

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, SEPTEMBER 10th, 2012 , 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE LEONARD SABUDA

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

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Marjorie Griggs regarding the purchase of adjacent property.
2. Communication from Linda Hill relative to the condition of the apartments located at 2700 Sixth Street.

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

3. Communication from the Chief of Police regarding Senate Bill 466 as it pertains to the "Silver Alert Initiatives in the states" regarding Alzheimer's disease.

4. Communication from the Downtown Development Authority Director regarding the replacement of trees on the site of 3200 Biddle Avenue.

5. Communication from the Wyandotte Municipal Service , Water Department Superintendent regarding the Water Department Pole Garage Bid award.

6. Communication from the City Engineer regarding the demolition of the garage at 2098-20th.

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

8. Communication from the City Engineer submitting an acceptance of a Bid for File # 4595-2012 Concrete Street and Alley Repair and Reconstruction Program.

9. Communication from the City Engineer regarding a Show Cause Hearing for the dangerous and unsafe structure at 2927-2929 Biddle Avenue.

10. Communication from the City Engineer relative to parking requirements in the Central Business District.

11. Communication from the City Engineer submitting an acceptance of Bid File # 4590-New furniture for City Offices at 3200 Biddle avenue.

12. Communication from the City Engineer regarding the demolition of 644 Orange Street.

13. Communication from the City Engineer submitting an acceptance of a Bid File #4576 For the 2012 Generator Maintenance.

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

15. Communication from the City Engineer relative to the purchase of homes and the State of Michigan Land Bank Fast Track Authority.

16. Communication from the Department of Legal Affairs regarding the update to the Retirement Ordinance for the Department of Municipal Service.

17. Communication from the Department of Legal Affairs relative to Uniform Ordinance for Animals.

18. Communication from the Deputy Treasurer/Assistant Finance Director regarding the 2013 Fiscal Year City Operating Budget.

CITIZENS PARTICIPATION:

HEARINGS:

CITY OF WYANDOTTE
2013 FISCAL YEAR CITY
OPERATING BUDGET

FIRST READING OF AN ORDINANCES:

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND SECTIONS 2-216
"MUNICIPAL SERVICE MEMBER RETIREMENT ALLOWANCE"
AND 2-207 "MEMBERSHIP" OF THE CODE OF ORDINANCES OF
THE CITY OF WYANDOTTE"

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND
CHAPTER 4 OF THE CODE OF ORDINANCES
OF THE CITY OF WYANDOTTE

AN ORDINANCE ENTITLED
CITY OF WYANDOTTE
2013 FISCAL YEAR BUDGET ORDINANCE

AUTOMATIC REFERRALS:

1. Communication from Ray Allain regarding honoring Our Lady of Fatima's 95th Anniversary of Apparitions Rosary Rally to take place in Bishop Park on Saturday, October 13, 2012. Also seeking permission to hang a banner on the cyclone fence located on the overpass on Eureka Road-West of Roosevelt High School from Friday, October 5 to Monday, October 15, 2012. PERMISSION GRANTED. Copies to DPS, Police, Fire, Engineering

2. Communication from Deborah Bloomfield, Life-Chain Chairman, Life Chain of Downriver regarding their Respect for Life Sunday observance to take place on Sunday, October 7, 2012. PERMISSION GRANTED: Copies to Police and Fire.

REPORTS AND MINUTES:

Municipal Service Commission	August 21, 2012
Wyandotte Cultural & Historical Commission	August 9, 2012

To Honorable Mayor
and City Council

September 5, 2012

My name is Marjorie Griggs and I live at 2442-9th.
My property is adjacent to the lot known as 24509.
I am interested in buying one-half of the lot.

When the house was demolished, the company
that did the work added soil and left the lot
high on one side causing a muddy run off
all the way to the street when it rains.

Heavy equipment is necessary to improve the
lot, add good topsoil and seed for grass or
sod. The cost for improvement is as
much as the cost of the lot. Then there is
the cost of the fence.

My neighbor two doors down is also next to an
empty lot. I believe it is 40x107. He is buying
his for \$ 100.00 from the State of Michigan,
who owns the property.

My cost for 20 x 107 is \$ 2,000.00.

It is time for Mayor and council to address the
rise of these lots that you want the residents
to buy. It is time for you to step up and
deal with it. You have to consider how much
it could cost to improve the land and fencing
the property.

Lowering the price of all these lots substantially would encourage more residents to purchase and improve them. They are an eyesore to the community. The company who does the grass cutting does a very shoddy job. They do not cut the grass/weeds that grow in the alley. They ^(grass cutter) told me its the owners responsibility to cut the grass in the alley. Gee whiz, I wonder who that is? So I cut the grass in the alley next door myself.

First, I am asking you to lower my price, at least \$950.00 to offset the cost of lot improvement.

Secondly, I'm asking Mayor and council to reconsider the price of these lots, lower them so many more residents can have the opportunity to buy and improve our City.

Sincerely

Marjorie A. Briggs

2442 9th

Wyandotte

285-1463

Sept 6, 2012

2.

Dear Mayor & City Council members:

I like to address the Mayor and members of the Wyandotte City Council on a matter of the address of 2700 Sixth St. Apts. called H+D. On Saturday Sept. 1, 2012, all tenants that live in the building received a packet in the mail from a Attorney Office of Seymour Kahn located at 2000 Town Center in Southfield, MI. The letter states that H+D Investments, Inc. are in default of there loans for the property at 2700 Sixth St. The letter states we are not to pay our Sept rent checks to H+D that Fifth Third Bank has directed us to pay a management Co. name Amicus Management Inc. in Grand Rapids. I had an attorney look over the paperwork and he stated that it is legal. I have enclosed a copy of the paperwork so you can review it to see how its worked.

Now I will go on to state that several tenants here are very up-set on how issues that are needing to be addressed. First if our owner is in default where is the money going from rent that is collected here. I understand that last fall we had inspections here our apt and building was never done. The only building here was the A-section. The parking lot is full of holes windows leak water into the apts. Hallway carpets never been cleaned in the 2 1/2 years I have been here. Very dirty and the odor gets to be something at times. I could go on it would be all night with the list. I feel the city is not doing anything to make sure codes are to date here. The management here is addressed about the matters nothing gets done. Just angry words back to us here.

The new consider here that came about a few wks ago are apts. thur out with cases of bed bugs. They have gone to management of course they won't

Take any steps to get the right treatment in here. We do have a few older persons here that need outside care to attend to them here. A social worker for one tenant that comes ~~here~~ here knows about the bed bug problem. She was letting the state know about the matter. For nurses that attend here they need to gown-up to enter the apt. just to protect themselves. At this time as far as I know, one case in Building D, B & A. With hard times going on for people, alot of them just can't leave without money being put aside to do a sudden move.

On Tues. Sept. 4, 2012 I called the City Hall spoke to a Greg Mayhew about this Building. So I did contact someone in the city on this matter. I know the City can't control how its managed, but we need to make sure about proper inspections are done here when they are due.

Thank you for your time:
 Sincerely
 Linda Hill
 2700 51st St Apt 302B



SEYBURN KAHN
ATTORNEYS & COUNSELORS

2000 TOWN CENTER, SUITE 1500, SOUTHFIELD, MICHIGAN 48075-1195

TELEPHONE (248) 353-7620
FACSIMILE (248) 353-3727

ICE H. SEYBURN
ICE S. KAHN
JERRY R. BESS
I. H. SERLIN
RICK S. COHN
VIN M. STILLMAN
ISRAEL N. SANTEUFEMIA
MIRIAM M. NIRENBERG, LL.M.
ROLD R. OSEFF
MIRIAM M. ROSENBAUM

TOVA SHABAN
RICHARD E. BAKER
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JULIE C. CANNER
JOSEPH W. LASH
SCOTT A. SMALL

MICHAEL D. MEZEY
BRADLEY F. SCOBEL
KIMBERLY M. OSLER
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L. DAMON WHITMORE
DAVID T. LIN
GREGORY M. KRALUSE
SCOTT G. WALLACE
JONATHAN H. SCHWARTZ
RODNEY C. PLOUCHA

OF COUNSEL
GORDON S. GOLD
DAVID J. LIEBERMAN
ELIZABETH BURNS POWERS
CAROLYN SCHWARZ TISDALE

* ALSO MEMBER OF CALIFORNIA BAR
* ALSO MEMBER OF NORTH CAROLINA BAR
* ALSO MEMBER OF MINNESOTA BAR
* ALSO MEMBER OF DISTRICT OF COLUMBIA BAR
* ALSO MEMBER OF ILLINOIS BAR
* ALSO MEMBER OF OHIO BAR
* ALSO MEMBER OF FLORIDA BAR
* ALSO MEMBER OF NEW YORK BAR
* ALSO MEMBER OF CONNECTICUT BAR

August 31, 2012

Michael Hill and/or other tenant(s) at
2700 Sixth Street, Apt. 202-b
Wyandotte, Michigan 48192

ATTENTION: If you are a Section 8 recipient please forward this notice to your Section 8 representative in order to comply with this request.

**Re: Your Landlord: G & D Investment Properties LLC
Your Lease At: 2700 Sixth Street, Wyandotte, Michigan**

Dear Tenant:

Due to defaults in a Mortgage that your landlord G & D Investment Properties LLC granted to Fifth Third Bank, you are now required to pay your rent to Fifth Third. Amicus Management, Inc. has been engaged by Fifth Third to collect your future rent payments. **Effective immediately, make your check or money order payable to Amicus Management, Inc., and mail your payment to:**

Amicus Management, Inc.
555 Cascade West Parkway, Suite 100
Grand Rapids, MI 49546

Do not pay rent to anyone besides as directed in this letter. As required by law, enclosed is a copy of the Notice of Default, Mortgage and Assignment of Leases and Rents.

Please contact Marc Berry at (616) 301-8252 or (616) 954-2000, if you have any questions. Please forward your rent payments in accordance with the above instructions.

Very truly yours,
SEYBURN KAHN

David T. Lin

Enclosures: Notice of Default
Mortgage
Assignment of Leases and Rents

cc: (w/o encls.): Liz Bray (via email)
Dan Yeomans (via email)
G & D Investment Properties LLC (via regular mail)

2012 AUG 30 PM 3:59

Bernard J. Youngblood
Wayne County Register of Deeds

August 30, 2012 03:59 PM

Inst:2012340971 NOT Pages:3

Liber:50075 Page:1127



NOTICE OF DEFAULT

Notice is hereby given pursuant to Section 554.231 of the Michigan Compiled Laws that there has been a Default in the terms and conditions of a Mortgage ("Mortgage") that was given to Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation ("Fifth Third Bank"), by G & D INVESTMENT PROPERTIES LLC, a Michigan limited liability company. Said Mortgage was dated August 2, 2007, and recorded on August 15, 2007, in Liber 46580, Page 809, in the records of the Wayne County Register of Deeds, on the "Mortgaged Property" described below:

Land located in Wayne County, City of Wyandotte, Michigan, described as follows:

See Exhibit A

Accordingly, the Assignment of Leases and Rents dated August 2, 2007 ("Assignment"), recorded on August 15, 2007, in Liber 46580, Page 822, with the Wayne County Register of Deeds is now operative in favor of Fifth Third Bank, and it is immediately binding upon the tenants and occupants of the Mortgaged Property upon service of this Notice and copies of the Assignment and Mortgage.

This Notice of Default is being recorded and served on the tenants of the Mortgaged Property pursuant to MCL 554.231.

Dated: August 30, 2012

FIFTH THIRD BANK,
an Ohio banking corporation,
successor by merger with Fifth Third Bank,
a Michigan banking corporation

By its attorneys:

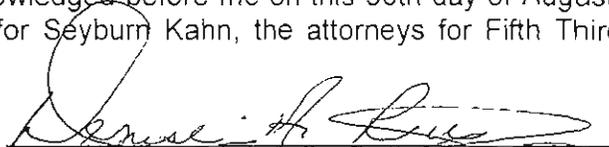
Seyburn Kahn,
a Michigan professional corporation

By: David T. Lin (P70764)
Its: Authorized Agent

ACKNOWLEDGEMENT

State of Michigan
County of Oakland

The foregoing instrument was acknowledged before me on this 30th day of August, 2012, by David T. Lin, Authorized Agent for Seyburn Kahn, the attorneys for Fifth Third Bank, on its behalf.


