF AN ORDINANCE

None

FINAL READING OF AN ORDINANCE

- #1435: Chapter 29, Art. II, Sec. 29-23, Section P-114.2 – Fee Schedule; Sewer Tap New

RESOLUTIONS

2016-527 MINUTES

By Councilperson Fricke, supported by Councilperson Miciura

RESOLVED that the minutes of the meeting held under the date of October 17, 2016, be approved as recorded.

Motion unanimously carried.

2016-528 WPD RESPONSE – 13TH STREET SCHOOL CONGESTION

By Councilperson Fricke, supported by Councilperson Miciura

BE IT RESOLVED that the response from Inspector Zalewski regarding the letter submitted by Ms. Paciorka and read at the October 10, 2016 City Council meeting is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the City Clerk's office will forward Inspector Zalewski's report to the Superintendent of School to provide a report back to the Mayor and Council.

Motion unanimously carried.

2016-529 FIREFIGHTERS LOCAL 356 – MUTUAL AID/LEVEL OF SERVICE

By Councilperson Fricke, supported by Councilperson Miciura

BE IT RESOLVED that the Council receives the communication from the Wyandotte Fire Fighters Local 356 regarding the Downriver Mutual Aid Agreement & Level of Service and refers said communication to the Fire Chief, City Administrator, and Mayor with a report back to council in 2 weeks (11/14/2016); AND

BE IT FURTHER RESOLVED that the communication will be referred to the City Attorney for review of the current Mutual Aid Agreement.

Motion unanimously carried.

2016-530 HUMAN RESOURCE SPECIALIST HIRING – A. GOUDY

By Councilperson Fricke, supported by Councilperson Miciura

BE IT RESOLVED that Council acknowledges receipt of the communication from the City Administrator regarding the Human Resource Specialist; AND

CONCURS with the recommendation therein and hereby declares said position vacant and authorizes the filling of such vacancy; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation and approve the hiring of Anne M. Goudy as Human Resource Specialist at salary level 39D contingent on the successful completion of a physical and drug screen examination.

Motion unanimously carried.

2016-531 TIFA BUDGET AMENDMENT – BISHOP PARK LIGHTING PHASE 2

By Councilperson Fricke, supported by Councilperson Miciura

WHEREAS, the City of Wyandotte Tax Increment Finance Authority (TIFA) recommends approval of a FY2017 budget amendment for WIRES II Grant matching funds for the Bishop Park Lighting Project – Phase II for the fiscal year totaling \$ 92,930.00; AND

WHEREAS, the proposed amendment for FY2017 would be made from excess revenue and an appropriation of fund balance for which sufficient funds are available; now

THEREFORE, BE IT RESOLVED by the City of Wyandotte City Council approving a FY2017 TIFA budget amendment, totaling \$92,930.00, to fund the required WIRES II Grant match for Phase II of the Bishop Park Lighting Project.

Motion unanimously carried.

2016-532 MEMORIAL PARK BASEBALL INFIELD TARP PURCHASE

By Councilperson Fricke, supported by Councilperson Miciura

BE IT RESOLVED that Council concurs with the recommendation of the Superintendent of Recreation and hereby approves the purchase of a field tarp from On Deck Sports in the amount of \$6,620.00, with funds to be paid out of the Memorial Park Improvement Account #101-750-850-560.

Motion unanimously carried.

2016-533 2016 HOLIDAY LIGHTS CONTRACT – CHRISTMAS TREE LIGHTS

By Councilperson Fricke, supported by Councilperson Miciura

BE IT RESOLVED that Council Concurs with the Special Event Coordinator to approve the contract for Grosse Ile Lawn and Sprinkler for the lighting of the 2016 Christmas Tree with funds to be paid from the Special Events Misc. Expense Account #285-000-655-039 in the amount of \$1,400.00; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Motion unanimously carried.

2016-534 HOLIDAY LIGHTS CONTRACT – DDA/DOWNTOWN

By Councilperson Fricke, supported by Councilperson Miciura

BE IT RESOLVED that Council Concurs with the Special Event Coordinator to approve the contract for Grosse Ile Lawn and Sprinkler for the 2016 Christmas event season with funds to be paid from the DDA Expense Account #499-200-850-522 in the amount of \$40,000.00; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte; AND

BE IT FURTHER RESOLVED that the contract will be sent to the City Attorney for the purpose of adding language to the contract to protect city and private property from any damages.

Motion unanimously carried.

2016-535 BILLS & ACCOUNTS

By Councilperson Fricke, supported by Councilperson Miciura

RESOLVED that the total bills and accounts of \$1,260,086.85 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

2016-536 #1435: NEW SEWER TAP FEES

By Councilperson Fricke, supported by Councilperson Miciura

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND CHAPTER 29 PLUMBING AND GAS

ARTICLE II. PLUMBING CODE, SEC. 29-23 AMENDMENTS

SECTION P-114.2 FEE SCHEDULE – SEWER TAP NEW

OF THE CITY OF WYANDOTTE

CODE OF ORDINANCES

CITY OF WYANDOTTE ORDAINS:

Section 1.

Chapter 29, Article II. Plumbing Code, Section 29-23 Amendments, Section P-114.2 Fee Schedule is hereby amending the fee for sewer replacement to the main to read as follows: Section P-114.2 Fee Schedule. The permit fees for sewer tap new shall be as indicated in the following schedule all other fees shall remain unchanged:

Sewer pipe new city sewer being tapped\$500.00

Section 2.

Nothing in this Ordinance or in the Code hereby adopted shall be construed to affect any suit or proceeding in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy or any character be lost, impaired or affected by this Ordinance.

Section 3.

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

Section 4.

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

Section 5.

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and shall be published in within ten (10) days after adoption.

Motion unanimously carried.

CERTIFICATION

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the 24th day of October, 2016.

JOSEPH R. PETERSON, Mayor

LAWRENCE STEC, City Clerk

2016-537 ADJOURNMENT

By Councilperson Fricke, supported by Councilperson Miciura

RESOLVED that this regular meeting of the Wyandotte City Council be adjourned at 8:09 p.m.

Motion unanimously carried.



Lawrence S. Stec, City Clerk

CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION MEETING MINUTES, APPROVED
OCTOBER 12, 2016

Members Present: John Darin, Chairman, Michael Bak, Noel Galeski, Stephanie Pizzo, Alice Ugjesa

Members Excused: Kelly Dodson, Andrea Fuller, Linda Orta, Bill Summerell

Guest(s): Joseph Gruber, Director, Wyandotte Downtown Development Authority
April Treece, Wyandotte Community Garden Coordinator

1. Call to Order: The meeting was called to order by John at 6:04 pm.
2. Reading and Approval of Previous Minutes:
 - a. September 14, 2016 Regular Meeting: After review of the minutes, Alice made a motion, seconded by Stephanie, to approve the draft minutes of the September 14, 2016 regular meeting of the Beautification Commission without change. The motion was approved.
3. Approval of Agenda: Motion was made by Alice, seconded by Michael, to approve this meeting's agenda without change. The motion was approved.
4. DDA Presentation and Discussion, Planting City Parking Lot 11: Joe reviewed perceived issues with the general condition and appearance of city parking lot 11, at Oak and 1st Streets. There are a number of tree boxes that need to be re-planted, and the area also needs a general clean-up, repair of broken paver bricks and concrete, and weeding. John suggested an on-site review for needs assessment and action planning. After discussion, it was agreed that Joe will meet with John and Alice at 9:00 am next Wednesday, October 19, 2016 to identify urgent needs and develop an action plan. The consensus of the Commission was favorable for this approach.
5. Chairperson's Report:
 - a. Documents: An updated Attendance Log was distributed.
 - b. Pending Beautification Commission Application(s): John reported that there is some interest in the vacant Beautification Commission positions, and that one application is pending.
6. Treasurer's Report:
 - a. Budget Request to DDA for FY 2016-2017 Funding: John reported that City Council approved the FY 2016-2017 DDA/TIF appropriation of \$10,000 for the Beautification Commission at their September 19, 2016 meeting.
 - b. FY 2015-2016 Year-End Expense Report, Final Accounting: The FY 2015-2016 Year-End Expense Report was distributed and reviewed. The DDA-funded account budget balance was exhausted. The GoFundMe year-end account balance was \$623.53. The invoice for the autumn mums hanging basket plantings was received and posted, and it was noted that actual expense (\$607.00) was less than estimated expense (\$640.00).
 - c. FY 2016-2017 YTD Expense Report: The FY 2016-2017 YTD Expense Report was distributed and reviewed. There were posted expenses of \$85.21, \$50.00 for FDR membership renewal and \$35.21 contingency fund expense, leaving a current balance of \$9,914.79 in the DDA-funded budget. There were no expenses posted to GoFundMe proceeds budget portion, leaving a current balance of \$623.53.
7. FY 2016-2017 Operating Expense Budget Development: There was much discussion regarding distribution of operating expense budgeted funds for each operating expense category. Alice developed a listing of proposed new projects, which was distributed and reviewed for reference. The 'Planter Pots & Urn Plantings' category was re-named as 'Seasonal Decorations for All Pots' category. Two additional categories were established: 'Adopt-A-Spot in Wyandotte Signs' and 'Holiday Lighting Awards'. All categories were funded at a level acceptable to each project coordinator. Consensus approval was obtained on the final expense category budgets. The expense category budgets will be distributed at the next meeting for approval.
8. Communications, Event Marketing, & Volunteer Recruitment Report:
 - a. Wyandotte Today Article: Andrea communicated a request to John from the Editor of Wyandotte Today for an article about the Beautification Commission and its activities. Andrea contributed a number of photos for the article, also. The article will be published in the Fourth Quarter 2016 issue of Wyandotte Today. A copy of the article was distributed.

