

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION  
MONDAY, DECEMBER 19 , 2011 7: 00 PM  
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON  
CHAIRPERSON OF THE EVENING: THE HONORABLE TODD M. BROWNING

ROLL CALL: BROWNING, DESANA, FRICKE, GALESKI, SABUDA, STEC

PRESENTATIONS:

PRESENTATION BY COLLEEN OTTENBREIT  
"MADE IN DETROIT' FASHION SHOW  
TO BENEFIT  
JO BRIGHTON SPECIAL ATHLETES

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

1. Communication from Mayor Peterson submitting the re-appointment of Neil J. Sawicki to perform prosecutorial services for the City of Wyandotte for a term of two years.
2. Communication from Mayor Peterson submitting various re-appointments to the Cultural and Historical Commission.

3. Communication from the City Administrator relative to the Publicly Funded Health Insurance Contribution Act (PFHIC) requiring public employers to share the cost of health insurance premiums with their employees effective January 1, 2012.

4. Communication from Margaret Loya , President Wyandotte Recreation Commission regarding the position of Superintendent of Recreation .

5. Communication from the Downtown Development Authority Director relative to hiring a market manager for the Farmers Market.

6. Communication from the Director of Museums and Cultural Affairs submitting a change to the fee structure for various events that are under the direction of the Museum.

7. Communication from the Interim Superintendent of Recreation relative to the acceptance of a lease agreement extension with Pifer, Inc. for 38 reconditioned gas and electric E-Z-Go golf cars w/tops.

8. Communication from the Interim Superintendent of Recreation submitting various contracts for the 2012 Benjamin F. Yack Recreation Center Events.

9. Communication from the City Engineer relative to the request from William Mioduszewski, 1838 McKinley and Jason and Aandrea Thompson, 1828 McKinley regarding the purchase of portions of 1832 McKinley.

10. Communication from the City Engineer regarding the request to potentially have the intersection of Fort Street and Cedar Street reconstructed back to a two-way street during the ongoing Fort Street Project. .

11. Communication from the City Engineer relative to an Addendum to a Development Agreement between the City and Lialand Properties LLC.

12. Communication from the City Engineer submitting a PD Planned Development District application on behalf of Anthony J. LoDuca regarding 2070 Biddle Avenue.

13. Communication from the City Engineer submitting a purchase agreement for property within the City of Wyandotte.

14. Communication from the City Engineer regarding a purchase agreement with D-M Investments, LLC for the purchase of property known as 3003-3005 Biddle Avenue.

15. Communication from the City Engineer and City Administrator regarding the property on Biddle Avenue between Mulberry and Walnut.

CITIZENS PARTICIPATION:

HEARINGS:

NOTICE OF HEARING OF OBJECTIONS  
FOR A SHOW CAUSE HEARING  
ON THE CONDITION OF  
HOME AT 906 GODDARD AND  
WHY THE DWELLING HAS NOT  
BEEN BROUGHT UP TO CODE OR  
DEMOLISHED AND REMOVED

REPORTS AND MINUTES:

Retirement Commission Meeting	December 15, 2011
Wyandotte Cultural & Historical Commission	December 8, 2011
December Board of Review	December 13, 2011
Police Commission	December 13, 2011
Recreation Commission	December 13, 2011
Fire Commission	December 13, 2011
Fire Commission	November 22, 2011
Police Commission	November 22, 2011

# PRESENTATION

## OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keeln  
CITY ASSESSOR



JOSEPH R. PETERSON  
MAYOR

## COUNCIL

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

DATE: November 21, 2011

TO: William R. Griggs  
City Clerk

FROM: Rosanne Flachsmann  
Office of the Mayor & City Council

SUBJECT: PRESENTATION AT 11-19-11 COUNCIL MEETING

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**Monday, December 19, 2011**

Presentation by Colleen Ottenbreit  
“Made in Detroit” Fashion Show  
to benefit  
Jo Bright Special Athletes

Please place this item at beginning of the agenda as you have so kindly done in the past. Feel free to contact me at X4544 if you have any questions. Thank you.

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



COUNCIL  
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Leonard T. Sabuda  
Lawrence S. Stec

JOSEPH R. PETERSON  
MAYOR

December 12, 2011

The Honorable City Council  
City of Wyandotte  
3131 Biddle Avenue  
Wyandotte MI 48192

Gentlemen and Madam:

Mr. Neil J. Sawicki, Law Office of Neil J. Sawicki, has been performing the prosecutorial services for the City of Wyandotte since December 1998.

I am recommending that the agreement to retain the services of Neil J. Sawicki, Law Office of Neil J. Sawicki, be extended for a two year period commencing January 1, 2012 through December 31, 2013. The terms of the agreement will be an all-inclusive fixed fee of \$2,500 per month, plus incidental expenditures. There is no increase in the proposed monthly fee.

As previously agreed, Mr. Sawicki will continue to make contact with Judge Kalmbach at the end of each work day to review the day's activities and provide Judge Kalmbach and the Police Chief with a fax number, cellular phone number and home telephone number to provide for 24-hour service.

Thanking you in advance for your support of this recommendation, I remain

Sincerely,

Joseph R. Peterson  
Mayor

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



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JOSEPH R. PETERSON  
MAYOR

December 15, 2011

The Honorable City Council  
City of Wyandotte  
3131 Biddle Avenue  
Wyandotte MI 48192

Gentlemen and Madam:

I am writing to request your concurrence in the following re-appointments to the Cultural and Historical Commission. The term of each commissioner will expire December 2015.

Kenneth Munson, 2755 – 22<sup>nd</sup> Street, Wyandotte MI 48192  
Suzanne Pilon, 2271 – 21<sup>st</sup> Street, Wyandotte MI 48192  
Anne C. Ronco, 336 Chestnut Street, Wyandotte MI 48192

Thanking you in advance for your support, I remain

Sincerely,



Joseph R. Peterson  
Mayor

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



MAYOR  
Joseph R. Peterson

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Lawrence S. Stec

TODD A. DRYSDALE, C.P.A.  
CITY ADMINISTRATOR

December 15, 2011

The Honorable Joseph R. Peterson, Mayor  
and City Council Members  
3131 Biddle Avenue  
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Council Members,

The Michigan Legislature recently enacted Public Act 152 of 2011 otherwise known as the Publicly Funded Health Insurance Contribution Act (PFHIC). This new law requires public employers to share the cost of health insurance premiums with their employees. The effective date of compliance with this law is January 1, 2012.

The City Council has three (3) options to comply with the law:

1. Default Option – If no action is formally taken by the City Council, the City will be subject to a “hard dollar cap” relative to their costs of medical and prescription insurance coverage.
2. 80/20 Option – By a majority vote of the Council, the City may elect to adopt an “80/20” cost sharing arrangement with its employees. This option limits the City from paying more than eighty percent (80%) of the aggregate cost of medical and prescription insurance costs for its employees. The remaining twenty percent (20%) of the cost will be borne by the employee.
3. Opt-Out Option – With a 2/3 vote of the Council, the City can completely opt out of the requirements of this law.

Considering the expected financial shortfall facing the city for the foreseeable future, the expiration of the supplemental millage after the 2014 FY, and the employee cost cutting recommendations made by the Citizens Advisory Committee on Financial Affairs, the undersigned recommends that the City Council elect the 80/20 Option to comply with this new law. This cost-sharing requirement will be effective on January 1, 2011 for non-union employees. This cost-sharing requirement will be effective at the expiration of the collective bargaining agreements for union employees. In this calendar year, these dates include February 1, 2012 for police patrol officers and fire department members and October 1, 2012 for police command officers.

Sincerely,

  
Todd A. Drysdale  
City Administrator

RESOLUTION

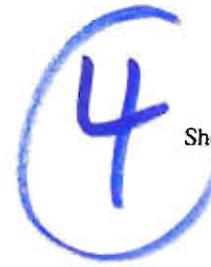
RESOLVED BY THE CITY COUNCIL to concur in the recommendation of the City Administrator to select the 80/20 Cost Sharing Option as required to comply with PA 152 of 2011

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



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JOSEPH R. PETERSON  
MAYOR

December 15, 2011

Mayor Joseph Peterson  
and Honorable City Council  
3131 Biddle Avenue  
Wyandotte MI 48192

Dear Mayor Peterson and Council Members:

The following resolution was duly adopted at the December 13, 2011 meeting of the Wyandotte Recreation Commission:

Motion by Commissioner Prygoski, supported by Commissioner Loya, to request that City Council declare the position of Superintendent of Recreation vacant and authorize the filling of said vacancy; and further, authorize the City Administrator to advertise this vacancy in accordance with the City's hiring policy.

Motion passed unanimously.

Your concurrence in the recommendation of the Wyandotte Recreation Commission will be very much appreciated.

Sincerely,

*Margaret Loya*

Margaret Loya, President  
Wyandotte Recreation Commission

**OFFICIALS**

**William R. Griggs**  
CITY CLERK

**Andrew Swiecki**  
TREASURER

**Colleen A. Keehn**  
CITY ASSESSOR



**MAYOR**  
Joseph Peterson

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**DOWNTOWN DEVELOPMENT AUTHORITY**

December 15<sup>th</sup>, 2011

Dear Mayor Peterson & City Council:

In an effort to further grow and promote our burgeoning Farmers Market, the Downtown Development Authority elects to hire a Market Manager for the Wyandotte Farmers Market's 2012 Season. In the past, the Wayne Metro Community Action Agency has coordinated the market. We feel that hiring a permanent manager to perform these duties would help the market to serve the needs of the community, expand our market and save the DDA money. During the regularly scheduled DDA meeting on December 13<sup>th</sup>, 2011, the board unanimously voted to recommend the hiring of a seasonal market manager to coordinate market operations, pending Mayor and City Council Approval.

As you are aware, the growing season in the State of Michigan is limited and can be unpredictable from season to season. Wayne Metro's regulations prohibit the sale of domestically imported (produce grown in the U.S.) produce and limit the types of vendors at our market. Other successful markets in the area supplement with non-regionally grown produce to 'bridge the gap' from the time our market opens until Michigan produce is readily available. Due to other commitments, the staff of Wayne Metro was not able to support the many activities, events and marketing of our market.

The hiring of a market manager would alleviate these shortcomings, help our market to offer a vast array of produce all season long, and save the DDA approximately \$1500.00 per year. It is recommended that the market manager be compensated \$10 per hour for on and off-season (training, certification) duties, not to exceed \$3900.00 per year. This salary is comparable to many market managers in the region, as salaries range from \$9-\$14 per hour. The salary and FICA for the market manager position will be paid from the 2012 Fiscal Year budgeted line item number 499-200-925-802 (Farmers Market). Please find attached a proposed Market Manager Job Description and an analysis of cost savings. Furthermore, this recommendation supports the adopted 2010-2015 City of Wyandotte Strategic Plan, page 15: "...developing a Farmers Market...".

The DDA asks that you concur with our recommendation of hiring a market manager for the 2012 Season, as this will help to make our market even more successful for the 2012 year and help us to achieve our goal of creating THE destination market Downriver.

If you have any questions regarding this recommendation, please contact me.

Sincerely,

Natalie Rankine, RA  
Downtown Development Authority Director  
2624 Biddle Avenue  
Wyandotte, Michigan 48192  
734-324-7298  
[nrankine@wyan.org](mailto:nrankine@wyan.org)

**Wyandotte Farmers Market**  
Farmers Market Manager  
Job Description

The Wyandotte Farmers Market is a community market, funded by the Downtown Development Authority. The market provides access to locally grown fruits, vegetables and other farm related products, while creating a sense of community within the City and helping to promote the Downtown District.

The position requires a commitment of approximately 15 hours a week during the market season: 8-9 hours on market days. Additional hours are required for the weeks preceding market season and flexibility is required. Hourly compensation is \$10 per hour. The Market Manager will work in conjunction with the Downtown Development Authority Director.

**Manager Position**

The Market Manager is a part-time position with the primary responsibility being the day-to-day operation of the farmers market. This will include an on-site presence at the market during all market hours, as well as off-site work during non-market hours. The manager will report to the Downtown Development Authority Director, who will set and review all market policy. In addition, the manager will represent the market to the market's vendors, the consumers and to the community.

The Market runs each Thursday from mid-June to early October each year. The market hours and operating schedule is determined jointly by the Downtown Development Authority Director and the Market Manager.

**In Season Duties**

Develop and manage all channels of communication including print media, news media, social media network, newsletters, website, etc. in conjunction with DDA Director.

Develop special events and programming to help stimulate sales and increase attendance at the Farmers' Market.

Evaluate and report on the market's progress and overall performance in monthly written updates.

Oversee market set-up and take down including posting signs/decorations, produce and patron wagons and other associated tasks to ensure operational success every market day.

Register vendors for market, assign spaces as needed, collect fees, distribute documents as needed (incl. Rules and Regulations, permit applications, Health and Food Safety information, etc.), resolve market disputes, process EBT and SNAP payments.

Prepare and distribute promotional flyers and other advertising to local businesses and community sites within the city in conjunction with the DDA Director.

Actively enroll farmers and vendors in the market – either through seasonal vendor agreements or as daily vendors.

Coordinate pick up of Project Produce donations with local food pantries.

Communicate market policies, activities and rules to farmers, keeping them informed throughout the season. Bring suggestions from farmers back to the DDA Director.

Conduct periodic customer counts each market day to assess attendance levels.

Assure the market site is clean once the market is closed and the vendors have left for the day.

Research, coordinate and implement SNAP, EBT and food assistance program and payment acceptance at the market.

Maintain database of farmers, vendors, contact information, vendor attendance and any licenses or permits each vendor possesses based on the products they are selling.

### **Off Season Duties**

Establish Wyandotte Farmers Market Rules and Regulations in conjunction with Downtown Development Authority Director.

Seek out and actively recruit new market vendors.

Attend professional development for market managers

Community relationship development

Fundraising and/or grant writing in conjunction with Downtown Development Authority Director

Develop advertising/promotional program development, including special events planning in conjunction with DDA Director

Prepare and plan for upcoming season in conjunction with DDA Director

### **Qualifications**

Demonstrate exemplary problem-solving and negotiation skills

Ability to work independently

Excellent time management and organizational skills

Physical ability to set up and move tables and tents and circulate through the market during market hours

Excellent oral and written communication skills

Experience in small business management or special event coordination not necessary, but preferred.

Must possess the ability to demonstrate resolve and good judgment when handling vendor and patron complaints

Basic knowledge of farming and/or food production and its implications on both people and the environment

Prior experience in grant writing not necessary, but preferred

Knowledge of Microsoft Excel and Word

Interested candidates should send resume and cover letter to: Natalie Rankine, Downtown Development Authority Director, The City of Wyandotte, 2624 Biddle Avenue, Wyandotte, Michigan 48192, [nrankine@wyan.org](mailto:nrankine@wyan.org).

Applications will be accepted until [Date], [Time]. Qualified candidates will be contacted shortly thereafter to arrange an interview.

Contact Natalie Rankine at 734-324-7298 or [nrankine@wyan.org](mailto:nrankine@wyan.org) with questions regarding this position.

## Market Manager Associated Cost Analysis

**Wayne Metro Coordination Fees: \$5,400 for 18 weeks**

Market Manager estimated salary (estimated at \$10 per hour):

Market coordination: \$10 per hour for 8 hours + 3 hours coordination per week = \$110.00 per week x 18 weeks = \$1980.00

Misc. hours prior to market start: 16 hours training + 32 hours for market coordination = 48 hours x \$10 per hour = \$480.00

MIFMA Training and certification = \$600.00

EBT/SNAP payment processing = \$500.00

FICA: \$273.00

**Total associated costs of Market Manager: \$3833.00 for 18 weeks**

**Savings: \$1567.00**

**OFFICIALS**

William R. Griggs  
CITY CLERK

Andrew Swiecki  
TREASURER

Colleen A. Keehn  
CITY ASSESSOR



**MAYOR**  
Joseph Peterson

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Lawrence S. Stec

JODY L. EGEN  
DIRECTOR OF MUSEUMS AND CULTURAL AFFAIRS

Mayor & City Council  
City of Wyandotte  
3131 Biddle Ave.  
Wyandotte, MI 48192

Wednesday, December 14, 2011

Honorable Mayor and City Council Members;

At their November 3, 2011, meeting, the Wyandotte Cultural and Historical Commission voted on final alterations to existing facility rental contracts reflecting an increase in rental fees. This action was taken given the organization-wide need to increase revenue.

These rental increases were developed during the 2012 fiscal year budget meetings. Specifically, at a Cultural and Historical Commission Budget Sub-Committee Meeting held Monday, June 6, 2011, and reviewed and amended by the Cultural and Historical Commission Thursday, June 9, 2011, 7:00 pm.

A synopsis of these fee increases is as follows:

<b>LOG CABIN</b>	Pre-2011 Fee	Updated 2011 Fee
Residents	\$ 50.00	\$ 80.00
Non-Residents	\$ 60.00	\$ 100.00
Non-Profit Weekday	\$ 20.00	\$ 50.00
Non-Profit Weekend	\$ 50.00	\$ 80.00

<b>WEDDING RENTALS</b>	Pre-2011 Fee	Updated 2011 Fee
Residents	\$ 350.00	\$ 450.00
Non-Residents	\$ 400.00	\$ 500.00

<b>GENERAL FACILITY RENTALS</b>	Pre-2011 Fee	Updated 2011 Fee
Residents	\$ 350.00	\$ 450.00
Non-Residents	\$ 400.00	\$ 500.00
Non-Profit	\$ -	\$ 100.00

Following the Commission's November vote to the final increased rental fees, these contracts were reviewed by Mr. Bill Look prior to their submission to City Council to ensure their adherence to city legal requirements.

Please find attached to this letter the proposed contracts containing the increased fees.

Additionally, the Commission voted to increase the admission fee to the Wyandotte Museum as follows:

<b>ADMISSION</b>	Pre-2011 Fee	Updated 2011 Fee
Adults	\$ 2.00	\$ 5.00
Children	\$ 0.50	\$ 2.50

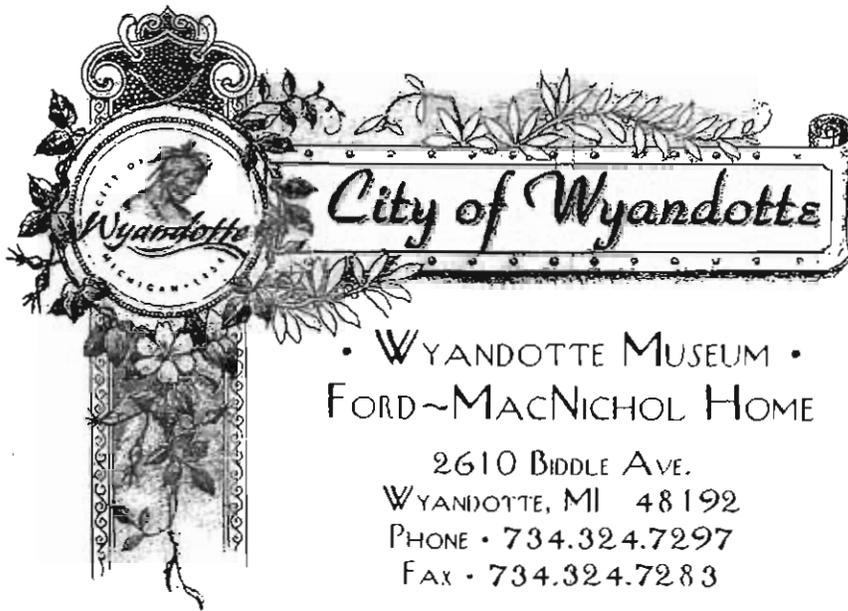
With your approval, these increases will become effective immediately.

Please let me know if you have any questions or will require any additional information in this matter.