_____, Notary Public 

DENISE A. RUFF
Notary Public, Oakland County, MI

My Commission Expires: 3/13/14

ACTING IN OAKLAND COUNTY

Drafted by and when recorded return to:

David T. Lin, Esq.
Seyburn Kahn
2000 Town Center, Suite 1500
Southfield, Michigan 48075

EXHIBIT A

Real property located in the City of Wyandotte and State of Michigan, to wit:

PARCEL 1

All that part of the South 140 feet of Block 169 of Eureka Iron & Steel Works Subdivision of the East ½ of Section 29, Town 3 South, Range 11 East, as recorded in Liber 16 of plats, Page 14, Wayne County Records, described as follows: Beginning at the Northeast corner of the South 40 feet of said Block 169, also being the Southwest corner of the intersection of 6th Street, 80 feet wide, and Superior Avenue, 60 feet wide; thence due West 309.96 feet along with South line of Superior Avenue to the East line of the Detroit Toledo and Ironton Railroad Company right of way; Thence along said East right of way line South 3 degrees 15 minutes 30 seconds East 14.18 feet to the center line of existing railroad track; thence on said center line on a curve convex to the left, having an arc 108.77 feet, (chord bearing South 37 degrees 40 minutes 0 seconds East, chord distance 108.45 feet, central angle 15 degrees 30 minutes 20 seconds); thence due East 62.88 feet; thence South 85 degrees 30 minutes 30 seconds East 154.95 feet to the Westerly line of 6th Street, 80 feet wide; thence along said Westerly street line North 12 degrees 49 minutes 0 seconds East 115.00 feet to the point of beginning.

Tax Parcel ID No: **57-015-09-0001-002 (Parcel 1)**
Commonly known as: **2700 Sixth Street, Wyandotte, Michigan**

PARCEL 2

That part of the South 140 feet of Block 169 more particularly described as: Beginning at the Southeast corner of said Block: thence North 12 degrees 49 minutes 00 seconds East to a point on the Westerly line of Sixth Street, 80 feet wide, said point being Southerly 115 feet from the intersection of the Southerly line of Superior Boulevard, 60 feet wide, and said Westerly line of Sixth Street; thence north 85 degrees 30 minutes 30 seconds West 154.95 feet to a point; thence due West 62.88 feet to a point on the center line of the existing railroad track; thence along said center line on a curve convex to the right having an arc of 108.77 feet, a chord bearing North 37 degrees 40 minutes 00 seconds West, chord distance 108.45 feet and a central angle of 15 degrees 30 minutes 20 seconds to a point on the Easterly line of the D.T.&I. Railroad right of way, said point being Westerly 14.18 feet from the intersection of said right of way line and the Southerly line of Superior Boulevard; thence South 03 degrees 15 minutes 30 seconds East to a point on the Southerly line of said Lot 169; thence due East along said Southerly line to the point of beginning, Wyandotte Land Co. Subdivision No. 1 of part of Block 169 Eureka Iron & Steel Works Subdivision of part of the East ½ of Section 29, Town 3 South, Range 11 East, as recorded in Liber 40, Page 36 of plats, Wayne County Records. Also that part of Block 170 more particularly described as: Beginning at the Northeast corner of said Block; thence Westerly along the Northerly line of said Block 276.29 feet to the Easterly line of the D.T.&I. Railroad right of way; thence Southerly along said Easterly right of way line 94.0 feet; thence Easterly parallel to the Southerly line of said Block 102.5 feet; thence Southerly at right angles 1.0 feet; thence Easterly parallel to the Southerly line of said Block 153.36 feet to the Easterly line of said Block; thence Northeasterly along said Easterly line to the point of beginning, Eureka Iron and Steel Works Subdivision on East ½ of Section 29, Town 3 South, Range 11 East, in the City of Wyandotte, Wayne County, Michigan recorded in Liber 16, page 14 of plats, Wayne County Records.

Tax Parcel ID No: **57-015-09-0001-001 (Parcel 2)**
Commonly known as: **2700 Sixth Street, Wyandotte, Michigan**

Bernard J. Youngblood
Wayne County Register of Deeds
August 15, 2007 02:14 PM
Liber 46580 Page 822-828
*207331448 REC FEE 333.00

32-105869 ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made this 14 day of August, 2007, by G & D INVESTMENT PROPERTIES LLC, a Michigan limited liability company, whose address is 23710 Calm Meadow, Grosse Isle, Michigan 48138 ("Owner"), to FIFTH THIRD BANK, a Michigan banking corporation, whose address is 1000 Town Center, Suite 1500, Southfield, Michigan 48075 ("Bank").

RECITALS:

A. Owner holds title to the following described real estate. (the "Mortgaged Property"):

Land in the City of Wyandotte, County of Wayne, Michigan, described as:

Tax Parcel I.D. No.. 57-015-09-0001-002 (as to Parcel 1)
57-015-09-0001-002 (as to Parcel 2)

More particularly described in the attached "DESCRIPTION OF REAL ESTATE"

B. The Mortgaged Property has been demised by the Owner under a certain lease(s), as may be more particularly set forth in Exhibit "A".

C. The Bank is, or is about to become, the holder of a mortgage executed by Owner covering the Mortgaged Property, which mortgage secures a Promissory Note in the principal sum of ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00) and any and all Rate Management Obligations (as defined below) and all amendments, modifications, renewals, and extensions thereof (which promissory note, construction loan agreement and Rate Management Obligations are incorporated herein) and any and all other indebtedness and obligations of any and every kind and nature as are now or as hereafter may be owing or due from Owner to Bank, howsoever created, incurred, evidenced, or arising, whether primary, secondary, direct, indirect, or contingent, together with all interest and charges provided for in the evidence(s) of such indebtedness or other obligations (all of which indebtedness and obligations are hereinafter referred to as the "Indebtedness"). "Rate Management Obligations" means any and all obligations of Owner to Bank or any of its affiliates, including without limitation Fifth Third Bank, an Ohio banking corporation, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement. "Rate Management Transaction" means any transaction (including an agreement with respect thereto) now existing or hereafter entered into between Owner and Bank or any of its affiliates, including without limitation Fifth Third Bank, an Ohio banking corporation, which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any

Property & Tax Information

Municipality 57 - WYANDOTTE	Parcel ID 57015090001002	Property Type REAL
Property Address 2700 6TH, WYANDOTTE MI 48192		
Taxpayer(s) G & D INVESTMENT PROPERTIES LLC		

Tax Year	Tax	Interest & Fees	Amt. Due	Status
2010	\$23,721.57	\$7,789.45	\$31,511.02	<input type="checkbox"/> SUBJECT TO FORECLOSURE
2011	\$62,745.57	\$6,902.01	\$69,647.58	<input type="checkbox"/> DELINQUENT
TOTALS	\$86,467.14	\$14,691.46	\$101,158.60	
TOTAL TAX AMOUNT DUE			\$101,158.60	

if paid on or before 9/30/2012

ADDITIONAL TAXES OR ADJUSTMENTS MAY BE DUE FOR THE CURRENT YEAR.

PROPERTY TAX INFORMATION IS VALID AS OF BUSINESS DAY 9/5/2012.

PER OUR RECORDS THERE ARE NO OTHER OUTSTANDING DELINQUENT TAXES FOR THIS PARCEL. CERTIFIED FUNDS REQUIRED FOR FORFEITURE YEARS.

<< Go Back	<< New Search
Definitions	Pay Now!

OR CLICK BELOW

[Create/View Payment Schedule and Make Partial Payment](#)

Tax account ID : 7877
SIDWELL NUMBER : 015-09-0001-002
Alternate ID : 010101509000100200
Address : 2700 6TH
Owner name : G & D INVESTMENT

Type options and/or change tax year, press Enter.

5=View detail

Tax year 12

Opt	Date	R	P	Ent.	Trans	description	Amount	Base	Balance
_	080112	AD	1		Bill		45728.06	45728.06	45728.06

									Bottom
Base:	Billed	45728.06	Pd/adj	.00	Due	45728.06	Tot due	45728.06	45728.06
Other:		.00		.00		.00	Unappl	.00	.00
F3=Exit	F8=Print history	F10=View 1	Account bal	F12=Cancel					

From:

09/06/2012 09:44

#072 P.002/005

MAYOR
Joseph R. Peterson

CITY CLERK
William R. Griggs

TREASURER
Andrew A. Swiecki

CITY ASSESSOR
Colleen A. Keehn



3

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

TO: Honorable Mayor and City Council

DATE: September 5, 2012

FROM: Daniel J. Grant, Chief of Police

SUBJECT: CITY COUNCIL RESOLUTION REGARDING SENATE BILL 466

CC: Todd Drysdale, City Administrator

Regarding the City Council resolution dated August 21, 2012 relative to Michigan Senate Bill No. 466 which was referred to the Chief of Police and Department of Recreation, in my opinion the procedures indicated in the bill (see attached) have been standard operating procedure for the Wyandotte Police Department. When we get information regarding a missing senior or vulnerable adult as described in the Bill, we take a formal report containing the required information as noted in Sec. 3, subsections (a) through (c). Once the report is taken, we enter the missing person in the LEIN/NCIC system, broadcast information to area agencies, and if the missing person is not located within a reasonable period of time, we notify the media. Thankfully, in the past, we have been fortunate to promptly locate those persons who have been reported missing.

Since the resolution was also directed to the Recreation Department, I spoke with Director Jim Knopp and he indicated that his department would certainly be of assistance if needed in such situations.

If any further information is needed regarding this Senate Bill, please do not hesitate to call upon me.

Respectfully,

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keeln
CITY ASSESSOR



COUNCIL

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

August 21, 2012

JOSEPH R. PETERSON
MAYOR

RESOLUTION

Councilwoman Sheri M. Sutherby-Fricke
3131 Biddle Avenue
Wyandotte, Michigan 48192

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

RESOLVED by the City Council that the communication from Councilwoman Sheri M. Sutherby-Fricke relative to Senate Bill 466 dealing with "Silver Alert Initiatives in the States" regarding Alzheimer's disease is hereby referred to the Chief of Police and Department of Recreation for a review and report back in three (3) weeks.

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

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on August 20, 2012.

William R. Griggs
William R. Griggs
City Clerk

CC: Chief of Police, Recreation Department

Act No. 176
Public Acts of 2012
Approved by the Governor
June 19, 2012
Filed with the Secretary of State
June 19, 2012
EFFECTIVE DATE: June 19, 2012

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012**

Introduced by Senators Schuitmaker, Jones, Hansen, Emmons, Proos, Kahn and Marleau

ENROLLED SENATE BILL No. 466

AN ACT to prescribe the senior or vulnerable adult medical alert as the official response to reports of certain missing persons; to provide for the broadcast of information regarding those incidents; and to provide for certain civil immunity.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "Mozelle senior or vulnerable adult medical alert act".

Sec. 2. As used in this act:

(a) "Missing senior or vulnerable adult" means a resident of this state who is 1 of the following:

- (i) At least 60 years of age and is believed to be incapable of returning to his or her residence without assistance and is reported missing by a person familiar with that individual.
- (ii) A vulnerable adult, as that term is defined in section 146m of the Michigan penal code, 1931 PA 328, MCL 750.145m, who is reported missing by a person familiar with that individual.
- (iii) A person who is missing and suffering from senility or a physical or mental condition that subjects the person or others to personal and immediate danger.

(b) "Person familiar with the missing senior or vulnerable adult" means a missing senior's or vulnerable adult's guardian, custodian, or guardian ad litem or an individual who provides the missing senior or vulnerable adult with home health aid services, possesses a health care power of attorney for the missing senior or vulnerable adult, has proof that the missing senior or vulnerable adult has a medical condition, or otherwise has information regarding the missing senior or vulnerable adult.

Sec. 3. A law enforcement agency that receives notice of a missing senior or vulnerable adult from a person familiar with the missing senior or vulnerable adult shall prepare a report on the missing senior or vulnerable adult. The report shall include the following:

- (a) Relevant information obtained from the notification concerning the missing senior or vulnerable adult, including the following:
 - (i) A physical description of the missing senior or vulnerable adult.
 - (ii) The date, time, and place that the missing senior or vulnerable adult was last seen.
 - (iii) The missing senior's or vulnerable adult's address.
- (b) Information gathered by a preliminary investigation, if one was made.
- (c) A statement by the law enforcement officer in charge setting forth that officer's assessment of the case based upon the evidence and information received.

Sec. 4. The law enforcement agency shall prepare the report required by section 3 as soon as practicable after the law enforcement agency receives notification of a missing senior or vulnerable adult.

Sec. 5. (1) After obtaining the information identified in section 3, the law enforcement agency shall as soon as practicable forward that information to all of the following:

(a) All law enforcement agencies that have jurisdiction in the location where the missing senior or vulnerable adult resides and all law enforcement agencies that have jurisdiction in the location where the missing senior or vulnerable adult was last seen.

(b) All law enforcement agencies to which the person who made the notification concerning the missing senior or vulnerable adult requests the report be sent, if the law enforcement agency determines that the request is reasonable in light of the information received.

(c) All law enforcement agencies that request a copy of the report.

(d) One or more broadcasters that broadcast in an area where the missing senior or vulnerable adult may be located.

(2) Upon completion of the report required by section 3, a law enforcement agency may forward a copy of the contents of the report to 1 or more newspapers distributed in an area where the missing senior or vulnerable adult may be located.

