AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, APRIL 23, 2012 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE JAMES R. DESANA

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

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Lisa Decker protesting the marking of her sidewalks for repair and special assessment payment before the removal of a city tree in front of her house that is lifting and cracking the sidewalk squares and front walk up to her residence.

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

2. Communication from Councilman DeSana relative to the sale of the commercial property located at 936 Ford Avenue.

3. Communication from the Chief of Police requesting training of a K-9 Handler and purchase of a male German Shepherd Police dog.

4. Communication from the Chief of Police submitting Traffic Control Order 2012-02.

5. Communication from the Director of Information Technology relative to authorization to sign an agreement with AMS to provide credit card processing capabilities for online bill payments.

6. Communication from the Director of Museums and Cultural Affairs and Special Events Coordinator relative to a marketing plan assembled for the promotion of the Wyandotte Millennium Trolley.

7. Communication from the Special Events Coordinator submitting a contract to provide entertainment at the Wyandotte Street Art Fair on July 11, 2012.

8. Communication from the City Engineer and City Assessor submitting a purchase agreement for property within the City of Wyandotte.

9. Communication from the City Engineer relative to a purchase of a Neighborhood Stabilization 2 .(NSP2) Vinewood Village Condominium.

10. Communication from the City Engineer and City Assessor submitting a purchase agreement for property within the City of Wyandotte.

CITIZENS PARTICIPATION:

FIRST READING OF AN ORDINANCE:

AN ORDINANCE ENTITLED
AN ORDINANCE SETTING THE SALARY FOR THE
DEPARTMENT OF LEGAL AFFARIS

FINAL READING OF AN ORDINANCE:

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE
CITY OF WYANDOTTE ZONING ORDINANCE TO REZONE THE PROPERTY KNOWN
AS 98 WALNUT FROM PLAN DEVELOPMENT DISTRICT (PD) TO VEHICULAR
PARKING DISTRICT (P-1)

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	April 10-April 18, 2012
Retirement Commission Meeting	April 18, 2012
2012 City of Wyandotte Board of Review Minutes	

AUTOMATIC REFERRAL:

Request for placement of signs on city-owned property advertising the St. Stanislaus Kostka Parish Annual Polish Festival to be held on May 25, 26, and 27, 2012.. (PERMISSION GRANTED) provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs . REFERRED TO the City Engineer to confirm city-owned property, Police, Fire and Department of Public Service.

1

April 12,2012

Dear Mayor and Councilmembers:

Greg Meyring
Civil Engineer

Re: Side Walk Trip Hazard
1685 20th
Wyandotte, Michigan

Dear Greg,

Prior to receiving the letter from your office regarding the lifted sidewalks; I recently submitted a letter to inform the city of Wyandotte about the condition of the sidewalk in front of my home due to the large overgrown and over rooted tree.

As I mentioned in the letter recently sent to city hall Engineering department; the tree roots have lifted the side walk and also the side walk leading up to my home. In addition this is also causing drainage troubles and continues to buckle the side walks.

I strongly believe as do others that I had look at the tree, that unless you remove the tree this will just continue to happen again and the new sidewalks will also buckle and have to be replaced.

I'm sure we both would agree that neither I as a homeowner or the City of Wyandotte want to be sued over something that can be fixed by removing the tree and securing the sidewalks.

*I am appealing my sidewalks being marked for me to pay for replacement until the tree is removed.

Thank you for your cooperation.

Sincerely,

Lisa Decker

James R. DeSana
514 Oak #6
Wyandotte MI 48192
734-626-0821

2

April 19, 2012

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

Dear Mayor Peterson and Council Members:

I am writing to follow up on the discussion which took place at the April 16, 2012 city council meeting with regard to the sale of the commercial property located at 936 Ford Avenue

With regard to our discussion about 936 Ford Avenue, I accept that I have lost my case as far as convincing you to tear the building down, so I have prepared a resolution to sell the property to Coachlight Properties LLC. If there is someone else who wants to offer the resolution, I will support that resolution so we can vote on the issue and arrive at a decision.

I am still not sure what happened when all of you changed your minds and decided to sell the property rather than tear the building down for a new development. By doing so, I feel the policy and procedure of how we handle the sale of city-owed property has been compromised, however, our City Attorney does not appear to have any legal concerns about the change.

In closing, I would recommend that we move forward with the sale of 936 Ford Avenue. Coachlight Properties LLC has made on honest bid and I am prepared to offer a resolution to accept the bid with the conditions the developer has suggested, and to refer this to the City Engineer for his review and recommendation including any other reasonable conditions he feels would be beneficial to the enhancement of the Ford Avenue business district.

Sincerely,

James R. DeSana

James R. DeSana
Councilman

RESOLUTION

RESOLUTION by Councilmember _____

RESOLVED BY CITY COUNCIL that

City Council hereby accepts the bid offered by Coachlight Properties LLC to purchased the city-owned commercial property located at 936 Ford Avenue, Wyandotte MI, for $1.00, along with the conditions the developer has suggested; and FURTHER, to refer this to the City Engineer for his review and recommendation, including any other reasonable conditions he feels would be beneficial to the enhancement of the Ford Avenue business district, with a report back to City Council in three (3) weeks.

I move the adoption of the foregoing resolution.

MOTION by Councilmember _____

SUPPORTED by Councilmember _____

Yeas	Council	Nays
	Browning	
	DeSana	
	Fricke	
	Galeski	
	Sabuda	
	Stec	

MAYOR
Joseph R. Peterson

CITY CLERK
William R. Griggs

TREASURER
Andrew A. Swiecki

CITY ASSESSOR
Colleen A. Keehn

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

TO: Honorable Mayor and City Council **DATE:** April 19, 2012

FROM: Daniel J. Grant, Chief of Police

SUBJECT: REQUEST FOR TRAINING OF K-9 HANDLER AND PURCHASE OF DOG

CC: Todd Drysdale, City Administrator

Since the retirement of K-9 Officer Dan Foley at the beginning of this year, our agency has been without a trained K-9 Officer along with an assigned dog. I am requesting to purchase a male German Shepherd police dog through the K-9 Academy which is located in Wayne, Michigan. All of the police K-9 Officers in the Downriver and Western Wayne County areas train together and use the K-9 Academy for their weekly training as this is the closest certified police K-9 training facility in our area. This dog will be cross-trained as a drug detection dog and for tracking of suspects and missing persons.

We had three Police Officers apply for the K-9 position and an interview panel was conducted on Thursday March 29th with the interviewers choosing Officer Ken Groat for the proposed position. If this position is approved, Ken will remain assigned to a regular uniformed patrol shift while working alongside his trained dog.

The cost for this purchase and training will be:

Purchase of an Austrian male German Shepherd.....	$6,800
Required equipment.....	600
1st year training/kennel fees/shots etc.....	3,500
Total	**$10,900**

Funds for this purchase are available in the state drug forfeiture account which is an allowable funding source in compliance with the law. This proposal was approved by the Police Commission during their regular meeting on April 10, 2012. Thank you for your consideration in this matter.

Respectfully,

Daniel J. Grant

WYANDOTTE POLICE DEPARTMENT • DANIEL J. GRANT, CHIEF OF POLICE • 2015 BIDDLE AVENUE • WYANDOTTE, MI 48192
Telephone Number (734) 324-4405 • Fax Telephone Number (734) 324-4442 • E-mail: dgrant@wyan.org

MAYOR
Joseph R. Peterson

CITY CLERK
William R. Griggs

CITY ASSESSOR
Colleen A. Keehn

CITY OF Wyandotte MICHIGAN • 1854

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

DANIEL J. GRANT
CHIEF OF POLICE

April 2. 2012

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

Dear Honorable Mayor and City Council Members:

SUBJECT: TRAFFIC CONTROL ORDER 2012-02

After review, the Traffic Bureau recommends the installation of "Handicap Parking" signs at 2283 9th, Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission: therefore, in concurrence with Sergeant Pouliot, this letter serves as a recommendation for Council support of Traffic Control Order 2012-02 as specified on said order.

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

Sincerely.

Daniel J. Grant
Chief of Police

WYANDOTTE POLICE DEPARTMENT • DANIEL J. GRANT, CHIEF OF POLICE • 2015 BIDDLE AVENUE • WYANDOTTE, MI 48192
Telephone Number (734) 324-4405 • Fax Telephone Number (734) 324-4442 • E-mail: www.wyandottepolice.com

City of Wyandotte
Traffic Control Order

TRAFFIC CONTROL ORDER # **2012-2**

Parking ☐
Speed ☐
Signs to be installed ☒
Other ☐

Traffic Order

ORDER TO PLACE SIGNS REGULATING TRAFFIC

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

The installation of:

- "Handicap Parking Signs" at 2283 9th

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

POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN

John C Harris DATE: 4-10-12

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

Daniel Grant DATE: 4/16/12

CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN

_____ DATE: _____

CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign_Removal» Reason: «Note»

Amendment Approved by the Police & Fire Commission

_____ Date: _____
Signature

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

Municipal Service Commission
Gerald P. Cole
Frederick C. DeLisle
James S. Figurski
Leslie G. Lupo
Michael Sadowski

WYANDOTTE MUNICIPAL SERVICES

Electric, Steam, Water
Cable Television and High Speed Internet
Service since 1889

5

Melanie L. McCoy
General Manager and Secretary
3005 Biddle Avenue, P.O. Box 658
Wyandotte, MI. 48192-0658
Telephone: (734) 324-7100
Fax: (734) 324-7119

April 23, 2012

The Honorable Mayor & Council
City of Wyandotte
3131 Biddle Avenue
Wyandotte, MI 48192

Honorable Mayor and City Council,

Enclosed herewith is a copy of resolutions passed by Municipal Service Commission at its regular meeting of April 17, 2012. Resolutions as follows:

1. Authorization for the Director of Information Technology to sign an agreement with AMS to provide credit card processing capabilities for online bill payments at an agreed transactional rate.

Very truly yours,

City of Wyandotte
WYANDOTTE MUNICIPAL SERVICES

David Fuller
Director of Information Technology

WYANDOTTE MUNICIPAL SERVICES
RESOLUTION

04-2012-02

A RESOLUTION AUTHORIZING THE DIRECTOR OF INFORMATION TECHNOLOGY TO SIGN AN AGREEMENT WITH AUTOMATED MERCHANT SERVICES, INC (AMS) TO PROVIDE CREDIT CARD PROCESSING CAPABILITIES FOR ONLINE BILL PAYMENTS.

WHEREAS, there is customer demand for the ability to pay Wyandotte Municipal Services utility bills online; and

WHEREAS, The City of Wyandotte, MI Strategic Plan 2010-2015 states in its Goals and Objectives that the IT Department will implement a system to allow city payments online; and

WHEREAS, the existing enterprise system has the capability to integrate online bill payments into existing workflows allowing for productivity gains; now therefore,

BE IT RESOLVED by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, that the Director of Information Technology is hereby authorized to sign an agreement with AMS to provide credit card processing capabilities for online bill payments at an agreed transactional rate.

ADOPTED, this the 17th day of April, 2012.

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: _____
Fred DeLisle, President

By: _____
Melanie McCoy, Secretary

Online Bill Payment – Executive Summary

THE CITY OF WYANDOTTE, MICHIGAN

Strategic Plan 2010-2015

Goals and Objectives

"The IT Department will implement an egovernment application including facilities for the payment of city fees, fines and taxes, and the completion of city forms and applications."

Online bill presentation and payment for services is considered by many today to be a competitive requirement. Providing our ratepayers the ability to view and pay their bills online at their own convenience, rather than just our stated business hours should be implemented to match customer expectations. Though we currently have drop-off and recurring electronic draft payments, in addition to traditional mail and counter payments, online billing provides an enhanced customer experience that will allow us to potentially reduce cost.

Online Bill Payment Options

1. **Do nothing.**

   Our customers have several options to pay their bill as mentioned above.

2. **Provide online bill presentation.**

   Our current enterprise software application allows us to present utility bills online at no new cost (other than in-house staffing hours) to WMS.

3. **Online bill payment through third-party free application and processor.**

   Several vendors provide online bill payment with no implementation charges, but at a higher transactional rate. Bill presentation would be as in option 2. Payment processing would be batched and require manual activity, reducing overall productivity gains. There would be costs incurred to develop a means to provide billing information to the vendor. Though the solution would remain if WMS and the City move to a new enterprise platform, there would be additional implementation costs incurred at that time.

4. **Online billing solution through third-party application and processor.**

   Several vendors offer full-service billing applications that would require a greater initial investment to implement. There would still be transactional costs associated with credit card processing. All other concerns associated with option 3 would remain.

5. Online billing using our existing investments and a third-party processor.

   WMS and the City currently have the ability to present customer bills online. This solution has low transactional costs that are reduced by using an approved vendor. There are processor transactional fees, but this solution is automated, requires no manual intervention, and effectively provides service comparable to paying in person in that payments are recorded immediately.