Thank you,



*Jody Egen*



# City of Wyandotte

• WYANDOTTE MUSEUM •  
 FORD~MACNICHOL HOME

2610 BIDDLE AVE.  
 WYANDOTTE, MI 48192  
 PHONE • 734.324.7297  
 FAX • 734.324.7283

## Wedding Rental Agreement

WEDDING DATE: \_\_\_\_\_ EXACT START TIME OF CEREMONY: \_\_\_\_\_  
 ENTER BUILDING AT: \_\_\_\_\_ LEAVE BUILDING AT: \_\_\_\_\_

*\*Rental Agreement is a total of two hours\**

### BRIDE

 NAME OF BRIDE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE (HOME): \_\_\_\_\_ PHONE (WORK): \_\_\_\_\_

NAME OF MAID OF HONOR: \_\_\_\_\_ TOTAL NUMBER OF BRIDE'S MAIDS: \_\_\_\_\_

FLOWER GIRL? \_\_\_\_\_ IF SO, HOW MANY? \_\_\_\_\_

### GROOM

 NAME OF GROOM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE (HOME): \_\_\_\_\_ PHONE (WORK): \_\_\_\_\_

NAME OF BEST MAN: \_\_\_\_\_ TOTAL NUMBER OF GROOM'S MEN: \_\_\_\_\_

RING BEARER? \_\_\_\_\_ IF SO, HOW MANY? \_\_\_\_\_

**GENERAL**

- Will the wheelchair elevator need to be used? \_\_\_\_\_
- Will you have a live musician? \_\_\_\_\_
- Will you have a Photographer/Videographer? \_\_\_\_\_
- Transportation? \_\_\_\_\_
- Total Number of Guests \_\_\_\_\_
- Will a unity candle be used? \_\_\_\_\_
- Provide limited seating? \_\_\_\_\_
- ❖ If yes, please list the color choice for chair banding: \_\_\_\_\_
- Use the Museum's decorations? \_\_\_\_\_
- Who will perform the ceremony? \_\_\_\_\_
- Use the Museum Sound System? \_\_\_\_\_

<b>TOTAL COST:</b> _____
<b>DEPOSIT:</b> _____
<b>BALANCE:</b> _____

❖ If so, below please list the cd and track numbers below that you will be using:

NAME	DATE	MUSEUM OFFICIAL	DATE
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**WEDDING AGREEMENT INFORMATION**

1. **Cost:** The fee for a wedding at the Wyandotte Museum is \$500.00. Wyandotte residents, bride or groom, receive a \$50.00 discount. Only the usage of the Ford-MacNichol home is provided. A \$100.00 deposit is required to hold your date and time. The remaining balance is due one (1) month prior to your ceremony. The \$100.00 deposit is non-refundable.
2. **Time:** The time limit is not to exceed two hours. Other weddings may be scheduled before and after. You will be billed accordingly. Beyond the \$500 two hour event fee, an additional \$100 will be charged for every hour thereafter.
3. **The Home:** The Ford-MacNichol Home is listed on the state and national register of historic places. Guests must be sensitive to the building and its artifacts. The undersigned is held responsible for any damage incurred during the wedding.
4. **Chairs:** The ceremony is a standing ceremony. The museum can provide limited seating (8 to 10 folding chairs) for those who need to sit. White fabric chair covers for folding chairs have multiple color banding to accentuate your event - choices are rose, blue, sage, lavender and white. Please note that seating will be limited to folding chairs. Other chairs in the house are artifacts and are not to be used - no exception.
5. **Unity Candle:** You are welcome to use a unity candle for your ceremony. The candle is placed on the parlor table. We ask that you provide a plastic cover for placement underneath the candles.
6. **Fireplace:** The fireplace in the lobby can be lit, weather permitting and upon request.
7. **Decoration:** You are free to bring in decorations for your photo session (flowers, ribbons, etc.). We ask that you not use tape, tacks, etc., to be sensitive to the historic nature of the environment. Pipe cleaners and string are acceptable to hang decorations.
8. **Museum Decorations:** The museum has a standard set of white decorations that we can put up at your request. These are bows and ribbons that are placed in the banisters and around the parlor entrance.
9. **Elevator:** An elevator lift can be operated, with prior notification, for those who cannot walk the steps.
10. **Guests:** The number of guests is not to exceed (50) persons. If the number of guests is larger than fifty, the congestion makes an uncomfortable situation for you and presents a safety problem for the museum and its artifacts.
11. **Smoking/Drinking:** No alcohol and/or smoking is permitted inside or around the Museum. Violators will be expected to pay a \$500.00 fine.
12. **Parking:** Parking is available at the rear of the Ford-MacNichol Home, rear of the Marx Home. The rear of the Nixon funeral home parking lot can also be used. Please remember that there is no parking in front of the Museum or on the north side.
13. **Music:** You are free to bring in your own music. The baby grand piano in the music room, and the pump organ in the parlor can be operated. We have a sound system in the Ford-MacNichol Home that works off of Compact Discs. We have some wedding music or you may bring in music you wish to have played.
14. **NO RICE:** We ask that you not throw rice after the ceremony. Birdseed, balloons, bubbles, etc. is acceptable. Please keep these outside the Museum.

I have read and understand the above policies regarding the Wyandotte Museum's Photo Session Rental Agreement.

Name: \_\_\_\_\_ Date: \_\_\_\_\_



## HOLD HARMLESS AGREEMENT

In consideration of the Wyandotte Historical Society, the Wyandotte Museum, and the City of Wyandotte, I, \_\_\_\_\_ hereby assume all risk and liability to the providing of services by the Wyandotte Historical Society, the Wyandotte Museum, and the City of Wyandotte and agree to hold harmless and indemnify the Wyandotte Historical Society, the Wyandotte Museum and the City of Wyandotte from all liability or responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or to the property of others arising out of or resulting from its ceremony. The undersigned agrees to hold the city harmless arising out of or resulting from its ceremony including the use of the premises.

I, \_\_\_\_\_, further hereby remise, release, and forever discharge said Wyandotte Historical Society, Wyandotte Museum, and City of Wyandotte, its officers, agents, and employees from any and all claims, demands, actions, causes of action, damages, and liabilities or arising out of, either directly or indirectly from this event. The undersigned has full legal authority to sign this agreement on behalf of the above organization and understands the City of Wyandotte is relying upon said representation.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_





## *Log Cabin Rental Agreement*

Date Requested: \_\_\_\_\_

Name/Organization: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

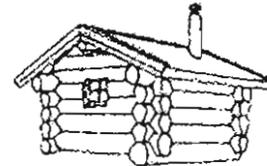
Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_

Today's Date: \_\_\_\_\_ Purpose of Rental: \_\_\_\_\_

Email: \_\_\_\_\_

### **LOG CABIN AGREEMENT INFORMATION**

- 1) **RENTAL FEES & TIMES:** As of December 2011 the rental fees for the log cabin follow:
- |          |   |
|----------|---|
| \$50.00  | Non-Profit Group or Organization during week days |
| \$80.00  | Non-Profit Group or Organization during weekends  |
| \$80.00  | All day rental for Wyandotte residents            |
| \$100.00 | All day rental for non-residents                  |



**THE RENTAL TIME IS AN ALL-DAY PERIOD FROM 9AM – 10PM.**  
**RENTAL FEE IS DUE IN ITS ENTIRETY BEFORE EVENT DATE.**

2. **DEPOSIT:** In addition to the rental fee, a \$25.00 refundable deposit is required. This deposit secures the date for your log cabin rental. If you cancel the date, the deposit is forfeit. This deposit will be returned to you if no damage occurs to the cabin, no clean-up is required, and if the keys are returned to the Museum promptly after your rental. The applicant is also held liable for all damages exceeding the twenty five dollar deposit. This deposit is best left in the form of a separate check which can be returned to you for your disposal if all the agreements in this contract are followed.
3. **KEYS:** Keys are picked up at the Museum the day before your rental and returned the day after your rental between the hours of 8am & 5pm. If the rental occurs on the weekend, keys may be picked up on Friday and returned on Monday between the hours of 8am & 5pm.
4. **CLEAN-UP:** Clean-up of the cabin is required. Clean-up by the applicant primarily consists of the following: floor is to be swept; no trash is to be left in the building – this includes the bathroom trash; party decorations removed; chairs and tables returned to their designated locations. Supplies are located in the corner closet of the cabin. Supplies are accounted for at the end of each rental and the applicant will be liable for any

missing supply items not within reasonable, anticipated use. There is a garbage can outside of the cabin to deposit trash.

5. **TABLES AND CHAIRS:** There are tables (one large, nine small) and chairs (seven folding, twelve wooden) in the building which are for your use. These tables and chairs are not to be removed from the grounds of Bishop Park. They will be accounted for at the end of each rental. You are required to place the tables and chairs in the designated location (marked in the cabin) at the end of your event. Deposit can be forfeited if this does not occur.
6. **FIREPLACE:** The fireplace may be used if prior arrangements are made with the Museum staff.
7. **ALCOHOL & TOBACCO:** No alcoholic beverages and/or smoking is allowed inside the cabin. No exceptions.
8. **OVERNIGHT:** As of January, 1998, overnights are only allowed by adult supervised scout groups. However, all persons must remain inside the cabin from 10pm to 6am (the hours in which the park is closed). Also, you, personally, will be responsible for notifying the Wyandotte Police Department that you will be sleeping inside the cabin on your rented date. Overnight groups must vacate the cabin by 9am the next morning – someone else may have rented the cabin the next day.
9. **CANCELLATION:** Cancellation of rental date will result in your deposit being forfeited.
10. **FURNACE:** The cabin has a furnace located inside. The control is on the outside bathroom wall. You may turn the furnace up during your rental. After you are finished, you are required to return the control to 60 degrees. Deposit can be forfeited if this does not occur.
11. **HOLD-HARMLESS AGREEMENT:** The Hold-Harmless Agreement below must be filled out in order to rent the facility.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Museum Official's Signature

\_\_\_\_\_  
Date

DEPOSIT: \$25.00

CHECK:  CASH:  DATE: \_\_\_/\_\_\_/\_\_\_

RENTAL FEE: \$ \_\_\_\_\_

PIF:

CHECK:  CASH:  DATE: \_\_\_/\_\_\_/\_\_\_



### HOLD HARMLESS AGREEMENT

In consideration of the Wyandotte Historical Society, the Wyandotte Museum, and the City of Wyandotte, I, \_\_\_\_\_ hereby assume all risk and liability to the providing of services by the Wyandotte Historical Society, the Wyandotte Museum, and the City of Wyandotte and agree to hold harmless and indemnify the Wyandotte Historical Society, the Wyandotte Museum and the City of Wyandotte from all liability or responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or to the property of others arising out of or resulting from its event. The undersigned agrees to hold the city harmless arising out of or resulting from its ceremony including the use of the premises.

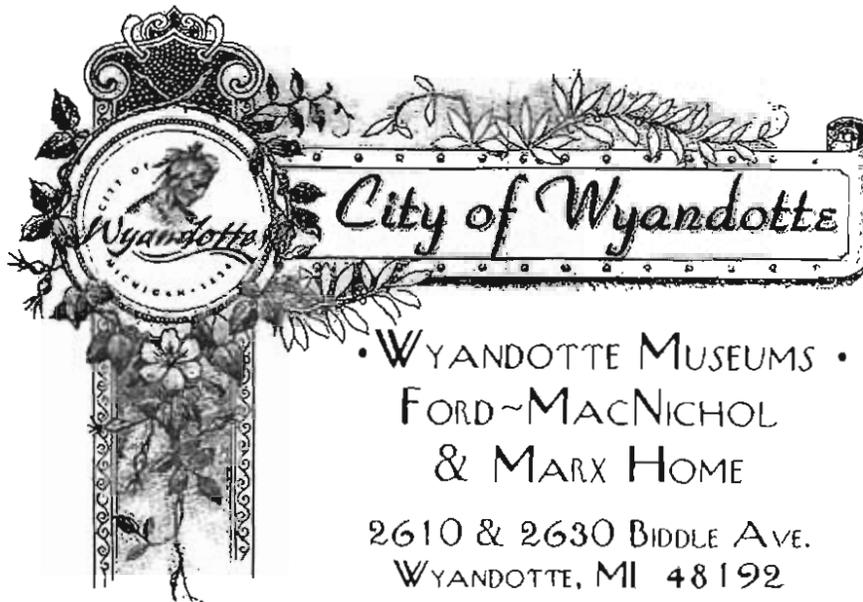
I, \_\_\_\_\_ further hereby remise, release, and forever discharge said Wyandotte Historical Society, Wyandotte Museum, and City of Wyandotte, its officers, agents, and employees from any and all claims, demands, actions, causes of action, damages, and liabilities arising out of, either directly or indirectly from this event. The undersigned has full legal authority to sign this agreement on behalf of the above organization and understands the City of Wyandotte is relying upon said representation.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name (Print): \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_



PHONE • 734.324.7297 • FAX • 734.324.7283

## General Rental Agreement

DATE OF EVENT: \_\_\_\_\_ EXACT START TIME OF EVENT: \_\_\_\_\_

ENTER BUILDING AT: \_\_\_\_\_ LEAVE BUILDING AT: \_\_\_\_\_

*\*Rental Agreement is a total of two hours\**

Name/Organization: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_

Today's Date: \_\_\_\_\_ Purpose of Rental: \_\_\_\_\_

### GENERAL RENTAL AGREEMENT INFORMATION

1) **RENTAL FEES & TIMES:** As of October 2011 the rental fees for either the Ford-MocNichol Home, 2610 Biddle Avenue, or The Marx Home, 2630 Biddle Avenue, are as follows:

- |          |   |
|----------|---|
| \$500.00 | Two Hour Rental (including \$100.00 Non-Refundable Deposit)     |
| \$100.00 | Additional Refundable Food Deposit                              |
| -\$50.00 | Wyandotte Resident Discount                                     |
| \$100.00 | Non-Profit Two Hour Rental (deposit included, see 3 on reverse) |

<b>TOTAL COST:</b> _____
<b>DEPOSIT:</b> _____
<b>BALANCE:</b> _____

### **GENERAL**

- Will the wheelchair elevator need to be used? \_\_\_\_\_
- Total Number of Guests \_\_\_\_\_
- Provide limited seating? \_\_\_\_\_
  - ❖ If yes, please list the color choice for chair banding: \_\_\_\_\_
- Will you have food and/or drinks at your event? \_\_\_\_\_
- Will you have a live musician? \_\_\_\_\_
- Will you use the Museum Sound System? \_\_\_\_\_
  - ❖ If so, below please list the CD and track numbers below that you will be using: \_\_\_\_\_

NAME	DATE	MUSEUM OFFICIAL	DATE
------	------	-----------------	------

## GENERAL EVENT AGREEMENT INFORMATION

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1. **Time:** The time limit is not to exceed two hours. Other events may be scheduled before and after. You will be billed accordingly. Beyond the \$500.00 two hour event fee, an additional \$100.00 will be charged for every hour thereafter. All activities must be completed within the specified timeframe, including catering activities, clean-up, and decoration.
2. **Cost:** The fee for an event at the Wyandotte Museum, either 2610 or 2630 Biddle Ave, is \$500.00. Wyandotte residents receive a \$50.00 discount. Only the usage of one building is provided for the preceding fee. A \$100.00 non-refundable deposit is required to hold your date and time. The remaining balance is due one (1) month prior to your event. Cancellation or failure to adhere to the policies stated here will result in the forfeit of your deposit.
3. **Non-Profit Cost:** The fee for a non-profit event at the Wyandotte Museum (2630 Biddle only) is \$100.00. This fee includes your non-refundable deposit. Non-profits do not receive the Wyandotte Resident Discount of \$50.00.
4. **The Home:** The Ford-MacNichol Home and Marx Home are listed on the state and national register of historic places. Guests must be sensitive to the building and its artifacts. The undersigned is held responsible for any damage incurred during the event.
5. **Chairs:** The museum can provide limited seating (8 to 10 folding chairs) for seating. White fabric chair covers for folding chairs have multiple color banding to accentuate your event – choices are rose, blue, sage, lavender and white. Please note that seating will be limited to folding chairs. Other chairs in the house are artifacts and are not to be used – no exception.
6. **Fireplace:** The fireplace in the lobby of the Ford-MacNichol Home (2610 Biddle Avenue) can be lit, weather permitting and upon request.
7. **Decoration:** You are free to bring in decorations for your event. Decorations you bring in will be limited to use in the Dining Room and Foyer of the Ford-MacNichol Home, and the large front room of the Marx Home. We ask that you not use tape, tacks, etc., to be sensitive to the historic nature of the environment. Pipe cleaners and string are acceptable to hang decorations. Table arrangements are appropriate. No candles are permitted – no exceptions.
8. **Elevator:** An elevator lift can be operated, with prior notification, for those who cannot walk the steps.
9. **Guests:** The number of guests is not to exceed fifty (50) persons at the Ford-MacNichol Home, or thirty (30) seated guests or twenty-four (24) guests at tables, at the Marx Home. If the number of guests is larger than the suggested amounts, the congestion makes an uncomfortable situation for your guests and presents a safety problem for the museum and its artifacts.
10. **Smoking/Drinking:** No alcohol and/or smoking is permitted inside or around the Museum. Violators will be expected to pay a \$500.00 fine.
11. **Parking:** Parking is available at the rear of the Ford-MacNichol Home, rear of the Marx Home. The Nixon funeral home parking lot can also be used. Please remember that there is no parking in front of the Museum or on the north side.
12. **Music:** You are free to bring in your own music. The baby grand piano, in the music room, and the pump organ in the parlor can be operated. We have a sound system in the MacNichol Home that works off of Compact Discs. We have some wedding and classical music or you may bring in music you wish to have played.
13. **Staff:** A Museum staff person will be in attendance for the duration of your event to assist and answer any questions you may have.
14. **Food:** The below guidelines are applicable if you plan to have either food or drinks for guests at your event:
  - a. An additional \$100 refundable deposit is required if food is consumed as part of the event. The deposit will be forfeited if damage occurs as a result of food at the event, i.e., spilled drinks, food stains, etc.
  - b. There is no preparation of food on-site – food must be brought in cooked or ready to be served.
  - c. No Sterno cans or candles are permitted to heat food.
  - d. Serving and consumption of food will be limited to the areas specified below. The Museums are historic structures containing artifacts and exhibit spaces – **the designated eating and drinking areas will be strictly enforced.**
    - i. At the Ford-MacNichol Home, eating and drinking is permitted in the Dining Room and Front Porch only. No exceptions. Food and/or drinks are not to be carried through the house into the exhibit areas.
    - ii. At the Marx home, eating and drinking are permitted on the first floor only. Food is to be set-up in the Kitchen only.
  - e. Food must be cleaned up and carried away at the end of the event.

---

 I have read and understand the above policies regarding the Wyandotte Museum's General Rental Agreement.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## HOLD HARMLESS AGREEMENT

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In consideration of the Wyandotte Historical Society, the Wyandotte Museum, and the City of Wyandotte, I, \_\_\_\_\_ hereby assume all risk and liability to the providing of services by the Wyandotte Historical Society, the Wyandotte Museum, and the City of Wyandotte and agree to hold harmless and indemnify the Wyandotte Historical Society, the Wyandotte Museum and the City of Wyandotte from all liability or responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or to the property of others arising out of or resulting from its ceremony. The undersigned agrees to hold the city harmless arising out of or resulting from its ceremony including the use of the premises.

I, \_\_\_\_\_, further hereby remise, release, and forever discharge said Wyandotte Historical Society, Wyandotte Museum, and City of Wyandotte, its officers, agents, and employees from any and all claims, demands, actions, causes of action, damages, and liabilities or arising out of, either directly or indirectly from this event. The undersigned has full legal authority to sign this agreement on behalf of the above organization and understands the City of Wyandotte is relying upon said representation.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_



**OFFICIALS**

William R. Griggs  
CITY CLERK

Andrew Swiecki  
CITY TREASURER

Colleen A. Kehn  
CITY ASSESSOR



**MAYOR**  
Joseph Peterson

**COUNCIL**  
Todd M. Browning  
James R. DeSana  
Sberi M. Sutherby-Fricke  
Daniel Galeski  
Leonard T. Sabuda  
Lawrence Stec

TIMOTHY BEAKER, INTERIM SUPERINTENDENT OF RECREATION  
RECREATION, LEISURE & CULTURE DEPARTMENT  
tbeaker@wyan.org

December 14, 2011

Honorable Mayor Joseph Peterson  
and City Council  
City of Wyandotte

Dear Mayor Peterson and Council Members:

At the meeting of December 13, 2011, the Wyandotte Recreation Commission reviewed information compiled by the Interim Superintendent of Recreation for the acceptance of a lease agreement extension with Pifer, Inc., of Holly, Michigan, for 38 reconditioned gas and electric E-Z-Go golf cars w/tops.

The new lease extension is a full-service lease for \$650 per cart/per year. Yearly payments are as follows:

- 2012 - \$24,699.96
- 2013 - \$24,699.96
- 2014 - \$24,699.96

A motion was made by Commissioner Loya, and supported by Commissioner Merritt, to recommend to your honorable body the acceptance of this lease agreement extension.

Sincerely Yours,

Tim Beaker  
Interim Superintendant of Recreation

TB:tj

Tj:mc-Golf Cars 12-14

Resolved by the City Council that Council hereby approves the three year lease agreement extension with Pifer, Inc., of Holly, Michigan, for 38 reconditioned gas and electric E-Z-Go golf cars w/tops in the amount of \$24,699.96 per year.