(3) After forwarding the contents of the report to a broadcaster or newspaper under this section, the law enforcement agency shall request that the broadcaster or newspaper do the following:

(a) Notify the public that there is a missing senior or vulnerable adult medical alert.

(b) Broadcast or publish a description of the missing senior or vulnerable adult and any other relevant information that would assist in locating the missing senior or vulnerable adult.

Sec. 6. A law enforcement agency shall begin an investigation concerning the missing senior or vulnerable adult as soon as possible after receiving notification of a missing senior or vulnerable adult.

Sec. 7. A person familiar with the missing senior or vulnerable adult who notifies a law enforcement agency concerning a missing senior or vulnerable adult shall notify the law enforcement agency when he or she becomes aware that the missing senior or vulnerable adult has been found.

Sec. 8. (1) A broadcaster or newspaper that notifies the public that there is a missing senior or vulnerable adult medical alert and broadcasts or publishes to the public information contained in the report forwarded to the broadcaster or newspaper by a law enforcement agency, including a description of the missing senior or vulnerable adult and any other relevant information that would assist in locating the missing senior or vulnerable adult, is immune from civil liability for an act or omission related to the broadcast or the publication of the newspaper.

(2) The civil immunity described in subsection (1) does not apply to an act or omission that constitutes gross negligence or willful, wanton, or intentional misconduct.

This act is ordered to take immediate effect.

Carol Morey Viventi

Secretary of the Senate

Jay E. Randall

Clerk of the House of Representatives

Approved

.....
Governor

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 10th, 2012

AGENDA ITEM #

4

ITEM: Resolution authorizing Todd Drysdale and Natalie Rankine to submit claim to Dupont for replacement of trees killed by the chemical Imprelis and authorization by Mayor and Council for Mr. Drysdale to sign the claim form on behalf of the City of Wyandotte.

PRESENTER: Natalie Rankine, Downtown Development Authority Director

INDIVIDUALS IN ATTENDANCE: Natalie Rankine, Downtown Development Authority Director & Todd A. Drysdale, City Administrator

BACKGROUND: The Dupont corporation has determined that 34 Honey Locust Trees located on the site of 3200 Biddle Avenue have been contaminated by the chemical Imprelis, manufactured by the Dupont Company. The Dupont Company is offering the attached settlement to replace the trees at this site.

STRATEGIC PLAN/GOALS: This request is in accordance with the City's Strategic Plan.

ACTION REQUESTED: Adopt a resolution that permits Mr. Drysdale to sign the claim on behalf of The City of Wyandotte.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolution and settlement documentation will be forwarded to the Dupont Corporation.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: 09/10/12

RESOLUTION by Councilperson _____

BE IT RESOLVED by the City Council that Council Concurs with the Downtown Development Authority Director in the following resolution.

A Resolution authorizing the Downtown Development Authority Director to submit a claim to replace the trees at 3200 Biddle Avenue and authorizing Mr. Drysdale to sign said claim on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Browning

DeSana

Fricke

Galeski

Sabuda

Stec

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

August 15, 2012

VIA UPS OVERNIGHT

CITY OF WYANDOTTE
ATTN: TODD DRYSDALE
NATALIE A RANKINE
2624 BIDDLE AVE
WYANDOTTE, MI 48192

Re: Claim Number(s): 9000881
Property location: 3200 BIDDLE AVE
WYANDOTTE, MI 48192

E.I. du Pont de Nemours and Company (“DuPont”) has evaluated the claim(s) you filed with the Imprelis® Claims Resolution Process for the above-referenced property. This notice only applies to the property identified above. If you submitted information about other properties, separate notice letters have been or will be issued to you.

If you agree to the terms of the enclosed Claim Resolution Agreement (“Agreement”), DuPont offers to:

- Remove 1 specified tree(s) from your property.
- Pay you \$1,000.00 that you can use to arrange for the replacement of those 1 tree(s).
- Pay you \$150.00 to provide new tree maintenance for your replacement tree(s).
- Pay you \$49,200.00 that you can use to purchase tree care for 33 other tree(s) remaining on your property.
- Give you a limited warranty for damage (if any) to trees caused by Imprelis® arising in the future.
- Pay you an additional \$7,597.50 in compensation.

Detailed information about each of these offers is provided in the enclosed Agreement.

Reason Claim(s) Cannot Be Processed	What You Need To Do
<p>No evidence was provided to demonstrate that the person who signed the Agreement has authority to enter into the Agreement.</p>	<p>Please provide a brief statement identifying the relationship between the person who signed the Agreement and the property owner and provide evidence of the person's authority to sign the Agreement.</p> <p>A. <u>If the property is owned by a corporation, organization or other entity</u>, the following may be considered proper evidence of authority:</p> <ul style="list-style-type: none">• Documents of incorporation, bylaws or other entity documents showing the relationship between the person who signed the Agreement and the entity;• Evidence of signing authority for associated bank accounts;• Board meeting minutes, notes, or memoranda showing the entity has authorized the individual to sign the Agreement; and/or• Business licenses. <p>B. <u>If the property is owned by an individual</u>, the following may be considered proper evidence of authority:</p> <ul style="list-style-type: none">• Power of attorney;• Documents creating trusteeship;• Guardianship documents; and/or• Letters testamentary, probate documents, or other documents creating an executor or administrator relationship. <p>When returning the evidence of authority, <u>please also attach this cover letter.</u></p>

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

5

MEETING DATE: September 10, 2012

AGENDA ITEM #

ITEM: Water Department Pole Garage Bid Award

PRESENTER: Bill Weirich, Wyandotte Municipal Service, Water Department Superintendent

INDIVIDUALS IN ATTENDANCE: Melanie L. McCoy, Wyandotte Municipal Services

BACKGROUND: Since relocating to the new building at 1771 6th St, additional space is needed for indoor storage of the Water Department equipment. A new garage was designed and public bid to provide the necessary indoor storage. The 40x40 pole barn had 4 qualified bids. The successful low bid was Chas Construction at \$50,100.00

STRATEGIC PLAN/GOALS: To provide services in an efficient, reliable, economically and environmentally responsible manner.

ACTION REQUESTED: Adopt the resolution authorizing the award of the Water Department Garage to Chas Construction.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: To be paid from 2012 Capital Budget.

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to Chas Construction.

COMMISSION RECOMMENDATION: Resolution approving is attached

CITY ADMINISTRATOR'S RECOMMENDATION: Concur (TD) *JDuydaal*

LEGAL COUNSEL'S RECOMMENDATION: Standard contract developed by DMS attorney (John Coyle) was used.

MAYOR'S RECOMMENDATION: Concur

MODEL RESOLUTION: BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte Municipal Service Commission in the following resolution.

A Resolution approving the award of the proposed 40 x40 Pole Barn Garage bid to Chas Construction in the amount of \$50,100.

I move the adoption of the foregoing resolution.
MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Browning

DeSana

Fricke

Galeski

Sabuda

Stec

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



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

MEMO

To: Melanie McCoy

From: Bill Weirich

Re: Equipment Storage Pole Building at 1771 6th St

Since moving into the new building at 1771 6th St we need more space for parking our equipment indoors. When the move was made we actually downsized from the current garage, which was large enough to house all the equipment inside, to our current location. The new building can house four (4) vehicles and a lawn trailer loaded with lawn mowing equipment inside along with office and inventory spaces. Because of the downsize we have to park the remaining five (5) pieces of equipment outside exposed to the elements and could be vandalized.

With winter approaching we would like to have all our equipment stored indoors. Also I have noticed lately that there is weather corrosion showing on the cement breaker backhoe and the sign board. We need this equipment to be ready when the weather turns cold and we start responding to the cold weather main breaks and having the equipment inside is a plus for reacting to those calls quicker.

We recently sent out for bid a 40' X 40' pole style building with four 12' x 14' garage doors, and two main entry doors to be attached to the current building.

The pole style building was bid, with 4 qualified bids. The low, preferred bid is Chas Construction at \$50,100.00.

The Capital Budgeted amount for this building in the budget is \$50,000.

The other bids were:

Steel Tech---\$55,000

Miciura Builders & Design---\$72,000

MJC Construction Management---\$138,900

RESOLUTION 08-2012-03

A RESOLUTION FOR THE COMMISSION TO ACCEPT THE PROPOSED
40' X 40' GARAGE BID

WHEREAS, Wyandotte Municipal Services has received bids for a 40' x 40' garage at 1771 6th St. due to needing more area to store equipment at the current site and,

WHEREAS, this building will help to protect the equipment from the elements and from being vandalized and,

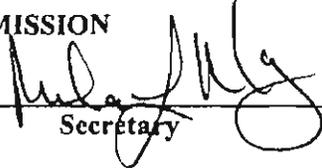
BE IT RESOLVED by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, based on a recommendation made by the Water Department Superintendent to award the bid in the amount of \$50,100.00 to Chas Construction.

ADOPTED this day August 21, 2012

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: 
President

By: 
Secretary



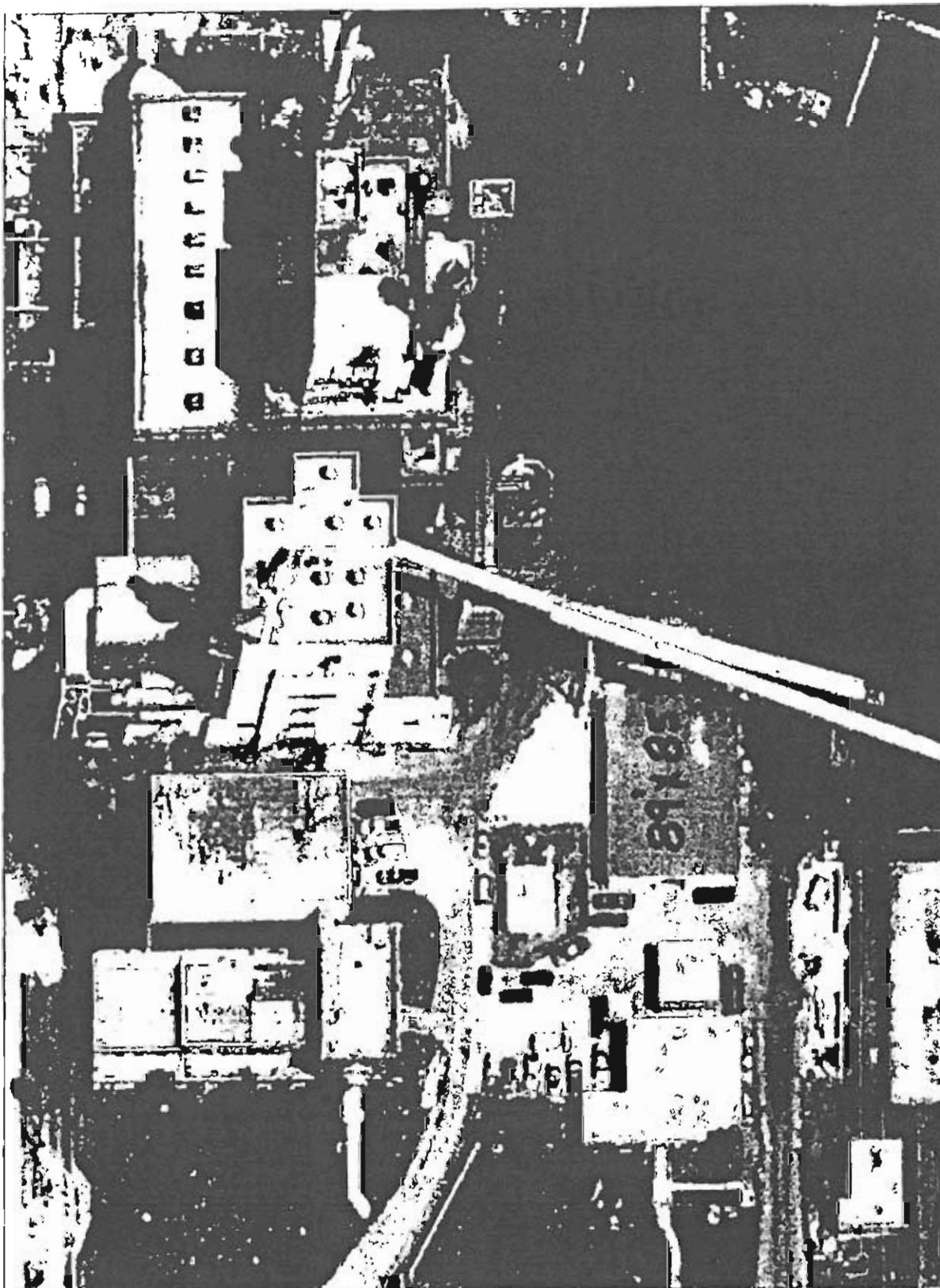
Google earth

feet
meters



New Garage site

WYANDOTTE WATER AERIAL VIEW



OLD GARAGE

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

September 4, 2012

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

RE: Demolition of 2098 20th Street

Dear Mayor Peterson and Council Members:

At the City Council Meeting of May 8, 2012 (see attached), the Engineering Department was directed to begin demolition of the garage at 2098 20th Street. The Engineering Department solicited the following bids:

<u>BIDDER</u>	<u>BID</u>
Pro Excavation, Wyandotte, MI	\$2,600.00
Homrich Inc., Carelton, MI	\$2,890.00
International Construction, Rochester Hills, MI	\$2,960.00
21 st Century Salvage, Ypsilanti, MI	\$4,200.00

At the July 31, 2012 City Council Meeting the owner was granted an extension till August 31, 2012 (see attached). This extension has expired and in addition the owner has contacted the Engineering Department to request that the City demolish the garage.

