

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, JUNE 11th, 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 Maggie Molnar submitting her resignation from the Beautification Commission.

2. Communication from Lions & Tigers & Beers...OH MY! Requesting the use of a temporary area in front of their business in conjunction with the festivities for the Wyandotte Street Art Fair.

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

3. Communication from Councilman DeSana relative to the comments of a citizens during the City Council Meeting.

4. Communication from the City Engineer submitting a copy of the Subrecipient Agreement for Wayne County Home Program 2011 Homeowner Rehabilitation Loan and Housing Rehabilitation Program.

CITIZENS PARTICIPATION:

FINAL READING OF AN ORDINANCE:

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING
ARTICLE XXI-SCHEDULE OF REGULATIONS
SECTION 2100 LIMITING HEIGHT, BULK, DENSITY AND AREA BY
LAND USE; NOTES TO SECTION 2100

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	\$3,080.22	June 6, 2012
Wyandotte Cultural & Historical Commission		May 17, 2012
Wyandotte Recreation Commission		May 15, 2012
Downtown Development Authority		May 8, 2012
AD HOC Marina Committee		May 15, 2012
Police Commission Meeting		June 12, 2012

May 30, 2012

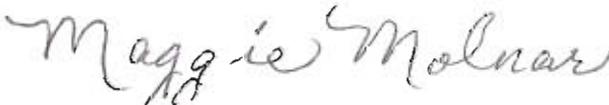
A handwritten number '1' inside a hand-drawn circle, located in the top right corner of the page.

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

Dear Mayor and Council,

Please accept my resignation, effective immediately, from the Beautification Commission. Presently, I have many demands that prevent me from contributing time to the commission. It has been a pleasure to serve my community and I appreciate the opportunity to have participated on this commission.

Sincerely,


Maggie Molnar

Lions & Tigers & Beers...OH MY!

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June 07, 2012

Mayor and City Councilmember's
3131 Biddle Avenue
Wyandotte, MI 48192

Dear Mayor and City Councilmember's:

We are requesting the use of a temporary 10 X 100 foot area in front of our licensed business; Lions & Tigers & Beers (diagram enclosed) to be used for table service serving food & Spirits on July 11, 2012 through July 14, 2012 from 11:00am until 2:00am in conjunction with the festivities for the Wyandotte Street Art Fair.

We are aware of the requirements and will work to achieve same.

Sincerely yours,



Brian J. Sollars
Lions & Tigers & Beers

2929 Biddle Avenue
2930 Van Alstyne
Wyandotte, MI 48192

Phone (734) 282-1200 Fax (734) 282-1201



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daly Merritt Inc. 100 Maple Wyandotte MI 48192	CONTACT NAME: Cheryl Engel PHONE (A/C, No, Ext): (734) 283-1400 E-MAIL ADDRESS: cheryl.engel@dalmerritt.com PRODUCER CUSTOMER ID#: 00014797	FAX (A/C, No): (734) 283-1197
INSURED LTB Holdings LLC & LTB Operations, LLC, DBA: 2927-2931 Biddle Ave Wyandotte MI 48192	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Spec Underwriters INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES CERTIFICATE NUMBER: 2011-2012 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

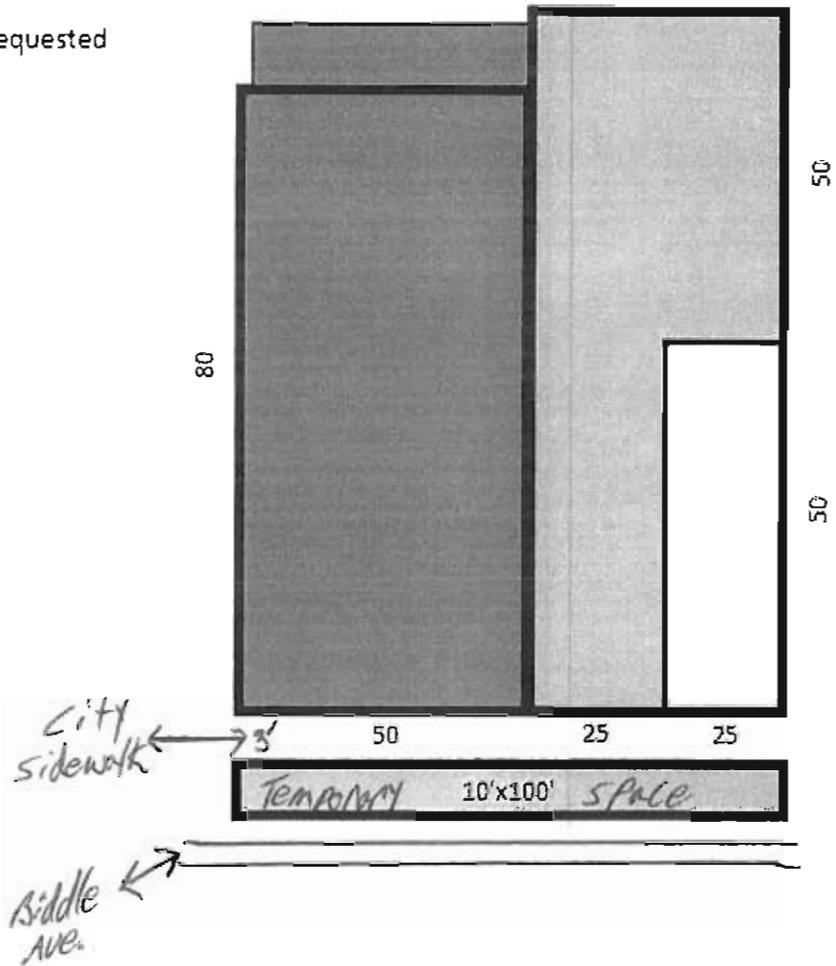
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
X	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
A	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CSU0033782	12/27/2011	12/27/2012	MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	OEDUCTIBLE RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			
A	LIQUOR LIABILITY			CSU0033779	12/27/2011	12/27/2012	LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
re: Wyandotte Art Fair July 11, 2012 thru July 14, 2012
The City of Wyandotte, Wyandotte Art Fair Committee and Wyandotte Business Association are additional insureds with respects to liability surrounding the Wyandotte Art Fair July 11, 2012 thru July 14, 2012.

CERTIFICATE HOLDER The City of Wyandotte 3131 Biddle Wyandotte, MI 48192	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gerald Cole/MGAWEN
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-  existing licensed area
-  requested areas
-  not requested

LTB-Add Space (Temporary request)
July 11-14, 2012





Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
(517) 322-1400 - toll free (866) 813-0011 - www.michigan.gov/lcc

Temporary Authorization Requirements

(Authorized by R436.1023(2)(3), R436.1403(2), R436.1407 and R 436.1419)

General Instructions

This application must be completed and returned with a \$70.00 inspection fee for each application submitted before it can be considered by the Commission. All answers must be typed or printed. Sign the completed form in ink and return it to the MLCC with the inspection fee. Make all checks or money orders payable to the "State of Michigan". Any changes made to the application after it has been considered by the Commission will require submission of a new application along with a \$70.00 inspection fee.

A licensee is prohibited from having the outdoor sale, service and consumption of beer, wine, and/or spirits without the prior written approval of the MLCC. The MLCC may not issue more than 12 daily temporary authorizations to a licensee for each type of temporary authorization requested in a calendar year upon completion of this application and approval of the chief law enforcement officer who has jurisdiction.

Please read these instructions carefully to avoid any delays in processing your application.

1. To be considered for temporary authorization you must complete all of the information in Parts 1 through 3.
2. The application form must be signed by the licensee, an authorized corporate officer or an authorized member of a limited liability company in Part 4. Only authorized signors may sign the application; usually a general manager of the licensed business is not authorized. (Make a copy of this application for your records)
3. The police chief or sheriff (who has jurisdiction) must sign the form in Part 4 - if approval of this application is recommended.
4. The completed application must be received at least 10 days prior to the event date or there may not be sufficient time for MLCC review and consideration.
5. If approval is granted, the on-premise license shall not sell, or allow the consumption of alcoholic beverage outdoors, except in the defined area.
6. Draw the outdoor service diagram to scale; include dimensions, streets, relation to existing licensed premises, etc. The dimensions of the diagram must match the dimensions of the outdoor service area included on the application. Note: The licensee must have control of all intervening property (if any) between the licensed premises and proposed outdoor service area.
7. Refrigeration trucks and/or trailers cannot include an alcoholic beverage logo and must be rented by the licensee from a non-wholesale company. If the refrigeration truck/trailer allows customer access to obtain alcoholic beverages, an additional bar permit must be obtained unless an existing additional bar permit will be utilized.
8. Include the signature of the city, village, or township clerk if the outdoor service will be located on property owned by the city, village, or township. The clerk's signature is mandatory for approval.



Application for Temporary Authorization

(Authorized by R436.1023(2)(3), R436.1403(2), R436.1407 and R436.1419 of the M.A.C.)

A non-refundable inspection fee of \$70.00 is required with the submission of your application.

Part 1: Applicant Information

Name of licensee: LTB Operations, LLC DBA Lions & Tigers & Beers
Address of business: 2930 VanAlstyne, Wyandotte, MI 48192
License type and number: C 146462
Business Phone: 7342821200 Fax number: 7342821201 E-mail address: lionstigersbeers@yahoo.com

Part 2: Type of Event

Specifically describe the type of event(s) being held for each date requested
Wyandotte Street Art Fair - July 11th through 14th, 2012

Part 3: Temporary Authorization for Outdoor Service - Please complete, if applicable

Dates requested: July 11th through 14th, 2012

1. What are the dimensions of the proposed area? 10 feet by 100 feet.
2. What is the type and height of the barrier that will be used to enclose the area? 4' Height Mesh Fence & Banners
Note: Barrier must be well-defined and clearly marked for the proposed area, under Commission rule R 436.1419(2), as well as local requirements.
3. Is the proposed area located directly adjacent (next to) the licensed premises? Yes No
If you answered "no", how many feet is there between the area and the licensed premises? 3' Feet
4. Are there any dedicated streets or intervening property between the licensed premises and the proposed area? Yes No
If you answered "yes", please explain (and include this information on your diagram): 3' City Sidewalk
5. Describe the type of security that will be used for the event(s) and how they will be utilized to secure and monitor to prevent sales to minors and sales to visibly intoxicated persons.
Dedicated Security/Employee Staff at All Hours of Operation
6. Is the location of the proposed area owned, rented or leased by the licensee? Yes No
If you answered "no", you must provide a lease or written permission for the proposed area with this application.
7. Is the location of the proposed area located on property owned by the city, village or township? Yes No
If you answered "yes", the city, village or township clerk must sign this application indicating that approval has been granted for your request.
8. Is location of the proposed area in the same governmental unit as the licensed premises? Yes No
If you answered "no", please explain: _____
9. Does your license currently include an Additional Bar Permit? Yes No
If you answered "no", you will be restricted to table service only unless you submit a request for a new additional bar permit.

In addition to the questions above it is required that you submit a clear/legible diagram which indicates where the licensed premises is located in conjunction to the proposed temporary outdoor service area. Also make sure that the diagram contains the same information that is asked in questions 1 through 9 of this application.

Part 3 Continued - Please check temporary permits that you will require with your event.

Note: You do not need to request temporary authorization for permits that are currently held in conjunction with your licensed business.

Temporary Dance Permit

The dance floor must be at least 100 square feet, clearly marked, and shall not have tables, chairs and other obstacles on the dance floor while customers are dancing.

Please state the days and times for the dates requested _____

Temporary Entertainment Permit - (Temporary authorization for entertainment does not allow for topless activity on the licensed premises)

A. Please state the days and times for the permit requested _____

B. Describe the type of entertainment to be provided _____

C. If the entertainment permit includes a contest with prizes totaling over \$250.00 in value, please complete the following questions. In addition, form LC--147 need to be completed and submitted with this application:

1. Explain, in detail, the rules of the contest (Attach another page, if needed)

2. Describe and state the retail value of each prize to be awarded _____

3. Specify who will be paying for and supplying the prizes. _____

4. Will there be any alcoholic beverage items with a brand name logo used as prizes for part of the contest? _____

5. Is there a cover charge or entrance fee for the contest or tournament? _____

Important: No alcoholic beverages may be used as part of any contest or as a prize for the contest. No licensee may receive anything of value from another licensee without prior MLCC approval.

Temporary Specific Purpose Permit for Difference in Hours of Operation

Please state the days and times for the permit requested _____

Please indicate the type of permit that requires extended hours _____

Hours of Operation

Weekdays and Saturdays - Beer, wine, and spirits may be sold from 7:00 a.m. to 2:00 a.m. of the next day, provided that the sale of spirits is legal in the governmental unit where the license is desired.

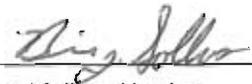
Sundays - Legal hours of sale on Sundays are from 7:00 a.m. until 2:00 a.m. of the next day provided the sale of alcoholic beverages on Sunday is legal in the governmental unit and the appropriate form and fees are paid to issue the permit.

Part 4. Warning, Authorized Signatures, and Law Enforcement/Local Approvals

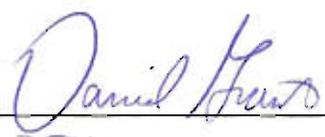
WARNING: Section 1003 of the Liquor Control Code of 1998, being MCL 436.2003, provides in part as follows: "A person who makes a false or fraudulent statement to the Commission, orally or in writing, for the purpose of inducing the Commission to act or refrain from taking action, or for the purpose of enabling or assisting a person to evade the provisions of this act is guilty of a violation of this act and is punishable in the manner provided for in section 909..."

I hereby swear that I have read all of the above answers and that they are true and further that I have read and understand the warning.

The licensee, an authorized corporate officer, or member of a limited liability company must sign this application.

Licensee signature 
Print name and title Brian J Sollars - Member
Print contact name Brian J Sollars
Area code and phone number 734-624-5169
E-mail imbriansollars@yahoo.com

The Police Chief or Sheriff who has jurisdiction recommends this request.

Date of Application 6/07/12
Name and signature of police chief or sheriff DANIEL GRANT 
Print name of police agency WYANDOTTE POLICE DEPT.
Address of Agency 2015 BIDDLE AVE.
Area code and telephone number 734 324-4420
Date of Application 6/07/12

If the temporary outdoor service area is located on property owned by the city, village or township, this application must be signed by the clerk.