LEASE AGREEMENT

Pifer Inc. (hereinafter called "Lessor"), 8341 E. Holly Rd. Holly, MI 48442

hereby agrees to lease to Wyandotte Golf Course (hereinafter called

"Lessee"), with its principal place of business 3625 Biddle St. Wyandotte, MI 48192

the personal property specified herein under the following terms and conditions of this Agreement dated December 6, 2011

1. **EQUIPMENT** – The term Equipment as used herein shall refer to the items listed on Schedule B which is attached hereto and incorporated herein by reference. Lessee acknowledges that the Equipment is of a size, design, description, and manufacture as selected by Lessee, and that Lessee is satisfied that the Equipment is suitable for Lessee's purposes.
2. **TERM** – The term of the lease is non-cancellable and shall commence upon the actual delivery to Lessee of the Equipment ~~on any portion thereof~~ and continue for a period ending 36 months after the first day of the 1st month succeeding the commencement date.
3. **RENT** – Lessee agrees to remit to Lessor payments as specified on Schedule A, which is attached hereto and incorporated herein by reference. Any payment past due shall accrue late charges from the due date at the lower of (a) Lessor's then prevailing late charge rate, or (b) the highest rate permitted by law.  
Each payment made pursuant to this Lease shall be applied first to any charges or other expenses due under the terms of this Lease and the remaining balance, if any, to any Rent then due.
4. **WARRANTIES** –  
(a) Lessee acknowledges that Lessor is not the manufacturer or seller of the Equipment. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF THE EQUIPMENT, OR ITS FITNESS FOR A PARTICULAR PURPOSE, OR THE DESIGN OR CONDITION OF THE EQUIPMENT, OR THAT THE EQUIPMENT SATISFIES THE REQUIREMENTS OF ANY LAW, GOVERNMENTAL REGULATION, CONTACT, OR SPECIFICATION.
5. **TITLE TO EQUIPMENT** – Lessee shall have no right, title or interest in the Equipment, except a leasehold interest to possess and use the Equipment during the term of the lease subject to the terms hereof. The Equipment is and shall remain personal property and shall not become part of Lessee's physical plant. Lessor shall have the right to display notice of its ownership on the Equipment by affixing to each piece of Equipment in a conspicuous place such metal plate, or other form of notice that Lessor may reasonably require and Lessee will not alter, deface, cover, obscure, or remove such ownership notice. Except as provided in Section 20, upon termination of this Lease, Lessor shall be entitled to all Equipment leased herein and the Lessor or the Lessor's designates shall have the right to enter the Lessee's premises and remove same. It is understood and agreed that for all purposes this Agreement is intended to be a lease and that Lessee does not hereby acquire right, title, or interest to any Equipment leased hereunder, except the right to use the same under the terms provided herein.
6. **LIENS AND ALTERATIONS** – Lessee will keep Equipment free from any liens, claims or encumbrances and will not without the prior written consent of Lessor, make or suffer any changes, alterations, improvements or remove any parts, accessories or attachments other than in the course of routine maintenance.
7. **USE OF EQUIPMENT** – Lessee agrees and warrants that the Equipment leased herein will not be used or operated in violation of any law, ordinance or governmental regulation.
8. **ASSIGNMENT** – This Agreement and all rights of Lessor hereunder may be assigned by Lessor at any time without Lessee's consent, and after notice to Lessee of such assignment, Lessee agrees thereafter to make all lease payments hereunder to Lessor's assignee. In the event of any such assignment, the Lessee agrees that it shall not assert against Lessor's assignee, any defense, deduction, claim, counter claim or set off which Lessee may have against Lessor, whether arising out of this agreement or any other transaction or otherwise. After any such assignment all references to "Lessor" herein shall refer to the Lessor's assignee, and such assignee shall have all rights, privileges and remedies of Lessor hereunder. Lessee shall not sell, transfer, assign, sublease, convey or pledge its interest in or to this Lease or the Equipment without the prior written consent of Lessor and any such sale, transfer, assignment, sublease, conveyance or pledge, whether by operation of law or otherwise, without the prior written consent of Lessor shall be void. Should the Lessee sell the golf club, he will notify the Lessor and the Lease Agreement will be transferred to the new owner.
9. **STORAGE** – The Lessee assumes the responsibility for the safe housing indoors or under suitable cover of Equipment during the night and non-utilized periods. The Lessee shall be required to repair all flat tires. Additional tires mounted on rims will be provided by the Lessor.
10. **INSPECTION BY LESSOR** – Lessee agrees that Lessor or Lessor's agent shall have the right, during Lessee's normal operating hours, to inspect the Equipment and the maintenance records of the Equipment. Upon inspection, Lessor may serve written notice to Lessee should there be incidence of noncompliance with the terms of this Agreement. If after ten (10) days from the date of such notice said non-compliance has not been corrected to the reasonable satisfaction of Lessor, Lessor shall have the option to:
  - (A) effect the necessary repairs and collect the cost of said repairs from Lessee;
  - (B) take possession of the subject Equipment and collect from the Lessee the cost of repairing the Equipment, all owing and unpaid lease payment and an amount equal to six times the monthly rental payment;
  - (C) declare Lessee in default of this Agreement, and proceed to exercise its rights under Section 16 hereof.
11. **INSURANCE** – Lessee will, at its sole expense, carry hazard

- property damage, and public liability insurance with respect to the Equipment and the use thereof, in such amounts and with such insurers as are reasonably satisfactory to Lessor, and such insurance policies shall name Lessor as an insured thereunder, and provide for at least thirty (30) days written notice of cancellation to Lessor. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability if any, and the balance to Lessee. The proceeds of any fire, theft and extended coverage insurance with respect to the Equipment shall be payable solely to Lessor and shall be applied by Lessor toward the payment of Lessee's obligations hereunder and any balance of the proceeds shall be the property of the Lessor, provided that at Lessor's option such proceeds may be used for the repair or replacement of the affected Equipment.
12. **PERFORMANCE OF OBLIGATIONS OF LESSEE BY LESSOR** — If Lessee fails to timely and properly perform any of its obligations hereunder, Lessor may, but shall not be obligated to perform such obligations on behalf of Lessee, and the cost of such performance and the amount of the reasonable expenses of Lessor incurred in connection with such performance together with late charges of the rate specified in section 3 for late payments, shall be payable by Lessee upon demand by Lessor and such action by Lessor shall not be deemed a cure or waiver of any default of Lessee hereunder. Gasoline, E-Z Go Oil, or electricity required for the operation of said cars shall be furnished by the Lessee. Lessee agrees that he will not permit any other electrical or mechanical golf cars to be operated on said golf course except for member-owned cars. Lessee also agrees the golf car will not be used as a maintenance vehicle, carrying refreshments, or picking up balls from the driving range.
13. **LOSS OR DAMAGE** — Lessee shall bear the entire risk of loss, theft, partial or complete destruction, or damage of any Equipment from any cause whatever, whether or not insured against. In the event of loss or damage to any Equipment heretofore stated, Lessee shall pay to the Lessor the sum of the following:
- (A) all rent and all other sums due and owing in respect to such unit at time of such loss or damage plus:
  - (B) a residual value as specified on schedule A which is attached hereto.
- Upon Lessor's receipt of such payment, Lessee shall be entitled to Lessor's interest in such Equipment, for salvage purposes, in its then condition and location, "AS IS", "WHERE IS".
14. **TAXES** — Lessee will pay, or reimburse Lessor, for any and all sales use, property and any other taxes now or hereafter imposed by any state, federal or local government based upon the ownership, leasing, renting, sale or possession or use of the Equipment whether the same be assessed to the Lessor or Lessee, together with any penalties or interest in connection therewith, except taxes imposed or measured by the net income of the Lessor.
15. **INVESTMENT TAX CREDIT INDEMNIFICATION** — It is hereby agreed that Lessee shall indemnify and hold harmless Lessor from and against any loss or liability incurred by Lessor by reason of any disposition or other disqualifying use of the Equipment by Lessee affecting the Investment Tax Credit allowed for the Equipment under the Internal Revenue Code of 1954, as amended.
16. **DEFAULT** — The occurrence of any of the following events shall, at the option of the Lessor, terminate this lease and Lessee's right to possession of the Equipment.
- (A) the default by Lessee under any term, covenant, or condition of this lease;
  - (B) any act of bankruptcy or insolvency or reorganization or receivership or assignment or levy by or against Lessee.
- Upon the happening of any of the above events, Lessor reserves the right to:
- (A) enter any premises where any Equipment shall be located and remove or retain same without being liable to any suit, action, defense or other proceeding by Lessee;
  - (B) sell at public or private sale or lease any portion of said Equipment, and apply the proceeds of such sale or lease, after deducting all costs incurred by Lessor including, but not limited to repair costs, recovery fees, storage costs, and attorney's fees, against the amounts then due or thereafter to become due by Lessee under the Lease. If such proceeds are less than the present amounts due plus any future amounts due, Lessee shall immediately pay Lessor the difference;
  - (C) recover from Lessee all amounts due or to become due herein and/or
  - (D) pursue any other remedy at law or in equity whether or not covered in this Agreement.
17. **NOTICE AND PAYMENTS** — All communications which may be or are required by Lessor or Lessee shall be in writing. Communications to the Lessor shall be addressed to:
- PIFER INC.
18. Such option shall be exercised by giving Lessor written notice of same no later than 30 days prior to the expiration of this Lease. The purchase price for the Equipment shall be as stated in Schedule A which is attached hereto. Lessee shall take title to the Equipment "AS IS, WHERE IS."
19. **SAVING CLAUSE** — In the event that any terms and provisions of this Agreement are in violation of, or prohibited by, any law, statute or ordinance of the state, or country in which it is used, the remainder of this Agreement shall not be invalidated.
20. **INDEMNIFICATION** — Lessee hereby agrees to indemnify, defend and hold Lessor, its agents, employees, successors and assigns, harmless from any and all claims, actions, demands, losses, damages, fines, penalties and liabilities, including expenses and attorney's fees and from any and all injuries or deaths of persons or damage to property, however arising, from or incident to this Lease Agreement and the action contemplated herein.
21. **ADDITIONAL DOCUMENTS** — Lessee agrees to execute, or obtain and deliver to Lessor, at Lessor's request, such additional documents as Lessor may reasonably deem necessary to protect Lessor's interest in the Equipment and in this Agreement, including, without limitation, financing statements, landlord's waivers, and mortgagee's waivers. Lessee shall pay, or reimburse Lessor on demand any filing fees or expenses incurred in connection with such additional documents. The execution of financing statements, or the filing of the same shall be for information purposes only and shall not be construed as an intention by the parties that the Equipment is being sold to Lessee under this Agreement.
22. **ENTIRE AGREEMENT** — The parties agree that this instrument, together with attached Schedules and Addenda (if any) constitute the entire Agreement between the parties and that no verbal understanding not incorporated in this document is binding upon either party. Both parties covenant to fulfill the obligations imposed upon them and waive any specific rights granted by state laws which might allow them to evade their respective responsibilities.

23 The following schedule or schedules is/are hereby made part of this Agreement

Schedule \_\_\_\_\_

Schedule \_\_\_\_\_

Schedule \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto, authorize their proper officers to execute this Agreement on the day and year first written above.

In the Presence of:

LESSOR \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

In the Presence of:

LESSEE \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE A

Equipment Description 38 Reconditioned Gas & Electric E-Z-Go Golf Cars W/Tops

Serial No. \$650.00 Per Car Per Year Full Service Lease  
1 Free Beverage Car

Payment Schedule (not including sales tax) - Payment due on the 1st of the month.

	2012	2013	2014	_____	_____
April	<u>\$4,116.66</u>	<u>\$4,116.66</u>	<u>\$4,116.66</u>	_____	_____
May	<u>\$4,116.66</u>	<u>\$4,116.66</u>	<u>\$4,116.66</u>	_____	_____
June	<u>\$4,116.66</u>	<u>\$4,116.66</u>	<u>\$4,116.66</u>	_____	_____
July	<u>\$4,116.66</u>	<u>\$4,116.66</u>	<u>\$4,116.66</u>	_____	_____
August	<u>\$4,116.66</u>	<u>\$4,116.66</u>	<u>\$4,116.66</u>	_____	_____
September	<u>\$4,116.66</u>	<u>\$4,116.66</u>	<u>\$4,116.66</u>	_____	_____

Lessee \_\_\_\_\_

Lessor \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

SCHEDULE B

1. **LEASED PROPERTY:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following machinery and equipment together with all current or subsequent attachments, accessories, tools, and substitutions (the "Leased Property"):

Model and Description

Serial Number

2. **LOCATION OF LEASED PROPERTY:** The Leased Property shall be located by Lessee at the following address and shall not be moved or relocated without Lessor's prior written consent:
3. **INSTALLATION:** Lessee shall be responsible at its sole expense: (1) for all start-up costs; (2) for delivering all consents reasonably necessary in Lessor's judgment for installation use and removal of the Leased Property; and (3) for obtaining all permits, waivers of encumbrances and evidence of recordation reasonably necessary in Lessor's judgment with respect to the premises where the Leased Property is being installed. Lessor may elect (but is not obligated) to obtain such approval or to discharge such encumbrances, and in that event, Lessee shall reimburse Lessor promptly upon receipt of notices thereof. If installation is delayed for any reason other than Lessor's failure to tender the Leased Property, all charges shall still be due from and after the date this Lease commences under Section 2.
4. **INSPECTION AND ACCEPTANCE:** Within 30 days of delivery of the Leased Property, Lessee shall deliver a written notice to Lessor acknowledging acceptance or noting rejection. If notice is not received, it shall be conclusively presumed that Lessee has fully inspected the Leased Property, determined that it is in good repair, appearance and operating condition, and that it is fully accepted.

Lessee \_\_\_\_\_

Lessor \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



MAYOR  
Joseph Peterson

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

TIMOTHY BEAKER, INTERIM SUPERINTENDENT OF RECREATION  
RECREATION, LEISURE & CULTURE DEPARTMENT  
tbeaker@wyan.org

December 14, 2011

Honorable Mayor Joseph Peterson  
And City Council  
City of Wyandotte

Dear Mayor Peterson and Council Members:

Please find attached contracts for the 2012 Benjamin F. Yack  
Recreation Center events:

- ❖ Lions Club Flea Market April 14 & 15, 2012
- ❖ North American Model Engineering Expo April 20, 21, 22, 2012
- ❖ SWCCC Business Expo May 3, 4, 5, 2012
- ❖ Walk MS May 19, 2012
- ❖ Southgate High School Graduation June 6, 2012
- ❖ Woodhaven High School Graduation June 12, 2012
- ❖ Roosevelt High School Graduation June 14, 2012
- ❖ Circus Pages June 16, 2012

The executed hold harmless agreements, general conditions and  
insurance certificates for each event are on file at the Yack Arena.

Your approval is appreciated.

Sincerely yours,

Tim Beaker  
Interim Superintendent of Recreation

Resolved by the City Council that Council hereby approves the Benjamin F. Yack Recreation Center rental contracts for the

- ❖ Lions Club Flea Market April 14 & 15, 2012
- ❖ North American Model Engineering Expo April 20, 21, 22, 2012
- ❖ SWCCC Business Expo May 3, 4, 5, 2012
- ❖ Walk MS May 19, 2012
- ❖ Southgate High School Graduation June 6, 2012
- ❖ Woodhaven High School Graduation June 12, 2012
- ❖ Roosevelt High School Graduation June 14, 2012
- ❖ Circus Pages June 16, 2012

as submitted by the Interim Superintendent of Recreation and authorizes the Mayor and City Clerk to sign said Contracts.

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

This permit, granted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to Wyandotte Lions Club Flea Market , April 14 & 15, 2012, hereinafter called the "**Permittee.**"

***Witnesseth:***

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

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

Building Rental is \$1,250.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with Item #1 of **General Conditions** (attached).
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Events Manager.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- \$250 Security Deposit is non-refundable in case of cancellation by Permittee. **Security Deposit to accompany this Contract.**

- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,250.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz Wyandotte Lions Club Flea Market, April 14 & 15, 2012

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

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.
- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations attached hereto are made a part of hereof and shall apply in every respect.

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

IN PRESENCE OF:

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

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Mayor Joseph Peterson

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
City Clerk William R. Griggs

WYANDOTTE LIONS CLUB  
Permittee

\_\_\_\_\_  
Witness

By Andrew A. Swiecki  
Signature

ANDREW SWIECKI, CHAIRMAN/VICE PRES.  
(Print Name and Title)

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

This permit, granted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to **North American Model Engineering Expo, Friday, April 20, Saturday, April 21 and Sunday, April 22, 2012** hereinafter called the "***Permittee.***"

***Witnesseth:***

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

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

Building Rental is \$1,250.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with Item #1 of **General Conditions** (attached).
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Events Manager.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- \$250 Security Deposit is non-refundable in case of cancellation by Permittee. **Security Deposit to accompany this Contract.**

- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,250.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz to **North American Model Engineering Expo, Friday, April 20, Saturday, April 21, and Sunday, April 22, 2012.**

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

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.
- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations attached hereto are made a part of hereof and shall apply in every respect.

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

IN PRESENCE OF:

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

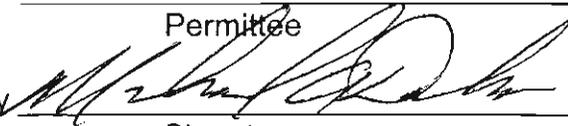
\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Mayor Joseph Peterson

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
City Clerk William R. Griggs

\_\_\_\_\_  
Witness

Permittee  
By   
Signature

MICHAELA DAWAKO PRESIDENT  
(Print Name and Title)

## BENJAMIN F. YACK RECREATION CENTER RENTAL CONTRACT

City of Wyandotte, Michigan

This permit, granted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to Southern Wayne County Chamber of Commerce 3-Day Business Expo, May 3, 4, and 5, 2012 hereinafter called the "**Permittee.**"

### **Witnesseth:**

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

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

Building Rental is \$1,250 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air conditioning, normal janitorial service, heat, lighting, water, tables/chairs, electrical drops, pipe & drape display, dumpsters, concession facility and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with Item #1 of **General Conditions** (attached).
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Events Manager.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- \$250 Security Deposit is non-refundable in case of cancellation by Permittee. **Security Deposit to accompany this Contract.**

- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,250.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz Southern Wayne County Chamber of Commerce 3-Day Business Expo - May 3, 4, and 5, 2012.

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

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.
- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations attached hereto are made a part of hereof and shall apply in every respect.

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

IN PRESENCE OF:

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

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Mayor Joseph Peterson

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
City Clerk William R. Griggs

Mary J. Street  
Witness

\_\_\_\_\_  
Permittee  
By Mary E. Toth-Pottorff  
Signature  
Mary Toth-Pottorff - Event Coordinator  
(Print Name and Title)

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

This permit, granted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to National Walk MS – May 19, 2012, hereinafter called the "**Permittee.**"

***Witnesseth:***

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

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

Building Rental is \$1,250.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with Item #1 of **General Conditions** (attached).
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Events Manager.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- \$250 Security Deposit is non-refundable in case of cancellation by Permittee. **Security Deposit to accompany this Contract.**
- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,250.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz National Walk MS – May 19, 2012

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

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.
- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations attached hereto are made a part of hereof and shall apply in every respect.

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

IN PRESENCE OF:

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

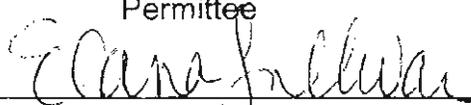
\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Mayor Joseph Peterson

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
City Clerk William R. Griggs

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Permittee  
By   
Signature

ELANA SULLIVAN, PRESIDENT  
(Print Name and Title)

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

This permit, granted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to Southgate Anderson High School, June 6, 2012, hereinafter called the "**Permittee.**"

***Witnesseth:***

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

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

Building Rental is \$1,250.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with Item #1 of **General Conditions** (attached).
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Events Manager.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- \$250 Security Deposit is non-refundable in case of cancellation by Permittee. **Security Deposit to accompany this Contract.**

- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,250.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz Southgate Anderson High School, June 6, 2012.

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

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.
- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations attached hereto are made a part of hereof and shall apply in every respect.

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

IN PRESENCE OF:

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

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Mayor Joseph Peterson

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
City Clerk William R. Griggs

SOUTHGATE ANDERSON HIGH SCHOOL  
Permittee

Charlene Legniss  
Witness

By [Signature]  
Signature

DANIEL PHILLIPS, DIRECTOR OF BUSINESS & FINANCE  
(Print Name and Title)

## BENJAMIN F. YACK RECREATION CENTER RENTAL CONTRACT

City of Wyandotte, Michigan

This permit, granted this 17 day of October 2011, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to WOODHAVEN HIGH SCHOOL GRADUATION, JUNE 12, 2012. hereinafter called the "**Permittee.**"

### **Witnesseth:**

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

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

Building Rental is \$1,250.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with Item #1 of **General Conditions** (attached).
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Events Manager.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- **\$250 Security Deposit is non-refundable in case of cancellation by Permittee. Security Deposit to accompany this Contract.**

- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,250.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz WOODHAVEN HIGH SCHOOL GRADUATION, JUNE 12, 2012.

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

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.
- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations attached hereto are made a part of hereof and shall apply in every respect.

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

IN PRESENCE OF:

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

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Mayor Joseph Peterson

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
City Clerk William R. Griggs

\_\_\_\_\_  
Permittee

*D. Foster*  
\_\_\_\_\_  
Witness

By *Jay Vesperman*  
\_\_\_\_\_  
Signature

*Jay Vesperman, Asst. Principal*  
\_\_\_\_\_  
(Print Name and Title)

## BENJAMIN F. YACK RECREATION CENTER RENTAL CONTRACT

City of Wyandotte, Michigan

This permit, granted this 8<sup>th</sup> day of November 2011, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to ROOSEVELT HIGH SCHOOL GRADUATION, JUNE 14, 2012. hereinafter called the "**Permittee.**"

### **Witnesseth:**

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

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

Building Rental is \$1,250.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with Item #1 of **General Conditions** (attached).
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Events Manager.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- \$250 Security Deposit is non-refundable in case of cancellation by Permittee. **Security Deposit to accompany this Contract.**

- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,250.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz ROOSEVELT HIGH SCHOOL GRADUATION, JUNE 14, 2012.

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

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.
- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations attached hereto are made a part of hereof and shall apply in every respect.

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

IN PRESENCE OF:

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

\_\_\_\_\_  
Witness

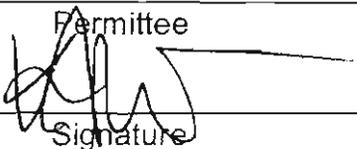
By \_\_\_\_\_  
Mayor Joseph Peterson

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
City Clerk William R. Griggs

Roosevelt High School Commencement

\_\_\_\_\_  
Witness Diane Lupo

By \_\_\_\_\_  
Permittee  
  
Signature

Ken Laub, Business Manager

\_\_\_\_\_  
(Print Name and Title)

## BENJAMIN F. YACK RECREATION CENTER RENTAL CONTRACT

City of Wyandotte, Michigan

This permit, granted this 21 day of Oct 2011 by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to Circus Pages – June 16, 2012, hereinafter called the "**Permittee.**"

### **Witnesseth:**

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

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

Building Rental is \$1,250.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with Item #1 of **General Conditions** (attached).
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Events Manager.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- \$250 Security Deposit is non-refundable in case of cancellation by Permittee. **Security Deposit to accompany this Contract.**
- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,250.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz Circus Pages – June 16, 2012.

