# AGENDA

REGULAR SESSION
MONDAY, JANUARY 25, 2016 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE LEONARD T. SABUDA

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## ROLL CALL

## MINUTES

## PRESENTATIONS

## COMMUNICATIONS MISCELLANEOUS

1. City Employee Acknowledgement by Vanessa Morse

## PERSONS IN THE AUDIENCE

## NEW BUSINESS (ELECTED OFFICIALS)

## COMMUNICATION FROM CITY AND OTHER OFFICIALS

2. Beautification Commission Re-Appointments
3. Cancellation of future City Council meeting
4. ICMA-RC – Plan Document Adoption
5. 81 Chestnut Lease Agreement
6. Hiring of Downriver Central Dispatch/WPD Dispatcher
7. Traffic Control Order 2016-01
8. Demolition Bids for 122 Clinton & 2262 Cora
9. Amendment to the City's Zoning Ordinance re: front porches – Referral to Planning Commission
10. DDA Responsibility & Salary Increase
11. Special Events:
    a. Wyandotte Street Art Fair Approval
    b. Wyandotte Farmers Market Approval
    c. Special Event Application – WSAF Lemonade Agreement
    d. Week in Wyandotte Event Application
    e. Application for Special Events at Belicoso Café
    f. Wyandotte Street Art Fair Entertainment Contracts
    g. Light the Night Special Event Application

## REPORTS & MINUTES

| | |
|---|---|
| City Council | January 11, 2016 |
| Beautification Commission | November 11, 2015 |
| Daily Cash Receipts | January 13, 2016 & January 19, 2016 |
| Design Review Committee | January 12, 2016 |
| Planning Commission | November 19, 2015 |
| Retirement Commission | January 21, 2016 |

## BILLS & ACCOUNTS

## CITIZENS PARTICIPATION

## RECESS & RECONVENE

## RESOLUTIONS

## ADJOURNMENT

Dear Members of the City Council,

My husband and I would like to acknowledge and thank the efforts of Gary Ellison in maintaining the integrity of our building. Our property 2840 Biddle, Glow Fish Studios, is not only our business but we have also chosen to start our family here. Since moving in we have had several leaks. Many were due to the roofs which I am happy to say are now all repaired (no more buckets!). The other leaks were caused by the grading in the alley. I went to DPS and spoke w/ Gary about my concerns. One morning I woke to a jack hammer. There was Gary, waving and telling me to protect my ears. This was a large job and I am greatly appreciative for his work on it. No more worrying

when it rains!

We also had issues w/ our sidewalk, north of Oak, being plowed before 10am. I am not sure when it has been getting done. All I know is that it has been cleared for customers before we've been open.

A city thrives because of all its players. I am happy to be in Wyandotte and glad to know our DPS Superintendent is a nice, smart and competent man.

Sincerly,
Vanessa Morse

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

**MEETING DATE: January 25, 2016** **AGENDA ITEM # 2**

**ITEM: Re-appointment to the Beautification Commission**

**PRESENTER:** Mayor Joseph R. Peterson

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Section 2-87 of the Wyandotte Code of Ordinance establishes a Beautification Commission consisting of seven members appointed by the mayor, subject to the approval of the council. The term of each member shall be three (3) years. The following members have expired terms and have requested to be reappointed:

- Lisa Lesage
- Noel Galeski
- Andrea Fuller
- Stephanie Pizzo
- Bill Summerell

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

**ACTION REQUESTED:** Concur with Mayor Peterson's recommendation to re-appoint Lisa Lesage, Noel Galeski, Andrea Fuller, Stephanie Pizzo, and Bill Summerell

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:**

**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:**

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan
Date: January 25, 2016

RESOLUTION by Councilperson_____

BE IT RESOLVED

That the City Council hereby CONCURS in Mayor Joseph Peterson's recommendation in the following re-appointments to the Beautification Commission, terms to expire April 2018:

Lisa Lesage, 3137 4th, Wyandotte, MI 48192
Noel Galeski, 1707 Superior, Wyandotte, MI 48192
Andrea Fuller, 2404 23rd, Wyandotte, MI 48192
Stephanie Pizzo, 502 Walnut, Wyandotte, MI 48192
Bill Summerell, 3105 21st, Wyandotte, MI 48192

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson_____

| YEAS | COUNCIL | NAYS |
|---|---|---|
| ____ | Fricke | ____ |
| ____ | Galeski | ____ |
| ____ | Miciura | ____ |
| ____ | Sabuda | ____ |
| ____ | Schultz | ____ |
| ____ | VanBoxell | ____ |

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

**MEETING DATE: January 25, 2016** **AGENDA ITEM # 3**

**ITEM: Cancellation of City Council meeting on March 21, 2016**

**PRESENTER:** Lawrence S. Stec, City Clerk

**INDIVIDUALS IN ATTENDANCE:** Lawrence S. Stec, City CLerk

**BACKGROUND:** The City Clerk and Deputy City Clerk will be at a continuing education and training conference from March 20-March 25, 2016. This training conference is the mandatory first step in the 3-year process of obtaining the Certified Municipal Clerk designation.

**STRATEGIC PLAN/GOALS: To complete training that will allow the City Clerk and Deputy City Clerk to receive CMC designations.**

**ACTION REQUESTED: Approve the cancellation of the March 21, 2016 meeting.**

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

**IMPLEMENTATION PLAN:** Post notices and reminders of the meeting cancellation at least 1 week in advance to provide awareness of the cancellation to anyone who may submit an item to the council for approval/consideration.

**COMMISSION RECOMMENDATION:**

**CITY ADMINISTRATOR'S RECOMMENDATION:**

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** None

**MODEL RESOLUTION:**

DATE: January 25, 2016

RESOLUTION by Councilperson _____

WHEREAS the City Clerk and Deputy City Clerk will be in attendance of a mandatory training conference from March 20 to March 25, 2016.

RESOLVED that the City Council meeting on Monday, March 21, 2016, is hereby cancelled due to the absence of the City and Deputy City Clerks.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

| YEAS | COUNCIL | NAYS |
|---|---|---|
| _____ | **Fricke** | _____ |
| _____ | **Galeski** | _____ |
| _____ | **Miciura** | _____ |
| _____ | **Sabuda** | _____ |
| _____ | **Schultz** | _____ |
| _____ | **VanBoxell** | _____ |

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

**MEETING DATE: January 25, 2016** **AGENDA ITEM # 4**

**ITEM: ICMA-RC – Plan Document Adoption**

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** ICMA-RC has been the trustee and provider for our 401a (Defined Contribution) Plan since its inception. The Internal Revenue Service (IRS) requires periodic review of plan documents to ensure that legislative and regulatory changes enacted since the prior restatement (or adoption) are included. This periodic review typically occurs every six (6) years and ICMA-RC submitted their changes to the IRS in 2012 with favorable opinion letters received last year. Consequently, the City must execute a new adoption agreement in order to adopt the restated plan document and remain in compliance with the IRS. This was last done in 2007.

Attached you will find the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust Adoption Agreement for each of the divisions of the City – General, Police & Fire, and Municipal Services.

**STRATEGIC PLAN/GOALS:** To comply with all legal requirements.

**ACTION REQUESTED:** Authorize the Mayor and City Clerk to sign the restated Plan Adoption Agreements.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None

**IMPLEMENTATION PLAN:** City Administrator to coordinate signing of the agreement.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

**LEGAL COUNSEL'S RECOMMENDATION:** N/A – documents provided by ICMA-RC.

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:**

1. ICMA-RC Plan & Trust Adoption Agreement-General
2. ICMA-RC Plan & Trust Adoption Agreement-P&F
3. ICMA-RC Plan & Trust Adoption Agreement-WDMS

**MODEL RESOLUTION:**

**RESOLVED BY CITY COUNCIL** that the Council acknowledges the receipt of the communication from the City Administrator relative to the ICMA-RC Plan Adoption Agreements and

**FURTHER**, authorizes the Mayor and City Clerk to sign the agreements

**MOTION BY COUNCIL MEMBER** _____

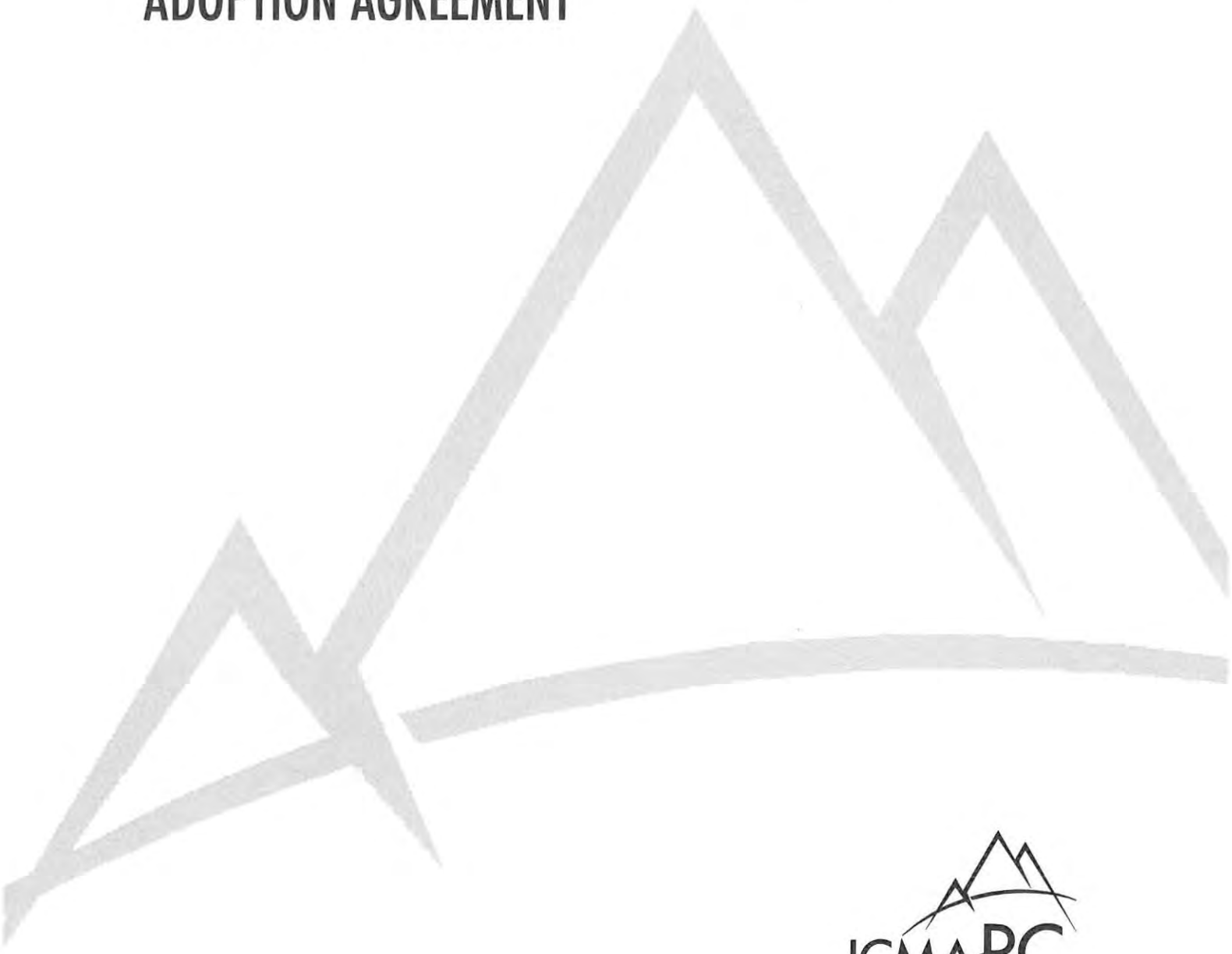
**SUPPORTED BY COUNCIL MEMBER** _____

| YEAS | COUNCIL | NAYS |
|---|---|---|
| | Fricke | |
| | Galeski | |
| | Miciura | |
| | Sabuda | |
| | Schultz | |
| | VanBoxell | |

Absent: _____

ICMA RETIREMENT CORPORATION

# GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



ICMA RC

BUILDING PUBLIC SECTOR
RETIREMENT SECURITY

**ICMA RETIREMENT CORPORATION**
**GOVERNMENTAL MONEY PURCHASE PLAN & TRUST**
**ADOPTION AGREEMENT**

Plan Number 107305

The Employer hereby establishes a Money Purchase Plan and Trust to be known as CITY OF WYANDOTTE GENERAL (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☑ Yes ☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

CITY OF WYANDOTTE GENERAL

**I. Employer:** CITY OF WYANDOTTE GENERAL

**II. Effective Dates**

☑ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

☐ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

_____

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

**III. Plan Year** will mean:

☐ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

☐ The twelve (12) consecutive month period commencing on _____ and each anniversary thereof.

**IV. Normal Retirement Age shall be age** 65.0 **(not to exceed age 65).**

*Important Note to Employers*: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

## V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

   ___ All Employees
   ___ All Full Time Employees
   ___ Salaried Employees
   ___ Non union Employees
   ___ Management Employees
   ___ Public Safety Employees
   ___ General Employees
   ___ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) _____

   The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

   If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is 18.0 (not to exceed age 21. Write N/A if no minimum age is declared.)

## VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is <u>not</u> selected, Employer must pick up Participant Contributions under Option B.)

   **Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

   ☐ A. <u>Employer Contributions.</u> The Employer shall contribute on behalf of each Participant _____% of Earnings or $ _____ for the Plan Year (subject to the limitations of Article V of the Plan).
   Mandatory Participant Contributions

   ☐ are required ☐ are not required

   to be eligible for this Employer Contribution.

   ☐ B. <u>Mandatory Participant Contributions for Plan Participation.</u>

   <u>Required Mandatory Contributions</u>. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

   ☐ Yes ☐ No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☐ No

Contribution Schedule.

(i) _____% of Earnings,
(ii) $ _____ , or
(iii) a whole percentage of Earnings between the range of _____ *(insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%))*, as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions[1] (pick up is required if Option A is not selected).

☑ Yes ☐ No ***("Yes" is the default provision under the Plan if no selection is made.)***

☐ C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of _____days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

☐ A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant ___% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed ____% of Earnings or $ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

☐ B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding ____% of Earnings or $ _____);

---

1 *Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).*

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate ____% of Earnings or $ _____ ).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed $ _____ or ____% of Earnings, whichever is ___ more or ___ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

   A. Plan contributions will be made based on differential wage payments:

   ☐ Yes ☐ No ***("Yes" is the default provision under the Plan if no selection is made.)***

   If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

   _____

   B. Participants who die or become disabled will receive Plan contributions with respect to such service:

   ☐ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

   If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

   _____

## VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

   ☐ Yes ☐ No

2. Bonuses

   ☐ Yes ☐ No

3. Other Pay (specifically describe any other types of pay to be included below)

## VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:

   ☑ Yes ☐ No ***("Yes" is the default provision under the Plan if no selection is made.)***

2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

   ☐ Effective Date is _____.

   ***(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)***

## IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

   ☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____

3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____

   ***(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)***

## X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

| Period of Service Completed | Percent Vested |
|---|---|
| Zero | 0 % |
| One | 0 % |
| Two | 0 % |
| Three | 0 % |
| Four | 0 % |
| Five | 100 % |
| Six | 100 % |
| Seven | 100 % |
| Eight | 100 % |
| Nine | 100 % |
| Ten | 100 % |

## XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

   ☐ Normal Retirement Age

   ☑ Age 70½ ***("70½" is the default provision under the Plan if no selection is made.)***

   ☐ Alternate age (after Normal Retirement Age): _____

   ☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

   ☐ Yes ☐ No ***("Yes" is the default provision under the plan if no selection is made.)***

3. Tax-free distributions of up to $3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

   ☐ Yes ☑ No ***("No" is the default provision under the Plan if no selection is made.)***

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

   ☐ Yes ☑ No ***("No" is the default provision under the Plan if no selection is made.)***

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

   ☑ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

## XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.

☑ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. ***("Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.)***

☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

## XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

☐ All Eligible Employees

☐ Other: _____

**Final Pay shall be defined as (select one):**

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave)*:

_____

☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☐ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to _____% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

## XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- ☐ All Eligible Employees
- ☐ Other: _____

**Accrued Leave shall be defined as (select one):**

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

  _____

☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- ☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- ☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☐ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to ____ % (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVI.** The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

**XVII.** The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

**XVIII.** The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**XIX.** An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

By: _____

Print Name: _____

Title: _____

Attest: _____

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

Print Name: _____

Title: _____

Attest: _____

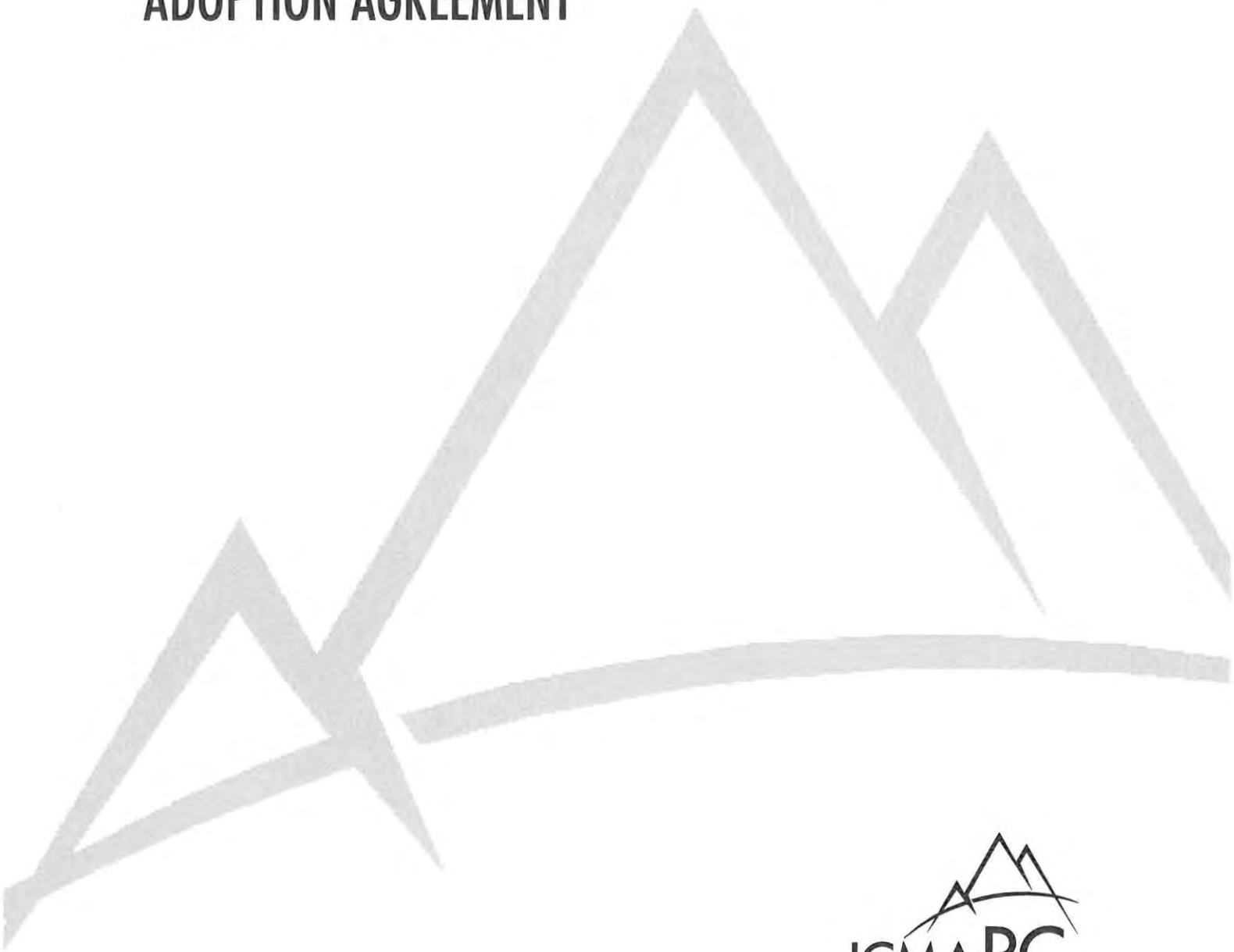
BUILDING PUBLIC SECTOR
RETIREMENT SECURITY

ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG

BRC000-214-21268-201405-W1303

ICMA RETIREMENT CORPORATION

# GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



ICMA RC

BUILDING PUBLIC SECTOR
RETIREMENT SECURITY

**ICMA RETIREMENT CORPORATION**
**GOVERNMENTAL MONEY PURCHASE PLAN & TRUST**
**ADOPTION AGREEMENT**

Plan Number 107256

The Employer hereby establishes a Money Purchase Plan and Trust to be known as CITY OF WYANDOTTE POL & FIRE (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☑ Yes ☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

CITY OF WYANDOTTE POL & FIRE

**I. Employer:** CITY OF WYANDOTTE POL & FIRE

**II. Effective Dates**

☑ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

☐ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

_____

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

**III. Plan Year** will mean:

☐ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

☐ The twelve (12) consecutive month period commencing on _____ and each anniversary thereof.

**IV. Normal Retirement Age shall be age** 60.0 **(not to exceed age 65).**

*Important Note to Employers*: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

## V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

   ___ All Employees
   ___ All Full Time Employees
   ___ Salaried Employees
   ___ Non union Employees
   ___ Management Employees
   ___ Public Safety Employees
   ___ General Employees
   ___ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) _____

   The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

   If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is 18.0 (not to exceed age 21. Write N/A if no minimum age is declared.)

## VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

   **Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

   ☐ A. Employer Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings or $ _____ for the Plan Year (subject to the limitations of Article V of the Plan).
   Mandatory Participant Contributions
   ☐ are required ☐ are not required

   to be eligible for this Employer Contribution.