- b. Wyandotte Today Inquiry Regarding Beautification Awards: An inquiry was received from the Advertising Director of Wyandotte Today regarding some recipients of the 2016 beautification awards. Her inquiry was referred to Alice for follow-up.
9. "Adopt-A-Spot in Wyandotte" Program Update:
 - a. Adopt-A-Spot Recognition Signs: John reported that the recognition signs have been ordered, as approved at the September meeting. 7 signs will be produced with volunteer names printed on them. 3 additional signs will be produced with a blank space for an applique with the volunteer's name printed on it to be affixed at a later date.
 - b. Wyandotte Community Church Approval: The Wyandotte Community Church has been informed of their approval to adopt the BASF Gazebo, its planter pots, and its associated flower bed. They were very excited!
10. Community Garden Update: April reported that she has been working on an end-of-the-season communication to the gardeners. She is updating the community garden application, and is also working on updating Program Rules & Terms and Conditions. The end of the gardening season is growing near!
11. Downtown Plantings Update: Noel and Michael offered to coordinate our seasonal downtown plantings and decorations. They reviewed that the planter pots at the arbor, teardrop, and Nanna's Kitchen will be planted in a Fall/Halloween theme.
12. Winter & Holiday Baskets Update: Alice reported that the arbor hanging baskets have been planted with mums for a fall theme, and will be planted with winter and holiday decorations after frost. The free-standing hanging baskets will be dis-assembled and stored at the DPS yard for the winter.
13. Old Business:
 - a. Residential Holiday Lighting Award Program: Michael reported that he and John met with Myssa Saleh, City of Dearborn City Beautiful Program Coordinator regarding the Dearborn AGLOW Program. It was a very good meeting, and provided much insight. Michael is developing program design for review at the November Commission meeting, and implementation immediately thereafter. It will be important to blast the media with announcements to get the message out quickly to the public.
 - b. Special Meeting Wednesday, December 14, 2016: After discussion, it was decided by consensus that the Beautification Commission will hold a Special Meeting on Wednesday, December 14, 2016 at 6:00 pm in the Mayor's Conference Room to review all nominations for Residential Holiday Lighting Awards. John will inform Julie for room scheduling purposes.
14. New Business: There was no New Business to Report.
15. Round-Table Reports and Announcements: There were no Round-Table Reports or Announcements.
16. Next Meeting: The next regular meeting of the Beautification Commission is scheduled for Wednesday, November 9, 2016 at 6:00 pm – 8:00 pm in City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.
17. Adjournment: The meeting was adjourned at 8:00 pm.



John M. Darin
Chairman,
Wyandotte Beautification Commission

CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION MEETING MINUTES, DRAFT
NOVEMBER 9, 2016

Members Present: John Darin, Chairman, Kelly Dodson, Noel Galeski, Linda Orta, Alice Ugljesa

Members Excused: Michael Bak, Andrea Fuller, Stephanie Pizzo, Bill Summerell

Guest(s): Patricia Iacopelli, Applicant for Beautification Commission Appointment
April Treece, Applicant for Beautification Commission Appointment

1. Call to Order: The meeting was called to order by John at 6:03 pm. This meeting's guests were introduced.
2. Reading and Approval of Previous Minutes:
 - a. October 12, 2016 Regular Meeting: After review of the minutes, Alice made a motion, seconded by Noel, to approve the draft minutes of the October 12, 2016 regular meeting of the Beautification Commission without change. The motion was approved.
3. Approval of Agenda: Alice requested that Action Items be moved earlier in the agenda, because she had to leave early. Motion was made by Noel, seconded by Alice, to approve this meeting's agenda with Action Items reviewed earlier. The motion was approved.
4. Chairperson's Report:
 - a. Documents: An updated Attendance Log was distributed.
 - b. Updated Commissioner Roles and Responsibilities Document: An updated Commissioner Roles and Responsibilities document was distributed and reviewed. The District Court Work Force Coordinator role is established as a stand-alone Role, to be shared between the Community Garden Coordinator, and the Hanging Basket Coordinator/Streetscape Maintenance Volunteer. The District Court Work Force internal contacts information were updated. There were numerous revisions to the text for clarity. Noel made a motion, seconded by Alice, to approve the Commissioner Roles and Responsibilities document as revised. The motion was approved.
 - c. Pending Beautification Commission Application – Ms. Patricia Iacopelli: Patricia introduced herself and reviewed her background and interests for the commissioners. Her application has been submitted to the Mayor's Office. She was invited to stay for the entire business meeting, which she did. John will email the Commission's consensus positive recommendation for appointment to Mayor Peterson.
 - d. Pending Beautification Commission Application – Ms. April Treece: April reviewed her background and interests for the commissioners. Her application has been submitted to the Mayor's Office. She was invited to stay for the entire business meeting, which she did. John will email the Commission's consensus positive recommendation for appointment to Mayor Peterson.
 - e. Follow-Up on City Lot #11 Site Landscaping Review: John reported that he and Alice met with Joe Gruber on-site to review the potential planting of selected vacant tree boxes in city parking lot 11, Oak & First Streets. It was noted that the brick paver walkway needs major restoration, multiple tree boxes are vacant, with at least 2 additional trees virtually dead and needing to be cut. Ideas included planting flowering trees in the vacant tree boxes, once prepped, mulching the tree boxes and relocating planter pots for seasonal decoration, and/or planting annuals and perennials in the vacant tree boxes. Watering was identified as a major problem, and an obstacle for planting annuals. The planted areas would likely need watering from the Gator. Joe will get the vacant tree box beds prepped, and we will continue to discuss our options.
 - f. BCSEM Quarterly Meeting, Thursday, December 8, 2016, Huntington Woods: John announced the upcoming BCSEM meeting in Huntington Woods. The invitation form was distributed, and all commissioners were encouraged to attend. The \$15 registration fee will be reimbursed.
5. Treasurer's Report:
 - a. FY 2016-2017 Approved Budget Plan: The FY 2016-2017 Budget Plan, as approved at the October meeting, was distributed and reviewed.
 - b. FY 2016-2017 YTD Expense Report: The FY 2016-2017 YTD Expense Report was distributed and reviewed. There were posted expenses of \$32.97 for gourds and seasonal decorations for pots, and \$100 for Adopt-A-Spot volunteer recognition signage, leaving a current balance of \$9,781.82 in the DDA-funded budget. There was one posted expense from the GoFundMe proceeds budget of \$35.83 for mums & kale for the nanna's Kitchen area, leaving a current balance of \$587.70.

6. Action Item: Review and Approval of 2017 Beautification Commission Officers and Coordinators: John distributed a draft slate for review. Noel offered to continue her Role as Fall Dig-In Coordinator, and Kelly offered to take the Role as Volunteer Coordinator. All other Roles will continue to be filled by the incumbent commissioners. Alice made a motion, seconded by Linda, to approve the 2017 slate of Commission Officers and Coordinators, as amended. The motion was approved. The highly-sought after positions of Recording Secretary and Treasurer remain to be filled. John will continue to fulfill those roles on a temporary basis, until commissioners are identified. The current list of 2017 Officers and Commissioners is as follows:

Chairperson:	John Darin
Corresponding Secretary:	Andrea Fuller
Recording Secretary:	- VACANT -
Treasurer:	- VACANT -
Beautification Awards Coordinator:	Alice Ugljesa
Community Garden Coordinator:	April Treece
Dig-In Coordinator, Spring:	Noel Galeski
Dig-In Coordinator, Fall:	Noel Galeski
District Court Work Force Coordinators:	April Treece & Alice Ugljesa
Hanging Basket Coordinator:	Alice Ugljesa
Holiday Lighting Awards Coordinator:	Michael Bak
Landscape Planting Coordinator:	Linda Orta
Public Relations & Social Media Coordinator:	Andrea Fuller
Spring Clean-Up Coordinator:	Noel Galeski
Volunteer Coordinator:	Kelly Dodson

7. Action Item: Review and Approval of 2017 Beautification Commission Meeting Dates: A draft schedule of regular meetings and special meeting was distributed and discussed. All regular meetings will be held on the 2nd Wednesday of each month, except for July on the 3rd Wednesday, at 6:00 pm in our current venue. There would be no regular meeting in December, but a special meeting would be held to select Annual Holiday Lighting Awards. Noel made a motion, seconded by Alice, to approve the 2017 Commission meeting dates, as revised after discussion. The motion was approved. The 2017 meeting dates are as follows:

<u>Meeting Date</u>	<u>Primary Agenda Focus</u>
January 11, 2017	
February 8, 2017	
March 8, 2017	Community Garden Planning, Spring Dig-In Planning
April 12, 2017	Spring Clean-Up & Hanging Baskets Planning
May 10, 2017	
June 14, 2017	
July 19, 2017 *	Mid-Year Budget Review
August 9, 2017	Beautification Awards Selection, Fall Dig-In Planning,
September 13, 2017	Winter/Holiday Baskets
October 11, 2017	FY 2016-2017 Budget Plan Review
November 8, 2017	Election of 2017 Officers & Coordinators 2017 Meeting & Event Dates Approval
December 13, 2017	Special Meeting: Holiday Lighting Awards Selection

8. Action Item: Review and Approval of 2017 Beautification Commission Special Event Dates: A draft schedule of special event dates was distributed and discussed. A typographical change was made. Of special significance, the date of the Commission's Spring Clean-Up is scheduled to coincide with international Earth Day. Noel made a motion, seconded by Linda to approve the 2017 Commission special event dates, as revised after discussion. The motion was approved. The 2017 special event dates are as follows:

Rain Dates will be established as necessary.