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

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.
- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations attached hereto are made a part of hereof and shall apply in every respect.

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

IN PRESENCE OF:

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

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Mayor Joseph Peterson

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
City Clerk William R. Griggs

Virginia Torres  
\_\_\_\_\_  
Witness

Circus Pages  
\_\_\_\_\_  
Permittee

By [Signature]  
\_\_\_\_\_  
Signature

Yolanda Earhart/Manager  
\_\_\_\_\_  
(Print Name and Title)

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



9

MAYOR  
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

December 12, 2011

The Honorable Mayor Joseph R. Peterson  
And City Council  
City Hall  
Wyandotte, Michigan

Dear Mayor Peterson and City Council Members:

At the December 5, 2011, Council meeting you referred a communication from William Mioduszewski, 1838 McKinley and Jason and Aandrea Thompson, 1828 McKinley to the undersigned. Mr. Mioduszewski and Mr. and Mrs. Thompson are requesting to purchase the City owned property at 1832 McKinley.

Mr. Mioduszewski currently owns a 45' x 100' lot. On the north side of Mr. Mioduszewski's property, there is 1 foot between his house and the property line of 1832 McKinley. The City could sell Mr. Mioduszewski a 1.5' x 54' portion of the property at 1832 McKinley to allow Mr. Mioduszewski access to the north side of his home.

Mr. and Mrs. Thompson currently own 30' x 100' lot. They have requested to purchase 1832 McKinley along with the garage. The garage at 1832 McKinley is located 1.5' off the south property line and is in good condition. In order to keep the garage and sell it to Mr. and Mrs. Thompson the entire parcel would have to be sold to Mr. and Mrs. Thompson except for the 1.5' x 54' portion which would be sold to Mr. Mioduszewski. See the enclosed map.

Also, Mr. Mioduszewski's fence on the south side of his home is 15' into the City property known as Former 1842—1850 McKinley. This fence needs to be removed.

If you concur with this, the attached Resolution will recommend selling 1.5' x 54' of the 1832 McKinley to Mr. Mioduszewski for the amount of \$150 and sell the remaining property plus the garage to Mr. and Mrs. Thompson for the amount of \$3,350.00.

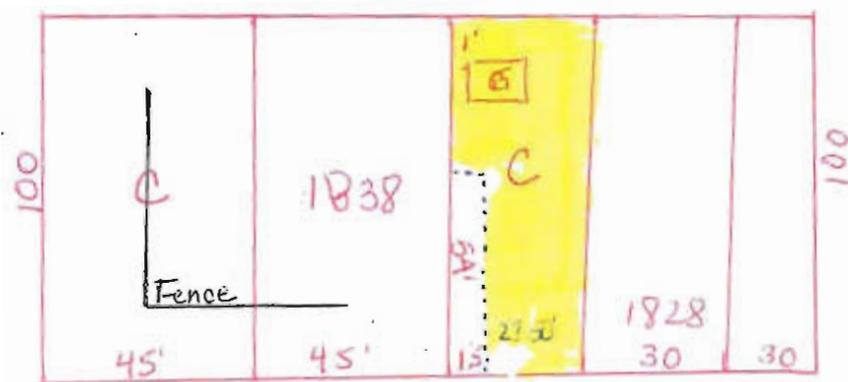
Very truly yours,

Mark A. Kowalewski  
City Engineer

MAK:kr

Enclosure

cc: Mr. Mioduszewski  
Mr. and Mrs. Thompson



# McKinley

N →



- Garage to be sold to 1828 McKinley



- Portion to be sold to 1838 McKinley 1.5' x 54'



- Portion to be sold to 1828 McKinley



- Fence on City Property

## PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineering regarding the sale of the 1832 McKinley is hereby received and placed on file; AND

BE IT FURTHER RESOVLED that Council concurs with the recommendation of the City Engineer to sell 1.5' x 54' of the property at 1832 McKinley to Mr. Mioduszewski in the amount of \$150; AND

BE IT FURTHER RESOVLED that Council concurs with the recommendation of the City Engineer to sell 28.5' of the property along with the garage at 1832 McKinley to Mr. and Mrs. Thomas in the amount of \$3,350.00; AND

BE IT FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor and Clerk are hereby authorized to sign said documents.

## Kelly Roberts

---

**From:** Colleen Keehn <assessor@wyan.org>  
**Sent:** Monday, December 12, 2011 9:55 AM  
**To:** 'Mark Kowalewski'; Kelly Roberts  
**Subject:** FW: Resolutions from the December 5, 2011 Council Meeting

Hey Mark and Kelly –

Just wanted to share with you what I know regarding the request from Mioduszewski and Thompson to purchase the property formerly known as 1832 McKinley.

The city sold Mioduszewski 15 ft back around 2003 so Mioduszewski already has a 45 x 100 ft lot. Thompson has a 30 X 100.

Mioduszewski has received a small hardship reduction on his property over the past few years. There are NO delinquent taxes owned at Wayne County for any property in question.

If we decide to split the lots – each would receive enough property to form a lot with the size of 52.5 ft.

Let me know if you want to ride by the property.

Warmest regards,  
Colleen

---

**From:** Maria Johnson [mailto:clerk@wyan.org]  
**Sent:** Tuesday, December 06, 2011 2:29 PM  
**To:** 'Bill Look'; 'Bobie Heck'; 'Cathy Mayhew'; 'City of Wyandotte Assessor'; 'Dana Browning'; 'Daniel Grant'; David Fuller; 'Deputy City Assessor'; 'Gary Ellison'; 'Greg Mayhew'; 'Heather Thiede'; 'Jim Kasuba'; 'Jody Chansuolme'; 'Joe Voszatka'; 'Kathy Trudell'; 'Kelly Roberts'; 'Laura Christensen'; 'leanne daniels'; 'Lora Eggemeyer'; 'Mark Kowalewski'; 'Mayor's Office'; 'Melanie Mccoy'; 'Michael MacDonald'; 'Michelle Pugh'; 'Natalie Rankine'; 'rec depart'; 'Robert Szczechowski'; 'Tim Beaker'; 'Todd Drysdale'  
**Subject:** Resolutions from the December 5, 2011 Council Meeting

Attached are the resolutions from the December 5, 2011 Council Meeting

The property located at 1832 McKinley was referred to the City Engineer for a review and report back to Council in two weeks (12-19-11)

The Mioduszewski's and Thompson's want TO PURCHASE parts of it.

The Agreement between the County and City of Wyandotte relative to the basketball courts is in the process of being executed.....they will be FORWARDED to the Super Of Rec when completed.

The installation of Handicap Parking signs has been APPROVED for the following addresses: 1845 Fourth and 855 Superior the resolutions have been forwarded to the Department of Public Service.

The property violations at 664 Goddard have been held in abeyance until APRIL 27, 2012.

The certified mail and 1<sup>st</sup> class mail notifications have been mailed to the interested parties relative to the SHOW CAUSE HEARING ON THE PROPERTY LOCATED AT 906 GODDARD.

**OFFICIALS**

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Kehn  
CITY ASSESSOR



**COUNCIL**

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

December 6, 2011

JOSEPH R. PETERSON  
MAYOR

RESOLUTION

William Mioduszewski  
1838 McKinley  
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda  
Supported by Councilman Todd M. Browning

RESOLVED by the City Council that the communication from William Mioduszewski, 1838 McKinley relative to the purchase of a portion of property located at 1832 McKinley is hereby referred to the City Engineer for a review and report back to Council in two (2) weeks.

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda Stec  
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on December 5, 2011.

  
William R. Griggs  
City Clerk

CC: City Engineer

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swlecki  
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

December 6, 2011

JOSEPH R. PETERSON  
MAYOR

RESOLUTION

Jason & Aandrea Thompson  
1828 McKinley  
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda  
Supported by Councilman Todd M. Browning

RESOLVED by the City Council that the communication from Jason and Aandrea Thompson, 1828 McKinley relative to the purchase of 1832 McKinley is hereby referred to the City Engineer for a review and report back to Council in two (2) weeks.

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda Stec  
NAYS: None

RESOLUTION DECLARED ADOPTED

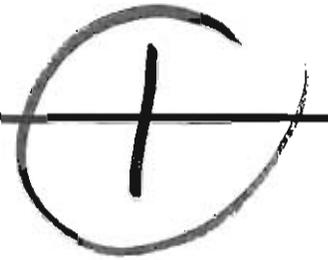
I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on December 5, 2011.

William R. Griggs  
City Clerk

CC: City Engineer

## Mayor's Office

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**From:** Bill M [unclebill40@wyan.org]  
**Sent:** Tuesday, November 29, 2011 4:24 PM  
**To:**  
**Subject:** 1832 McKinley

Mayor & City Council .

My Name is William Mioduszewski I live at 1838 McKinley and 1832 McKinley is right next door to my home. The reason why I am writing you is the Neighbor on the other side of 1832 came before you a few weeks ago that they would like to buy 1832 McKinley and they would like to have the garage left on the lot when the house comes down. and it seemed like the council was thinking it was the house across the street from me that Mr. Thompson was taking about. but that was not the case in the Matter.

I have no problem at all with Mr. & Mrs Thompson in buy the lot with the garage staying on it. the Garage is in great shape, it has a new roof , and gutters. and it would be dump if the city took it down with the house and then for the Thompson to have to build another one. the only thing that I would like is the small part of the lot that has the grass on it that runs long side of my home. I am land locked on that side of my home I have a half of foot on that side. and if I need to have work done on that side of my home I would be on there property. They are a nice couple and we get a long great with each other, but if they where ever to sell and move and I get someone else we might not get along so it would make it hard for me to work on my home.

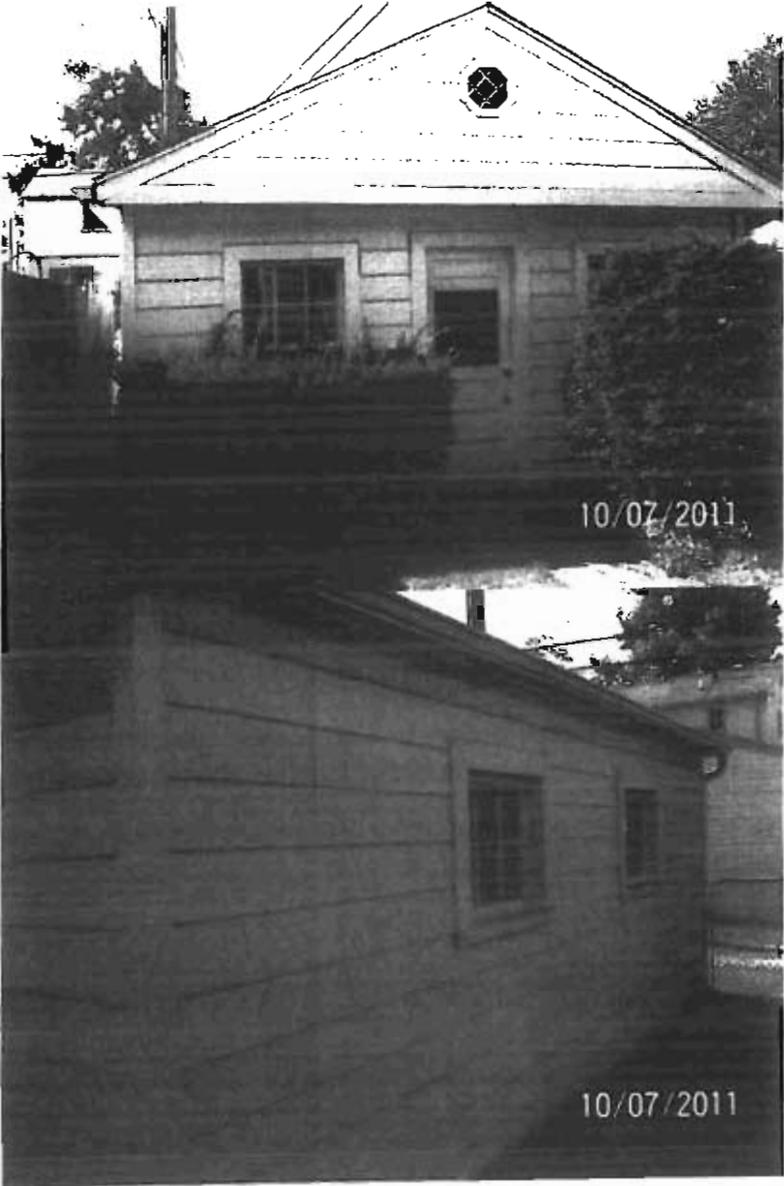
I have talked with the Thompson and they have no problem with me getting that small part of the property

Everything has been cut to this home so I know it will be coming down soon, and I would hate to see The Thompson lose out on keeping the Garage. they plan on putting in a drive way and using the Garage to keep there cars in, So it would take 2 cars off the road in the neighbor hood. I am including some pictures of the small part that I would like to get and also of the Garage they they would like to keep.

and when the house is taken down if you could talk to the company that is doing that they do not disturb that part of property long side of my home. Me and the owner of 1832 worked on that area to get the grade the rite way so I would not get water in my basement. The Thompson address is 1828 McKinley

Thank You  
William Mioduszewski  
1838 McKinley  
Wyandotte, Mi  
734- 285-4838





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

December 6, 2011

JOSEPH R. PETERSON  
MAYOR

RESOLUTION

Jason & Aandrea Thompson  
1828 McKinley  
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda  
Supported by Councilman Todd M. Browning

RESOLVED by the City Council that the communication from Jason and Aandrea Thompson, 1828 McKinley relative to the purchase of 1832 McKinley is hereby referred to the City Engineer for a review and report back to Council in two (2) weeks.

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on December 5, 2011.

  
William R. Griggs  
City Clerk

CC: City Engineer

Lat Item  
IA

Wyandotte's city council,

Jason Thompson is my name and I live at 1828 McKinley st. with my wife Aandrea. We are interested in the lot next to us at 1832 McKinley st. we understand that the previous owner sold the property to you and it is non buildable because it is only a 30ft lot. We also would like to purchase the garage that exists on the 1832 lot along with the property. I have contact Kelly Roberts about the matter and have yet to receive any follow up information. Also we attended a Monday night council meeting in relation to the matter as well. I am simply keeping in contact and wish to make everyone aware of my desire in attaining this property and the attached garage. My neighbor Bill next to the 1832 property would like to purchase five feet of the property running along side of his house starting at the front of the property and running along the side of his house only, and stopping at the back of his house.

We have been in Wyandotte for three years now and absolutely love the city and the events that happen in it through out the year. I appreciate the efforts of the council to maintain house value and city value as well. I feel that allowing us to keep the garage and purchase the lot will greatly improve the value of my surrounding neighbors property. If it were possible to simply leave the garage standing during the demolition of the rest of the house this would be a reasonable request. My wife and me are lucky enough in this economy to have jobs as nurses and plan to invest further into our property. It would be wonderful if we were able to expand our property 30 more feet. My neighbor next to 1832 McKinley st. address has verbally expressed his willingness for me to purchase this property. We appreciate your consideration in this matter and look forward to hearing back from you soon.

Jason Thompson  
Aandrea Thompson  
(734) 218-0459  
Nursejay23@yahoo.com

2011 DEC - 2 P 3: 25

WYANDOTTE CITY CLERK

## Mayor's Office

---

**From:** Jason Thompson [nursejay23@yahoo.com]  
**Sent:** Friday, December 02, 2011 3:08 PM  
**To:** lsabuda@wyan.org; mayor@wyan.org; lstec@wyan.org; tbrowning@wyan.org;  
jdesana@wyan.org; dgaleski@wyan.org; smfricke@wyan.org  
**Subject:** 1828 Mckinley requesting to purchase 1832 LOT.  
**Attachments:** Wyandotte's city council.docx

I am resending this letter. please see attached document and discuss it at the monday council meeting.

**From:** Jason Thompson <nursejay23@yahoo.com>  
**To:** "lsabuda@wyan.org" <lsabuda@wyan.org>; "mayor@wyan.org" <mayor@wyan.org>; "lstec@wyan.org" <lstec@wyan.org>; "tbrowning@wyan.org" <tbrowning@wyan.org>; "jdesana@wyan.org" <jdesana@wyan.org>; "dgaleski@wyan.org" <dgaleski@wyan.org>; "lsabuda@wyan.org" <lsabuda@wyan.org>; "smfricke@wyan.org" <smfricke@wyan.org>  
**Sent:** Monday, November 7, 2011 9:53 AM  
**Subject:** Resident request for property purchase

Wyandotte's city council,

Jason Thompson is my name and I live at 1828 McKinley st. with my wife Aandrea. We are interested in the lot next to us at 1832 McKinley st. we understand that the previous owner sold the property to you and it is non buildable because it is only a 30ft lot. We also would like to purchase the garage that exists on the 1832 lot along with the property. I have contact Kelly Roberts about the matter and have yet to receive any follow up information. Also we attended a Monday night council meeting in relation to the matter as well. I wish to make everyone aware of my desire in attaining this property and the attached garage. my neighbor Bill next to the property would like to purchase five feet of the property running along side his house starting at the front of the property and running along the length of the side of his house.

We have been in Wyandotte for three years now and absolutely love the city and the events that happen in it through out the year. I appreciate the efforts of the council to maintain house value and city value as well. I feel that allowing us to keep the garage and purchase the lot will greatly improve the value of my surrounding neighbors property. If it were possible to simply leave the garage standing during the demolition of the rest of the house this would be a reasonable request. My wife and me are lucky enough in this economy to have jobs as nurses and plan to invest further into our property. It would be wonderful if we were able to expand our property 30 more feet. My neighbor next to 1832 McKinley st. address has verbally expressed his willingness for me to purchase this property. We appreciate your consideration in this matter and look forward to hearing back from you soon.

Jason Thompson  
Aandrea Thompson  
(734) 218-0459  
[Nursejay23@yahoo.com](mailto:Nursejay23@yahoo.com)

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



MAYOR  
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

December 12, 2011

The Honorable Mayor Joseph R. Peterson  
And City Council  
City Hall  
Wyandotte, Michigan

Dear Mayor Peterson and City Council Members:

Michigan Department of Transportation (MDOT) has responded to the City's request to potentially have the intersection of Fort Street and Cedar Street reconstructed back to a two-way street during the ongoing Fort Street Project. MDOT has determined that the construction cost would be marginal and the City would not be invoiced separately for the additional work. The construction cost would be included in the City of Wyandotte's ACT 51 participating Agreement. However, the City would be responsible for the design work that would need to be done by Wade Trim, MDOT's designer for the Fort Street Project, at a cost of \$1,200.00.

This work would start after July 2012.

If it is your desire to convert Cedar Street back to a two-way street, the attached Resolution would authorize the undersigned to hire Wade Trim to provide the design work at a fee \$1,200 from Major Street Funds. (See attached.)

Very truly yours,

Mark A. Kowalewski  
City Engineer

MAK:kr  
Attachment

cc: Steve Gravlin, WadeTrim  
Gorette Yung, MDOT  
Daniel Grant, Police Chief  
Mary Jane Kittle, 2251 17<sup>th</sup> Street, Wyandotte  
Tom Talluto, 224 W. Lake Drive, Cadillac, MI 49601-9684  
3131 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-4551 • Fax 734-324-4535 • email: engineering1@wyan.org • www.wyandotte.net

Attachment:

Wade Trim provided the following design hour estimate:

Evaluate the traffic operations of the change. 1 hr

Evaluate the parking study to determine if the reduction in length would cause issues 1.5 hrs

Draw up the new configuration. 1 hr

Design drainage to accommodate the change 1 hr

Evaluate the utility conflicts 1hr

Cadd effort 2hrs

QA/QC 1.5 hrs.

Prepare package, submittal letter and deliver. 3 hrs.

Total of 12 hrs @ \$100/hour=\$1200

Mark

**From:** Gravlin, Steve [mailto:SGRAVLIN@WadeTrim.com]

**Sent:** Thursday, December 08, 2011 10:18 AM

**To:** Mark Kowalewski

**Subject:** RE: RE: Fort & Cedar

Mark-

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineering regarding the intersection of Ford Street and Cedar Street is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council hereby desires to change Fort Street and Cedar to be reconstructed by MDOT to a two-way street ; AND

BE IT FURTHER RESOLVED that the City Engineer is directed to hire Wade Trim to provide design services for said project for an amount of \$1,200.00 from Major Street Funds.

OR

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineering regarding the intersection of Ford Street and Cedar Street is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that no further actions be taken.

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

November 15, 2011

JOBSON  
RESOLUTION  
MAYOR

Mary Jane Kittle  
2251-17th Street  
Wyandotte, Michigan 48192

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

RESOLVED by the City Council that the unfinished business relative to the Cedar/Street corner reconstruction is hereby received and placed on file. AND BE IT FURTHER RESOLVED that the City Engineer is directed to continue to coordinate with the project managers as to the plans for the Cedar/Fort Street reconstruction as it pertains to the City of Wyandotte with a review and report back to Council as soon as said information becomes available.

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda Stec  
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on November 14, 2011.