   ☐ B. Mandatory Participant Contributions for Plan Participation.

   Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

   ☐ Yes ☐ No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☐ No

Contribution Schedule.

(i) _____% of Earnings,
(ii) $ _____, or
(iii) a whole percentage of Earnings between the range of _____ *(insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%))*, as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions[1] (pick up is required if Option A is not selected).

☑ Yes ☐ No ***("Yes" is the default provision under the Plan if no selection is made.)***

☐ C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of _____days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

☐ A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant ___% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed ____% of Earnings or $ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

☐ B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding ____% of Earnings or $ _____);

---

1 *Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).*

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate ____% of Earnings or $ _____ ).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed $ _____ or ____% of Earnings, whichever is ___ more or ___ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

   A. Plan contributions will be made based on differential wage payments:

   ☐ Yes ☐ No ***("Yes" is the default provision under the Plan if no selection is made.)***

   If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

   _____

   B. Participants who die or become disabled will receive Plan contributions with respect to such service:

   ☐ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

   If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

   _____

## VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

   ☐ Yes ☐ No

2. Bonuses

   ☐ Yes ☐ No

3. Other Pay (specifically describe any other types of pay to be included below)

## VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:

   ☑ Yes ☐ No ***("Yes" is the default provision under the Plan if no selection is made.)***

2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

   ☐ Effective Date is _____.

   ***(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)***

## IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____

3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____

   ***(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)***

## X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

| Period of Service Completed | Percent Vested |
|---|---|
| Zero | 0 % |
| One | 0 % |
| Two | 0 % |
| Three | 0 % |
| Four | 0 % |
| Five | 100 % |
| Six | 100 % |
| Seven | 100 % |
| Eight | 100 % |
| Nine | 100 % |
| Ten | 100 % |

## XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

   ☐ Normal Retirement Age

   ☑ Age 70½ ***("70½" is the default provision under the Plan if no selection is made.)***

   ☐ Alternate age (after Normal Retirement Age): _____

   ☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

   ☐ Yes ☐ No ***("Yes" is the default provision under the plan if no selection is made.)***

3. Tax-free distributions of up to $3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

   ☐ Yes ☑ No ***("No" is the default provision under the Plan if no selection is made.)***

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

   ☐ Yes ☑ No ***("No" is the default provision under the Plan if no selection is made.)***

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

   ☑ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

## XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.

☑ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. ***("Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.)***

☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

## XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

☐ All Eligible Employees

☐ Other: _____

**Final Pay shall be defined as (select one):**

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave)*:

_____

☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☐ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to _____% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

## XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- ☐ All Eligible Employees
- ☐ Other: _____

**Accrued Leave shall be defined as (select one):**

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

  _____

☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- ☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- ☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☐ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to ____ % (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVI.** The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

**XVII.** The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

**XVIII.** The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**XIX.** An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

By: _____

Print Name: _____

Title: _____

Attest: _____

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

Print Name: _____

Title: _____

Attest: _____

BUILDING PUBLIC SECTOR
RETIREMENT SECURITY

ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG

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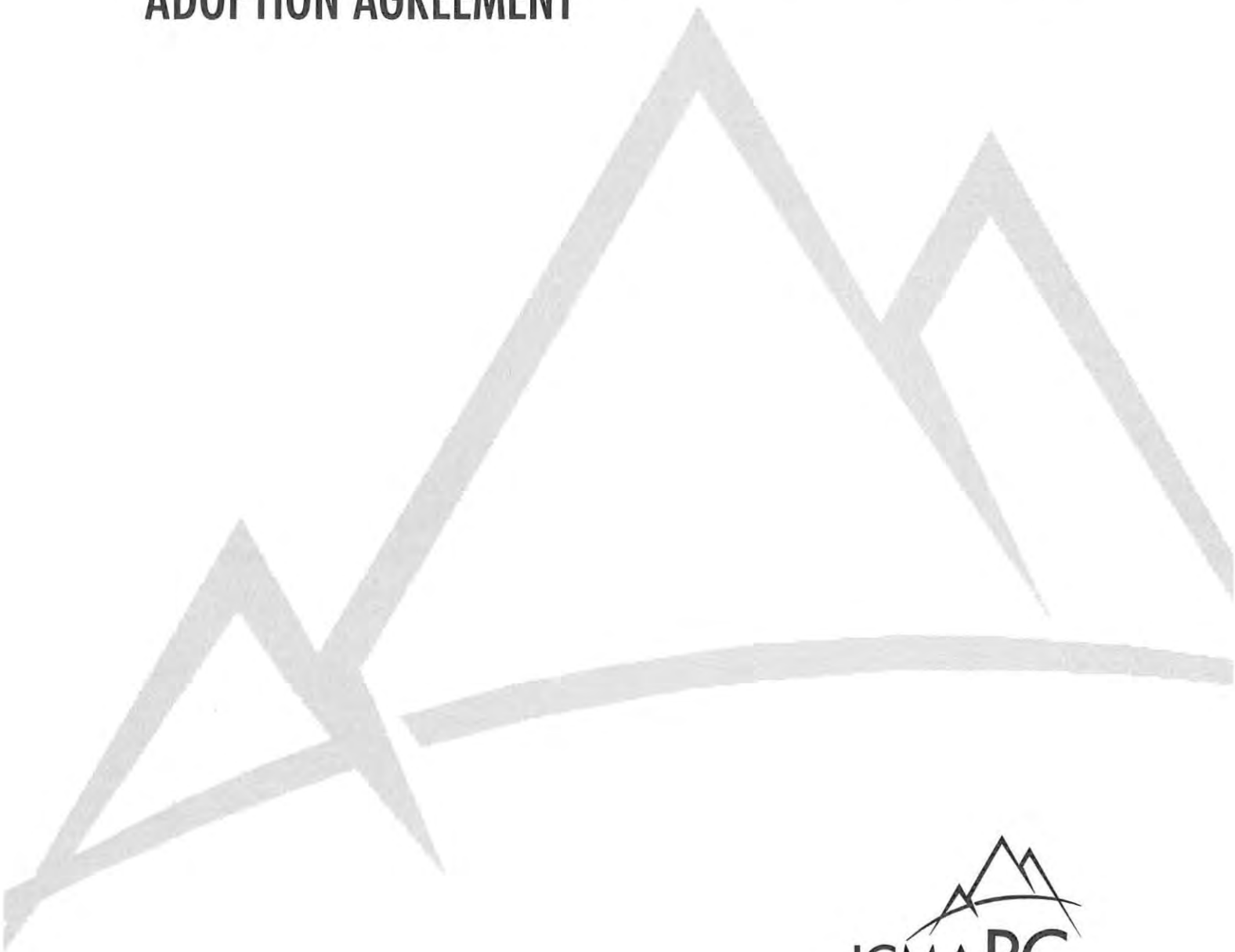
ICMA RETIREMENT CORPORATION

# GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



ICMA RC

BUILDING PUBLIC SECTOR
RETIREMENT SECURITY

**ICMA RETIREMENT CORPORATION**
**GOVERNMENTAL MONEY PURCHASE PLAN & TRUST**
**ADOPTION AGREEMENT**

Plan Number 106383

The Employer hereby establishes a Money Purchase Plan and Trust to be known as CITY OF WYANDOTTE-MUNICIPAL SER. (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☑ Yes ☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

CITY OF WYANDOTTE-MUNICIPAL SER.

**I. Employer:** CITY OF WYANDOTTE-MUNICIPAL SER.

**II. Effective Dates**

☑ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

☐ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

_____

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

**III. Plan Year** will mean:

☐ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

☐ The twelve (12) consecutive month period commencing on _____ and each anniversary thereof.

**IV. Normal Retirement Age shall be age** 60.0 **(not to exceed age 65).**

*Important Note to Employers*: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

## V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

   ___ All Employees
   ___ All Full Time Employees
   ___ Salaried Employees
   ___ Non union Employees
   ___ Management Employees
   ___ Public Safety Employees
   ___ General Employees
   ___ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) _____

   The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

   If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

## VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

   **Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

   ☐ A. Employer Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings or $ _____ for the Plan Year (subject to the limitations of Article V of the Plan).
   Mandatory Participant Contributions

   ☐ are required ☐ are not required

   to be eligible for this Employer Contribution.

   ☐ B. Mandatory Participant Contributions for Plan Participation.

   Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

   ☐ Yes ☐ No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☐ No

Contribution Schedule.

(i) _____% of Earnings,
(ii) $ _____ , or
(iii) a whole percentage of Earnings between the range of _____ *(insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%))*, as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions[1] (pick up is required if Option A is not selected).

☑ Yes ☐ No ***("Yes" is the default provision under the Plan if no selection is made.)***

☐ C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of _____days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

☐ A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant ___% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed ____% of Earnings or $ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

☐ B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding ____% of Earnings or $ _____);

---

1 *Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).*

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate ____% of Earnings or $ _____ ).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed $ _____ or ____% of Earnings, whichever is ___ more or ___ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

   A. Plan contributions will be made based on differential wage payments:

   ☐ Yes ☐ No ***("Yes" is the default provision under the Plan if no selection is made.)***

   If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

   _____

   B. Participants who die or become disabled will receive Plan contributions with respect to such service:

   ☐ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

   If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

   _____

## VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

   ☐ Yes ☐ No

2. Bonuses

   ☐ Yes ☐ No

3. Other Pay (specifically describe any other types of pay to be included below)

## VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:

   ☑ Yes ☐ No ***("Yes" is the default provision under the Plan if no selection is made.)***

2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

   ☐ Effective Date is _____.

   ***(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)***

## IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____

3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____

   ***(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)***

## X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

| Period of Service Completed | Percent Vested |
|---|---|
| Zero | 0 % |
| One | 0 % |
| Two | 0 % |
| Three | 0 % |
| Four | 0 % |
| Five | 100 % |
| Six | 100 % |
| Seven | 100 % |
| Eight | 100 % |
| Nine | 100 % |
| Ten | 100 % |

## XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

   ☐ Normal Retirement Age

   ☑ Age 70½ ***("70½" is the default provision under the Plan if no selection is made.)***

   ☐ Alternate age (after Normal Retirement Age): _____

   ☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

   ☐ Yes ☐ No ***("Yes" is the default provision under the plan if no selection is made.)***

3. Tax-free distributions of up to $3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

   ☐ Yes ☑ No ***("No" is the default provision under the Plan if no selection is made.)***

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

   ☐ Yes ☑ No ***("No" is the default provision under the Plan if no selection is made.)***

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

   ☑ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

## XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.

☑ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. ***("Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.)***

☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

## XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

☐ All Eligible Employees

☐ Other: _____

**Final Pay shall be defined as (select one):**

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave)*:

_____

☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☐ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to _____% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

## XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- ☐ All Eligible Employees
- ☐ Other: _____

**Accrued Leave shall be defined as (select one):**

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

  _____

☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- ☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- ☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☐ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to ____ % (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVI.** The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

**XVII.** The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

**XVIII.** The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**XIX.** An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

By: _____

Print Name: _____

Title: _____

Attest: _____

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

Print Name: _____

Title: _____

Attest: _____

BUILDING PUBLIC SECTOR
RETIREMENT SECURITY

ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG

BRC000-214-21268-201405-W1303

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

**MEETING DATE: January 25, 2016** **AGENDA ITEM # 5**

**ITEM: Lease Agreement – 81 Chestnut**

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The original lease between the Downriver Council of the Arts (DCA) and Wyandotte Art Center, LLC (LLC), has expired. Additionally, the LLC has been dissolved. The Downtown Development Authority has included an operating grant of $25,000 to the DCA for the 2016FY. Consequently, it is necessary to enter into a lease agreement until the end of the fiscal year.

Attached you will find the new lease as well as the previous lease agreement. In addition to the term, the primary changes include replacing the LLC with the City of Wyandotte, removing language relating to the initial renovation of the building, and clarifying the responsibility for certain maintenance items.

**STRATEGIC PLAN/GOALS:** To be financially responsible and to provide the finest services and quality of life.

**ACTION REQUESTED:** Authorize the Mayor and City Clerk to sign the Lease Agreement.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Additional $9,500 in revenue to the City's General Fund (101-000-655-018). Current budget is zero ($0).

**IMPLEMENTATION PLAN:** City Administrator to coordinate signing of the agreement.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

**LEGAL COUNSEL'S RECOMMENDATION:** Review and concur as to form.

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:**

1. Lease Agreement – 10/1/15 through 9/30/16
2. Lease Agreement – expired 12/31/15

**MODEL RESOLUTION:**

**RESOLVED BY CITY COUNCIL** that the Council acknowledges the receipt of the communication from the City Administrator relative to the lease agreement with the Downriver Council of the Arts for 81 Chestnut and

**FURTHER**, authorizes the Mayor and City Clerk to sign the agreement with a term to expire on September 30, 2016

**MOTION BY COUNCIL MEMBER** _____

**SUPPORTED BY COUNCIL MEMBER** _____

| YEAS | COUNCIL | NAYS |
|---|---|---|
| | Fricke | |
| | Galeski | |
| | Miciura | |
| | Sabuda | |
| | Schultz | |
| | VanBoxell | |

Absent: _____

# LEASE AGREEMENT

This Lease Agreement is made and executed on the _____ day of_____, by and between City of Wyandotte, 3200 Biddle Avenue, Wyandotte, Michigan, 48192 referred to as Lessor, and Downriver Council for the Arts, a Michigan nonprofit corporation, referred to as Lessee.

The parties agree as follows:

## SECTION ONE

DEMISE, DESCRIPTION, USE AND CONDITION OF PREMISES

Lessor demises and lets to Lessee, to occupy and to use for arts, cultural and arts-related educational programs and activities, exhibits, studio rental, exhibitions and arts-related office purposes and for no other purposes, the following real estate located in the County of Wayne, State of Michigan, described as follows ("Leased Premises"):

81 Chestnut Street, Wyandotte, Michigan

together with nonexclusive use of parking facilities owned by the City located adjacent to or near the Leased Premises.

Lessor, its agents or others have made no representations or warranties as to the condition or the state of repair of the Leased Premises.-Lessees' acceptance of the Leased Premises is conditioned upon the issuance of a certificate of occupancy from the authorized municipal agency.

## SECTION TWO

TERM

The Lessee acknowledges it will be allowed to examine the Leased Premises prior to the commencement of the term of this Lease and knows the condition thereof. The term of this Lease Agreement shall be from January 1, 2016 to September 30, 2016 unless otherwise terminated pursuant to Section Seven. Ninety (90) days prior to the end of the Lease Term, the Lessee may request an extension of the Lease Term and Lessor shall in good faith consider such request (provided however nothing herein contained shall be interpreted to provide Lessee a right to any extension hereof for less than the then market rental value of the Leased Premises), at which time, provided Lessor approves the request, a new Lease Agreement shall be executed.

## SECTION THREE

RENT

Lessee agrees to pay Lessor a cash rent (prorated accordingly) for the above-described Leased Premises of Nine Thousand, Five Hundred and 0/100 ($9,500.00) Dollars per year, paid on a quarterly basis on the first day of January, April, and July

## SECTION FOUR

A. LESSEE'S DUTIES IN OPERATING LEASED PREMISES

Lessee agrees as follows:

1. To keep and maintain the interior of the Leased Premises in a condition similar to the condition that it was on the commencement of the Lease Agreement. Except for ordinary wear and loss and/or unavoidable destruction.
2. To take proper care of, and to prevent injury to, the Leased Premises.
3. To provide janitorial services on a regular basis.
4. To prevent all unnecessary waste, loss, or damage to the property or Lessor.
5. To keep the Leased Premises neat and orderly.
6. To insure all of its personal property; and carry public liability insurance for not less than One Million ($1,000,000) Dollars per occurrence, and to name Lessor as an additional insured thereon.
7. To carry workmen's compensation insurance.
8. Not to assign this Lease Agreement or sublet any part of the Leased Premises without the written consent of the Lessor except for the purpose of renting space to artists or users of the facility consistent with the purpose of operating an arts center. Note that the Lessee shall be responsible for any real property taxes if the property is considered taxable.
9. Not to erect signs without first obtaining prior written consent of Lessor.
10. Not to permit or allow smoking, the use of alcohol, drugs, or tobacco on the Leased Premises except with written consent from the Lessor and upon the receipt of all necessary permits allowing such activity.
11. To develop and implement a marketing plan for the Leased Premises to be presented to the Lessor within thirty (30) days of commencement of the lease term.
12. To provide a minimum public access to the Leased Premises of eight (8) hours a day, six (6) days a week.
13. Coordinate and manage all activities related to the rental of the Leased Premises.
14. Develop fundraising and grant writing services for the purpose of supplementing the cost of maintaining and improving the Leased Premises and the operations that occur within. Lessor acknowledges and agrees that Lessee will also engage in fundraising, including but not limited to grants, donations, gifts, events and programs and the like, to support Lessee's operations and the arts programming

and activities that are the intended purpose of Lessee's occupation of the Leased Premises, and that without such fundraising efforts, Lessee cannot meet its mission and carry out such programming and activities.

15. To develop and implement all programming at the Leased Premises [including a web presence].
16. Provide quarterly financial reports to the Lessor and provide access to all financial records associated with activities at the Leased Premises.
17. Provide security for building and events.
18. Provide annual activity reports to the Lessor or more frequently upon request.
19. Provide free use of the facility by the City of Wyandotte ("City") for events or presentations when a minimum sixty (60) day notice is provided by the City. The City will make every attempt to provide at least a ninety (90) day request and understands that no guarantees of facility availability can be made when the request does not meet the longer notice period. Except for the use of the facility, the City will be responsible for all associated costs for these events.
20. Use its best efforts to cause the Leased Premises to be operated and maintained in such a manner that will avoid the occurrence of any event causing the recapture of all or any part of the historic tax credits awarded to Lessor as a result of the rehabilitation of the Leased Premises;

B. LESSOR'S DUTIES IN OPERATING LEASED PREMISES

Lessor agrees as follows:

1. To maintain the exterior of the Leased Premises [through the City's Department of Public Works] including snow plowing, landscaping, grass cutting, and other maintenance issues. Exterior maintenance does not include tuck pointing of bricks.
2. To assist in non-routine maintenance of the interior of the building [through the City's Department of Public Works] including HVAC, electrical, and plumbing systems. Interior maintenance does not include plaster repair to walls or ceilings.

In the event any repairs to be performed by Lessor shall be directly necessitated by negligence or misuse by the Lessee, then the Lessee shall pay all reasonable expenses for such repairs.

Lessee shall promptly notify Lessor of any needed repairs.

Lessor retains the right to sell the naming rights to the building with the proceeds held by the Lessor in a separate account, and designated solely to support the operations, programs and activities undertaken by Lessee. The proceeds shall be released to Lessees for such purposes upon Lessee' request. Any funds remaining unused at the time of the termination of the lease shall be sole property of the Lessor and can be used for any purpose identified by the Lessor. All other naming rights with respect to galleries, rooms, activities, studios, fixtures and other contents of the Leased Premises shall reside

with Lessee, and proceeds from such naming rights shall be designated by Lessee in its sole discretion.

C. INDEMNIFICATION

Lessee agrees to pay and to defend, indemnify and hold harmless the Lessor from and against any and all liabilities, losses, damages, causes of action, suits, claims, demands, judgments, costs and expenses of any kind or any nature whatsoever (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable expert's and attorneys' fees and expenses), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by, or asserted or awarded against Lessor, its employees, agents, members, or other persons serving in an advisory capacity to any of them or against the Leased Premises or any portion thereof, arising from: any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Leased Premises or otherwise, in each case arising out of the use, possession, ownership, condition or occupation of the Leased Premises or any part thereof from and after the date hereof; violation by Lessee, its employees, agents, or members, or invitees of any of them, of any environmental law affecting the Leased Premises or any part thereof or the ownership, occupancy or use thereof from and after the date hereof; provided, however, that notwithstanding the foregoing, Lessee shall not have any liability to Lessor for any loss or damage arising out of acts of Lessor, or persons under the control or direction of Lessor, including claims with respect to Lessor's work, or out of any release or threat of release of hazardous substance for which Lessor is responsible; provided, further, notwithstanding anything herein to the contrary, in no event shall the Lessee have any liability or obligation, and the Lessor shall indemnify, defend and hold the Lessee harmless from and against any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Leased Premises or otherwise, in each case arising out of the use, possession, ownership, condition or occupation of the Leased Premises or any part thereof with respect to any event first occurring on or before the commencement of this Lease Agreement. The Lessor shall give Lessee prompt and timely notice of any claim made or suit instituted against it or any other party of which it has knowledge, relating to any matter which in any way may result in indemnification pursuant to this Section. The obligations of Lessee under this Section shall survive the Lease Term. The foregoing indemnification shall not be construed as creating any rights in or conferring any rights to any third parties.

## SECTION FIVE

LESSEE'S RIGHT TO MAKE IMPROVEMENTS AND ALTERATIONS

Lessee shall have the right to make non-structural alterations or improvements to the portion of the Leased Premises to which it has exclusive and nonexclusive rights.

However, all such improvements, alterations, and modifications shall be done at its sole cost and expense and only after Lessee has presented to Lessor a written proposal for such work with appropriate drawings and plans attached. No work shall be commenced prior to written approval by Lessor. In the event Lessor does not give its approval, the decision shall be final and binding.

## SECTION SIX

LESSOR'S RESERVATION OF RIGHTS, LESSEE'S NONEXCLUSIVE USE

The Lessee shall use and occupy the Lease Premises as described above, however, subject to the following:

[none identified]

## SECTION SEVEN

DEFAULT

Lessee shall be in default if it fails to carry out substantially the provisions of this Lease Agreement within thirty (30) days after service by Lessor of written notice to Lessee as provided in Section Nineteen regarding Lessee's failure to fulfill its obligations. In the event the default is not cured within the notice period, Lessor shall have the right to reenter and to take full possession of the Leased Premises, which Lessee agrees to vacate peaceably without claim for damages. Lessee shall be responsible and pay any and all reasonable attorney fees and costs incurred by Lessor in the enforcement of this Lease or removal of Lessee from the Leased Premises.