This request was approved by the local legislative body on _____
City, village, township clerk signature _____
Print name of clerk _____
Address of city, village, township board _____
Area code and telephone number _____

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

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June 6, 2012

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

Gentlemen and Madam:

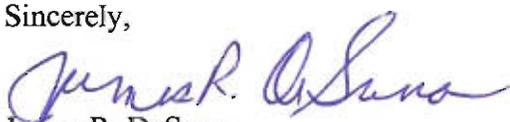
In the past, I have ignored many things that were said about me at council meetings, however, I cannot ignore the comments directed at me by Richard Miller at the May 21, 2012 council meeting, and I take exception to the disrespect he showed Mayor Peterson that evening.

Mr. Miller's comments, taken directly from the tape from that meeting, included the following: "You are a liar – you are a plagiarist and a liar" and "... he doesn't even have Wyandotte cable." Enclosed please find a copy of my Wyandotte Municipal utility bill which disproves Mr. Miller's statement. I have been a customer of Wyandotte cable from its beginning in our city and have never had any other cable service at any of the places I have lived in Wyandotte.

With regard to the letter I wrote which appeared on the agenda for our May 21, 2012 meeting, at first, I was not going to involve either Todd Drysdale or the Mayor in the writing of this letter because I did not want them to suffer from the fall-out of what I was saying. Because much of the information in the letter was taken from audits and my recollections, however, I decided to ask Mr. Drysdale to assist me with the information to make sure everything in my letter was accurate. He did exactly that. He may have provided the information in his style of writing, however, after he gave the draft to me, I made some minor changes with the help of our secretary, Rosanne. When the final draft was complete, I provided the mayor with a copy of the letter. When making statements and recommendations such as those I was going to make in my letter, it would have been foolish for me not to make sure the information was accurate and truthful.

I take exception to Mr. Miller calling me a liar and accusing me of being a plagiarist. I am asking you to refer this letter to the City Attorney asking him to investigate and research under what conditions we can prohibit a person from making comments on the personal lives of elected officials and/or employees.

Sincerely,


James R. DeSana
Councilman

Enclosure

WYANDOTTE

MUNICIPAL SERVICES

SERVICE ADDRESS			
514 OAK 6			
ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
[REDACTED]	05-33	5/25/12	6/11/12

WYANDOTTE MUNICIPAL SERVICES
P.O. BOX 77000, DEPT. 77049
DETROIT, MI 48277-0049

1393 1 AV 0 350 1831 - 1393 - 4

 JAMES R DESANA
 514 OAK 6
 WYANDOTTE MI 48192-5065

Total Current Charges 85.67
 Balance Forward .00
 Bank account charged for: 86.92
 Pay 86.92 After 6/15/12



RETURN THIS PORTION WITH PAYMENT - IF PAYING BY MAIL, ALLOW 5 DAYS FOR DELIVERY

DEBIT

Page 1 of 1

SERVICE ADDRESS 514 OAK 6

*** Bank Draft ***

ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
[REDACTED]	05-33	5/25/12	6/11/12

Last Bill Amount 89.44
 Payments 89.44-
 Adjustments .00
 Balance Forward .00

Rate Class:

Last payment amount/date: 89.44 5/11/12

Service Period	Days	Meter Number	Mult Units	Current	Previous	Usage
EL 4/12/12 5/14/12	32	43759E	1.000 KWH	13326	13191	135
						USAGE FOR 5/11 115

Service	Consumption	Charge	Total
EL Customer Charge		5.42	
EL ELECTRIC KWH R	135.00	17.97	
EL Renewable Energy		1.32	
TOTAL ELECTRIC SERVICE			24.71

PS POWER SUPPLY ADJUST	135.00	.00	.00
EO Energy Optimization	135.00	.20	.20

CA BASIC CABLE	4/30/12 5/31/12	39.99	
CA HD CONVERTER	4/30/12 5/31/12	13.99	
CA Franchise Fees	4/30/12 5/31/12	2.70	
CA Retransmission Fees	4/30/12 5/31/12	3.08	
TOTAL CABLE TELEVISION			59.76

4% State Sales Tax		1.00	1.00
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Total Current Charges 85.67
 Balance Forward .00
 Your bank account will be charged for: 86.92
 Pay 86.92 After 6/15/12

Average cost per day 2.68

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



MAYOR
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

June 5, 2012

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

Dear Mayor and Council Members:

Please find attached a copy of the Subrecipient Agreement for Wayne County Home Program 2011 Homeowner Rehabilitation Loan and Housing Rehabilitation Program. This agreement will provide \$26,663.00 in grant funds to be utilized by qualified owners for rehabilitation work.

The City Attorney has reviewed said Agreement. The proposed resolution authorizes the Mayor and City Clerk to sign said agreement.

Very truly yours,

Mark A. Kowalewski
City Engineer

w/council/subrecipient agreement

PROPOSED RESOLUTION

Resolved by Mayor and Council that the communication from the City Engineer regarding the Subrecipient Agreement for Wayne County Home Program 2011 Homeowner Rehabilitation Loan and Housing Rehabilitation Program between the Charter County of Wayne and City of Wyandotte for \$26,663.00 for grant funds is hereby received and the Mayor and City Clerk are authorized to sign said agreement.

SUBRECIPIENT AGREEMENT FOR
WAYNE COUNTY HOME PROGRAM
2011 HOMEOWNER REHABILITATION LOAN AND HOUSING
REHABILITATION PROGRAM
BETWEEN THE
CHARTER COUNTY OF WAYNE
AND
CITY OF WYANDOTTE

Term July 1, 2011 through June 30, 2016

City of Wyandotte

**Catalog of Federal Domestic Assistance (CFDA)
14.239 HOME Investment Partnerships Program/Entitlement Grants**

This Subrecipient Agreement ("the "Contract or Agreement") is made and approved as of this 1st day of July 2011, by and between the **Charter County of Wayne**, acting through Wayne County Community Development Division of the Department of Economic Development Growth Engine (EDGE), whose address is the Guardian Building, 500 Griswold, 30th Floor, Detroit, Michigan 48226 (hereinafter referred to as the "Recipient") and the **City of Wyandotte**, whose address is 3131 Biddle Avenue, Wyandotte, Michigan 48192 (the "Subrecipient").

Section 1 Definitions

In addition to the words and terms elsewhere defined in this Contract and the exhibits hereto, the following words and terms as used in this Contract shall have the following meanings for purposes of this Contract.

- 1.01 "Act" shall mean the HOME Investment Partnership Act, set forth at Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, being 42 U.S.C. 12701, *et.seq* as amended, and related regulations set forth at 24 CFR part 92, as amended.
- 1.02 "Applicant" shall mean a person or household, the income of which qualifies as Low-Income, that holds title to and occupies an Eligible Property and who completes and submits an application for, and is approved by the Subrecipient.
- 1.03 "Applicant Eligible Property" shall mean the property owned and occupied by the Applicant, which requires rehabilitative work or improvements that are consistent with the program objectives and criteria as described in the Program Manual.
- 1.04 "Affordable Housing" shall mean single-family housing that is modest in nature and in accordance with 24 CFR Part 92.254(a)(2) does not exceed the Single Family Mortgage Limits under Section 203(b) of the National Housing Act (12 U.S.C. 1709(b)) or has an initial purchase price that does not exceed ninety-five (95%) percent of the median purchase price for the type of single family housing for the jurisdiction as determined by HUD; and has an estimated appraised market value at acquisition that does not exceed the limit described herein.
- 1.05 "Affordable Housing Restriction" shall mean the affordable housing Restriction granted to the HOME Assisted Home Buyer or Home Buyer by the Subrecipient in consideration of the Home Buyer Subsidy provided by the Subrecipient.

- 1.06 "Appraised Market Value" shall mean the appraised market value of a Completed Unit or HOME Property as determined by an independent appraiser hired by the Subrecipient and acceptable to the County.
- 1.07 "Certificate of Completion" shall mean the special inspection certificate of approval to be granted by the local municipal authority having jurisdiction over the Project which evidences that a Completed Unit meets all applicable building code requirements for occupancy.
- 1.08 "Contract" shall mean this Agreement between the Recipient and the Subrecipient.
- 1.09 "Contractor" shall mean those vendors selected by the Subrecipient which must be selected through a competitive procurement process by the Subrecipient and are eligible vendors to supply the services outlined in this Agreement and as indicated in the manner identified in the Program Manual.
- 1.10 "County" shall mean the Charter County of Wayne, a Michigan public body corporate, organized and existing in accordance with the laws of the State of Michigan.
- 1.11 "Completed Property or Unit" shall mean that Property or Unit be conveyed to a HOME Assisted Home Buyer upon completion of all improvements thereon in accordance with the Rehabilitation Specifications and Scope of Work which have been approved by the County and for which a Certificate of Completion has been issued by the local municipality having jurisdiction over the Property.
- 1.12 "Eligible Project Costs" shall mean (a) obligations of the Contractor incurred for materials, furnishings, fixtures and equipment and for labor and to consultants, contractors, builders and materialmen in connection with the renovation of the improvements within the Project; (b) the cost of survey, environmental and other due diligence costs; (c) the cost of surety bonds and of insurance of all kinds that may be required or necessary during the course of rehabilitation which is not paid by the Contractor or contractors or otherwise provided for; (d) the cost of any engineering and consulting services, including surveys, estimates, plans and specifications; and (e) all other costs identified in an approved budget or which the County or the Subrecipient shall otherwise be required to pay under the terms of any contract or contracts, for the acquisition, renovation and installation of improvements within the Project, selling costs and fees and all costs which by the terms of this Agreement are to be paid out of the moneys in the Project fund to the extent available and which are consistent with the criteria set forth in the Act.

- 1.13 "HOME Funds" shall mean those funds made available to the Recipient pursuant to the Act, and advanced by the County to the Subrecipient to assist in the financing of the HOME Program.
- 1.14 "HOME Program" or "Program" shall mean the County of Wayne HOME Program, a neighborhood stabilization and revitalization program to provide affordable financing for housing, both rental housing and, new construction or rehabilitation to qualified subrecipients to assist the County in its efforts to increase the availability of decent, safe, sanitary and affordable housing for very low income and low income residents.
- 1.15 "HOME Assisted Home Buyer" shall mean an individual who has an annual gross income as determined by Section 8 of the United States Housing Act of 1937, as amended, at or below eighty (80%) percent of the Detroit Metropolitan Statistical Area median income adjusted for family size, and who intends to occupy the Completed Project as a principal residence.
- 1.16 "Home Buyer" shall mean an individual who has an annual gross income as determined by Section 8 of the United States Housing Act of 1937, as amended, at or below eighty (80%) percent of the Detroit Metropolitan Statistical Area median income adjusted for family size, and is a first time homebuyer who intends to occupy a HOME Property as a principal residence.
- 1.17 "Home Buyer's Subsidy" shall mean Fifty Thousand Dollars and 00/100 (\$50,000) of HOME dollars advanced by the Subrecipient to the HOME Assisted Home Buyers or Home buyers of which up to Ten Thousand Dollars and 00/100 (\$10,000) shall be advanced to each HOME Assisted Home Buyers or Home Buyers whose income does not exceed eighty (80%) percent of area median income and such advancement of funds shall be evidenced by a note and secured by a Home Buyer Mortgage executed by the HOME Assisted Home Buyer or Home Buyer at the closing of the Property. The Subrecipient may also require each Home Buyer to sign an Affordable Housing Restriction in consideration of the aforementioned subsidy.
- 1.18 "Home Buyer Counseling Agency" shall mean a HUD authorized counseling agency selected by Subrecipient and approved by the County and City to administer the Homebuyer Assistance Program utilizing HOME Funds, being 42 USC 5301 etc. seq.

- 1.19 "HOME Property" shall mean Property purchased by eligible Home Buyer that is not part of a Completed Property.
- 1.20 "HUD" shall mean the United States Department of Housing and Urban Development.
- 1.21 "City of Wyandotte Homeowner Rehabilitation Loan Program" shall mean the comprehensive Homeowner rehabilitation loan program established by the City of Wyandotte, Michigan, for the purposes of making available to residents of the City of Wyandotte loans of HOME Funds under the HOME Program, to finance the cost associated with the rehabilitation of Applicant Eligible Property in an effort to alleviate housing problems in the city and to improve deteriorating structures and neighborhoods to improve the quantity and quality of safe, decent, sanitary and affordable housing.
- 1.22 "Low-Income" shall mean a person or household whose income does not exceed 80 percent of the median income for the area, as determined by HUD.
- 1.23 "Program Income" shall have the meaning ascribed to such term as set forth in Section 6 of this Contract.
- 1.24 "Project" shall mean the rehabilitation of the Property or Unit and the renovation of the Applicant Eligible Property in accordance with Appendix A which Affordable Housing Units shall meet the requirements of the Act.
- 1.25 "Project Schedule" shall mean the schedule for the Project as set forth in Appendix B and made a part hereof by reference attached hereto, as amended from time to time by mutual agreement of the Subrecipient and the County.
- 1.26 "Recipient" shall mean the County of Wayne.
- 1.27 "Reports" shall mean those records and reports described in Section 5 of this Contract and any other reports deemed necessary by the Subrecipient to ensure compliance with the Act.
- 1.28 "Subrecipient" shall mean the City of Wyandotte, a Michigan municipal corporation, organized and existing in accordance with the laws of the State of

Michigan.

- 1.29 Unit” shall mean the property which requires rehabilitative work or improvements and sold to income qualified HOME Assisted Home Buyer which consistent with the objectives of the Act.