*William R. Griggs*  
William R. Griggs  
City Clerk

CC: City Engineer

FYI

**Maria Johnson**

---

**From:** Mark Kowalewski [mkowalewski@wyan.org]  
**Sent:** Wednesday, November 09, 2011 4:09 PM  
**To:** 'Yungg Goretta'  
**Cc:** 'Mayor's Office'; Todd Drysdale; dgrant@wyan.org; Clerk; Kelly Roberts  
**Subject:** Fort & Cedar  
Goretta,

The Wyandotte City Council has received a request from the public to reconstruct the intersection of Fort & Cedar in Wyandotte back to a 2-way Street. You may recall the City obtained a permit to change this intersection to one-way westbound. This was to prevent cars from avoiding the signal at Fort & Northline.

Previously, cars would go east on Cedar after using the turn around which lined up with Cedar at Fort. This caused a lot of traffic problems in the neighborhood. The plans for Fort Street move this turn around further south so it will no longer line up with Cedar when construction is completed.

I desire to advise the City Council of the option to convert the Cedar/Fort intersection back to a two Street with the Fort Street construction project. Please answer the following questions. Would there be any additional cost to Wyandotte if this change were implemented? What is the approximate construction time frame for this change?

Upon receipt of your answers to these questions I will present this option to the City Council for consideration.

Thanks for your assistance again,

Mark A. Kowalewski, PE  
City Engineer  
City of Wyandotte  
3131 Biddle  
Wyandotte, MI 48192  
1-734-324-4554

# Unfinished Business

## OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swjecki  
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

October 25, 2011

## RESOLUTION

Mary Jane Kittle  
2251-17th Street  
Wyandotte, Michigan 48192

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

RESOLVED by the City Council that the communication from Mary Jane Kittle, 2251-17th Street relative to the Cedar/Fort Street corner reconstruction is hereby referred to the City Engineer and Traffic Department to determine what the configuration of Cedar and Fort Street will be with a report back to Council in three (3) weeks.

MOTION UNANIMOUSLY CARRIED

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on October 24, 2011.

William R. Griggs  
City Clerk

CC: City Engineer, Traffic Department

# Unfinished Business

2

October 17, 2011

Mayor and Council  
Wyandotte City Hall  
3131 Biddle Avenue  
Wyandotte, MI 48192

RE: Cedar/Fort Street two way re-opening.

Dear Mayor and Council:

Back in the fall of 2004 my neighbor Karen St. Martin and myself obtained almost 400 signatures from the residents of 23rd to 15th, Northline to Vinewood to re-open the corner of Cedar/Fort Street to approximately 10 signatures of residents on 23rd who wanted it to stay closed (signatures on file at city hall). Despite the vast difference in what the majority of residents wanted, it was determined that the intersection would be temporarily opened to one-way traffic heading west on Cedar out of the sub and being able to enter onto Fort Street but traffic traveling from Fort Street east onto Cedar would not be allowed until The Michigan Department of Transportation re-configured the Fort Street light a few feet south of its current position in order to "slow" down traffic that would be entering into the sub. The residents of Wyandotte were told that the city had asked the State for this light to be moved a few feet south of its current position for this purpose and it was agreed upon by the State. The city extended the sidewalk at this corner to deter traffic from entering the wrong way until it was to be re-opened. Once Fort Street was completed the sidewalk would be shorted back to standard size and the intersection re-opened to two way traffic. The re-opening was to occur in the year 2006 but with state budget being short it was moved to 2012/2013. Currently the re-configuration and re-paving of Fort Street has began. Therefore I am writing this to remind you, current Mayor and Council, of what was written, agreed upon and passed by the Mayor and Council in October of 2004 (believed it was the meeting of 10/4/2004 if you would like to view the tape for exactly what was stated and approved). Please note too that the main resident to oppose this re-opening was Sue Chlebek who lived on the south west corner of Cedar and 23rd. Since then, I believe Ms. Chlebek has moved from our fine city, Karen and myself still remain.

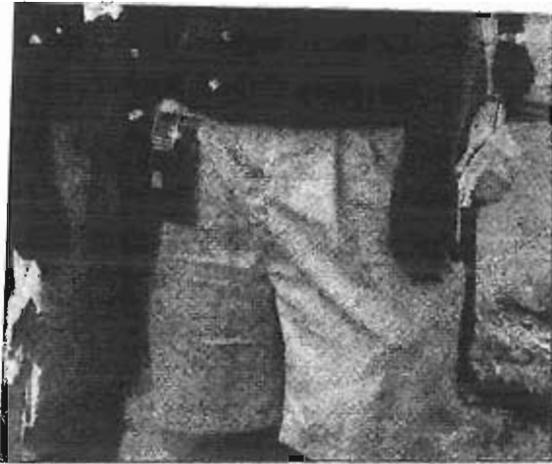
Thank you for your time in this matter, it is greatly appreciated... Looking forward to a positive response to my reminder.

Sincerely;



Mary Jane Kittle  
2251 17th Street  
Wyandotte, MI 48192

enclosure



Under Cup captain Bernhard Langer during a game. Mario (left), Sam Puppey, Mike Jarvi, Langer,

city's new police chief, replacing Robert Kish, who's leaving Oct. 2 to accept an early retirement plan being offered to many longtime city employees.

**Karnes**

"Everyone who becomes a police officer wants to one day become chief to run the place," Karnes said minutes after being named to the post. "This is kind of exciting and it's still sinking in."

The lifelong resident was one of five officers who interviewed for the top job Friday evening. He went up against Lt. Donald Gentner, Lt. John Marra, Sgt. Peggy McKeever and Sgt. Robert Steele.

Karnes was appointed by a 3-2 vote. Commissioners James Bowens and Joel Solomon both said Karnes was qualified for the job, but instead cast their vote for Marra.

Having worked 23 years for the department, Karnes said, there's not another occupation he could ever see himself being as satisfied doing.

See CHIEF — Page 12A



**Williams**

## Residents protest once 'temporary' road barricade

BY JIM KASUBA  
THE NEWS-HERALD

WYANDOTTE — Almost 400 area residents say three years is too long for a barrier that was supposed to be temporary.

The controversial barricade is on Cedar Street, between Fort and 23rd, just east of the alley.

Neighbors filled the City Council chambers at a Sept. 13 public hearing to speak on a special assessment district for a permanent barrier.

Most were vehemently opposed to a permanent barricade, although a handful favored keeping it.

Mary Jane Kittle and Karen St. Martin got 382 residents to sign petitions to reopen the street for two-way traffic. Prior to the barricade, city officials experimented with making Cedar Street from the end of the alley to 23rd a one-way street heading west, at the request of some nearby resi-

See STREET — Page 16-A



Photo by Bruce Tins

Mary Jane Kittle (left) and Karen St. Martin led a petition drive to remove this barricade on Cedar, between Fort Street and 23rd, saying that in the three years it's been up it has caused more harm than good.

9/22/04  
(10/4/04 meeting)

### INSIDE THE NEWS-HERALD

## HEADACHES

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CurrentTV	Inside



Five Sections, 74 Pages

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# STREET

Continued from Page 1-A

dents.

Kittle, who has extensively researched the issue for the past four years, said it just didn't work.

"The area from the alley to Fort Street remained a two-way street due to state regulations," Kittle said. "As you can imagine, this caused confusion when people entered onto Cedar going east and then three-quarters of the way in the street (it turned) into a one-way pointing in the opposite direction (of) which they were driving."

At the meeting, conflicting stories were told as to the reason the street was changed to a one-way, and then eventually barricaded. Most said it was a safety issue caused by traffic using Cedar to avoid the light at Fort and Ford Avenue (North Line). Others said it was related to traffic from a Fort Street bar.

"Before that barricade went up, a lot of traffic from Charlie's was going over there," Mayor Leonard Sabuda said. "A one-way street going to Fort Street prevented them from going into that neighborhood. It didn't work. Cars were still going that way."

Councilman James DeSana, who voted for the barricade in 2001, said it was his understanding that traffic coming off Fort Street was the major problem, although he didn't cite the bar specifically.

In her research, Kittle discovered that the original "petition" was actually a letter signed by residents of one block of 23rd Street from North Line to Cedar, consisting of 10 households. It was submitted on Aug. 5, 2001, and a little more than a week later, the City Council directed the city

engineer to install the temporary barricade.

Despite occasional references to traffic studies, Kittle said she could not find evidence of any, at least not recently.

"The last study I obtained through FOIA (Freedom of Information Act request) was 1991-92 from the city of Wyandotte police," Kittle said. "A state study shows that there is no more traffic on this street than any other street off Fort and it should not be blocked off."

Even without a new study, residents were almost uniform in their agreement with one fact: closing off Cedar has resulted in much more traffic along Walnut Street, the next closest east-west street south of Cedar. The same can be said of Vinewood, south of Walnut.

"The presence of this barrier causes traffic to be funneled down 23rd Street and the parallel alleyway, as well as Vinewood," said Steven Mills in a letter to the mayor and council. "A residential street, 23rd from Ford Avenue to Vinewood, is now heavily traversed and is a greatly increased danger to our children."

The council directed Police Chief William Lillienthal to survey the situation and come back to the council in three weeks with

some answers. However some people have their doubts, including Kittle, who said an accurate study can't be conducted as long as the temporary barricade remains.

Sabuda agreed that the Police Department study would, by virtue of the request, probably not be as complete as most people would like.

"You've got to take it (the barricade) down before you can see traffic patterns, and it would take more than three weeks," the mayor said.

**"The last study I obtained through FOIA was 1991-92 from the city of Wyandotte police. A state study shows that there is no more traffic on this street than any other street off Fort and it should not be blocked off."**

**— Mary Jane Kittle,  
Wyandotte resident**



**Dave LaMothe**  
Carol Bollo & Associates  
(734) 671-1150

8772 Macomb

[www.carolbollo.com](http://www.carolbollo.com)

  
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and associates

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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

October 5, 2004

JOSEPH R. PETERSON  
RESOLUTION

Chief of Police  
William J. Lilienthal  
2015 Biddle Avenue  
Wyandotte, Michigan 48192

By Councilman Johnny A. Kolakowski  
Supported by Councilman Patrick J. Sutka

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the Traffic Bureau and Chief of Police to REMOVE the barricade on Cedar Street and make Cedar Street One-Way west bound from 23rd to Fort Street. AND BE IT FURTHER resolved that 23rd and Cedar be a THREE WAY STOP and "No Turn" signs at the alley exit at Cedar be installed; along with "DO NOT ENTER SIGNS" and "NO RIGHT TURN" at Fort Street and Cedar Streets. AND BE IT FURTHER RESOLVED that a "NO RIGHT TURN" on Red Sign be immediately installed at Fort and Northline and further the City Engineer is hereby directed to extend the sidewalk on the South East Corner of Cedar and Fort thereby creating one lane of traffic on Cedar Street in a westerly direction. FURTHER the Department of Public Service is instructed to remove the barrier and implement said Traffic Orders.

YEAS: Councilmen Browning DeSana Kolakowski Paryaski Sutka Talluto

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on October 4, 2004.

*William R. Griggs*  
William R. Griggs  
City Clerk

CC: DPS, City Engineer, Traffic Bureau

WYANDOTTE CITY CLERK

7.

Honorable Mayor and  
City Council Members

November 11, 2004

Nov 10 8 11 AM '04

We come to you again representing 400 petition signers who are not happy with the results of past meetings where we have asked for consideration on the Cedar/23rd St. Barricade/inaccessibility.

Since Cedar St. Was first made a one-way westbound street, then barricaded, it has made safe access and egress to and from our sub-division difficult. You have heard testimony about increased traffic on other east/west streets, increased traffic on all numbered streets and difficult turns out of all streets on to westbound Northline.

Residents of our subdivision are taxpayers who have a concern that is not being addressed. We are simply asking that the barricade be taken down and the street be put back to a two way street. The majority of this subdivision's residents want a two way street, not a one way with an extended sidewalk or a complete barricade.

There are many ideas from residents that would help to divert or slow traffic thru that area:

1. Have the state move the traffic light currently at the Cedar St turn-around further south to the Walnut St. turn-around and close the Cedar St/ turn-around.
2. Install speed bumps on Cedar between Fort and 23 rd Sts.
3. Install "No Parking" signs on Cedar between Fort and 23<sup>rd</sup> Sts.
4. Install stop signs at every cross street between Fort and 15<sup>th</sup> Streets on Cedar Street.

But before any further changes are made to the streets in question, we are requesting a true traffic study conducted by the police department of traffic in the sub division including streets off of Fort St. We are asking that the study be turned over solely to the police department and let the department determine time needed to complete a study. Open Cedar St. to two-way traffic during the study. Unless there is clear and present danger proven by an unbiased traffic study, the only fair thing to do is to remove the one-way arrows on Cedar at Fort St. making

it permanently a two-way street.

This subdivision houses residents of all ages. We are taxpayers and voters in this city. We all have the same concerns, cares and worries. Many of us have children who live and play on other corners of other cross streets; or play, ride bikes and skate on this neighborhoods very busy streets. Our seniors drive in and out of this subdivision daily taking care of errands. Between the children and the seniors are working moms and dads who just want to get to work in the morning and get back home in the evening. Traffic and safety issues are high on everyone's list.

As the governing body of this city, you cannot cater to a small group and ignore the rights and needs of the community at large. It is the responsibility of good government to consider the needs of the community as a whole.

Sincerely,



Mary Jane Kittle  
2251 17<sup>th</sup> St.



Karen St. Martin  
2381 17<sup>th</sup> St.

cc:

News Herald  
Channel 4 News

Date:

To The Honorable Mayor  
and City Council  
Wyandotte, MI 48192

Sample  
petition

Dear Mayor and City Council Members:

We, the undersigned citizens, most respectfully petition your  
Honorable Body to remove current barrier on Cedar between 23<sup>rd</sup> & Fort Street,  
halt all plans to build a new barrier at the tax payers expense or city expense  
make Cedar open to two (2) way traffic as stated by the state of Michigan  
Safety & traffic

NAME	ADDRESS
Laurence S. Rushlow	2092-20TH WYANDOTTE
Dab Connolly	2231-21ST WYANDOTTE
Don H. Perry	2437-19 <sup>th</sup> WYANDOTTE
Doris Perry	2437 19 <sup>th</sup> WYANDOTTE
John Sherman	2237 21 <sup>ST</sup> WYANDOTTE
Stan Ostrouch	2452-17 <sup>th</sup> WYANDOTTE
Bar Blackman	2452 17 <sup>th</sup> WYANDOTTE
Judith Sherman	2297-19 <sup>th</sup> WYANDOTTE
Tom Sherman	2297-19 <sup>th</sup> WYANDOTTE
John Sherman	2297-19 <sup>th</sup> WYANDOTTE
John Sherman	2433 21 <sup>ST</sup> WYANDOTTE
Doug H	2417 18 <sup>TH</sup> WYANDOTTE

\*WARNING: Any circulator knowingly making a false statement in the above certificate or any person not a circulator who signs as such or any person or signs a name other than his own as circulator, is guilty of a misdemeanor.

I, the undersigned circulator of the above petition, assert that I am qualified to circulate this petition, that each signature on the petition was signed in my presence, that to the best of my knowledge and belief each signature is the genuine signature of the person purporting to sign said petition.

CIRCULATOR Kenneth St. Martin  
signature  
ADDRESS 2381 17<sup>th</sup>  
PHONE NUMBER 283-2866  
DATE 10-4-04

**OFFICIALS**

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



**COUNCIL**

Todd M. Browning  
James R. DeSana  
Johnny A. Kolakowski  
Mark A. Paryaski  
Patrick J. Sutka  
Tom Talluto

**LEONARD T. SABUDA  
MAYOR**

November 16, 2004

**RESOLUTION**

Mary Jane Kittle  
2251-17th Street  
Wyandotte, Michigan 48192

By Councilman James R. DeSana  
Supported by Councilman Tom Talluto

RESOLVED by the City Council that the communication from Mary Jane Kittle, 2251-17th and Karen St. Martin, 2381-17th, requesting a Police Department Traffic Study in the subdivision including streets off of Fort Street as it relates to the Cedar/23rd Street Barricade is hereby denied.

**MOTION UNANIMOUSLY CARRIED**

**RESOLUTION DECLARED ADOPTED**

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on November 15, 2004.

William R. Griggs  
City Clerk

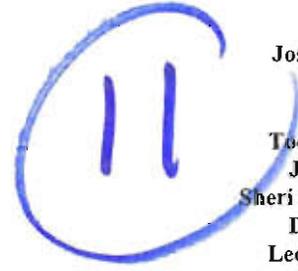
CC: Karen St. Martin, 2381-17th

**OFFICIALS**

**William R. Griggs**  
CITY CLERK

**Andrew A. Swiecki**  
CITY TREASURER

**Colleen A. Keehn**  
CITY ASSESSOR



**MAYOR**  
**Joseph R. Peterson**

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

**MARK A. KOWALEWSKI, P.E.**  
**CITY ENGINEER**

December 12, 2011

The Honorable Mayor Joseph R. Peterson  
and City Council  
City of Wyandotte  
Wyandotte, Michigan

Dear Mayor Peterson and City Council Members:

Lialand Properties, LLC has requested a ten (10) month extension to build a 7,200 square foot building on Lots 9 and 10 Biddle Subdivision (south side of Miller just west of Biddle Avenue). I recommend this request be approved.

If you concur with this recommendation, I have enclosed an Addendum to Development Agreement between the City and Lialand Properties LLC for your review and approval.

Very truly yours,

Mark A. Kowalewski  
City Engineer

MAK:kr

Enclosure

cc: Dr. Sharon, Lialand Properties, LLC  
TIFA Board

ADDENDUM TO DEVELOPMENT AGREEMENT  
BETWEEN  
CITY OF WYANDOTTE  
AND LIALAND PROPERTIS, LLC

This Addendum is made this 15 day of December, 2011, by and between the City of Wyandotte (hereinafter "City") and Lialand Properties, LLC (hereinafter "Developer").

City and Developer agree to amend the Agreement entered into September 1, 2005, by extending the requirements to construct a 7,200 square foot building consisting of two (2) floors, exterior to be complementary to the building at 1700 Biddle Avenue on Lot 9 except the west .05 feet and Lot 10 Biddle Subdivision from September 1, 2011 to July 1, 2012. Developer must "undertake development" which means the commencement of building foundations for a 7,200 square foot building on or before July 1, 2012 and complete construction of the building with a Certificate of Occupancy being issued on or before July 31, 2013.

Should Lialand Properties LLC fail to comply with the above requirements in the time required, the City of Wyandotte may repurchases Lot 9 except the west .05 feet and all of the Lot 10 Biddle Subdivision for the amount of \$19,000.00. A portion of the repurchase amount (\$19,000.00) will be applied towards the remaining balance of the land contract between the City and Lialand Properties LLC. The remaining portions will be paid to Lialand Properties LLC.

If the City exercise its options to repurchase Lot 9 except the west .05 feet and all of the Lot 10 Biddle Subdivision Lialand Properties LLC shall be responsible to execute the necessary documents to convey clear marketable title of this property to the City of Wyandotte.

Executed this 15 day of December, 2011.

Witnesses:

CITY OF WYANDOTTE

\_\_\_\_\_  
Joseph R. Peterson, Mayor

\_\_\_\_\_  
William R. Griggs, City Clerk

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Joseph R. Peterson and William R. Griggs who are the Mayor and City Clerk of the City of Wyandotte who duly executed said Addendum with full authority.

\_\_\_\_\_  
Kelly Roberts, Notary Public

My Commission Expires: February 13, 2012

Acting in Wayne County, Michigan

Witnesses:

LIALAND PROPERTIES, L.L.C.

\_\_\_\_\_  
Robert Sharon

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that Lialand Properties, LLC request for a ten (10) month extension to build is hereby approved; AND

BE IT FURTHER RESOVLED that the Mayor and City Clerk are hereby authorized to execute the Addendum to Development Agreement.

FEES  
Preliminary PD Review \$400.00  
Final PD Review \$300.00

PD PLANNED DEVELOPMENT DISTRICT  
CITY OF WYANDOTTE  
APPLICATION FOR APPROVAL

12

NOTE TO APPLICANT: Application must be submitted to the Department of Engineering and Building on Thursday before 12:00 p.m. to be placed on the Council Agenda the following Monday. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, proper site plan and required attachments are included.

The Honorable Mayor and City Council Members:

I (We), the undersigned, hereby petition the City Council to approve the Stage I Preliminary Site Plan or Final Site Plan as hereinafter required, and in support of this Application, the following facts are shown:

The property is located at 2070 Biddle Ave between Northline  
(street address) (street)  
and Spruce on the \_\_\_\_\_ side of the street, and is known as Lot (s) \_\_\_\_\_  
(street address) N-S-E-W  
of Templin Site, Subdivision,  
front footage of \_\_\_\_\_ feet and a depth of \_\_\_\_\_ feet.

The property is owned by: MJC Templin LLC Street Address 46600 Rance Plak  
(Name)  
City Macomb Twp State MI Zip 48036 Phone No. 734 250.3768 Fax No. 586 263.1203

MASTER PLAN - ORIGINAL LAND USE: Office: Medical Professional

It is proposed that the property will be put to the following use: Amend Site Pln

Attached hereto are three (3) prints of a site plan showing the lots or parcel under petition, and are drawn to scale

We attach a statement hereto indicating why, in our opinion, the development requested is necessary for the preservation and enjoyment of substantial property rights, and why such development will not be detrimental to the public welfare, or to the property of other persons located in the vicinity thereof.