   Recommendation

   The recommended solution is Option 5.

   Enabling the ability to process credit cards through our existing system would cost $.055 per transaction with a monthly minimum of $150 and a fee not to exceed $1,500 per month by using an approved vendor. This solution will allow WMS to provide online billing in the timeliest manner to meet customer demand. This will also leverage existing investments and provide a customer experience that ensures payments are recorded without delay.

Processor Transactional Fees

The fees associated with processing a credit card online are numerous including fixed and variable costs. Those costs decrease proportionately with higher payments. The vendor has provided advantageous government utility pricing for us; below are sample fees based on a $100 transaction:

Visa (Government-Utilities-Credit) - $100 transaction

$.75 per transaction (Visa Interchange) - $.75
.11% (Visa Assessment Fee) - $.11
.0195 per transaction (Visa Access Fee) - $.0195
.20% (AM5 Processing Fee) - $.20
$.10 (AMS Authorization Fee) - $.10
$.05 (AMS Capture Fee) - $.05

Total - $1.23

Visa (Government-Utilities-Debit) - $100 transaction

$.65 per transaction (Visa Interchange) - $.65
.11% (Visa Assessment Fee) - $.11
.0195 per transaction (Visa Access Fee) - $.0195
.20% (AMS Processing Fee) - $.20
$.10 (AMS Authorization Fee) - $.10
$.05 (AMS Capture Fee) - $.05

Total - $1.13

MC (Government-Utilities-Credit) - $100 transaction

$.65 per transaction (MC Interchange) - $.65
.11% (MC Assessment Fee) - $.11
.0185 per transaction (MC Access Fee) - $.0185
.20% (AMS Processing Fee) - $.20
$.10 (AMS Authorization Fee) - $.10
$.05 (AMS Capture Fee) - $.05

Total - $1.13

MC (Government-Utilities-Debit) - $100 transaction

$.45 per transaction (MC Interchange) - $.45
.11% (MC Assessment Fee) - $.11
.0185 per transaction (MC Access Fee) - $.0185
.20% (AMS Processing Fee) - $.20
$.10 (AMS Authorization Fee) - $.10
$.05 (AMS Capture Fee) - $.05

Total - $0.93

Visa/MC (Regulated Durbin Debit) - $100 transaction

$.22 per transaction (Visa/MC Interchange) - $.22
.05% (Visa/MC Interchange) - $.05
.11% (Visa/MC Assessment Fee) - $.11
.0195/.0185 per transaction (Visa/MC Access Fee) - $.0195/$.0185
.20% (AMS Processing Fee) - $.20
$.10 (AMS Authorization Fee) - $.10
$.05 (AMS Capture Fee) - $.05

Total - $0.75

Our software fees of $0.055 would also need to be included, but you can see that these are relatively low costs to meet our customers' expectations, position us to provide future customer experience enhancements, and realize productivity gains.

SUNGARD
PUBLIC SECTOR

Add-On Quote

Cost Detail

Name: Wyandotte, MI
Address: 3005 Biddle Avenue
City, State, Zip: Wyandotte, MI 48192
Contact: David Fuller
Quote Date: February 6, 2012
Quote Expiration: May 7, 2012

SunGard Public Sector Products	Tier	License	Maintenance	Other	Training		Implementation	
					Days	Cost	Install/ Config	Proj Mgmt
ONESolution Transaction Manager (KT) – Upgrade	ALL	See Note	0		0	0	0	0

SUNGARD
PUBLIC SECTOR

Add-On Quote

Cost Detail

Name: Wyandotte, MI
Address: 3005 Biddle Avenue
City, State, Zip: Wyandotte, MI 48192
Contact: David Fuller
Quote Date: February 6, 2012
Quote Expiration: May 7, 2012

Payment Terms:

1. License fees, including third-party; hardware; and project management are due at contract execution date, signed quote, or receipt of purchase order.
2. Installation Fees are due upon completion.
3. SunGard Public Sector Application Annual Support - the initial term of Maintenance and Support Services is included in License Fees and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support fees shown for the second term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Third-Party Application Annual Support Fees - payment terms shall be as provided by the Third-Party to Customer with the exception that any fees listed above for the initial term of support are due upon execution of this Quote.
4. Training due as incurred.
5. Travel, out of pocket and living expenses are not included in above pricing and will be invoiced as incurred.

Notes:

1. Pricing is for the application as-is. Any modifications or conversions will incur additional costs
2. There is no testing and acceptance period. The SunGard Public Sector application warranty period is one (1) year after the Delivery Date. "Delivery Date" means for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.Q.B. SunGard Public Sector's place of shipment.
3. This quote constitutes a Supplement to the existing Software License and Services Agreement signed by SunGard Public Sector Inc. and Customer. Except as provided herein, all terms of the Agreement remain in full force and effect.
4. Licensed Programs may be used in machine-readable object code form only.
5. Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard Public Sector for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard Public Sector does not make any warranties nor provide any source code for any non-SunGard Public Sector products unless otherwise provided herein. The return and refund policy of each individual third-party hardware or third-party software supplier shall prevail unless otherwise provided herein.
6. Scheduled Resource Changes: For training and onsite project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or onsite project management plus incurred expenses.
7. Additional hardware and/or third-party software may be required. For windows hardware specifications and information, please contact Dov Koplovsky at NEWCOM - dov.koplovsky@newcomglobal.com or (781) 826-7989. For IBM Hardware please contact Dino Vlachos at SunGerd Public Sector VAR - 770-216-4426.
8. Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

SUNGARD
PUBLIC SECTOR

Add-On Quote

Cost Detail

Name: Wyandotte, MI
Address: 3005 Biddle Avenue
City, State, Zip: Wyandotte, MI 48192
Contact: David Fuller
Quote Date: February 6, 2012
Quote Expiration: May 7, 2012

Special Terms Relating to ONESolution Transaction Manager: In addition to any ONESolution Transaction Manager configuration and / or setup fee(s) listed above, Customer will be responsible for payment of a monthly usage fee on a monthly basis relating to the ONESolution Transaction Manager. Upon the conclusion of each month following installation of the ONESolution Transaction Manager (KT), SunGard Public Sector will invoice Customer a monthly usage fee equal to the following:
i. Eight point five cents ($0.085) for each transaction processed by the ONESolution Transaction Manager during the prior month;
or
ii. Five point five cents ($0.055) for each transaction processed by the ONESolution Transaction Manager during the prior month provided that Customer utilizes a SunGard Public Sector approved payment partner for that transaction's related merchant services;
or
iii. One hundred Fifty dollars ($150.00) if the applicable transaction-based monthly usage fee is not greater than One hundred Fifty dollars ($150.00).

Notwithstanding, there is a monthly maximum or "cap" of one thousand, five hundred dollars ($1,500.00) for monthly usage fees related to SunGard Public Sector originated transactions. Third-party originated transactions are excluded from this maximum.

For customers utilizing the ONESolution Transaction Manager as part of a Click2Gov upgrade, monthly service fees related to the ONESolution Transaction Manager are suspended until January of 2012. For these customers, January of 2012 will be the first billable month for the payment solution.

The per transaction rates that are used to calculate each monthly usage fee as well as the minimum and maximum monthly usage fees as described above are subject to change on an annual basis. Transaction rates will be indicated in SunGard Public Sector's monthly invoices being sent to Customer and the new transaction rates will be effective upon Customer's next annual Maintenance renewal date, per the Software Maintenance Agreement. Other changes to these special terms relating to ONESolution Transaction Manager may occur at any time as may be required and such changes will be effective upon SunGard Public Sector's written notice to all Customer's who utilize ONESolution Transaction Manager services.

For the purpose of the ONESolution Transaction Manager, the term "transaction" means a transaction that is submitted to the ONESolution Transaction Manager whether such transaction might be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to SunGard Public Sector, Customer may terminate the ONESolution Transaction Manager subscription effective upon the last day of the month in which the notice period concludes. The ONESolution Transaction Manager is the only solution for real-time, online transaction processing within the SunGard Public Sector suite of internet and core products.

The ONESolution Transaction Manager solution is available 24 hours / 7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Upon installation of the ONESolution Transaction Manager, Customer's license to use ONEPoint Payment Engine – KL (if applicable) shall terminate.

9. Applicable taxes are not included in the above fees and if applicable, will be added to the amount in the payment invoices.

10. Please indicate that your purchase is per the terms and conditions of this proposal dated: **February 6, 2012**

The pricing, terms and conditions in this quote will be honored provided this quote is fully executed within 90 days from date of quote.

Wyandotte, MI
David Fuller
3005 Biddle Avenue
Wyandotte, MI 48192

Authorized Signature	**Date**	**Printed Name**

AUTOMATED
MERCHANT
SYSTEMS
INCORPORATED
Experts in Electronic Payments

March 6, 2012

Mr. David Fuller
Director of IT
City of Wyandotte
3200 Biddle Ave, Suite 200
Wyandotte, MI 48192

Dear David,

Enclosed please find the following information for your review, comments and approval.

Automated Merchant Systems, Inc. appreciates the opportunity of providing your organization with a proposal for credit card processing services. We have a comprehensive approach to the electronic payments industry which is specifically designed to meet the payment processing needs of Government merchants nationwide.

With our expertise in the Public Sector, we will assist you in accomplishing a smooth set-up and transition with SunGard for accepting credit card payments at your city.

In addition, AMS is committed to providing your organization with the upfront education and ongoing information necessary to keep current in the fast paced and constantly changing electronic payments industry. Our proposal details ALL the applicable interchange categories that can apply to your transactions with complete disclosure on how your organization can qualify for the rates associated with each category.

AMS will ensure that the services you have selected from us are ready when you want them active. All service fees are detailed on the enclosed Exhibit "A" for your consideration.

Trusting this meets with your approval, please authorize us to move forward by signing and returning our Exhibit "A" and we will be happy to schedule a conference call to discuss your implementation project.

Thanks again for your time and consideration.

Sincerely,

Matthew R. Cherry
VP of Sales

600 Northlake Blvd., Suite 140
Altamonte Springs, FL 32701
Phone: (407) 331-5465
Fax: (407)331-7524

www.automatedmerchant.com

EXHIBIT "**A**"
AMS PRICING SCHEDULE FOR: City of Wyandotte

BILLING CATEGORY:	DISCOUNT RATE / PRICE:	NOTES:
VISA/MasterCard/Discover Fees:		
All Transactions:	Interchange + 0.20%	Per Visa / MasterCard / Discover requirements
Visa/MC Transactions:	0.11% + $0.0195	Visa's Dues & Assessments
	0.11% + $0.0185	MasterCard's Dues & Assessments
	0.13% + $0.0185	MasterCard's D&A (Trans > $1,000.00)
Discover Transactions:	0.10% + $0.0185	Discover's Dues and Assessments
International Transactions:	0.40% + 0.45%	Visa Intl (IAF & ISA) Assessments
	0.40% + 0.55%	MC US Cross Border + Acquirer Fee
	0.40% + 0.55%	Discover Intl Service + Support Fee
Per Item Capture Processing Fee:	$ 0.05 Per Item	ALL VISA/MasterCard/Discover transactions, including Business, Corporate, and Purchasing Card transactions
PCI Non-Compliance Fee:	0.05%	**Eliminated upon PCI Compliance**
AUTHORIZATION /COMMUNICATION:		
VISA/MasterCard/Discover Transactions: (Includes: Authorization, Declines, and Inquires)		
Local / 950 / SSL / Watts	$ 0.10/call	Local-node, 950 or SSL calls
AMEX Transactions: (Includes Authorization, Declines, Capture and Inquires)		
Local / 950 / SSL / Watts	$ 0.15/call	Local-node, 950 or SSL calls
BANCARD PROCESSING FEES:		
Statement Fee:	$ 7.50/month	Per merchant Number
Minimum Fee:	$ 10.00/month	Per merchant Number
Voice	$ 0.75/call	EDC back-up (Voice Authorization)
Chargeback Fee:	$ 15.00/item	Includes retrievals at no cost.
INTERNET PROCESSING FEES:		
Gateway Fee:	$ N/A	Per MID-TID
Transaction Fee:	$ N/A	After the First 250 per month
OPTIONAL SERVICES		
Reporting (eConnections)	$ N/A	Per Merchant ID
SPECIAL AUTHORIZATION SERVICES:		
Visa Misuse of Authorization	$0.045/tran	Applies to any auth not settled
Visa Zero Floor Limit Non-Auth	$0.100/tran	Assessed for NO authorization code
Visa Zero Dollar Verification	$0.025/tran	Assessed on each $0.00 verification
Visa Base II Fee	$0.003/tran	Applies to All Visa US Transactions
MC Partial or Reversal of Auth	$0.045/tran	Applies each time an auth is adjusted
MC Processing Integrity Fee	$0.045/tran	Authorization not cleared in time
MC Account Status Inquiry/AVS	$0.025/tran	Intra- card and merchant same region
MC Account Status Inquiry/AVS Intl	$0.030/tran	Inter- card and merchant different

Customer's Signature: _____ **Date:** _____

OFFICIALS

William R. Griggs
CITY CLERK

Andrew Swiecki
TREASURER

Colleen A. Keehn
CITY ASSESSOR

(b)

MAYOR
Joseph Peterson

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

JODY L. EGEN
DIRECTOR OF MUSEUMS AND CULTURAL AFFAIRS

Mayor and City Council
3131 Biddle Ave.
Wyandotte, MI 48192

Thursday, April 19, 2012

Honorable Mayor and City Council;

As per the request of Mayor Peterson, please find below a marketing plan assembled for the promotion of the Wyandotte Millennium Trolley by Heather Thiede and myself. Also attached, is an example of marketing materials currently in production advertising the Trolley's rental information.