EVENT	SCHEDULED DATE
Residential Outdoor Holiday Lighting & Decorating Awards Presentation	January 9, 2017
City-Wide Spring Clean-Up	April 22, 2017 (Earth Day)
Community Garden Opening	April 29, 2017
Community Garden Work Days	Monthly, Specific Dates to be Established
Spring Dig-In	May 20, 2017
Beautification Awards Presentation	September 11, 2017
Fall Dig-In	September 16, 2017
Community Garden Closing	November 11, 2017

9. Communications, Event Marketing, & Volunteer Recruitment Report:
 - a. Promotion of Outdoor Holiday Lighting Awards: Andrea reported via email that the flyer has been made, the nomination form has been made, and they were distributed for review. All the outlets that we use for advertising have been arranged. The flyer and nomination form are currently posted/published on the City of Wyandotte website, (front page with a link to the form), City of Wyandotte Facebook page, and the Wyandotte Beautification Commission Facebook page. Both flyer and form will publish on the Wyandotte E-Newsletter (5,000 subscribers). Yack signage, Fort Street signage, and cable should be up and running with our flyer or pertinent info very soon. The flyers and posters are printed. She will need assistance in distributing the flyers and posters, and she requested that commissioners contact her to pick up flyers for distribution.
10. “Adopt-A-Spot in Wyandotte” Program Update: John reported that the recognition signs have been received and distributed. Final cost was below budget at \$100.00. A sample sign was distributed for review.
11. Community Garden Update: April reported that she has sent an end-of-season communication to all community gardeners, and will be monitoring the bed status over the next few weeks. April will contact the owner of Teezer’s Salon to arrange for water shut-off. This was a very successful gardening year! Many thanks to April for stepping up to the Community Garden Coordinator position!
12. Downtown Plantings Update: Noel and Michael applied seasonal decorations at Nanna’s, the teardrop, and 6 cubes.
13. Residential Holiday Lighting Award Program: Promotion for this program is well underway, as noted above, and there was much discussion. Noel made a motion, seconded by Linda, to extend the awards to businesses, also. The Top 10 residences and the Top 3 businesses will receive awards. The motion was approved. It was noted that the Special Meeting has been scheduled for Wednesday, December 14, 2016 at 5:00 pm (note time change). The awards will be presented at the January 9, 2017 City Council meeting.
14. Winter & Holiday Baskets Update: Alice reported that the holiday baskets will be delivered and installed on Tuesday, November 15th.
15. Old Business: There was no Old Business to report.
16. New Business: There was no New Business to report.

17. Round-Table Reports and Announcements: There were no Round-Table Reports or Announcements.
18. Next Meeting: There is no Regular Meeting scheduled in December. A Special Meeting to review "Outdoor Holiday Lighting Display Awards Nominations" has been scheduled for **Wednesday, December 14, 2016 at 5:00 pm** in City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.
19. Adjournment: The meeting was adjourned at 8:30 pm.

A handwritten signature in black ink, appearing to read "John M. Darin", with a long horizontal flourish extending to the right.

John M. Darin
Chairman,
Wyandotte Beautification Commission

User: ktrudell

Post Date from 10/26/2016 - 10/26/2016 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	
O 468522	10/26/2016	ktrudell	F2	27TH DIST COURT	
M1		101-000-001-000		101-000-650-010	FINES DIST COURT WYAN 76,536.81
M3		101-000-001-000		101-000-650-012	DIST CT RIVERVIEW CASES 28,140.40
M2		101-000-001-000		101-000-650-011	WORK FORCE-WYANDOTTE 10,261.66
M6		101-000-001-000		101-000-650-017	WORK FORCE-RIVERVIEW 3,357.00
M7		101-000-001-000		101-000-650-018	COURT TECHNOLOGY WYANDOTT 3,795.00
M9		101-000-001-000		101-000-650-020	COURT DRUG TESTING FEES 3,134.00
AS		101-000-001-000		101-000-650-021	COURT SCREENING ASSESSMEN 6,004.00
AW		101-000-001-000		101-000-650-024	CHEMICAL AWARENESS 1,915.00
					133,143.87 CITY CHECK 1043
SEPTEMBER 2016 REC# 897895					
O 468523	10/26/2016	ktrudell	F2	JOHNSON LAW PLC	
CC		101-000-001-000		101-000-611-000	CHARGES-POLICE GENERAL 30.00
					15.00 CITY CHECK 80313
					15.00 CITY CHECK 80312
					30.00
DEPOSITIONS REC# 897896					
O 468526	10/26/2016	ktrudell	F2	WAYNE COUNTY TREAS	
TS		101-000-001-000		101-000-411-085	COUNTY DEL TAX SETTLEMENT 7,500.24 CITY CHECK 2418899
MONTHLY DEL TAX SETTLEMENT SEPT 2016 REC# 897897					
O 468527	10/26/2016	ktrudell	F2	CITY OF WYANDOTTE	
EP		731-000-001-000		731-000-392-040	Res. Police & Fire Employe 680.68 CITY CHECK 124455
POLICE DEFINED BENEFIT REC# 897898					
Total of 4 Receipts					141,354.79

User: ktrudell

Post Date from 10/26/2016 - 10/26/2016 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of Distribution	Amount
*** TOTAL OF CREDIT ACCOUNTS ***					
101-000-411-085				COUNTY DEL TAX SETTLEMENT	7,500.24
101-000-611-000				CHARGES-POLICE GENERAL	30.00
101-000-650-010				FINES DIST COURT WYAN	76,536.81
101-000-650-011				WORK FORCE-WYANDOTTE	10,261.66
101-000-650-012				DIST CT RIVERVIEW CASES	28,140.40
101-000-650-017				WORK FORCE-RIVERVIEW	3,357.00
101-000-650-018				COURT TECHNOLOGY WYANDOTT	3,795.00
101-000-650-020				COURT DRUG TESTING FEES	3,134.00
101-000-650-021				COURT SCREENING ASSESSMEN	6,004.00
101-000-650-024				CHEMICAL AWARENESS	1,915.00
731-000-392-040				Res. Police & Fire Employee Contrib	680.68
TOTAL - ALL CREDIT ACCOUNT					141,354.79
*** TOTAL OF DEBIT ACCOUNTS ***					
101-000-001-000				Cash	140,674.11
731-000-001-000				Cash	680.68
TOTAL - ALL DEBIT ACCOUNTS					141,354.79
*** TOTAL BY FUND ***					
101				General Fund	140,674.11
731				Retirement System Fund	680.68
TOTAL - ALL FUNDS:					141,354.79
*** TOTAL BY BANK ***					
GEN				GENERAL OPERATING FUND	
<u>Tender Code/Desc.</u>					
(CCK) CITY CHECK					140,674.11
TOTAL:					140,674.11
RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM					
(CCK) CITY CHECK					680.68
TOTAL:					680.68
TOTAL - ALL BANKS:					141,354.79
*** TOTAL OF ITEMS TENDERED ***					
<u>Tender Code/Desc.</u>					
(CCK) CITY CHECK					141,354.79
TOTAL:					141,354.79
*** TOTAL BY RECEIPT ITEMS ***					
(1)				AS: COURT SCREENING ASSESSMEN	6,004.00
(1)				AW: CHEMICAL AWARENESS	1,915.00
(1)				CC: CHARGES-POLICE GENERAL	30.00
(1)				EP: PD EMPLOYEE PENSION CONTR	680.68
(1)				M1: FINES DIST COURT WYAN	76,536.81
(1)				M2: WORK FORCE-WYANDOTTE	10,261.66
(1)				M3: DIST CT RIVERVIEW CASES	28,140.40
(1)				M6: WORK FORCE-RIVERVIEW	3,357.00
(1)				M7: COURT TECHNOLOGY WYANDOTT	3,795.00
(1)				M9: COURT DRUG TESTING FEES	3,134.00
(1)				TS: COUNTY DEL TAX SETTLEMENT	7,500.24
TOTAL - ALL RECEIPT ITEMS:					141,354.79

User: ktrudell

Post Date from 10/27/2016 - 10/27/2016 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of Distribution	Amount
O XT	469055 10/27/2016	ktrudell 101-000-001-000	F2	MIDWESTERN AUDIT 101-000-041-021	A/R MW AUDIT-RESCUE 16.67 CITY CHECK 19805
RESCUE COLLECTIONS SEPT 2016 REC# 897899					
O MZ	469057 10/27/2016	ktrudell 101-000-001-000	F2	LOCAL COMMUNITY STABILIZATION AUTHOR 101-000-411-091	USE TAX-PA 86-LOCAL COMM S 1,784.65 CITY CHECK 100602
2015 DEBT LOSS REIMB PT.2LC REC# 897900					
Total of 2 Receipts					1,801.32

User: ktrudell

Post Date from 10/27/2016 - 10/27/2016 Open Receipts

DB: Wyandotte Receipt # Description	Date	Cashier	Wkstn	Received Of Distribution	Amount
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*** TOTAL OF CREDIT ACCOUNTS ***

101-000-041-021 A/R MW AUDIT-RESCUE					16.67
101-000-411-091 USE TAX-PA 86-LOCAL COMM STABILIZATION					1,784.65
TOTAL - ALL CREDIT ACCOUNT					<u>1,801.32</u>

*** TOTAL OF DEBIT ACCOUNTS ***

101-000-001-000 Cash					1,801.32
TOTAL - ALL DEBIT ACCOUNTS					<u>1,801.32</u>

*** TOTAL BY FUND ***

101 General Fund					1,801.32
TOTAL - ALL FUNDS:					<u>1,801.32</u>

*** TOTAL BY BANK ***

GEN GENERAL OPERATING FUND					
<u>Tender Code/Desc.</u>					
(CCK) CITY CHECK					1,801.32
TOTAL:					1,801.32
TOTAL - ALL BANKS:					<u>1,801.32</u>

*** TOTAL OF ITEMS TENDERED ***

<u>Tender Code/Desc.</u>					
(CCK) CITY CHECK					1,801.32
TOTAL:					<u>1,801.32</u>

*** TOTAL BY RECEIPT ITEMS ***

(1) MZ: MISC CASH/VARIOUS					1,784.65
(1) XT: A/R MW AUDIT-RESCUE					16.67
TOTAL - ALL RECEIPT ITEMS:					<u>1,801.32</u>

User: ktrudell

Post Date from 11/03/2016 - 11/03/2016 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of Distribution	Amount
O MZ	471329	11/03/2016	ktrudell F2 101-000-001-000	CANON FINANCIAL SERVICES 101-440-825-390 Copier	113.80 CITY CHECK 452419
REFUND FOR CANCELLATION OF INSURANCE ON SCANNER/COPIER IN ENGINEERING REC# 897901					
O MZ MZ	471332	11/03/2016	ktrudell F2 101-000-001-000 101-000-001-000	MICHIGAN BELL/AT&T 101-000-655-047 101-000-068-011	Misc Receipts-Cable Franch 31,009.28 D/T/F Municipal Service (P) 12,403.70 <hr/> 43,412.98 31,009.28 CITY CHECK 1538960 12,403.70 CITY CHECK 1538960 <hr/> 43,412.98
FRANCHISE FEE, IN-KIND/PEG FEES JULY 1 - SEPT 30, 2016 REC# 897902					
O EP	471333	11/03/2016	ktrudell F2 731-000-001-000	CITY OF WYANDOTTE 731-000-392-040	Res. Police & Fire Employe 680.63 CITY CHECK 124615
POLICE DEFINED BENEFIT REC# 897903					
Total of 3 Receipts					<hr/> 44,207.41