## SECTION EIGHT

UTILITY PAYMENTS

Lessee shall pay one hundred (100%) percent of all utility charges directly attributable to the Leased Premises. These amounts include, but are not limited to, electric, natural gas, water, telephone, internet service, security and fire alarm monitoring, and elevator maintenance. Utilities shall be put in the Lessee's name at the commencement of the lease. These amounts can be paid from proceeds received from rental activity at the Leased Premises.

## SECTION NINE

COMPENSATION FOR DAMAGE

At the conclusion of the Lease Agreement, Lessee shall pay to Lessor reasonable compensation for any damage to the Leased Premises for which Lessee is responsible,

after due allowance is made for damage resulting from ordinary wear and depreciation or from causes beyond Lessee's control.

## SECTION TEN

RIGHT TO REENTRY

Lessor reserves the right to enter the Lease Premises at all reasonable times for the purpose of viewing or making repairs or improvements on or to the Leased Premises, provided that such entry and activity shall not unreasonably interfere with the occupancy of Lessee.

## SECTION ELEVEN

GOVERNING LAW

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

## SECTION TWELVE

WAIVERS

Waiver by Lessor of any breach of any covenant or duty of Lessee under this Lease Agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

## SECTION THIRTEEN

TERMINATION

At the termination of this Lease Agreement, by the terms hereof, by operation of law, or otherwise, Lessee shall remove all of its furniture and furnishings on or before the termination date. Lessee shall leave at the Leased Premises all property owned by Lessor or third parties. The Lessee shall leave the Leased Premises in substantially the same condition as it was received. Any property that shall be left by Lessee after termination shall be considered abandoned by the Lessee unless prior arrangements are made in writing with Lessor.

## SECTION FOURTEEN

EFFECT OF PARTIAL INVALIDITY

The invalidity of any provision of this Lease Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Lease Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

## SECTION FIFTEEN

ENTIRE AGREEMENT

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

## SECTION SIXTEEN

MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

## SECTION SEVENTEEN

PARAGRAPH HEADINGS

The titles to the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

## SECTION EIGHTEEN

EFFECTIVE DATE

Notwithstanding the date this Lease was executed, this Lease shall be and is effective January 1, 2016.

## SECTION NINETEEN

NOTICES

All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any such written communication shall be deemed to have been duly given (except as may otherwise be specifically provided herein to the contrary), and shall be deemed sufficient to preserve the rights of the sending party, if either (a) mailed by certified or registered mail, with postage prepaid by sender, or shipped by express courier service, with charges prepaid by sender and receipted for by or on behalf of the intended recipient, in each case to the following address (or to such other address as any party may designate for himself or itself by notice to the other parties given pursuant hereto), or (b) delivered by hand and receipted for by or on behalf of the intended recipient:

Lessor: City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

Lessee: Executive Director
Downriver Council for the Arts
81 Chestnut
Wyandotte MI 48192

## SECTION TWENTY

BINDING EFFECT

The provisions of this Lease Agreement shall be binding on the heirs, executors, administrators, successors, and assignees of both Lessor and Lessee in like manner as upon the original parties, unless modified by mutual agreement.

IN WITNESS WHEREOF, Lessor and Lessee have signed their names and affixed their seals the day and year first written above.

WITNESS

_____

City of Wyandotte

By: The City of Wyandotte
Its: Mayor

By: _____
Joseph R. Peterson, Mayor

DOWNRIVER COUNCIL OF THE ARTS

_____

By: _____
XXXXXXXXXXXXXX
President, Downriver Council for the Arts

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR

COUNCIL
Todd M. Browning
James R. DeSana
Sheri M. Sutherby-Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

JOSEPH R. PETERSON
MAYOR

February 23, 2010

RESOLUTION

Todd A. Drysdale
Director of Financial and Administrative Services
3131 Biddle Avenue
Wyandotte, Michigan 48192

By Councilwoman Sheri M. Fricke
Supported by Councilman James R. DeSana

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the Director of Financial and Administrative Services and APPROVES the Lease Agreement for 81 Chestnut between Wyandotte Art Center LLC and the Downriver Council of the Arts providing all stipulations in said lease are adhered to. AND BE IT FURTHER RESOLVED that the Director of Financial and Administrative Services be directed to sign said agreement on behalf of the City of Wyandotte.

YEAS: Councilmembers Browning DeSana Fricke Sabuda
NAYS: Councilman Galeski

RESOLUTION DECLARED ADOPTED

I, Maria Johnson, Deputy City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on February 22, 2010.

Maria Johnson
Deputy City Clerk

CC: Downriver Council for the Arts, DDA

# LEASE AGREEMENT

This Lease Agreement is made and executed on the 25th day of February, 2010, by and between Wyandotte Art Center LLC, a Michigan limited liability company, 3131 Biddle Avenue, Wyandotte, Michigan 48192, referred to as Lessor, and Downriver Council for the Arts, a Michigan nonprofit corporation, referred to as Lessee.

The parties agree as follows:

## SECTION ONE

### DEMISE, DESCRIPTION, USE AND CONDITION OF PREMISES

Lessor demises and lets to Lessee, to occupy and to use for arts, cultural and arts-related educational programs and activities, exhibits, studio rental, exhibitions and arts-related office purposes and for no other purposes, the following real estate located in the County of Wayne, State of Michigan, described as follows ("Leased Premises"):

81 Chestnut Street, Wyandotte, Michigan

together with nonexclusive use of parking facilities owned by the City located adjacent to or near the Leased Premises.

Lessor, its agents or others have made no representations or warranties as to the condition or the state of repair of the Leased Premises. The parties understand that work may remain to be done upon the date of execution of this lease. Therefore, Lessees' acceptance of the Leased Premises is conditioned upon the issuance of a certificate of occupancy from the authorized municipal agency.

Notwithstanding the execution date of this Lease, the term thereof shall not commence until Lessee occupies the Leased Premises. Thereafter, this Lease Agreement may only be terminated at the end of its Term or in accordance with Section Seven hereof.

## SECTION TWO

TERM

The Lessee acknowledges it will be allowed to examine the Leased Premises prior to the commencement of the term of this Lease and knows the condition thereof. The term of this Lease Agreement shall be from January 1, 2010 or Lessee's occupation of the Leased Premises under Section One, whichever is later, to December 31, 2015, unless otherwise terminated pursuant to Section Seven. Ninety (90) days prior to the end of the Lease Term, the Lessee may request an extension of the Lease Term and Lessor shall in good faith consider such request (provided however nothing herein contained shall be interpreted to provide Lessee a right to any extension hereof for less than the then market rental value of the Leased Premises), at which time, provided Lessor approves the request, a new Lease Agreement shall be executed.

## SECTION THREE

RENT

Lessee agrees to pay Lessor a cash rent (prorated accordingly) for the above-described Leased Premises of Nine Thousand, Five Hundred and 0/100 ($9500.00) Dollars per year, paid on a quarterly basis on the first day of January, April, July, and October

## SECTION FOUR

A. LESSEE'S DUTIES IN OPERATING LEASED PREMISES

Lessee agrees as follows:

1. To keep and maintain the interior of the Leased Premises in a condition similar to the condition that it was on the commencement of the Lease Agreement. Except for ordinary wear and loss and/or unavoidable destruction.
2. To take proper care of, and to prevent injury to, the Leased Premises.
3. To provide janitorial services on a regular basis.
4. To prevent all unnecessary waste, loss, or damage to the property or Lessor.
5. To keep the Leased Premises neat and orderly.
6. To insure all of its personal property; and carry public liability insurance for not less than One Million ($1,000,000) Dollars per occurrence, and to name Lessor as an additional insured thereon.
7. To carry workmen's compensation insurance.
8. Not to assign this Lease Agreement or sublet any part of the Leased Premises without the written consent of the Lessor except for the purpose of renting space to artists or users of the facility consistent with the purpose of operating an arts center. Note that the Lessee shall be responsible for any real property taxes if the property is considered taxable.

9. Not to erect signs without first obtaining prior written consent of Lessor.
10. Not to permit or allow smoking, the use of alcohol, drugs, or tobacco on the Leased Premises except with written consent from the Lessor and upon the receipt of all necessary permits allowing such activity.
11. To develop and implement a marketing plan for the Leased Premises within six (6) months of commencement of lease. This plan will be presented to the Lessor prior to the due date.
12. To provide a minimum public access to the Leased Premises of eight (8) hours a day, six (6) days a week within one (1) year of the commencement date of the lease.
13. Coordinate all activities related to the rental of the Leased Premises.
14. Develop fundraising and grant writing services for the purpose of supplementing the cost of maintaining and improving the Leased Premises and the operations that occur within. Lessor acknowledges and agrees that Lessee will also engage in fundraising, including but not limited to grants, donations, gifts, events and programs and the like, to support Lessee's operations and the arts programming and activities that are the intended purpose of Lessee's occupation of the Leased Premises, and that without such fundraising efforts, Lessee cannot meet its mission and carry out such programming and activities.
15. To develop and implement all programming at the Leased Premises [including a web presence].
16. Provide quarterly financial reports to the Lessor and provide access to all financial records associated with activities at the Leased Premises.
17. Provide security for building and events.
18. Provide annual activity reports to the Lessor or more frequently upon request.
19. Provide free use of the facility by the City of Wyandotte ("City") for events or presentations when a minimum sixty (60) day notice is provided by the City. The City will make every attempt to provide at least a ninety (90) day request and understands that no guarantees of facility availability can be made when the request does not meet the longer notice period. Except for the use of the facility, the City will be responsible for all associated costs for these events.
20. Use its best efforts to cause the Leased Premises to be operated and maintained in such a manner that will avoid the occurrence of any event causing the recapture of all or any part of the historic tax credits awarded to Lessor as a result of the rehabilitation of the Leased Premises;

B. LESSOR'S DUTIES IN OPERATING LEASED PREMISES

Lessor agrees as follows:

1. To maintain the exterior of the Leased Premises [through the City's Department of Public Works] including snow plowing, landscaping, grass cutting, and other maintenance issues.
2. To assist in non-routine maintenance of the interior of the building [through the City's Department of Public Works] including HVAC, electrical, and plumbing systems.

3. Prior to commencement of this Lease Agreement, provide up to $500,000 in investment to the facility to improve and renew the facility and its infrastructure which is contingent upon available funding as determined by the Lessor.

In the event any repairs to be performed by Lessor shall be directly necessitated by negligence or misuse by the Lessee, then the Lessee shall pay all reasonable expenses for such repairs.

Lessee shall promptly notify Lessor of any needed repairs.

Lessor retains the right to sell the naming rights to the building with the proceeds held by the Lessor in a separate account, and designated solely to support the operations, programs and activities undertaken by Lessee. The proceeds shall be released to Lessees for such purposes upon Lessee' request. Any funds remaining unused at the time of the termination of the lease shall be sole property of the Lessor and can be used for any purpose identified by the Lessor. All other naming rights with respect to galleries, rooms, activities, studios, fixtures and other contents of the Leased Premises shall reside with Lessee, and proceeds from such naming rights shall be designated by Lessee in its sole discretion.

## C. INDEMNIFICATION

Lessee agrees to pay and to defend, indemnify and hold harmless the Lessor from and against any and all liabilities, losses, damages, causes of action, suits, claims, demands, judgments, costs and expenses of any kind or any nature whatsoever (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable expert's and attorneys' fees and expenses), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by, or asserted or awarded against Lessor, its employees, agents, members, or other persons serving in an advisory capacity to any of them or against the Leased Premises or any portion thereof, arising from: any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Leased Premises or otherwise, in each case arising out of the use, possession, ownership, condition or occupation of the Leased Premises or any part thereof from and after the date hereof; violation by Lessee, its employees, agents, or members, or invitees of any of them, of any environmental law affecting the Leased Premises or any part thereof or the ownership, occupancy or use thereof from and after the date hereof; provided, however, that notwithstanding the foregoing, Lessee shall not have any liability to Lessor for any loss or damage arising out of acts of Lessor, or persons under the control or direction of Lessor, including claims with respect to Lessor's work, or out of any release or threat of release of hazardous substance for which Lessor is responsible; provided, further, notwithstanding anything herein to the contrary, in no event shall the Lessee have any liability or obligation, and the Lessor shall indemnify, defend and hold the Lessee harmless from and against any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the

Leased Premises or otherwise, in each case arising out of the use, possession, ownership, condition or occupation of the Leased Premises or any part thereof with respect to any event first occurring on or before the commencement of this Lease Agreement. The Lessor shall give Lessee prompt and timely notice of any claim made or suit instituted against it or any other party of which it has knowledge, relating to any matter which in any way may result in indemnification pursuant to this Section. The obligations of Lessee under this Section shall survive the Lease Term. The foregoing indemnification shall not be construed as creating any rights in or conferring any rights to any third parties.

## SECTION FIVE

LESSEE'S RIGHT TO MAKE IMPROVEMENTS AND ALTERATIONS

Lessee shall have the right to make non-structural alterations or improvements to the portion of the Leased Premises to which it has exclusive and nonexclusive rights. However, all such improvements, alterations, and modifications shall be done at its sole cost and expense and only after Lessee has presented to Lessor a written proposal for such work with appropriate drawings and plans attached. No work shall be commenced prior to written approval by Lessor. In the event Lessor does not give its approval, the decision shall be final and binding.

## SECTION SIX

LESSOR'S RESERVATION OF RIGHTS, LESSEE'S NONEXCLUSIVE USE

The Lessee shall use and occupy the Lease Premises as described above, however, subject to the following:

[ none identified ]

## SECTION SEVEN

DEFAULT

Lessee shall be in default if it fails to carry out substantially the provisions of this Lease Agreement within thirty (30) days after service by Lessor of written notice to Lessee as provided in Section Nineteen regarding Lessee's failure to fulfill its obligations. In the event the default is not cured within the notice period, Lessor shall have the right to reenter and to take full possession of the Leased Premises, which Lessee agrees to vacate peaceably without claim for damages. Lessee shall be responsible and pay, any and all reasonable attorney fees and costs incurred by Lessor in the enforcement of this Lease or removal of Lessee from the Leased Premises.

## SECTION EIGHT

UTILITY PAYMENTS

Lessee shall pay one hundred (100%) percent of all utility charges directly attributable to the Leased Premises. These amounts include, but are not limited to, electric, natural gas, water, telephone, internet service, security and fire alarm monitoring, and elevator maintenance. Utilities shall be put in the Lessee's name at the commencement of the lease. These amounts can be paid from proceeds received from rental activity at the Leased Premises.

## SECTION NINE

COMPENSATION FOR DAMAGE

At the conclusion of the Lease Agreement, Lessee shall pay to Lessor reasonable compensation for any damage to the Leased Premises for which Lessee is responsible, after due allowance is made for damage resulting from ordinary wear and depreciation or from causes beyond Lessee's control.

## SECTION TEN

RIGHT TO REENTRY

Lessor reserves the right to enter the Lease Premises at all reasonable times for the purpose of viewing or making repairs or improvements on or to the Leased Premises, provided that such entry and activity shall not unreasonably interfere with the occupancy of Lessee.

## SECTION ELEVEN

GOVERNING LAW

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

## SECTION TWELVE

WAIVERS

Waiver by Lessor of any breach of any covenant or duty of Lessee under this Lease Agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

## SECTION THIRTEEN

TERMINATION

At the termination of this Lease Agreement, by the terms hereof, by operation of law, or otherwise, Lessee shall remove all of its furniture and furnishings on or before the termination date. Lessee shall leave at the Leased Premises all property owned by Lessor or third parties. The Lessee shall leave the Leased Premises in substantially the same condition as it was received. Any property that shall be left by Lessee after termination shall be considered abandoned by the Lessee unless prior arrangements are made in writing with Lessor.

## SECTION FOURTEEN

EFFECT OF PARTIAL INVALIDITY

The invalidity of any provision of this Lease Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Lease Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

## SECTION FIFTEEN

ENTIRE AGREEMENT

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

## SECTION SIXTEEN

MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

## SECTION SEVENTEEN

PARAGRAPH HEADINGS

The titles to the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

## SECTION EIGHTEEN

EFFECTIVE DATE

Notwithstanding the date this Lease was executed, this Lease shall be and is effective January 1, 2010.

## SECTION NINETEEN

NOTICES

All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any such written communication shall be deemed to have been duly given (except as may otherwise be specifically provided herein to the contrary), and shall be deemed sufficient to preserve the rights of the sending party, if either (a) mailed by certified or registered mail, with postage prepaid by sender, or shipped by express courier service, with charges prepaid by sender and receipted for by or on behalf of the intended recipient, in each case to the following address (or to such other address as any party may designate for himself or itself by notice to the other parties given pursuant hereto), or (b) delivered by hand and receipted for by or on behalf of the intended recipient:

Lessor: Wyandotte Art Center, LLC
3131 Biddle Avenue
Wyandotte, MI 48192

Lessee: Executive Director
Downriver Council for the Arts
81 Chestnut
Wyandotte MI 48192

## SECTION TWENTY

BINDING EFFECT

The provisions of this Lease Agreement shall be binding on the heirs, executors, administrators, successors, and assignees of both Lessor and Lessee in like manner as upon the original parties, unless modified by mutual agreement.

IN WITNESS WHEREOF, Lessor and Lessee have signed their names and affixed their seals the day and year first written above.

WITNESS

WYANDOTTE ART CENTER LLC

By: The City of Wyandotte
Its: Manager

By: _____
Todd A. Drysdale, Director of
Financial and Administrative Services

DOWNRIVER COUNCIL OF THE ARTS

By: _____
Douglas Scott
President, Downriver Council for the Arts

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

**MEETING DATE: January 25, 2016** **AGENDA ITEM # 6**

**ITEM: Hiring – Dispatcher (Downriver Central Dispatch/Police Department)**

**PRESENTER:** Daniel J. Grant, Chief of Police

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** On Friday December 18, 2015, one of our full-time Dispatchers who worked in our Downriver Central Dispatch center retired creating an opening for one full-time position which is budgeted. The Police Department has posted the full-time position with our part-time Dispatchers and the only applicant at this time is Melissa Raredon. Melissa has worked as a part-time Dispatcher with the Trenton/Riverview Consolidated Dispatch Center for 2 ½ years and has also worked in our center for several weeks. Her evaluations have been very favorable and the Dispatchers working with her have noted that she is very professional in this occupation. If approved for full-time status, it is my opinion along with that of her supervisors that she will continue to be an asset to our dispatch center and a great public servant.

**STRATEGIC PLAN/GOALS:** To elevate to full-time status an employee who has proven to be an outstanding Dispatcher and continue to provide quality service to our residents who call for the request of public safety services.

**ACTION REQUESTED:** Concur with the Police Department to hire Dispatcher Melissa Raredon to full-time status.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Funds for her salary/benefits are budgeted in the Downriver Central Dispatch budget.

**IMPLEMENTATION PLAN:** The City Administrator's Office will coordinate the hiring and implementation of benefits for the position.

**COMMISSION RECOMMENDATION:** The hiring of Melissa Raredon was approved by the Police Commission at their regular meeting on Tuesday January 19, 2016.

**CITY ADMINISTRATOR'S RECOMMENDATION:** Based on a review of the City's current resources, organizational structure, and staffing expectations, the filling of this position appears necessary to provide effective services to the users of the centralized dispatch center. Concur with recommendation.