MARKETING PROPOSAL

- Craigslist
  - *Classified posting: no cost.*
  - *Refreshed two to three times weekly.*
- Facebook
  - *Reminder posting, no cost.*
- Wyandotte Municipal
  - *Cable commercial, no cost.*
- Posters
  - *Display in City Buildings, church halls, appx. $50.00*
- Postcards
  - *250 total, featuring rental information, appx. $56.00*
  - *Available on trolley during rentals.*
- Dollar and Sense
  - *Full color ad, 1/2 page: appx. $189.00*
- Art Fair Guide
  - *Include a full color ad, no cost.*
- City welcome packet
  - *Include rental information, no cost.*

2624 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-7297 • Fax 734-324-7283 • email: jegen@wyan.org • www.wyandotte.net

- DDA 2013 business guide
    - *Full color listing, no cost*
- Flyer to Schools
    - *For teachers and admin*
    - *Reminder that the trolley is available for field trip rentals*
- News Herald flyer/insert
    - *8.5" X 11", double-sided, full color*
        - *$600 per community*
        - *News Herald subscribers only*

- Wyandotte.net
    - *Front page scrolling graphic/link*
    - *Trolley rental page*
- Yearlong special event pocket calendar
    - *Full color graphic*
- Flicks on Bricks
    - *Pre-movie advertising screen still*
- Yearlong special event wall calendar
    - *Full color still image/month header*
- Web site listings
    - *www.onewed.com*
    - *www.brides.com*

I submit this listing and the associated attachments for your collective review. All related expenses will be paid from the Mayor's miscellaneous fund. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jody Egen

Attachments: Trolley Postcard: front and back.

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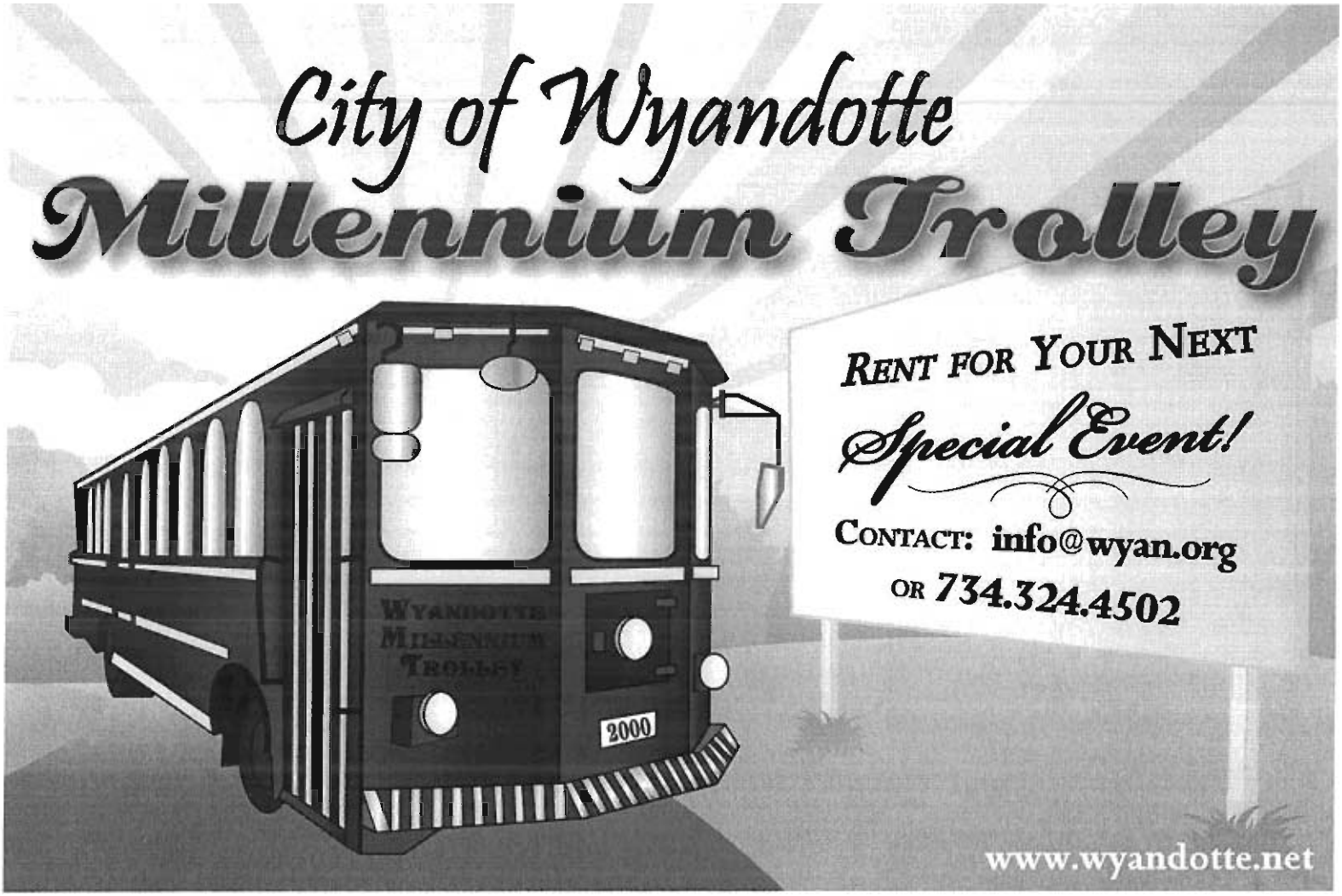
City of Wyandotte
Millennium Trolley
Rent for Your Next
Special Event!
Contact: info@wyan.org
or 734.324.4502
Wyandotte
Millennium
Trolley
2000
www.wyandotte.net

Millennium Trolley

Rental Rates

Leave the driving to us . . . *Rent the Wyandotte Trolley!*

Our trolley is available for birthdays, weddings, business functions, or any special occasion

Wyandotte Resident Rates

Monday through Thursday
- ★ $50 per hour, first 5 hours
- ★ $25 per hour thereafter

Friday/Saturday/Sunday
- ★ $100 per hour, first 5 hours
- ★ $50 per hour thereafter

Non-Wyandotte Resident Rates

Monday through Thursday
- ★ $100 per hour, first 5 hours
- ★ $50 per hour thereafter

Friday/Saturday/Sunday
- ★ $150 per hour, first 5 hours
- ★ $100 per hour thereafter

Deposit

$100 Security Deposit will hold your date, this deposit will NOT be refunded to you after your rental, this payment will go towards your entire rental fee. The balance is due one week prior to rental date - final payment must be in check or money order.

(Note: The trolley can not leave Wayne County)

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR

CITY OF Wyandotte MICHIGAN • 1854

MAYOR
Joseph Peterson

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

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

Tuesday, April 17, 2012

Honorable Mayor Joseph Peterson & City Council Members
3131 Biddle Avenue
Wyandotte, Michigan 48192

Dear Honorable Mayor Joseph Peterson & City Council Members -

Please find attached the contracts Larry Lee and Back in the Day to provide entertainment at the Wyandotte Street Art Fair on July 11th 2012.

We feel that this group will once again provide excellent entertainment and will help make our downtown a destination of choice for residents of not only Southeast Michigan but to the numerous visitors from various States who are attending our Art Fair.

We appreciate your approval of this contract and support of our Department of Recreation, Leisure & Culture events.

Sincerely yours,

Heather A. Thiede
Special Event Coordinator

3131 Third Street • Wyandotte, Michigan 48192 • 734-324-4502 • Fax 734-324-7296 • email: info@wyan.org • www.wyandotte.net

WYANDOTTE STREET ART FAIR
CITY OF WYANDOTTE ENTERTAINMENT AGREEMENT

An agreement made this _16_day of __March___, 2012 between the City of Wyandotte and

Name of Musical Group: _____Larry Lee and Back in the Day_____

Name of Contact Person: _____Larry Lee_____

Contact Address: 5131 St. Antoine Det. Mi. 48202

Phone Number: 248 330 8640

Business ID Number: [redacted]

Music Style: R&B, Funk, Motown

Number of Entertainers: 10

It is mutually agreed between the parties that Larry Lee (name of contact on the w-9 receiving the check) will furnish _2 HRS Entertainment_____for the Wyandotte Street Art Fair on: _____July 11th from 9 pm to11 pm _____

The price for this engagement is __$2,400_____

Deposit – City agrees to reserve date with a____$1,200_____. If no deposit is required, please specify here if not required _____.

If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte.

This engagement will be held outside. The City of Wyandotte agrees to allow the vendor to market CD's during the performance within the entertainment area with 20 feet of the stage.

The undersigned agrees to abide by the City of Wyandotte Ordinance and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for Larry Lee _____agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event.

Signature of Entertainment Representative

Date 3-22-12

Signature of City Representative

Date_____

W- 9

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Larry Lee

Business name, if different from above
Back In The Day Band LLC

Check appropriate box: ☑ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
5131 St. Antoine

Requester's name and address (optional)

City, state, and ZIP code
Detroit, Mich 48202

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number
[redacted]

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3.22.12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR

CITY OF Wyandotte MICHIGAN • 1854

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MAYOR
Joseph R. Peterson

COUNCIL
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Sheri Sutherby Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

April 17, 2012

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

Re: Part of the Former 615 Chestnut and 2826 6th Street

Dear Mayor Peterson and Council Members:

Attached please find a Purchase Agreement to sell 35' x 72.5' of the former 615 Chestnut and 35' x 65' of the former 2826 6th Street to David and Judith Owens, the adjacent property owner, at 2818 6th Street, Wyandotte, in the amount of $4,877.00. The combination of the two (2) parcels will result in one (1) parcel measuring 72.50' x 100'.

If Council concurs with these sales, the attached Resolution will authorize Mayor and Clerk to execute the necessary documents.

Very truly yours,

Mark A. Kowalewski
City Engineer

Colleen A. Keehn
City Assessor

MAK/CAK:kr

Attachments

cc: Mr. and Mrs. Owens, 2818 6th Street, Wyandotte, MI 48192

3131 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-4551 • Fax 734-324-4535 • email: engineering1@wyan.org • www.wyandotte.net

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

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the { City / Xxxxxxxx / Xxxxxxx of

Wyandotte, Wayne County, Michigan, described as follows: South 35 feet of Lot 7 and south 35 feet of Lot 6 and the west 35 feet of the north 37.5 feet of the south 72.5 feet of Lot 6 block 171 Plat of Part of Wyandotte, as recorded in L1 P140 WCR being known as Part of the Former 615 Chestnut and 2826 6th Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit __ if any, now on the premises, and to pay therefore the sum of Four Thousand Eight Hundred Seventy-Seven Dollars and 00/100 ($4,877.00) 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 ser 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.
Purchaser's Default	
Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, 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.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: None If the Seller occupies the property, it shall be vacated on or before closing. From the closing to the date of vacating property as agreed, SELLER SHALL PAY she sum of $ NA per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of $ NA 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

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

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

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

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

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

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

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

The closing of this sale shall take place at the office of 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: This Agreement is contingent upon the following: 1.City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 2818 6th Street. 3. Purchaser is responsible for all closing fees including, title premium, Wayne County Fee of $150.00 and recording fees. Closing fees will be due at time of closing. 4. A deed restriction will be placed on the property which will indicate that if the property at 2818 6th Street is foreclosed on by any entity the property being purchased under this Agreement will revert back to the City of Wyandotte. 5. Property is being purchased in an "as is" condition.

☐ CHECK BOX IF CLOSING FEE OF $200.00 IS TO BE PAID BY PURCHASER IS REQUIRED.

IN PRESENCE OF:

David Owens L. S
Purchaser

Judith Owens L. S
Purchaser

Address 2818 6th Street, Wyandotte, MI 48192

Dated _____

Phone: 734 285-7702

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:

CITY OF WYANDOTTE:

_____ L.S.
Joseph R. Peterson, Mayor

_____ L S.
William R. Griggs, City Clerk
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

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the communication from the City Engineer and City Assessor dated April 17, 2012, regarding the sale of part of the Former 615 Chestnut and the former 2826 6th Street, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from David and Judith Owens to acquire 37.50' x 35' of the former 615 Chestnut and 35' x 100' of the former 2826 6th Street in the amount of $4,877.00; 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.