User: ktrudell

Post Date from 11/03/2016 - 11/03/2016 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of Distribution	Amount
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Description					
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*** TOTAL OF CREDIT ACCOUNTS ***

101-000-068-011 D/T/F Municipal Service (PEG Fees)					12,403.70
101-000-655-047 Misc Receipts-Cable Franchises					31,009.28
101-440-825-390 Copier					113.80
731-000-392-040 Res. Police & Fire Employee Contrib					680.63
TOTAL - ALL CREDIT ACCOUNT					44,207.41

*** TOTAL OF DEBIT ACCOUNTS ***

101-000-001-000 Cash					43,526.78
731-000-001-000 Cash					680.63
TOTAL - ALL DEBIT ACCOUNTS					44,207.41

*** TOTAL BY FUND ***

101 General Fund					43,526.78
731 Retirement System Fund					680.63
TOTAL - ALL FUNDS:					44,207.41

*** TOTAL BY BANK ***

GEN GENERAL OPERATING FUND					
<u>Tender Code/Desc.</u>					
(CCK) CITY CHECK					43,526.78
TOTAL:					43,526.78

RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM

(CCK) CITY CHECK					680.63
TOTAL:					680.63
TOTAL - ALL BANKS:					44,207.41

*** TOTAL OF ITEMS TENDERED ***

<u>Tender Code/Desc.</u>					
(CCK) CITY CHECK					44,207.41
TOTAL:					44,207.41

*** TOTAL BY RECEIPT ITEMS ***

(1) EP: PD EMPLOYEE PENSION CONTR					680.63
(3) MZ: MISC CASH/VARIOUS					43,526.78
TOTAL - ALL RECEIPT ITEMS:					44,207.41

DRAFT-UNAPPROVED

**City of Wyandotte
DESIGN REVIEW COMMITTEE
Minutes of the Tuesday, November 15, 2016, Meeting**

Member Kowalewski called the meeting to order at 11:35 a.m.

MEMBERS PRESENT: Robert Benson, Joseph Gruber, Sarah Jordan, Mark Kowalewski, and Norm Walker

MEMBERS ABSENT: None

ALSO PRESENT: Sheila Johnson, Recording Secretary
Richard Bohl, Architects LLC, Representing Gerald Chamberlain,
(Applicant and Owner), 2947 (2945-master) Biddle Avenue

NEW BUSINESS:

None at this time.

APPROVAL OF OCTOBER 11, 2016 MINUTES:

Motion by Member Benson to approve minutes. Member Kowalewski supported motion. All Members voted in favor.

REVIEW OF PROPOSED REAR FAÇADE/EXTERIOR INCLUDING ADDITION OF THE DECKS TO 2ND AND 3RD FLOORS AT 2947 (2945-MASTER) BIDDLE AVENUE:

The application was submitted by Gerald Chamberlain (Applicant and Owner) for the property at 2947 (2945-master) Biddle Avenue, Wyandotte, Michigan has been reviewed and approved.

OTHER BUSINESS:

Sign approval of 3509 (3505-master) Biddle Avenue. Motion by Member Benson to place on file. Member Jordan supported motion. All Members voted in favor.

MOTION TO ADJOURN:

MOTION BY MEMBER Gruber to adjourn the meeting at 11:55 p.m.
Member Kowalewski seconded motion. All Members voted to adjourn.

RESOLUTION

Wyandotte, Michigan

November 15, 2016

RESOLUTION BY MEMBER WALKER

RESOLVED BY THE DESIGN REVIEW COMMITTEE OF THE CITY OF
WYANDOTTE,

The proposed rear façade/exterior including addition of the decks to 2nd floor and 3rd floor as submitted by Gerald Chamberlain (Applicant and Owner) for the property at 2947 (2945-master) Biddle Avenue, Wyandotte, Michigan has been reviewed and approved as submitted by the Design Review Committee on November 15, 2016.

I move the adoption of the foregoing resolution.

Member: Walker

Supported by Member: Gruber

Yeas	Members	Nays
X	Benson	
X	Gruber	
X	Jordan	
X	Kowalewski	
X	Walker	

CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, October 11, 2016. Commissioner Harris called the meeting to order at 6:02 p.m.

ROLL CALL:

Present: Commissioner Harris
Commissioner Heck
Commissioner Melzer
Chief Carley

Recording Secretary: Lynne Matt

READING OF JOURNAL

Motioned by Commissioner Melzer, supported by Commissioner Heck to approve the minutes as recorded for the meeting held on August 23, 2016. Motion carried unanimously.

UNFINISHED BUSINESS

1. *Mutual Aid update*

This item was covered under "Communications Item #3"

COMMUNICATIONS

1. *"Thank You" letter received for assisting in the "2016 Downriver Senior Olympics"*
Commissioner Melzer motioned to receive letter and place on file, supported by Commissioner Heck. Motion carried.

2. *Request from Wyandotte Fire Fighters – Local 356 requesting permission to hold "Pancake Breakfast/Open House"*

Chief Carley stated that he went thru Mayor and Council for approval. Event is this Sunday, October 16, 2016, 8 to noon. Commissioner Melzer motioned to receive and place on file, supported by Commissioner Heck. Motion carried.

3. *Letter from Wyandotte Fire Fighters – Local 356*

Chief Carley and Commission continued to discuss and review mutual aid responses. In addition, they discussed the letter from Wyandotte Fire Fighters regarding concerns over increase of mutual aid rescue runs to other cities. As pointed out by Commission they have been aware of this matter due to fact that Chief Carley has been on top of issue and brings up all the time to them. Commission thanked the Union for letter addressing matter and recommends the Fire Fighters and Fire Chief discuss this with the City Administrator & Mayor. Commissioner Melzer motioned to receive and place on file, supported by Commissioner Heck. Motion carried.

DEPARTMENTAL (continued)

1. *Wyandotte Fire Department Monthly Report "August 2016"*
Chief Carley reported that for the month there were a total of 275 rescue runs and that \$129,957.50 was billed out along with 68 fire calls. Commissioner Melzer motioned to receive report and place on file; supported by Commissioner Heck. Motion carried.

2. *Department bills submitted August 25, 2016 in the amount of \$4,701.04*
Department bills submitted September 8, 2016 in the amount of \$4,969.16
Department bills submitted September 22, 2016 in the amount of \$8,831.74
Department bills submitted October 6, 2016 in the amount of \$9,982.53
Commissioner Melzer motioned to pay bills and accounts submitted as stated above; supported by Commissioner Heck. Roll call; motion carried.

3. *Daily Reports*
Commissioner Melzer motioned to receive and place on file reports; supported by Commissioner Heck. Motion carried.

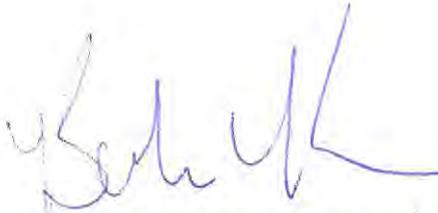
ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:54 p.m.

Respectfully submitted,

Bobie Heck
Secretary

MI/lm



10-25-16

***CITY OF WYANDOTTE
FIRE COMMISSION MEETING***

The Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, October 25, 2016. Commissioner Harris called the meeting to order at 6:02 p.m.

ROLL CALL:

Present: Commissioner Harris
Commissioner Heck
Commissioner Melzer
Chief Carley

Recording Secretary: Lynne Matt

READING OF JOURNAL

Motioned by Commissioner Melzer, supported by Commissioner Heck to approve the minutes as recorded for the meeting held on October 11, 2016. Motion carried unanimously.

UNFINISHED BUSINESS

Chief Carley stated that Wyandotte Fire Fighters – Local 356 sent Mayor and Council letter regarding increase of mutual aid rescue runs to other cities. The letter was referred back to Chief Carley, Todd Drysdale, Mayor Peterson & legal and to report back in 2 weeks which would be November 7 but that meeting was cancelled so November 14th. At this time, Chief stated no meetings set up.

COMMUNICATIONS

DEPARTMENTAL

1. *Wyandotte Fire Department Monthly Report “September 2016”*

Chief Carley reported that for the month there were a total of 236 rescue runs, with average response time of 3 minutes 58 seconds and that \$108,203.00 was billed out. Also noted, there were 61 fire calls of which 2 mutual aids given to Lincoln Park and 2 to Southgate. Commissioner Melzer motioned to receive report and place on file; supported by Commissioner Heck. Motion carried.

DEPARTMENTAL (continued)

2. *Department bills submitted October 20, 2016 in the amount of \$4,620.75*
Commissioner Melzer motioned to pay bills and accounts submitted as stated above; supported by Commissioner Heck. Roll call; motion carried.
3. *Daily Reports*
Commissioner Melzer motioned to receive and place on file reports; supported by Commissioner Heck. Motion carried.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:10 p.m.

Respectfully submitted,

 11-15-16

Bobie Heck
Secretary

MI/lm

November 17, 2016

Wyandotte Municipal Services Commission
Regular Meeting Minutes

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan was held at the office of the Commission on Wednesday, November 17, 2016 at 5:00 PM.

Roll Call: Present: Commissioner-Gerald P. Cole
Robert K. Alderman-Excused
Bryan Hughes
Michael Sadowski-Excused
Leslie Lupo

General Manager& Secretary- Rod Lesko

Also Present- Paul LaManes
Amber Sutphin
Steve Colwell- CATV

Approval of Minutes

MOTION by Commissioner Hughes and seconded by Commissioner Lupo to approve the September 28, 2016 regular session meeting minutes of the Municipal Services Commission.

Commissioner Cole asked that the roll be attached. No objections were made to approve the regular session meeting minutes.