(Todd Drysdale, City Administrator)

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

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

(Joseph Peterson, Mayor)

**LIST OF ATTACHMENTS:** 1. Application form
2. Police Commission Draft Minutes

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan
Date: January 25, 2016

RESOLUTION by Councilman_____

BE IT RESOLVED BY THE CITY COUNCIL that Council Concurs with the determination that a vacancy exists with the recent retirement of one full-time Dispatcher and the Council authorizes the filling of such vacancy and

FURTHER RESOLVED BY THE CITY COUNCIL that subsequent to reviews of her performance as a current part-time member of the Dispatch staff and after working with our full-time Dispatchers who gave her favorable reviews, be it resolved that part-time Dispatcher Melissa Raredon is being approved for a full-time position contingent on the successful completion of a physical, psychological, and drug screen examination.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen_____

Supported by Councilman_____

| YEAS | COUNCIL | NAYS |
|---|---|---|
| | Fricke | |
| | Galeski | |
| | Miciura | |
| | Sabuda | |
| | Schultz | |
| | VanBoxell | |

Print Form

CITY OF WYANDOTTE, MICHIGAN 48192

# APPLICATION FOR EMPLOYMENT

(PLEASE PRINT PLAINLY)

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

## EMPLOYMENT DESIRED

Position applied for: Full time dispatcher

Have you read the description of this job? (●) Yes ( ) No

Are you qualified to perform these duties? (●) Yes ( ) No

Other position you would consider: _____

Type of employment desired: [✔] Full-Time [ ] Part-Time [ ] Temporary

Date you can start: Immediately Wage expected $: Negotiable

## PERSONAL INFORMATION

Social Security Number: -- --

Name: Raredon (Last) Melissa (First) Marie (Middle)

Address: 3440 Syckelmoore (Street) Trenton (City) MI (State) 48183 (Zip Code)

Telephone (including area code): (73

Other last names used while working, if any: Hughes

Are you a U.S. Citizen? (●) Yes ( ) No

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

Have you ever been convicted of a crime? ( ) Yes (●) No

If yes, please give specifics: _____

Are there any felony charges pending against you? ( ) Yes (●) No

If yes, please give specifics: _____

Have you ever served in the U.S. Military? ○ Yes ◉ No

If yes, indicate branch of military? _____

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

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

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

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

If yes, what type of license do you hold? Enhanced Drivers License

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

If so, when? Currently

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

If yes, indicate names and dates employed _____

Are you a smoker? ◉ Yes ○ No

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

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

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

_____

Have you ever been bonded on a job? ○ Yes ◉ No

If so, where and when? _____

**IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:**

Name James Raredon Telephone (including area code) NOT FOR PUBLIC RELEASE

Address 3440 Syckelmoore Trenton MI 48183
Street City State Zip Code

**PERSONAL REFERENCES** (Not former employers or relatives)

| Name and Occupation | Address | Phone Number |
|---|---|---|
| Lisa Ludwig | Sterling Heights | (586)63 |
| Melissa Bainbridge | Trenton | (734)6 |
| Kim Harris | Brownstown | (734)7 |

## EDUCATION

**Identify any special skills, training or licenses you have which are related to the position you are applying for:**
Currently an emergency Police,Fire, and Medical dispatcher. LEIN certified.

| | NAME | CITY/STATE | DEGREE | MAJOR |
|---|---|---|---|---|
| **High School** | Lincoln Park High School | Lincoln Park , MI | High School Diploma | |
| **College** | Henry Ford Community College | Dearborn, MI | Degree not completed | Criminal Justice, Psych |
| **Other** | | | | |

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

**1. Firm name** Wyandotte Police Department

**Employed from** 12/2015 (month / year) **to** Current (month / year)

**Type of business** Police Department

**Address** 2015 Biddle (Street) Wyandotte (City) MI (State) 48192 (Zip Code)

**Telephone Number** (734)324-4405 **Name of supervisor** Beth Rinna

**Positions** Dispatcher **Starting salary $** 15.00 **Final salary $** _____

**Duties performed** Police,Fire, Medical Dispatch

**Reason for leaving** _____

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

**2. Firm name** _____

**Employed from** _____ (month / year) **to** _____ (month / year)

**Type of business** _____

**Address** _____ (Street / City / State / Zip Code)

**Telephone Number** _____ **Name of supervisor** _____

**Positions** _____ **Starting salary $** _____ **Final salary $** _____

**Duties performed** _____

**Reason for leaving** _____

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

**If yes, please explain** _____

**EDUCATION**

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

| | NAME | CITY/STATE | DEGREE | MAJOR |
|---|---|---|---|---|
| High School | Lincoln Park H.S. | Lincoln Park/MI | Diploma | |
| College | HFCC | Dearborn/MI | 35 credits | |
| Other | | | | |

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

1. Firm name Trenton Police dept.

Employed from 03 (month) 2013 (year) to Present (month) (year)

Type of business Police dept.

Address 2872 W. Jefferson (Street) Trenton (City) MI (State) 48183 (Zip Code)

Telephone Number (734)676-3737 Name of supervisor Deborah Petraska

Positions Dispatcher Starting salary $ 14.00 Final salary $ 15.00

Duties performed Police/Fire/Ems Dispatcher, 911 call taker LEIN Operator

Reason for leaving N/A

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

2. Firm name Brownstown Police dept.

Employed from 02 (month) 2014 (year) to 01 (month) 2015 (year)

Type of business Police dept.

Address King Rd (Street) Brownstown (City) MI (State) 48192 (Zip Code)

Telephone Number (734)675-1300 Name of supervisor Michael McCarthy

Positions Dispatcher Starting salary $ 17.00 Final salary $ 15.38

Duties performed Police/Fire/Ems dispatch 911 call taker LEIN operator

Reason for leaving Schedule.

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

If yes, please explain

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

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

**APPLICANTS FOR UNION POSITIONS**

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

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

Dated: 1/21/2016 Signature: Melissa Rzodca

**APPLICANTS FOR NON-UNION POSITIONS**

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

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

Dated: 1/21/2016 Signature: Melissa Rzodca

4/26/05

**MAYOR**
Joseph R. Peterson

**CITY CLERK**
Lawrence S. Stec

**TREASURER**
Todd M. Browning

**CITY ASSESSOR**
Thomas R. Woodruff

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

**DANIEL J. GRANT**
**CHIEF OF POLICE**

January 13, 2016

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

Dear Honorable Mayor and City Council Members:

**SUBJECT: TRAFFIC CONTROL ORDER 2016-01**

After review, the Traffic Bureau and Officer Zalewski recommend the installation of "Handicap Parking Signs" in front of 120 Goddard, Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Officer Zalewski, this letter serves as a recommendation for Council support of Traffic Control Order 2016-01 as specified on said order.

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

Sincerely,

Daniel Grant

Daniel J. Grant
Chief of Police

City of Wyandotte

# Traffic Control Order

TRAFFIC CONTROL ORDER # **2016-01**

Parking ☐
Speed ☐
Signs to be installed ☒
Other ☐

Traffic C.doc

## ORDER TO PLACE SIGNS REGULATING TRAFFIC

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

The installation of:

- "Handicap Parking Signs" at 120 Goddard

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

**POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN**

_____ DATE: 1/19/16

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

Daniel Grant DATE: 1/20/16

**CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN**

_____ DATE: _____

**CHANGE TO OR AMENDMENT TO ORDER**

Date: «Sign_Removal» Reason: «Note»

Amendment Approved by the Police & Fire Commission

_____ Date: _____

Signature

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

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

**MEETING DATE: January 25, 2016** **AGENDA ITEM # 8**

**ITEM: DEMOLITIONS BIDS FOR 122 CLINTON – 2262 CORA**

**PRESENTER:** Mark Kowalewski – City Engineer Mark Kowalewski 1-21-16

**INDIVIDUALS IN ATTENDANCE:** Mark Kowalewski – City Engineer

**BACKGROUND:** The Engineering Department solicited demolition bids for the above referenced properties. The reason for these demolitions are as follows:

The City Council ordered the demolition of 122 Clinton, based on City Council resolution dated November 2, 2015. (See Attached City Resolution)

The City Engineering Department completed the purchase and closing of the property at 2262 Cora for back taxes. (See Attached Deed)

Bids were requested and received. Pro Excavation had the lowest bid for 2262 Cora and 21st Century had the lowest bid for 122 Clinton. (See attached bids).

**STRATEGIC PLAN/GOALS:** Fostering the maintenance and development of stable and vibrant neighborhoods.

**ACTION REQUESTED:** Adopt a resolution concurring with the City Engineer selecting Pro Excavation and 21st Century as the contractors of record.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Expense the work from Account No. 492-200-850-519 and 492-000-041-040 for the properties.

**IMPLEMENTATION PLAN:** Pro Excavation and 21st Century will be directed to begin demolition.

**COMMISSION RECOMMENDATION:**

**CITY ADMINISTRATOR'S RECOMMENDATION:** JDupdal

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:**
Summary of bids for demolition
Council Resolutions
Deed

| | 122 Clinton | 2262 Cora | Total |
|---|---|---|---|
| Pro Excavation | $13,500 | $9,800 | $23,300 |
| 21st Century | $12,700 | $11,300 | $24,000 |
| Homrich | $15,860 | $14,300 | $30,160 |

**CITY OF WYANDOTTE, MICHIGAN**
**CERTIFIED RESOLUTION**

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: November 2, 2015

MOVED BY: Councilperson Galeski

SUPPORTED BY: Councilperson Schultz

RESOLVED that a hearing was held on 2nd of November, 2015, where all parties were given an opportunity to show cause, if any they had, why the structure at 122 Clinton, Wyandotte, should not be demolished or otherwise made safe, and

BE IT FURTHER RESOLVED that the Council considered the communication dated August 29, 2014; October 27, 2014, Show Cause Hearing Minutes from July 29, 2015; September 30, 2015, and inspection report dated August 29, 2014, and re-inspection on September 30, 2015, and the recommendation of the Hearing Officer and the City Engineer's Office and all other facts and considerations were brought to their attention at said hearing; AND

BE IT RESOLVED that the City Council hereby directs that said property located at 122 Clinton, Wyandotte should be demolished, and that all costs to remove this structure be assessed against the property in question as a lien.

BE IT FURTHER RESOLVED that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within TWENTY-ONE (21) days of the date of this resolution if they so desire; AND

THEREFORE BE IT RESOLVED that if the structure is not demolished within 60 days, then the City will proceed with demolition of said structure and assess the cost of same against said property.

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 November 2, 2015, 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**

Bernard J Youngblood
Wayne County Register of Deeds
September 21, 2011 11:08 AM
Liber 49382 Page 503-503
# 2011345424 QCD Fee: $15.00
Electronically Recorded

# WAYNE COUNTY TREASURER
## QUIT CLAIM DEED
**(Issued under Act 206 Public Act of 1893, as Amended by Act 123 of Public Acts of 1999)**

Raymond J. Wojtowicz, Treasurer of the Charter County of Wayne, Michigan, hereinafter called the Grantor, whose address is 400 Monroe, Suite 520, Detroit, Michigan 48226, by authority of Act 206 of Public Acts of 1893, as amended by Act 123 of Public Acts of 1999, as amended, conveys and quit claims to:

**Treasurer City Of Wyandotte**

hereinafter called the Grantee, whose address is:
**3131 BIDDLE AVE. WYANDOTTE , MI 48192** the following

described premises located in the **CITY OF WYANDOTTE, WAYNE COUNTY, MI**

Tax Parcel I. D. # : **57013190039301**

Legal Description:
***02992 02993* LOTS 39 AND 40 - - - MOE'S SUB WLY T3S R11E L24 P9 WCR - - K - 60.74**

**Commonly known as: 2262 CORA WYANDOTTE, MI 48192**

For the full consideration of **$5,914.10** Dollars.

Pursuant to the provisions of Section 78k(5)(c) and 78k(5)(e) parcels are subject to visible or recorded easements and rights of way; private deed restrictions; building restrictions of record; all future installments of special assessments and liens recorded by the State or the foreclosing governmental unit or restrictions or other governmental interests imposed pursuant to the Natural Resources and Environmental Protection Act being Public Act 451 of 1994. This conveyance is exempt from taxes pursuant to MCL 207.505(h)(1) and MCL 207.526(h)(l).

Date: **September 21, 2011**

In Witness Whereof the Grantor, has signed and affixed the seal of the Wayne County Treasurer the day and year first above written.

Raymond J. Wojtowicz

Raymond J. Wojtowicz
Wayne County Treasurer

STATE OF MICHIGAN )

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan
Date: January 25, 2016

RESOLUTION by Councilman_____

BE IT RESOLVED by City Council that Council Concurs with the City Engineer in the acceptance of Pro Excavation's bid of $9,800 for the demolition of 2262 Cora from account 492-200-850-519 and the acceptance of 21st Century's bid of $12,700 for 122 Clinton from account 492-000-041-040; AND

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

| YEAS | COUNCIL | NAYS |
|---|---|---|
| ____ | Fricke | ____ |
| ____ | Galeski | ____ |
| ____ | Miciura | ____ |
| ____ | Sabuda | ____ |
| ____ | Schultz | ____ |
| ____ | Stec | ____ |

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

**MEETING DATE: January 18, 2016** **AGENDA ITEM # 9**

**ITEM: Amendment to Article XXV – General Exceptions – Section 2500 Area, Height and Use Exceptions, Section F Projections into required open spaces**

**PRESENTER:** Mark A. Kowalewski, City Engineer Mark Kowalewski 1-11-16

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

**BACKGROUND:** Attached for your consideration is an amendment to the City's Zoning Ordinance to clarify how far an unenclosed porch may project into the required front yard. The existing language was confusing as to how to measure how far a front porch could be constructed into the required front yard.

If you concur with this recommendation the proposed change should be referred to the Planning Commission for the required public hearing.

**STRATEGIC PLAN/GOALS:** 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:** Refer proposed changes to the Zoning Ordinance to the Planning Commission for the required public hearing.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** Planning Commission holds public hearing with recommendation to be reported back to City Council for action.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** JRupdale

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** Proposed amendment to the Zoning Ordinance; existing Zoning Ordinance language

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY ADDING
ARTICLE XXV – GENERAL EXCEPTIONS – SECTION 2500 AREA, HEIGHT AND USE
EXCEPTIONS, SECTION F – Projections into required open spaces

CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN ORDAINS:

Section 1.

The following Section of the City of Wyandotte Zoning Ordinance entitled ARTICLE XXV – GENERAL EXCECPTIONS – SECTION 2500 AREA, HEIGHT AND USE EXCEPTIONS, SECTION F – Projections into required open spaces, amending items 1 and 6 to read the following:

ARTICLE XXV GENERAL EXCEEPTIONS

Sec. F.1. Outside stairways, fire escapes, vestibules, balconies, decks and similar projections from a wall of a building, and detached decks extending more than two (2) feet above the established grade shall not extend into any required yard. A landing required for exit from a building of a maximum area of ten (10) square feet is allowed.

Sec. F. 6. An unenclosed terrace porch may project six (6) feet into a required front yard and may include a fixed canopy or awning, but this shall not be interpreted to include enclosed sides. An existing porch within a required front yard or required side yard may be replaced, but may not be extended any closer to the front or side property line. To construct or replace a deck or porch with an area enclosed below the floor level with an access door for storage, a four (4) inch wide by twenty-four (24) inch deep ratwall or a four (4) inch concrete floor slab is required.

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

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

| YEAS | | NAYS |
|---|---|---|
| ____ | 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

Sec. 2500. - Area, height and use exceptions.

The regulations in this ordinance shall be subject to the following interpretations and exceptions:

A. *Essential services.* Essential services shall be permitted as authorized and regulated by law and other ordinances of the city; it being the intention hereof to exempt such essential services from the application of this ordinance.

B. *Voting place.* The provisions of this ordinance shall not be so construed as to interfere with the temporary use of any property as a voting place in connection with a municipal or other public election.

C. *Height limit.* The height limitations of this ordinance shall not apply to chimneys, church spires, flag poles or public monuments.

D. *Lots adjoining alleys.* In calculating the area of a lot that adjoins a vacated alley or lane, for the purpose of applying lot area requirements of this ordinance, one-half the width of such alley abutting the lot shall be considered as part of such lot so long as the alley is part of the same subdivision as the lot.

E. *Multiple-dwelling side-yard.* For the purpose of side yard regulations, a two-family, a terrace, a row house, or a multiple dwelling shall be considered as one (1) building occupying one (1) lot.

F. *Projections into required open spaces.*

1. Outside stairways, fire escapes, vestibules, balconies, decks and similar projections from a wall of a building, and detached decks extending more than two (2) feet above the established grade shall not extend into any required yard or open space. A landing required for exit from a building of a maximum area of ten (10) square feet is allowed.
2. Fences, walls, chimneys, bay windows or other obstructions more than four (4) feet above the established grade required for the proper maintenance of the land, may occupy parts of the side yard but may not extend more than sixteen (16) inches.
3. Accessory buildings not over seventeen (17) feet in height to the ridge line may occupy part of the rear yard but not a side yard. Such occupancy shall not exceed forty (40) per cent of the total rear yard in a residential district. Accessory buildings attached to a principal building shall be treated as a principal building. In a business district or industrial district, accessory buildings, if not used for dwelling purposes, may occupy only the lot coverage area allowed for the principal building.
4. Unenclosed vehicle storage or loading space may occupy parts of a side or rear yard and the area thus used shall not be computed in the total per centage of lot coverage as long as it remains unenclosed.
5. Structures four (4) feet in height or less shall not be considered in computing maximum per cent of lot coverage in residential districts.
6. An unenclosed terrace porch may project into a front yard for a distance not exceeding six (6) feet and may include a fixed canopy or awning, but this shall not be interpreted to include enclosed sides. To construct or replace a deck or porch with an area enclosed below the floor level with an access door for storage, a four-inch-wide by twenty-four-inch deep ratwall or a four-inch concrete floor slab is required.

7. No more than two (2) of the following type vehicles may be parked and/or stored in permitted areas on residential lots:
   (a) Recreational type vehicles including travel trailers;
   (b) Non-recreational type vehicles including travel trailers;
   (c) Motor homes (but not converted buses);
   (d) Boats with trailers;
   (e) Snowmobiles with trailers.

   Such parking and storage of said vehicles is allowed only in a rear yard. The rear yard shall be as defined in the Wyandotte Zoning Ordinance and is an open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line and the nearest line of the main building. Any vehicle under this section may only be parked or stored on a hard surface (such as concrete, blacktop, or other comparable surfaces, but not gravel). Any other vehicle not described above must be housed in a garage when not in use.
8. Private swimming pools shall not encroach on any front yard or required side yard. A wall of a swimming pool shall not be located less than four (4) feet from any rear or side property line or five (5) feet from any street property line, or ten (10) feet from any transmission line. When a swimming pool is located on a corner lot, the side lot line of which is substantially a continuation of the front lot line of the lot to its rear, said swimming pool shall not be located closer to the street side lot line than the existing front yard setback of the lot to the rear, provided the setback need not exceed ten (10) feet.
9. Mechanical equipment installed outside of one- or two-family dwellings and their attached structures shall not be installed in any front and/or side yard and shall be installed behind the structure and a minimum of five (5) feet from the property line.

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan
Date: January 18, 2016

RESOLUTION by Councilperson_____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding changes to the Wyandotte Zoning Ordinance Article XV – General Exceptions – Section 2500 Area, height and use exceptions is hereby referred to the Planning Commission for the proper public hearing.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson_____

| YEAS | COUNCIL | NAYS |
|---|---|---|
| ____ | Fricke | ____ |
| ____ | Galeski | ____ |
| ____ | Miciura | ____ |
| ____ | Sabuda | ____ |
| ____ | Schultz | ____ |
| ____ | VanBoxell | ____ |

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

**MEETING DATE:** **January 25th 2016** **AGENDA ITEM #** 10

**ITEM:** **Special Events Coordinator- DDA Responsibility Update**

**PRESENTER:** Patt Slack, DDA Chairperson

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

**BACKGROUND:** The Downtown Development Authority (DDA) has worked closely with the Special Events Coordinator, Heather Thiede in years past and would like to expand this relationship to institutionalize events which have become integral to Wyandotte but performed by third parties. The Downtown Development Authority would like to compensate Heather Thiede, a $500 monthly payment from the 2016 fiscal year DDA expense account to safeguard the fiduciary interest of the DDA in any downtown event sponsored by the Wyandotte Business Association under the guidance of the DDA and assist in the coordination of any Downtown Development Authority project directed by the DDA Chairperson, Third Friday's, Farmers Market, Restaurant Week and any event taking place in the DDA district. Miss Thiede will also attend Wyandotte Business Association board and general membership meetings and for further details please see the attached updated job description.

At the January 12th 2016 Downtown Development Authority Board meeting, the following motion was passed:

> Motion by L. Stevenson, supported by G. Lucas to approve of a $500 monthly payment from the 2016 fiscal year DDA Expense Account to Heather Thiede, Special Events Coordinator for the City of Wyandotte to assist in the coordination of the DDA/WBA including all other events taking place downtown and projects as directed by the DDA Chairperson. This action is taken to institutionalize events held by third parties which have become integral to the Wyandotte downtown area. Roll Call, all in favor. Motion carried.

Thus, it is recommended that the City Council approve of this wage increase.

**STRATEGIC PLAN/GOALS:** To be financially responsible and to provide the finest services and quality of life.

**ACTION REQUESTED:** Adopt a resolution concurring with the recommendation Downtown Development Authority.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** A $500 a month expense for the 2016 fiscal yearto be taken from Salary – 499-200-725-110

**IMPLEMENTATION PLAN:** City Administrator to coordinate increase

**COMMISSION RECOMMENDATION:** Recommended increase (see motion above)

**CITY ADMINISTRATOR'S RECOMMENDATION:**

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** Special Events Coordinator's job description

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan
Date: January 25th 2016

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Downtown Development Authority to approve the monthly payment of $500 to Heather Thiede, Special Events Coordinator for the 2016 fiscal year to safeguard the fiduciary interest of the DDA in any downtown event sponsored by the Wyandotte Business Association under the guidance of the DDA and assist in the coordination of any Downtown Development Authority project directed by the DDA Chairperson, Third Friday's, Farmers Market, Restaurant Week and any event taking place in the DDA district. Miss Thiede will also attend Wyandotte Business Association board and general membership meetings and for further details please see the attached updated job description.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

| YEAS | COUNCIL | NAYS |
|---|---|---|
| | Fricke | |
| | Galeski | |
| | Miciura | |
| | Sabuda | |
| | Schultz | |
| | Vanboxell | |

# SPECIAL EVENTS COORDINATOR

General Statement of Duties: To organize, develop, and coordinate a variety of civic events; to serve to market activities and provide public relations support that helps to positively showcase the City and its assets. Work requires considerable independent judgment and initiative based on extensive related experience and training.

Supervision Received: Work is performed under the general direction of the Mayor and City Council, City Administrator and Downtown Development Authority (DDA).

Supervision Exercised: Supervision may be exercised over clerical employees.

Typical Examples of Work: (Not necessarily in order of importance)

- Plans, organizes and promotes a wide variety of community events and services
- Manages and evaluates the special events programs under the direction of the Mayor and City Council, City Administrator and Downtown Development Authority and volunteer committees.
- Develop annual plan for assigned events, including goals, objectives, and follow-up.
- Presents information to the news media and community groups to promote the good of the City
- Coordinates and directs the public relations and marketing efforts associated with City activities
- Develops working relationships with various vendors.
- Writes news releases and radio announcements
- Researches and drafts informational material
- Prepares for media events
- Coordinates ceremonial activities
- Conducts tours of city facilities
- Prepares promotional materials, including invitations, brochures, posters, mailings and press releases.
- Prepares all financial reports associated with the events being conducted and, as needed, provide periodic reports for analysis and review.
- Coordinates other employees engaged in related activities
- Actively recruits individuals to participate in the events
- Reports on DDA activities to the DDA Chairperson
- Coordinate downtown and DDA activities to the DDA Director
- To act as deputy secretary to the DDA Board, by taking minutes and creating agendas, packets and other administrative duties
- Safeguard the fiduciary interest of the DDA in any downtown event sponsored by the Wyandotte Business Association under the guidance of the DDA
- Organize and recruit volunteers for to provide support for each specific event.
- Seek appropriate corporate sponsorship through marketing and on-site presentations.
- Organizes, arranges and directs numerous city and non-city special events including Student Government Day, Christmas programs, Sister City programs, Wyandotte

Museums Heritage Events Series, United Way campaigns, Michigan Week, Independence Day Celebrations, Art Fairs, Wyandotte Business Association Third Fridays, Downtown Development Authority Farmers Market, Restaurant Week, downtown activities, and publicity for development project events.