Section 2

Mutual Understandings

- 2.01 Wayne County has entered into an Contract with the U.S. Department of Housing and Urban Development (“HUD”) to be the recipient of HOME Investment Partnerships Program (the “HOME Program”) funds through the Wayne County HOME Program pursuant to the Act and related regulations set forth in 24 CFR Part 92, as amended, Wayne County will receive these funds to effect the purposes of its HOME Program, pursuant to which it will make grants to eligible Subrecipients to engage in affordable housing activities.
- 2.02 The Subrecipient has applied to the Recipient for a grant pursuant to the HOME Program in the amount of **up to and not to exceed Twenty-Six Thousand Six Hundred Sixty Three Dollars (\$26,663.00)** to provide financing for specific activities outlined in Scope of Services attached as Appendix A.
- 2.03 Both the Subrecipient and the Recipient by entering into this Contract are bound in accordance with 24 CFR Part 92.504(c)(2).
- 2.04 The work to be performed under this Contract must be completed by June 30, 2016. A schedule for completing the tasks is attached as Appendix B.
- 2.05 The parties are entering into this Contract to memorialize the terms and conditions under which the grant will be made and administered.
- 2.06 Exhibits. The exhibits attached to this Contract are hereby incorporated in and made a part of this Contract.
- 2.07 The Purpose of this Contract is to allow the Subrecipient to receive HOME Funds made available through the Wayne County HOME for eligible HOME activities.
- 2.08 For purposes of this Contract, the HOME Funds, made available to the Subrecipient pursuant to this Contract, in an amount **up to and not to exceed**

Twenty-Six Thousand Six Hundred Sixty Three Dollars (\$26,663.00). The proceeds of which HOME Funds shall be used to complete certain improvements or rehabilitation to the Applicant's Eligible Property and /or acquisition and/or rehabilitation of Property to be sold to income qualified eligible HOME Assisted Home buyers or Home Buyers..

- 2.09 The Subrecipient shall ensure that any Contractor abides by the terms of this Contract.

Section 3

Statement of Purpose of the HOME Investment Partnerships Act

- 3.01 The primary objective of the Act is to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing for very low- and low-income households. By executing this Contract the Subrecipient agrees with the Recipient to fully comply with the terms and conditions of the Act through the provision of affordable housing activities in accordance with the objectives of the Act.

Section 4

Scope of Services and Program Funding

The Subrecipient agrees as follows:

- 4.01 The County agrees to make available to the Subrecipient **up to and not to exceed Twenty-Six Thousand Six Hundred Sixty Three Dollars (\$26,663.00)** in HOME Funds to be used in connection with affordable housing activities.
- 4.02 The work to be performed under this Contract is set forth in the Scope of Services attached as Appendix A. Said Appendix shall include a budget estimate for the use of the HOME Funds. Any work undertaken by Subrecipient shall be completed by June 30, 2016.
- 4.03 The description of the work shall be in sufficient detail to provide a sound basis for the Recipient effectively to monitor performance under this Contract.
- 4.04 The Subrecipient shall complete the work in a timely fashion in accordance with the Project Schedule set forth in Appendix B.
- 4.05 PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the HOME Grant amount. All requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

4.06 In accordance with 24 CFR 92.251 all housing that is constructed or rehabilitated under this Contract must meet the County's written rehabilitation standards and all applicable local housing codes, housing quality standards set forth in 24 C.F.R. Part 882.109, ordinances, and zoning ordinances and obtain a Certificate of Occupancy at the time of Completion of Property or Unit.

4.06 Identification and Approval of HOME-Assisted Home Buyer for Completed Property or Unit and Home Buyer for HOME Property. The Subrecipient, working with Home buyer Counseling Agency, shall identify and work with prospective HOME Assisted Home Buyer to purchase Completed Units or Home buyers to purchase HOME property to obtain mortgage financing. At the Completion of the Property or Unit, the Subrecipient shall identify and obtain the commitment from a qualified HOME Assisted Home Buyer to purchase the Completed Unit. The Home Buyer Counseling Agency shall be paid at a rate agreed to by the County, which compensation shall be paid out of the Home Buyer Subsidy available under this Contract.

(a) Qualification of HOME Assisted Home Buyer or Home Buyers. Once Subrecipient or Home Buyer Counseling Agency has identified a prospective HOME Assisted Home Buyer or Home Buyer who (i) has an annual income level that meets applicable HOME Assistance program requirements and who intends to occupy the Completed Unit as a principal residence; (ii) has a debt/income ratio that meets applicable HUD standards; and (iii) has been employed for not less than the minimum period under HUD's HCV standards; and will provide the necessary counseling and work with such prospective HOME Assisted Home Buyer or Home Buyer to qualify for mortgage financing.

(b) Homebuyer Package. Once the HOME-Assisted Home Buyer or Home Buyer has qualified for mortgage financing, the Subrecipient or Home Buyer Counseling Agency shall submit or otherwise ensure the submission of a homebuyer package including the following evidentiary documents to the County:

- i) A copy of the sale agreement executed by the HOME-Assisted Home Buyer or Home Buyer;
- ii) A copy of the mortgage loan commitment;
- iii) Data Entry Report furnished by County;
- iv) Income Calculation Form furnished by County;
- v) Loan Calculation Form furnished by County;
- vi) Conflict of Interest Form furnished by County;
- vii) Notice to Seller of Residential Property of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended form furnished by County;
- viii) Application for Homebuyer Assistance Form furnished by County;
- ix) Good Faith Estimate prepared by Permanent Mortgagee;
- x) Uniform Residential Appraisal Report;
- xi) Invoice from the Subrecipient indicating requested amount of Homebuyer's Subsidy and the amount of Surplus HOME Funds to be reimbursed to the County, if any; and

(c) Ownership Interest. If a HOME Assisted Home Buyer or Home Buyer is purchasing a Completed Unit, homeownership of such Completed Unit must be in fee simple title or a 99 year leasehold interest or an equivalent form of ownership approved by HUD and must be the primary the HOME Assisted Home Buyer or Home Buyer residence.

- 4.07 Completed Sale of the Project. Once the Subrecipient has identified qualified HOME Assisted Home Buyers or qualified prospective HOME Assisted Home Buyers for all of the Units within the Project, the Subrecipient will diligently proceed to sell all the HOME Assisted Units within the Project by the January 30, 2013.
- 4.08 Sales Price. The sales price of the Property loan shall not exceed the Appraised Market Value of the Completed Property or Unit.
- 4.09 Home Buyer's Subsidy for HOME Assisted Home Buyers. All of the HOME Assisted Units in the Project will be designated for qualified HOME Assisted Home Buyers whose income is at or below 80% of area median income. The Subrecipient may provide subsidy for each qualified HOME Assisted Home Buyer that receives Home Buyer Subsidy from the HOME Funds, to assist with counseling fees and down payment and closing costs in connection with the purchase of the Unit. The amount of the Home Buyer's Subsidy given to the HOME Assisted Home Buyer shall be based on the difference between the purchase price in the sale agreement required to be paid by the Home Buyer for the Completed Unit which shall be determined by the Subrecipient and approved by the County.
- 4.10 Home Buyer's Subsidy for Home Buyers. All of the HOME Property will be designated for Home Buyers whose income is at or below 80% of area median

income. The Subrecipient may provide subsidy for each Home Buyer that receives Home Buyer Subsidy from the HOME Funds, to assist with counseling fees and down payment and closing costs in connection with the purchase of the HOME Property. The amount of the Home Buyer's Subsidy given to the Home Buyer shall be based on the difference between the purchase price in the sale agreement required to be paid by the Home Buyer for the HOME Property which shall be determined by the Subrecipient and approved by the County.

- 4.11 Closing of HOME Property or Unit. At the closing of the Unit or HOME Property, the qualified HOME-Assisted Home Buyer or Home Buyer who receives a Home Buyer Subsidy from the Subrecipient shall be required to execute in favor of the Subrecipient a note and a mortgage in the amount of the Home Buyer Subsidy. The Subrecipient will also require the HOME-Assisted Home Buyer or Home Buyer to execute an Affordable Housing Restriction in accordance with the HOME affordability requirements and the recapture provision in 24 CFR Part 92.254(a)(5)(ii), which requires the entire amount of the loan to become and payable upon discontinuance of occupancy of the Unit or HOME Property as the primary residence or sale or transfer of the Unit of HOME Property.

Section 5

Records and Reports

- 5.01 The Subrecipient shall comply with 24 CFR Part 92.508(a)(3) (as applicable) and 92.508(a)(7) and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Contract. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of OMB Circular A-133 and the provisions of 24 CFR Part 85, as modified by 24 CFR 92.505. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 92.508(a)(3) that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:
- A. Records providing a full description of each activity undertaken;
 - B. Records required to determine that the activities are consistent with the HOME Program Final Rule 24 CFR Part 92, as updated;
 - C. Records required to determine that the Applicant is the title holder and owner-occupant of the Applicant Eligible Property to be improved and has lived in the Applicant Eligible Property for a minimum of one year;
 - D. Records evidencing that the Applicant's household income qualifies as Low-Income for the Detroit-Warren- Livonia, Michigan HUD Metro FMR

Area, when adjusted for households size, as determined by Section 8 of the United States Housing Act of 1937, as amended;

- E. Records documenting the repairs, rehabilitation and improvement work recommended for the Applicant Eligible Property and Property that qualifies under the Housing Rehabilitation and Home Owner Rehabilitation Loan Program.
- F. Records required to document the improvement of the Applicant Eligible Property and Property and, the schedule for completion of said improvements and the cost associated therewith;
- G. Records documenting compliance with the fair housing and equal opportunity components of the HOME Program consistent with Affirmative Marketing and Minority Outreach Program set forth in 24 CFR 92.351;
- H. Financial records as required by 24 CFR 92.505, and 24 CFR 84.21–28; and 85.36;
- I. Records regarding use of Program Income in accordance with this Contract; and
- J. Other records necessary to document compliance with Subpart H-Other Federal Requirements of 24 CFR Part 92.

5.02 The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five (5) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Contract are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

5.03 The Recipient shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Contract, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and

to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

- 5.04 The records shall contain a full description of each activity assisted or being assisted with HOME Funds. This description shall include its actual address of the Applicant Eligible Property or Property and the amount of HOME Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as low-income person; and (ii) evidence that the Applicant Eligible Property or Property and meet all applicable local codes at the time of project completion.
- 5.05 The Subrecipient shall timely prepare and submit, to the Recipient, all Program-related Reports required by this Contract. These Reports include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

Section 6
Program Income

- 6.01 Program Income, as defined at 24 CFR 92.503(a), generated by activities carried out with HOME Funds made available under this Contract may be retained by the Subrecipient if the income is treated as additional HOME Funds subject to all applicable requirements governing the use of HOME Funds by the Act, and the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall be limited to HOME Program eligible project costs and activities and shall comply with the requirements set forth at 24 CFR 92.206(a). By way of further limitations, the Subrecipient may use such income during the Contract period for activities permitted under this Contract. Any requests for additional funds by the Subrecipient shall be reduced by the amount of any such program income balance on hand.
- 6.02 Program Income in the form of repayments to, or interest earned on, a revolving fund may be deposited into an interest-bearing account and any interest earned

by funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

- 6.03 The Subrecipient shall complete the Quarterly Program Income Report attached at Appendix C and submit to the Recipient ten business days after the close of each quarter of the fiscal year. This report shall be submitted regardless of whether any Program Income was received during that previous quarter.

Section 7

Compliance with Federal Laws and Regulations

- 7.01 Subrecipient shall comply with 24 CFR Part 92.505(a), Uniform Administrative Requirements for governmental entities. The requirements of OMB Circular No. A-133 and the following requirements of 24 CFR part 85 apply to the Recipient and Subrecipient: 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51, and 85.52. Subrecipient shall comply, and require any contractor which provides services on behalf of the Subrecipient to comply with all applicable sections of 24 CFR Part 92, and any other federal, state or local laws, regulations, rules, codes or ordinances.
- 7.02 The following Federal laws and regulations described in subpart H of 24 CFR 92 that must be adhered to.
- a). Subrecipient shall comply with the Federal requirements set forth in 24 CFR part 5, subpart A, including: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. The nondiscrimination requirements at Section 282 of the Act are also applicable.
 - b). Subrecipient shall comply with the Recipient's Affirmative Marketing Procedures and Requirements Program as required under 24 CFR Part 92.351(a).
 - c). Subrecipient shall comply with the Recipient's Minority Outreach Program as required under 24 CFR Part 92.351(b).
 - d). Subrecipient shall comply with the National Environmental Policy Act of 1969, its associated regulations and Executive Orders, as required in 24 CFR Part 92.352. The Recipient assumes responsibility for the environmental review, decision making, and action for each activity carried out with HOME Funds, in accordance with the requirements in 24 CFR Part 58.

e). The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 92.353(b); and (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 92.353(c)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a HOME assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences. If applicable, Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any work performed under this Contract. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

f). Subrecipient shall insure that all contracts involving the construction of housing that includes 12 or more units assisted with HOME Funds must comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act, as required in 24 CFR Part 92.354.

g). Lead-based Paint – In accordance with 24 CFR 92.355 any work performed under this contract is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4846), and implementing regulations at part 35; A, B, J, K, M and R of this title.

h). Consultant Activities. In accordance with 24 CFR 92.358 no person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME Funds.

7.03 Other applicable Federal Requirements that must be adhered to include:

a). Subrecipient will comply with the Single Audit Act of 1984 and OMB Circular A-133.

b). Subrecipient will insure that no HOME Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

c). Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.

d). Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.

e). Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.

f). Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with HOME Funds.

g). Subrecipient agrees to all terms of Executive Order 12549 regarding Debarment and Suspension certifications required in 24 CFR parts 24 and 91. and agrees to execute the Certification Regarding Debarment and Suspension in Appendix E. In addition, the Subrecipient agrees to require all Contractors and subcontractors under this Contract to execute the Certification Regarding Debarment and Suspension in Appendix E.

7.04 The Subrecipient has warranted to the Recipient that the Program Manual, as written and implemented, is in compliance with all Federal HOME Rules, Regulations and Laws. The Subrecipient further warrants that any non-compliance with such Rules, Regulations and Laws shall be the responsibility of the Subrecipient,

Section 8

Suspension and Termination

8.01 Termination For No Cause The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the

effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

8.02 Termination for Material Breach The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives, the grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Subrecipient in any concurrent, successive or future Agreements between the parties. All excess costs and damages shall not be considered by the parties to be consequential,

indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

- 8.03 Subrecipients Duties After Termination After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:
- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
 - B. Obligate no additional contract Funds for payroll costs and other costs beyond the date as the County specifies.
 - C. As of the date the termination is effective, present all Contract records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
 - D. Submit within 30 days a final report of receipts and expenditures of Funds relating to this Contract.
 - E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
 - F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
 - G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Contract.