Hearing of Public Concerns

None

Resolution # 11-2016-01

MOTION by Commissioner Hughes and SECONDED by Commissioner Lupo to approve the General Manager to execute Amendment #5 to the Master Services Agreement with IBBS, LLC (Momentum) for enhanced Business Service Technical support of \$1.50 per non-fiber business customer/month, as recommended by WMS Management.

Commissioner Cole asked that the roll be called.

YEAS: Commissioner Cole, Hughes, and Lupo

NAYS: None

Reports and Communications

- Monthly Subscriber Reports-October 2016

Commissioner Cole asked that the roll be attached to receive and place on file the Monthly Subscriber Counts for October 2016. Roll attached no objections to motion to receive and place on file.

Approval of Vouchers

MOTION by Commissioner Hughes and seconded by Commissioner Lupo that the vouchers be paid as submitted.

November 17, 2016

Wyandotte Municipal Services Commission
Regular Meeting Minutes

#5307 - \$591,674.58

#5308- \$759,239.30

#5309- \$580,390.12

Commissioner Cole asked the roll to be called for approval of the vouchers.

YEAS: Commissioner Cole, Hughes, and Lupo

NAYS: None

Late Items

General Manager Rod Lesko would like to wish everyone a Happy Thanksgiving!

Next Regular Meeting - Wednesday, December 7, 2016 at 5 PM

Motion by Commissioner Lupo and seconded by Commissioner Hughes to now adjourn at 5:04PM. Roll attached no objections to adjournment of meeting.

X



Roderick Lesko

General Manager/Secretary

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
October 11, 2016

ROLL CALL

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

Absent: Chief Daniel Grant (excused)

Others Present: None

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 7:00 p.m.

The Minutes from the regular Police Commission meeting on August 23, 2016, were presented.

Melzer moved, Heck seconded,
CARRIED, to approve the regular minutes of August 23, 2016, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

1. **Thank You Card** – Thank You Card from Wyatt Hall to the Police Department thanking them for the tour of the facilities and the “gifts” he received.

Wyatt is the young man who used his lemonade stand funds to purchase meals for our officers one evening.

The Commissioners thought the circumstances surrounding this whole event were very nice.

Melzer moved, Heck seconded,
CARRIED, to receive the correspondence and place on file.

2. **Thank You Letter** – August 23, 2016 letter from M. Roy Wilson, President, Wayne State University to Chief Dan Grant thanking him for his help in making the second annual Baroudeur a big success.

Our Department blocked off the streets in Wyandotte as the bikers proceeded through our community.

Wayne State University was very appreciative of our assistance during this event.

Melzer moved, Heck seconded,
CARRIED, to receive the correspondence and place on file.

DEPARTMENTAL

1. Citizen Evaluation of Services

Officer Sawmiller received an excellent review from this citizen. He also received a Job-Well-Done letter from Chief Grant which will be placed in his file.

Melzer moved, Heck seconded,
CARRIED, to receive the Citizen Evaluation of Services response and place on file.

2. Detective Promotion

Detective Yoscovits is retiring from the Department as of November 1, 2016. He has accepted a position with Wayne County working in the cold case unit.

Since Detective Yoscovits will be retiring, there will be a vacancy in the Detective Bureau. Inspector Zalewski Grant would like the Commissioners' approval to promote an officer to fill that vacancy.

Officers must pass a test in order to move into a detective's position. The Department currently has an established list of officers eligible to be promoted.

Melzer moved, Heck seconded,
CARRIED, to approve the promotion of a qualified officer to detective status in view of the vacancy which will be created by Detective Yoscovits' impending retirement.

3. Donation to the Department

Pastor Grenz from Trinity Lutheran Church delivered a check to the Department to be used as the Department sees fit. The monies were collected from the congregation as a means of saying thank you to the police officers and the Department for our participation in an event recently held at the church.

Several officers showed up either in their patrol vehicles or on their motorcycles. Officer Groat also made a special appearance with K9 Ice.

Melzer moved, Heck seconded,
CARRIED, to acknowledge Trinity Lutheran's donation and offer their thanks and gratitude to the pastor and congregation for their generous act of kindness.

4. Recommendations for Officers' Awards

Inspector Zalewski explained that the Awards Committee was reestablished after several years of being inactive. The members of that Committee consist of Lt. Hamilton, Det. Sgt. Weise, Records Supervisor, Alice Baker, Detective Yoscovits and Inspector Zalewski.

Inspector Zalewski asked the Commissioners to approve the Committee's recommendations to present four separate awards to the deserving Officers who went "above and beyond the call of duty." The incidents ranged from changing a flat tire for a citizen, to an active shooter situation, to a SWAT callout involving a shooting, to rescuing an elderly woman from her submerged van in a local creek.

The Commissioners thought this was a wonderful way to acknowledge our officers and their extraordinary efforts. They inquired as to when and how the awards would be distributed. Inspector Zalewski indicated a Department gathering will be held where the Officers could be recognized in front of their peers. Inspector Zalewski will keep the Commissioners informed of when and where this event will be held.

Melzer moved, Heck seconded,
CARRIED, to accept the Awards Committee recommendations and present the awards to the Officers as outlined by Inspector Zalewski.

5. Police Statistics – August 2016, September 2016, Year-To-Date

Nothing stands out in the latest statistics.

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

6. Traffic Control Orders

a) Application for Handicap Signs – 2289 9th

This application involves a rental home which does not have a driveway.

b) No Parking Signs - 580 Poplar

This request involves addressing an ongoing neighbor dispute where the property owner at 580 Poplar was continuously denied the use of his driveway due to the actions of his neighbors.

c) No Left Turn Sign, Traffic and Parking Lines – Oak & Fort St.

This request involves implementing preventative measures to lessen the probability of accidents where motorists are trying to turn into the gas station at this particular intersection.

d) No Parking Signs, 7a-4p on School Days – East side of 15th from Wilson Jr. High parking lot north to Goddard Rd.

This request involves trying to alleviate the traffic congestion at Wilson Jr. High on school days during school hours.

e) One Way and Do Not Enter Signs – Alley behind the businesses east of Biddle between Oak and Elm

This request involves trying to protect pedestrians in the area while they are visiting/eating/shopping at the local businesses.

Melzer moved, Heck seconded,
CARRIED, to approve all of the Traffic Orders as presented by Inspector Zalewski.

7. LCC Compliance Checks

Detective Yoscovits participates with the Party Patrol, which is the entity responsible for conducting these particular compliance checks. It is a grant funded program which sends underage decoys into the various establishments to see if liquor will be illegally sold to minors.

During this current operation, 15 of the 17 establishments were in compliance and did not sell to the minors.

Melzer moved, Heck seconded,
CARRIED, to receive the documentation on the LCC Compliance Checks and place on file.

- 8. Bills and Accounts** – September 13, 2016 \$54,621.93, September 27, 2016 \$3,876.15, October 11, 2016, \$41,717.80

Melzer moved, Heck seconded,
A Roll Call was held and the Motion
CARRIED, to unanimously approve payment of the bills for September 13, 2016 \$54,621.93, September 27, 2016 \$3,876.15, October 11, 2016, \$41,717.80

NEW BUSINESS

1. Police Applicants

Inspector Zalewski said there were originally 17 or 18 applicants which were narrowed down to 8 or 9 after the preliminary background checks. The 8 or 9 remaining applicants were invited to participate in the upcoming physical agility test scheduled for October 20th. Those passing the physical agility test will be invited to an oral interview.

2. Recruiting Brochure

Inspector Zalewski shared with the Commissioners a new, high gloss brochure he developed with the hopes of attracting new recruits to our Department.

3. MCOLES 302 Funding

Commissioner Harris asked if the MCOLES 302 grant money is still available for training our officers. Inspector Zalewski indicated the funding would be coming to an end very shortly, and that the Department had increased its current fiscal year Education budget to help offset the loss of these training grant funds.

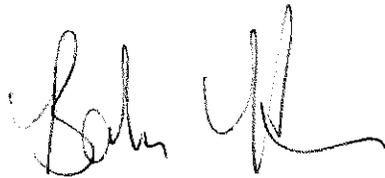
Members of the Audience

ADJOURNMENT

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 7:51 p.m.

Melzer moved, Heck seconded,
CARRIED, to adjourn meeting at 7:51 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department



10-25-16

City of Wyandotte
Police Commission Meeting

Regular Commission Meeting
October 25, 2016

ROLL CALL

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

Absent: None

Others Present: Inspector Brian Zalewski

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

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

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

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Cadet Program Promotions

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

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

The cadets meet bi-monthly.

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

Cadets are allowed in the program until their 21st birthday.

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

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

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

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

2. Purchase of New Vehicle for Animal Control

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

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

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

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

3. Awarding of Duty Firearm to Retiree Jerome Yoscovits

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

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

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

4. Physical Fitness Bonus Program

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

This is the first time the Department has had female officers participating in the fitness testing. The females have a little lighter standard for passing the push-ups and mile run portions of the testing program.

The Commissioners offered their congratulations to each of the participants.

Melzer moved, Heck seconded,
CARRIED, to receive the results of the October 2016 Physical Fitness Bonus Program and place on file.

5. Update on Police Candidates

All of the recent hires are doing very well.

The potential candidates participated in the physical fitness testing; one failed and the other four are coming in for oral interviews this Friday.

Other applicants did not pass the initial background check and were not invited to the physical fitness testing.

The Department still needs to fill 3 patrol officer positions.

6. Recommendation of Halloween Trick or Treat Hours

Melzer moved, Heck seconded,
CARRIED, to approve the Trick or Treat Hours from 5:30 p.m. to 7:30 p.m. on October 31, 2016.

7. Bills and Accounts – October 25, 2016, \$13,561.86

Melzer moved, Heck seconded,
A Roll Call was held and the Motion
CARRIED, to unanimously approve payment of the bills for October 25, 2016, \$13,561.86

NEW BUSINESS

1. Dispatcher Discipline

The Chief and the Inspector discussed a disciplinary issue with the Commission concerning one of the Dispatchers. The Commission agreed on the discipline that will be implemented.

Melzer moved, Heck seconded,
CARRIED, to approve Chief Grant's recommendation on disciplinary action.