- Willing to perform other duties as assigned by the city and Downtown Development Authority.

Requirements:

- Bachelor's Degree in public relations, marketing, communications or other related field preferred.
- 3 years of experience in planning special events.
- Proficiency with Microsoft Office applications.
- Superior organizational and problem solving skills.
- Ability to handle multiple priorities and strict adherence to deadlines.
- Excellent verbal and written communication and presentation skills.
- Ability to work a flexible schedule including evenings and weekends.
- Very good interpersonal skills.
- Ability to interface with all levels of staff, corporate partners, and volunteers.

12/14/15

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

**MEETING DATE:** **January 25th 2016** **AGENDA ITEM #** 11a

**ITEM:** **Wyandotte Street Art Fair Event Approval**

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

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

**BACKGROUND:** The 54th Annual Wyandotte Street Art Fair will be held on July 13-16, 2016. This letter is sent to request that the Public Works Department be notified to close Biddle Avenue, from Oak to Eureka, for the 2016 Wyandotte Street Art Fair from Sunday, July 11, starting at 12:01 AM through Monday, July 18, 8 AM. North and southbound traffic will be rerouted on Third Street with detours at Oak Street and Eureka, all truck traffic to be rerouted to M-85 (Ford Street) via Eureka or Ford (Northline).

**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:** The Chief of Police is requested to apply to the Wayne County Office of Public Service for a road closing permit; he should be designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte. Responsibility for all damage claims which may arise from the road closing must be assumed by the City of Wyandotte. The Fire Department should also be notified of this event to reroute emergency vehicles.

Also, the Wyandotte Street Art Fair would like to request the following:

1. Permission to allow the city sidewalks listed below to be used during the Art Fair only, July 13-16, and by those merchants who are issued permits from the Art Fair Committee/Special Events Office:

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

Further, this permission should extend only to those merchants who have been issued a permit. 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.

2. Permission for the use of First Street from Oak to Maple Street for the display and sale of handmade craft items as authorized by the Wyandotte Street Art Fair Committee/Staff and the utilization the Parking Lot # 10 on First Street for their crafter parking.

3. Permission for a non-profit group/organization to have paid parking in parking lot # 11 from July 13 through July 16 funds from this lot are to return to the non-profit/organization with a small percentage to be donated to the Wyandotte Street Art Fair.

4. The Wyandotte Street Art Fair Committee request that outdoor sale and drinking of all alcoholic beverages be done by licensed vendors which have been authorized by the Art Fair Committee. Enforcement of this policy should be authorized by the Wyandotte Police Department under Ordinance 25-9. It is to be prohibited for any person to bring in their own alcoholic beverages at the Wyandotte Street Art Fair.

5. Permission to utilize the Chase Bank Building Parking Lot, area closest to Third Street, July 13 through July 16, as a parking lot for with a charge for the benefit of the Wyandotte Goodfellows and Old Time Ballplayers.

6. Permission to utilize the waterfront parking lot #1, grassy area, and adjacent between Elm and Oak, for entertainment and refreshment area.

7. Permission to utilize Biddle Avenue, from Eureka to Plum Street, to be utilized as a designated parking area, under the control of the Wyandotte Boat Club, subject to approval and coordination of the Department of Legal Affairs, Engineering Dept. and Police Department.

8. Permission to utilize Chestnut Street from Biddle to Second Street for a Downriver Council for the Arts (DCA)Indie Arts and Crafts Show from July 13 through the 16th 2016.

9. Permission to use 20 spaces in the city lot across from the DCA during the fair to be used for artist parking from July 13th through 16th 2016.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** T. Drysdale

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** None

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan
Date: January 25th, 2016

RESOLUTION by Councilman_____

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the road closure for the City of Wyandotte Street Art Fair scheduled for July 13th through the 16th 2016.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

| YEAS | COUNCIL | NAYS |
|---|---|---|
| | Fricke | |
| | Galeski | |
| | Miciura | |
| | Sabuda | |
| | Schultz | |
| | VanBoxell | |

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

**MEETING DATE:** **January 25th 2016** **AGENDA ITEM #** 11b

**ITEM:** **Wyandotte Farmers Market Event Approval**

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

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

**BACKGROUND:** The Wyandotte Famers Market will be held each Thursday starting on June 2nd to October 27th, 2016. The market is located at the corner of First and Elm and will operate from 12:00 noon to 7:00 pm. The market will offer a variety of fresh fruits and vegetables, baked goods, jams, jellies, herbs, meat, poultry, coffee, tea and more. In addition, we have planned many activities for our 2016 Farmers Market this year such as live music and hands-on activities for children. As a result, we are asking for use of the market site/sidewalks and that the parking directly adjacent to the site is posted as use for farmer's market vendor parking from 11:00 am to 7:30 pm on Thursdays only. Areas to be posted:

- First Street west side of street from end of parking lot to Elm Street
- South side row of parking spots in the parking lot located next to the lot
- No parking signs to be placed in necessary areas prior to event

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

**ACTION REQUESTED:** It is requested the City Council concur with the support of the Special Event Coordinator and support the use of city streets, sidewalks and property for their events held every Thursday from June 2nd to October 27th 2016.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** T. Drysdale

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** None

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan
Date: January 25th, 2016

RESOLUTION by Councilman_____

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the property use and parking spots for the City of Wyandotte Farmers Market scheduled every Thursday from June 2nd to October 27th 2016 from 11am to 7:30 pm.
Areas to be posted:

- First Street west side of street from end of parking lot to Elm Street
- South side row of parking spots in the parking lot located next to the lot
- No parking signs to be placed in necessary areas prior to event

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

| YEAS | COUNCIL | NAYS |
|---|---|---|
| | Fricke | |
| | Galeski | |
| | Miciura | |
| | Sabuda | |
| | Schultz | |
| | VanBoxell | |

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

**MEETING DATE:** January 25th 2016 **AGENDA ITEM #** 11c

**ITEM:** Special Event Application – WSAF Lemonade Agreement

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

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

**BACKGROUND:** Please find the attached Wyandotte Street Art Fair Lemonade Agreements for Lori's Festive Catering to provide & supply five lemonade stands at the Wyandotte Street Art Fair - July 13 through July 16, 2016. The Contract has been approved by the Department of Legal Affairs and their insurance will be submitted by June 1, 2016, pending approval of this contract. We feel that this vendor will once again provide excellent service and will help make our downtown Wyandotte Street Art Fair a destination of choice for residents of not only Southeast Michigan but to the numerous visitors from various States. We appreciate your consideration and support of special event programming in the City of Wyandotte.

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

**ACTION REQUESTED:** We feel that Lori's Festive Catering will once again provide excellent service and request your support of this contract

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

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** T. Drysdale

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS**

2016 Art Fair Lemonade Agreement

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan
Date: January 25th 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 contract between the City of Wyandotte and Lori's Festive Catering for the Wyandotte Street Art Fair, July 13th – 16th 2016 their insurance will be submitted by June 1, 2016, pending approval of this contract.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

| YEAS | COUNCIL | NAYS |
|---|---|---|
| | Fricke | |
| | Galeski | |
| | Miciura | |
| | Sabuda | |
| | Schultz | |
| | VanBoxell | |

# 2016 Art Fair Lemonade Agreement

The following are the terms entered this 11 day M of 2016 for an agreement between the City of Wyandotte and Lori Oberlin, doing business as Lori's Festive Catering. Lori's Festive Catering agrees to maintain the shared Street Art Fair / Non profit lemonade drink stands at the 2016 Wyandotte Street Art Fair, July 13th – 16th, as follows.

**RESPONSIBILITIES OF LORI'S FESTIVE CATERING:**

- Procure all necessary supplies – Lemons, sugar, cups, straws, ice and latex gloves
- Five Lemonade Stands – Tent set-ups, with hand-washing facilities and approved by the Wayne County Health Department
- Filing of all Wayne County Health Department licenses (Phone 734-727-7400) and stands will be ready for inspection prior to the Art Fair opening
- Insurance of $1,000,000.00 Liability Policy (See below)
- Training of workers and leaders utilized by non-profit organizations in June at a location provided by the City
- Supply all location leaders
- All lemonade signage including those announcing the participating non profits
- Lori's Festive catering shall supply T-shirts (uniforms) and hats for volunteers up to 100 shirts.
- All areas area must be cleaned daily to eliminate trash, and trash related problems.

**RESPONSIBILITIES OF CITY OF WYANDOTTE:**

- Supply of workers for the Lemonade Stands each day from one hour before to one hour after each daily event
- Building, for housing of supplies with an area of approximately 10 by 20 feet (if requested)
- Five **Great** Lemonade locations – 15' by 15' areas for tent, customer and room for display
- Hook-Ups for potable water, 110 electricity for five booths – two outlets each – letter to be given to Lori's Festive Catering Staff prior to event that will be used to approve the use of electrical hook up
- One parking space for stock trailer for the four days of the fair. The location of this space(s) will be negotiated prior to the event. Said space will allow for 110 volt electrical hook up.
- City of Wyandotte to organize training for those non-profit groups who are participating in the lemonade booths. Training to include a lemonade booth set up for demonstrating as well as handouts on the process and other event details (if requested by Lori's Festive Catering Staff)

**TERMS OF THE AGREEMENT:**

- Lori's Festive Catering agrees to pay all costs of supplies out of total revenue
- Lori's Festive Catering agrees to pay 42% of remaining revenue to City of Wyandotte
- City of Wyandotte to contribute necessary funds to all participating Non-Profit organizations
- Lori's Festive Catering agrees to receive all remaining revenue 58%

- All supply costs will have written receipts and revenue can be verified by cup count – All accounting or Audit will be provided to the Wyandotte Street Art Fair Committee within 90 days after the event to be reviewed by the City of Wyandotte.

**FUTURE STREET ART FAIRS:** If the City of Wyandotte is satisfied in its sole discretion with the performance of Lori's Festival Catering under the terms of this agreement, the city agrees to explore with Lori's Festival Catering whether both parties in their sole discretion wish to continue to negotiate to use Lori's Festival Catering in future street art fairs.

**SET UP:** The Art Fair will provide a map of the areas for set up to Lori's Festive Catering by June 6, 2016. Lemonade and Food Vendors for the Art Fair generally load in their secured booths along the Biddle Avenue prior to the Art Fair on Tuesday after 2 pm or prior to the Fair opening on Wednesday morning before 9:00 a.m. Biddle, the main road is closed on Monday, so positions on the roadway will be marked for the lemonade tents. You will receive a map of your locations and the Art Fair staff and Lori's Festive Catering will meet for more specific information about location of ice and as we approach the event.

**LIABILITY INSURANCE:** The concessionaire shall procure and maintain (copy to be submitted to the Art Fair Committee by June 6, 2016) for the duration of the fair bodily injury and property damage liability insurance in the amount of not less than $1,000,000 combined single limit. Coverage shall include products liability. The City of Wyandotte and Wyandotte Art Fair Committee must be named as additional insured on the insurance policy.

**HOLD HARMLESS AGREEMENT:** Lori's Festival Catering agrees to sign a hold harmless agreement for the City of Wyandotte. (Please see the attached document)

Matt Eden

Matt Edens,
d/b/a Lori's Catering
PO Box 370
Union Lake, MI 48387

Date 11/11/2015

Mayor of the City of Wyandotte Date

City Clerk's Office Date

## HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to the undersigned to utilize the City of Wyandotte's sidewalks/streets to sell their product during the special event occurring July 11 - 1[illegible] 2016. The undersigned hereby assumes all risks and liability relating to the utilization of said sidewalks/streets and agrees to hold harmless and indemnify the City of Wyandotte, City Officials, City Employees, Wyandotte Street Art Fair, Wyandotte Street Art Fair Directors and Committee Members, from all liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or property of others arising out of or resulting directly or indirectly from the utilization of said City sidewalks/streets and space of their product in the City of Wyandotte during the above dates.

The undersigned further does hereby remise, release, and forever discharge the City of Wyandotte, its officers, agents and employees 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 said City sidewalks/streets and space of their product in the City of Wyandotte during the above dates.

Agreed to this 3rd day of December, 2015.

Name - Matt Edens (Printed)

Address- 7955 Overpine Clarkston, MI 48348

Phone - (248) 622-0926

Email— Edens1000@gmail.com

Signature - Matt Edens

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

**MEETING DATE:** **January 25th 2016** **AGENDA ITEM #** 11d

**ITEM:** **Special Event Application – Week in Wyandotte**

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

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

**BACKGROUND:** Attached please find the Special Event Applications from Wyandotte Family Church requesting to hold their annual Week in Wyandotte July 20th through July 24th 2016 and use Bishop Park. This event has been reviewed and approved by Police Chief, Fire Chief, Recreation Superintendent, and Department of Public Service provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. They are looking to have bounce houses at the events and the company who they have contracted with has added the city to their insurance policy as additional insured. (Please see the attached application and information sheets).

**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 Chief of Police, Fire Chief, and Recreation Superintendent and support the use of the City Park and property for their event held July 20th through July 24th 2016.

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

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** T. Drysdale

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS**

Special Event Applications – Wyandotte Family Church

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan
Date: January 25th 2016

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of City Parks and property for the event held on July 20th through July 24th 2016 provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. They are looking to have bounce houses at the events and the company who they have contracted with has added the city to their insurance policy as additional insured.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

| YEAS | COUNCIL | NAYS |
|---|---|---|
| | Fricke | |
| | Galeski | |
| | Miciura | |
| | Sabuda | |
| | Schultz | |
| | VanBoxell | |

# CITY OF WYANDOTTE
# APPLICATION FOR SPECIAL EVENT

A. NAME OF APPLICANT: Wyandotte Family Church

PHONE: (734) 288-8039 EMAIL: wyandottefamilychurch@gmail.com

HOME ADDRESS: PO Box 306 (1165 Ford Ave), Wyandotte, MI 48192

AGENT (IF DIFFERENT FROM ABOVE) Jeremy Gyorke or Brandy Runt

PHONE: (734) 934-6597 EMAIL: brandyruntwfc@gmail.com

MAILING ADDRESS:

If the person making the application is a partnership, corporation or other association, you must provide the above information for all partners, officers, directors or members. If the applicant is a corporation, a copy of the articles of incorporation or other pertinent data may be required.

B. DESCRIPTION OF THE PROPOSED EVENT: Outdoor VBS during Week In Wyandotte

Outdoor Vacation Bible School activities for children of all ages.

C. SITE OF PROPOSED EVENT: Bishop Park (Pavillion)

D. TIME OF PROPOSED EVENT: July 20-22 from 10 am - 12pm (2016)

E. ESTIMATED MAXIMUM NUMBER OF PERSONS EXPECTED AT THE EVENT FOR EACH DAY: 50

F. IS ALCOHOL GOING TO BE SERVED OR PROVIDED AT THIS EVENT? no

DO YOU HAVE A LICENSE?

G. SUBMIT A DETAILED EXPLANATION, INCUDING DRAWINGS AND DIAGRAMS WHERE APPLICABLE, OF YOUR PLANS TO PROVIDE FOR THE FOLLOWING—

1. POLICE/SECURITY AND FIRE PROTECTIONS
2. FOOD, WATER AND ELECTRICAL SUPPLY
3. HEALTH AND SANTIATION FACILITILES
4. MEDICAL FACILITIES AND SERVICES, INCLUDING EMERGENCY VEHICLES AND EQUIPMENT
5. VEHICLE ACCESS AND PARKING FACILITIES
6. CAMPING AND TRAILER FACILITIES, IF OVERNIGHT STAYS ARE ANTICIPATED
7. ILLUMINATION
8. COMMUNICATION
9. FACILITIES FOR CLEAN UP AND WASTE DISPOSAL
10. NOISE CONTROL AND ABATEMENT
11. INSURANCE AND BONDING ARRANGEMENTS
12. CLEAN-- UP PROCEDURE

Date: 10/19/15 Signature: Brandy Runt

# CITY OF WYANDOTTE
# APPLICATION FOR SPECIAL EVENT

A. NAME OF APPLICANT: Wyandotte Family Church

PHONE: (734) 288-8039 EMAIL: wyandottefamilychurch@gmail.com

HOME ADDRESS: PO Box 306 (1165 Ford Ave), Wyandotte, MI 48192

AGENT (IF DIFFERENT FROM ABOVE) Jeremy Gyorke or Brandy Runt

PHONE: (734) 934-6597 EMAIL: brandyruntwfc@gmail.com

MAILING ADDRESS:

If the person making the application is a partnership, corporation or other association, you must provide the above information for all partners, officers, directors or members. If the applicant is a corporation, a copy of the articles of incorporation or other pertinent data may be required.

B. DESCRIPTION OF THE PROPOSED EVENT: Bash at Bishop

Music, giveaways, inflatables, sno-cones, games, face painting, and Zumba. We will hopefully have the Showmobile for the music/band.

C. SITE OF PROPOSED EVENT: Bishop Park (Pavillion)

D. TIME OF PROPOSED EVENT: 7am - 5pm on July 23, 2016

E. ESTIMATED MAXIMUM NUMBER OF PERSONS EXPECTED AT THE EVENT FOR EACH DAY:

F. IS ALCOHOL GOING TO BE SERVED OR PROVIDED AT THIS EVENT? NO
DO YOU HAVE A LICENSE?

G. SUBMIT A DETAILED EXPLANATION, INCUDING DRAWINGS AND DIAGRAMS WHERE APPLICABLE, OF YOUR PLANS TO PROVIDE FOR THE FOLLOWING—

1. POLICE/SECURITY AND FIRE PROTECTIONS
2. FOOD, WATER AND ELECTRICAL SUPPLY
3. HEALTH AND SANTIATION FACILITILES
4. MEDICAL FACILITIES AND SERVICES, INCLUDING EMERGENCY VEHICLES AND EQUIPMENT
5. VEHICLE ACCESS AND PARKING FACILITIES
6. CAMPING AND TRAILER FACILITIES, IF OVERNIGHT STAYS ARE ANTICIPATED
7. ILLUMINATION
8. COMMUNICATION
9. FACILITIES FOR CLEAN UP AND WASTE DISPOSAL
10. NOISE CONTROL AND ABATEMENT
11. INSURANCE AND BONDING ARRANGEMENTS
12. CLEAN– UP PROCEDURE

Date: 10/19/15 Signature: Brandy Runt

# CITY OF WYANDOTTE
# APPLICATION FOR SPECIAL EVENT

A. NAME OF APPLICANT: Wyandotte Family Church

PHONE: (734) 288-8039 EMAIL: wyandottefamilychurch@gmail.com

HOME ADDRESS: PO Box 306 (1165 Ford Ave), Wyandotte, MI 48192

AGENT (IF DIFFERENT FROM ABOVE) Jeremy Gyorke or Brandy Runt

PHONE: (734) 934-6597 EMAIL: brandyruntwfc@gmail.com

MAILING ADDRESS:

If the person making the application is a partnership, corporation or other association, you must provide the above information for all partners, officers, directors or members. If the applicant is a corporation, a copy of the articles of incorporation or other pertinent data may be required.

B. DESCRIPTION OF THE PROPOSED EVENT: Outdoor Church Service & Picnic

Set up from 7am-10am.
outdoor church service 10:30am-11:45am
Picnic from 12pm-2pm

C. SITE OF PROPOSED EVENT: Bishop Park (Pavillion)

D. TIME OF PROPOSED EVENT: 7/8/2016 from 7am - 2pm

E. ESTIMATED MAXIMUM NUMBER OF PERSONS EXPECTED AT THE EVENT FOR EACH DAY:

F. IS ALCOHOL GOING TO BE SERVED OR PROVIDED AT THIS EVENT? No
DO YOU HAVE A LICENSE?

G. SUBMIT A DETAILED EXPLANATION, INCUDING DRAWINGS AND DIAGRAMS WHERE APPLICABLE, OF YOUR PLANS TO PROVIDE FOR THE FOLLOWING—

1. POLICE/SECURITY AND FIRE PROTECTIONS
2. FOOD, WATER AND ELECTRICAL SUPPLY
3. HEALTH AND SANTIATION FACILITILES
4. MEDICAL FACILITIES AND SERVICES, INCLUDING EMERGENCY VEHICLES AND EQUIPMENT
5. VEHICLE ACCESS AND PARKING FACILITIES
6. CAMPING AND TRAILER FACILITIES, IF OVERNIGHT STAYS ARE ANTICIPATED
7. ILLUMINATION
8. COMMUNICATION
9. FACILITIES FOR CLEAN UP AND WASTE DISPOSAL
10. NOISE CONTROL AND ABATEMENT
11. INSURANCE AND BONDING ARRANGEMENTS
12. CLEAN– UP PROCEDURE

Date: 10/19/15 Signature: Brandy Runt

# CITY OF WYANDOTTE
# REQUEST FOR COUNCIL ACTION

**MEETING DATE:** January 25th 2016 **AGENDA ITEM #** 11e

**ITEM: Special Event Applications – Belicoso Café**

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

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

**BACKGROUND:** Attached please find the Special Event Applications from Belicoso Café for their special events that are scheduled to take place on August 19th and September 16th 2016. These events have been reviewed and approved by the Police Chief, Fire Chief, Department of Public Service and Recreation Superintendent provided a live safety inspection will take place prior to the events beginning to review event and tent set up by the Fire Chief as well as, Belicoso follows the rules set forth by City Council in 2013, see below details. We require the business add the City of Wyandotte as additional insured to their insurance policy and have a signed hold harmless on file. Belicoso Café is required to pay for any fees associated with the use of city material and man power for both events.