Signature of Applicant: [Signature] Print Name Anthony J. LoDico

Address: Same as Above City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone No. \_\_\_\_\_

\*\*\*\*\*  
Receipt No. 43371 Date Received: 12/14/11

Engineer's Signature: [Signature]

RPC  
Stage I  
review

OFFICIALS

William R. Griggs  
CITY CLERK

CITY TREASURER  
Andrew A. Swiecki

Colleen A. Keelin  
CITY ASSESSOR



13

MAYOR  
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

December 12, 2011

The Honorable Mayor Joseph R. Peterson  
and City Council  
City Hall  
Wyandotte, Michigan

Dear Mayor and Council Members:

Attached please find Purchase Agreement for the City to acquire the following property:

1814 Biddle \$127,000.00 TIFA Area Funds –Commercial Building with 2 Apartments

If this meets with your approval, I recommend that the Department of Legal Affairs be directed to prepare the necessary sale documents and the Mayor and Clerk be authorized to execute same.

I further recommend that the undersigned be authorized to demolish same.

Very truly yours,

Mark A. Kowalewski  
City Engineer

MAK:kr

Attachment

CITY OF WYANDOTTE  
ENGINEERING DEPARTMENT

**✘ ACQUISITION ANALYSIS TOOL**

**A. Property Information**

Address: 1814 Biddle Avenue  
 City: Wyandotte Zip: 48192 Parcel ID: 57-007-06-0032-000  
 County: Wayne Neighborhood:  
 TIFA/DDA/HUD: TIFA

**B. Property Type, Condition and Characteristics**

Property Type: Other Condition: Blighted  
 Existing/Prior Use: Commercial  
 Year Built: 1917 Lot Size: 30' x 109'  
 Occupancy:  
 Zoning: B-2  
 Master Plan: Neighborhood Business  
 Comply with existing Building Code:  
 Other Amenities &/or Concerns:

**C. Property Ownership**

Ownership Type: Privately-owned  
 Owner Name: Joseph Jenkins  
 Occupied or Vacant: occupied

**D. Environmental**

Environmental Assessment Required: yes  
 Estimated Cost: \$ 2,000.00

**E. Cost Analysis Requirements**

SEV	Taxable	Market Value	Taxes Paid	Purchase Price	Demoition Cost
\$67,200	\$67,200	\$134,400	\$1,460	\$ 127,000.00	\$ 9,000.00

**F. Anticipated End Use**

Future Use: adjacent property owner at 1832 Biddle will be purchasing this property and the Former 1818 Biddle for the construction of a new building. NOTE: The building at 1832 Biddle will be removed by property owner for this new construction.

Future SEV	Future Taxable	Future Market Value	Future Taxes	Future NEZ Future Taxes
\$282,500	\$262,500	\$525,000	\$18,000	no

Benefit to Neighborhood: Removing an older building for the construction of a new commercial building

**G. ACQUISITION**

Purchase Agreement:	Amount
	\$ 127,000.00
Demoition Cost	\$ 90,000.00
Total	\$ 217,000.00

**H. APPROVALS**

City Engineer: Mark A. Kowalewski  
 Signature: \_\_\_\_\_ Title: City Engineer  
 Print Name: Mark A. Kowalewski  
 City Administrator: Todd A. Drysdale  
 Signature: \_\_\_\_\_ Title: City Administrator  
 Print Name: Todd A. Drysdale

William R. Look  
Steven R. Makowski

Richard W. Look  
(1912-1993)

**OFFER TO PURCHASE REAL ESTATE**

I, THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

{ City  
Township of  
Village

Wyandotte Wayne County, Michigan, described as follows:  
Lot 32, Biddle Subdivision as recorded in Liber 17, Page 39 Wayne County Records

being known as  
1814 Biddle Avenue, together with all improvements and appurtenances,  
including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna,  
gas conversion unit and permit \_\_\_\_\_ if any, now on the premises, and to pay  
therefore the sum of One Hundred Twenty-Seven Thousand (\$127,000.00) Dollars, subject to the existing building and  
use restrictions, easements, and zoning ordinances, if any, upon the following conditions.

**THE SALE TO BE CONSUMMATED BY: A**

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

<i>Cash Sale</i>	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
<i>Cash Sale with New Mortgage</i>	<del>B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.</del>
<i>Sale to Existing Mortgage</i>	<del>C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid title sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.</del>
<i>Sale on Land Contract</i>	<del>D. Payment of the sum of _____ Dollars, in cash or city check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.</del>
<i>Sale to Existing Land Contract</i>	<del>If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.</del>
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
<i>Time of Closing</i>	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Purchaser is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages
<i>Purchaser's Default/ Seller's Default</i>	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<i>Title Objections</i>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Possession</i>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u>  If the Seller occupies the property, it shall be vacated on or before <u>90 days after closing See Paragraph 13</u> . From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE PURCHASER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>\$500</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Purchaser in accordance with the terms of the attached Occupancy and Utility Escrow Agreement.



## PROPOSED RESOLUTION

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 1814 Biddle Avenue in the amount of \$127,000.00 to be appropriated from TIFA Area Funds; AND

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

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

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



14

MAYOR  
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

December 13, 2011

The Honorable Mayor Joseph R. Peterson  
And City Council  
City Hall  
Wyandotte, Michigan

Dear Mayor Peterson and City Council Members:

The City has entered into a Purchase Agreement with D-M Investments, LLC for the purchase of the property known as 3003-3005 Biddle Avenue. A Phase I Environment Assessment has been performed by TTL Associates, Inc. This assessment indicated asbestos containing materials that need to be removed. Environmental Specialty Services, Inc., (ESS) is currently under contract with the City for asbestos removal at the Fire Station. The undersigned has contact ESS to extend their contract to perform this work. The cost to remove the asbestos is \$29,480.00. See the enclosed proposal.

Also enclosed please find an Addendum to Purchase Agreement between D-M Investments, LLC and City of Wyandotte for the property known as 3003-3005 Biddle Avenue, Wyandotte. This Addendum will provide for two (2) items. One (1) for the separation of utilities; and two (2) accelerated payments up to twenty-seven thousand (\$27,000.00) for the environmental work with ESS.

If you concur with this recommendation the attached Resolution will authorize ESS to perform the work and the Mayor and City Clerk to execute the Addendum to Purchase Agreement.

Very truly yours,

Mark A. Kowalewski  
City Engineer

MAK:kr  
Enclosures

Reviewed by Todd A. Drysdale, City Administrator

cc: Melanie McCoy, General Manager, Wyandotte Municipal Service  
Joseph Daly, D-M Investments, LLC

**Addendum to Purchase Agreement**

This Addendum made this 13<sup>th</sup> day of December, 2011, by and between D-M Investments, L.L.C., d/b/a D-M Company, as Purchaser, and City of Wyandotte, a Michigan Municipal Corporation, as Seller.

**WITNESSETH:**

**WHEREAS**, the Seller and Purchaser entered into a Purchase Agreement dated April 6, 2011, relative to the sale of property in the City of Wyandotte, Wayne County, Michigan and commonly known as 3003 – 3005 Biddle Avenue.

WHEREAS, Seller and Purchaser are desirous of amending said Purchase Agreement to provide for both (1) the separation of utilities and (2) the accelerated payment of up to Twenty-seven thousand (\$27,000.00) Dollars which shall be shown as a credit to the Purchaser on the agreed upon purchase price.

**WHEREAS**, Paragraph 12, of said agreement states as follows:

**“Utilities:** Purchaser and Seller must agree on remodeling specifics and duties of each party including the division of utilities, or in the alternative, the payment to the City of Wyandotte of a monthly utility fee for each unit. Schedule to be determined. Purchaser and Seller agree to review the potential for geothermal. Separation or agreement on use of electric, water, gas, cable/internet access to be determined. Closing shall not take place until all items referred to in this Paragraph are completed and an Agreement on separation of utilities is agreed to by the Parties.”

**WHEREAS**, the parties have agreed to include additional language to said Paragraph 12 to provide clarification for separation of the above-referenced utilities.

WHEREAS, Purchaser and Seller desire to amend the agreement to provide the advance payment by Purchaser of up to Twenty-seven Thousand (\$27,000.00) Dollars. Such amount will be paid by the Purchaser directly to the City’s asbestos remediation contractor, Environmental Specialty Services, Inc., (ESS). These funds will be used to pay outstanding City invoices for removal of asbestos in the basement area of the

building. Purchaser will receive a credit toward the purchase price at closing for any amount paid to ESS on the City's behalf (not to exceed \$27,000.00)

**NOW THEREFORE**, for and in consideration of the mutual promises contained herein, the parties do hereby agree as follows:

1. It is hereby agreed that the Purchaser (or the future established Condominium Association) will pay the Seller, the City of Wyandotte, the sum of Five Hundred (\$500.00) Dollars per month for the utility usage of electric, water and gas on the First Floor and Five Hundred (\$500.00) Dollars per month for utility usage of electric, water and gas on the Second Floor from and after the date of closing. The second floor utilities shall (provided it is economically feasible for the Purchaser to install) be separately metered when this area is improved and is useable. In the event it is not economically feasible for Purchaser to separate utilities on the second floor, the Purchaser will continue to pay the total sum of One Thousand (\$1,000.00) Dollars per month for use of first and second floor utilities of electric, gas and water.

2. For as long as the utilities remain unseparated, beginning at one (1) year after closing and annually each year thereafter, the rate of \$500 per month per floor for utility usage of electric, gas and water for the first and second floors shall be increased **by the greater of** the actual rate increases adopted by the Department of Municipal Services Commission or by two and one-half (2.5%) percent each year. However, in no event shall the utility costs exceed 150% of the initial rate throughout the first twenty-five (25) years of the contract. Thereafter, the utility costs shall not exceed 200% of the initial rate for the remainder of the life of the building. If the second floor is separately metered, these same utility rate increases and cap will remain in effect.

3. Purchaser agrees to utilize the City's utility for cable/internet service and pay the established rates.

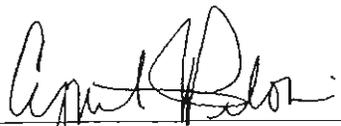
4. At closing, Purchaser will receive credit up to Twenty-seven Thousand (\$27,000.00) Dollars for the amount paid to ESS on the City's behalf for asbestos removal and remediation as deemed necessary by the City's environmental consultant.

5. That all other provisions of said Purchase Agreement dated April 6, 2011, between Seller and Purchaser shall remain in full force and effect, except as modified herein.

6. This Agreement will run with the Land and all future buyers and sellers will be bound by its terms.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum the day and year first above written.

In the Presence of:

  
\_\_\_\_\_  
Witness:

Purchaser:  
D-M Investments, L.L.C., d/b/a  
D-M Company

By:   
\_\_\_\_\_  
Joseph S. Daly, Manager

Seller:  
City of Wyandotte

By: \_\_\_\_\_  
Joseph R. Peterson, Its Mayor

By: \_\_\_\_\_  
William R. Griggs, Its City Clerk

By: \_\_\_\_\_  
Melanie McCoy, Its Manager

\_\_\_\_\_  
Witness:



## Environmental Specialty Services, Inc.

300 East Seven Mile Road Detroit, MI 48203 Office: 313.891.2710 Fax: 313.891.2715 www.esdirect.com  
Asbestos, Lead and Mold Remediation Concrete Floor Grinding and Polishing

Proposal for Asbestos Abatement Project Municipal Services Building  
REVISED 11/8/11

September 30, 2011

Mr. Ralph Hope  
City of Wyandotte  
Wyandotte, Michigan

Dear Mr. Hope:

The undersigned has made himself familiar with the proposed abatement containing materials at 3003 – 3005 Biddle Avenue, Wyandotte, MI and the conditions under which it is to be performed by examination of the locations, plans, details, specifications, bonds and contract, all of which he understands and accepts as being sufficient for the purpose. The undersign proposes to contract the City of Wyandotte for the furnishing of all labor, material, and equipment as specified and will accept in payment thereof the following sums, it being further understood that the quantities are approximate, the totals will be used for comparison of bids only, and the payments will be based on unit prices given in the proposal.

If this proposal is accepted, the undersigned further agrees to furnish the bonds and evidence of insurance and enter into a contract with the City of Wyandotte within ten (10) days after said acceptance, and shall complete all work by the mutual agreed upon date, unless causes beyond the Contractor's control prohibit him from doing so. The Owner will be the final judge if any extension to the listed completion date is reasonable.

Remove 3" – 6" Mag block pipe insulation throughout site 2,070 lineal feet.  
@ \_\_\_\_\_ Dollars (\$8.00)/lf \$16,560.00

Remove 3" – 6" Wool Felt with black vapor barrier pipe insulation, electrical room 20 lineal feet.  
@ \_\_\_\_\_ Dollars (\$6.00)lf \$120.00

Remove Hard fittings on 3" – 6" wool felt with black vapor barrier pipe insulation, electrical room 5 each.  
@ \_\_\_\_\_ Dollars (\$5.00)ea \$25.00



## Environmental Specialty Services, Inc.

300 East Seven Mile Road - Detroit, MI 48203 - Office: 313.891.2710 - Fax: 313.891.2715 - www.essdirect.com

Asbestos, Lead and Mold Remediation • Concrete Floor Grinding and Polishing

Remove 3" – 6" Aircell pipe insulation & mud hangers throughout site 187 lineal feet.  
@ \_\_\_\_\_ Dollars (\$6.00)lf \$1,122.00

Remove 3" – 6" Aircell pipe insulation, electrical, elevator foyer, break room, furnace 19 each.  
@ \_\_\_\_\_ Dollars (\$5.00)ea \$95.00

Remove Black glue pods on marble window ledges throughout site, 352 square feet.  
@ \_\_\_\_\_ Dollars (\$5.00)st \$1,760.00

Remove Tan conduit packing putty, elevator and exterior 15 each.  
@ \_\_\_\_\_ Dollars (\$50.00)ea \$750.00

Remove 12" x 12" Taupe mottled floor tile and associated black mastic, break room, and center stairwell 440 square feet..  
@ \_\_\_\_\_ Dollars (\$3.00)sf \$1,320.00

Remove Tan floor tile with brown, white and oral flecks and associated black mastic, break room 6 square feet.  
@ \_\_\_\_\_ Dollars (\$3.00)sf \$18.00

Remove Cream floor tile with faint brown specks and tan mottling, break room 20 square feet.  
@ \_\_\_\_\_ Dollars (\$1.25)sf \$25.00

Remove 9" x 9" Black floor tile with white streaks and associated black mastic, former bank restroom pipe chase 50 square feet.  
@ \_\_\_\_\_ Dollars (\$3.00)sf \$150.00

Remove 9" x 9" Off-white floor tile with black and maroon streaks and associated black mastic, break room, stairwell, studio control room, 90 square feet.  
@ \_\_\_\_\_ Dollars (\$3.00)sf \$270.00

Remove Cream painted door caulk, break room, stairwell, roof and exterior, 4 doors.  
@ \_\_\_\_\_ Dollars (\$58.00)ea \$232.00

Remove Metal fire door, break room, roof 2 doors.  
@ \_\_\_\_\_ Dollars (\$75.00)ea \$150.00



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Remove 9" x 9" Dark brown floor tile with white and coral streaks and associated black mastic, cable storage room, audit storage, work area, work room closet, 364 square feet.

@ \_\_\_\_\_ Dollars (\$3.00)sf \$1,092.00

Remove 3" x 6" Millboard pipe insulation, cold storage, 141 lineal feet.

@ \_\_\_\_\_ Dollars (\$6.00)lf \$846.00

Remove white fibrous ceiling fireboard trace residual, south cold storage, 0.2 square feet.

@ \_\_\_\_\_ Dollars (\$No Cost) \$ -0-

Remove Hard fittings on 4" – 6" pipe insulation, north cold storage, 1 each.

@ \_\_\_\_\_ Dollars (\$5.00)ea \$5.00

Remove Teal linoleum, safe deposit vault, 4 square feet.

@ \_\_\_\_\_ Dollars (\$5.00)sf \$20.00

Remove 9" x 9" Green floor tile with gold streaks and associated black mastic, vault, cubicles, offices, bank lobby, 300 square feet.

@ \_\_\_\_\_ Dollars (\$3.00)sf \$900.00

Remove 12" x 12" Beige floor tile with white mottling and associate yellow mastic, studio restrooms, bank janitors closet. 215 square feet.

@ \_\_\_\_\_ Dollars (\$3.00)st \$645.00

Remove Residual black mastic, bank lobby, offices, communications, 170 square feet.

@ \_\_\_\_\_ Dollars (\$2.00)sf \$340.00

Remove 9" x 9" Grey floor tile with white, coral and brown streaks and associated black mastic, kitchen, men's room, storage closet, 195 square feet.

@ \_\_\_\_\_ Dollars (\$3.00)sf \$585.00

Remove 15" x 15" Composite ceramic floor tile, elevator restrooms, admin office, 940 square feet.

@ \_\_\_\_\_ Dollars (\$1.25)sf \$1,175.00



## Environmental Specialty Services, Inc.

100 East Seven Mile Road • Detroit, MI 48203 • Office: 313.891.2710 Fax: 313.891.2715 www.essdirect.com  
Asbestos, Lead and Mold Remediation • Concrete Floor Grinding and Polishing

Remove 9" x 9" Light green floor tile with cream marbling and associated black mastic, boardroom, admin work room, 205 square feet.

@ \_\_\_\_\_ Dollars (\$3.00)sf \$615.00

Remove Caulk/putty window sash abandoned inside wall, admin work room, 1 each.

@ \_\_\_\_\_ Dollars (\$75.00)ea \$75.00

Remove Light shield foil backed paper, config restrooms (2), 2 square feet.

@ \_\_\_\_\_ Dollars (\$10.00)ea \$40.00

Remove Older roof flashing (under newer membrane), roof, 20 lineal feet.

@ \_\_\_\_\_ Dollars (\$No Cost) \$ -0-

Remove White door caulk, exterior, 2 doors.

@ \_\_\_\_\_ Dollars (\$75.00)ea \$150.00

Remove Rigid cove base and associated mastic, studio set, men's restroom, 9 lineal feet.

@ \_\_\_\_\_ Dollars (\$5.00)lf \$45.00

Remove Multi-colored vinyl cove base and associated brown mastic, meter test room, central stairwell, 70 lineal feet.

@ \_\_\_\_\_ Dollars (\$5.00)lf \$350.00

**TOTAL COST**

**\$29,480.00**

## PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding the City Owned building 3003-3005 Biddle is hereby received and placed on file: and

BE IT FURTHER RESOLVED that the Council authorizes the Mayor and City Clerk to execute the Addendum to Purchase Agreement between D-M Investments, LLC and the City for the sale of City Owned building at 3003-3005 Biddle Avenue; AND

BE IT FURTHER RESOLVED that Council approves the asbestos removal at 3003-3005 Biddle with Environmental Specialty Services, Inc., in the amount of \$29,480.00 from account number 499-200-850-519.

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



MAYOR  
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

December 13, 2011

The Honorable Mayor Joseph R. Peterson  
And City Council Members  
City Hall  
Wyandotte, Michigan 48192

Re: Property on Biddle  
Between Mulberry and Walnut

Dear Mayor Peterson and City Council Members:

Enclosed please find the following for your consideration and approval:

1. Purchase Agreement for the City to acquire the property known as 2350 Biddle Avenue in the amount of \$144,500. This property is a single family dwelling and will be purchased from TIFA Area Funds.
2. Second Amendment to Purchase Agreement between the City of Wyandotte and Chazwan Atto, M.D., which includes the following:
  - a. Purchase of 2350 Biddle, once demolished by the City.
  - b. Increase purchase price from \$378,750 to \$451,000.
  - c. Increase earnest money deposit to \$45,100.
  - d. Provision if additional property is acquired adjacent to the site, governmental authority for site plan approval will be sought.

If you concur with this recommendation, the attached Resolution will authorize the Mayor and City Clerk to execute the necessary documents and authorize the undersigned to demolish the property at 2350 Biddle Avenue. The Department of Legal Affairs has reviewed and approved same.

Very truly yours,

Mark A. Kowalewski  
City Engineer

Todd A. Drysdale  
City Administrator

MAK/TAD:kr

Enclosure

cc: TIFA  
Dr. Atto  
Ron Sollish  
William R. Look

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

William R. Look  
 Steven R. Makowski

Richard W. Look  
 (1912-1993)

I, THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the \_\_\_\_\_ County, Michigan, described as follows:

Wyandotte Wayne County, Michigan, described as follows:  
Part of Lots 7 and 8, Block 51, Plat of Part of Wyandotte, as recorded in Liber 1, Page 56 of Plats, Wayne County Records, described as:  
Beginning at a point on the east line of Lot 8, 25 feet from the southeast of said Lot; thence west parallel to the south line of said Lot 8, 108.57 feet; thence  
northerly along the east line of a 10 foot wide private alley in Lots 7 and 8, 33.51 feet; thence easterly to a point of the east line of Lot 7, thence southerly along the  
east line of lots 7 and 8, 44.63 feet to the point of beginning, being known as 2350 Biddle Street, together with all improvements and  
appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens,  
awnings, TV antenna, gas conversion unit and permit See Paragraph 21, if any, now on the premises and to pay therefore the sum  
of One Hundred Forty-Four Thousand Five Hundred (\$144,500.00) Dollars, subject to the existing building and use restrictions,  
easements, and zoning ordinances, if any, upon the following conditions:

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

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
Cash Sale with New Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing Mortgage	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on Land Contract	D. Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.
Sale to Existing Land Contract	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a complete Abstract of Title and Tax History, certified to a date later than the acceptance hereof. In lieu thereof, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy at time of closing
Time of Closing	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close, however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. CLOSING TO TAKE PLACE ON OR BEFORE DECEMBER 31, 2011
Purchaser's Default	
Seller's Default	
Title Objections	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Possession	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants, <u>no</u> . If the Seller occupies the property, it shall be vacated on or before <u>180 days after closing</u> . From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>See Paragraph 13</u> per day. THE PURCHASER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>1,000.00</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

<p><i>Taxes and Prorated Items</i></p>	<p>7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>Due Date</u> (Insert <i>or</i>: "Fiscal Year" "Due Date." If left blank, <i>Fiscal Year</i> applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p> <p>8. It is understood that this offer is irrevocable for ten (10) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p>
<p><i>Broker's Authorization</i></p>	<p>9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</p>

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

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

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

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3131 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: See Addendum for additional Paragraphs 12-21 and Signatures

IN PRESENCE OF: \_\_\_\_\_ L. S.  
*Purchaser*

\_\_\_\_\_ L. S.  
*Purchaser*

Address \_\_\_\_\_  
 Dated \_\_\_\_\_ Phone: \_\_\_\_\_

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address \_\_\_\_\_  
*Seller*

Phone \_\_\_\_\_ By: \_\_\_\_\_  
 This is a co-operative sale on a \_\_\_\_\_ basis with \_\_\_\_\_

ACCEPTANCE OF OFFER

**TO THE ABOVE NAMED PURCHASER AND BROKER:**

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

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

IN PRESENCE OF: \_\_\_\_\_ L.S.