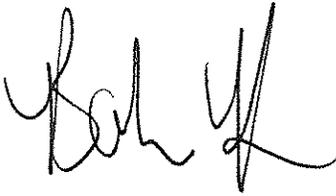
Members of the Audience

ADJOURNMENT

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 7:00 p.m.

Melzer moved, Heck seconded,
CARRIED, to adjourn meeting at 7:00 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department

 11-15-16

City of Wyandotte

Police Commission Meeting

Special Commission Meeting
November 15, 2016

ROLL CALL

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

Absent: None

Others Present: None

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

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

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

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Police Statistics – October 2016, Year to Date

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

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

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

2. Update on New Officers

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

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

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

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

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

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

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

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

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

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

NEW BUSINESS

1. March Event

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

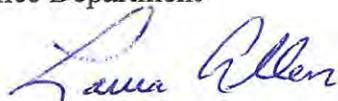
Members of the Audience

ADJOURNMENT

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

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

Laura Allen
Administrative Assistant
Wyandotte Police Department



WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Tuesday, October 11, 2016 at 7:30 pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

Members Present:

President Wally Merritt
Vice President Margaret Loya
Commissioner Rob DeSana
Commissioner Ronco

Also Present:

Sup't of Recreation Justin N. Lanagan

Excused:

Commissioner Ron Adams
Recreation Secretary Aimee Garbin

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

PERSONS IN THE AUDIENCE:

None

CORRESPONDENCE:

1. Thank you letter from UAW Local 3000 thanking Superintendent Lanagan for the Golf Gift Certificate donation for their 2016 Wounded Warriors Family Support Golf Outing.
2. Thank you letter from The Salvation Army thanking Superintendent Lanagan for the Surplus Food donation during the month of September 2016.

INTERDEPARTMENTAL:

None

COUNCIL RESOLUTIONS:

1. Council Resolution dated September 12, 2016 approving Yack Arena contracts for the St. Vincent Pallotti Spring Fling Festival May 12 & 13, 2017, the Guru Purnima July 6 – 9, 2017 and the Koeller Wedding Reception for July 22, 2017.
2. Council Resolution dated September 12, 2016 approving the use of Bishop Park for the Our Lady of Fatima Rosary Rally on October 15, 2016.
3. Council Resolution dated October 3, 2016 approving and recognizing Pulaski Day on October 9, 2016.

REPORTS AND MINUTES:

Arena Report September 2016: \$257.00 Open Skating....\$7,388.50 Ice Rental....
\$2,189.65 Concession....6,063.25 Skating Lessons.... \$640.00 Summer Events
Account Breakdown Pay Period ending 9/4/2016 & 9/18/2016
Tele-care Report September 2016
Golf Report September 2016.....\$35,328.00
Senior Van Report August & September 2016
Open Skate Report September 6, 2016 – September 30, 2016.....\$296.00
Senior Friendship Club Minutes June 2016
Senior Friendship Club July, August & September 2016 Treasurers Report

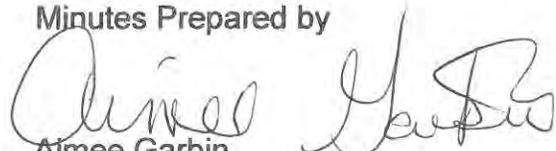
SPECIAL ORDER:

Commission discussed with Superintendent Lanagan:

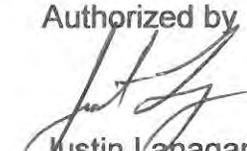
- Superintendent Lanagan stated over the past month that he and Commissioner DeSana have surveyed the parks and buildings under Recreation control. Together they created a list of items that need to be addressed, some are merely cosmetic and some are wish list items when funds become available. Commissioner Desana will type up a list of his findings in a letter and share it with the Commission and the Mayor. President Merritt and Commissioner Ronco both inquired about volunteers to help with painting park fences and general repairs.
- Superintendent Lanagan gave several updates pertaining to the parks. He is waiting on the Engineering Department to get the specs out for bid for the repair/replacement of the park shelter roofs at a majority of our parks. Superintendent Lanagan stated he hope at least four pavilion park roofs will be repaired or replaced in FY17. At Bishop Park, 12 new composite benches have been installed. The wooden, elevated platform has been torn down and a cement pad was poured in its place. Six new composite picnic tables were installed and anchored to the concrete. Superintendent Lanagan stated a new swing called an Expression swing has been installed at Bishop Park and Pulaski Park. It is a swing where Mom or dad can swing with baby and see their facial expressions as they swing. Superintendent Lanagan stated there has been extremely positive feedback on social media in regards to the swings.
- Commissioner DeSana provided an update on the new Skills and drills program. Commissioner DeSana stated he has had a good turn out with an average of 22 children for 3rd and 4th graders and an average of 13 for 5th and 6th graders. Superintendent Lanagan stated there are 49 3rd and 4th grade girls signed up for the 2016 Girls Basketball season of which 10 girls are currently enrolled in the Skills and Drills program. Also, there are 47 5th and 6th grade girls signed up for the 2016 Girls Basketball season of which 14 girls are currently enrolled in the Skills and Drills program. Superintendent Lanagan stated the coaches meeting for the girls basketball season will be held on Thursday, October 20th and he has begun to inform the coaches of rule changes.

There being no further business to discuss, a motion was made by Commissioner Ronco and supported by Vice President Loya to adjourn the meeting at 8:13 pm.

Minutes Prepared by


Aimee Garbin
Recreation Secretary

Authorized by


Justin Lanagan
Superintendent of Recreation

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

November 15th Special Exception
December 13th

RETIREMENT COMMISSION MEETING MINUTES
THURSDAY, November 17, 2016

Meeting called to order at 9:05 a.m. by Robert Szczechowski-Finance

ROLL CALL:

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

ABSENT: Commissioners Schultz and Browning

ALSO PRESENT: Frank Deeter—Oppenheimer & Co.

Larry Stec – City Clerk

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Yoscovits

RESOLVED that the minutes held under the date of October 20, 2016 be approved as recorded without objection.

MOTION UNANIMOUSLY CARRIED

PRESENTATIONS:

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

- Markets soft prior to November 2016 Election
- Improving
- Growth expected
- Interest rate rise
- Short-term Federal rates .25% up

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Brohl

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

MOTION UNANIMOUSLY CARRIED

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Brohl
RESOLVED, that following funds (\$1.2MM) would be raised to the cash balance for monthly pension payments, AND
BE IT FURTHER RESOLVED, the following funds would be used to raise the approved cash amount: Vanguard Large Cap Value - \$500,000; Vanguard Large Cap Growth - \$250,000; Vanguard SMID Equity - \$100,000; Vanguard International - \$250,000; Wells Fargo Absolute Return - \$50,000; and Alliance Bernstein Select US - \$50,000; Totaling \$1,200,000
MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS MISCELLANEOUS:

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Brohl
RESOLVED by the Wyandotte Employees Retirement Commission will continue to discuss the distribution formula for the 13th check.

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Lyon
RESOLVED by the Wyandotte Employees Commission that the Call for Candidates Letter will be posted in a public area and distributed on November 18, 2016 to the Wyandotte Police Department (Robert Fitzpatrick, Mark Trusewicz, Richard Weise and Brian Zalewski) who are part of the defined benefit plan, AND
BE IT FURTHER RESOLVED, the Call for Candidates Letter will be sent to Retired Detective Jerry Yoscovits at his request.

ADJOURNMENT

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Yoscovits
RESOLVED, that the meeting be adjourned at 9:28 a.m.
MOTION UNANIMOUSLY CARRIED



Lawrence S. Stec, Secretary
Wyandotte Employee's Retirement Commission
November 17, 2016

MINUTES AS RECORDED

**MINUTES OF THE MEETING OF November 2, 2016
ZONING BOARD OF APPEALS AND ADJUSTMENT**

A meeting of the Zoning Board of Appeals and Adjustment of the City of Wyandotte was **called to order** by Chairperson Duran at **6:30 p.m.**, in the Municipal Service Conference Room on the 2nd floor, 3200 Biddle Avenue, Wyandotte.

MEMBERS PRESENT: Duran
Flachsmann
Nevin
Szymczuk
Trupiano
Wienclaw

MEMBERS ABSENT: DiSanto, Gillon, Olsen

ALSO PRESENT: Peggy Green, Secretary

A motion was made by Member Szymczuk, supported by Member Trupiano to approve the minutes of the October 5, 2016, meeting as recorded.

Yes: Duran, Flachsmann, Nevin, Szymczuk, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto, Gillon, Olsen

Motion passed.

APPEAL #3230 - GRANTED

DFC Distribution, 5040 Heather Dr. X 107, Dearborn, (appellant) and Fort Street Plaza, 1806 N. Telegraph Road, Dearborn (owner)

for a variance **to obtain a Certificate of Occupancy for retail and repair of electronics at 1209 Fort** (E 84' of Lots 152 to 156, Inc., Belmont Sub.) in a B-2 zoning district, where the proposed conflicts with Section 2403 of the Wyandotte Zoning Ordinance.

Section 2403:

A minimum of 7 parking spaces required for proposed retail and repair of electronics. Existing parking lot has 27 spaces with 24 spaces already required for the new uses at 1217 and 1231 Fort. There are 3 spaces remaining, where a total of 7 spaces is required.

Proposed parking spaces available for retail/repair location will not hinder or discourage the appropriate development or use of adjacent land and buildings, will not interfere with normal flow of pedestrian or vehicular traffic, and will not impair the intent or value of the ordinance as written.

A motion was made by Member Flachsmann supported by Member Nevin to grant this appeal.

Yes: Duran, Flachsmann, Nevin, Szymczuk, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto, Gillon, Olsen

Motion passed.

APPEAL #3231 - GRANTED

Rhonda Shuman, 444 Maple, Wyandotte (owner & appellant)

for a variance to obtain a Certificate of Occupancy for a rear yard fence at 444 Maple (Lot 12, Block 125) in a RT zoning district, where the proposed conflicts with Section 2406 of the Wyandotte Zoning Ordinance.