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR

CITY OF Wyandotte MICHIGAN • 1854

9

MAYOR
Joseph R. Peterson

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Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

April 17, 2012

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

RE: Vinewood Village Condominium
Wyandotte, Michigan

Dear Mayor Peterson and City Council Members:

On February 27, 2012, the City held the Lottery Drawing for the Sale of the Neighborhood Stabilization 2 (NSP2) homes at the Vinewood Village Condominiums. The City did not receive any proposals.

The Engineering Department received Offers to Purchase on April 12, 2012, from Jennifer Schrettner for 643 and 645 Vinewood in the amount of $74,000. Ms. Schrettner's preference is to acquire 645 Vinewood. Therefore, attached is an offer to Purchase the property at 645 Vinewood. Ms. Schrettner is 120% or below of area median income, completed eight (8) hours of housing counseling, receiving the minimum subsidy of 17.5% or $12,950.00 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the homes is maintained as owner occupied for five (5) years this lien will not have to be repaid.

Further, the Engineering Department received an offer for 643 Vinewood on April 5, 2012, from Tammy Folger for $74,000.00. She rescinded her offer on April 15, 2012.

Therefore, the undersigned recommends acceptance of the Offer to Purchaser from Jennifer Schrettner. If you concur with this recommendation, the attached resolution will authorize the Mayor, City Clerk and City Attorney the authority to execute the necessary sales documents. Further, I recommend the deposit from Tammy Folger be returned.

Very truly yours,

Mark A. Kowalewski
City Engineer

MAK:kr
Enclosures

cc: Jerry Miller, Wyandotte Realty
Jauron K. Leefers, MSHDA
Lindsay Hager, Capital Access
Emanuel Odom, MSHDA
Jennifer Schrettner, 368 Biddle, Wyandotte
Tammy Folger, P.O. Box 321, Wyandotte

3131 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-4551 • Fax 734-324-4535 • email: engineering1@wyan.org • www.wyandotte.net

LOTTERY FORM TO ACQUIRE NSP2 HOME

Date: 4 · 11 · 2012

TO: The Honorable Mayor and City Council
City Hall
Wyandotte, Michigan

RE: File No. 4572 DUE DATE: Monday, February 27, 2012

__ 247 Walnut __257 Walnut __ 641 Vinewood X 643 Vinewood X 645 Vinewood __ 647 Vinewood
(Please place an "X" next to the home you are submitting a Purchase Agreement on)

In order of preference: 1st 645 VINEWOOD 2nd 643 VINEWOOD 3rd _____

THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:

- [x] NSP2 SINGLE – FAMILY SALES PROGRAM GUIDELINES: has read and understands policy.
- [x] INSPECTION: Familiarity with the present condition of premises based on recent inspection.
- [x] COMPREHENSION: Understanding that Purchase Agreement is subject to the Wyandotte City Council approval prior to closing
- [x] PURCHASE PRICE: SEVENTY FOUR THOUSAND Dollars ($ 74,000 -)
- [x] DEPOSIT: One Percent (1%) of above amount enclosed. Check No. 1405.
  Make check payable to the City of Wyandotte.
- [x] Enclosed Purchase Agreement
- [x] Enclosed Housing counseling Certificate
- [x] Enclosed Pre-Qualified Mortgage Letter
- [ ] 50% or Below of Area Median Income
- [x] 120% or Below of Area Median Income
- [N/A] Written approval from MSHDA if Homebuyer Assistance exceeds $30,000.00
- [x] Purchaser understands that the properties at 641, 643, 645 and 647 Vinewood will not have geothermal heating and cooling units installed.

I/We hereby certify that income for the household has not changed since receiving the Certificate of completion of 8 hours of housing counseling.

SIGNATURE: [signature]

NAME: Jennifer Schrettner
Please print

ADDRESS: 368 Biddle Ave
Please print

Wyandotte, MI 48192
Please print

Phone: 734-718-9169

CITY OF WYANDOTTE
3131 Biddle Avenue
Wyandotte, Michigan 48192
Telephone: (734) __324-4551_____
Fax: (734) _____

EQUAL HOUSING OPPORTUNITY

OFFER TO PURCHASE REAL ESTATE

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

Wyandotte, **Wayne** County, Michigan, described as follows: UNIT 2 WAYNE COUNTY CONDO SUB PLAN #877 AKA VINEWOOD VILLAGE 57015320002000 and being known as 643 VINEWOOD 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 ALL APPLIANCES PER LISTING if any, now on the premises, and to pay therefore the sum of SEVENTY FOUR THOUSAND ($74,000.00) 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:
(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 ___FHA___ mortgage in the amount of $ 61,050.00, and pay $ __740.00__ down including 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. Purchaser understands that this Offer to Purchase is being submitted contingent upon Purchaser meeting the following requirements in each category listed below as established by the City of Wyandotte Neighborhood Stabilization Program (NSP): (1) Minimum Percentage of Down Payment: 1% (2) Minimum Credit Score: 640 (3) Employment Status: Employed or being able to show a reliable income source (4) Minimum Debt-Income Ratio: 40%
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser, at Purchaser's cost, as soon as possible Policy of Title Insurance in an amount not less than the purchase price as determined by Purchaser, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement and tax history certified to a date later than the acceptance thereof.
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.
Purchaser's Default	4. 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.
Seller's Default	5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.

Title Objections	6. 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.
Possession	7. The Seller shall deliver and the Purchaser shall accept possession of said property AT CLOSING.

Taxes and Prorated Items	8. 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 tbe date of closing in accordance with **Due Date** 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.**
Acceptance	9. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. The Seller is hereby authorized to accept this offer and the deposit of SEVEN HUNDRED FORTY ($740.00) Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered in the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purpose of not less than $ 74,000.00 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 $ 1.00.

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

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

13. 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.

14. THE PURCHASER MUST CLOSE THIS TRANSACTION WITHIN 30 DAYS OF THE EXECUTION OF THIS PURCHASE AGREEMENT. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THIS PURCHASE AGREEMENT BECOMING AUTOMATICALLY NULL AND VOID AND FORFEITURE OF DEPOSIT.

Additional conditions, if any: See Addendum attached hereto and incorporate herein for additional Paragraphs

Witness:

_____

_____

Dated: _____, 2012

SELLER: City of Wyandotte

By: _____
Its: _____
By: _____
Its: _____

PURCHASER:

X _____

_____

Dated: 4-11, 2012

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 PURCHASE AGREEMENT
FOR PROPERTY KNOWN AS ___643 VINEWOOD_
Wyandotte, Michigan

15. The Purchaser acknowledges that The City of Wyandotte (Seller) has provided the Purchaser a "Fair Housing and Equal Opportunity for All" pamphlet issued by the U.S. Department of Housing and Urban Development (HUD).

16. The Purchaser does hereby grant permission to the City of Wyandotte to use his/her photo and name in any lawful publication for the promotion of the City's Neighborhood Stabilization Program or any other approved City programs by signing photo release labeled Attachment A."

17. Household includes all persons residing at the current residence or persons living at the current residence during the past twelve (12) months. Purchaser acknowledges that the number of household members or income has not changed since his/her submission of NSP2 application.

18. Any proposal submissions exceeding one (1) per household will be disqualified. Purchaser acknowledges that they will have not submitted any other proposals for the same NSP2 home.

19. Purchaser will be responsible for title premium and recording fees, which will be deducted at time of closing.

20. This Agreement is contingent upon the approval of the Wyandotte City Council.

21. Purchaser will cooperate with the seller to provide seller access to Purchaser's monthly utility bills for the next five (5) years.

PURCHASER:

Dated: 4/11/2012

SELLER: The City of Wyandotte

By:

Its:

By:

Its:

Dated:

Attachment "A"

Photo Release Form

I hereby grant the City of Wyandotte, its successors and those acting under its authority permission to use the likeness and name of my family and myself in a photograph in any and all of its publications, including website entries, without payment or any other consideration.

I understand and agree that these materials will become the property of the City of Wyandotte and will not be returned.

I hereby irrevocably authorize City of Wyandotte to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing the City of Wyandotte's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein likeness of my family or myself appears.

Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I hereby hold harmless and release and forever discharge the City of Wyandotte, its successors and those acting under its authority from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 18 years of age and am competent to contract in my own name and in the names of my family members which are not competent. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

Jennifer Schrettner 4/11/2012

(Applicant's Signature) (Date)

Jennifer Schrettner 4/11/2012

(Printed Name) (Date)

(Co-Applicant's Signature) (Date)

(Printed Name) (Date)

If the person signing is under age 18, there must be consent by a parent or guardian, as follows:
I hereby certify that I am the parent or guardian of Colin Swart, named above, and do hereby give my consent without reservation to the foregoing on behalf of this person.

Jennifer Schrettner 4/11/2012

(Parent/Guardian's Signature) (Date)

Jennifer Schrettner

(Parent/Guardian's Printed Name)

HOMEOWNERSHIP EDUCATION

Certificate of Achievement Certifying Completion of the Eight Hour Homebuyer Education for the MSHDA NSP Program

Jennifer Schrettner

Lighthouse
of Oakland County

Lighthouse Community Development
HUD Approved Housing Counseling Agency

David Everett
MSHDA Certified Housing Counselor

Date
April 11, 2012

** Certificate is good for one year from the date listed above. **

Application Number: 0025620378

Approval Credit Terms

Applicant Name(s): Jennifer L Schrettner

Property Address: **TO BE DETERMINED**
THIS PRE-APPROVAL IS NOT VALID FOR REFINANCE TRANSACTIONS

DATE: 4/9/12

Dear Jennifer L Schrettner:

Congratulations! CCO Mortgage, a division of RBS Citizens, N.A., is pleased to announce that you have been pre-approved for a mortgage loan in the amount of **$103,600.00** or a maximum monthly housing payment of **$889.33** (including taxes and insurance). With this letter, you can begin your home search with confidence and demonstrate your purchasing power. Here are the details of your Mortgage pre-approval:

Pre-Approval Date:	04/09/2012	**Loan Program:**	FHA 30 YR FIXED
Loan to Value (LTV):	85.833	**Property Use:**	Primary Residence
Property Type:	SFR Detached		

If you have been Pre-Approved with tandem second mortgage financing along with your Mortgage, below are the details of the second mortgage.**

2nd Mortgage Amount: 0.00 **Combined LTV:** 85.833

**(Second mortgage financing may not be necessary with a higher down payment, please ask your Home Loan Advisor for more details)

Please note this approval is for credit purposes only and is valid through **08/09/2012**. If you need to extend your approval beyond this date, updated information and or credit may be necessary.

If there is any change in your income, credit, or assets as you have provided it to us, CCO Mortgage reserves the right to review any change and base our decision on the new information. This is not a commitment for a loan or for a specific rate.

Mortgage Approval Next Steps

If you decide to make a formal mortgage loan application to our bank, we will provide to you a Good Faith Estimate (GFE) of Settlement Costs within 3 business days. After you have reviewed the GFE, if you decide to move forward with your application you will be requested by the bank to provide verification documentation for your income and debts among other things. This will include a completed sales contract for the property you are purchasing, a satisfactory appraisal of the property, and documentation supporting the income and asset information you provided for your pre-approval. The sooner we receive this documentation, the quicker we can move your loan through processing, approval and on to closing. If you are unable to provide any of this information by **08/09/2012**, please let me know.

Also, if you have any questions about any of the documentation requirements, please do not hesitate to contact me.

Documentation Requirements

The following documentation must be provided in order to complete this loan application.

-Satisfactory review of property Title Commitment is required prior to closing.

-Satisfactory Homeowners Insurance Binder verifying sufficient coverage and correct loss payee name and address must be received and approved prior to closing.

-Borrower(s) to sign IRS Form [_] 4506 [_] 8821

-Borrower to contribute a minimum of 3 % or $_____ from own resources.

-If Seller is paying closing costs, maximum amount that can be paid is $_____.

-Seller paid closing costs must be applied first to discount points and prepaid items. The maximum amount of Seller paid closing costs to be applied to closing costs and not discount points or prepaid items is $_____.

-Settlement Agent to pay city, county, school taxes due and payable within 60 days of closing date and reflect payment on correct HUD-1 line number

-Settlement Agent is prohibited from including any form of 'Photo Identification' in the Legal Package forwarded to the Post Closing Department in Richmond, VA

-Fax HUD-1 to the Lender's Closing Department prior to closing. If changes are needed, the Lender requires a revised HUD-1.

-Other than for loans secured by land only sufficient hazard insurance coverage, as described on the Lender's General Instruction to Settlement Agent document

-Settlement Agent to complete notary section with all title holders on last page of the mortgage.