- 8.04 Records Upon termination of this Contract, all Records prepared by the Subrecipient under this Contract or in anticipation of this Contract must, at the option of the County, become its exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or

retention of rights on the part of the Subrecipient except as specifically provided. The County must return all the properties of the Subrecipient to it.

- 8.05 Failure to Deliver Records Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.
- 8.06 Access to Records Access to the records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.
- 8.07 Assistance to Terminate In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all assets, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

Section 9
Reversion of Assets

- 9.01 Upon expiration of this Contract, Subrecipient shall transfer to the Recipient any HOME Funds on hand and any accounts receivable attributable to the use of HOME Funds at the time of expiration.
- 9.02 In all cases in which equipment acquired, in whole or in part, with funds under this Contract is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Contract were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Contract shall be retained after compensating the Recipient [an amount equal to the current fair market value of the equipment less the percentage of non- HOME Funds used to acquire the equipment].

Section 10
Expenditure of HOME Funds

- 10.01 Prior to the rehabilitation of any residence, the Subrecipient shall submit documentation to the Recipient, along with a pro-forma of costs on such rehabilitation, showing the eligibility of the Applicant and the Applicant Eligible Property and the amount of estimated rehabilitation work that shall be performed. Prior to the acquisition and rehabilitation of the Property or Unit, the Subrecipient shall submit documentation to the Recipient, along with a pro-forma of costs on such rehabilitation, and the amount of estimated rehabilitation work that shall be performed. Such documentation for HOME activity shall include the executed Certification Regarding Debarment and Suspension indicated in Appendix E. The Subrecipient agrees and understands that failure to comply with this section of the Contract is grounds for the Recipient to deny reimbursement for any work performed under this Contract.
- 10.02 Upon receiving written approval by the Recipient as indicated in Section 10.01, the Subrecipient agrees to expend any HOME Funds received under this Contract only in compliance with the Act, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 92, and in particular, Sections 92.205 and 92.206.
- 10.03 The Subrecipient may not request disbursement of funds under the Contract until the funds are needed for payment of Eligible Project Costs. The amount of each request must be limited to the amount needed. The County will reimburse the Subrecipient for expenditures previously incurred. Program Income must be disbursed before the Subrecipient requests funds from the Recipient.

Section 11
Amendment

11.01 This Contract may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing and shall only need the approval of the Director of the Community Development Division of Wayne County, or his designee, an authorizing representative of the Subrecipient, and must also comply with the Act as amended.

Section 12
Hold harmless

12.01 The Subrecipient agrees to save harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Contract:

A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Subrecipient, or any of its associates, to perform its obligations either implied or expressed under this Contract.

12.02 The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that the employees or its associates use in performing this Contract. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees and associates pursuant to the Subrecipient's performance under this Contract.

- 12.03 For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents and employees.
- 12.04 The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Contract. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.
- 12.05 To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against: any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the work undertaken by the Subrecipient.

Section 13

Insurance

- 13.01 The Subrecipient shall ensure that any Contractor selected by the Subrecipient to perform any work on an Eligible Property shall maintain at all times, at its expense, during the term of this Contract the following insurance:
- A. Commercial General Liability insurance with a minimum of Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - B. Builder's Risk Insurance endorsed to provide coverage for contractor's materials, equipment and personal property including owned, non-owned and leased equipment or property.
 - C. Workers Compensation insurance which meets Michigan's statutory requirements and Employer's Liability Insurance with minimum limits of

\$500,000.00.

D. Commercial Automobile Liability insurance (owned, non-owned and/or leased vehicles) with minimum combined single limits of One Million Dollars (\$1,000,000.00).

E. Excess or Umbrella Liability insurance with a minimum of Three Million Dollars (\$3,000,000.00) which provides coverage over the primary insurance coverage.

13.02 If, during the term of this Contract, changed conditions or other pertinent factors should, in the reasonable judgment of the Recipient, render inadequate the insurance limits, the Subrecipient will furnish on demand such additional coverage as may reasonably be required and available under the circumstances. All such insurance shall be effected at the Subrecipient's expense, under valid and enforceable policies, issued by Michigan insurers of recognized responsibility which are well-rated by national rating organizations.

13.03 Insurance policies shall name the Subrecipient as the insured, and shall not be canceled or materially changed without at least thirty (30) days' prior notice from the Subrecipient to the Recipient. Certificates evidencing such insurance shall be submitted to the Recipient at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 14

Assignment and Subcontract

14.01 The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Contract, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment. The Subrecipient agrees to indemnify and hold harmless the Recipient from any such claims by any Contractor, Applicant or third party that is initiated pursuant to any agreements it enters into in performance of this Contract.

14.02 Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Subcontractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these "Section 3" requirements if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of **24 CFR 85.36**. Executed copies of all

contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

14.03 This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

Section 15
Conflict of Interest

15.01 The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Contract. The Subrecipient further covenants that in the performance of this Contract, no person having any such interest shall be employed or retained by the Subrecipient.

15.02 The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

15.03 The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 92.356, which include (but are not limited to) the following:

A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

B. No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of

one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

Section 16
Notices

16.01 All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this contract shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient:

If to the Recipient:

The Charter County of Wayne
Community Development Division
Department of Economic Development Growth Engine
500 Griswold, 30th Floor
Detroit, Michigan 48226-2831
Attention: Jill Ferrari, Director

16.02 All notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

16.03 Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

Section 17
Severability of Provisions

17.01 If any provision of this Contract or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Contract or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law. The parties further agree that if any provision of Act conflicts with any other statute of the State of Michigan providing for the authorization or performance of joint or cooperative agreements or undertakings between public corporations or entities of this State or between public corporations or entities of this State, the provisions of the Act shall govern and control.

Section 18
Jurisdiction

18.01 This Contract, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. The Subrecipient agrees that service of process at the address and in the manner specified in this Contract will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

Section 19
HOME Certifications

19.01 Subrecipient shall execute and comply with all the HOME Certifications attached as Appendices D and E to this Contract. Subrecipient understands it may be required to comply with future certifications as issued.

Section 20
Authorization / Miscellaneous

- 20.01 Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Contract have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Contract is authorized to do so on behalf of its principal and is empowered to bind the principal to this Contract. The parties agree that this Contract shall not be effective until the governing body of each party adopts its resolution authorizing the execution and delivery of this Contract in accordance with its terms and conditions.
- 20.02 The Subrecipient further warrants and represents that it is duly authorized to perform the terms of this Contract and to apply the HOME Funds in accordance herewith and that it has not been debarred and is not currently the subject or any debarment proceedings instituted by the State of Michigan or the United States Department of Housing and Urban Development. The Subrecipient further represents and warrants that there is currently no action, pending or threatened, that would impair its ability to perform its obligations under this Contract. The Subrecipient is hereby further obligated, and represents and warrants that any contractor or agency engaged by the Subrecipient has not been debarred and is not currently the subject of any debarment proceeding instituted by the State of Michigan or the United States Department of Housing Development.
- 20.03 For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County HOME Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.
- 20.04 This contract is effective only upon review and execution by the Wayne County Executive.

Section 21
Signature

21.01 The Recipient and the Subrecipient, by and through their duly authorized officers and representatives as described in Section 20, have executed this Contract as of the date first above written.

City of Wyandotte

By: _____

Name: _____

Its: _____

CHARTER COUNTY OF WAYNE

By: _____

Robert A. Ficano
Wayne County Executive

Date: _____

APPENDIX A

Scope of Services

1. Estimated _____ homes shall be rehabilitated as required pursuant to the Subrecipient Agreement between Wayne County and City of _____.
2. Applicants will receive a loan not to exceed \$ _____, which will be a zero interest deferred loan. This loan is to be repaid in full if the residence is sold, refinanced, or the Applicant no longer occupies the home.
3. Applicant must meet the low-income guidelines established by the HOME program.
4. Improvement must include, but not limited to, Lead abatement, and complete code violation corrections.
5. Home Buyers will receive a loan not to exceed \$ _____, which will be a zero interest deferred loan for down payment assistance and closing cost. This loan is to be repaid in full if the residence is sold, refinanced, or the Home Buyer no longer occupies the home.
6. Any other services requested by Wayne County that is required by HUD in administering the Housing Rehabilitation Program as required by the HOME Partnership Investment Act.
7. Housing Rehabilitation shall consist of ____ Properties or Units, which addresses for the Units shall be provided with the proposed proforma outlining all of the rehabilitation costs for each unit in the Project.

APPENDIX B
PROJECT SCHEDULE

APPENDIX C

PROGRAM INCOME

Quarterly Program Income Report

Please complete one form for each project with activity this quarter. This report is due 10 business days after the close of the quarter.

Organization: _____ **Date Submitted:** _____

Quarter Ending: Sept. 30th Dec. 31st Mar. 31st June 30th

Balance of Program Income as of last quarter: \$ _____ .00

	<u>This Quarter</u>	<u>Year to Date</u>
<i>Amount of Program Income Received by Organization</i>	_____	_____
<i>Amount of Program Income Expended by Organization</i>	_____	_____
<i>Balance of Program Income</i>	_____	_____
Cumulative Balance		\$ _____ .00

Please indicate source(s) of program income (i.e., lien repayment, disposition of HOME property, in space provided below.

Lien Repayment	Disposition of HOME Assisted Property	Other (please explain)	Property Owners Name	Property Address	Date of Lien Discharge or Property Disposition	Amount
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

_____ _____

Signature *Date*

Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of HOME Funds, such as revolving loans, lien repayments, and sales from disposition of HOME property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March) complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold, 10th Floor, Detroit, Michigan, 48226.

Report the amount of program income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of program income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of program income on hand at the end of the current reporting period (this would include any unspent program income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the program income received in the quarter being reviewed. If the funds are coming from more than one source, please identify how much is coming from each source.

Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of program income before program income is expended.

APPENDIX D

CERTIFICATIONS

Local Government Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

Affirmatively Further Fair Housing – The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

Anti-Displacement and Relocation Plan – The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

Drug Free Workplace – The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The local government's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it

will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the consolidated plan.

Section 3 – The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government's knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Excessive Force – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-Discrimination laws – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

Name: _____

Date _____

Its: _____

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees

in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check X if there are workplaces on file that are not identified here; The certification with regard to the drug-free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of Subrecipient or subcontractors in covered workplaces).

in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.
6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

WITNESSES:

SUBRECIPIENT

By: _____

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, the _____ of _____, a _____, on behalf of the City.

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

Final Reading

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING
ARTICLE XXI – Schedule of Regulations SECTION 2100 Limiting Height, Bulk,
Density and Area By Land Use; Notes to Section 2100

CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment.

The following Section of the City of Wyandotte Zoning Ordinance entitled Article XXI – Schedule of Regulations, Section 2100 Limiting height, bulk, density and area by land use; Notes to Section 2100 (m) and (n) shall be amended to read as follows:

Section 2100 (m) A front yard of five (5) feet, however, and a minimum of ten (10) feet for buildings adjacent to a street right of way.

Section 2100 (n) 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.

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and 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. The notice of adoption shall include the text of the amendment, the effective date of the Ordinance and the place and time where a copy of the Ordinance may be purchased and inspected.

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

YEAS

BROWNING
DESANA
FRICKE
GALESKI
SABUDA
STEC

ABSENT _____

NAYS

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

CERTIFICATION

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

William R. Griggs, City Clerk

Joseph R. Peterson, Mayor

NOTICE OF ADOPTION

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

The effective date of this Ordinance is _____.
A copy of this Ordinance may be purchased or inspection at the City of Wyandotte Clerk's Office, 3131 Biddle Avenue, Wyandotte, Michigan, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



JOSEPH R. PETERSON
MAYOR

COUNCIL

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

Reports
+
minutes

Wyandotte, Michigan June 4, 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, Sabuda, Stec

Absent: Councilperson Galeski

UNFINISHED BUSINESS:

RESOLVED by the City Council that the communication from the Assistant City Engineer relative to the property at 2746-9th is hereby received and placed on file. AND BE IT FURTHER RESOLVED that said issue of repairing the roof be extended to MAY 30, 2012 and an extension of six (6) months be granted to cover the work on the porch until October 30, 2012.

COMMUNICATIONS MISCELLANEOUS

Mayor & Councilpersons

To Whom It May Concern;

Hello. My name is Crystal Holmes and I am the property owner of 2844 3rd street. I am writing to you today about the parking lot on the corner of 3rd and Oak Street. I know you are considering removing this parking and turning it into grass. I would really like you to think about keeping that parking for several reasons. There are a lot of homes and apartments on both sides of the street that do not have driveways and use this parking to get their cars off of the street. This becomes especially important during snow emergencies. There are people who visit and volunteer at the animal shelter that also use the parking structure. The employees of the camera repair shop may not use the parking, but their customers do. Credit union members use the parking. People who come to Wyandotte to visit the city use the parking and walk to various churches, restaurants, and parks nearby. During the fireworks, 3rd Fridays, and street fair events this parking structure is always full. If you drive by the parking structure at any time or day there are at least 2-5 cars parked there. This parking structure allows people the access to come and visit Wyandotte, I do not understand why we would want to take away an easier access for people to come and bring business and profit to this city. During the last City Council meeting there was a board member who said it would cost \$50,000 to rebuild this parking structure. Within 10 minutes I found several quotes that were drastically less than \$50,000 to cement or black top this area. Also, if you turn the land into grass, you will have to pay someone on a weekly basis to cut the grass, which in the long run is going to cost more than cementing it. Please keep in mind that this parking is beneficial to the residents and businesses of this city. We want people to have an easy access to all of the homes and businesses to profit this city. No one wants to buy a home on this street if they don't have anywhere to park. No one wants to go to a business nearby with no where to park either. Please keep this parking structure as it benefits the city and the residents living here. Please feel free to contact me with any questions.

Sincerely,
Crystal Holmes, 734-307-4514

Dear Mayor and City Councilmembers:

My name is Jesse Pomrenke and I am an Eagle Scout candidate. I belong to Boy Scout Troop #1783 in Southgate, Michigan. To obtain my Eagle Scout rank I have to plan and carry out a service project. My service project is to retire American Flags using the proper flag retirement ceremony. Donations of old, tattered and worn out flags will be collected every two weeks starting June 1st – August 1st. I would like permission to place a donation box in the lobby of the City Hall.