Section 2406:

Fences, not exceeding five (5) feet in height may occupy a side yard, however, fences six (6) feet in height may be permitted provided a side yard width of not less than four (4) feet on both sides of the fence is provided and a front yard of not less than twenty (20) feet is provided. Fences not exceeding six (6) feet in height may occupy a rear yard. Except for the following: Wherein the adjacent lot is developed and the side yard fence is adjacent to the rear yard of the developed lot or wherein the lot is adjacent to an alley or a street, then said side yard fence may be six (6) feet in height. Where the existing fence with 6' panels varies in height from 6'-4" to 6'-7" in height at the north side of the tree. The top of the fence is level, but due to the yard dipping down, the height of 6'-7" above the yard grade exists.

Proposed rear yard fence height (due to uneven grade on the property line) will not hinder or discourage the appropriate development or use of adjacent land or buildings, or will not impair the intent or value of the ordinance as written.

A motion was made by Member Trupiano supported by Member Flachsmann to grant this appeal.

Yes: Duran, Flachsmann, Nevin, Szymczuk, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto, Gillon, Olsen

Motion passed.

APPEAL #3232 - GRANTED

James Hanson, 1063 – 8th Street, Wyandotte (owner & appellant)

for a variance to obtain a building permit for a garage addition at 1063 – 8th Street (S 20 ft of Lot 101 ALSO N 22 FT OF LOT 102 G. F. BENNETT'S GODDARD ROAD SUB) in a RA zoning district, where the proposed conflicts with Section 2100 of the Wyandotte Zoning Ordinance.

Section 2100:

A maximum of 35% lot coverage is allowed in a RA zoning district. The existing addition to the garage results in the allowable lot coverage being exceeded by 89.22 sq. ft.

Proposed garage addition will not hinder or discourage the appropriate development or use of adjacent land and buildings, and will not impair the intent or value of the ordinance as written.

A motion was made by Member Wienclaw supported by Member Szymczuk to grant this appeal.

Yes: Duran, Flachsmann, Nevin, Szymczuk, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto, Gillon, Olsen

Motion passed.

COMMUNICATIONS:

A motion was made by Member Flachsmann, supported by Member Trupiano to place all communications on file. Motion carried.

OTHER BUSINESS:

A motion was made by Member Trupiano supported by Member Szymczuk to approve proposed 2017 Schedule. Motion carried.

There being no further business to discuss, the meeting adjourned at 7:15 p.m. **The next scheduled meeting of the Board will be held on December 7, 2016.**



Peggy Green, Secretary

Appeal #3230

Chairperson Duran read the appeal and asked that it be explained

Imad Deaibes, appellant, and Kal Khalil, owner, present.

Mr. Deaibes explained that they wanted to buy overstock return and use the building for storage. They would be repairing their own products that had been returned from stores. Repairs would not be for the public. Mr. Deaibes continued that there are also parking spaces in the front, the store would be during daytime hours, the sushi restaurant would be more likely evening business, and the pizza is mostly delivery, and doesn't require much parking.

Chairperson Duran asked about the frontage of the building. Mr. Deaibes replied that it will be mostly storage with a small showroom in front. Chairperson Duran asked how many employees there would be. Mr. Deaibes. replied 2.

Member Trupiano commented about the front and explained that the parking would figured on 800 square feet being open to the general public. Mr. Deaibes stated that it

was a small area. Member Trupiano asked Mr. Deaibes if he was affiliated with any other businesses. Mr. Deaibes replied no.

Member Trupiano commented on the dumpster taking up some parking spaces. Mr. Khalil stated that the dumpster was there because electrical work was being done. The dumpster will be moved to the rear and will not be taking up any parking spaces.

Member Flachsmann asked about the parking plan that had been submitted indicating 27 parking spaces. Mr. Khalil stated that Pizza King had submitted that.

Member Szymczuk commented that he had counted 16 parking spaces just on the side. Member Wienclaw commented that the pizza is carry out, and that shouldn't cause a conflict.

One communication was received from DTE.
1 communication was received in opposition

Appeal #3231

Chairperson Duran read the appeal and asked that it be explained
Rhonda Schuman, owner, present.

Ms. Schuman explained that the fence was installed September 21, 2015, and she just recently received a notice that her neighbor (Jack) was complaining about it.

Member Wienclaw commented that the fence is in great shape, the ground is unlevel, and he is not sure what could be done .

Member Flachsmann commented that the problem is the new fence being over 6' in height due to the grade. Ms. Schuman commented that basically the ground is unlevel, and the fence company tried to make the fence level. Member Flachsmann informed Ms. Schuman that anything on her side of the property line could be removed (referring to the tree). Member Flachsmann continued that he did not see a reason why dirt could not be put there to raise the grade. Ms. Schumann stated that she was thinking that too, she tried to do the right thing, and now the warranty is up on the fence, and she did think that adding some dirt may solve the problem. Member Flachsmann commented that it was a nice straight fence.

Member Trupiano commented that it was a tough issue, the grade does pitch towards the alley, it could be backfilled, but that may cause other problems. Member Trupiano asked what date the fence as installed. Mr. Schuman replied September 21, 2015.

Member Nevin asked if there any problems when the fence went up. Ms. Schuman replied she was not sure, she told the neighbors she wanted a fence for privacy and to enhance the property.

Jack Nelson, 452 Maple, Wyandotte, present.

Mr. Nelson stated that he owns the house he lives in and has a house by the corner, his concern is that he can't see over the fence to see what is going on at his house by the corner. Mr. Nelson added that the fence is closer to 7' in height, and he can't see down the block, there are kids that hang out on the house by the corner. Mr. Nelson added that he lived in the corner house for 18 years, and has lived in the house he is in now for 18 years, and added again that he prefers to be able to see the house on the corner.

John Truitt, 424 Maple, present.

Mr. Truitt stated that the site line is not there for him (452 Maple) to see, there is a new house being built. Mr. Truitt stated that there are reasons for the fence and referred to his letter that he has sent to the Board (attached). Mr. Truitt continued that Ms. Schumann acted in good faith, she hired a contractor that should have know the rules, and added that the city might need to revisit the idea of a permit being required for a fence. Mr. Truitt added why did the neighbor wait so long to complain and that the neighbor does harass Ms. Schuman.

Member Flachsmann commented that permits are issued for safety and health. The fence ordinance is quite elaborate, and a contractor should know the ordinances in a city that he is working in.

Mr. Truitt added that the fence looks great.

Kathleen Guiney, 423 Maple, Wyandotte, present.

Ms. Guiney stated that he has dealt with Jack (452 Maple) for a long time. He is a hoarder, there is stuff at the house on Maple and 4th, there was a nasty pool in his rear yard, but he finally took that down. Ms. Guiney continued that if she lived next door to Jack, she would want an 8' high fence, he is not a nice neighbor and he should have complained about the fence last year. Ms. Guiney added that Jack lets the kids on his property on the corner, and she does not see why he needs to see them over the fence.

One communication was received from DTE.

3 communications were received in favor

Appeal #3232

Chairperson Duran read the appeal and asked that it be explained

James Hanson, owner, present.

Mr. Hanson explained that he had an inspection to sell his house, and it was discovered that the addition is too large. Mr. Hanson continued that existing garage had a slab with a shed, he needed more room, and felt that if he tied into the garage, it would look better, he did not know about the lot coverage. Mr. Hanson added that the house is sold.

Chairperson Duran asked if this came up from the inspection. Mr. Hanson replied yes. There was an existing shed there, and he wanted to tie into the garage. Chairperson

Duran asked if he built the addition himself. Mr. Hanson replied yes. Chairperson Duran asked the size of the garage. Mr. Hanson replied it was a two car garage.

Member Nevin asked if the addition was heated. Mr. Hanson replied that was a wood stove in the main part of the garage, but it is coming out. Member Nevin asked about the addition. Mr. Hanson replied that he thought he could build the addition since there had been a shed there and he didn't think a permit was needed since there has been an existing shed there.

Member Szymczuk asked if the shed had been next to the garage. Mr. Hanson replied that the shed was on the slab. Member Szymczuk asked how old the addition was. Mr. Hanson replied 10 years old.

Member Trupiano asked about the slab. Mr. Hanson stated it was existing. Member Trupiano asked if the slab met code. Mr. Hanson replied yes. Member Trupiano asked Mr. Hanson if he would be staying in Wyandotte. Mr. Hanson replied that his mother-in-law recently passed away, and they would be moving into her house in Lincoln Park. Member Trupiano informed Mr. Hanson that a permit is needed for building structures.

Member Flachsmann informed everyone listening to check with the Building Department before building anything. Member Flachsmann informed Mr. Hanson that his permit request would have been approved 10 years ago, because the calculation were different then.

John Hill, 1073 – 8th Street, Wyandotte, present.

Mr. Hill stated that the shed had been torn down before James moved in the house. Mr. Hill continued that when they took (Hanson's) the property back over, the slab was there, then they built a garage, and the same guys that built the garage, came back and built the addition.

Member Trupiano asked Mr. Hill if he had an issue with the addition. Mr. Hill replied yes and expressed concern about the alley.

Member Flachsmann stated that he drove down the alley, it looked and good and the property/ neighborhood looked nice.

Mr. Hanson stated that he did not want to mislead the Board, and added that the neighbor (Mr. Hill) is not fond of him. Mr. Hanson continued that he made the addition look nice, and nothing was ever said by the neighbor. Mr. Hanson added that who helped him build the garage, did not help him with the addition. The addition was done 10 years ago, and this is the neighbors last chance to get a dig in.

Mr. Hill stated that he does not get along with his neighbor, he is a city employee and knows the codes.

One communication was received from DTE.

Zoning Board of Appeals and Adjustment 2017 Schedule

Deadline		Meeting at 6:30 p.m.	
December 22, 2016		February	1
January	20	March	1
February	24	April	5
March	24	May	3
April	21	June	7
June	2	July	19
June	23	August	2
July	28	September	6
August	25	October	4
September	22	November	1
October	27	December	6
November	24	January	3, 2018

Meetings of the Zoning Board of Appeals and Adjustment are held in the Council Chambers of the City Hall, 3200 Biddle, Avenue, Wyandotte, Michigan

80F15

October 25th, 2016

From:

Nagesh K Palakurthi,
12054 Fort St,
Southgate,
MI 48195

#3230
/10-26-16

To :

Ms. Peggy Green
Zoning Board Secretary,
3200 Biddle Avenue, Suite # 200,
Wyandotte, MI 48192

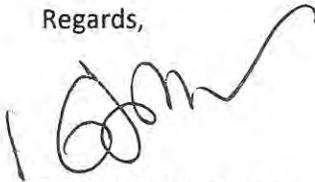
Ref: Appeal # 3230 - Zoning Board of appeals and Adjustments

Dear Ms. Peggy,

I have received a notice of public hearing on this matter but am unable to attend because the hearing has been set for 6.30 PM on November 2nd 2016.