Therefore, the undersigned recommends the acceptance of the proposal from Pro Excavation, Wyandotte, Michigan in the amount of \$2,600.00. This amount along with the cost of the title search will be applied as a lien on the property.

Very truly yours,

Mark A. Kowalewski
City Engineer
gjm/MK
Enclosures
Cc: All Bidders

Approved by Todd Drysdale, Director of Administrative/Financial Services

AUTHORIZATION FOR DEMOLITION OF GARAGE

THE UNDERSIGNED verify that they are the sole current owner(s) of the property known as 2098 20th Street, Wyandotte, Michigan, which is described as follows: Property located in the City of Wyandotte, County of Wayne and State of Michigan described as:

Lot 573 & North 1/2 of Lot 574 West Park No 2 of Part of Section 30, Town 3 South, Range 11 East as recorded in Liber 51 of Plats, Page 68, Wayne County Records

It is agreed that the garage located at the above described address will be demolished by the City of Wyandotte and/or it's contractor pursuant to the request of the undersigned and said cost shall be reimbursed to the City by the undersigned pursuant to the terms of a promissory note and said note shall be secured by a mortgage on the above described property. The note will require reimbursement of the cost of the demolition and the title search in a minimum payment of \$100 each and every month with the first payment commencing on the first day of the month after said garage shall be demolished with interest accruing at 6% per annum on the unpaid balance.

The undersigned further represent that no one else has any lawful interest in said real property or garage and that the undersigned are authorized to grant permission to the City of Wyandotte or it's contractor to demolish said structure. The undersigned acknowledge that the garage constitutes a dangerous building under the City Code of Ordinances and waives any hearing concerning the condition of said garage.

Donald Kuhn
Owner

Owner

2098 20 TH ST
Address

Address

734-282-2468
Phone Number

Phone Number

Dated: May 11, 2012

Subscribed and sworn to before me
this 11 day of May, 2012 by

Susan L Walker
, Notary Public

Wayne County Michigan
My Commission Expires: 02052014
Acting in Wayne County

PROPOSED RESOLUTION

RESOLVED BY MAYOR AND COUNCIL that the communication from the City Engineer regarding the demolition of the garage at 2098 20th Street is hereby received and placed on file; AND

BE IT FUTHER RESOLVED that Council accepts the proposal from Pro Excavation, Wyandotte , Michigan in the amount of \$2,600.00 from account number 492-200-850-519; AND

BE IT FURTHER RESOLVED that the City Attorney is directed to file a lien against the property at 2098 20th Street, Wyandotte, MI sidewell number 57-016-04-0573-000 in the amount of \$2,675.00 for the demolition of said garage and title search.

OFFICIALS

William R. Griggs
CITY CLERK

CITY TREASURER
Andrew A. Swiecki

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

August 31, 2012

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

Dear Mayor and Council Members:

Attached please find Purchase Agreements for the City to acquire the following properties:

1876 7th Street \$11,900.00 TIFA Area Funds – Two (2) Family Dwelling Front House
Single Family Dwelling Rear House

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

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

Very truly yours,

Mark A. Kowalewski
City Engineer

MAK:kr

Attachment

**CITY OF WYANDOTTE
ENGINEERING DEPARTMENT**

*** ACQUISITION ANALYSIS TOOL**

A. Property Information

Address: 1876 7th Street
 City: Wyandotte Zip: 48192 Parcel ID: 57-006-08-0161-000
 County: Wayne
 Neighborhood:
 TIFA/DDA/HUD: TIFA

B. Property Type, Condition and Characteristics

Property Type: Other Condition: Blighted
 Existing/Prior Use: Residential
 Year Built: Lot Size: 30' x 101'
 Occupancy: Vacant
 Zoning: RA
 Master Plan: Residential
 Comply with existing Building Code:

Other Amenities &/or Concerns:

C. Property Ownership

Ownership Type: REO Listing
 Owner Name: Bank Owned

Occupied or Vacant Vacant Bldg

D. Environmental

Environmental Assessment Required \$0.00
 Estimated Cost \$

E. Cost Analysis Requirements

SEV	Taxable	Market Value	Taxes Paid	Purchase Price	Demolition Cost
\$34,700	\$34,700	\$69,400	\$2,551	\$ 11,900.00	\$ 7,500.00

F. Anticipated End Use

Future Use: Sell to the adjacent property owner at 1882 7th Street for additional side yard Or hold for future development

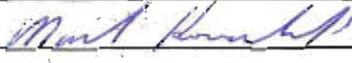
Future SEV	Future Taxable	Future Market Value	Future Taxes	NEZ Future Taxes
\$3,600	\$3,600	\$7,200	\$200	no

Benefit to Neighborhood Removing a non-conforming eyesora from the neighborhood.

G. ACQUISITION

Purchase Agreement:	Amount
	\$ 11,900.00
Demolition Cost	\$ 7,000.00
Environmental	\$
Total	\$ 18,900.00

H. APPROVALS

City Engineer 
 Signature

Mark A. Kowalewski City Engineer

Print Name Title

City Administrator 
 Signature

Todd A. Drysdale City Administrator

Print Name Title

12. FOR VALUABLE CONSIDERATION, Buyer gives Seller until XXXXXXXXXX to accept this offer and agrees that this offer, when signed, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ 1,000.00 with SELLERS TITLE escrowee, evidencing Buyer's good faith, said deposit to be held by escrowee, and to apply as part of the purchase price. If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit to be refunded forthwith. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue his legal or equitable remedies hereunder against Buyer. In the event the Buyer and Seller both claim the earnest money deposit, the earnest money deposit shall remain in escrowee's trust account until a civil action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the deposit or the escrowee commences a civil action to interplead the earnest money deposit with the proper court pursuant to Rule 339.22313(6).
13. SURVEY: No boundary (stake) survey requested; or Contingent upon a boundary (stake) survey paid for by the Buyer or Seller; or Contingent upon a boundary (stake) survey showing all improvements on the property paid for by the Buyer or Seller. A mortgage report, which shows the location of the major structures on the property, is not a boundary (stake) survey and if required by the lender, will be paid for by the Buyer. Both Buyer and Seller acknowledge the REALTORS®/Brokers recommend a stake survey to determine the true and accurate boundaries of the property. Buyer understands and agrees that the REALTORS®/Brokers do not warrant location of the improvements and easements on the property and the boundaries of the property nor assume any responsibility for the representations made by the Seller of the location of the improvements and easements on the property and the boundaries of the property. When closing occurs, Buyer shall be deemed to have accepted the location of the improvements and easements on the property and the boundaries of the property.
14. CONDITIONS OF PREMISES: Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that There are no additional written or oral understandings or representations except as otherwise provided in this Agreement.
 This Agreement is contingent upon a satisfactory inspection of the property, at Buyer's expense, by a licensed contractor and/or inspector of Buyer's choice no later than XXXXX business days after the date of this Agreement. If Buyer is not satisfied with the results of the inspection, upon written notice from Buyer to Seller within this period, this Agreement shall terminate, and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates this Agreement to the time provided, the Buyer shall be deemed to have waived the contingencies and proceed to close this transaction. Any request by Buyer to modify this Agreement based on the results of an inspection(s) shall terminate this Agreement, unless: 1) the request is agreed to by Seller in writing, or 2) the Buyer proceeds to remove the inspection contingency, in writing, within the time for inspections.
 Buyer acknowledges that the REALTOR®/Broker has strongly recommended that Buyer obtain an inspection of the property by a licensed contractor and/or an inspector. Buyer does not desire to obtain an inspection of the property.
15. SELLERS DISCLOSURE:
 Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.
 Seller shall provide Buyer with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993 Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent.
16. LEAD-BASED PAINT DISCLOSURE/INSPECTION: (for residential housing built prior to 1978.) Buyer acknowledges that prior to signing this Agreement, Buyer has received and reviewed a copy of the *Lead-based Paint Seller's Disclosure Form* completed by the Seller on 08/23/2012, the terms of which are incorporated herein by reference.
 Buyer shall have a XXX day opportunity after date of this Agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.
 Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
17. LAND DIVISION ACT: (for unplatted land only.) Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery:
 (a) The grantor grants to the grantee the right to make 0 (insert "zero" or a specific number, as appropriate) division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.
 (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.
 CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.
18. CLOSING COSTS. Unless otherwise provided in this Agreement, it is agreed that Seller shall pay all state and county transfer taxes and costs required to convey clear title. Unless otherwise provided in this Agreement, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgagee.
19. RELEASE: Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this Agreement and the marketability of title, and Buyer(s) and Seller(s) release the Listing Broker and Selling Broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of or related to this Buy and Sell Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker from any and all claims related to those matters.
20. LIMITATION: Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.
21. MERGER: Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents.



SELLER'S ADDENDUM TO REAL ESTATE
PURCHASE CONTRACT AND RELEASE OF CLAIMS

This Seller's Addendum to Real Estate Purchase Contract and Release of Claims (the "Addendum") dated _____, _____, is attached to, incorporated into and shall be deemed to amend and supplement that certain purchase contract (the "Agreement") by and between JPMorgan Chase Bank, National Association, one of its affiliated companies, or an entity for which it sells properties acquired through foreclosure or a deed-in-lieu of foreclosure ("Seller"), and City Of Wyandotte a Municipal Corporation ("Buyer"), whose current address is _____ dated August 24, 2012, for the purchase of the property commonly known as 1876 7TH ST_WYANDOTTE_MI_48192 (the "Property"). Unless otherwise provided in this Addendum, capitalized terms shall have the meanings ascribed to them in the Agreement.

1. BUYER'S INSPECTIONS. Buyer, at Buyer's sole expense, has made or will make, within five (5) business days of an accepted offer for the purchase of the Property, an independent investigation, to the extent Buyer deems necessary or appropriate, concerning the physical condition (including soil conditions and the existence of hazardous or toxic substances), habitability and value of the Property as well as conformance of the Property to applicable registration requirements, building codes and zoning ordinances, rules and regulations. Buyer also shall determine the use, marketability, feasibility and suitability of the Property for Buyer's intended uses and purposes. Consistent with the foregoing and notwithstanding the terms and provisions of the Agreement: (a) Buyer shall provide Seller at least forty-eight (48) hours' prior written notice of his/her/its election to conduct any such on-site inspections of the Property; and (b) Buyer shall not undertake any invasive testing procedures without Seller's prior written permission. If Buyer refuses or is unable to close the purchase of the Property, for any reason whatsoever, then Buyer, upon Seller's request, shall promptly deliver to Seller, at no cost to Seller, the originals of any and all tests, studies, reports and inspections, including, but without limitation, soil tests, topographical information, structural tests, engineering and economic feasibility studies or other similar preliminary work and thereafter, such tests, studies, reports and inspections shall become the sole property of Seller. BUYER HEREBY INDEMNIFIES AND HOLDS SELLER HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, INJURY, CLAIM OR CAUSE OF ACTION SELLER MAY SUFFER OR INCUR AS A RESULT OF THE PRESENCE ON THE PROPERTY OF BUYER, BUYER'S AGENTS OR INDEPENDENT CONTRACTORS, INCLUDING, WITHOUT LIMITATION, (x) ANY AND ALL ATTORNEYS' FEES INCURRED BY SELLER AS A RESULT OF A CLAIM RELATING TO SUCH MATTERS, OR (y) ANY MECHANICS' OR MATERIALMEN'S LIENS IMPOSED AGAINST ALL OR ANY PORTION OF THE PROPERTY BY A PARTY CLAIMING TO BE PERFORMING OR TO HAVE PERFORMED AN INSPECTION, STUDY, TEST OR AUDIT ON BUYER'S BEHALF DURING THE TERM OF THE AGREEMENT.