Thank you for trusting us to provide the financing for your new home!

Sincerely,

CCO Mortgage

Loan Officer: **James R Blewer (NMLS ID: 697431), 27777 Franklin Road, 18th Floor, Southfield, MI, 48034**

Loan Processor:

JENNIFER L SCHRETTNER
13~~966 HUNTINGTON~~ 368 Biddle Ave
~~RIVERVIEW MI 48193-7646~~ Wyandotte, MI 48192
PH 734-~~284-2844~~ 718 9169

1405
74-7971/2724

4-11-2012
Date

Pay to the Order of City of Wyandotte $ 740.00

Seven hundred + forty & 00/100 Dollars

DOWNRIVER COMMUNITY FEDERAL CREDIT UNION
Ecorse, Michigan 48229

For [redacted]

Jennifer Schrettner

DUAL AGENCY DISCLOSURE AND AGREEMENT

The undersigned Seller and Buyer acknowledge that DOWNRIVER REAL ESTATE GROUP (office), through its Sales Agent(s) JERALD MILLER and _____ is undertaking a Dual representation for the sale of the property located at 643 VINEWOOD, WYANDOTTE, MI 48192. Seller and Buyer acknowledge they were informed of the necessity of this type of representation due to the unique circumstances of this transaction. Prior to signing this contract they are hereby requested to read the following:

This situation presents a potential conflict of interest for our firm, since both of you may rely upon the advice of our Agent(s). It is our policy not to undertake this representation unless we have the written consent of both Seller and Buyer.

Any Agreement between Seller and Buyer as to the final contract price and other terms is a result of negotiations between Seller and Buyer acting in their own best interest and on their own behalf. You acknowledge that DOWNRIVER REAL ESTATE GROUP (office) has explained the implications of common representations including the risk involved and understand that Seller and Buyer have been advised to seek independent advice from their advisors or attorneys before signing any documents in this transaction.

WHAT DOWNRIVER REAL ESTATE GROUP (OFFICE) AND ITS AGENT(S)
CAN DO FOR SELLER AND BUYER WHEN ACTING AS A DUAL AGENT

1. We will treat the Seller and Buyer fairly.
2. We will provide information about the property to the Buyer.
3. We must disclose all Material Facts about the property that are known to us.
4. We will disclose qualifications of the Buyer to the Seller.
5. We can explain real estate terms.
6. We can help the Buyer to arrange for property inspections.
7. We can explain closing costs and procedures.
8. We can provide information about comparable properties that have sold, so the Seller and Buyer may make educated decisions on what price to accept or offer.
9. We will prepare an offer that may include disclosures for the Seller and Buyer.

WHAT DOWNRIVER REAL ESTATE GROUP (OFFICE) AND ITS AGENT(S)
CANNOT DISCLOSE TO SELLERS AND BUYERS

1. We cannot disclose confidential information that we may know about the Seller and/or Buyer, without written permission of the Seller and/or Buyer.
2. We cannot disclose the price the Seller will take other than the listing price without written permission of the Seller.
3. We cannot disclose the price the Buyer is willing to pay without written permission of the Buyer.
4. We cannot recommend or suggest a price the Buyer should offer.
5. We cannot recommend or suggest a price the Seller should counter and offer.

If either Seller or Buyer feels uncomfortable with this disclosure agreement, please let us know. Otherwise, we ask for the Seller's and Buyer's permission to act as a Dual Agent in this transaction.

By acknowledging below, you do approve and agree that DOWNRIVER REAL ESTATE GROUP (office), and its Agent(s) may act as Dual Agents in this transaction.

SELLER JOSEPH R. PETERSON, MAYOR	DATE	BUYER JENNIFER SCHRETTNER	04/11/2012 DATE
SELLER WILLIAM R. GRIGGS. CITY CLERK	DATE	BUYER	DATE

Rev. 06/02

MICHIGAN ASSOCIATION OF REALTORS

EQUAL HOUSING OPPORTUNITY

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

(1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:

(a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.

(b) The performance of the terms of the service provision agreement.

(c) Loyalty to the interest of the client.

(d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.

(e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**

(f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.

(g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

(a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.

(b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.

(c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.

(d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.

(e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A snbagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the bnyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, bnt only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary dnties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fidnciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

_____ Seller's agent

_____ Seller's agent - limited service agreement

_____ Buyer's agent

_____ Buyer's agent - limited service agreement

___X___ Dual agent

_____ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)

_____ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

_____ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

___X___ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Licensee JERALD MILLER — Date: April 11, 2012

Licensee — Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned _____ DOES _____ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as _____ SELLER _____ BUYER.

X

Potential ☒ Buyer ☐ Seller (check one) — Date: April 11, 2012
JENNIFER SCHRETTNER

Potential ☐ Buyer ☒ Seller (check one) — Date
CITY OF WYANDOTTE

Disclaimer This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

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Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND COUNCIL that Council concurs with the recommendation of the City Engineer dated April 17, 2012, regarding the sale of the home at 645 Vinewood, Wyandotte, Michigan; AND

BE IT FURTHER RESOLVED that Council accepts the offer to purchase from Jennifer Schrettner, to acquire the property at 645 Vinewood in the amount of $74,000; AND

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

BE IT FURTHER RESOLVED that the deposit from Tammy Folger regarding 643 Vinewood be returned.

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR

CITY OF Wyandotte MICHIGAN • 1854

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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

April 17, 2012

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

RE: Part of the Former 575-571 Elm
Lot Size: 70' x 140'

Dear Mayor Peterson and Council Members:

Attached please find a Purchase Agreement to sell 10' of the above captioned property to Craig and Dine Miller, the adjacent property owners at 527 Elm, in the amount of $1,000.00. The combination of the two (2) lots would result in one (1) lot measuring 45' x 140'.

If Council concurs with this recommendation, the attached Resolution with authorize the Mayor and City Clerk to execute the necessary documents.

Very truly yours,

Mark A. Kowalewski
City Engineer

Colleen A. Keehn
City Assessor

MAK/CAK:kr

Attachments

cc: Mr. and Mrs. Miller, 527 Elm, Wyandotte, Michigan 48192

3131 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-4551 • Fax 734-324-4535 • email: engineering1@wyan.org • www.wyandotte.net

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390

William R. Look
Steven R. Makowski

(734) 285-6500
FAX (734) 285-4160

Richard W. Look
(1912-1993)

PURCHASE AGREEMENT

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the City of Wyandotte, Wayne County, Michigan, described as follows: West 10 feet of Lot 8 Block 148 Central Place Subdivision as recorded in Liber 21 Page 72 of Plats, WCR being known as Part of the Former 515-517 Elm Street, and to pay therefore the sum of One Thousand Dollars & 00/100 ($1,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY

PROMISSORY NOTE/MORTGAGE SALE

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of $1,000.00 plus closing costs to be determined at closing shall be paid to the Seller when the above described property is sold, refinanced, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property and the adjacent property currently owned by Purchaser. Purchaser is responsible to pay for the recording costs of the mortgage and discharge of mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. Should this property or the property at 527 Elm, Wyandotte, MI be foreclosed on by any Financial or County Entity this property shall be returned to the Seller.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close.
Purchaser's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Seller's Default	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____
Possession	If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY she sum of $___ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of $___ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with __due date_____ (Insert one: *"Fiscal Year" "Due Date."* If left blank, *Fiscal Year* applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. **Due dates are August 1 and December 1.**
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

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

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

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

The closing of this sale shall take place at the office of _____ _____. 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: **Contingent upon the following: 1.City Council approval. 2. Seller agrees, at closing, to combine this property with property currently owned by Purchaser known as 527 Elm. Purchaser will be responsible for closing fees including, but not limited, to engineering & tax mapping services of Wayne County in the amount of $150.00, title premium and recording fees. Closing fees will be included into the Promissory Note/Mortgage amount. Further, a deed restriction will be placed on the deed which will indicate that if the property at 527 Elm is foreclosed on by any entity the property being purchased under this Agreement will revert back to the City of Wyandotte. Property is being purchased in an "as is" condition.**

☐ CHECK BOX IF CLOSING FEE OF $200.00 IS TO BE PAID BY PURCHASER IS REQUIRED.

IN PRESENCE OF:

_____ L.S.
Craig Miller *Purchaser*

_____ L.S.
Diane Miller *Purchaser*

Address 527 Elm, Wyandotte, MI 48192

Dated 3-30-12

Phone: 734-365-1906

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____ _____ *Broker*

Phone _____ By: _____

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

_____ L.S.
Joseph R. Peterson, Mayor Seller

_____ L.S.
William R. Griggs, City Clerk Seller

Address 3131 Biddle Ave., 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.
Purchase

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

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council that Council concurs with the recommendation of the City Engineer and City Assessor dated April 17, 2012, regarding the sale of part of the Former 515-517 Elm, Wyandotte; AND

BE IT FUTHER RESOLVED that the Council accepts the of Mr. and Mrs. Miller in the amount of $1,000.00 to purchase 10 feet of the former 515-517 Elm; AND

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

First Reading

AN ORDINANCE ENTITLED

AN ORDINANCE SETTING THE SALARY FOR THE DEPARTMENT OF LEGAL AFFAIRS

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Salary for Department of Legal Affairs

The salary for the law firm of Look, Makowski and Look, P.C. as the Department of Legal Affairs for the City of Wyandotte shall be at a yearly salary of Seventy-Eight Thousand and no100 ($78,000.00) Dollars to cover the period from April 16, 2012 to April 15, 2014. In addition, the law firm shall be reimbursed for miscellaneous costs and expenses incurred when acting as legal counsel for the City of Wyandotte.

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3131 Biddle Avenue, Wyandotte, Michigan.

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

YEAS	COUNCILMEN	NAYS
_____	Browning	_____
_____	DeSana	_____
_____	Fricke	_____
_____	Galeski	_____
_____	Sabuda	_____
_____	Stec	_____

Absent: _____

I hereby approve the adoption of the foregoing ordinance this ____ day of _____ _____, 2012.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the ____ day of _____, 2012.

Dated _____, 2012

_____
JOSEPH R. PETERSON, Mayor

_____
WILLIAM R. GRIGGS, City Clerk

Final Reading

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO REZONE THE PROPERTY KNOWN AS 98 WALNUT FROM PLAN DEVELOPMENT DISTRICT (PD) TO VEHICULAR PARKING DISTRICT (P-1)

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property:

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

Lots 9 and 10 except the north 78 feet thereof Block 51 Plat of Wyandotte

Known as: 98 Walnut, Wyandotte, Michigan

be and is hereby rezoned from Plan Development District (PD) to Vehicular Parking District (P-1).

Section 2. Amendment of Zoning Map.

The zoning Map of the City of Wyandotte be and is hereby amended in accordance with the provisions of this Ordinance as set forth in Zoning Map. No. 277

Section 3. Severability.

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

Section 4. Effective Date.

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

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

YEAS	COUNCILMEN	NAYS
_____	Browning	_____
_____	DeSana	_____
_____	Fricke	_____
_____	Galeski	_____
_____	Sabuda	_____
_____	Stec	_____

Absent: _____

I hereby approve the adoption of the foregoing ordinance this _____ day of _____, 2012.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the _____ day of _____, 2012.

Dated _____, 2012

_____
JOSEPH R. PETERSON, Mayor

_____
WILLIAM R. GRIGGS, City Clerk

RT TWO FAMILY RESIDENTIAL DISTRICT

PD PLANNED DEVELOPMENT DISTRICT

P-1 VEHICULAR PARKING DISTRICT

NORTH

NOT TO SCALE

CITY OF WYANDOTTE, MICHIGAN
AMENDED ZONING MAP NO. 277

ORDINANCE NO.
DATED

MAYOR: _____
JOSEPH R. PETERSON

CLERK: _____
WILLIAM R. GRIGGS

Automatic Referral

St. Stanislaus Kostka Parish

266 Antoine Street • Wyandotte, MI 48192
(734) 285-9509 • Fax: (734) 285-0124

April 13, 2012

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

Dear Honorable Mayor and City Council:

On May 25, 26, and 27, 2012, St. Stanislaus Kostka Parish will be holding their 41st Annual Polish Festival. We are requesting permission to place signs on the following city owned properties to advertise for this event.

Goddard, corner of Beaver Park
Waste Treatment plant Pennsylvania and Biddle
277 Goddard
Former Wyandotte Theater property
Biddle & Grove
9th & Vinewood
3rd & Northline
Chase Bank Biddle & Eureka N. W. corner
Ford Realty Northline
2015 Biddle Old Police Station

We wish to place these signs at the above locations, if approved, from May 7, 2012, until May 30, 2012.

Should you have any questions regarding this matter, please feel free to contact me at St. Stanislaus Parish at 734-285-9509 ext. 21.