Any questions, please call (734) 512-3621

PERSONS IN THE AUDIENCE

Linda Luh, 380 Kings Hwy, group home – problems with people that live in the group home. The Police Chief will write a letter to the State or meet with the company that supervises the house. State Representative/Senator must be made aware of problem

Valen Gow, 3505 – 17th, regarding the special treatment of Richard Miller.

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

May 30, 2012

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

Gentlemen and Madam:

At the City Council meeting of May 21, 2012, a resolution was adopted by City Council concurring in the recommendation to appoint Todd A. Drysdale, City Administrator, to oversee the operations and directional course of the Department of Municipal Service. The resolution included paying the City Administrator \$1,000 per month, retroactive to May 1, 2012.

In order to comply with the resolution, I am writing to request a budget amendment which would reflect the previous action of the Municipal Service Commission to transfer the funds to the City's General Fund and to grant the salary adjustment to the City Administrator in accordance with the previous resolution by City Council.

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

Sincerely,
Joseph R. Peterson, Mayor

May 31, 2012

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

Dear Mayor Peterson and City Council Members,

Attached for your review and approval is an offer letter to Sergeant James Pouliot for the position of Inspector in the Wyandotte Police Department. The Police and Fire Commission approved the filling of this position upon the retirement of Lieutenant Bobie Heck at their March 13, 2012, Regular Commission Meeting. Sergeant Pouliot was identified as the successful applicant for this position and recommended by Chief Grant to the Police and Fire Commission. Additional information on the selection process is noted in the Police and Fire Commission minutes dated April 24, 2012.

The undersigned recommends that the City Council concur in this recommendation. It is estimated that the appointment of this non-union position in the Police Department will save approximately \$4,500 compared to the employee formerly performing some of these administrative duties who recently retired. This is in addition to the savings which resulted when the previous employee retired without a new employee being hired within the department.

Although the City Council determines the compensation of all employees, it is recommended that this offer be made contingent on review by the Police and Fire Commission as this was their directive to the Police Chief at their Commission meeting dated May 8, 2012. The next regularly scheduled Commission meeting is June 5, 2012.

Sincerely, Todd A. Drysdale, City Administrator

Effective January 1, 2012 the State of Michigan permits the sale and use of consumer fireworks which include:

Novelties / Low impact fireworks such as Sparklers, snakes, snaps, popper, etc.
Ground-based items such as Fountains, Ground spinners, wheels, etc.

New this year

Aerial items such as Sky rockets, Roman candles, aerial shells, etc.

All of these items are regulated at the federal level by the Consumer Product Safety Commission

The ignition, discharge and use of consumer fireworks is permissible

1. By an adult (anyone over the age of 18)
2. On private land or real property
3. In a manner so that no part of the fireworks will land on or be deposited on another's property.
4. On the day preceding, the day of, or the day after a national holiday

The ignition, discharge and use of consumer fireworks is prohibited

1. By any unsupervised minors (anyone under the age of 18)
2. By any person under the influence of alcohol or a controlled substance
3. On public property Roadways, city parks, parking lots, vacant properties
4. On School or Church properties
5. On the land or real property owned by someone other than the person discharging the fireworks unless permission is first obtained from the owner Railroad Right of Way, business parking lot, etc.
6. On any other days except the day preceding, the day of, or the day after a national holiday

NOTE: Cherry Bombs, Silver Salutes, and M-80's are Banned by Federal Law

Jeffery Carley, Fire Chief

May 29, 2012

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

Dear Mayor Peterson and City Council Members:

On May 21, 2012, you referred a communication from John and Mary Martin, 644 Kings Highway, to the undersigned to review the sale of the City owned property at former 638 Kings Highway. The Land Sales Committee has reviewed this request and recommends that the former 638 Kings Highway (35' x 102.5') be split evenly between the property owner at 630 Kings Highway (35' x 102.5') and 644 Kings Highway (35' x 102.5') making each lot 52.50' x 102.5'. The purchase price for this property is \$100 per front, as established by City Council Resolution, or \$1,750.00 for each adjacent property owner plus closing cost that are estimated at \$705.00. The City offers two (2) options to purchase this property, cash due upon closing and deferred lien where the payment is deferred until the property is sold or refinanced.

Mr. Martin further indicated in his communication that the tree between the City sidewalk and street is in need of removal. The City would remove this tree if Mr. Martin intends on constructing a driveway. Once Mr. Martin secures a driveway permit for the construction of a new driveway the tree would be removed at no cost to Mr. Martin. However, it would be Mr. Martin's responsible to replace the City sidewalk.

If you concur with the communication, the undersigned will proceed with the development of Purchase Agreements to sell 17.5 feet of the former 638 Kings Highway to the adjacent property owners at the total cost of \$3,500 plus closing fees.

If anyone is interested in purchasing an adjacent City owned property, the Engineering and Building Department has an application that they could complete and then it would be reviewed by the Land Sale Committee for recommendation to the City Council.

Very truly yours,

Mark A. Kowalewski, City Engineer

Colleen A. Keeln, City Assessor

May 30th, 2012

Dear Mayor Peterson & City Council:

As you are aware, the Wyandotte Farmers Market is scheduled to open on June 14th. The market is located at the corner of First and Elm and will operate from 12:00 noon to 7:00 pm each Thursday until October 18th. We are pleased to announce that our market has grown each year and we now have 21 confirmed vendors for 2012. The market will open at noon on opening day, and Fanner John and his Barnyard Express will be on-site from 1:00 pm to 3:00 pm with activities for the entire family. We will offer a variety of fresh fruits and vegetables, baked goods, jams, jellies, herbs, meat, poultry, coffee, tea and more. In addition, we have planned many activities for our 2012 Farmers Market this year such as cooking demonstrations, live music and hands-on activities for children.

As a result, we are asking that the parking directly adjacent to the site be posted as use for farmer's market vendor parking from 11:00 am to 7:30 pm on Thursdays only. Please find attached a plan of proposed vendor parking for these dates.

We hope you can join us at the Wyandotte Farmers Market this summer and thank you for your continued support of this important downtown destination.

If you have any questions regarding our request, please contact me.
Sincerely, Natalie Rankine, RA, Downtown Development Authority Director
2624 Biddle Avenue, Wyandotte, Michigan 48192 734-324-7298 nrankine@wyan.org

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

Wednesday, May 30, 2012

Honorable Mayor and City Council Members:

At their Friday, May 11th, 2012, 8:30 AM meeting, the Wyandotte Street Art Fair Committee approved a marketing initiative assembled and recommended by my office for the 2012 Wyandotte Street Art Fair. This radio, print, and on-line marketing package takes advantage of diverse media sources that appeal to various target demographics selected by the Committee. This proposal falls within the approved \$25,000 marketing budget for the Fair.

Through negotiation, several of the media companies below have agreed to provide in-kind value to enhance our monetary commitment. Their in-kind contribution of additional commercial time, interviews, and print ads translates into excess of several thousand dollars.

RADI
O

VENDORS

Station Name	Call Number	AM/FM	Amount
WWJ	950	AM	\$ 2,750.00
The River	93.9	FM	\$ 1,625.00
NPR - WDET	101.9	FM	\$ 4,240.00
Total Radio All:			\$ 8,615.00

PRIN
T

VENDORS

Publication Name	Type	Frequency	Amount
Real Detroit Weekly	Newspaper	Weekly	\$ 1,500.00
Metro Times	Newspaper	Weekly	\$ 3,000.00
Heritage Newspapers	Newspaper	WED/FRI/SUN	\$ 3,000.00
Total Print All:			\$ 7,500.00

Please note that the above mentioned pending agreement with Heritage Newspapers is a partnership wherein the News Herald will provide a comprehensive marketing campaign that includes the yearly newspaper insert at a value of \$25,381.00 for a \$3,000.00 investment. It provides a generous in-kind sponsorship opportunity wherein the News Herald will be listed and promoted as a Media Sponsor and the sole sponsor this year's Children's Area. This is a long-standing partnership that we very much look forward to continuing.

Attached, please find itemized invoices from each of the above vendors explaining in detail the advertising we propose purchasing to market the 51st Anniversary of the Fair.

If approved, all invoices, totaling \$ 16,115.00, should be paid from Art Fair account number: 285.225.925.730.860 and authorized by Mayor Joseph R. Peterson or William R. Griggs, City Clerk. Additionally, all material was sent to City Attorney Bill Look for review and approval prior to this submission.

I will be happy to go over the material and answer any questions you may have. Thank you for your continual support of our Special Events in the City of Wyandotte!
Cordially, Jody Egen

May 31, 2012

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

Re: Dom Polski's 1519 Oak Street Wyandotte, Michigan 48192

Dear Mayor Peterson and Councilmembers:

The following request was received from the Michigan Liquor Control: Request to transfer ownership of 2011 Class C licensed business with Dance Permit, located at 1519 Oak, Wyandotte, Mi. 48192 from Polish National Alliance Thaddeus Kosciuszko Society Group 2426 to Rookies, LLC.

Said request has been forwarded to Engineering, Municipal Service, Fire, Police, Treasurer and Legal Departments.

In view of the above, said application is being forwarded to you for your consideration.

Sincerely yours,
William R. Griggs, City Clerk

May 30, 2012

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

Dear Mayor Peterson and City Council Members,

Attached for your review and approval is the Fourth Addendum to the lease agreement with Chase Bank for space at the city-owned building located at 3200 Biddle Avenue. This Addendum provides for the following:

1. A reduction in floor space occupied by Chase Bank from approximately 11,416 square feet to 4,915 square feet on the first floor.
2. A ten (10) year lease extension with rights granted for two (2) consecutive renewal terms of five (5) years each.
3. The average monthly rent over the initial ten (10) year term will be \$7,633 (or \$91,600 annually) with tenant also paying 11.00% of operating expenses.
4. Chase Bank will renovate, at their sole cost and expense, the first floor square footage which they will be vacating in accordance with the plans attached to the Addendum. This space will be occupied by the City of Wyandotte for both City Hall and Department of Municipal Service functions. The anticipated completion date of this renovation is August 1, 2012.

The undersigned recommends concurrence with this Addendum to the lease agreement with Chase Bank and requests that this Council authorize the undersigned to sign said agreement.

Sincerely,

Todd A. Drysdale, City Administrator

May 30, 2012

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

Dear Mayor Peterson and City Council Members:

Enclosed is a Contract between the Michigan Department of Transportation (MDOT) and the City of Wyandotte for the hot mix asphalt paving work along 2nd Street from Oak Street to Ford Avenue and along 3rd Street from Plum Street to Vinewood Avenue, including cold milling, pavement repair, concrete curb, sidewalk ramp, and pavement marking work; and all together with necessary related work. The estimated construction cost is \$1,173,200 of which \$960,300 will be grant funds; \$153,000 will be returned to the Engineering Department for engineering, testing and inspection and \$59,900 will be the City's share.

I recommend the Mayor and City Clerk be authorized to sign said Contract. This Contract has been reviewed and approved by the City Attorney.

Very truly yours,

Mark A. Kowalewski, City Engineer

May 25, 2012

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

Dear Mayor Peterson and City Council Members:

On April 17, 2002, the City sold 30 feet of the former 613 6th Street to the adjacent property owner at 605 6th Street. At that time, the City secured an Option to Purchase Real Estate for the property at 605 6th Street. This home is now for sale and the undersigned recommends release of this Option. The attached Resolution will authorize the Mayor and City Clerk to execute the Release and Discharge of Option to Purchase which is attached. This document has been reviewed by the City Attorney.

Very truly yours,

Mark A. Kowalewski, City Engineer

May 29, 2012

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

RE: Master Plan

Dear Mayor Peterson and Council Members:

At the meeting of May 17, 2012, of the Planning Commission, the City Planner, Mr. Leman of Beckett & Raeder, informed the Commission that the City's Master Plan is in need of updating. The City is required, by the Michigan Planning Act (PA 33 of 2008) to update the Master Plan every five (5) years.

Attached please find a proposal from Beckett & Raeder to perform this work for the City of Wyandotte. The Commission has approved this proposal and would like your concurrence in referring this to the Director of Financial Services to include in the 2012-2013 Planning Commission Budget.

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Elizabeth A. Krimmel, Chairperson

May 29, 2012

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

RE: PUBLIC HEARING PC#041712

Dear Mayor Peterson and Council Members:

Attached is a copy of the resolutions duly adopted by the Planning Commission held on Thursday, May 17, 2012. In its resolutions, the Commission recommends that the request from Edward C. Christie, to rezone the property known as 1844 Ford Avenue, Wyandotte, be DENIED for rezoning from Neighborhood Business District (B-1) to General Business (B-2).

Mr. Christie is requesting rezoning for the installation of a LED Sign. The Commission recommends that the Zoning Ordinance for Zoning Districts B-1 and B-2 be changed to allow for the installation of LED signs.

If you concur with this recommendation, the proposed Ordinance changed should be referred to the Planning Commission to conduct the required public hearing to bring the process to change the requirements.

Also attached is a copy of the transcript of the public bearing. Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,
Elizabeth A. Krimmel, Chairperson PLANNING COMMISSION

May 30, 2012

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

Dear Mayor Peterson and City Council Members:

The Engineering Department has opened bids for the Dredging Project at Bishop Park. The low bid received was \$776,094.00 and the City has received funding in the amount of \$560,595.00 as a Sub-Grant Agreement with Downriver Community Conference (DCC), Downriver Area Brownfield Consortium (DABC) and American Recovery & Reinvestment Act (ARRA) Grant.

This letter is to request your support to apply for a \$200,000 grant from the Detroit/Wayne County Port Authority and apply for a \$200,000 grant from the Wayne County Economic Development Growth Engine (EDGE). These two (2) grants will cover the shortfall of this project. Please see that attached Proposed Marina Dredging Budget.

If you concur with this recommendation, the attached Resolution will authorize the undersigned to apply for said grants.

Very truly yours,
Mark A. Kowalewski, City Engineer

May 31, 2012

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

Dear Mayor Peterson and City Council Members:

The Engineering Department has reviewed an approvable proposed diagonal parking design on the west side of 3rd Street just north of Oak Street with Michigan Department of Transportation (MDOT). The proposed design would meet the requirements of the Contract also on tonight's agenda.