- Any event (other than the Wyandotte Street Art Fair) that takes place on a Friday on First Street will be set up no earlier than 3 pm and torn down Friday night.
- Any event (other than the Wyandotte Street Art Fair) that takes place on a Saturday on First Street will be set up and torn down that Saturday.
- Any event (other than the Wyandotte Street Art Fair) that takes place on a Sunday on First Street will be set up and torn down that Sunday.
- There will be a minimum of 20 foot of space going south left between the end of Dolores Boutique Shop/Treasure Alley Mini Mall building and the start of any fencing.
- The remaining parking spaces in front of Treasure Alley Mini Mall, The Quilted Heart and Madelyn's will remain open for the public to park in.

**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 recommendation of the Special Event Coordinator and support the use of city streets, sidewalks and property for their events held August 19th 2016 and September 16th 2016.

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

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** T. Drysdale

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS**

Special Event Applications – Belicoso Café

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan
Date: January 25th 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 and property for the events to be held August 19th and September 16th 2016 Superintendent provided a live safety inspection will take place prior to the events beginning to review event and tent set up by the Fire Chief as well as, Belicoso follows the rules set forth by City Council in 2013, see below details. We require the business add the City of Wyandotte as additional insured to their insurance policy and have a signed hold harmless on file. Belicoso Café is required to pay for any fees associated with the use of city material and man power for both events.

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: August 19th 2016, September 16th 2016 Times: 8:00pm till 1:00 am

Name of Applicant: Belicoso Cafe/ Mark Srour.

Name of Business or Organization: belicoso Cafe

Type of legal entity of your business/organization: Martini Cigar Bar

Name of individual authorized to sign documents on behalf of your business/organization: Mark Srour

Address: 3030 biddle ave wyandotte mi 48192

Email: mark@belicosocafe.com Cell Phone: 3133779797

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: 1st Street Behind belicoso

Estimated maximum number of persons expected at the event for each day: 500

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? No

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

**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.

pd 50 #4317.
11-3-15

**WYANDOTTE MUNICIPAL SERVICE-SPECIAL EVENT ELECTRICAL APPLICATION FORM**

**SERVICES OFFERED:**

120 Volt Standard receptacle – 3 Prong grounded only – Fuse Protected

240 Volt Standard stove type receptacle – 3 Prong grounded only – Fuse protected. Oak St parking only.

240 Volt – 3 Prong twist lock – 50 Amp receptacle – (Female)

All electrical power shall be turned on 2 hours prior to the start of the event. Early turn-on requests will require 2 days notice prior to the start of the event. Early turn-on's will be 24 hours prior to the event.

**RATES:**

Early turn-on's ——— $35.00

Electrical service requiring 1 – 2 Plugs – (120 Volts) ——— $35.00

Electrical service requiring 3 – 4 Plugs – (120 Volts) ——— $70.00

Electrical service requiring 5 – 6 Plugs – (120 Volts) ——— $105.00

Electrical service requiring over 6 Plugs – (120 Volts) ——— $140.00

Electrical service requiring (240 Volts) at 50 Amps or less (Range Plug, Oak St parking only) ——— $150.00

Electrical service requiring (240 Volts) at 50 Amps maximum – (Self Contained) ——— $150.00

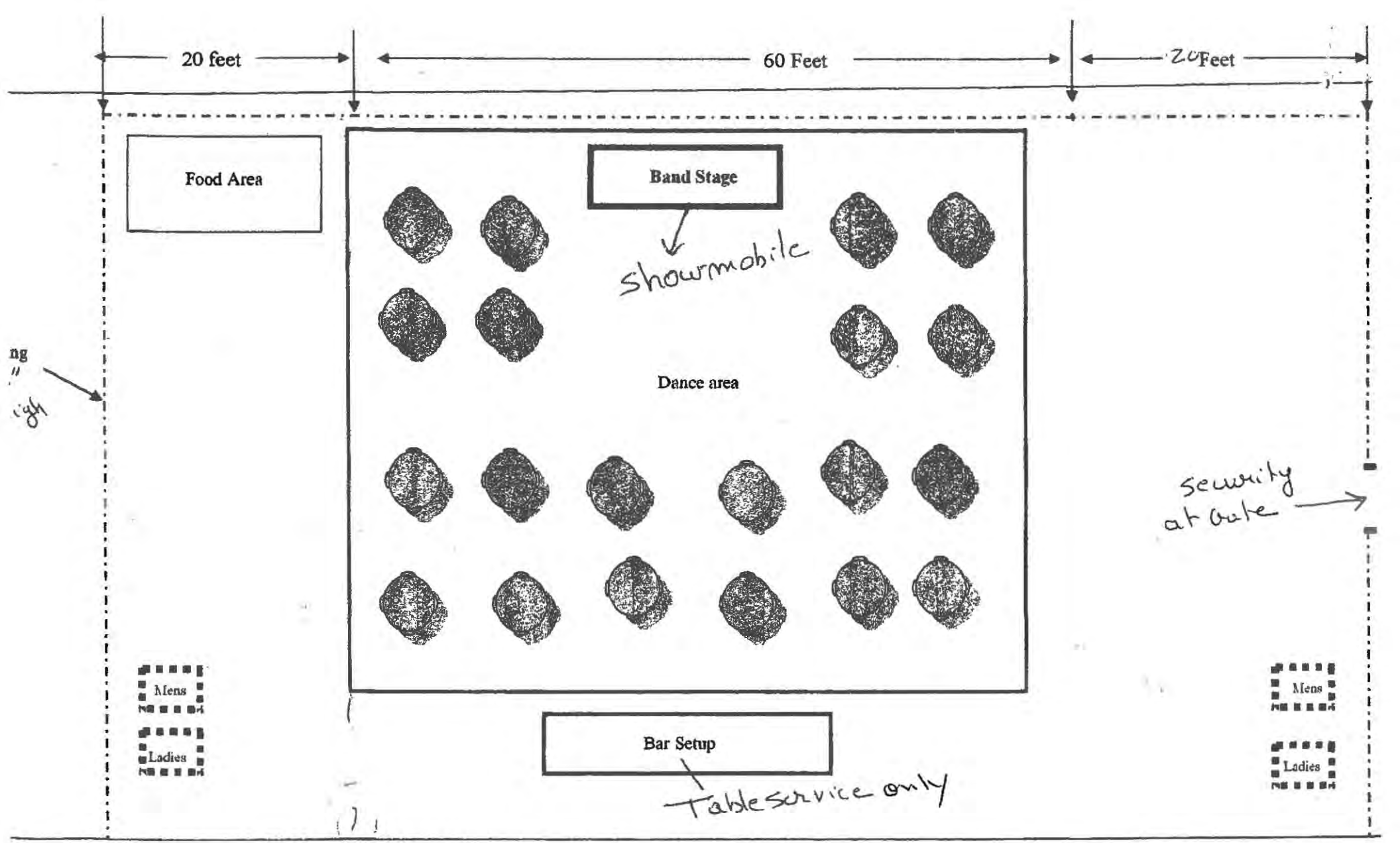
All service calls outside of normal working hours for 120 Volt Plugs (Planter Box Receptacles) – 1st service call is free – 2nd service call is $25 plus overtime cost – 3rd service call is $50 plus overtime cost.

All service calls outside of normal working hours for Self Contained service plugs – 1st service call is free – 2nd service call is $50 plus overtime – 3rd service call is $100 plus service cost.

**EQUIPMENT TO BE USED: Please be specific!**

| TYPE | VOLTAGE | NUMBER OF PLUGS |
|---|---|---|
| Band Equipment | 50am | 4 |
| | | |
| | | |

It shall be the users responsibility to ensure that equipment used is properly maintained and grounded, with cords that are equipped with (3 Prongs) to mate with extension cords and receptacles so designed that the Ground connection is made. It is hereby expressed and understood that the Department of Municipal Services does not undertake to furnish continuous service, nor shall DMS be liable for damages resulting from the use of it's Electrical Service.




Belicoso Café

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas Woodruff
CITY ASSESSOR

MAYOR
Joseph Peterson

COUNCIL
Sheri M. Sutherby-Fricke
Daniel E. Galeski
Theodore Miciura
Leonard T. Sabuda
Donald Schultz
Lawrence S. Stec

HEATHER A. THIEDE
SPECIAL EVENTS COORDINATOR
DEPARTMENT OF RECREATION, LEISURE AND CULTURE

## HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to the undersigned to utilize any public property including but not limited to the, sidewalk, parking lot, parking space or street, for creation, display area or entertainment of any event sponsored by or participated in by the City of Wyandotte, the undersigned hereby assumes all risk and liability relating to the utilization of said public property as stated above and agrees to hold harmless and indemnify the City of Wyandotte, City Officials, City Directors, City Officers, agents and employees, from all liability and responsibility whatever for injury (including death) to persons and for any damage to any public property or property of others arising out of or resulting directly or indirectly from the utilization of said public property in the City of Wyandotte. Public property includes City of Wyandotte property and Wayne County property for which the City of Wyandotte must execute a Hold Harmless Agreement in favor of the County.

The undersigned further does hereby remise, release and forever discharge the City of Wyandotte, City Officials, City Directors, its officers, agents and employees 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 said public property. Permission to use said public property must be received from the City of Wyandotte in advance of any use and nothing in this agreement constitutes such approval.

This is intended to be a continuous Hold Harmless for all future events and has no expiration date.

Agreed to this 19 day of November, 2015.

Name: Mark Srour Title: G. Manager

Organization or company Bellissa Cafe.

By: Mark Srour

Address: 3030 Biddle Ave

City: Wyandotte, MI 48192 Phone: 734 282-2244

Signature: [signature] Event August 29, 2016
& request Sept. 16, 2016

Please return a copy of this form to the Special Event Office, 2624 Biddle Avenue, Wyandotte, Michigan 48192.

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

**MEETING DATE:** **January 25th 2016** **AGENDA ITEM #** 11f

**ITEM:** **Special Event Application – WSAF Entertainment Contract**

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

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

**BACKGROUND:** Herewith, please find the entertainment contracts assembled and recommended by my office for the 2016 Wyandotte Street Art Fair. *For details please see the below listing.*

Boogie Dynomite - $ 3,500
Your Generation (formally known as 50 Amp Fuse) - $7,500

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

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

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

285.225.925.730.860 - $11,000

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** T. Drysdale

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

**MAYOR'S RECOMMENDATION:** JRP

**LIST OF ATTACHMENTS**

Contracts

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan
Date: January 25th 2016

RESOLUTION by Councilman_____

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

A resolution to APPROVE the entertainment contracts for the below bands for the 2016 Wyandotte Street Art Fair as outlined in the provided communication dated January 25th 2016, to be paid from the Wyandotte Street Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contracts on behalf of the City of Wyandotte.

Boogie Dynomite - $ 3,500
Your Generation (formally known as 50 Amp Fuse) - $7,500

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

| YEAS | COUNCIL | NAYS |
|---|---|---|
| | Fricke | |
| | Galeski | |
| | Miciura | |
| | Sabuda | |
| | Schultz | |
| | VanBoxell | |

# ENGAGEMENT CONTRACT

Agreement between ***Steve Trudell Entertainment LLC*** and purchaser ***Department of Recreation, Leisure and Culture, City of Wyndotte*** in exchange for ***$7,500.00. Steve Trudell Entertainment LLC*** agrees to provide the services of ***Your Generation In Concert*** on ***Thursday, July 14th, 2016*** between the hours of ***(2) 75-minute sets*** at the location of ***Wyandotte, MI.*** The event is a ***Fair*** and the entertainer(s) attire will be ***Show Attire.***

1. Purchaser shall pay ***$3,750.00*** by check by ***1/18/2016*** to ***Steve Trudell Entertainment LLC*** as a deposit. This deposit is non-refundable. Balance of ***$3,750.00*** shall be paid by check upon the conclusion of the engagement to ***Steve Trudell Entertainment LLC.***
2. Purchaser agrees to pay the full amount of contract regardless of weather conditions, acts of God, extent of ticket sales, or cancellation by purchaser.
3. Steve Trudell Entertainment LLC does not agree to provide any promotional services for this engagement.
4. Entertainer(s) are independent contractors and are not agents of Steve Trudell Entertainment LLC. Steve Trudell Entertainment LLC is not liable for acts of the entertainer(s) including negligence. Purchaser will not seek indemnification or contribution from Steve Trudell Entertainment LLC for any losses incurred due to accidents, injuries or deaths arising from this engagement.
5. Any disputes arising under this agreement shall be governed by the laws of the State of Michigan.
6. Purchaser agrees to provide entertainer(s) parking, passes, stage, and basic production needs. This includes:
    A. Must provide (8) separate 20 amp circuits for exclusive use by Your Generation in Concert. Extension cord power is insufficient.
    B. Minimum stage size 20' x 24' or larger.
    C. Minimum one clean changing room/green room large enough for band and crew. Outdoor venues must provide a small tent next to the stage.
    D. Parking is to be provided in close proximity to load-in area, at no cost to entertainer(s).
    E. Detailed timeline of the event including venue location, load-in time, scheduled breaks, announcements, and any other pertinent information. This must be provided no later than 14 days prior to the event.
7. Purchaser agrees to provide (12) hot meals for band members, crew, and management. No sandwiches please. Water/beverages must be provided for band and crew both in the dressing room and at the stage. YGIC will accept a buyout of **$25.00** per person in lieu of providing meals.
8. Load-in/setup/sound check shall occur no more than 3 hours prior to performance. Load-out shall occur no more than 1 hour following performance.

9. If an opening band or DJ is hired in addition to YGIC, they must provide their own sound equipment.
10. There shall be no professional for use video or film recording of entertainer(s) performance for sale or promotional use without express permission from Steve Trudell Entertainment LLC.
11. Steve Trudell Entertainment LLC shall have the sole right to display and sell merchandise at the performance and retain 100% of the proceeds. One 8' table and one chair is to be provided by Purchaser, located adjacent to the stage, unless otherwise approved by Steve Trudell Entertainment LLC.

For: ***City of Wyandotte***

For: ***Steve Trudell Entertainment LLC***

**Please return 2-signed copies to:**

*Steve Trudell Entertainment LLC*
*328 Four Seasons Drive*
*Lake Orion, Michigan 48360-2649*

# Contract

This contract/rider is between Tangerine Moon Productions' band **Boogie Dynomite**, herein after referred to as "artist" or **"Boogie Dynomite"**, and **City of Wyandotte** herein referred to as "purchaser".

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

Agreement Made **12.27.15** between:

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

AND

**Boogie Dynomite (Artist)**
c/o Tangerine Moon Productions
EIN: 56-2496072

Date(s) of Engagement: **Saturday July 16th, 2016**

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

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

Wage agreed upon: **$3,500**
**INCLUDES:**
**BAND**
**(Purchaser to provide P.A.)**

**Purchaser will make payments as follows:**
Tangerine Moon Productions will accept payment by cash, check, money order, cashier's check or credit card [subject to 4% surcharge] in the amount of **$1,750** as a nonrefundable security deposit. The remaining balance of **$1,750** shall be paid by Monday of the event week: **07.11.16**.

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

**Please send contract, event sheet, and deposit to:**
(Under no circumstances is payment to be remitted to production staff [musicians, sound, multimedia])

**Tangerine Moon Productions**
**240 N Rochester Rd**
**Clawson Mi 48017**

**ADDITIONAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

If the circumstance should arise that the purchaser cancels the performance agreement, all deposits will be foregone and contract will be paid in full. *If artist is in default, then purchaser shall be entitled to collect from artist any and all reasonable costs and attorney fees in enforcing this agreement(except for the cancellation clause set forth above). (Edit 1/13/16, per both parties)

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

Late Charges:
There is a weekly late charge of **$25** dollars per production.

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

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

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

**LEGAL STUFF**

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

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

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

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

**These are key legal terms to be aware of:**

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

**These are key contractual points to be aware of:**

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

**Please sign below; contracts without signatures are not valid:**

_____
Tangerine Moon Productions Rep / Date

_____
**City of Wyandotte Representative** / Date

**Please initial below for your convenience and protection:**

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

Please sign and return. Contract is null and void if not returned along with the security deposit within 14 days of the above date of creation (**12.27.15**).

Thanks for purchasing your entertainment from Tangerine Moon Productions!

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

**MEETING DATE:** **January 25th 2016** **AGENDA ITEM #** 11g

**ITEM:** **Special Event Application – Light the Night**

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

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

**BACKGROUND:** Attached please find the Special Event Application from the Leukemia and Lymphoma Society to hold their Light the Night Walk in Wyandotte, Saturday, September 24th 2016 at Bishop Park. This event has been reviewed and approved by Police Chief, and Recreation Superintendent provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. It is understood that no stakes will be driven into the ground at all for the event. (Please see the attached application and information sheets).

**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 Chief of Police, Fire Chief, and Recreation Superintendent and support the use of city sidewalks and property for their event held September 24th 2016.

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

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** T. Drysdale

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS**

Special Event Application – Light the Night

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan
Date: January 25th 2016

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of city sidewalks and property for the event held September 24th 2016 provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. It is understood that no stakes will be driven into the ground at all for the event..

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: Saturday, September 24, 2016 Times: Set up 9 a.m., Event begins 5 p.m.

Name of Applicant: Carrie Copeland

Name of Business or Organization: The Leukemia & Lymphoma Society

Type of legal entity of your business/organization: Non-Profit Organization

Name of individual authorized to sign documents on behalf of your business/organization: Carrie Copeland

Address: 1471 E 12 Mile Road, Madison Heights, MI 48071

Email: carrie.copeland@lls.org Cell Phone: 248-798-3794

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: Bishop Park

Estimated maximum number of persons expected at the event for each day: 600

Is Alcohol going to be served or provided at this event: no Do you have a license: N/A

Do you need water hook up for this event? no

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

**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.

## WYANDOTTE MUNICIPAL SERVICE-SPECIAL EVENT ELECTRICAL APPLICATION FORM

**SERVICES OFFERED:**

120 Volt Standard receptacle – 3 Prong grounded only – Fuse Protected.

240 Volt Standard stove type receptacle – 3 Prong grounded only – Fuse protected. Oak St parking only.

240 Volt – 3 Prong twist lock – 50 Amp receptacle – (Female).

All electrical power shall be turned on 2 hours prior to the start of the event. Early turn-on requests will require 2 days notice prior to the start of the event. Early turn-on's will be 24 hours prior to the event.

**RATES:**

Early turn-on's ——— $35.00

Electrical service requiring 1 – 2 Plugs – (120 Volts) ——— $35.00

Electrical service requiring 3 – 4 Plugs – (120 Volts) ——— $70.00

Electrical service requiring 5 – 6 Plugs – (120 Volts) ——— $105.00

Electrical service requiring over 6 Plugs – (120 Volts) ——— $140.00

Electrical service requiring (240 Volts) at 50 Amps or less (Range Plug) Oak St parking only ——— $150.00

Electrical service requiring (240 Volts) at 50 Amps maximum – (Self Contained) ——— $150.00

All service calls outside of normal working hours for 120 Volt Plugs (Planter Box Receptacles) – 1st service call is free – 2nd service call is $25 plus overtime cost – 3rd service call is $50 plus overtime cost.

All service calls outside of normal working hours for Self Contained service plugs – 1st service call is free – 2nd service call is $50 plus overtime – 3rd service call is $100 plus service cost.

**EQUIPMENT TO BE USED: Please be specific!**

| TYPE | VOLTAGE | NUMBER OF PLUGS |
|---|---|---|
| Showmobile | 240 volts | 1 large 3-prong |
| Tent Speakers | 120 volts | 2 3-prong |
| | | |

It shall be the users responsibility to ensure that equipment used is properly maintained and grounded, with cords that are equipped with (3 Prongs) to mate with extension cords and receptacles so designed that the Ground connection is made. It is hereby expressed and understood that the Department of Municipal Services does not undertake to furnish continuous service, nor shall DMS be liable for damages resulting from the use of it's Electrical Service.

LEUKEMIA & LYMPHOMA SOCIETY®
fighting blood cancers

www.LLS.org

December 4, 2015

1. **Police/Security and Fire Protection:** The Leukemia & Lymphoma Society (LLS) will hire two armed security guards to secure our accounting and registration areas. Additional security for crowd control will be staffed by trusted LLS volunteers and staff.

2. **Food, water, and electrical supply facilities:** Various vendors will set up on premises to provide complimentary food and beverages to participants. LLS does request use of the electrical outlets installed throughout the park.

3. **Health and sanitation facilities:** We would like the use of the bathroom facilities in the park.

4. **Medical facilities and services:** In the event of an emergency, 911 will be used. Other medical issues that require immediate attention will be directed to the Wyandotte hospital.

5. **Vehicle access and parking facilities:** Participants will use the public parking areas around the event location.

6. **Camping and trailer facilities:** N/A

7. **Illumination facilities:** We will use the available lighting on the streets and in the park. We will also plug in portable lights for some tents set up in the park, through the use of generators and/or electrical outlets throughout the park.

8. **Communication:** A LLS staff person will be available and on site at all times to communicate with the city or other official dignitaries.

9. **Facilities for clean up and waste disposal:** Staff and volunteers will provide clean up of the walk route, as well as the event area, beginning at approximately 9:00 p.m. Disposable trash containers will be distributed throughout the event area. A dumpster is requested for event debris.

10. **Noise control and abatement:** N/A

11. **Insurance and bonding arrangements:** A certificate of insurance will be forwarded in April.