\_\_\_\_\_ L. S.

Address 3131 Biddle Avenue, Wyandotte

Dated \_\_\_\_\_ Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated \_\_\_\_\_ L. S.  
*Purchaser*

ADDENDUM TO  
OFFER TO PURCHASE REAL ESTATE  
Between the City of Wyandotte (Purchasers)  
And  
Jody Lynn Hess (Seller)

12. Seller may occupy property from time of closing until six (6) months after closing at no charge to Seller. Seller will be responsible for payment of all utilities and keeping the property secure at all times.
13. The City will hold \$1,000 as an Occupancy Escrow to insure that the Seller vacate the property on or before six (6) months after closing.  
  
If the Seller has not vacated the property on or before six (6) months, the Seller will be charge \$50 per day for any day past the six (6) month time period. This charge will be deducted from the escrow held by the City of Wyandotte, plus any attorney fees if it becomes necessary to bring legal action to enforce the Occupancy Agreement and or evict Seller.
14. Seller agrees not to enter into any third party agreements including with any telecommunications companies wishing to install equipment on said property prior to closing.
15. Purchasers are purchasing this property in an "as is" condition.
16. The City will further hold a Utility Escrow in the amount of \$500.00 to insure final payment of electric bill and water bill for the property being purchased under this Agreement. The Utility Escrow will be withheld from the proceeds at time of closing on this Agreement. If Seller pays final electric bill and water bill the Utility Escrow in the amount of \$500.00 will be refunded to Seller. If final electric bill and water bill is not paid by Seller, the Purchaser will utilize the Utility Escrow to pay these bills and refund any difference.
17. Purchasers to pay title premium and transfer tax on deed issued to the City.
18. This Agreement is contingent upon the City's amending the Purchase Agreement with Dr. Atto, under a separate Purchase Agreement dated \_\_\_\_\_ to acquire this property
19. This Agreement is contingent upon City Council approval.
20. The Seller agrees to Hold Harmless and Indemnify the City of Wyandotte during occupancy of the premises and agrees to sign a Hold Harmless and Indemnity Agreement, which is attached, at time of closing.
21. Seller shall have salvage rights, hut agrees not to salvage any exterior doors, windows or siding. Further, Seller agrees to keep the property secure at all times. Further, all salvage must be completed before keys are surrendered to the City.

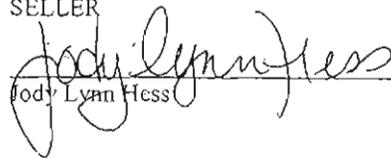
CITY OF WYANDOTTE, PURCHASER

\_\_\_\_\_  
Joseph R. Peterson, Mayor

\_\_\_\_\_  
William R. Griggs, Clerk

Dated: \_\_\_\_\_

SELLER

  
\_\_\_\_\_  
Jody Lynn Hess

Dated: 11-11-11

OCCUPANCY AGREEMENT  
AND  
UTILITY ESCROW

All parties agree that Jody Lynn Hess, Owner of 2350 Biddle Avenue will have 180 days after closing to vacate the property at 2350 Biddle, Wyandotte. \$1,500 (\$1,000 Occupancy Escrow and \$500.00 Utility Escrow) will be held in escrow by the City of Wyandotte until the keys are surrendered to the City of Wyandotte. Once keys are surrendered to the City of Wyandotte this escrow will be refunded to Jody Lynn Hess as set forth below.

If Jody Lynn Hess does not vacate the property before 180 days after closing, \$50.00 will be deducted for each day thereafter Jody Lynn Hess occupies or maintenance position of the property, plus any attorney fees if it becomes necessary to bring legal action to enforce the Occupancy Agreement and or evict Jody Lynn Hess.

Also, Jody Lynn Hess agrees to pay all utility bills for the property while occupying the building at 2350 Biddle Avenue, Wyandotte. Any unpaid utility bills will be deducted from the utility escrow of \$500.00 held by the City of Wyandotte.

The City of Wyandotte will not be responsible for any property damaged personal or real. Jody Lynn Hess must keep the property secure at all times. Jody Lynn Hess is also required to maintain the property which includes grass cutting and snow removal at 2350 Biddle Avenue if so required.

  
Jody Lynn Hess

Dated: 11-11-11

In consideration of the City of Wyandotte granting the undersigned to occupy the premises at 2350 Biddle Avenue, the undersigned hereby assumes all risk and liability relating to the occupancy and use of said property and agrees to hold harmless and indemnify the City of Wyandotte and all City Officials and employees from all liability or responsibility whatever for injury (including death) to persons and for any damage to City of Wyandotte property or to the property of others arising out of, or resulting from the use of said property.

The undersigned, it's successor and assigns, further does hereby remise, release, and forever discharge the City of Wyandotte its Officers, agents and employees from any and all claims, actions, causes of action, damages and liabilities to the extent caused by the use of said property.

Agreed to this 11 day of 11, 2011.

BY: Jody Lynn Hess

BY: \_\_\_\_\_

Address: 2350 Biddle Ave Wyandotte Mi 48192  
Street City State Zip

Telephone: 734-674-8291

## SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT ("Amendment"), is made and entered into as of the date of the last signature on the signature page hereof, by and between Ghazwan Atto, M.D., on behalf of an entity to be formed ("Purchaser"), and the City of Wyandotte ("Seller").

### RECITALS:

A. Seller is the owner of certain real property commonly known as 87 Mulberry, 2312 Biddle, 2324 Biddle, 2338 Biddle, 2344 Biddle, and 2346 Biddle, City of Wyandotte, County of Wayne, State of Michigan ("Fee Owner Real Estate"), and is a party to certain purchase agreements whereby it will acquire fee simple title to 90 Walnut and 2350 Biddle, City of Wyandotte, County of Wayne, State of Michigan.

B. Seller and Purchaser entered into a certain Purchase Agreement dated May 17, 2011, amended by First Amendment to Purchase Agreement dated September 14, 2011 (collectively, the "Purchase Agreement") to purchase the Real Estate.

C. Seller and Purchaser desire to amend the Purchase Agreement in accordance with and subject to the terms and conditions hereinafter set forth.

### CONSIDERATION AND AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the sufficiency and adequacy of which are hereby mutually acknowledged and accepted, and with the intent to be legally bound hereby, Purchaser and Seller hereby agree as follows:

1. Recital A is hereby deleted in its entirety and is replaced with the following:

"A. Seller is the owner of certain real property commonly known as 87 Mulberry, 2312 Biddle, 2324 Biddle, 2338 Biddle, 2344 Biddle and 2346 Biddle, City of Wyandotte, County of Wayne, State of Michigan (collectively, the "Fee Owner Real Estate"), and is a party to certain purchase agreements whereby it will acquire fee simple title to 90 Walnut and 2350 Biddle, City of Wyandotte, County of Wayne, State of Michigan (collectively, the "Contract Real Estate"). The Fee Owner Real Estate and Contract Real Estate are more particularly described on Exhibit "A" attached hereto and depicted on Exhibit "B", each of which are made a part hereof. The Fee Owner Real Estate and Contract Real Estate are collectively referred to herein as the "Real Estate"."

2. Paragraph 3 shall be revised to provide as follows:

"The Purchase Price for the Subject Premises shall be Four Hundred Fifty-One Thousand and 00/100 (\$451,000.00) Dollars ("Purchase Price") subject to adjustment as provided in Section 15.A., payable as follows:"

3. Within five (5) business date after the date of the last signature on the signature page hereof, Purchaser shall deposit in escrow with the Title Company an additional earnest money deposit of \$7,225.00 resulting in a total earnest money deposit of Forty-Five Thousand One Hundred and 00/100 (\$45,100.00) Dollars, to be held in escrow and applied upon the Purchase Price at Closing if the transaction is consummated or delivered to Purchaser or Seller, as the circumstances warrant, under the terms of this Agreement.

4. Paragraph 7.G. shall be deleted in its entirety and replaced with the following:

"G. Purchaser shall have submitted to the appropriate governmental authority for site plan approval, including, *but not limited to*, approval for (i) Purchaser's use of the Public Alley for ingress and egress to the Subject Premises for purposes consistent with the use of the Subject Premises as a medical office building and pharmacy, including, but not limited to, a drive up window to be constructed as part of the improvement on the Subject Premises, and (ii) *Purchaser's use of any additional real estate contiguous with the Subject Premises, which Purchaser or Seller may acquire, for purposes of parking and/or ingress and egress (or have under contract for purchase)*. In the event such approval has not been received prior to the expiration of the Inspection Period, Purchaser shall have the sole and exclusive right to extend the Inspection Period for an additional sixty (60) days to pursue such site plan approval. Seller shall cooperate in good faith with Purchaser's efforts to obtain such site plan approval.

5. Paragraph 15 shall be revised to include the following:

"E. Seller shall cooperate and assist Purchaser in vacating all alleys to which the abutting lots on both sides of the alley are owned (or under contract for purchase) by either Seller or Purchaser."

6. Exhibit "A" is hereby deleted in its entirety and is replaced with Exhibit "A" attached hereto.

7. Exhibit "C" is hereby deleted in its entirety and is replaced with Exhibit "C" attached hereto.

8. Except as specifically amended herein, all of the terms and provisions of the Purchase Agreement are hereby ratified and affirmed to be in full force and effect as of the date hereof. To the extent of any conflict between the Purchase Agreement and this Amendment, the terms of the provisions of this Amendment shall govern and control and any conflicting terms and provisions of the Purchase Agreement shall be deemed amended to the extent necessary not to conflict with the provisions hereof. Capitalized terms used herein shall have the same meaning as used in the Purchase Agreement, unless a different or contrary meaning is expressly provided in this Amendment.

9. This Amendment may be executed in one or more counterpart copies, all of which shall constitute and be deemed an original, but all of which together shall constitute one and the

same instrument binding on all the parties. This Amendment may be executed in telecopy (faxed) copies, and facsimile signatures shall be binding upon the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Buyer and Seller have entered into this Second Amendment to Purchase Agreement as of the last date of signature shown below.

SELLER:

The City of Wyandotte

By: \_\_\_\_\_  
Joseph R. Peterson  
Its: Mayor  
Dated: \_\_\_\_\_

BUYER:

  
\_\_\_\_\_  
Ghazwan Atto, M.D., on behalf of an entity to  
be formed  
Dated: 12.15.11

And

By: \_\_\_\_\_  
William B. Griggs  
Its: City Clerk  
Dated: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

All of Lots 3 thru 6 and part of Lot 7 as described as Lot 7 Blk 51 Pt of Wyandotte desc. Beg. At NE cor of Lot 7 thence Westerly along N. line of Lot 7 98.62', thence Southerly along E line of private alley herewith described 29', thence Easterly to a point on the E line of Lot 7, thence Northerly 35' to the point of Beg, also a private alley being part of said Lots & des as beg at a point on the S line of Lot 8 distant Easterly 41/15' from the SW cor of Lot 8, thence Easterly along S line of Lot 8 10', thence Northerly 87' to a point on the N line of Lot 7 distant Westerly 98.62' (M or L) from the NE cor of Lot 7, Thence Westerly along N line of Lot 7 10' to a point distant Easterly 38.42' from the NW cor of Lot 7, thence Southerly 84.17 to the point of beg. As recorded in Liber 1 Page 56 and 57 Wayne County Records.

Commonly known as: 87 Mulberry, Wyandotte, Michigan  
2312 Biddle, Wyandotte, Michigan  
2324 Biddle, Wyandotte, Michigan  
2338 Biddle, Wyandotte, Michigan  
2344 and 2346 Biddle, Wyandotte, Michigan

The westerly part of Lots 7 and 8 combined, measuring 38.42' on the northerly line and 41.50' on the southerly line of said parcel, party of Wyandotte in the Township of Ecorse.

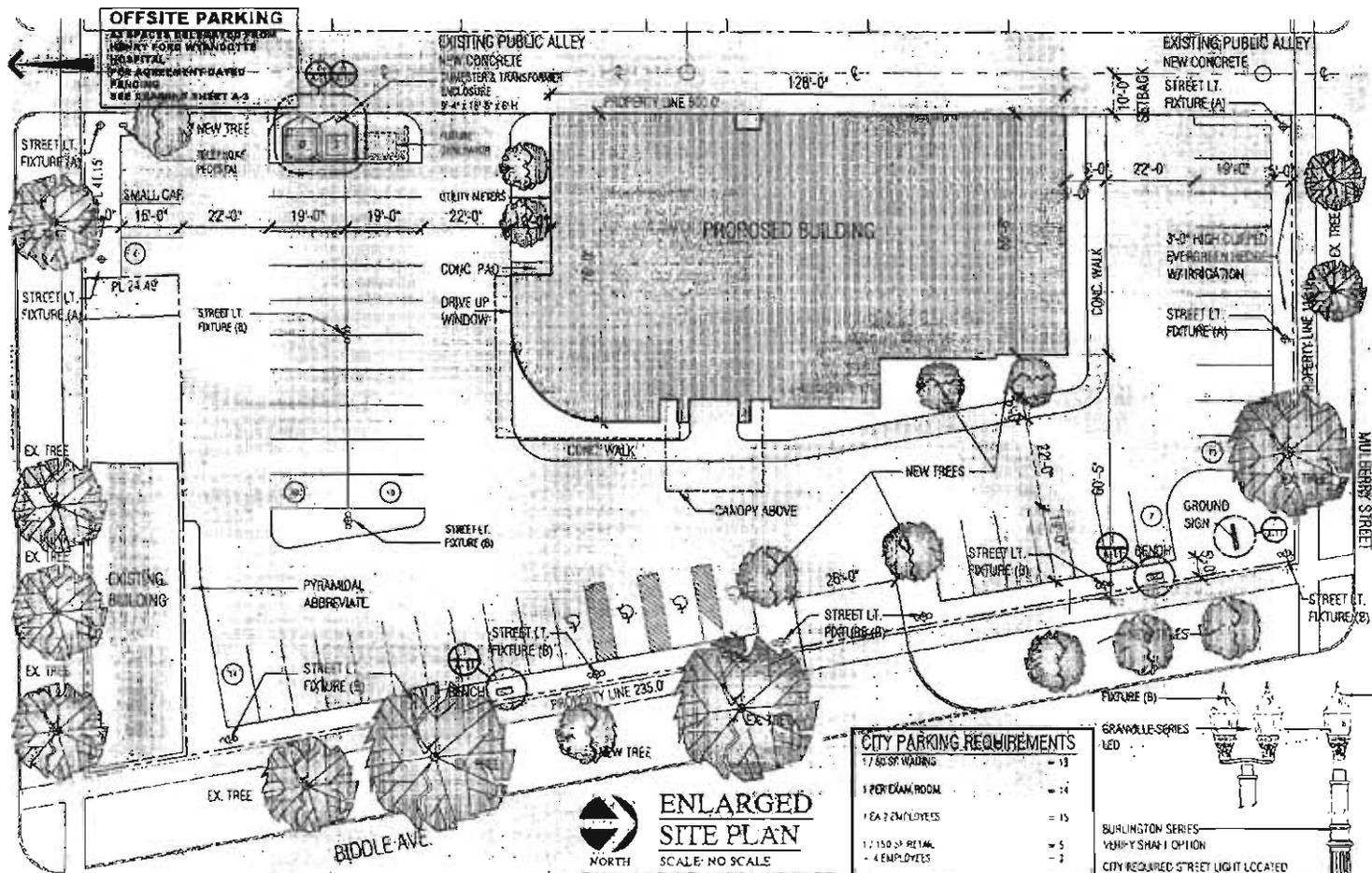
Commonly known as: 90 Walnut, Wyandotte, Michigan

Parts of Lots 7 and 8, Block 51, Plat of Part of Wyandotte, as recorded in Liber 1, Page 56 of Plats, Wayne County Records, described as: Beginning at a point on the east line of Lot 8, 25 feet from the southeast of said Lot; thence west parallel to the south line of said Lot 8, 108.57 feet; thence northerly along the east line of a 10 foot wide private alley in Lots 7 and 8, 33.51 feet; thence easterly to a point of the east line of Lot 7; thence southerly along the east line of Lots 7 and 8, 44.63 feet to the point of beginning.

Commonly known as: 2350 Biddle, Wyandotte, Michigan

**EXHIBIT "C"**

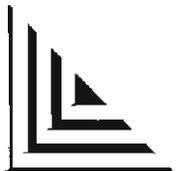
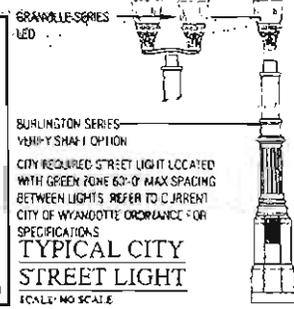
**PRELIMINARY SITE PLANS, FLOOR PLANS AND ELEVATIONS**



**ENLARGED SITE PLAN**  
 SCALE: NO SCALE  
**BUILDING SQUARE FOOTAGE**  
 MAIN LEVEL = 9,000  
 UPPER LEVEL = 7,470  
 TOTAL = 16,470

**CITY PARKING REQUIREMENTS**

17,600 SF WALKING	= 13
1 PER EXAM ROOM	= 14
1 EA 2 EMPLOYEES	= 15
1:150 RETAIL	= 5
4 EMPLOYEES	= 2
MAIN LEVEL REQUIRED	= 30
UPPER LEVEL REQUIRED	= 48
TOTAL REQUIRED	= 88
PROVIDED ON SITE	= 55
DELEGATED OFFSITE PARKING	= 43 MIN

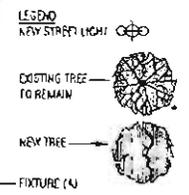


**DesRosiers Architects**

16330 Woodward Avenue  
 Bloomfield Hills, MI 48304  
 248.666.7711  
 www.drarchitects.com

Wyandotte Family Physicians  
 2300 Biddle Street  
 Wyandotte, Michigan 48192

**ENLARGED SITE PLAN**

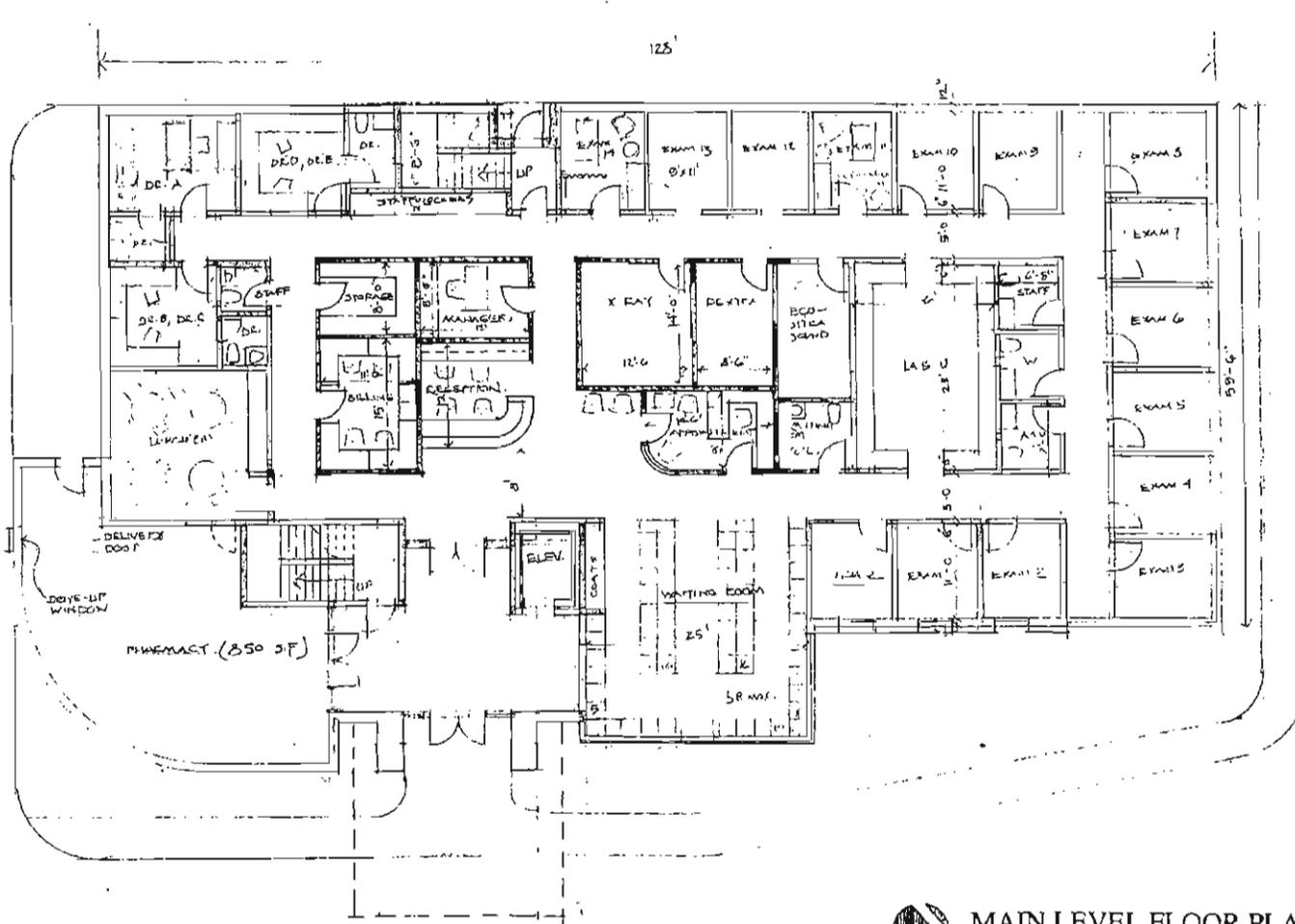


08.17.2011 REVIEW  
 08.08.2011 REVISED PROPOSAL  
 08.16.2011 CITY COUNCIL MEETING  
 11.03.2011 REVISED COMMENTS  
 11.07.2011 REVISED ENLARGED