2. "AS IS, WHERE IS, WITH ALL FAULTS". Buyer is aware of and acknowledges that Seller acquired the Property by way of foreclosure or acceptance of a deed-in-lieu of foreclosure. Accordingly, Seller does not have any personal knowledge of the condition of the Property, unless otherwise noted in paragraph 21 below. Buyer is further aware of, acknowledges and agrees that Seller is selling and Buyer is purchasing the Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition without recourse, covenant, representation or warranty of any kind or nature, oral or written, express or implied, as to the condition of the Property. It is the right and responsibility of the Buyer to inspect the Property and Buyer must satisfy himself/herself/itself as to the condition of the Property and its intended uses. Additionally:

Buyer's Initials _____ Date _____

Seller's Initials _____ Date _____

(a) BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS. BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS ACQUIRING THE PROPERTY ON AN **AS IS, WHERE IS, WITH ALL FAULTS** BASIS, WITHOUT RECOURSE, COVENANT, REPRESENTATION, OR WARRANTY ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT FOR WARRANTIES OF TITLE CONTAINED IN THE SPECIAL WARRANTY OR EQUIVALENT DEED (the "DEED") DELIVERED AT CLOSING. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER ACQUIRED THE PROPERTY THROUGH FORECLOSURE OR ACCEPTANCE OF A DEED-IN-LIEU OF FORECLOSURE AND, THEREFORE, HAS OWNED THE PROPERTY ONLY SINCE THE DATE OF SUCH TRANSFER AND IS NOT IN A POSITION TO MAKE ANY REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AS TO THE PROPERTY. THE PURCHASE PRICE IS A DISCOUNTED PURCHASE PRICE REPRESENTING THE FACT THAT THE PROPERTY IS BEING PURCHASED BY BUYER ON AN **AS IS, WHERE IS, WITH ALL FAULTS** BASIS. BUYER HEREBY WAIVES AND RELINQUISHES ANY AND ALL RIGHTS AND PRIVILEGES ARISING OUT OF, WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY SELLER, AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.

(b) WITHOUT LIMITING THE GENERAL PROVISIONS OF THE FOREGOING PARAGRAPH, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AS TO (i) MATTERS OF TITLE, EXCEPT AS CONTAINED IN THIS ADDENDUM AND THE DEED TO BE DELIVERED TO BUYER AT CLOSING, (ii) ZONING, (iii) PROPERTY TAXES AND TAX CONSEQUENCES, (iv) PHYSICAL OR ENVIRONMENTAL CONDITIONS, (v) AVAILABILITY OF ACCESS, INGRESS OR EGRESS, (vi) OPERATING HISTORY OR PROJECTIONS, (vii) VALUATION, (viii) GOVERNMENTAL APPROVALS, (ix) GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER RELATING TO OR AFFECTING THE PROPERTY. THIS DISCLAIMER INCLUDES, WITHOUT LIMITATION, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. BUYER FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SELLER IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN OR WILL BE ACCOMPLISHED THROUGH BUYER'S OR SELLER'S EFFORTS WITH REGARD TO THE PLANNING, PLATTING OR ZONING PROCESS OF THE CITY OR COUNTY WHERE THE PROPERTY IS LOCATED, OR ANY OTHER GOVERNMENTAL OR MUNICIPAL AUTHORITIES, BOARDS OR ENTITIES. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE PROPERTY MAY CONTAIN MECHANIC'S OR MATERIALMEN'S LIENS OR OTHER LIENS RESULTING FROM ALLEGED VIOLATIONS OF LOCAL ORDINANCES AND BUYER IS TAKING SUCH PROPERTY SUBJECT TO THOSE LIENS, WHICH MAY OR MAY NOT IMPACT BUYER'S ABILITY TO TRANSFER THE PROPERTY IN THE FUTURE. BUYER FURTHER ACKNOWLEDGES THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE, ENVIRONMENTAL LAW OR REGULATION OR THE STATE, CITY, COUNTY OR ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE PROPERTY.

(c) EFFECTIVE UPON THE CLOSING OF THE SALE OF THE PROPERTY, AND TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND EVERY INDIVIDUAL AND ENTITY

Buyer's Initials _____ Date _____

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Seller's Initials _____ Date _____

AFFILIATED WITH SELLER, INCLUDING SELLER'S PARENT AND AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS, AGENTS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM, FROM ALL DEMANDS, CLAIMS, CAUSES OF ACTION, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES THAT BUYER MAY SUFFER OR INCUR RELATING TO THE PROPERTY, CONDITIONS OF THE PROPERTY, OR ANY OTHER ASPECT OF THE PROPERTY. AS PART OF THE FOREGOING PROVISIONS OF THIS ADDENDUM, BUT NOT AS A LIMITATION THEREON, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS THAT ARE KNOWN OR DISCLOSED, AND BUYER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS THAT BUYER NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON BUYER, BY VIRTUE OF THE PROVISIONS OF FEDERAL, STATE OR LOCAL LAW, RULES OR REGULATIONS.

(d) BUYER SHALL INDEMNIFY AND HOLD SELLER AND EVERY INDIVIDUAL ENTITY AFFILIATED WITH SELLER, INCLUDING SELLER'S PARENT AND AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS, AGENTS AND INDEPENDENT CONTRACTORS, PAST AND PRESENT, AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM, HARMLESS FROM ANY LIABILITY, LOSS, CLAIM, DEMAND, CAUSE OF ACTION, COST, DAMAGE OR EXPENSE (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COSTS) THAT SELLER, SELLER'S PARENT AND AFFILIATES MAY SUSTAIN OR INCUR BY REASON OF OR IN CONNECTION WITH THE PROPERTY AND (i) ARISING FROM ACTS, OCCURENCES OR MATTERS OF WHATEVER KIND OF NATURE THAT TAKE PLACE AFTER THE CLOSING DATE, (ii) RESULTING FROM OR IN ANY WAY CONNECTED WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY, OR (iii) RESULTING FROM OR IN ANY WAY CONNECTED WITH ANY OTHER CONDITIONS OF THE PROPERTY.

(e) IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND PROVISIONS OF THIS SECTION 2 OF THIS ADDENDUM SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN AND SHALL BE INCORPORATED INTO THE DEED TO BE DELIVERED BY SELLER TO BUYER AT CLOSING.

3. INDEMNITY FOR LIEN CLAIMS. IT IS UNDERSTOOD AND AGREED THAT BUYER SHALL INDEMNIFY AND HOLD SELLER AND SELLER'S PARENT, AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, ATTORNEYS, AGENTS, AND INDEPENDENT CONTRACTORS, PAST AND PRESENT, AND THE SUCCESSORS OF EACH AND EVERY ONE OF THEM HARMLESS FROM ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED IN ANY WAY TO ANY MECHANIC'S, MATERIALMEN'S OR OTHER LIENS IMPOSED ON OR AGAINST ALL OR ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) ANY AND ALL CLAIMS ASSERTED BY THE TITLE COMPANY AGAINST SELLER FOR LOSSES OR DAMAGES ALLEGEDLY SUFFERED BY THE TITLE COMPANY IN CONNECTION WITH ANY MECHANIC'S, MATERIALMEN'S OR OTHER LIENS IMPOSED ON OR AGAINST ALL OR ANY PORTION OF THE PROPERTY AND (B) ALL ATTORNEYS' FEES INCURRED BY SELLER AS A RESULT OF A CLAIM RELATING TO SUCH MATTERS. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND PROVISIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

4. TOXIC DRYWALL AND MOLD.

(a) **Toxic Drywall.** Recent media reports indicate that there may be hazards associated with drywall, particularly drywall imported from China, which was installed in homes, primarily during the building material shortages that began in 2004 following the hurricanes in the southeastern United States (although some reports indicate earlier installation). Various reports have stated that some Chinese drywall products, and some domestically produced drywall made with synthetic gypsum, may cause the release of sulfur and other materials that may pose health risks. It is also reported that these fumes may cause air conditioning evaporator coils to corrode and fail as well as causing pipes and wiring to deteriorate. Many of these reports are available on the internet and you are encouraged to review them. Additional

Buyer's Initials _____ Date _____

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Seller's Initials _____ Date _____

important information can be found on the Florida Department of Health's website at www.doh.state.fl.us/Environment/community/indoor-air/drywall.html.

Except as noted below, Seller represents that Seller does not have any knowledge of the presence of Chinese drywall or other toxic drywall at the Property or of any records pertaining to Chinese drywall or other toxic drywall being used at the Property:

N/A

N/A

N/A

N/A

Seller has not taken any steps to verify the existence or non-existence of toxic drywall at the Property. Buyer is advised to undertake any and all efforts that it deems appropriate to satisfy itself that the Property is not impacted by toxic drywall and appropriate for purchase by Buyer. Buyer acknowledges that neither Seller nor its agents have made any representations, oral or written, express or implied, other than as set forth in this Drywall Disclosure and Release, regarding the existence of toxic drywall at the Property.

(b) **Mold.** Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries including, but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold also has been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Buyer accepts full responsibility for all hazards that may result from past or present existence of Mold in or around the Property and Buyer has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property. If Seller obtained any report regarding Mold in or around the Property, Seller shall provide a copy of any such report to Buyer.

(c) BUYER HEREBY AGREES TO ASSUME ALL RISKS AND AGREES THAT SELLER AND ITS AFFILIATED COMPANIES, INCLUDING, WITHOUT LIMITATION, ITS PARENT, SUBSIDIARIES AND AFFILIATES, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES OF EACH SUCH COMPANY, SHALL NOT BEAR ANY RESPONSIBILITY (FINANCIAL OR OTHERWISE) FOR ANY LOSS, DAMAGE, INJURY OR INCONVENIENCE SUSTAINED BY BUYER AS A RESULT OF TOXIC DRYWALL OR MOLD AT THE PROPERTY. BUYER HEREBY RELEASES AND HOLDS SELLER AND SELLER'S PARENT, SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, ATTORNEYS, AGENTS, AND INDEPENDENT CONTRACTORS, PAST AND PRESENT, AND THE SUCCESSORS OF EACH AND EVERY ONE OF THEM, HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, INJURIES, CAUSES OF ACTION, SUITS, AND DEMANDS WHATSOEVER THAT BUYER MAY HAVE, NOW OR IN THE FUTURE, ARISING OUT OF OR RELATED TO THE EXISTENCE OF CHINESE DRYWALL OR OTHER TOXIC DRYWALL OR ANY MOLD AT THE PROPERTY.

Buyer's Initials _____ Seller's Initials _____

Buyer acknowledges that it has read and understood the terms of this Section 4.

Buyer's Initials _____ Date _____

Seller's Initials _____ Date _____

5. SELLER'S OPTION TO TERMINATE AGREEMENT. In addition to any rights set forth in the Agreement, Seller shall have the right, in its sole discretion, to terminate the Agreement if:

(a) Seller is unable, or determines that it is not economically feasible, to give Buyer insurable title to the Property from a reputable title insurance company at regular rates;

(b) unforeseen judgments, liens or assessments result in negative sales proceeds to the Seller;

(c) full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the Closing Date (as defined in the Agreement), or the mortgage insurance company exercises its right to acquire title to the Property;

(d) any party having a right of redemption exercises such right, or informs Seller of such party's intent to exercise such right;

(e) full payment of any property, fire, or hazard insurance claim has not been confirmed prior to the Closing Date;

(f) any third party, including but not limited to, a tenant, condominium association or homeowner's association, exercises rights under a right of first refusal to purchase the Property;

(g) Seller is unable, or determines that it is not economically feasible, to obtain necessary documents, or consent to the sale, from a homeowner's association or cooperative corporation's board;

(h) Seller, in its sole discretion, determines that the sale of the Property to Buyer or any related transactions are in any way associated with illegal activity of any kind;

(i) Buyer is the former mortgagor of the Property whose interest was foreclosed/acquired by a deed-in-lieu of foreclosure, or is related to or affiliated in any way with the former mortgagor, and Buyer has not disclosed this fact to Seller in writing prior to Seller's acceptance of the Agreement;

(j) Buyer is not permitted to purchase the Property by reason of Section 14 below;

(k) a third party with rights related to the sale of the Property does not approve the sale terms;

(l) Seller, in its sole discretion, determines that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation;

(m) Buyer defaults or breaches any term of the Agreement or otherwise fails to perform all the obligations that Buyer is required to perform under the Agreement;

(n) there is a material misrepresentation by Buyer; or

(o) any unforeseen circumstances, whether closing related or otherwise, would prevent Seller from closing.

Buyer's Initials _____ Date _____

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Seller's Initials _____ Date _____

If the Seller elects to terminate this Agreement as a result of any one or more of the items described above, Seller shall return any deposit monies paid by Buyer to Buyer and the parties agree to cooperate in executing any documents necessary to cancel the Agreement and close any pending escrow.