Attached are drawings of the west side of 3rd Street from Oak to Chestnut:

- a. Current Parking (13 spaces)
- b. Approvable parking bay (9 spaces)
- c. Parking without parking bay (10 spaces)

Option A cannot remain with acceptance of the \$960,300 grant from MDOT. If Option B is chosen the City can submit final plans to MDOT for a determination if grants funds are eligible for this portion of the work.

I recommend this parking bay be removed.

Very truly yours,
Mark A. Kowalewski, City Engineer

May 31, 2012

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

Dear Mayor Peterson and City Council Members,

Attached for your review are the 2011 fourth quarter and 2012 first quarter Quarterly Investment Reports. The attached reports keep the City in compliance with Public Act 213 of 2007, an amendment to Public Act 20 of 1943.

All investments during the quarters are in accordance with the City's Investment Policy and State statutes along with the City's three investment objectives: Preservation of Capital, Liquidity and lastly Yield. In addition, the report is in line with the commitment in the Mission Statement of the City of Wyandotte's Strategic Plan 2010-2015 that states we will comply with all the requirements of our laws and regulations.

If you should have any questions, comments or concerns, please do not hesitate to contact me.

Sincerely,
Robert J. Szczechowski
Deputy Treasurer/Assistant Finance Director

May 29, 2012

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

Dear Mayor Peterson and City Council Members:

At the regular meeting of the Planning Commission on May 17, 2012, the Commission held the required public hearing regarding amendments to the City of Wyandotte Zoning Ordinance, Section Article XXI — Schedule of Regulations, Section 2100, Limiting Height, Bulk, Density and Area by Land Uses, Note (m) and (n).

A Motion was made by Commissioner Tavernier, supported by Commissioner Schultz to recommend approval of said changes as presented to the Commission at said public hearing.

Very truly yours,
Elizabeth A. Krimmel, Chairperson Planning Commission

LATE ITEM

June 1, 2012

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

RE: 132 Sycamore (STONE PUB)

Dear Mayor and Council:

An application was received from the Michigan Liquor Control Commission requesting to transfer ownership of a 2011 Class C licensed business with Entertainment Permit located at 132 Sycamore, Wyandotte, Michigan 48192, Wayne County, from Marc Holdings LC to RJACS, LLC.

Said application was referred to the Department of Municipal Service, City Engineer, City Treasurer, Police and Fire and Legal; copies of which are attached.

In view of the above, said application is being forwarded to you for your consideration.

Sincerely yours,

William R. Griggs, City Clerk

REPORTS AND MINUTES

Financial Services Daily Cash Receipts	May 30, 2012
Financial Services Daily Cash Receipts	May 22, 2012
Municipal Service Commission	May 22, 2012
Planning Commission	May 17, 2012
Fire Fighter's Civil Service Commission	January 3, 2012
Fire Fighter's Civil Service Commission	January 12, 2012
Fire Fighter's Civil Service Commission	February 2, 2012
Fire Fighter's Civil Service Commission	February 8, 2012
Fire Fighter's Civil Service Commission	March 14, 2012
Special Retirement Commission Meeting	May 22, 2012
Fire Commission Meeting	May 8, 2012
Fire Commission Meeting	May 22, 2012
Police Commission Meeting	May 8, 2012
Police Commission Meeting	May 22, 2012
Municipal Service Commission	May 15, 2012

CITIZEN PARTICIPATION

Val Zavala, 2346 – 9th, questions the timing of pay increase to Todd Drysdale; is not right

RECESS

RECONVENING

ROLL CALL

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

Absent: Councilperson Galeski

HEARING

SHOW CAUSE HEARING
WHY THE DWELLING AND GARAGE AT 2309-10TH STREET
HAS NOT BEEN REPAIRED OR DEMOLISHED IN ACCORDANCE WITH THE
CITY'S PROPERTY MAINTENANCE ORDINANCE

Mike Berry, 2317 – 10th, in favor of the demolition.

Minutes for the hearings made a part of the record.

FIRST READING OF AN ORDINANCE

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING
ARTICLE XXI-SCHEDULE OF REGULATIONS SECTION 2100 LIMITING HEIGHT,
BULK, DENSITY AND AREA BY LAND USE; NOTES TO SECTION 2100

RESOLUTIONS

Wyandotte, Michigan June 4, 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 June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that WHEREAS the homeowner applied for a permit with the Department of Engineering to re-roof the house at 2746-9th Street on June 1, 2012 the issue of the unfinished business 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, Sabuda, Stec
NAYS: None

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from Crystal Holmes, 2844-3rd relative to the parking lot on the corner of 3rd and Oak is hereby received and placed on file with a copy forwarded to the City Engineer.

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

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from Jesse Pomrenke, Eagle Scout candidate, Scout Troop #1783 regarding donations of old, tattered and worn out flags to be collected every two weeks starting June 1st through August 1, 2012 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council hereby GRANTS permission for a drop of box to be placed in the lobby of City Hall for said purpose with pick up dates designated as June 14 and 28, 2012 and July 12 & 26, 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, Sabuda, Stec
 NAYS: None

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of Mayor Peterson as set forth in his communication dated May 30, 2012 and APPROVES the budget amendment request reflecting the previous action of the Municipal Service Commission to transfer the funds to the City of Wyandotte's General Fund and to grant the salary adjustment to the City Administrator in the amount of \$1,000 per month, retroactive to May 1, 2012 in accordance with the previous resolution passed by City Council on May 21, 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, Stec
 NAYS: Councilman Sabuda

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Administrator and Chief of Police relative to the appointment of Sergeant James Pouliot to the position of Inspector in the Police Department and further, authorizes the Mayor and City Clerk to extend the offer of employment contingent on a satisfactory review by the Police and Fire 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, Stec
 NAYS: Councilman Sabuda

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the City of Wyandotte Fire Department Guidelines for the Use of Fireworks as submitted by Fire Chief Carley is hereby received and placed on file. AND BE IT FURTHER RESOLVED that all Citizens are encouraged to adhere to the stipulations as outlined in the Guidelines. AND FURTHER that the City Clerk is hereby directed to place said guidelines on the City's web-site and on municipal cable.

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

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the City Engineer and City Assessor regarding the sale of the former 638 Kings Highway is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council CONCURS with the recommendation of the City Engineer and City Assessor to split equally the former 638 Kings Highway between the adjacent property owners at 630 Kings Highway and 644 Kings Hwy with a per-front footage cost of \$100.00; AND BE IT FURTHER RESOLVED that Council authorizes the Engineering Department to prepare the proper Purchase Agreements to sell said property and forward back to City Council for approval; AND BE IT FURTHER RESOLVED that should the adjacent property owners construct a new driveway on the former 638 Kings Highway the cost to remove said tree will be paid by the City.

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

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the Downtown Development Authority Director regarding the June 14, 2012 opening of the Wyandotte Farmers Market is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council GRANTS the request of the Downtown Development Authority Director for the parking directly adjacent to the site to be posted as use for farmer's market vendor parking from 11:00 a.m. to 7:30 p.m. on Thursdays only from June 14, through October 18, 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, Sabuda, Stec
 NAYS: None

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council CONCURS in the recommendation of the Museum Director as set forth in her communication dated May 30, 2012 and hereby APPROVES the marketing initiative as outlined in said communication in the amount of \$19,115.00 to be paid from the Art Fair account # 285-225-925-730-860. AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contracts on behalf of 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, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Clerk to APPROVE the transfer of ownership of a 2011 Class C licensed business with Dance Permit, located at 1519 Oak, Wyandotte, Michigan 48192 from Polish National Alliance Thaddeus Koseiuszko Society Group 2426 to Rookies, LLC.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning

Supported by Councilperson Leonard Sabuda

YEAS: Councilmembers Browning, DeSana, Fricke, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Administrator relative to the Fourth Addendum to the lease agreement with Chase Bank for 1st Floor space located at 3200 Biddle Avenue, AND FURTHER authorizes the City Administrator to sign the Addendum on behalf of the Mayor and City Clerk.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning

Supported by Councilperson Leonard Sabuda

YEAS: Councilmembers Browning, DeSana, Fricke, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the City Engineer regarding the Michigan Department of Transportation (MDOT) Contract for \$960,300 in Federal Funds is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council hereby authorized the Mayor and City Clerk to execute the Contract for the hot mix asphalt paving work along 2nd Street from Oak Street to Ford Avenue and along 3rd Street from Plum Street to Vinewood Avenue, including cold milling, pavement repair, concrete curb, sidewalk ramp, and pavement marking work; and all together with necessary related work; AND BE IT RESOLVED that Council APPROVES the City's share of funds in the amount of \$212,900 from Major Street Funds of which \$153,000 will be returned to the City for engineering, testing and inspections.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning

Supported by Councilperson Leonard Sabuda

YEAS: Councilmembers Browning, DeSana, Fricke, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the City Engineer regarding the former 613-6th Street is hereby received and placed on file; AND BE IT FURTHER RESOLVED that the Council CONCURS with the recommendation of the City Engineer regarding the release of option to purchase for the property at 613-6th Street, Wyandotte and further authorizes the Mayor and City Clerk to execute the Release and Discharge of Option to Purchase as presented to the Council on June 4, 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, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the Planning Commission dated May 29, 2012, regarding updating the City's Master Plan is hereby received and placed on file; AND BE IT FURTHER RESOLVED that said communication be referred to the Department of Financial Services to include said cost in the 2012-2013 Planning Commission budget.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning

Supported by Councilperson Leonard Sabuda

YEAS: Councilmembers Browning, DeSana, Fricke, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the Planning Commission regarding the rezoning of the property known 1844 Ford Avenue is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council CONCURS with the recommendation of the Planning Commission and DENIES the rezoning of the property at 1844 Ford Avenue, Wyandotte; AND BE IT FURTHER RESOLVED that the Council refers the proposed changes to the Zoning Districts B-1 and B-2 to allow for LED lights 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, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the City Engineer regarding the Dredging Project at Bishop Park is hereby received and placed on file; AND WHEREAS the City's Strategic Plan has identified the substantial development along the Riverfront as an enhancement to the downtown in the form of a dining, recreational and entertainment destination. FURTHER, the Vision Statement of the Plan recommends that a marina would provide access to the downtown area for these destination attractions; AND BE IT FURTHER RESOLVED that Council authorized the City Engineer to apply for a grant from the Detroit/Wayne County Port Authority in the amount of \$200,000 and a grant from the Wayne County Economic Development Growth Engine (EDGE) in the amount of \$200,000 to support this project and the City's Strategic Plan.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd M. Browning

Supported by Councilperson Leonard Sabuda

YEAS: Councilmembers Browning, DeSana, Fricke, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the City Engineer relative to the parking bay on the west side of 3rd Street just north of Oak Street is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council directs the Engineering Department to remove the parking bay along 3rd Street north of Oak Street during the construction project for 3rd Street.

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

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council hereby receives and places on file the 2011 4th quarter and 2012 1st quarter Quarterly Investment Reports as outlined in the May 31, 2012 communication from the Deputy Treasurer/Assistant Finance Director.

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

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the communication from the Planning Commission dated May 29, 2012 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that said First Reading of an Ordinance be held at tonight's meeting.

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

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Clerk to APPROVE the transfer of ownership of a 2011 Class C licensed business with Entertainment Permit located at 132 Sycamore, Wyandotte, Michigan 48192, Wayne County, from Marc Holdings LC to RJACS, LLC.

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

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that a hearing was held on June 4, 2012, where all parties were given opportunity to show cause, if any they had, why the dwelling and garage at 2309-10th Street, Wyandotte should not be demolished, or removed or otherwise made safe; AND BE IT FURTHER RESOLVED that the Council considered the communication dated May 8, 2012 and show cause hearing minutes dated March 28, 2012 and January 24, 2012 held with the Hearing Officer and City Engineer in the Engineering Office which are made part of this hearing and all other facts and considerations were brought to their attention at said hearing; NOW THEREFORE BE IT RESOLVED that the City Council hereby directs that said dwelling and garage located at 2309-10th Street, Wyandotte should be DEMOLISHED, and that the costs be assessed against the property in question as a lien, and that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within twenty one (21) days of the date of this resolution if they so desire.

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

Wyandotte, Michigan June 4, 2012

RESOLUTION by Councilperson Todd M. Browning

RESOLVED by the City Council that the total bills and accounts in the amount of \$1,037,304.56 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, Sabuda, Stec
 NAYS: None

ADJOURNMENT

MOTION by Councilperson Todd M. Browning
 Supported by Councilperson Leonard Sabuda
 That we adjourn.
 Carried unanimously
 Adjourned at 9:30 PM
 June 4, 2012



 Maria Johnson, Deputy City Clerk

FINANCIAL SERVICES DAILY CASH RECEIPTS

DATE 6-6-12

BEGINNING DATE 6-6-12 AND ENDING DATE 6-6-12

SALES RECEIPT # 227162 THRU 227165

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	200.00
LIQUOR LICENSE	101-000-600-030	S2	
FINES DIST COURT WYANDOTTE	101-000-650-010	M1	
DIST COURT RIVERVIEW CASES	101-000-650-012	M3	
WORK FORCE WYANDOTTE	101-000-650-011	M2	
WORK FORCE RIVERVIEW	101-000-650-017	M6	
COURT TECHNOLOGY WYANDOTTE	101-000-650-018	M7	
COURT DRUG TESTING FEES	101-000-650-020	M9	
COURT SCREENING ASSESSMENTS	101-000-650-021	AS	
CHEMICAL AWARENESS	101-000-650-024	AW	
STATE DRUNK DRIV/DRUG CASE MGT	101-000-650-013	M4	
PRISONER BILLING	101-000-650-015	M5	
LAND CONTRACT REC. - UDAG	284-000-041-050	AR	
PARKING LOT LOANS	284-000-060-030	AR	
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	
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	2,639.50
DESANA TRUST	701-000-391-034	DT	90.72
ANIMAL LICENSES	101-000-451-020	LB	150.00
		MZ	
TOTAL MONIES RECEIVED			3,080.22

TODD A. DRYSDALE
DIRECTOR OF FINANCIAL SERVICES

**WYANDOTTE CULTURAL AND HISTORICAL COMMISSION
MINUTES OF THE MAY 17, 2012 MEETING
MARX HOME**

COMMISSIONERS PRESENT: Michelle Blankenship, Jody Chansuolme, Ken Munson, Nancy Chasca, Sue Pilon, Dave Kostelnik, Anne Ronco, Becca Bearden

EXCUSED: Stan Rutkowski, Eula Grooms, Don Schultz, Tom Woodruff

SOCIETY: Wally Hayden, Angie Cislo, Nancy Lange, Lynne Rutkowski, Beth Labadie, Brian Baird, Doug Golema, Roger and Marian Bradley, Mary Washko

President Michelle Blankenship called the meeting to order at 6:02 p.m.