Sincerely,

Kathleen A. Dwornick

Kathi Dwornick
Stanislaus Kostka Parish
266 Antoine

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR

CITY OF Wyandotte MICHIGAN • 1854

JOSEPH R. PETERSON
MAYOR

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

Reports
+
minutes

3131 Riddle Avenue • Wyandotte, Michigan 48192 • 734-324-4560

Wyandotte, Michigan April 16, 2012

Regular session of the City Council of the City of Wyandotte, the Honorable Mayor Joseph Peterson presiding.

ROLL CALL

Present: Councilpersons Browning, DeSana, Fricke, Galeski, Sabuda

Absent: Councilperson Stec

COMMUNICATIONS MISCELLANEOUS

WYANDOTTE CITY CLERK
2012 APR 17 P 4: 26

April 12, 2012

City of Wyandotte
Mayor Joseph R. Peterson and City Council
3131 Biddle Avenue, Wyandotte, Michigan 48192

Reference: Wyandotte Vietnam Veterans Memorial Third Friday Presence

Dear Honorable Mayor Joseph R. Peterson and City Council,

As you are aware, there is currently a large, ongoing fundraising effort taking place to accumulate funds to place a monument in Wyandotte to remember our cities ten fallen sons and also to honor all Vietnam veterans. The projected cost is estimated to be approximately $25,000, which is being funded by this committee at no cost burden to the City of Wyandotte. Our plan is to dedicate this monument on Veterans Day, November n, 2012. Therefore, our need is immediate.

Today, we are looking for your approval to have a noticeable Biddle Avenue presence on the Third Friday's from April 20th to October 19th. We would like to set up a table in an area that is highly visible to all pedestrians, preferably on the west side of Biddle between Maple and Elm, but not to be limited to this area, to answer questions, promote our other planned fundraisers, receive donations and to accept paver orders.

Thank you for your consideration.

Sincerely yours,
Thomas R. Woodruff, Wyandotte Vietnam Veterans Memorial Committee

April 5, 2012

The Honorable Joseph R. Peterson, Mayor; and, Members of the Wyandotte City Council
City of Wyandotte, 3131 Biddle Avenue, Wyandotte, MI 48192

SUBJECT: Earth Day 2012 Tree Planting

Honorable Mayor Peterson, and Members of the Wyandotte City Council,

To celebrate Earth Day 2012, BASF is requesting approval to plant 4 trees in Bishop Park on Monday, April 23, 2012. BASF selected the site for the benefit of the City of Wyandotte and all of its residents. Citizens of Wyandotte today, and years from now, will enjoy trees planted this month.

BASF welcomes the opportunity to do good things for Wyandotte, and strives to do them well. Subject to City Council approval, we have retained Tim DeBacker, a local landscape architect to coordinate with the Department of Public Services and Recreation Department on proper species, appropriate size and suitable location of trees for the Park. BASF would like to schedule the dedication and installation of the trees on Monday, April 23, at 2:00 p.m., rain or shine. We would like to invite you, members of the City Council, city administration and residents to attend a small Earth Day ceremony at that time.

I, on behalf of BASF, respectfully, ask the Council to grant a request to plant 4 trees within the city park. We would ask an item appear on the April 9th or 16th agenda and that a motion be made, such as,

MOTION: RESOLVED that BASF be permitted to plant trees in Bishop Park in recognition of Earth Day 2012, subject to coordination with city service staff.

I thank you for your thoughtful consideration. Feel free to contact me or Marika Diamond, Communication Manager (734.324.6202), if you have any questions.

Sincerely,
Gregory E. Pflum, BASF Corporation, 1609 Biddle Avenue, Wyandotte, MI 48192

March 26, 2012

The Honorable Mayor Joseph Peterson And Members of the City Council
City of Wyandotte, 3131 Biddle Avenue, Wyandotte, MI 48192

Dear Mayor Peterson and Members of the City Council,

On behalf of Wyandotte Boat Club and rowers downriver we would like to express our sincerest thanks for your support of "Blitzen the Dotte", our holiday run before the annual Christmas Parade.

This run brought almost 800 runners and walkers from around the state, as well as their family and friends to our fine city. The runners looped the downtown area and ran through our beautiful golfcourse. This past year we also added a free children's fun run with 35 participants. We expect all numbers to increase in 2012.

With the cooperation and assistance of the DPS, Recreation, and Police departments this race ran smoothly and problem free.

At this time we would like to request your permission to run this race again, before the parade in 2012. It was a success for us and we believe it proved to be a special showcase for the city of Wyandotte, bringing runners and their families from as far as Lansing, Indiana, and Toledo Ohio, as well as from the surrounding area.

Once again, our sincerest thanks for your support.

For the Wyandotte Boat Club, Valerie M. Nicholson

April 4, 2012

Your Honorable Mr. Mayor Peterson,

I am a letter carrier and resident here in Wyandotte and cannot remember within my lifetime this city without the United States Postal Service. I have been questioned multiple times on a daily basis about the closing of the Oak Street station.

I am forwarding information to you in regards to your generous offer regarding space available to continue service to the residents in Wyandotte. It is in regards to the village of Glenn, MI. If I recall correctly, Christmas, MI also has a local shop that conducts postal services (especially at Christmas time for the specific local stamp).

There is much more research and possibly forms and legalities to be done but wanted to inform you of this possible opportunity for the good residents of Wyandotte.

I await your response in regards to this important community issue. I will do my best to help further this endeavor on behalf of myself and all Wyandotte citizens.

Sincerely, Ms. Lisa Walter, 1814 Fifth Street, Wyandotte, MI 48192

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

April 10, 2012

Dear Mayor and Council,

I am writing to inform you of my resignation, effective immediately, as a member of the beautification commission.

As a member of the eommission I have enjoyed working with fellow commissioners to implement and enhanee beautification projects in our city.

It has been a wonderful opportunity to have worked with many talented and enthusiastic individuals who spend a great amount of time giving from their hearts for a city they love and are proud of

Current family demands and pursuit of educational goals have necessitated my decision to resign.

Thank you for the opportunity to have served my city as a part of this amazing team.

Respeetfully, Carol Resto

PERSONS IN THE AUDIENCE

Peter Rose, representing Chelsea Clothes, this 3rd Friday close Elm Street between Oak and Biddle, referred to Mayor's Office and Police for coordination.

John Deering, Wyandotte Jaycees, 9000 eggs in Bishop Park for Easter Egg Hunt, 150 pounds of candy given out.

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

April 3, 2012

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

Gentlemen and Madam:

I am submitting for your approval the firm of Look Makowski and Look, P.C., for re-appointment as the Department of Legal Affairs for the City of Wyandotte for a two-year contract. This contract will be effective April 16, 2012 to April 15, 2014. I am recommending that their salary remain at the sum of $78,000 per year.

Please feel free to contact me if you have any questions or concerns with regard to this appointment.

Thanking you in advance for your support, I remain

Sincerely, Joseph R. Peterson, Mayor

April 10, 2012

The Honorable City Council, City of Wyandotte
Gentlemen and Madam:

I am writing to request your concurrence in the following re-appointments:

Beautification Commission (3 years) – Term to Expire 2015
Brandon Calvin, 466 Sycamore, Wyandotte
Joanne Cuva, 514 Oak #3, Wyandotte
Bill Summerell, 3105 – 21st Street, Wyandotte

Board of Examiners of Electricians (1 year) – Term to Expire 2013
Thomas Kaul 3115 Van Alstyne, Wyandotte
Louis Parker 518 Mulberry, Wyandotte
Mark Ramirez 2283 – 20th Street, Wyandotte

EDC/TIFA/BRDA (6 YEARS) – Term to Expire 2018
Larry Garmo, 6928 Seoteh Lake Rd., W. Bloomfield MI 48234
Charles Mix, 3050 Van Alstyne, Wyandotte
Alfred Sliwinski, 728 Cherry Street, Wyandotte

Municipal Service Commission (5 years) – Term to Expire 2017
Frederick DeLisle, 2035 – 19th Street, Wyandotte

Planning & Rehabilitation Commission (3 years) – Term to Expire 2015
Norman Eberts, 107 Biddle Avenue, Wyandotte
Raymond D. Parker, 1203 Superior, Wyandotte
Lawrence Tavernier, 125 Vinewood, Wyandotte

Police & Fire Commission (3 years) – Term to Expire 2015
Douglas Melzer, 3032 Van Alstyne, Wyandotte

Recreation Commission (5 years) – Term to Expire 2017
Wallace Merritt, 1057 – 1st Street, Wyandotte

Wyandotte Street Art Fair Committee
Julie K. Abshire, 3037 Van Alstyne, Wyandotte

Thanking you in advance for your support of these re-appointments, I remain

Sincerely, Joseph R. Peterson, Mayor

April 2, 2012

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

Dear Mayor Peterson and City Council Members:

MJC Templin LLC has requested an extension of time to complete the construction of the building foundation at the northwest corner of Biddle and Spruce (Templin). The new time frames would be to complete the building foundation by July 1, 2012, and complete the roof by December 1, 2013. MJC Templin LLC was required to complete the foundation by March 1, 2012, and the roof by March 1, 2013.

If you concur with this recommendation, I have enclosed an Addendum to First Option to Purchase between the City and MJC Templin LLC for your review and approval. This Addendum has been reviewed by the City Attorney.

Very truly yours, Mark A. Kowalewski, City Engineer

April 12, 2012

The Honorable Mayor Joseph R. Peterson And City Council Members
3131 Biddle Ave., Wyandotte MI 48192

Dear Mayor Peterson and Council Members:

The Board of Review of the City of Wyandotte submits the attached Poverty Tax Relief Guidelines for your approval. These guidelines will be used as standards when considering appeals made based on financial hardship.

Applications for poverty tax relief can be obtained from the office of the City Assessor. Completed applications will be acted upon during the July and December Board of Review meetings.

Sincerely,
William R. Griggs, City Clerk
Colleen A. Keehn, City Assessor
William R. Look, City Attorney
Andrew S. Swiecki, City Treasurer

April 11, 2012

The Honorable Joseph R. Peterson & City Council
3131 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor and Council:

In response to the City Council resolution dated April 3, 2012, the DDA has resolved to award Total Health Foods $5,000.00 to compensate for the change in the massage ordinance. The following motion was approved at the regular meeting of the Downtown Development Authority on April 10th, 2012.

Motion by Norm Walker, seconded by Gerry Lucas to award Total Health Foods $5,000.00 to be used to remove the shower in their business that they had to previously install as a result City's massage ordinance. Funding shall be transferred to the Miscellaneous Account number 499.200.926.790 from the DDA Fund Balance.

Voting was as follows:

G. Gilbert - No
G. Lucas - Yes
J. Peterson – Abstain
P. Rose- Yes
P. Slack - Yes
L. Stevenson – Yes
N. Walker — Yes
Motion carried 5-1

Please contact me if you should have questions.
Natalie Rankine, RA, Downtown Development Authority Director

April 3, 2012

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

Dear Mayor Peterson and City Council Members:

Enclosed please find the summary of proposals received February 27, 2012, for File No. 4574 – Commercial Building for Sale at 936 Ford Avenue, Wyandotte, Michigan.

The undersigned recommends all proposals be rejected and the property be re-bid with the following two (2) changes:

1. Require the removal of ten (10) feet of the front of the building.
2. Require a minimum bid price of one dollar ($1.00).

If you concur with this recommendation the attached Resolution will recommend same.

Very truly yours,
Mark A. Kowalewski, City Engineer Colleen A. Keehn, City Assessor

April 12, 2012

City of Wyandotte
Honorable Mayor Peterson and Honorable City Council
3131 Biddle Ave., Wyandotte, Michigan 48192

Re: 936 Ford Ave, Consideration of Bid

Honorable Chairperson Browning,

At the April 2, 2012 council meeting, the council requested that the land committee provide a bid summary and a recommendation for your consideration at your April 16th meeting. We have since received a copy of the recommendation and bid summary which at this time is disappointing and confusing.

On February 27, 2012, the City solicited proposals for the property and received four proposals. Our proposal provided clear solutions to an ongoing problem with sight distance, along with an architecturally appeasing design. We realize that our proposal did not meet the minimum. However, the reasons for our bid amount were explained in detail in our original proposal dated February 27th. In addition, the other bid proposals failed to address those issues. On Monday, you will be considering the land committee's recommendation to bid the property for a one dollar minimum, with the requirement that the first ten feet of the building be removed. This requirement is an exact duplication of our initial bid.

This recommendation is quite perplexing - why would the city consider a rebid when you have a qualified resident, taxpayer and investor ready to fulfill the requirements of their original bid? It does not make economical sense to reject a sound proposal and seek others while exposing the original proposals and architectural concepts of others. This will further prolong any development of the property.

We would respectfully request that the council accept our proposal as the best bid received and move forward with your return on your investment. Again, we are confident that we are able to complete the proposed project per the concept plans and have a project that will be a success for the City of Wyandotte.