6. PERSONAL PROPERTY. Items of personal property are not included in this sale. Seller does not make any representation or warranty, oral or written, express or implied, as to the condition of personal property, title to personal property or whether any personal property is encumbered by any lien. Any personal property on the Property may be subject to claims by third parties and, therefore, may be removed from the Property prior to or after Buyer takes title to the Property. Buyer agrees that Seller shall not have any liability for any claim or loss Buyer may incur related to personal property. Buyer assumes sole responsibility for any personal property remaining on the Property after the closing of the sale transaction. There will not be any Bill of Sale provided at closing unless the Agreement specifically contemplates the purchase and sale of a manufactured home.

7. QUIT CLAIM OR SPECIAL WARRANTY DEED. Seller shall provide to Buyer at closing a Quitclaim Deed, Special Warranty Deed, or its local equivalent. Seller will not provide a Warranty Deed or General Warranty Deed. Notwithstanding the form of deed utilized, the Buyer acknowledges and agrees the only warranties Seller shall give to Buyer at closing are the following: (a) Seller has not conveyed the Property or any interest therein to any person other than Buyer; and (b) the Property is free from any encumbrances made by Seller or any person claiming under Seller.

8. NEW KEYS AND TRANSFER OF UTILITIES. Buyer acknowledges that the Property may be on a master key system or that third parties may be in possession of a key. Buyer is encouraged to re-key the Property or install new locks. Buyer shall hold Seller, its subsidiaries and affiliates, and the officers, directors, agents and affiliates of each such company harmless from any claims or damages of any nature related to unauthorized access to the Property or theft or damage that occurs after title to the Property is transferred to Buyer. Buyer shall be responsible for transferring of all utilities on the Property immediately after acquiring title to the Property.

9. BUYER'S SALE OF REAL ESTATE. Notwithstanding any provision of the Agreement, in no event shall the purchase and sale of the Property be contingent upon the sale of other real estate owned by Buyer.

10. OCCUPANCY; POSSESSION OF THE PROPERTY. Under no circumstances will Buyer be permitted to enter the Property for the purpose of making repairs or to occupy the Property prior to closing of the purchase transaction. Buyer's breach of this provision shall be cause, at the option of Seller, for termination of the Agreement. The delivery of possession shall be subject to the rights of any tenants or parties in possession.

11. CLOSING OF THE PURCHASE/SALE TRANSACTION; EXTENSION FEE. If the agreed upon date for the closing of the purchase/sale of the Property is extended at the request of Buyer and through no fault of Seller, Buyer shall pay Seller an extension fee of \$100.00 per day for each day of delay. This fee shall be paid upon Seller's agreement to the extension, it shall be non-refundable and it shall not be credit toward the purchase price of the Property.

12. TITLE INSURANCE/ESCROW OR SETTLEMENT SERVICES. Seller shall not require Buyer to purchase title insurance or escrow or settlement services from any particular individual, company or entity in violation of federal or state law.

13. SURVEY. Seller recommends that Buyer obtain a survey of the Property at Buyer's sole cost and expense. If a survey is required to close the transaction, it will be the sole responsibility of Buyer to obtain a survey acceptable to the title company and Buyer's lender, at Buyer's expense.

Buyer's Initials _____ Date _____

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Seller's Initials _____ Date _____

14. ACKNOWLEDGMENT AND CERTIFICATION OF PROSPECTIVE BUYER. The Buyer hereby understands and acknowledges that JPMorgan Chase & Co. has a policy that prohibits employees of JPMorgan Chase & Co. and its direct and indirect subsidiaries (collectively, the "Firm"), including those associates on assignment through a provider of temporary employment (collectively, an "Employee"), from purchasing any property owned by the Firm or by a third party where the loan was serviced by one of the Firm's subsidiaries as a result of a foreclosure proceeding or the acceptance of a deed-in-lieu of foreclosure. In addition, employees of the Firm's Mortgage Banking group are further prohibited from purchasing (a) a home in a short sale transaction where the Firm owns or services the loan, or (b) a home at a foreclosure sale where the loan is owned or serviced by the Firm. This policy covering the Firm's Mortgage Banking employees also extends to JPMorgan Chase Bank, N.A.'s REO Vendors and the employees and contractors of any REO Vendor (collectively, a "Vendor").

As a precondition to the purchase of the Property, the Buyer, by his/her/their/its signature(s) below, hereby certifies that he/she/they/it is/are not an Employee of the Firm (including an employee of its Mortgage Banking group) or affiliated with a Vendor as defined above, and is/are therefore not prohibited from purchasing the Property for this reason.

Buyer Signature: _____

Buyer Signature: _____

15. SEVERABILITY. If any provision of this Addendum is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired thereby. Buyer agrees that to the extent any release, hold harmless, waiver or indemnity provision in the Agreement or this Addendum is deemed overbroad under applicable law, such provision shall be narrowed or limited in a manner that provides Seller with the maximum protection available under applicable law.

16. CONFLICT. If any provision of this Addendum conflicts with any provision of the Agreement, including any attachments thereto, the terms of this Addendum shall prevail, unless otherwise provided by applicable law.

17. MODIFICATION. No provision of this Addendum shall be revised or modified except by an instrument in writing signed by Buyer and Seller.

18. COUNTERPARTS. This Addendum may be executed in any number of counterparts. Each counterpart shall be deemed an original and, together, all such counterparts shall constitute one and the same instrument. Signatures on this Agreement, including any electronic signature that complies with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001 et seq.) and is transmitted by facsimile, e-mail or other electronic imaging means shall have the same force and effect as an original signature.

19. COMPLIANCE WITH LAW. Buyer, upon request from Seller, shall provide to Seller Buyer's, or Buyer's principals' taxpayer identification number and such other forms, documents and information as necessary to enable Seller to comply with applicable federal, state and local law regarding the sale of the Property to Buyer. The forms, documents and other information that may be requested by Seller include, but are not limited to, those forms, documents and other information necessary to comply with the Internal Revenue Code and the regulations promulgated thereunder and the Office of Foreign Assets Control of the United States Department of the Treasury.

20. PARTIES BOUND. The Agreement and this Addendum shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where
Buyer's Initials _____ Date _____

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Seller's Initials _____ Date _____

permitted by the Agreement. The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successor and/or assigns, that is not a party to the Agreement, nor does it create or establish any third party beneficiary to this Agreement.

21. CONDITION OF THE PROPERTY. Seller represents that Seller does not have any knowledge of the presence of material defects at the Property or of any records pertaining to material defects at the Property, except as noted below:

N/A

N/A

N/A

N/A

22. FURTHER ACTS. In addition to the acts recited in this Addendum and the Agreement to be performed by Seller and Buyer, Seller and Buyer shall perform, or cause to be performed, on or after Closing Date any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

23. NO RECORDING. Buyer shall not record the Agreement or this Addendum, or a memorandum of the Agreement or Addendum.

24. EFFECTIVE DATE. The Effective Date of the Agreement shall be the date the title or escrow company acknowledges its receipt of a fully executed version of the Agreement and the Earnest Money.

25. TIME IS OF THE ESSENCE. Time is of the essence in the Agreement and this Addendum. Strict compliance with the times for performance stated in the Agreement and this Addendum is required.

26. LEGALLY BINDING CONTRACT. This is a legally binding agreement. **THE PARTIES SHOULD READ IT CAREFULLY.** If the effect of any part of the Agreement or this Addendum is not understood, an attorney should be consulted **BEFORE** signing. Federal law may impose certain duties upon brokers, signatories, escrow agent, or settlement agent arising from this transaction generally and when any of the signatories is a foreign party or when certain amounts of U.S. Currency are received.

27. MISCELLANEOUS PROVISIONS. This Addendum and the Agreement are subject to the following provisions:

(a) Seller reserves the right to continue to offer the Property for sale and accept any offer at any time prior to mutual acceptance of the Agreement and this Addendum. The Seller's acceptance of another offer prior to executing the Agreement and this Addendum shall revoke any offer from Buyer;

(b) If the Agreement and Addendum between Buyer and Seller contain one or more contingencies, Seller reserves a right to continue to market the Property. At Seller's option, the Property will remain on the market and Seller has the right to solicit back up offers. If Seller receives an acceptable offer without any contingencies from a third party prior to the time all of Buyer's contingencies have been removed, Buyer will be given a five (5) calendar days' written notice by facsimile or e-mail stating that Buyer must remove all of Buyer's remaining contingencies within that time period or escrow will be cancelled. If at the conclusion of the five (5) calendar day period one or more of Buyer's contingencies remain, Buyer agrees that Buyer does not have any future right to purchase the Property and this transaction will be void. Seller and Buyer agree to execute any documents necessary to cancel the Agreement, close the escrow and release any Earnest Money deposit to Buyer;

Buyer's Initials _____ Date _____

Seller's Initials _____ Date _____

(c) Seller shall not pay for any home warranty contract or termite inspection report, and any corrective termite work shall be at the expense of the Buyer, unless otherwise required by applicable law; and

(d) The Agreement and this Addendum is not binding on Seller unless and until it is approved by Seller's management, the private mortgage insurance company and/or investor, if applicable.

28. BUYER'S VESTING INFORMATION. At closing, Buyer shall take title to the Property in the form indicated below (check the appropriate status and complete the name that will appear on the Deed):

	<u>Status</u>	<u>Name on Deed</u>
Individual	_____	_____
Joint Tenants	_____	_____
Tenants by the Entireties	_____	_____
Tenants in Common	_____	_____
Community Property	_____	_____
Entity	_____	_____
Other	_____	_____
Buyer's Marital Status	_____	_____

IN WITNESS WHEREOF, Seller and Buyer have executed this Addendum on the date opposite their name.

BUYER(S):

Date: _____

Print Name: City Of Wyandotte a Municipal Corporation

Address: _____

Telephone No.: _____

Facsimile No.: _____

E-mail Address: _____

n/a

Date: n/a

Print Name: n/a

Buyer's Initials _____ Date _____

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Seller's Initials _____ Date _____

Address: n/a
n/a

Telephone No.: n/a

Facsimile No.: n/a

E-mail Address: n/a

SELLER:

Seller, by JPMorgan Chase Bank, National Association, its Attorney-in-Fact

By: _____

Date: _____

Name: _____

Title: _____

Buyer's Initials _____ Date _____

Seller's Initials _____ Date _____

ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

(For use on Investor-Owned properties only)

This Addendum to Real Estate Purchase Contract (the "Addendum") is attached to and incorporated into that certain real estate purchase contract (the "Contract") dated _____ between the seller identified in paragraph 1 below ("Seller") and City Of Wyandotte a Municipal Corporation ("Purchaser") for the purchase of the property commonly known as 1876 7T H ST WYANDOTTE MI 48192 (the "Property").

1. The owner and Seller of the Property is the following:

U.S. Bank National Association, as Trustee for Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2005-HE3

JPMorgan Chase Bank, National Association ("Chase") is its Attorney-in-Fact pursuant to a power of attorney.

2. Due to the length of the name of the Seller and the possibility that the space allocated for the Seller's name and signature on the Contract, this Addendum, and one or more of the forms and other documents that are normally executed by a seller as a part of a real estate sale transaction and are attached to and incorporated into the Contract will not be sufficient to include the Seller's complete name or signature, the parties agree that Chase, the Seller's Attorney-in-Fact, may insert the following in each place where the Seller's name, signature or initials must appear:

(a) Place for Seller's name:

Seller, by JPMorgan Chase Bank, National Association, its Attorney-in-Fact

(b) Place for Seller's signature:

Seller, by JPMorgan Chase Bank, National Association, its Attorney-in-Fact

By: _____
Name: _____
Title: _____

3. The parties agree further that insertion of the Seller's name in and execution of the Contract, this Addendum, and the various other forms and documents that are attached to and incorporated into the Contract in the manner described in paragraph 2 above shall be valid and binding on Seller and Purchaser for purposes of Seller's sale of the Property to Purchaser.

IN WITNESS WHEREOF, the parties hereto execute this Addendum on the date set forth below their name.