1107

A-4





**DesRosiers  
Architects**

30530 Waukegan Road, Suite 48304  
Bloomfield Hills, MI 48304  
248/642-7771  
www.drarch.com

FOR  
**Wyandotte Family  
Physicians**  
Biddle Street  
Wyandotte, Michigan  
48192

AS SHOWN  
**MAIN LEVEL  
FLOOR PLAN**

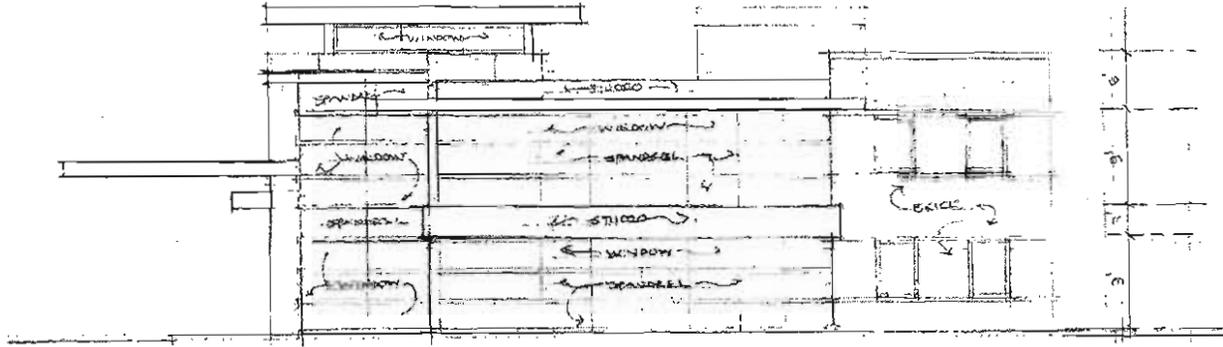
DA 17, 2011: REVIEW

1107



**MAIN LEVEL FLOOR PLAN**  
SCALE: 1/8"=1'-0"

**A-6**



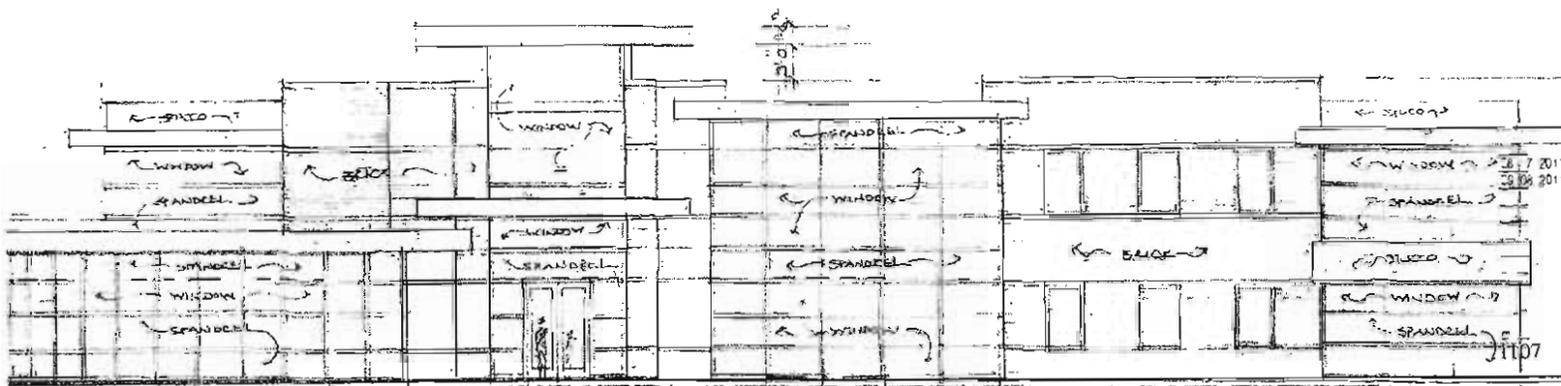
NORTH ELEVATION  
SCALE: 3/32"=1'-0"

DesRosiers  
Architects

36330 Woodward Avenue  
Bloomfield Hills, MI 48304  
248.643.7771  
www.draxh.com

Wyandotte Family  
Physicians  
2300 Biddle Street  
Wyandotte, Michigan  
48192

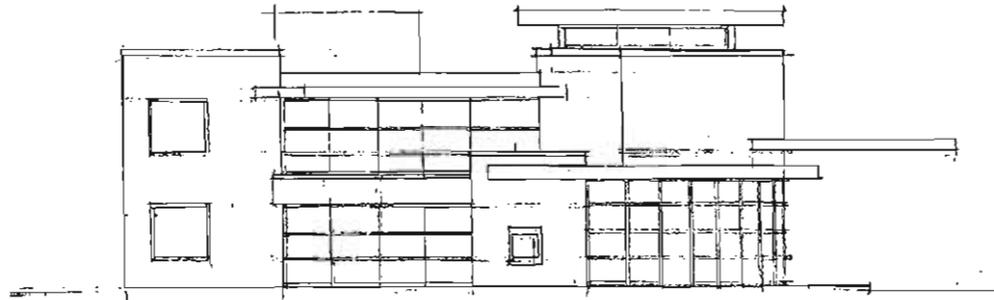
ELEVATIONS



EAST ELEVATION  
SCALE: 3/32"=1'-0"

A-7

26.7.2011 REVIEW  
28.08.2011 REVISED EXHIBIT C



**SOUTH ELEVATION**

SCALE: 3/8"=1'-0"

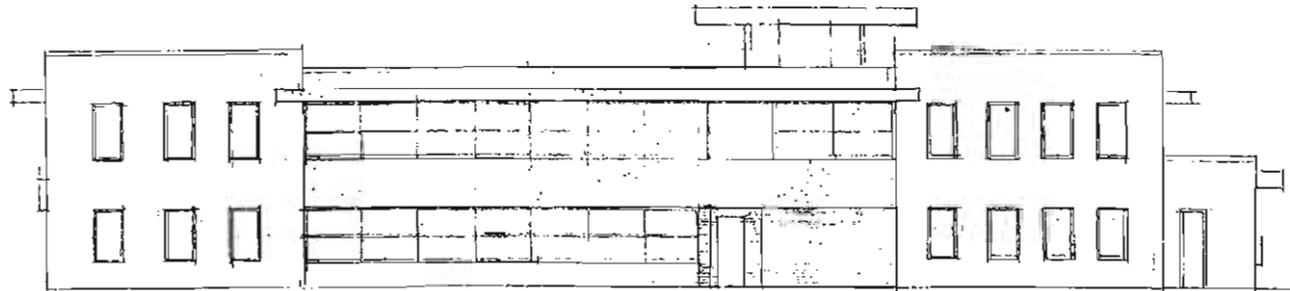


**DesRosiers  
Architects**

26330 Woodward Avenue  
Bloomfield Hills, MI 48304  
248.861.7771  
www.drarch.com

for  
Wyandou Family  
Physicians  
Biddle Street  
Wyandotte, Michigan  
48192

see  
**ELEVATIONS**



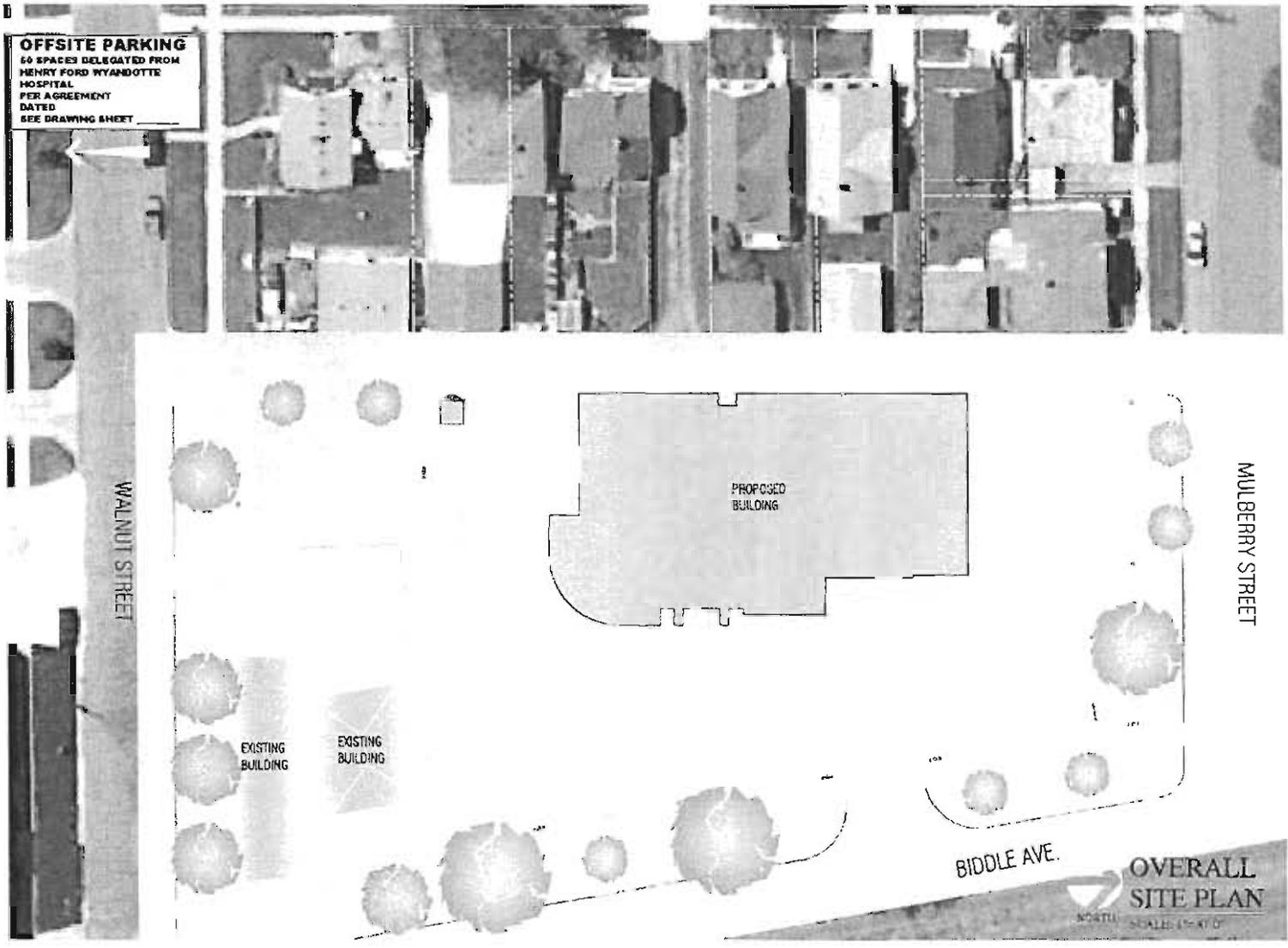
**WEST ELEVATION**

SCALE: 3/8"=1'-0"

08 17 2011 REVIEW

1107

**A-8**



**DesRosiers Architects**  
 26330 Woodward Avenue  
 Bloomfield Hills, MI 48304  
 248 / 542-7711  
 www.desrosiers.com

FOR:  
 Wyandotte Family  
 Physicians  
 2500 Biddle Street  
 Wyandotte, Michigan  
 48192

OVERALL  
 SITE PLAN

08/17/2011 REVISED  
 09/08/2011 REVISED/REVISION C

1107

A-11

## PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer and City Administrator to acquire the property at 2350 Biddle Avenue in the amount of \$144,500.00 to be appropriated from TIFA Area Funds; AND

BE IT FURTHER RESOLVED that Council concurs with the Second Amendment to Purchase Agreement for Real Estate for the property known as 87 Mulberry, 2312 Biddle, 2324 Biddle, 2338 Biddle, 2344/46 Biddle, 90 Walnut and 2350 Biddle Avenue to Dr. Ghazwan Atto as presented to City Council at the December 19, 2011, meeting; AND

BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk be duly authorized to execute the Purchase Agreement which will constitute a valid and binding obligation of the City (Seller) enforceable in accordance with the Purchase Agreement's terms; AND

BE IT FURTHER RESOLVED that the City Engineer is directed to demolish the property known as 2350 Biddle Avenue upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the necessary documents subject to the approval of the Department of Legal Affairs.

# SHOW CAUSE HEARING

## PROPOSED RESOLUTION

RESOLVED BY THE CITY COUNCIL that a hearing was held on 19<sup>th</sup> day of December 2011, where all parties were given an opportunity to show cause, if any they had, why the dwelling at 906 Godddard, Wyandotte should not be demolished, removed or otherwise made safe, and

BE IT FURTHER RESOLVED that the Council considered all reports and recommendations previously received by the City Council from the City Engineering's Office and all other facts and considerations were brought to their attention at said hearing and at previously held Council meetings; AND

BE IT RESOLVED that the City Council hereby directs that said dwelling located at 906 Goddard, Wyandotte should be DEMOLISHED and that the cost 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.

SHOW CAUSE \*read  
HEARING into the  
record

CITY OF WYANDOTTE  
DEPARTMENT OF ENGINEERING AND BUILDING  
3131 BIDDLE AVENUE  
WYANDOTTE, MICHIGAN

DATE: December 15, 2011  
TO: Mayor Peterson and City Council Members  
FROM: Mark A. Kowalewski, City Engineer  
SUBJECT: Public Hearing regarding 906 Goddard, Wyandotte

Attached please find the following reports and documents that need to be entered into the record for the Public Hearing:

Show Cause Hearing Minutes of October 26, 2011  
Property Maintenance Letter dated August 19, 2011

PRESENT: Mark Kowalewski, City Engineer  
Greg Mayhew, Assistant City Engineer  
Lou Parker, Hearing Officer  
Peggy Green, Secretary

The Hearing was called to order at 8:30 a.m. by Lou Parker, Hearing Officer.

Owner/representative did not appear at the hearing at the stated time.

Mr. Mayhew stated that letters had been sent on March 7, July 14 and August 19, 2011, there has been know action. There is a lock box on the rear door and the front window has been boarded.

Mr. Parker asked who was responsible for the dwelling. Mr. Mayhew stated that he had spoke with Juan Rendon, the previous owner, who had turned the dwelling over to TCF National Bank.

Mr. Mayhew also stated that he had spoken with a Emmy Brown on March 7, 2011, but she never got back with him. Mr. Mayhew stated that he has received a voice mail on September 21, 2011 @ 9:50 from Lynette of TCF Bank stating that they are not the owners of the property, they did not foreclose on the property, they only have a lien on the property. Mr. Mayhew continued that he called back and left a message and advised Lynette that TCF was on the title search and that is why they received a notice and that the City is proceeding with a Show Cause Hearing. Mr. Mayhew stated that nothing has been done since March. Mr. Mayhew stated again that Lynette stated that TCF has no interest in the property since September 2011.

Mr. Parker asked if the property had been registered as a vacant property. Mr. Mayhew replied no.

Mr. Kowalewski commented that the property has been vacant since March, and several property maintenance letters have been sent to parties of interest.

Mr. Parker asked if the property was registered. Mr. Mayhew replied no.

Mr. Parker asked about the owner. Mr. Mayhew replied that Juan Rendon had been the owner. The SEV is \$31,900 as of August 19, 2011, and the repairs would probably exceed this amount (violation list attached). Mr. Mayhew stated that it would appear that the repairs would be over 50% of the SEV to correct the noted violations.

Mr. Parker asked who notices had been sent to. Mr. Mayhew replied to all interested parties (list attached).

Mr. Parker stated that the owner/interested parties has 30 days to demolish property.

Mr. Mayhew commented that if the interested parties want to repair the dwelling, they should have stated so at this hearing.

Cc:  
Attachments:  
Interested Parties  
Property Maintenance Violation List

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



MAYOR  
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

ONLY NOTICE

August 19, 2011

CERTIFIED MAIL

RE: 906 Goddard  
Wyandotte, Michigan  
Tax ID # 57-005-02-0001-000

To Whom It May Concern:

Complaints have been received by the City of Wyandotte Department of Engineering and Building regarding the condition of the referenced property. Several site inspections have been performed, and notifications sent, which revealed that there are violations of the City of Wyandotte Property Maintenance Code as noted on the attached Property Maintenance Checklist. There has been no response received to those notifications, nor any correction of the violations.

A check of the records at the Wyandotte Department of Municipal Services shows that electric and water utilities were terminated in August of 2008. The dwelling appears to have been vacant for over six (6) months.

**Due to the lack of maintenance and deteriorated state of the property at 906 Goddard Street as noted by the attached violations, and the lack of occupancy, the undersigned deems the structure to be unsafe and dangerous and a public nuisance. The structure is dilapidated and in a state of disrepair with gutters falling off, exposed soffits, and windows boarded up in an effort to prevent unauthorized entry as an attractive nuisance to children or a harbor for vagrants, criminals or immoral persons. The State Equalized Value (SEV) is \$31,900. The cost of repairs to the structure is estimated to be in excess of over 50% of the SEV.**

Please be advised of the following from the City of Wyandotte Property Maintenance Code:

Section PM-110 Demolition:

PM-110.1 General: The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to raze and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to raze and remove such structure.

PM-110.5 Unreasonable repairs: Whenever the code official determines that the cost of such repairs would exceed 50 percent of the current value of such structure, such repairs shall be presumed unreasonable and it shall be presumed for the purpose of this section that such structure is a public nuisance which shall be ordered razed without option on the part of the owner to repair.

Section PM-202.0 General Definitions:

**Dangerous Buildings:** A building or structure that has 1 or more of the following defects or is in 1 or more of the following conditions:

- A. The building or structure is damaged by fire, wind, or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.
- B. A building or structure remains unoccupied for a period of 180 consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the occupational code, Act. No. 299 of the Public Acts of 1980, being sections 339.2501 to 339.2515 of the Michigan Compiled Laws. For purposes of this subdivision, "building or structure" includes, but is not limited to, a commercial building or structure. This subdivision does not apply to either of the following:
  - (i) A building or structure as to which the owner or agent does both of the following:
    - (a) Notifies a local law enforcement agency in whose jurisdiction the building or structure is located that the building or structure will remain unoccupied for a period of 180 consecutive days. The notice shall be

given to the local law enforcement agency by the owner or agent not more than 30 days after the building or structure becomes unoccupied.

- (b) Maintains the exterior of the building or structure and adjoining grounds in accordance with the BOCA National Property Maintenance Code 1990 and amendments adopted by the City of Wyandotte.
- (ii) A secondary dwelling of the owner that is regularly unoccupied for a period of 180 days or longer each year, if the owner notifies a local law enforcement agency in whose jurisdiction the dwelling is located that the dwelling will remain unoccupied for a period of 180 consecutive days or more each year. An owner who has given the notice prescribed by this sub paragraph shall notify the law enforcement agency not more than 30 days after the dwelling no longer qualifies for this exception. As used in this sub paragraph "secondary dwelling" means a dwelling such as a vacation home, hunting cabin, or summer home, that is occupied by the owner or a member of the owner's family during part of a year.

**You are hereby directed to raze and remove the structure. Failure to raze and remove the structure by September 19, 2011, will result in this Department proceeding with Section PM-110.3 Failure to comply, of the Property Maintenance Code, at which time the structure shall be razed and removed and the cost of such work shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing.**

Thank you for your cooperation in this matter. If you have any questions regarding this matter, please feel free to contact the undersigned at (734) 324-4558, or by email at [gmayhew@wyan.gov](mailto:gmayhew@wyan.gov).

Very truly yours,



Gregory J. Mayhew  
Assistant City Engineer

#### ATTACHMENTS

Cc: Officer Calhoun  
Address File  
Attached List of Interested Parties  
Time File: September 19, 2011

WO# WF0475047