Thank you in advance. Should you have any questions, or require any additional information, please feel free to contact the undersigned at 734 341- 4873.

Respectfully Submitted,
Joe DiSanto, Member, Coachlight Properties, LLC

April 10, 2012

The Honorable Mayor Peterson and City Council
City Hall
Wyandotte, Michigan

Dear Mayor Peterson and Council Members:

The Department of Engineering has met with United Landscape Inc. in regards to extending their contract for the grass cutting program in the City of Wyandotte. United Landscape Inc has indicated in the attached amendment that they can perform the additional work at the unit rates set forth in the contract with the City for File # 4500 – 2010 Grass Cutting Program. The conditions of the contract extension would be as set forth in the attached Amendment to Contract. Section 1.03.09 Contract Extension of the Contract Specifications allows extension of the Contract when approved by the City Council and agreed to by the Contractor.

The work will be funded from Account No. 492-200-850-520 in the amount of $40,000.00 and 101-448-825480 in the amount of $14,500.00.

The undersigned recommends that this contract extension be approved.

Very truly yours,
Gregory J. Mayhew, Assistant City Engineer

March 26, 2012

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

Dear Mayor Peterson and City Council Members:

A recent review of front and side yard setback requirements in our Business and Industrial Districts indicates a change is reeommended. This change would require new construction setbacks from street right-of-ways. These changes are as follows:

Change Table 2100 Limiting Height, Bulk, Density and Area Lands Use for front yard setbacks in OS, B-1 and B-2 Zoning Districts to be a minimum of five (5) feet and a minimum of ten (10) feet for buildings adjacent to a street right-of-way. Remove exception to reduce front yard setback to average of the block by amending note (m).

Change Section 2100: note (n) to "Side yards may be omitted if walls abutting a side yard are of fireproof construction and the building is not adjacent to a street right-of-way."

Recommend the proposed changes be referred to the Planning Commission to conduct the required public hearings to begin the process to change the requirements.

Very truly yours,
Mark A. Kowalewski City Engineer

April 3, 2012

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

Dear Mayor Peterson and City Council Members:

The Council requested an update on the relocation of Fronczak's Garage. The City closed with Mr. Fronczak regarding the property at 1158 Biddle Avenue on February 24, 2012. Mrs. Joanne Fronczak has moved into the home at 1111 1St Street on March 13, 2012. Fronczak's Garage will be completely moved from 1096 Biddle Avenue to 1158 Biddle Avenue by the end of April.

Very truly yours,
Mark A. Kowalewski City Engineer

April 2, 2012

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

Dear Mayor Peterson and City Council Members:

I am happy to inform the Council that the Engineering Department has successfully applied for and received competitive Neighborhood Stabilization Program 3 (NSP3) Funds through Wayne County for the rehabilitation of the home at 1749 2nd Street, Wyandotte in the amount of $179,823.25. See attached letter from Jill Ferrari, Director of Community Development Wayne County EDGE.

The Agreement between Wayne County and the City will be forwarded to your Honorable Body once received for your execution.

Very truly yours,
Mark A. Kowalewski City Engineer

April 9, 2012

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

Dear Mayor Peterson and Council Members:

The Department of Engineering solicited quotes from four (4) contraetors to continue renovating the 2nd Floor at 3200 Biddle Avenue for the Engineering and Assessors Offices. Only two (2) quotes were received as follows:

Chas Construetion Wyandotte, MI	$ 7,185.00
D.A. Millwork & Renovation, LLC Wyandotte, MI	$14,700.00

The undersigned recommends acceptance of the quote from Chas Construction, Wyandotte, Miehigan, in the amount of $7,185.00, which will be paid from Building Authority Funds.

Very truly yours,
Gregory J. Mayhew, Assistant City Engineer
Todd A. Drysdale, City Administrator

April 2, 2012

The Honorable Mayor Peterson and City Council
City Hall
Wyandotte, Michigan

Dear Mayor Peterson and Council Members:

The Department of Engineering has met with Alastra Construction in regards to extending their contract for the sidewalk program in the City of Wyandotte. Alastra Construction has indicated in the attached amendment that they can perform the additional work at the unit rates set forth in the contract with the City for File # 4538 —2011 Concrete Sidewalk Program. The conditions of the contract extension would be as set forth in the attached Amendment to Contract. Section 1.03.09 Contract Extension of the Contract Specifications allows extension of the Contract when approved by the City Council and agreed to by the Contractor.

The work will be funded from Account No. 249-450-825-461 in the amount of $244,525.00. They currently have a bond for $249,000.00.

The undersigned recommends that this contract extension be approved.

Very truly yours,
Mark A. Kowalewski, City Engineer

April 3, 2012

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

Dear Mayor Peterson and City Council Members:

At the meeting of April 2, 2012, Your Honorable Body requested and update on the Neighborhood Stabilization Program 2 (NSP2) and the following applies.

The City has executed Purchase Agreements on three (3) homes and two (2) condominiums. I have enclosed a Program Income spreadsheet indicating the possible anticipated Program Income. I have also enclosed a report on expenses, budget and revenue.

To date, the City has received 107 applications for NSP2 properties. Out of those applications, there are 14 that are 50% or below AMI; 10 of those applications have completed their 8 hours of housing counseling (4/10 have entered into Purchase Agreements to acquire a home) and 40 that are 120% or below AMI; 8 of those applications have completed their 8 hours of housing counseling (1/8 has entered into Purchase Agreement to acquire a home). The remaining applications were either denied or are in the processing stage, completing credit repair counseling, or have dropped out of the program.

Very truly yours,
Mark A. Kowalewski, City Engineer

Communication from the Assistant City Engineer submitting a rezoning application on behalf of Hood's Hardware.

April 2, 2012

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

RE: Elimination of Parking Bay

Dear Mayor Peterson and Council Members;

The angled parking bay located on 3rd Street between the sidewalk and curb line adjacent to the former site of Feldman Camera has become deteriorated and an eyesore. This parking bay was constructed and paid for by the adjacent property owner, Mr. John Heinbokel of Feldman Camera and Midwest Camera Repair, Inc., in 1954. Mr. Heinbokel has indicated in the attached letter that it is no longer used by the business and would like the area to be removed and replaced with a full curb and sod.

During the resurfacing of 3rd Street from Oak Street to Vinewood, this angle parking between the sidewalk and curb has been designated to be removed and replaced with full height curb with sod placed between the sidewalk and new curb. If Council concurs this parking bay will be removed as planned.

Very truly yours,
Mark A. Kowalewski, P.E., City Engineer

REPORTS AND MINUTES

Financial Services Daily Cash Receipts	April 4, 2012
Beautification Commission Meeting	March 14, 2012
Beautification Commission Meeting	March 28, 2012
Fire Commission Meeting	March 13, 2012
Fire Commission Meeting	April 10, 2012
Downtown Development Authority	March 14, 2012
Recreation Commission	March 20, 2012
Recreation Commission	April 10, 2012
Police Commission	April 10, 2012
Municipal Service Commission	April 3, 2012
Municipal Service Commission Working Session	April 3, 2012
Design Review Committee	April 3, 2012

AUTOMATIC REFERRAL:

St. Joseph and St. Patrick's 7th Annual Spring Fling Festival at the Yack Arena , 3131 3rd Street, Wyandotte May 11 & 12, 2012. Permission to set up their festival signs from April 23, until May 13, 2012 at various city-owned locations. PERMISSION GRANTED, provided a Hold Harmless Agreement is signed as prepared by the Engineering Department. NOTIFY POLICE AND FIRE.

CITIZEN PARTICIPATION

Mark Woodward, 301 Riverside Drive, regarding removal ofhomeon 9th & Goddard; City looks very beautiful, Northline and Electric building is a dangerous building – Mr. DiSanto's proposal is an excellent one and Council should go forward with same.

RECESS

RECONVENING

ROLL CALL

Present: Councilpersons Browning, DeSana, Fricke, Galeski, Sabuda

Absent: Councilperson Stec

HEARING

PUBLIC HEARING FOR THE PURPOSE OF HEARING COMMENTS
ON THE DEMOLITION OF THE PROPERTIES AT 115 WALNUT and 2834-3rd STREET
IN THE CITY OF WYANDOTTE

Crystal Holmes, 2844 – 3rd, request to purchase vacant lot at 2834 – 3rd to construct a garage and side yard following its recommended demolition.

Kendal Mazurek, 141 Walnut, please demolish 115 Walnut, animals throughout the property; terrible condition, please demolish.

City of Wyandotte
Engineering Department c/o Kelly Roberts
3131 Biddle Ave., Wyandotte, MI 48192

Kelly -

We were unable to find any compelling historical documentation in our archival collection for the following addresses:

- 2834 Third, estimated date of construction: 1920
- 115 Walnut, estimated date of construction: 1897

Thank you,
Jody Egen, Director of Museums and Cultural Affairs

March 21, 2012

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

Dear Mayor Peterson and City Council Members:

RE: Public Hearing, Monday April 16, 7:00PM

The Garfield United Group has long supported the city's policy on neighborhood development. Most recently that includes the NSP programs that are helping to build and rehabilitate houses in our Garfield area.

Two houses in our neighborhood, 115 Walnut and 2834 Third, are scheduled for demolition. Due to the condition of these houses we agree that they should be demolished. Removing blighted properties to make room for new development revitalizes our area, increases the tax base, and most importantly keeps the Garfield Neighborhood desirable to new residents and business.

Garfield Neighbors United appreciates the city's support of our group and we thank you for your continued efforts to enhance our area through the policies and programs you provide.

Sincerely,
Corki Benson, Secretary, Garfield Neighbors United

11 April 2011
The Mayor & City Council City of Wyandotte
3131 Biddle Avenue, Wyandotte, MI 48192

Honorable Mayor Joseph R. Peterson and City Council,

Concerning the property at 115 Walnut:

Our house is located at 109 Walnut, the adjoining lot. The house at 109 Walnut sits on a non-standard sized lot that forces us to park on the street.

We would ask that the city allows us to buy part, or all of the lot at 115 Walnut; so we may, in future, add off-street parking.

Bob Barnhart Mike Stevenson

FIRST READING OF AN ORDINANCE

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE
CITY OF WYANDOTTE ZONING ORDINANCE TO REZONE THE PROPERTY KNOWN AS 98 WALNUT FROM PLAN DEVELOPMENT DISTRICT (PD) TO VEHICULAR PARKING DISTRICT (P-1)

RESOLUTIONS

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the reading of the minutes of the previous meeting be dispensed with and the same stand APPROVED as recorded without objection.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
ROLL ATTACHED

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from Thomas R. Woodruff, Wyandotte Vietnam Veterans Memorial Committee relative to fundraising efforts is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council GRANTS permission to the Wyandotte Veterans Memorial Committee to fundraise during each Third Friday Event commencing Friday, April 20, 2012 through Friday, October 19, 2012 on the west side of Biddle Avenue between Maple and Elm and including other designated areas as coordinated through the Wyandotte Business Association.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from Gregory E. Pflum relative to the request to plant four (4) trees in Bishop Park on Monday, April 23, 2012 to celebrate Earth Day 2012 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council GRANTS permission to the BASF Corporation to plant four (4) trees in Bishop Park on Monday, April 23, 2012. AND FURTHER that said communication be forwarded to the Recreation Department and Gary Ellison, Department of Public Service for coordination of same.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from Valerie M. Nicholson, Wyandotte Boat Club and downriver rower representative regarding the request to have the "Blitzen the Dotte" holiday run before the Christmas Parade to be held on Saturday, November 17, 2012 is hereby APPROVED provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs. AND BE IT FURTHER RESOLVED that said communication be forwarded to the Recreation Superintendent, Special Events coordinator, Police, Fire and Department of Public Service to coordinate same.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from Ms. Lisa Walter, 1814 Fifth Street, Wyandotte relative to the proposed elimination of the Wyandotte Post Office is hereby received and placed on file. AND BE IT FURTHER RESOLVED that said letter be forwarded to the Mayor's Office to coordinate possible space in a city-owned building in the event the postal service would allow a postal satellite office in the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
ROLL ATTACHED

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council hereby accepts the resignation of Carol Resto, from the Beautification Commission. AND BE IT FURTHER RESOLVED that Mayor and Council thanks Carol Resto for her many years of dedicated service to the Beautification Commission.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of Mayor Peterson to re-appoint the firm of Look Makowski and Look, P.C. as the Department of Legal Affairs for the City of Wyandotte for a two-year contract effective April 16, 2012 to April 15, 2014 with a yearly salary of $78,000.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of Mayor Peterson to re-appoint the following:

BEAUTIFICATION COMMISSION (3 years)-Term to Expire 2015
Brandon Calvin, 466 Sycamore, Wyandotte
Joanne Cuva, 514 Oak # 3, Wyandotte
Bill Summerell, 3105-21st Street, Wyandotte