I would like to express my opposition to the granting of parking area for this project.

Regards,



Nagesh K Palakurthi

Contact # 734-673-6464

9 of 15

DTE Energy - Gas Co.
Data Integrity and Technology
One Energy Plaza, 838-GO
City of Detroit, MI 48226

October 26, 2016

Peggy Green, Zoning Board Secretary
Zoning Board of Appeals and Adjustment
3200 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192

RE: Appeal #3230

Dated: 10/14/2016

- Not involved. See Remarks
- Involved: but asking you to hold action on this petition until further notice.
- Involved but have no objection to the property change - - provided that an easement of the full width of the public right-of-way (street, alley or other public place) is reserved.
- Involved: the nature of our services, and the estimated costs of removing, rerouting or abandonment of such all gas mains and/or services

REMARKS:

Involved but have no objection to the property change provided that the request for a Variance to obtain a Certificate of Occupancy for retail and repair of electronics at 1209 Fort St (E 84' of Lots 152 to 156, Inc., Belmont Sub.) in a B-2 zoning district, where the proposed conflicts with Section 2403 of the Wyandotte Zoning Ordinance. Reason being is that, DTE Energy Gas Co. has an existing Gas Service (1-1/4"-MD PLA-2016) Located at 6' SSBW of 1209, 1217 & 1231 Fort Street, Wyandotte and an existing Gas Main (2" STL-10# 1949, 1950 & 1951) that Runs 8' WEPL of Fort. Otherwise, contact DTE Energy Gas Company Public Improvement Department: Michael Fedele at 313-389-7211 (Supervisor) or Laura Forrester at 313-389-7261 (Gas Planner), for the estimated cost of our services in abandoning/removing/ and/or relocating/rerouting, including the survey, design and drawing of our utilities. See enclosed strip prints for your use and information regarding our gas main locations.

Please abide by Public Act 174, three (3) working days before you dig, dial toll free MISS DIG at: 1 - 800 - 482 - 7171.

DTE Energy Gas Leak Emergency Phone Number: 1- 800 - 947 - 5000.

Sincerely,

ISI Russell E Thornton

Drafter
Data Integrity and Technology

RET/
Enclosure

DTE Energy Gas Co.
Data Integrity and Technology
One Energy Plaza, 838-GO
City of Detroit, MI 48226

October 26, 2016

Peggy Green, Zoning Board Secretary
Zoning Board of Appeals and Adjustment
3200 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192

RE: Appeal #3231: For a Variance to obtain a Certificate of Occupancy for a rear yard fence at 444 Maple (Lot 12, Block 125) in a RT zoning district where the proposed conflicts with Sections 2406 of the Wyandotte Zoning Ordinance.

- Not involved. See Remarks
- Involved: but asking you to hold action on this petition until further notice.
- Involved but have no objection to the property change - - provided that an easement of the full width of the public right-of-way (street, alley or other public place) is reserved.
- Involved: the nature of our services, and the estimated costs of removing, rerouting or abandonment of such all gas mains and/or services

REMARKS:

DTE Energy Gas Company has no involvement, nor objection to the Appeal #3231 as mentioned above. See enclosed strip print and attached notice of public hearing, for your use and information.

Please abide by Public Act 174, three (3) working days before you dig, dial toll free MISS DIG at: 1 - 800 - 482 - 7171.

DTE Energy Gas Leak Emergency Phone Number: 1- 800 - 947 - 5000.

Sincerely,

ISI Russell & Thornton

Drafter
Data Integrity and Technology

RET/
Enclosure

11 of 15

Oct 25, 2016

City Hall of Wyandotte

This letter is about the letter we received about the fence at 444 Maple St Wyandotte. We have no problem with it. Ms Sherman ask how we felt about her putting up a privacy fence. Last year, and we didn't care. Our neighbor Jack Nelson is mad because he can't be so nosy and see everything. We like the Fence.

Mark + Angela Stanley

MARK + ANGELA Stanley
460 Maple

#3231
10-28-16

12 of 15

#3231 Rec'd 10/28/16
Oct 27, 2016

To Whom it Concerns

The fence at 444 Maple
should stay just the way it is.

Ms R. Shuman asked all
her neighbors how they felt
about her putting a privacy fence
up, no one cared & said go ahead

Jack Nelson is a nasty & nosey
man, he complains about everything
that anyone does to improve there
property, he should worry about
the mess in his yards, & leave

Ms Shuman alone, I know he
has made nasty comments to her
many times, he tries to intimidate
women, and becomes upset when
they tell him to back off.

Myself I think the Fence
should stay just the way it is.

Mr & Mrs Johnson
464 Maple

P.S. Someone should make him
trim his tree, the fence was put
up the way it is because of his
tree.

13 of 15

✓ 10-26-16
3231

John Truitt
424 Maple Street
Wyandotte, MI 48192

October 26, 2016

Zoning Board of Appeals and Adjustment
City of Wyandotte
Suite 200
3200 Biddle Avenue

Re: Rhonda Shuman, 444 Maple

I ask that the Zoning Board of Appeals and Adjustment grant a variance to Ms. Shuman and let the fence stand as is. I have no objection to it.

The fence became a necessity due to the neighbor Mr. John (Jack) Nelson. Mr. Nelson owns two properties on Maple. He is currently residing in the house immediately next to Ms. Schuman.

Mr. Nelson's behavior and his (at the time the fence was built) unkempt backyard prompted Ms. Schuman's need for the fence. Allowing her some level of privacy and a sense of security - prompted the building of the fence.

Mr. Nelson has a long history on the block of inappropriate behavior, language, conversations and gestures. He has directed his sexist and rude comments to Ms. Schuman, her daughter and guests that visit on numerous occasions. He has even had the nerve to put his hand on her shoulder during a conversation. He has purposefully and willfully made her uncomfortable.

Mr. Nelson was inappropriate with me when I first moved in. Displaying his alpha male tendencies. I was able to stop him. Other neighbors have warned him not to go near their children and grandchildren.

At the time the fence was built there was an unkempt, water filled, swimming pool, questionable shed, exterior hot water tank mounted to the back of the house and other nonsense in the yard. Ms. Schuman, prides herself on her well-kept back yard and enjoys entertaining in the yard. Ms. Nelson's other house has another unkempt yard with wood piles, debris, garage items stored under the back porch.

Ms. Schuman contracted with Lowes which provided the contractor. Ms. Schuman, in good faith, trusted that the contractor would complete the work in compliance with local laws, permits and ordinances. Mr. Nelson was involved at the time of the fence building. He was present. He granted access to the property to complete the job. The finish side of the fence is facing his property.

Mr. Nelson should have questioned the height of the fence at the time of the construction. His waiting until this time to press the issue - waiting till work warranties are surely past due, is another sign of his assertive, aggressive, and inappropriate behaviors.

14 of 13

While the first section of the fence is considered side yard and "should not" exceed 5 (feet), I ask that the fence be allowed as is. Again it is a privacy issue. Keeping Mr. Nelson from leering thru window or standing at the fence with his running commentaries are goals of this privacy fence.

If Mr. Nelson argues for this section to be lowered because it "blocks" his view, doesn't allow access to the yard, or is safety issue, please remind him he does the same thing to his neighbors, the Stotts, at his other house when he parks his large boat – right under their back windows – within three feet of the rear of their house. They get to enjoy blocked views, no egress to the back of their house and the gas and oil smells from the boat – all winter into the spring.

It is regrettable that we do not have a permit process in place that would address compliance issues during the planning and construction stages of a project. Not months or years after a project – when someone decides to use it as a tool of intimidation towards another.

Mr. Nelson needs to be very careful...a close inspection of his two homes on Maple.....

Mr. Nelson is forcing this issue at this time again to display dominance over Ms. Shuman and as a method of intimidation.

Good fences usually make good neighbors.. Unfortunately this fence was built in hopes of providing Ms. Schuman with some peace and security which should have been afforded to her by a reasonable and polite neighbor.

Ms. Schuman has endured enough, the need for this fence, its costs, and now this tribulation. Unfortunately, denying this variance will only embolden Mr. Nelson's feeling of dominance and allow further license for his inappropriate behavior.

Sincerely



John Truitt

Resident/Neighbor

15 of 15

DTE Energy Gas Co.
Data Integrity and Technology
One Energy Plaza, 838-GO
City of Detroit, MI 48226

October 26, 2016

Peggy Green, Zoning Board Secretary
Zoning Board of Appeals and Adjustment
3200 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192

RE: Appeal #3232: For a Variance to obtain a building permit for garage addition at 1063 8th Street (S 20 Ft of Lot 101 also N 22 Ft of Lot 102, G.F. Bennett's Goddard Road Sub)) in a RA zoning district where the proposed conflicts with Sections 2100 of the Wyandotte Zoning Ordinance.

- Not involved. See Remarks
- Involved: but asking you to hold action on this petition until further notice.
- Involved but have no objection to the property change - - provided that an easement of the full width of the public right-of-way (street, alley or other public place) is reserved.
- Involved: the nature of our services, and the estimated costs of removing, rerouting or abandonment of such all gas mains and/or services

REMARKS:

DTE Energy Gas Company has no involvement, nor objection to the Appeal #3232 as mentioned above. See enclosed strip print and attached notice of public hearing, for your use and information.

Please abide by Public Act 174, three (3) working days before you dig, dial toll free MISS DIG at: 1 - 800 - 482 - 7171.

DTE Energy Gas Leak Emergency Phone Number: 1- 800 - 947 - 5000.

Sincerely,

ISI Russell E Thornton
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