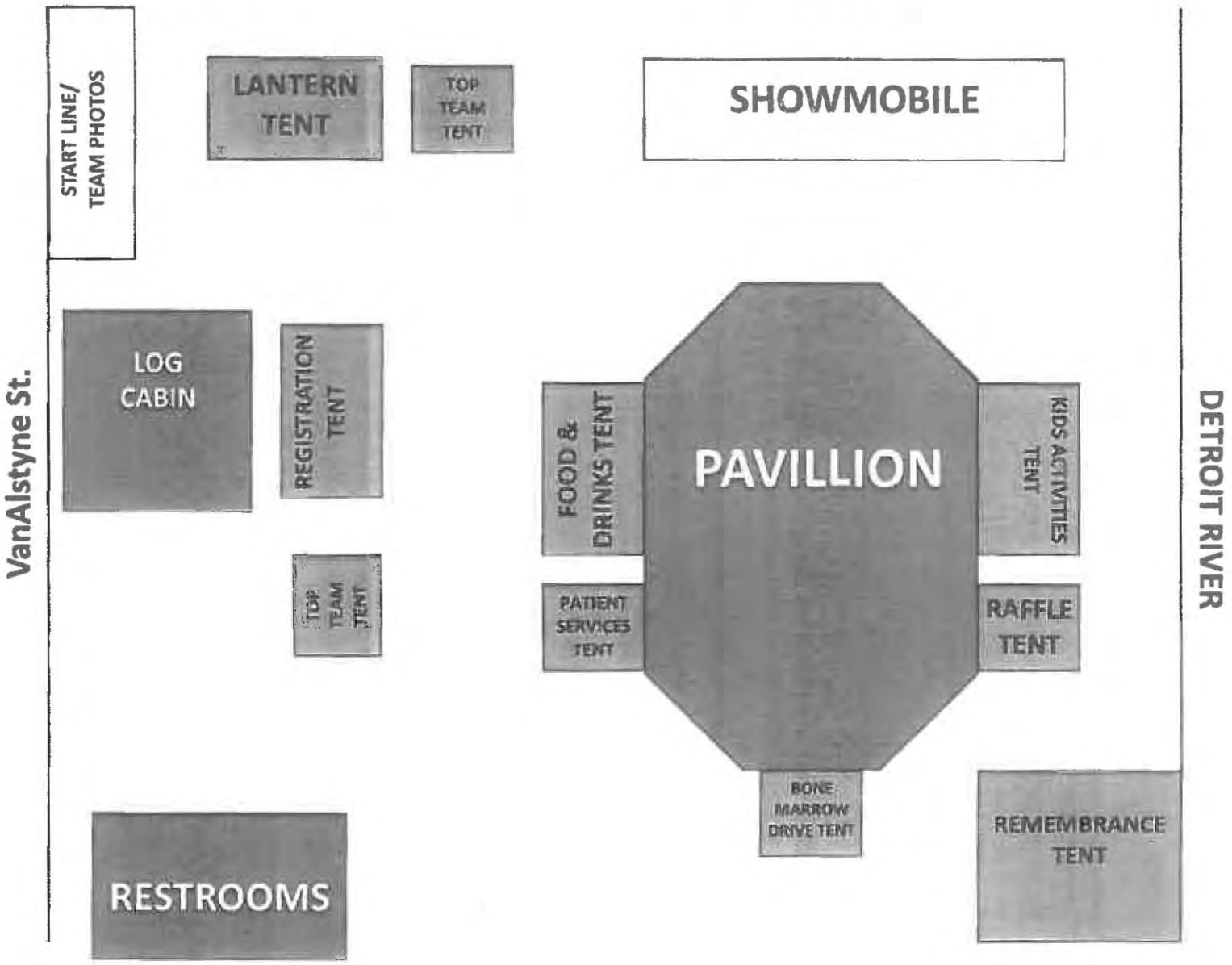
12. **Clean-up procedure:** Please see #9.

If more information is required, please contact Carrie Copeland, Senior Campaign Manager, at (248) 581-3892 or carrie.copeland@lls.org.

Michigan Chapter
1471 E. 12 Mile Rd., Madison Heights, MI 48071 | *tel.* 248.581.3900 | *fax.* 248.581.3901 | *toll free* 800.456.5413

LEUKEMIA & LYMPHOMA SOCIETY® | LIGHT THE NIGHT WALK

# 2016 DOWNRIVER LIGHT THE NIGHT WALK
## EVENT MAP



# CITY OF WYANDOTTE
# REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, January 11, 2016, and was called to order at 7:00pm, Honorable Mayor Pro Tem Leonard T. Sabuda presiding.

The meeting began with the Pledge of Allegiance, followed by roll call.

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Present: Councilpersons Fricke, Galeski, Miciura, Schultz, and VanBoxell

Absent: Mayor Joseph R. Peterson

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

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## PRESENTATIONS

Presentation by Ann Rudisill of 2418 23rd St. promoting the Pets for Vets Public Adoption Event and Fundraiser on February 27, 2016, at the Wayne Ford Civic League from 10am-3pm with checks being received by Last Day Dog Rescue in the amount of $250 for sponsoring a pet for a local veteran.

## COMMUNICATIONS MISCELLANEOUS

None

## PERSONS IN THE AUDIENCE

None

## NEW BUSINESS (ELECTED OFFICIALS)

Councilperson Miciura – Question regarding status of staff at DCACA
Councilperson Galeski – Question regarding March Primary

## COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

AGENDA ITEM #1 (2016-2)
Communication from Councilwoman Sheri Sutherby-Fricke regarding Council approval of all part-time city employees.

AGENDA ITEM #2 (2016-3)
Communication from City Administrator, Todd Drysdale, recommending the extension of the existing service agreement for worker's compensation administration with Broadspire Services, Inc.

AGENDA ITEM #3 (2016-4)
Communication from Superintendent of Recreation, Justin N. Lanagan, recommending the extension of the Bishop Park Concession Stand Lease for 2016.

AGENDA ITEM #4 (2016-5)
Communication from Superintendent of Recreation, Justin N. Lanagan, recommending the extension of the boat ramp contract through 2018.

AGENDA ITEM #5 (2016-6)
Communication from Superintendent of Recreation, Justin N. Lanagan, regarding seven 2016 Yack Arena rental contracts.

LATE ITEM (2016-7)
Communication from City Engineer, Mark A. Kowalewski, regarding the request from Jason D'Herin to repair the seawall at the end of Clinton St. between the Pier 500 and Weyand's.

**REPORTS & MINUTES**

| | |
|---|---|
| City Council | December 21, 2015 |
| Board of Review | December 15, 2015 |
| Daily Cash Receipts | December 28, 2015, December 30, 2015 & January 6, 2016 |
| Recreation Minutes | November 10, 2015 & December 15, 2015 |

**CITIZENS PARTICIPATION**
Chris Calvin, 466 Sycamore, regarding the usage of the boat ramp parking lot behind Speedboat Bar & Grill.

**RECESS**
**RECONVENE**

---

Present: Councilpersons Fricke, Galeski, Miciura, Schultz, and VanBoxell, and Mayor Pro Tem Sabuda

Absent: Mayor Joseph R. Peterson

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

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**RESOLUTIONS**

**2016-1 MINUTES**
By Councilperson Miciura, supported by Councilperson Fricke
RESOLVED that the minutes of the meeting held under the date of December 21, 2015, be approved as recorded, without objection.
Motion unanimously carried.

**2016-2 COUNCIL APPROVAL/PART-TIME HIRES**
By Councilperson Miciura, supported by Councilperson Fricke
BE IT RESOLVED BY THE CITY COUNCIL that the communication from Councilwoman Sheri M. Sutherby-Fricke is hereby received and placed on file; AND
BE IT FURTHER RESOLVED that Council approves that the City Council select a subcommittee to meet with the City Administrator to review the application process for the hiring of all city employees and report back in 6 weeks. The council concurs with Councilpersons Galeski, Fricke, and VanBoxell to be on said subcommittee.
Motion unanimously carried.

**2016-3 EXTEND WORKER'S COMP AGREEMENT**
By Councilperson Miciura, supported by Councilperson Fricke
BE IT RESOLVED by the City Council that the Communication from the City Administrator relative to the City of Wyandotte's workers compensation service provider is hereby received and placed on file; AND
BE IT FURTHER RESOLVED that the Council concurs in the recommendation to extend the existing service agreement for worker's compensation administration with Broadspire Services, Inc., until December 31, 2017.
Motion unanimously carried.

**2016-4 CONCESSION STAND LEASE EXTENSION**

By Councilperson Miciura, supported by Councilperson Fricke
BE IT RESOLVED that Council hereby CONCURS in the recommendation of the Superintendent of Recreation and the Recreation Commission to award a one year extension to Saif Alghathie, in the amount of $2,000 for the operation of the Bishop Park Concession Stand for 2016, provided the proper insurance is placed on file in the City Clerk's Office and all stipulations are adhered to as outlined in said lease; AND
BE IT FURTHER RESOLVED that the Council authorizes the Mayor and City Clerk to sign said lease agreement on behalf of the City of Wyandotte.
Motion unanimously carried.

**2016-5 BOAT RAMP CONTRACT EXTENSION**

By Councilperson Miciura, supported by Councilperson Fricke
BE IT RESOLVED that Council hereby authorizes the Mayor and City Clerk to sign the Boat Ramp Contract Extension through 2018, with payments equaling $16,200 per year ($48,600 over the term of the contract), as submitted by the Superintendent of Recreation.
Motion unanimously carried.

**2016-6 YACK ARENA RENTAL CONTRACTS**

By Councilperson Miciura, supported by Councilperson Fricke
BE IT RESOLVED that Council concurs with the recommendation of the Superintendent of Recreation and hereby approves the Benjamin F. Yack Arena rental contracts for the following 2016 events in the amount of $1,300.00 per day including all associated rental costs payable in full upon completion of the event as stipulated in the contract:

| | |
|---|---|
| Lions Club Flea Market | April 16-April 17 |
| North American Model Engineering Expo | April 22-April 24 |
| Walk for MS | May 21 |
| Southgate Anderson High School Graduation | June 8 |
| Woodhaven High School Graduation | June 14 |
| Roosevelt High School Graduations | June 16 |
| Circus Pages | June 18 |

BE IT FURTHER RESOLVED that Council hereby authorizes the Mayor and City Clerk to sign said rental agreement.
Motion unanimously carried.

**2016-7 CLINTON ST. SEAWALL REPAIR**

By Councilperson Miciura, supported by Councilperson Fricke
BE IT RESOLVED BY THE MAYOR & CITY COUNCIL that the communication from the City Engineer regarding the request from Mr. Jason D'Herin to allow them to repair the seawall at Clinton Street is hereby approved provided the proposed agreement is entered into including Hold Harmless Agreement and Insurance Certificate to be approved by City Attorney at 507 Biddle.
The repair work is subject to the approval of the City Engineers.
Motion unanimously carried.

**2016-8 BILLS & ACCOUNTS**

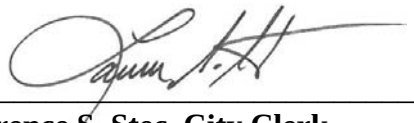
By Councilperson Miciura, supported by Councilperson Fricke
RESOLVED that the total bills and accounts of $2,570,823.64 as presented by the Mayor and City Clerk are hereby APPROVED for payment.
Motion unanimously carried.

**2016-9 MEETING CANCELLATION**

By Councilperson Miciura, supported by Councilperson Fricke
RESOLVED by the City Council that the meeting scheduled for January 18, 2016, be cancelled in observance of Martin Luther King holiday.
Motion unanimously carried.

**ADJOURNMENT**

By Councilperson Miciura, supported by Councilperson Fricke
RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 8:14 p.m.
Motion unanimously carried.



**Lawrence S. Stec, City Clerk**

CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION MEETING MINUTES, APPROVED
NOVEMBER 11, 2015

Members Present: John Darin, Chairman, Kenneth Bearden, Michael Bozymowski, Andrea Fuller, Linda Orta, Bill Summerell, Alice Ugljesa

Members Excused: Noel Galeski, Lisa Lesage, Stephanie Pizzo

Guest(s): None

1. Call to Order: The meeting was called to order by John at 6:00 pm.

2. Reading and Approval of Previous Minutes:
   a. October 14, 2015 Regular Meeting: After review of the minutes, Linda made a motion, seconded by Ken, to approve the draft minutes of the October 14, 2015 regular meeting of the Beautification Commission, as submitted. The motion was approved.

3. Approval of Agenda:
   a. Approval of Meeting Agenda: Mike requested an additional agenda item during his report. There were no other requested changes. Motion was made by Alice, seconded by Mike, to approve the meeting's agenda as amended. The motion was approved.

4. Chairperson's Report:
   a. Documents: An updated Attendance Log, and the approved 2016 Regular Meeting and Special Events Dates schedules were distributed.
   b. BCSEM Update: John reported that the BCSEM Winter Quarterly meeting will be held on Thursday, December 3, 2015 at the Longacre House in Farmington Hills. All commissioners are encouraged to attend as their schedules permit. The registration fee is $15 per person, and will be reimbursed by the Beautification Commission. John also reported that he has accepted an appointment to the BCSEM Board of Directors for 2015-2016, and has been nominated for the 1st Vice-President position.
   c. Communication From the City Clerk's Office: John reported that he received a communication from Beth Lekity, Deputy City Clerk, regarding timing of posting 2016 regular meeting schedules in compliance with the MI Open Meetings Act. The Commission's 2016 regular meeting schedule has been submitted well within the required time frame.

5. Treasurer's Report:
   a. FY 2014-2015 Year-End Expense Report: Mike reported that he has completed his audit of FY2014-2015 expenses, and has reconciled records with the city Accounting Department. He has closed the books on the previous fiscal year, with a total expense of $5,803.46, budget $6000.00, with a year-end budget surplus of $196.54.
   b. FY 2015-2016 YTD Expense Report: Mike reported one expense in the current FY 2015-2016 budget, namely the first installment of lumber and hardware purchases for the community garden in the amount of $357.68, leaving a current balance of $5,642.32.
   c. Revision of Approved FY 2015-2016 Budget Plan: This agenda item was deferred until 2016. It was noted that there may be discounts applied to lumber purchases that may influence budget plans.
   d. Commission Promotion: Mike proposed that the commissioners participate as a group in the upcoming Wyandotte Christmas Parade. After discussion, it was the general consensus that there was insufficient time to prepare for this 2015 event. The proposal was tabled.

6. Communications and Event Marketing Report: Andrea discussed the newest Adopt-A-Spot volunteer, Ms. January Wagner, and her adopted spot, the Vietnam Veterans Memorial.

7. "Adopt-A-Spot in Wyandotte" Program Update: There were no new volunteers added to this program since the last meeting. John indicated that he is hopeful that we can add sites at BASF Park and Bishop Park to our approved list of areas for the Adopt-A-Spot Program. He will contact Gary Ellison in early Spring to discuss.

8. Community Garden Update: Ken requested approval to purchase the remaining lumber and hardware for community bed replacement. The cost of this purchase is quoted by Lowe's at $1097.75, with no sales tax and a reduced delivery fee. There may be an additional discount that Ken will inquire about. Alice made a motion, seconded by Mike, to approve this purchase as requested and quoted. The motion was approved unanimously.

9. Downtown Plantings and Hanging Baskets Update:
   a. Hanging Baskets: Alice reported that Eckert's Greenhouse will deliver the 7 arbor winter/holiday hanging baskets on Thursday, November 19th at 10:30 am. Eckert's will remove and store the basket liners for re-use. Alice and Linda will meet the workers there. The two free-standing hanging basket poles will be disassembled and removed for storage at the DPS yard over the winter, to avoid damage by snow plows at city hall.
   b. Planter Pots: Alice reported that the planter pots at the new and former city hall, and the pots from the PHMG will be removed and stored by DPS. Alice requested approval to engage Eckert's Greenhouse to install decorative winter/holiday arrangements at the Teardrop ($65), at Nanna's Kitchen ($75), and at the 6 cubes on Biddle ($65 x 6 ea.). Andrea made a motion, seconded by Linda, to approve this purchase. The motion was approved unanimously.

10. Election of 2016 Beautification Commission Officers and Coordinators: John distributed a proposed slate of 2016 Beautification Commission Officers and Coordinators based on articulated preferences and noted Commission expertise. John requested that a commissioner assume the responsibility of Recording Secretary. After discussion, John made a motion, seconded by Ken, to approve the slate of candidates as presented. The motion was approved unanimously. John volunteered to assume the duties of Recording Secretary until such time as a commissioner will volunteer for this responsibility. The final approved list of 2016 Beautification Commission Officers and Coordinators is as follows:

| | |
|---|---|
| Chairperson: | John Darin |
| Corresponding Secretary: | Andrea Fuller |
| Recording Secretary: | John Darin |
| Treasurer: | Michael Bozymowski |
| Beautification Awards Coordinator: | Alice Ugljesa |
| Community Garden & District Court Work Force Coordinator: | Ken Bearden |
| Dig-In Coordinator, Spring: | Noel Galeski |
| Dig-In Coordinator, Fall: | Lisa Lesage |
| Hanging Basket Coordinator: | Alice Ugljesa |
| Landscape Planting Coordinator: | Linda Orta |
| Public Relations & Social Media Coordinator: | Andrea Fuller |
| Spring Clean-Up Coordinator: | Noel Galeski |
| Volunteer Coordinator: | Lisa Lesage |

11. Old Business: There was no Old Business.

12. New Business: It was reported that the trees downtown are wrapped with red and green LED lights on the trunks, and white LED lights on the canopies, for a very attractive look. Also, it was reported that a KMB award was given to Shopper's Valley. John will get more information for the Commission.

13. Round-Table Reports and Announcements: There were no Reports or Announcements.

14. Next Meeting: There is no regular meeting in December. The next regular meeting of the Beautification Commission is scheduled for Wednesday, January 13, 2016 at 6:00 pm – 8:00 pm in City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.

15. Adjournment: The meeting was adjourned at 7:55 pm.

Respectfully Submitted,

John Darin
Chairman,
Wyandotte Beautification Commission

RECEIPT REGISTER FOR CITY OF WYANDOTTE



Post Date from 01/13/2016 - 01/13/2016 Open Receipts

| | Receipt # / Description | Date | Cashier | Wkstn | Received Of / Distribution | | Amount | |
|---|---|---|---|---|---|---|---|---|
| O | 366224 | 01/13/2016 | ktrudell | F2 | 27TH DIST COURT | | | |
| M1 | | | 101-000-001-000 | | 101-000-650-010 | FINES DIST COURT WYAN | 45,127.72 | |
| M3 | | | 101-000-001-000 | | 101-000-650-012 | DIST CT RIVERVIEW CASES | 24,577.20 | |
| M2 | | | 101-000-001-000 | | 101-000-650-011 | WORK FORCE-WYANDOTTE | 7,221.34 | |
| M6 | | | 101-000-001-000 | | 101-000-650-017 | WORK FORCE-RIVERVIEW | 1,883.00 | |
| M7 | | | 101-000-001-000 | | 101-000-650-018 | COURT TECHNOLOGY WYANDOTT | 1,950.00 | |
| M9 | | | 101-000-001-000 | | 101-000-650-020 | COURT DRUG TESTING FEES | 2,315.00 | |
| AS | | | 101-000-001-000 | | 101-000-650-021 | COURT SCREENING ASSESSMEN | 2,765.31 | |
| AW | | | 101-000-001-000 | | 101-000-650-024 | CHEMICAL AWARENESS | 1,294.00 | |
| | | | | | | | 87,133.57 | CITY CHECK 8349 |
| DECEMBER 2015 | | | | | | | | |
| O | 366227 | 01/13/2016 | ktrudell | F2 | ARBOR PROFESSIONAL SOLUTIONS | | | |
| XV | | | 101-000-001-000 | | 101-000-041-024 | A/R ANN ARBOR COL-RESCUE | 14.00 | CITY CHECK 17248 |
| DECEMBER 2015 RESCUE COLLECTIONS<br>ANN ARBOR COLLECTION BUREAU | | | | | | | | |
| O | 366229 | 01/13/2016 | ktrudell | F2 | SCHOOL DIST OF WYANDOTTE | | | |
| MZ | | | 101-000-001-000 | | 101-000-257-062 | Reserve-Disaster Planning | 3,000.00 | CITY CHECK 228314 |
| DISASTER PLANNING FEE 2015<br>REC# 557978 | | | | | | | | |
| O | 366230 | 01/13/2016 | ktrudell | F2 | CITY OF WYANDOTTE | | | |
| EP | | | 731-000-001-000 | | 731-000-392-040 | Res. Police & Fire Employe | 788.95 | CITY CHECK 121480 |
| POLICE DEFINED BENEFIT<br>REC# 557979 | | | | | | | | |
| O | 366247 | 01/13/2016 | ktrudell | F2 | MIDWESTERN AUDIT | | | |
| XT | | | 101-000-001-000 | | 101-000-041-021 | A/R MW AUDIT-RESCUE | 38.27 | CITY CHECK 19259 |
| OCTOBER 2015 RESCUE COLLECTIONS<br>REC# 557980<br>CK DATED 12/23/15, POSTMARK 1/8/16 | | | | | | | | |
| | | | | | Total of 5 Receipts | | 90,974.79 | |