BOARD OF EXAMINERS OF ELECTRICIANS (1 year)-Term to Expire 2013
Thomas Kaul, 3115 Van Alstyne, Wyandotte
Louis Parker, 518 Mulberry, Wyandotte
Mark Ramirez, 2283-20th Street, Wyandotte

EDC/TIFA/BRDA (6 years)-Term to Expire 3018
Larry Garmo, 6928 Scotch Lake Rd., W. Bloomfield, MI. 48234
Charles Mix, 3050 Van Alstyne Wyandotte
Alfred Sliwinski, 728 Cherry, Wyandotte

MUNICIPAL SERVICE COMMISSION (5 years) -Term to Expire 2017
Frederick DeLisle, 2035-19th Street, Wyandotte

PLANNING COMMISSION (3 years) -Term to Expire 2015
Norman Eberts, 107 Biddle Avenue, Wyandotte
Raymond D. Parker, 1203 Superior, Wyandotte
Lawrence Tavernier, 125 Vinewood, Wyandotte

POLICE & FIRE COMMISSION (3) years-Term to Expire 2015
Douglas Melzer, 3032 Van Alstyne, Wyandotte

RECREATION COMMISSION (5 years)-Term to expire 2017
Wallace Merritt, 1057-1st Street

WYANDOTTE STREET ART FAIR COMMITTEE
Julie K. Absire, 3037 Van Alstyne, Wyandotte

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that MJC Templin LLC request for an extension to complete the construction of the building foundation at the northwest corner of Biddle Avenue and Spruce (Templin) until July 1, 2012 and completion of the roof by December 1, 2013 is hereby GRANTED. AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute an Addendum to First Option to Purchase and make said changes in the first Amendment to First Option to purchase between the City and MJC Templin LLC reflecting said changes in deadlines.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication of April 2, 2012 , set forth by the members of the Board of Review of the City of Wyandotte setting forth the Poverty Tax Relief Guidelines to be utilized as standards when considering appeals based on financial hardship is hereby APPROVED as submitted.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning
Supported by Couneilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the Downtown Development Authority Director relative to the resolution of the Total Health Foods issue in the amount of $5,000 was taken from the miscellaneous account # 499-200-926-790 from the DDA Fund Balance. AND BE IT FURTHER RESOLVED that said issue is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the City Engineer and City Assessor dated April 3, 2012, regarding the property at 936 Ford Avenue is hereby received and placed on file. AND BE IT FURTHER RESOLVED that council CONCURS with the recommendation as set forth in said communication to rebid the property for One Dollar ($1.00) and further that the requirement of a ten (10) foot removal of the front of the building be included in the specifications.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, Galeski, Sabuda, Mayor Peterson
NAYS: Councilmembers DeSana, Fricke

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from Joe DiSanto, member Coachlight Properties, LLC relative to the property at 936 Ford Avenue is hereby received and placed on file.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
ROLL ATTACHED

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the Assistant City Engineer to amend the File # 4500-2010 Grass Cutting Program contract with United Landscape, Inc. as set forth in the Amendment To Contract for this work and further authorizes the Mayor and City Clerk to sign said amendment. AND BE IT FURTHER RESOLVED that the work will be funded from 492-200-850-520 in the amount of $40,000.00 and 101-448-825-480 in the amount of $14,500.00.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer regarding setbacks from street right-of-ways for Business and Industrial Zoning Districts and hereby refers same to the Planning Commission for the required public hearing.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that that the communication from the City Engineer relative to the relocation of Fronczak's Garage on or before April 30, 2012 is hereby received and placed on file.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
ROLL ATTACHED

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the City Engineer regarding the Neighborhood Stabilization Program 3 (NSP3) Funds that were procured through Wayne County to be utilized for the rehabilitation of the home at 1749-2nd Street, Wyandotte in the amount of $179,823.25 is hereby received and placed on file.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and Assistant City Engineer to accept the quote from Chas Construction, of Wyandotte, Michigan in the amount of $7,185.00 for renovations to the 2nd Floor of 3200 Biddle Avenue as outlined in the attachment to this communication with the funding to be derived from the Building Authority Fund.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Engineer to amend the File # 4538-2011 Concrete Sidewalk Program contract with Alastra Construction in the amount of $244,525. 00 as set forth in the Amendment To Contract for this work, and further, authorizes the Mayor and City Clerk to sign said amendment; AND BE IT FURTHER RESOLVED that the work will be funded from account # 249-450-825-461 in the amount of $244,525.00.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the City Engineer relative to the update regarding the Neighborhood Stabilization Program 2 (NSP2) is hereby received and placed on file.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
ROLL ATTACHED

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the Assistant City Engineer submitting the rezoning application on behalf of Edward C. Christie, 24186 Crystal Drive, Brownstown, Michigan; of Hood's Hardware, 1844 Ford requesting to have the property rezoned from B-1 Residential Business to B-2 General Business is hereby referred to the Planning Commission to prepare the proper amendment to Ordinance.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the City Engineer relative to the angled parking bay located on 3rd Street between the sidewalk and curb line adjacent to the former site of Feldman Camera is referred to the City Engineer and Department of Legal Affairs for a review and report back with a recommendation in three (3) weeks. (May 7, 2012).

I move the adoption of the foregoing resolution.
MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the request of Peter Rose of William Tree for the closure of a city street for the Flash Mob on 3rd Friday, April 20, 2012 is hereby referred to the Mayor's office to coordinate said event with the Wyandotte Police Chief and upon execution of the Hold Harmless. AND BE IT FURTHER RESOLVED that a copy of this communication be forwarded to the Wyandotte Business Association.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that a hearing was held on Monday, April 16, 2012, where all parties were given an opportunity to appear or have their attitude expressed in support of or in opposition of the demolition of the properties known as 115 Walnut and 2823-3rd street, Wyandotte, Michigan, AND BE IT FURTHER RESOLVED that the Council considered all reports and recommendations from Corki Benson, Secretary of the Garfield Neighbors United and Jody Egen, Director of Museums and Cultural Affairs and all other facts and considerations that were brought to the Council's attention at said public hearing were recorded and made part of the hearing file; AND BE IT FURTHER RESOLVE that the City Council hereby CONCURS with the demolition of the properties at 115 Walnut and 2834-3rd Street, Wyandotte and hereby encourages the Michigan State Historic Preservation Office to concur in said recommendation as set forth by the City of Wyandotte.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan April 16, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the total bills and accounts in the amount of $2,012,324.56 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

ADJOURNMENT

MOTION by Councilperson Todd M. Browning
Supported by Councilperson Leonard Sabuda
That we adjourn.
Carried unanimously
Adjourned at 9:45 PM
April 16, 2012

William R. Griggs

William R. Griggs, City Clerk

FINANCIAL SERVICES DAILY CASH RECEIPTS

DATE 4-18-12

BEGINNING DATE 4-10-12 AND ENDING DATE 4-18-12

SALES RECEIPT # 227113 THRU 227125

DESCRIPTION	ACCOUNT NUMBER	KEY CODE	AMOUNT
ACCTS. RECEIVABLE - RESCUE	101-000-041-020	XL	
MIDWESTERN AUDIT A/R -RESCUE	101-000-041-021	XT	
MISCELLANEOUS RECEIPTS	101-000-655-040	RE	12,060.64
LIQUOR LICENSE	101-000-600-030	S2	
FINES DIST COURT WYANDOTTE	101-000-650-010	M1	86,775.95
DIST COURT RIVERVIEW CASES	101-000-650-012	M3	19,622.50
WORK FORCE WYANDOTTE	101-000-650-011	M2	11,317.00
WORK FORCE RIVERVIEW	101-000-650-017	M6	1,985.00
COURT TECHNOLOGY WYANDOTTE	101-000-650-018	M7	6,425.00
COURT DRUG TESTING FEES	101-000-650-020	M9	1,780.00
COURT SCREENING ASSESSMENTS	101-000-650-021	AS	3,780.00
CHEMICAL AWARENESS	101-000-650-024	AW	1,725.00
STATE DRUNK DRIV/DRUG CASE MGT	101-000-650-013	M4	
TRIFECTA ATM COMMISSION	101-000-650-022	AT	13.50
LAND CONTRACT REC. - UDAG	284-000-041-050	AR	
HEALTH INS REIMB	101-000-231-020	MZ	2,259.03
CINGULAR WIRELESS CELLSITE RENT	492-000-655-020	BB	
LAND CONTRACT/TIFA CONSOL.	492-000-041-050	AR	
LAND CONTRACT - TIFA DOWNTOWN	499-000-041-050	AR	
MUNICIPAL SERVICE SEWAGE	590-000-068-010	5A	700,000.00
SELF INSURANCE REIMBURSEMENT	677-000-670-010	7A	
HEALTH INS. REIMB. - RETIREE	731-000-231-020	3R	
QUARTERLY HEALTH M.S. RETIREE	731-000-670-010	7R	
PD EMPLOYEE PENSION CONTRIB	731-000-392-040	EP	2,445.14
DESANA TRUST	701-000-391-034	DT	90.72
WAYNE COUNTY DEL TAX SETTLEMENT	101-000-411-085	MZ	8,953.10
MUN SERV - MISC RECEIPTS - CITY SERVICES	101-000-655-046	MZ	10,765.00
TRAVELERS INS REFUND	101-200-825-450	MZ	835.00
TOTAL MONIES RECEIVED			870,832.58

TODD A. DRYSDALE
DIRECTOR OF FINANCIAL SERVICES

MINUTES FOR THE RETIREMENT COMMISSION MEETING
WEDNESDAY, APRIL 18, 2012, 9 A.M.

ROLL CALL

Present: Commissioners Brohl, Harkleroad, LaManes, Sabuda, Swiecki

Absent: Commissioners Hanson, Lyon

Also Present: Sam Galanis, Oppenheimer
Lisa George, NWQ/Tradewinds

RESOLUTION ON THE MINUTES

MOTION by Commissioner Sabuda, supported by Commissioner Brohl, that the reading of the minutes of the March 21, 2012 meeting be dispensed with and the same stand approved as recorded. UNANIMOUSLY CARRIED

COMMUNICATIONS – MISCELLANEOUS

MOTION by Commissioner Brohl, supported by Commissioner Swiecki, that we receive and place on file the communication from the General Manager of the Department of Municipal Service relative to the appointment of Mr. Paul LaManes to serve as the Commissioner's representative to the Retirement Commission. UNANIMOUSLY CARRIED

MOTION by Commissioner Brohl, supported by Commissioner Swiecki, that we receive and place on file the Diamond Hill Account Statement for the period of January 3, 2012 through March 30, 2012. UNANIMOUSLY CARRIED

MOTION by Commissioner Brohl, supported by Commissioner Swiecki, that we receive and place on file the JPMorgan Summary Statement of Assets and Liabilities for the period of February 29, 2012 through March 31, 2012. UNANIMOUSLY CARRIED

MOTION by Commissioner Brohl, supported by Commissioner Swiecki, that we receive and place on file the Oppenheimer Statements of Account for the period March 1, 2012 through March 31, 2012. UNANIMOUSLY CARRIED

SPECIAL ORDER

Mr. Sam Galanis, Oppenheimer, discussed the March 31, 2012 Employees' Retirement System Portfolio. Feels we should be conservative in our investments due to world wide economic flexations.

MOTION by Commissioner Swiecki, supported by Commissioner Brohl, that we receive and place on file the above report. UNANIMOUSLY CARRIED

Ms. Lisa George, NWQ/Tradewinds, discussed her firms investment philosophy. Recent manager changes. 1) NWQ – no changes to management at NWQ, large cap stocks bulk of portfolio, Motorola, Pfizer, etc., management stability is a key factor at NWQ as it relates to returns, etc. 2) Tradewinds, United States dollar is currently a world wide safe haven, demand for gold is up and gold stocks are in demand. Key manager, founder, is leaving Tradewinds, however a smooth transition is in process. International stocks are Tradewinds flag ship and are primary for international investments for the Wyandotte Employees' Retirement System. Requests we give Tradewinds the opportunity to prove their worth.

MOTION by Commissioner Swiecki, supported by Commissioner Brohl, that we receive and place on file the above report. UNANIMOUSLY CARRIED

ADJOURNMENT

MOTION by Commissioner Brohl, supported by Commissioner Swiecki, that we adjourn at 10:00 AM UNANIMOUSLY CARRIED

William R. Griggs

William R. Griggs, Secretary
Wyandotte Employees' Retirement Commission
April 18, 2012

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR

CITY OF Wyandotte MICHIGAN • 1854

JOSEPH R. PETERSON
MAYOR

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

April 17, 2012

Mayor Joseph R. Peterson and City Councilmembers
3131 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Councilmembers:

Please find attached the minutes from the 2012 City of Wyandotte Board of Review.
*on file in The Clerk's office.

Sincerely yours,

William R. Griggs

William R. Griggs
City Clerk/Secretary of Board of Review

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