Purchaser: _____

Print Name: City Of Wyandotte a Municipal Corporation

Purchaser: _____

Print Name: _____

Date: _____

Seller: _____

Seller, by JPMorgan Chase Bank, National Association, its Attorney-in-Fact

By: _____

Name: _____

Title: _____

Date: _____



LEAD-BASED PAINT SELLER'S DISCLOSURE FORM



Property Address 1876 7TH ST
Street
WYANDOTTE MICHIGAN 48192
City, Village, Township

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

I. Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check one below):

- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: Seller(s)
Date: Seller by JPMorgan Chase Bank, National Association, its Attorney-in-Fact

II. Agent's Acknowledgment (initial)

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: Agent (Signature)

III. Purchaser's Acknowledgment (initial)

- (a) Purchaser has received copies of all information listed above.
(b) Purchaser has received the federally approved pamphlet Protect Your Family From Lead In Your Home.
(c) Purchaser has (check one below):

- Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: Purchaser(s)
Date: City Of Wyandotte a Municipal Corporation



Disclosure Regarding Real Estate Agency Relationships

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

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
- (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

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

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

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

SELLER'S AGENTS

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

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

BUYER'S AGENTS

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

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

DUAL AGENTS

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

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

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

TRANSACTION COORDINATOR

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

DESIGNATED AGENCY

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

LICENSEE DISCLOSURE (Check one)

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

- Seller's agent
- Seller's agent – limited service agreement
- Buyer's agent
- Buyer's agent – limited service agreement
- Dual agent
- Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

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

Norman MacLennan
Licensee NORMAN MACLENNAN

_____ Date

_____ Licensee

_____ Date

ACKNOWLEDGMENT

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

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

Potential Buyer / Seller (circle one) City of Wyandotte Wyandotte

_____ Date

Potential Buyer / Seller (circle one) City Of Wyandotte a Municipa

_____ Date

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

PROPOSED RESOLUTION

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 1876 7th Street in the amount of \$11,900.00 to be appropriated from TIFA Area Funds;
AND

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

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

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



MAYOR
Joseph R. Peterson

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

August 27, 2012

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

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

Dear Mayor and Council Members:

On August 27, 2012, proposals were opened and read aloud in the City of Wyandotte Council Chambers for File #4595 – 2012 Concrete Street and Alley Repair and Reconstruction Program. A tabulation of the proposals is attached.

The undersigned recommends acceptance of the proposal from G. V. Cement Contracting Co., Brownstown, Michigan, in the amount of \$198,572.75 as being the best bid received meeting specifications.

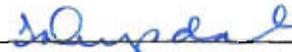
The concrete street and alley repair and reconstruction costs will be paid from the Local Street Fund Account #203-440-825.460 (\$74,663.35), TIFA Street Fund Account #492-200-825.460 (\$28,594.48), Major Street Fund Account 202-440-825.460 (\$66,323.30), Special Assessment Fund Account 249-450-825.462 (\$28,991.62).

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

Very truly yours,


Mark A. Kowalewski
City Engineer

cc: Finance Department
All Bidders

Approved by Todd A. Drysdale, City Administrator: 



PROPOSED RESOLUTION

RESOLVED BY MAYOR AND COUNCIL that Council hereby concurs in the recommendation of the City Engineer to accept the proposal from G. V. Cement Contracting Co., Brownstown, Michigan, for File #4595 – 2012 Concrete Street and Alley Repair and Reconstruction Program, in the amount of \$198,572.75, as being the best bid received meeting specifications, and, that the concrete street and alley repair and reconstruction costs will be paid from the Local Street Fund Account #203-440-825.460 (\$74,663.35), TIFA Street Fund Account #492-200-825.460 (\$28,594.48), Major Street Fund Account 202-440-825.460 (\$66,323.30), Special Assessment Fund Account 249-450-825.462 (\$28,991.62);

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

FURTHER RESOLVED that all bid bonds be returned to the unsuccessful bidders.

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



MAYOR
Joseph R. Peterson

COUNCIL
Todd M. Browning
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Leonard T. Sabuda
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

September 4, 2012

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

RE: 2927 – 2929 Biddle

Dear Mayor Peterson and Council Members:

On August 29, 2012, a Show Cause Hearing was held in the Engineering and Building Department regarding the dangerous and unsafe structure at 2927 – 2929 Biddle. Attached are minutes of the Hearing and letters sent on June 11, 1012 and August 15, 2012.

At the hearing, it was determined and ordered that the structure, due to the described conditions, should be demolished.

Therefore, in accordance with Section PM-107.6 Filings of findings, the undersigned requests that your Honorable Body set a hearing to show cause why the structure should not be demolished in accordance with Section PM-107.7 Council Action, of the Wyandotte Property Maintenance Code.

Very truly yours,

Mark A. Kowalewski
City Engineer

Approved by Todd A. Drysdale, City Administrator:

MAK/pg
Cc:

LTB Holdings, LLC
Stuart A. Sklar, Fabian, Sklar & King PC
Attachments: Letters dated June 11, 2012, August 15, 2012 and, SCH August 29, 2012
w/showcause/2927 2929 Biddle council for demolition

PRESENT: Mark Kowalewski, City Engineer
Greg Mayhew, Assistant City Engineer
Peggy Green, Secretary

The Hearing was called to order at 9:20 a.m. by Greg Mayhew, Assistant City Engineer.

Mr. Mayhew stated that the hearing was scheduled to start at 9:00 a.m., however, it was delayed to see if the owner or a representative would appear for the hearing, no one appeared.

Mr. Mayhew stated that a fire destroyed the building on June 10, 2012. A letter was sent on June 11, 2012, stating that the building was a dangerous and unsafe building, in imminent danger of collapse, and was ordered to be demolished. An extension was requested and given until August 15, 2012 to demolish the building. To date, the building has not been demolished and no permit for demolition has been applied for or issued.

Mr. Kowalewski asked if proper notices were sent. Mr. Mayhew replied that notice was sent to LTB Holdings LLC and Fabian, Sklar and King, PC., the attorneys representing LTB Holdings. Mr. Kowalewski asked if the insurance company was notified. Mr. Mayhew replied only the owner and their legal representatives.

Mr. Mayhew recommended that the matter be referred to City Council to schedule a public hearing to demolish the building. Mr. Kowalewski concurred.

Contact Information:

LTB Holdings, LLC
2929 Biddle
Wyandotte, MI 48192

Stuart A. Sklar
Fabian, Sklar & King PC
33450 West Twelve Mile Road
Farmington Hills, MI 48331

w/showcause hearing/2927 2929 Biddle 8-29-12

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

August 15, 2012

CERTIFIED MAIL
FIRST CLASS MAIL

LTB Holdings, LLC
2929 Biddle Avenue
Wyandotte, Michigan 48192

RE: Fire Damage
2927 – 2929 Biddle Avenue
Wyandotte, Michigan

To Whom It May Concern:

On June 11, 2012, the undersigned inspected the referenced structure to investigate the damage caused by a fire that occurred June 10, 2012. Based on that site inspection, the attached letter dated June 11, 2012, was sent. This letter stated that undersigned determined the structure at 2927 – 2929 Biddle Avenue unsafe, in imminent danger of collapse, and a public nuisance, due to the fire that occurred on June 10, 2012, and ordered the public sidewalk along Biddle Avenue closed to pedestrian traffic in accordance with Section PM-109.3. Further, it was determined that the cost of making the repairs necessary for the structure to be habitable would exceed 50 percent of the current value of the structure. Current value, based on the State Equalized Value of the property, is \$310,000.00. Therefore, in accordance with Section PM-110.1 and Section PM-110.5 above, you were ordered to raze and remove the structure with in thirty (30) days from the date of this letter. This time frame for demolition was extended to August 15, 2012, based on a request for an extension by your representatives. As of today's date, no demolition work has been started and no demolition building permit has been obtained or applied for.

Therefore, in accordance with Section PM-107.0 Notices and Orders, a Show Cause Hearing will be held on Wednesday, August 29, 2012, at 9:00 am, in the Engineering and Building Department, Wyandotte City Hall, 3131 Biddle Avenue, Wyandotte, to show cause why the dangerous and unsafe structure at 2927-2929 Biddle Avenue has not been demolished as ordered.

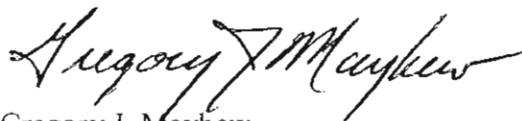
RE: Fire Damage
2927 – 2929 Biddle Avenue
Wyandotte, Michigan
August 15, 2012

Page 2 of 2

A permit is required for the demolition of the structure. The permit can be obtained at the Department of Engineering and Building at the Wyandotte City Hall.

If you have any questions, you may contact the undersigned at 734-324-4558, or by email at gmayhew@wyan.org.

Very truly yours,



Gregory J. Mayhew
Assistant City Engineer

Attachments

Cc: Mr. Stuart A. Sklar, Fabian, Sklar & King, P.C., 33450 West Twelve Mile Road,
Farmington Hills, Michigan 48331
Kelly Roberts
Address File

FILE 2927 BIDDLE

Greg Mayhew

From: Greg Mayhew [gmayhew@wyan.org]
Sent: Wednesday, July 18, 2012 7:47 AM
To: 'Denise White'
Cc: 'Mark Kowalewski'; 'Kelly Roberts'
Subject: RE: (From offices of Stuart A. Sklar, Esq.) LTB Holdings, LLC, LTB Operations, LLC (Brian Sollars) 4752-01S;

Denise,

The undersigned hereby grants an extension to the order to demolish the fire damaged and unsafe structure at 2927 Biddle Avenue, Wyandotte, MI. The demolition and complete removal of debris shall be completed by August 15, 2012.

Very truly yours,

Gregory J. Mayhew

Assistant City Engineer

From: Denise White []
Sent: Tuesday, July 17, 2012 5:11 PM
To: 'gmayhew@wyan.org'
Cc: Stuart Sklar
Subject: (From offices of Stuart A. Sklar, Esq.) LTB Holdings, LLC, LTB Operations, LLC (Brian Sollars) 4752-01S;

Please find attached correspondence from attorney Stuart A. Sklar, Esq., which he requested I forward to you on his behalf.

Denise White
Fabian, Sklar & King, P.C.
33450 West Twelve Mile Road
Farmington Hills, MI 48331
(248) 553-2000
(248) 553-2020 Fax

CONFIDENTIALITY: The information contained in this e-mail is a private communication and may contain confidential information protected by legal rules or copyrighted or proprietary materials of Fabian, Sklar & King, Esq. and/or it's affiliates protected by law. This communication and any attachments are intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution, use or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please immediately notify me by telephone and return the original message to me at the above e-mail address. The sender does not waive any privilege it has in the document and information contained in this transmission. Thank you for your cooperation.

Neither the text, typed name of the sender, nor anything else in this message is intended to constitute an electronic signature for purposes of the Uniform Electronic Transaction Act or the Electronic Signatures in Global and National Commerce Act ("E-SIGN") unless a specific statement to the contrary is included in the text of the message.



THE FIRE INJURY, EXPLOSION & PROPERTY DAMAGE ATTORNEYS

FILE

33450 West Twelve Mile Road
Farmington Hills, MI 48331-3350
Phone: 248.553.2000
Fax: 248.553.2020
www.fabiansklar.com

STUART A. SKLAR
ssklar@fabiansklar.com

July 17, 2012

VIA FACSIMILE (734) 324-4535
ELECTRONIC MAIL – gmayhew@wyan.org
AND U.S. FIRST CLASS MAIL

Gregory J. Mayhew
Assistant City Engineer
3131 Bidele Avenue
Wyandotte, MI 48192

RE: LTB Holdings, LLC/LTB Operations, LLC
d/b/a Lions, Tigers & Beers
Our file no. 4752-01S

Dear Mr. Mayhew:

It was a pleasure meeting with you at the Lions, Tigers & Beers fire scene on July 17, 2012. As we discussed, it is my hope that by the end of today, all investigative activities at the scene will have been completed, and the scene will be released to my clients.

My clients should have the final demolition bids this week, and will hopefully be able to select a demolition contractor and move forward with the demolition of the building.

It is my understanding that the city has given my clients until July 18th to proceed with the demolition. However, due to the fact that one of the insurance companies for an adjacent building wanted to do further scene examination on July 17th, it is not feasible for the demolition to begin on July 18th.

Rest assured, my clients are eager to have the demolition completed, and we are moving forward as expeditiously as possible.

July 17, 2012

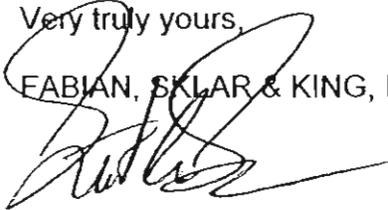
RE: LTB Holdings, LLC/LTB Operations, LLC

Page 2 of 2

I hope this addresses the city's concerns, and should you have any questions, please do not hesitate to contact me.

Very truly yours,

FABIAN, SKLAR & KING, P.C.

A handwritten signature in black ink, appearing to read "Stuart A. Sklar", written over the printed name of the law firm.

Stuart A. Sklar

SAS/dw

cc: Brian Sollars

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

June 11, 2012

LTB Holdings, LLC
2929 Biddle Avenue
Wyandotte, Michigan 48192

RE: Fire Damage
2927 – 2929 Biddle Avenue
Wyandotte, Michigan

To Whom It May Concern:

On June 11, 2012, the undersigned inspected the referenced structure to investigate the damage caused by a fire that occurred June 10, 2012. The following was observed.

Structural damage has occurred to roof support joists and rafters of the second floor roof and rear first floor roof. Partial roof collapse has occurred. The roof and floor joists are no longer safely supported. As a result, the front façade is no longer safely supported. Windows and entrances are damaged or destroyed. Further, the fire resulted in considerable fire, heat, smoke and water damage inside and outside the structure.