| Receipt # / Description | Date | Cashier | Wkstn | Received Of / Distribution | Amount |
|---|---|---|---|---|---|
| *** TOTAL OF CREDIT ACCOUNTS *** | | | | | |
| 101-000-041-021 A/R MW AUDIT-RESCUE | | | | | 38.27 |
| 101-000-041-024 A/R ANN ARBOR COL-RESCUE | | | | | 14.00 |
| 101-000-257-062 Reserve-Disaster Planning | | | | | 3,000.00 |
| 101-000-650-010 FINES DIST COURT WYAN | | | | | 45,127.72 |
| 101-000-650-011 WORK FORCE-WYANDOTTE | | | | | 7,221.34 |
| 101-000-650-012 DIST CT RIVERVIEW CASES | | | | | 24,577.20 |
| 101-000-650-017 WORK FORCE-RIVERVIEW | | | | | 1,883.00 |
| 101-000-650-018 COURT TECHNOLOGY WYANDOTT | | | | | 1,950.00 |
| 101-000-650-020 COURT DRUG TESTING FEES | | | | | 2,315.00 |
| 101-000-650-021 COURT SCREENING ASSESSMEN | | | | | 2,765.31 |
| 101-000-650-024 CHEMICAL AWARENESS | | | | | 1,294.00 |
| 731-000-392-040 Res. Police & Fire Employee Contrib | | | | | 788.95 |
| | | | | TOTAL - ALL CREDIT ACCOUNT | 90,974.79 |
| *** TOTAL OF DEBIT ACCOUNTS *** | | | | | |
| 101-000-001-000 Cash | | | | | 90,185.84 |
| 731-000-001-000 Cash | | | | | 788.95 |
| | | | | TOTAL - ALL DEBIT ACCOUNTS | 90,974.79 |
| *** TOTAL BY FUND *** | | | | | |
| 101 General Fund | | | | | 90,185.84 |
| 731 Retirement System Fund | | | | | 788.95 |
| | | | | TOTAL - ALL FUNDS: | 90,974.79 |
| *** TOTAL BY BANK *** | | | | Tender Code/Desc. | |
| GEN GENERAL OPERATING FUND | | | | (CCK) CITY CHECK | 90,185.84 |
| | | | | TOTAL: | 90,185.84 |
| RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM | | | | (CCK) CITY CHECK | 788.95 |
| | | | | TOTAL: | 788.95 |
| | | | | TOTAL - ALL BANKS: | 90,974.79 |
| *** TOTAL OF ITEMS TENDERED *** | | | | Tender Code/Desc. | |
| | | | | (CCK) CITY CHECK | 90,974.79 |
| | | | | TOTAL: | 90,974.79 |
| *** TOTAL BY RECEIPT ITEMS *** | | | | | |
| (1) AS: COURT SCREENING ASSESSMEN | | | | | 2,765.31 |
| (1) AW: CHEMICAL AWARENESS | | | | | 1,294.00 |
| (1) EP: PD EMPLOYEE PENSION CONTR | | | | | 788.95 |
| (1) M1: FINES DIST COURT WYAN | | | | | 45,127.72 |
| (1) M2: WORK FORCE-WYANDOTTE | | | | | 7,221.34 |
| (1) M3: DIST CT RIVERVIEW CASES | | | | | 24,577.20 |
| (1) M6: WORK FORCE-RIVERVIEW | | | | | 1,883.00 |
| (1) M7: COURT TECHNOLOGY WYANDOTT | | | | | 1,950.00 |
| (1) M9: COURT DRUG TESTING FEES | | | | | 2,315.00 |
| (1) MZ: MISC CASH/VARIOUS | | | | | 3,000.00 |
| (1) XT: A/R MW AUDIT-RESCUE | | | | | 38.27 |
| (1) XV: A/R ANN ARBOR COL-RESCUE | | | | | 14.00 |
| | | | | TOTAL - ALL RECEIPT ITEMS: | 90,974.79 |

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Post Date from 01/19/2016 - 01/19/2016 Open Receipts



| Receipt # / Description | Date | Cashier / Wkstn | Received Of / Distribution | | Amount | |
|---|---|---|---|---|---|---|
| O 368272 | 01/19/2016 | ktrudell F2 | TRIFECTA ATM NETWORKS | | | |
| AT | | 101-000-001-000 | 101-000-650-022 | COURT ATM COMMISSION | 11.00 | CITY CHECK 9189 |
| COURT ATM COMMISSION | | | | | | |
| REC# 557981 | | | | | | |
| O 368274 | 01/19/2016 | ktrudell F2 | DOWNRIVER COUNCIL FOR THE ARTS | | | |
| MZ | | 101-000-001-000 | 101-000-655-018 | RENTAL INCOME-81 CHESTNUT | 2,375.00 | CITY CHECK 8833 |
| RENTAL INCOME 81 CHESTNUT | | | | | | |
| REC# 557982 | | | | | | |
| O 368275 | 01/19/2016 | ktrudell F2 | MUNICIPAL SERVICE | | | |
| 7R | | 732-000-001-000 | 732-000-670-010 | RETIREMENT FUND REIMBURSE | 944.10 | CITY CHECK 88607 |
| QUARTERLY MEDICARE PART B | | | | | | |
| MUNICIPAL SERVICE RETIREES | | | | | | |
| REC# 557983 | | | | | | |
| | | | Total of 3 Receipts | | 3,330.10 | |

| Receipt # / Description | Date | Cashier | Wkstn | Received Of / Distribution | | Amount |
|---|---|---|---|---|---|---|
| *** TOTAL OF CREDIT ACCOUNTS *** | | | | | | |
| 101-000-650-022 COURT ATM COMMISSION | | | | | | 11.00 |
| 101-000-655-018 RENTAL INCOME-81 CHESTNUT | | | | | | 2,375.00 |
| 732-000-670-010 RETIREMENT FUND REIMBURSE | | | | | | 944.10 |
| | | | | TOTAL - ALL CREDIT ACCOUNT | | 3,330.10 |
| *** TOTAL OF DEBIT ACCOUNTS *** | | | | | | |
| 101-000-001-000 Cash | | | | | | 2,386.00 |
| 732-000-001-000 Cash | | | | | | 944.10 |
| | | | | TOTAL - ALL DEBIT ACCOUNTS | | 3,330.10 |
| *** TOTAL BY FUND *** | | | | | | |
| 101 General Fund | | | | | | 2,386.00 |
| 732 Retiree Health Care Fund | | | | | | 944.10 |
| | | | | TOTAL - ALL FUNDS: | | 3,330.10 |
| *** TOTAL BY BANK *** | | | | Tender Code/Desc. | | |
| GEN GENERAL OPERATING FUND | | | | (CCK) CITY CHECK | | 2,386.00 |
| | | | | TOTAL: | | 2,386.00 |
| RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM | | | | (CCK) CITY CHECK | | 944.10 |
| | | | | TOTAL: | | 944.10 |
| | | | | TOTAL - ALL BANKS: | | 3,330.10 |
| *** TOTAL OF ITEMS TENDERED *** | | | | Tender Code/Desc. | | |
| | | | | (CCK) CITY CHECK | | 3,330.10 |
| | | | | TOTAL: | | 3,330.10 |
| *** TOTAL BY RECEIPT ITEMS *** | | | | | | |
| (1) 7R: RETIREMENT FUND REIMBURSE | | | | | | 944.10 |
| (1) AT: COURT ATM COMMISSION | | | | | | 11.00 |
| (1) MZ: MISC CASH/VARIOUS | | | | | | 2,375.00 |
| | | | | TOTAL - ALL RECEIPT ITEMS: | | 3,330.10 |

# City of Wyandotte
# DESIGN REVIEW COMMITTEE
# Minutes of the Tuesday, January 12, 2016, Meeting

Member Kowalewski called the meeting to order at 11:30 a.m.

| | |
|---|---|
| MEMBERS PRESENT: | Robert Benson, Wally Hayden, Norm Walker, and Mark Kowalewski |
| MEMBERS ABSENT: | None |
| ALSO PRESENT: | Sheila Johnson, Recording Secretary<br>Brian Vogel, Applicant & Owner-232 Maple Street<br>Dave Wright, Applicant-2909 Biddle Avenue<br>Kimberly Uy, Applicant-121/115 Elm Street |

**APPROVAL OF NOVEMBER 10, 2015 MINUTES:**
Motion by Member Kowalewski to approve. Member Benson supported motion. All Members voted in favor.

**REVIEW OF PROPOSED VINYL LETTERING ON AWNING AT 2909 BIDDLE AVENUE:**
The application as submitted by Wright Signs (Applicant) and Don Dupuie (Owner) for the property at 2909 Biddle, Wyandotte, Michigan has been reviewed and approved. All were in favor.

**REVIEW OF PAINTED EXTERIOR FAÇADE, PROPOSED (2) SIGNS AND PROPOSED GARAGE DOOR AT 232 MAPLE STREET:**
The application as submitted by Brian Vogel (Applicant and Owner) for the property at 232 Maple Street, Wyandotte, Michigan has been reviewed and approved. All were in favor.

**REVIEW OF PROPOSED (2) SIGNS AT 121/115 ELM STREET (3008-1ST STREET-MASTER):**
The application as submitted by Kimberly & Wilbert Uy (Applicants) and Maureen Keast (Owner) for the property at 121/115 Elm Street (3008-1st Street-master), Wyandotte, Michigan has been reviewed and approved with stipulation of emailed resubmittal of revised graphic size shrunk down at least fifty percent (50%). All were in favor.

**OTHER BUSINESS:**
None at this time.

**MOTION TO ADJOURN:**
MOTION BY MEMBER Walker to adjourn the meeting at 12:21 p.m.

# RESOLUTION

Wyandotte, Michigan January 12, 2016

RESOLUTION BY MEMBER BENSON

RESOLVED BY THE DESIGN REVIEW COMMITTEE OF THE CITY OF WYANDOTTE,

The proposed vinyl lettering on awning as submitted by Wright Signs (Applicant) and Don Dupuie (Owner) for the property at 2909 Biddle Avenue, Wyandotte, Michigan has been reviewed and approved as submitted by the Design Review Committee on January 12, 2016.

I move the adoption of the foregoing resolution.

Member: Benson
Supported by Member: Kowalewski

| Yeas | Members | Nays |
|---|---|---|
| X | Benson | |
| X | Hayden | |
| X | Kowalewski | |
| X | Walker | |

# RESOLUTION

Wyandotte, Michigan January 12, 2016

RESOLUTION BY MEMBER BENSON

RESOLVED BY THE DESIGN REVIEW COMMITTEE OF THE CITY OF WYANDOTTE,

The proposed (2) signs as submitted by Kimberly & Wilbert Uy (Applicants) and Maureen Keast (Owner) for the property at 121/115 Elm Street (3008-1st Street-master), Wyandotte, Michigan has been reviewed and approved with stipulation of emailed resubmittal of revised graphic size shrunk down at least fifty percent (50%) as submitted by the Design Review Committee on January 12, 2016.

I move the adoption of the foregoing resolution.

Member: Benson
Supported by Member: Walker

| Yeas | Members | Nays |
|---|---|---|
| X | Benson | |
| X | Hayden | |
| X | Kowalewski | |
| X | Walker | |

# RESOLUTION

Wyandotte, Michigan January 12, 2016

RESOLUTION BY MEMBER BENSON

RESOLVED BY THE DESIGN REVIEW COMMITTEE OF THE CITY OF WYANDOTTE,

The painted exterior façade, proposed (2) signs and proposed garage door as submitted by Brian Vogel (Applicant and Owner) and Jeff Smith (Owner) for the property at 232 Maple Street, Wyandotte, Michigan has been reviewed and approved as submitted by the Design Review Committee on January 12, 2016.

I move the adoption of the foregoing resolution.

Member: Benson
Supported by Member: Walker

| Yeas | Members | Nays |
|---|---|---|
| X | Benson | |
| X | Hayden | |
| X | Kowalewski | |
| X | Walker | |

**City of Wyandotte**
PLANNING COMMISSION
***Minutes of the Thursday, November 19, 2015, Meeting***
**MINUTES AS RECORDED**

The meeting was called to order by Chairperson Elizabeth A. Krimmel at 6:30 p.m.

COMMISSIONERS PRESENT: Benson, Duran, Krimmel, Lupo, Pasko, Rutkowski

COMMISSIONERS EXCUSED: Adamczyk, Parker, Tavernier

ALSO PRESENT: Ben Tallerico
Kelly Roberts, Recording Secretary

**COMMUNICATIONS:**

- MOTION BY COMMISSIONER PASKO, supported by Commissioner Duran to receive and place on file all communications.
  YES: Benson, Duran, Krimmel, Lupo, Pasko, Rutkowski
  NO: None
  ABSENT: Adamczyk, Parker, Tavernier
  MOTION PASSED

**APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:**

MOTION BY COMMISSIONER BENSON, supported by Commissioner Rutkowski to approve the minutes of the Meeting of October 15, 2015 with the change to the motion to pay bills that Member Benson voted yes. MOTION PASSED.

**OLD BUSINESS:**

1. **PUBLIC HEARING** – Request from Oak Street Condo Projects, LLC (Owner and Appellant) to construct four (4) unit attached condominium townhouse on the southwest corner of 2nd Street and Oak Street, Wyandotte, Michigan. The townhouses are proposed to be built on existing foundations that have been placed within the preceding decade. The property is zoned PD (Planned Development).

   MOTION BY COMMISSIONER LUPO, supported by Commissioner Benson; WHEREAS, the Site Plan for "The Oaks Condominiums" residential project at the southwest corner of Oak Street and 2nd Street, generally meets the criteria of the City of Wyandotte's Zoning Map and Zoning Ordinance, Sections 1650, 1651 and 1652 in terms of the Planned Development District in that the PD District permits redevelopment that provides a balanced land use surrounding uses while ensuring adequate safeguards and standards for public health, safety, convenience and general welfare; AND

WHEREAS, the Planning Commission has received reports and recommendations dated August 25, 2015, and November 13, 2015, and receives and files said reports and recommendations; AND

WHEREAS, on October 15, 2015, the Planning Commission of the City of Wyandotte, held a Public Hearing with proper notice, in accord with the requirements of Act 207 of 1921 as amended;

WHEREAS, on November 19, 2015, the Planning Commission reconvened the public hearing from October 15, 2015;

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, that it recommends to the City Council that the Site Plan dated November 13, 2015, and plans A-1.1, A-1.2 and elevations for "The Oak Condominium" project be accepted and recommended for approval subject to the following:

- Before proceeding with construction of two (2) three (3) unit buildings shown on the site plan approved by the City Council on December 12, 2005, on the southern part of property, elevation and landscape plans need to be submitted for recommendation and approval.
- Irrigation system to be installed as required by Section 23405.R of the Wyandotte Zoning Ordinance.
- Windows required on the 2nd Street elevation to break up the massive brick.

YES: Benson, Duran, Krimmel, Lupo, Pasko, Rutkowski
NO: None
ABSENT: Adamczyk, Parker, Tavernier
MOTION PASSED

**NEW BUSINESS:**

1. **PUBLIC HEARING #511** – Request from Albert Wojtala, (Owner and Appellant) for two (2) wall signs at 1319-1325 Fort Street, Wyandotte, Michigan. The property is located in a B-2 Zoning District and the proposed conflicts with Section 2202.MM.2

   MOTION BY COMMISSIONER BENSON, Supported by Commissioner Duran to approve both wall signs as submitted by the property owner for the property at 1319-1325 Fort Street.

   YES: Benson, Duran, Lupo, Pasko, Rutkowski
   NO: Krimmel
   ABSENT: Adamczyk, Parker, Tavernier
   MOTION PASSED

2. Review of the parking lot layout and landscape plan for the property at 353 Elm, Wyandotte, Michigan as submitted by the City of Wyandotte.

   MOTION BY COMMISSIONER BENSON, supported by Commissioner Pasko to approve the parking lot layout and landscaping plan as submitted for the property at 353 Elm provided an additional three (3) street trees are planted along 4th Street.

   YES: Benson, Duran, Krimmel, Lupo, Pasko, Rutkowski
   NO: None
   ABSENT: Adamczyk, Parker, Tavernier
   MOTION PASSED

**PERSONS IN THE AUDIENCE:**

No persons in audience.

**SPECIAL ORDER:**

Motion by Commissioner Benson, supported by Commissioner Lupo to send a memo to City Council that all minutes from the Planning Commission for the 2014-2015 fiscal year have been received by City Council in accordance with the Annual Reporting requirements.

YES: Benson, Duran, Krimmel, Lupo, Pasko, Rutkowski
NO: None
ABSENT: Adamczyk, Parker, Tavernier
MOTION PASSED

**BILLS AND ACCOUNT:**

MOTION BY COMMISSIONER LUPO, supported by Commissioner Benson to:
Pay Beckett & Raeder for Planning Consultant fee for November 2015 in the amount of $700.00
Hours for Secretarial Services: 10/03/15 – 10/31/15 11 total hours

YES: Benson, Duran, Krimmel, Lupo, Pasko, Rutkowski
NO: None
ABSENT: Adamczyk, Parker, Tavernier
MOTION PASSED

**MOTION TO ADJOURN**:
MOTION BY COMMISSIONER LUPO, supported by Commissioner Rutkowski to adjourn the meeting at 7:35 p.m.

---

**PUBLIC HEARING** – Request from Oak Street Condo Projects, LLC (Owner and Appellant) to construct a four (4) unit attached condominium townhouses on the southwest corner of 2nd Street and Oak Street, Wyandotte, Michigan. The townhouses are proposed to be built on existing foundations that have been placed within the preceding decade. The property is zoned PD (Planned Development).

Chairperson Krimmel stated that this was discussed at the October meeting of the Planning Commission and held in abeyance until a landscape plan was received.

Jack Runkle, Runkle Architects representing property owner.

Mr. Runkle explained that he submitted the landscape plan and the only change is the additional landscaping on 2nd Street. Mr. Runkle stated that the landscaping will be the same as on Oak Street.

Commissioner Benson asked if this was the only change.

Mr. Runkle stated yes.

Mr. Tallerico stated that at the last meeting it was mentioned that windows should be placed on the 2nd Street side of the building. Mr. Tallerico stated further that side has a lot of brick and it will be visible from Oak Street.

Mr. Runkle indicated that there will be a garage on that side and his client has issues with safety if windows are put in.

Mr. Tallerico indicated that he did not see any issue with windows on that side. Mr. Tallerico indicated that Wyandotte is a walkable city and this will add to the feeling of the downtown.

Mr. Runkle indicated that he would do what the Commission requires.

Commissioner Rutkowski asked about the irrigation.

Mr. Runkle stated that he thought there was a note on the plans, but the irrigation is no problem.

Chairperson Krimmel indicated that the Planning Commission is just a recommending body and this project will also require approval by the City Council.

There being no further discussion, the hearing was closed. No communications were received regarding this hearing.

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**PUBLIC HEARING #511 –** Request from Albert Wojtala, (Owner and Appellant) for two (2) wall signs at 1319-1325 Fort Street, Wyandotte, Michigan. The property is located in a B-2 Zoning District and the proposed conflicts with Section 2202.MM.2

Chairperson Krimmel read the appeal and asked if there was anyone present who wished to speak regarding this hearing.

Mr. Wojtala, 2380 20th Street, Wyandotte, Owner, present.

Commissioner Pasko asked if the signs/murals are already installed on the building.

Mr. Wojtala stated yes.

Commissioner Lupo asked if the signs are completed.

Mr. Wojtala stated yes.

Mr. Tallerico asked if the signs would be lighted.

Mr. Wojtala stated no.

There being no further discussion the hearing was closed. No communications were received regarding this hearing.

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**RETIREMENT COMMISSION MEETING**
**THURSDAY, JANUARY 21, 2016**

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

ROLL CALL
PRESENT: Commissioners Brohl, Browning, LaManes, Lyon, Schultz, Yoscovits
ABSENT: None

ALSO PRESENT: Frank Deeter, Tanner Robinson—Oppenheimer & Co.
Lawrence Stec – City Clerk
Kelly Roberts – Member Elect

MOTION by Commissioner Schultz, SUPPORTED by Commissioner LaManes
RESOLVED that the minutes held under the date of December 17, 2015 be approved as recorded without objection.
MOTION unanimously carried

COMMUNICATIONS MISCELLANEOUS
Communication from Retirement Commission Secretary, Lawrence Stec, regarding election results.

SPECIAL ORDER

Mr. Frank Deeter of Oppenheimer & Co. report included:

- Expect rebound market—hit 10% correction factor
- No recession
- Blue chips sold off 10-15% -- knee jerk reaction
- Thinking in market is "sell first, ask questions later"
- Receive moving cash from Brandywine Account & INVESCO Account to cash to meet future obligations
- Question: Schultz regarding Federal Interest rates--by 2019, rate should be 3 ¼ - 3 ½ steady road map to ramping up
- Dollar's strength decreases international currency value
- Question: Lyon regarding global market: Are we exceeding our investment percentage
  A. Right on cusp—reduce international exposure and move to U.S. Investment—probably bonds

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MOTION by Commissioner LaManes, SUPPORTED by Commissioner Lyon
RESOLVED, Retirement Commission elections were held on January 12th and January 13th, 2016, to elect commissioners to represent the general members, fireman members, and municipal service members. The successful candidates are as follows:

General Members – Kelly Roberts (4 votes), term to expire January 31, 2020 Municipal Service Members – Christopher Brohl (4 votes), term to expire January 31, 2019
Fireman Members – Tom Lyon (1 vote), term to expire January 31, 2018

BE IT RESOLVED that the Retirement Commission hereby receives and places on file the aforementioned election results.
MOTION unanimously carried.

MOTION by Commissioner Brohl, SUPPORTED by Commissioner LaManes
RESOLVED, that $320,000 from the Brandywine Global Fixed Income Account, and $835,000 from the INVESCO Management Account be moved to the Cash Account to cover future distributions.
MOTION unanimously carried.

ADJOURNMENT
MOTION by Commissioner Brohl, SUPPORTED by Commissioner Lyon
RESOLVED, that the meeting be adjourned at 9:25 a.m.
MOTION unanimously carried.

Larry S. Stec, Secretary
Wyandotte Employee's Retirement Commission
December 17, 2015

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