The Commission and the Society members introduced themselves.

Wally asked if the Commission had any ideas about how to reach more people and get more members to join the Historical Society, especially local elected officials.

Almost all of the Commissioners said they are current members of the Society. Anne suggested giving a one-year gift subscription to the Society newsletter, accompanied by a presentation at a City Council meeting, to show elected officials what the Society is all about. Some Society members also hand out newsletters on the street at Third Friday events. Jody has also tried sending elected officials invitations to Museum events, without much response.

Doug suggested possibly using cable TV to promote Society membership. Michelle also announced that the Patch is going to meet any local non profits on June 6 at 10 a.m. to talk about promoting them.

Michelle asked about whether the Society might be able to staff the gift shop in the MacNichol home during the hours when the Museum is open for tours - noon to 4 Thursday through Sunday. Since Shirley's position was cut, volunteers are now there to give tours, and there are some safety concerns with just one person being alone in the house. An extra person in the gift shop might help tour guides feel safer in the Museum. In addition, tour guide volunteers cannot sell anything in the gift shop. Sandy Noble is in charge of the gift shop and is trying to get a schedule put together. There will also be an article in next month's newsletter asking for people to help with the gift shop. She will eventually have a schedule that she can send to Jody of gift shop volunteers.

The Society and Commission discussed ways to recruit new volunteers, since it seems that many events are staffed by the same people all the time. There is just one list of volunteers for the Society, and the Museum has a phone tree of people they sometimes call. A few people suggested using the newsletter to recruit chairs for different events. It was suggested that a Society member and Commissioner should work together to recruit more volunteers for events as well as compile one joint volunteer list. Anne and Lynn volunteered for this project.

The Commission suggested that it might be beneficial for the Society to publish a list of donors. This would be an extra way to thank people to donate time and money, and also possibly encourage

some elected officials to get involved in Museum and Society projects. Some people have expressed concerns about publishing this type of list because some names will inevitably be left off the list, and the Society doesn't want to offend anyone. The Society Board will probably have to vote on this matter.

Wally said there are some board members who feel the Museum should be more of an exhibit gallery and less of a home tour. Jody said the Museum just received a grant from the Michigan Humanities Council that will help with the City History Exhibit Gallery. The Museum had run into some problems with finishing those projects, but is now able to move forward and should make significant progress within the next 12 months.

Even currently, Wyandotte history is being discussed on the tours. Some Society Members have expressed displeasure about not being involved enough in the planning process for the new City History Exhibit Gallery. Wally will be the Society's representative on the exhibit project once it begins, so he will be able to provide the Historical Society with regular updates. In regards to the old exhibit gallery being taken down, Jody said that some of the items and displays were deteriorating or damaged, and Museums need to be updated sometimes.

Items in the new basement gallery will be conducive to the environment. Since the basement is humid, there will not be items that don't do well in humid environments. Some other city history items will be shown in a gallery on the third floor. There will be a small panel to decide on what is included in the City History Exhibit Gallery, so Society members can filter their concerns through Wally and he will make them known to Jody.

Ken suggested putting updates on the gallery in the Society's newsletter. Anne said she would be happy to, and the Society agreed that those updates would fit with the content of the newsletter.

The Society asked about the Museum's process for deaccessioning Museum items. They wondered what the process is for clearing out the Museum and whether anyone outside the Museum staff is notified of the deaccessioned items. The Commission has always had a Deaccession Committee. It is currently combined with the Accession and Salvage Committee. If anything has been formally accessioned, it must be formally deaccessioned, meaning the item must be researched and go before that Committee. Dave suggested possibly letting the Society have a first look at everything before it is Deaccessioned. However, adding that to the process might take too long and be too complicated. Anne suggested possibly inviting the Society to preview the items in Eula's next sale the night before it opens to the public, which will feature items from her salvage project.

When people donate to the Museum, they give the Museum the right to do whatever it wants with the items. Most deaccessioned items are sold, and it is very rare that the Museum staff throws anything away. There are also some items stored at the Museum that do not necessarily belong to the Museum. Jody says they've done their best to consolidate these items and give the Society, Friends, and other groups who use the Museum their own spaces to keep these types of items.

Ken suggested adding a member of the Deaccession Committee who would serve as a liaison for the Society. A Society member might not know the significance about any particular item, but they could possibly report back to the Society after the Committee meeting but before the Commission can vote on whether or not to have the items deaccessioned.

Some members of the Society expressed concern that people might be less likely to donate items to the Museum if they don't know for sure that they will be displayed or used. Jody said that it's inevitable they will have more items than they can display at any one time, but they plan to rotate items sometimes. In addition, she said most people who donate are not very concerned about what happens to their items. And Jody reserves the right to refuse any donations that she knows the Museum will not use. She said that hopefully the new City History Exhibit Gallery will encourage more people to donate their Wyandotte historical items.

Jody asked about appointing a point person from the Historical Society for the Museum staff to contact about any Society events. The Museum staff helps with marketing and logistics for many of these events, and it would be much easier for them to have one person to contact for each event, rather than trying to reach different people to talk about different aspects of the events. The chairperson of each event should be able to address any of the staff's concerns and get in touch with other Society members on behalf of the Museum staff.

Jody also announced that the Museum staff will move forward with the Pie and Ice Cream event this year, after the Society decided that they would not be able to host it. She received donations from Stroh's and a few other companies, as well as some of the Commissioners. So the pie and ice cream is already paid for. It will only be four hours long this year, and the Society will have the opportunity to host the event again next year.

In the past, many members of the Commission also served on the Society Board, but there is no overlap anymore. So Michelle asked if the Society would be open to having a liaison from the Commission. She said the Commission would be open to having a liaison as well, and of course the Commission meetings are open to the public. The Society's meetings are also open, and they would definitely be open to having a liaison from the Commission. The Society and Commission also agreed to add each other to their respective email lists so they can receive regular updates.

Jody asked about the possibility of the Society sending letters to solicit donations from their membership if there is a project that the Board feels warrants that type of action. In terms of the Museum, Jody thinks that a lot of people believe the city pays for buildings and grounds projects, and that is not the case. The Commission and Society also discussed the possibility of adding a Museum "wish list" to the newsletter, or tucking a solicitation letter inside the newsletter.

The Museum staff has run across some grants that are only available to 501(c)(3) organizations, so the Commission would not be eligible to apply, but they could pass along the information to the Historical Society. They could also work together on some cooperative funding efforts. Michelle also offered to send Wally a list of the Commission's Subcommittees, in case any Society members would be interested in participating.

Michelle brought up the possibility of doing a joint project between the Commission and the Society commemorating the 200th anniversary of the War of 1812 sometime this year.

Michelle gave an update about the Commission's preservation efforts. She informed the Society about the city's process for buying and demolishing homes, and said that this is a big concern for Wyandotte's historic area. There is power in numbers, so she wondered if the Society could keep their membership informed about preservation efforts in the city. She proposed that some Society members might join the Commission's Preservation Committee to help formulate a plan to change the city's process of buying and demolishing homes.

Michelle talked about doing a survey of some historic neighborhoods in Wyandotte. She said the Commission could pick specific buildings or neighborhoods and research them and hand out information to the people who live there, as some of them might not be aware of the history that surrounds them. She suggested starting in Federal Square, an area near Cedar Street between Fourth and Fifth, which was built during World War I for workers in ship building factories.

Michelle announced that the Commission will be inviting their SHPO field rep to an upcoming meeting, and said she would email the Society Board to let them know in case anyone would be interested in attending that meeting.

Michelle suggested that the Society Board and Commission meet on some kind of regular basis. Everyone agreed that twice per year would be reasonable. So the next meeting was tentatively scheduled for sometime in November.

President Michelle Blankenship adjourned the meeting at 8:10pm.

Next Meeting: June 14, 2012.
Respectfully Submitted,
Annie Pilon, Recording Secretary

WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Tuesday, May 15, 2012, at 5 pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

Members Present:

President Lori Shiels
Secretary Dale Brennan
Commissioner Ken Prygoski
Commissioner Wally Merritt
Commissioner Margaret Loya

Also Present:

Sup't of Recreation James R. Knopp
Administrative Trainee Justin Lanagan
Recreation Technician Theresa Jamula

Persons in the Audience:

None

A motion was made by Commissioner Loya and supported by Commissioner Prygoski to approve the minutes of the previous meeting as submitted via e-mail with the following corrections:

Correction on Page 2: July 21 USO Show – Motion by **Loya & Merritt**

Correction on Page 2: July 28 Vietnam Memorial Event – Motion by **Brennan & Prygoski**

CORRESPONDENCE:

A thank you card was received from the Mt. Carmel Mardi Gras Auction Committee, thanking the Department for the donation of golf gift certificates for their event.

A complimentary e-mail was received from David Mykols regarding the new Kayak launch at Bishop Park.

INTERDEPARTMENTAL:

None

COUNCIL RESOLUTIONS:

Council Resolution dated April 17, 2012, Reappointing Wallace Merritt to the Recreation Commission, term to expire 2017

Council Resolution dated April 24, 2012, stating that all city contracts shall be executed by the Mayor and City Clerk.

REPORTS AND MINUTES:

Account Breakdowns: Pay Periods Ending April 4 & April 18
Tele-Care & Senior Van Report – April 2012
SFC Financial Report as of March 31, 2012
Golf Course Report – April 2012
Arena Report – March 2012

SPECIAL ORDER

Superintendent Knopp addressed the following issues with the Commission:

- ✓ Memorial Lighted Baseball Field – Sup't. Knopp received approval for an emergency repair for the backstop at the Lighted Field. This repair will be starting on May 21. It will be replaced with 10' fencing and 20' of netting. The estimated cost is a little over \$8,000. Funds from this project will be derived from the Memorial Park Improvement account.
- ✓ Memorial Lighted Baseball Field – Sup't. Knopp met with Municipal Service (Melanie McCoy and Rod Lesko). The estimated cost for Ramirez Electric to repair the lights on the two poles (Right Center & 1st Base) would be \$28,125. If this repair is completed, there is no guarantee that the other lights would continue to work because the current lighting system is over 50 years old. All 8 pm games at this field have been cancelled. We do not have the funds to make this repair.
- ✓ Sup't. Knopp asked the Commission if they wanted to continue the policy of giving Gift Certificates for 9-hole of golf with no carts. We receive numerous requests each week for donations. The Golf Course is not to issue complimentary gift certificates. They will be instructed to refer all requests to the Recreation Office.
- ✓ Boat Ramp – Operator George Campbell requested to change his current contract. Mr. Knopp informed him that it is a binding contract and he does not have the authority to alter contracts approved by the City Council.
- ✓ Three Shots Against Cancer will be on July 21 at WSGC. Since 2004, they have raised over \$12,000.
- ✓ TIPS – This is a beverage server's class that will be given at the Arena for all persons who are involved with serving/selling alcoholic beverages at the Golf Course. Under State LLC laws, this class is mandatory and we can be fined if someone sells beer without this certification. Mr. Knopp stated that we will be extending the hours for the beverage sellers to accommodate the leagues.
- ✓ Credit Card Expenses @ WSGC – The City of Wyandotte is going to hire a company so that each department can accept credit card payments and a fee will be charged for each transaction. We have been accepting credit cards at the Golf Course for many years. We have approximately \$3,300 of credit card expenses per year at the Course. Superintendent Knopp has met with Ass't. Finance Director Bob Szczechowski and it was their consensus not to charge golfers the extra fee because we would potentially lose business to other local courses that do not add on an extra fee. The new company the City will be using for credit card purchases may be charging lower prices than the company we currently deal with. Therefore, our expense should be less.
- ✓ City Hall will be moving by October 2012. Special events will be moved to the new location.
- ✓ FOP Field Improvement – Installed bullpens & safety fencing down 1st & 3rd base line and new fence topping for the outfield fence.
- ✓ WSGC Clubhouse – Hired a private contractor to power wash the Clubhouse and Cart Barn. Contractor stated that in his 18 years of being in the cleaning business, this was the worst

building he had ever worked on due to the enormous amount of spider residue. They hand scrubbed the building and then power washed. The buildings were also sprayed for spiders and bugs. This project cost approximately \$1,500 but it needed to be done. Another spray in the fall will cost approximately \$400.

- ✓ RHS Class of 1964 is having a class reunion at the Boat Club and they requested using the uncovered node (#4) next to the golf course for an all day event. They would like to put up a tent. (Tents are not allowed east of the sidewalk due to the underground wiring.) There is a wedding scheduled at the cover node on this same day. They were informed that alcohol is prohibited in the park. Commission discussed this event. Theresa informed the Commission that the resident rental fee for this node is \$75 per hour. Superintendent Knopp stated that we do allow tents next to the clubhouse when we have golf tournaments.
- ✓ We received a request to rent ice for a wedding at the Yack Arena. Superintendent Knopp suggested the rental fee of \$450 for this daytime event (3 hours). The details the gentlemen provided were very vague, other than putting a red carpet aisle down the length of the ice and the ceremony would take place at the north end. Commission discussed the covering of the ice for the guests. Superintendent Knopp will contact the gentlemen with the cost (\$450) for this event – spectators and chairs will not be allowed on the ice, other than the wedding party and minister.
- ✓ Years back we received a grant for the Bishop Park Handicap Kayak Launch in the amount of \$38,000 from Southeast Michigan Community Foundation. When the launch was completed last year, the final reports were never filed. Superintendent Knopp compiled a report with the help of the Engineering Department, but the report was rejected. Mr. Knopp and Greg Meyering of the Engineering Department are in the process of rewriting this final report.
- ✓ Slo Pitch season started May 21. We have nine Coed and six Men's teams. We are inspecting all bats and putting stickers on the approved ASA bats. Of 25 bats inspected, only 17-18 were ASA approved. Due to the speed of the ball and high tech bats, next year we will be moving the bases back five feet as per a national rule change.
- ✓ Superintendent Knopp spoke with Police Chief Grant to discuss the fishing situation at Bishop Park. Chief Grant stated that the WPD will be issuing tickets to those persons who fish off the Oak Street parking lot after the designated time of 6 am to 10 am. Fishing is allowed at Bishop Park from 6 am to 10 pm off the fishing pier only. Chief Grant also stated that he will have patrol cars check the Memorial softball games to curb the drinking in the park area and parking lot. All managers have been warned that it is illegal to drink alcoholic beverage in City parks and parking lots. Violators will be ticketed.
- ✓ BASF Waterfront Park Sand Volleyball Courts - Ordered 50 tons of silica sand \$1500, and we received a \$1,000 donation from the leagues who use the site. These league players replaced the pole base, anchored it, and did the cement work. A league participant moved the sand in with his own tractor. With everything combined, this project would have cost \$3,000 but in total, we will be paying approximately \$750 when completed.
- ✓ Wy RV Sgte Soccer Program - There are 300+ children registered in this program and 49 are from Wyandotte and 15 from Riverview. Mr. Knopp received three complimentary calls regarding the program.

- ✓ Wyandotte Figure Skating Club – The Club is experiencing major problems. As of this time, the USFSA had placed the Club on inactive status. They are drastically trying to clear up their internal problems. Mr. Knopp is working very closely with the USFSA and the Wyandotte officers to get this club back on track. We do not want to lose this Club, which would result in a revenue loss of \$40,000 - \$60,000 per budget year. Superintendent Knopp explained to the Commission the IRS problems. The WFSC has hired independent accountants to address these problems. Currently there are four persons in the United States on suspension from the USFSA and three of them are from Wyandotte. The fourth person is Tanya Harding. Hopefully all these issues are taken care of so that they can host their Competition in the fall of 2012.

Arena Events completed as of this date:

Lions Club Flea Market – They had their most successful event ever..

North American Model Engineering Expo – After being gone from the Yack Arena for a few years, they are glad to be back in Wyandotte.

St. Joes & St. Pats Spring Fling - This festival was packed on both nights – another huge success.

SWCRC Business Expo – They experienced extremely small crowds during the event.

Piccadilly Circus (2 day event) – The Arena was jammed packed for all four performances.

Late Item: The Wyandotte Indian Little League Football Association has requested that due to the State of Michigan Downriver Junior Football League rules, there is to be no tobacco use at their football practices and games. They have requested that signs be posted. After contacting the Department of Legal Affairs, it was recommended that temporary signs be put out during their events. The DJFL will levy a \$100 fine against the Wyandotte Indians Organization and possible indefinite suspension if this continues to be an issue. They also requested that additional “No Dogs” signs be posted throughout the park. Hopefully the Police Department will start writing tickets in the park so that this issue could be curtailed. Commissioner Prygoski stated that there are numerous people walking their dogs in BASF Waterfront Park.

Commissioner Prygoski inquired as to the status of the Dog Park. Superintendent Knopp commented that he was meeting with Mr. Drysdale and they would discuss this issue.

Election of Officers:

A motion was made by Commissioner Merritt and supported by Commissioner Loya to elect the following:

President Lori Shiels

Vice President Dale Brennan

Secretary Ken Prygoski

Motion carried unanimously.

There being no further business to discuss, a motion was made by Commissioner Loya and supported by Commissioner Brennan to adjourn the meeting at 6:30 pm.

Minutes Prepared by

Theresa Jamula

Theresa Jamula

Recreation Technician

Authorized by

James Knopp

James R. Knopp

Superintendent of Recreation

Wyandotte Recreation Commission Meetings 2nd Tuesday @ 5:00 pm @ Yack Arena
** Meeting changed to the 3rd Tuesday!

June 19, 2012**

July 17, 2012**

August 14, 2012

September 11, 2012

November 13, 2012

December 11, 2012

OFFICIALS

William R. Griggs
CITY CLERK

Andrew Swiecki
TREASURER

Colleen A. Keebn
CITY ASSESSOR



MAYOR
Joseph Peterson

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

NATALIE RANKINE, RA
DOWNTOWN DEVELOPMENT AUTHORITY

DOWNTOWN DEVELOPMENT AUTHORITY
MEETING MINUTES
May 8th * 5:30 pm
3131 Biddle Avenue Wyandotte MI. 48192

1.) **MEMBERS PRESENT** – Mayor Joseph Peterson, Peter Rose, Dr. Patrick VanDeHey, Patt Slack, Greg Gilbert, John Jarjosa, Leo Stevenson

2.) **MEMBERS EXCUSED** – Gerry Lucas , Norm Walker

3.) **OTHERS PRESENT** –Natalie Rankine, Heather Thiede, Diane and Tom Woodruff and Dave Fuller

5.) **APPROVAL AGENDA** –

Motion by M. Peterson, supported by P. Rose to accept the agenda for the May 8th meeting with the addition of 9, G. and 10. H and 1. All in favor, motion carried.

6.) **APPROVAL OF MINUTES** -

Motion by M. Peterson, supported by P. Rose to approve the minutes from the last DDA meeting in April. All in favor, motion carried.

7.) **PUBLIC COMMENT** –

None

8.) **MONTHLY REVENUE AND EXPEDITURE REPORT** –

N. Rankine explained the monthly revenue and expenditure report to the board.

9.) **ONOGING PROJECTS AND BUSINESS** –

- a.) Wyandotte Farmers Market – N. Rankine stated that the market was approved to accept bridge cards (food assistance) and credit card payments. She stated that she would like to open a separate checking account and transfer a maximum of \$500 to process credit card payments for the year. N. Rankine stated that these checks would be signed by the City treasurer, assistant treasurer or City Clerk and that it is not possible to process these payments through the city’s accounting system, due to the nature of the accounts. This funding to come from the Farmers Market 499.200.925.730.802.

OFFICIALS

William R. Griggs
CITY CLERK

Andrew Swiecki
TREASURER

Colleen A. Keehn
CITY ASSESSOR



MAYOR
Joseph Peterson

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

NATALIE RANKINE, RA
DOWNTOWN DEVELOPMENT AUTHORITY

b.) DDA Officers –

P. Rose suggested P. Slack to stay Chairperson of the DDA ,P. Slack accepted the appointment.
M. Peterson suggested G. Gilbert as Vice Chairperson, G. Gilbert accepted the appointment.
M. Peterson suggested J. Jarjosa as the Secretary, J. Jarjosa accepted the appointment.
M. Peterson suggested L. Stevenson as Treasurer, L. Stevenson accepted the appointment.

Motion by M. Peterson, supported by G. Gilbert to move appointments be closed for the DDA Board. All in favor, motion carried.

P. Slack suggested the Local First project be moved under the Design and Promotions Committee. She stated that P. Rose should be added to that committee as well as Janelle Rose and Tom and Diane Woodruff to be volunteers.

P. Slack suggested that J. Jarjosa be added to the Grant Committee and that N. Rankine be added to the Marina Committee.

Motion by P. Slack, supported by L. Stevenson to approve of the current committee members with adding the Design and Promotions members, J. Jarjosa to the Grant Committee and N. Rankine to the Marina Committee. All in favor, motion carried.

- c.) WBA Street Closure letter – The committee commented on the area in which the 3rd Fridays are held. P. Rose stated that the majority of the event is held in an offsite location. N. Rankine stated that the contract will address these issues and they will be resolved early in the year. The committee discussed.
- d.) Parking Lot – N. Rankine explained that parking lot near the Post Office will cost \$30,000 to resurface. She is suggesting to wait a year to redo the entire lot and take the \$30,000 out of this year's budget and move it to next years to pay for the lot to be redone.

Motion by G. Gilbert, supported by P. Rose to reevaluate the parking lot project until the 2013 budget year.

- e.) Geocaching – N. Rankine explained geocaching to the committee and also noted that there is a volunteer from the city who would like to start a geocaching project in the downtown. She stated that there are tokens that you can buy to give out that would cost around \$100. N. Rankine stated that she will spend the \$100 for the tokens out of the marketing budget.
- f.) Tax fairness of internet sales –

Motion by M. Peterson, supported by G. Gilbert to have N. Rankine speak to Bill Look and form a letter from the DDA to Mayor and City Council then to the necessary boards regarding this internet sales tax.

OFFICIALS

William R. Griggs
CITY CLERK

Andrew Swiecki
TREASURER

Colleen A. Keehn
CITY ASSESSOR



MAYOR
Joseph Peterson

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

NATALIE RANKINE, RA
DOWNTOWN DEVELOPMENT AUTHORITY

g.) Chairperson Update – P. Slack stated that all committee members should check their emails regularly and do a better job communicating with N. Rankine in regards to attending meetings. The committee discussed.

11.) NEXT REGULAR MEETING – June 12th 2012

12.) ADJOURNMENT –

Motion by M. Peterson, supported by P. Rose to adjourn at 6:48 pm. All in favor, motion carried.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Heather A. Thiede".

Heather A. Thiede, Recording Secretary

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NATALIE RANKINE, RA
DOWNTOWN DEVELOPMENT AUTHORITY

AD HOC MARINA COMMITTEE
Wednesday, May 15th, 2012 at 7:00 pm
Engineering Conference Room
3131 Biddle Avenue, Wyandotte 48192

1) CALL TO ORDER

2) ATTENDEES: Natalie Rankine, Leonard Sabuda, Dale Brennan, Jim Knopp, Lynn Steffensky, Wally Merritt, Margaret Loya, Lori Sheils, Ken Prygoski, Justin Lanagan, Dan Galeski & Matt Wallace

3) MEETING

- a. L. Sabuda opened the meeting by stating that Mayor and Council will be able to make an informed decision regarding the feasibility of a transient marina with the information gleaned from this report.
- b. L. Sabuda asked where the funding for the transient marina would come from. W. Merritt stated that the funding would come from grants and TIFF or DDA Funding. N. Rankine was unsure of the extent to which the DDA would be able to fund a marina and stated that the extent of DDA funding may be limited to providing wayfinding and amenities within in the DDA District to support this project. N. Rankine stated that she will inquire about the extent of funding (if any) at her next DDA meeting.
- c. W. Merritt stated that he met with Pete Bodigard at Marine City Marina regarding facility operations. He indicated that their marina opens the week prior to Memorial Day and closes at the end of September. Hours of operation are from 8:00 am to 10:00 pm. W. Merritt gave a copy of his written notes regarding his research to N. Rankine to incorporate into the report.
- d. W. Merritt stated that in his discussions with other marinas that it was noted that the plan appears to be "opposite" what a properly designed dock should be. N. Rankine indicated that the plan was preliminary and conceptual in nature and that he should discuss the proposed design with the city engineer. W. Merritt stated that he and L. Sabuda would meet with M. Kowalewski regarding his findings.
- e. D. Brennan stated that in addition the marina would have to be open earlier to accommodate fishing season (possibly April). This would be dependent upon the weather.
- f. D. Brennan explained that the Huron Clinton Metroparks are a true transient marina in that they only allow dockage for a maximum of 48 hours. He also stated that the marinas were once first-come-first-served, but that in recent years they have begun accepting reservations. The two facilities that he investigated are William Millikan at \$32 per night and Metro Beach at \$19 per night.

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DOWNTOWN DEVELOPMENT AUTHORITY

- g. J. Knopp investigated the proposed costs to staff the marina. He estimated dates of operation from April 1st to September 29th. Hours of operation 8:00 am to 10:00 pm. In his investigation of other facilities, he estimated that if the city ran the marina, we would have to hire one dock master and one boat handler (possibly more) to be on site at all times that the marina is in operation. During holidays and special events additional boat handlers would be on duty. J. Knopp gave a breakdown of the costs associated with this for N. Rankine to add to the report.
- h. N. Rankine investigated the costs and methods associated with marketing the marina. She gave preliminary cost estimates of \$25,000 to \$30,000 for marketing of the marina facility per year, if the marketing were to be performed by an outside source or if the marketing were to be performed separately from the other city's marketing efforts. These
- i. J. Knopp suggested that the last meeting be moved to an evening meeting to accommodate the public. N. Rankine stated that she will revise the posting with the City Clerk's office and the public notices on the web, cable and the electronic signage.
- j. N. Rankine stated that she will begin to compile information received from the members of the committee.

4) UPCOMING MEETING SCHEDULE & COMPLETION DATE

- a. J. Knopp suggested that the last meeting be moved to an evening meeting to accommodate the public. N. Rankine stated that she will revise the posting with the City Clerk's office and the public notices on the web, cable and the electronic signage. The future meeting schedule is as follows:

May 30th at 8:30 am at City Hall, 3131 Biddle Avenue, Engineering Conference Room
 June 12th at 7:00 pm at City Hall, 3131 Biddle Avenue, Engineering Conference Room
 June 27th at 7:00 pm at The Yack Arena, 3131 Third Street, Harold Popp Room

The plans would be finalized on or around June 27th and presented to Mayor and Council on Monday, July 14th, due to Council's scheduling as a result of the Independence Holiday and Wyandotte Street Art Fair. All members of the Marina meeting are asked to be present at the Council Meeting on Monday, July 14th at 7:00 pm.

5) NEXT REGULAR MEETING: May 30th at 8:30 am at City Hall, 3131 Biddle Avenue, Engineering Conference Room

6) ADJOURNMENT

City of Wyandotte

Police Commission Meeting

Agenda – Meeting Date: June 12, 2012, 6:00 p.m., Fire Meeting followed by
Police Meeting

Location: 2015 Biddle Ave., Wyandotte, MI 48192, 2nd Floor, Police Training Room
Tel.: (734) 324-4405

Call to Order

Roll Call

Approval of Minutes:

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

1. **Thank You Letter** – May 29, 2012 Thank you letter from Rand O’Leary, Henry Ford Wyandotte Hospital, commending Sgt. Seelcy and Officers Hunter, Geiger and Conz for their assistance during a recent volatile situation in the hospital’s emergency department.

DEPARTMENTAL

1. **Police Statistics** – May 2012, Year to Date
2. **Purchase of Tasers**
3. **Purchase of Glock Pistols**
4. **2012 / 2013 Budget**
5. **Educational Requirements** – Lieutenant Position
6. **Inspector Position** - Contract
7. **Bills and Accounts** - \$14,804.66 June 12, 2012

NEW

Members of the Audience

Motion for Adjournment