Be advised of the following section of the City of Wyandotte Property Maintenance Code:

PM-109.1 Imminent danger: Which states, in part, "When in the opinion of the code official, there is imminent danger of failure or collapse of a building which endangers life, It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same."

PM-109.2 Temporary Safeguards: Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

PM-109.3 Closing streets: When necessary for the public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

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

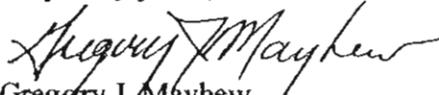
PM-110.5 Unreasonable repairs: Whenever the code official determines that the cost of such repairs would exceed 50 percent of the current value of such structure, such repairs shall be presumed unreasonable and it shall be presumed for the purpose of this section that such structure is a public nuisance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

The undersigned hereby deems the structure at 2927 – 2929 Biddle Avenue unsafe, in imminent danger of collapse, and a public nuisance due to the above mentioned damages related to the fire that occurred on June 10, 2012, and has ordered the public sidewalk along Biddle Avenue closed to pedestrian traffic in accordance with Section PM-109.3. Further, the undersigned has determined that the cost of making the repairs necessary for the structure to be habitable would exceed 50 percent of the current value of the structure. Current value, based on the State Equalized Value of the property, is \$310,000.00. **Therefore, in accordance with Section PM-110.1 and Section PM-110.5 above, you are hereby ordered to raze and remove the structure with in thirty (30) days from the date of this letter.** You also have the right to seek modification or withdrawal of this notice by requesting that a Show Cause Hearing be held.

A permit will be required for the demolition of the structure. The permit can be obtained at the Department of Engineering and Building at the Wyandotte City Hall.

We are sorry for the loss that you, your family and employees have suffered. If you have any questions, or wish to discuss how this Department may assist you, contact the undersigned at 734-324-4558, or by email at gmayhew@wyan.org.

Very truly yours,


Gregory J. Mayhew
Assistant City Engineer

Cc: Kelly Roberts
Address File

NOTICE

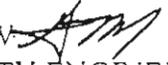
THIS STRUCTURE IS UNSAFE AND ITS OCCUPANCY HAS BEEN PROHIBITED BY THE CODE OFFICIAL

THIS STRUCTURE LOCATED AT 2927-2929 BIDDLE AVENUE HAS BEEN DETERMINED TO BE UNSAFE FOR HUMAN OCCUPANCY DUE TO DANGEROUS AND UNSAFE CONDITIONS. THE OCCUPANCY OF THIS STRUCTURE IS HEREBY PROHIBITED BY THE CODE OFFICIAL IN ACCORDANCE WITH SECTION PM-109.0 OF THE CITY OF WYANDOTTE PROPERTY MAINTENANCE ORDINANCE. IT SHALL BE UNLAWFUL FOR ANY PERSON TO ENTER SUCH STRUCTURE EXCEPT FOR THE PURPOSE OF INSPECTION, SECURING THE STRUCTURE, REMOVAL OF HAZARDOUS CONDITIONS, OR OF DEMOLITION, AS NECESSARY.

ANY PERSON, FIRM OR CORPORATION WHO SHALL OCCUPY OR USE THIS STRUCTURE, OR WHO SHALL REMOVE THIS NOTICE, SHALL BE IN VIOLATION OF THE CODE, SECTION 106.0 VIOLATIONS, AND SUBJECT TO THE FINES AND PENALTIES SET FORTH IN THIS SECTION.

BY ORDER OF THE DEPARTMENT OF ENGINEERING AND BUILDING
CITY OF WYANDOTTE
734-324-4550

DATE: JUNE 11, 2012

BY: GREGORY J. MAYHEW 
TITLE: ASSISTANT CITY ENGINEER/BUILDING OFFICIAL

PROPOSED RESOLUTION

RESOLVED by the City Council that whereas a hearing has been held in the Office of the Engineer in the Department of Engineering and Building 3131 Biddle Avenue, Wyandotte, Michigan on August 29, 2012, and whereas the property owner or other interested parties, had been given opportunity to show cause, if any they had, why the structure at 2927 – 2929 Biddle has not been demolished in accordance with the City's Property Maintenance Ordinance, and whereas the City Engineer has filed a report of his findings with this Council;

NOW, THEREFORE BE IT RESOLVED, that this Council shall hold a public hearing in accordance with Section PM-107.7 in the Council Chambers of the Wyandotte City Hall, 3131 Biddle Avenue, Wyandotte, on September 24, 2012 at 7:00 p.m., at which time all interested parties shall show cause, if any they have, why the structure has not been demolished or why the City should not have the structure demolished and removed at 2927 – 2929 Biddle.

AND BE IT FURTHER RESOLVED that the City Clerk shall give notice of said hearing ten (10) days before the hearing by certified mail, return receipt requested, and first class mail, in accordance with the provisions of Section PM-107.4 of the Property Maintenance Ordinance.

Notify:

LTB Holdings, LLC
2929 Biddle
Wyandotte, MI 48192

Stuart A. Sklar
Fabian, Sklar & King PC
33450 West Twelve Mile Road
Farmington Hills, MI 48331

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



10

MAYOR
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

August 30, 2012

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

Dear Mayor Peterson and City Council Members:

Enclosed please find an Ordinance to amend the parking requirements in the Central Business District. Currently, the ordinance requires hotels and motels with fifteen (15) or more rooms to supply parking. The proposed ordinance would change the requirement to not require any parking for hotels or motels with 34 or more rooms.

If you concur with this new ordinance, I recommend you refer this to the Planning Commission for the required public hearing.

This change complements the City of Wyandotte Strategic Plan Vision Statement providing opportunities for downtown living adjacent to a developing commercial and retail establishments.

Very truly yours,

Mark A. Kowalewski
City Engineer

Reviewed by Todd A. Drysdale, City Administrator

MAK:kr

Enclosure

cc: William R. Look, City Attorney
Natalie Rankinc, DDA

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING
ARTICLE XXIV-GENERAL PROVISIONS; SECTION 2403 PARKING REQUIREMENTS;
SUBSECTION P.- CBD PARKING

CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN ORDAINS:

Section 1.

The following Section of the City of Wyandotte Zoning Ordinance entitled “Article XXIV General Provisions, “Section 2403 Parking Requirements; Subsection P- CBD parking; subsection 1 (c) shall be amended to revise existing requirements and regulations for parking within the central business district (CBD). The amended section shall read as follows:

ARTICLE XXIV GENERAL PROVISIONS

Sec.2403 Parking Requirements, Subsection P. CBD Parking 1.

(c) Hotels and Motels with thirty-four (34) or more rooms

Section 2.

Nothing in this Ordinance or in the Code hereby adopted shall be construed to affect any suit or proceeding in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy or any character be lost, impaired or affected by this Ordinance.

Section 3.

Severability. Should any word, sentence, phrase or any portion of this Ordinance be held in a manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such word, sentence, phrase or any portion of the Ordinance held to be so invalid and shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this Ordinance.

Section 4.

Conflicting Ordinances. All prior existing ordinances adopted by the City of Wyandotte inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

Section 5.

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and shall be published 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.

<u>YEAS</u>		<u>NAYS</u>
_____	BROWNING	_____
_____	DESANA	_____
_____	FRICKE	_____
_____	GALESKI	_____
_____	SABUDA	_____
_____	STEC	_____
	ABSENT _____	

I hereby approve the adoption of the foregoing Ordinance this _____ day of _____, 200__.

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 _____, 200__.

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 inspected 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.

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding a change to the Zoning Ordinance parking provisions in the Central Business District (CBD) is hereby received and placed on file; AND

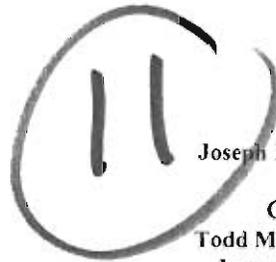
BE IT FURTHER RESOLVED that Council refers this to the Planning Commission to hold the required public hearing.

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

September 5, 2012

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

Dear Mayor Peterson and City Council Members:

The Engineering and Building Department has solicited bids for File #4590 – New Furniture for City Offices at 3200 Biddle Avenue, Wyandotte, New City Hall. On July 23, 2012, proposals were opened and read aloud in the City of Wyandotte Council Chambers. The bid results are as follows:

<u>CONTRACTOR</u>	<u>AMOUNT BID</u>
Business Interiors by STAPLES Southfield, Michigan	\$ 92,098.82
Office Express: Troy, MI	\$ 97,625.63 (\$100,770.96 is misprint on bid form)
Metro Office Environments Madison Heights, MI	\$111,254.38
Interior Environments: Rochester Hills, MI	\$111,482.46
Homespun Furniture: Wyandotte, MI	\$115,964.00

The two low bidders, STAPLES and Office Express, were invited into the Engineering Department for post bid interviews. Following the interview process several City of Wyandotte employees, and Wayne Dutton, Architect for Daly Real Estate Services, Inc., visited the furniture show rooms of both low bidders and examined the proposed furniture. Following the show rooms visits the bidders were instructed to make the following revisions and resubmit their proposals:

C

1. Council member chair to be Ampere Chair H2291
2. Mayor's chair in council room to be type HVL685
3. Mayor's office chair to be type HVL750
4. The audience chair and break room chair to be type H4031 with ganging glide
5. All desk divider panels to be 54" total height with the glass panels at top
6. Change all hanging pedestals to full height pedestals
7. Add twelve metal lateral file cabinets with three drawers, decorative pulls and laminate top cap.

Based on the above requested revisions, STAPLES and Office Express submitted the following quotes:

	<u>Furniture</u>	<u>Chairs</u>	<u>Total</u>
1. STAPLES:	\$66,800.17	\$49,549.27	\$116,349.44
2. Office Express:	\$58,175.26	\$47,844.09	\$106,019.35

During the bid review process and furniture show room visits it was determined that the City of Wyandotte preferred the look and feel of the desks proposed in STAPLES submittal. It was also determined that the City would receive the desired furniture, and lower overall project cost, by dividing the furniture between the two low bidders. Therefore Office Express will provide the chairs, office seating and the divider panels, and STAPLES will provide the desks, tables, and filing cabinets at the following costs:

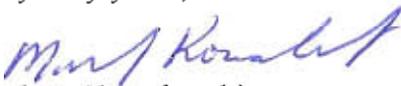
1. Business Interiors by STAPLES:	\$ 66,800.17
2. Office Express:	<u>\$ 47,844.09</u>

TOTAL PROJECT: \$114,644.26

(Note: This total project cost will be further reduced in the near future. It has been determined that some desks, divider panels and audience chairs can be eliminated from the scope of work.)

The undersigned recommends the acceptance of the proposals from Business Interiors by STAPLES of Southfield, Michigan, in the amount of \$66,800.17, and, Office Express of Troy, Michigan, in the amount of \$47,844.09 as the best bids received. The furniture costs will be paid from the Building Authority Account #295-200-825.355.

Very truly yours,



Mark A. Kowalewski
City Engineer

cc: Finance Department
All Bidders

Approved by Todd A. Drysdale, City Administrator 

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding File #4590 – New Furniture for City Offices at 3200 Biddle Avenue, Wyandotte, New City Hall is hereby received and placed on file; AND,

BE IT FURTHER RESOLVED that Council concurs with the recommendation of the City Engineer to accept the proposals from Business Interiors by STAPLES of Southfield, Michigan, in the amount of \$66,800.17 and, Office Express of Troy, Michigan, in the amount of \$47,844.09 as the best bids received, and the furniture costs shall be paid from the Building Authority Account #295-200-825.355 NOTE amounts will be reduced by items removed from the requested proposal,; AND,

BE IT RESOLVED that the City Clerk is authorized to return all bid bonds or bid checks to the unsuccessful bidders.

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

September 4, 2012

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

RE: Demolition of 644 Orange Street

Dear Mayor Peterson and Council Members:

At the City Council Meeting of August 13, 2012, (see attached), the Engineering Department was directed to begin demolition of 644 Orange Street. The Engineering Department solicited the following bids:

<u>BIDDER</u>	<u>BID</u>
21 st Century Salvage, Ypsilanti, MI	\$5,190.00
Pro Excavation, Wyandotte, MI	\$5,800.00
Homrich Inc., Carelton, MI	\$7,800.00

The undersigned recommends the acceptance of the proposal from 21st Century, Ypsilanti, Michigan in the amount of \$5,190.00. This amount will be applied as a lien on the property.

Very truly yours,

Mark A. Kowalewski
City Engineer
gjm/MK
Enclosures
Cc: All Bidders

Approved by Todd Drysdale, Director of Administrative/Financial Services

PROPOSED RESOLUTION

RESOLVED BY MAYOR AND COUNCIL that the communication from the City Engineer regarding the demolition of 644 Orange Street is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council accepts the proposal from 21st Century, Ypsilanti, Michigan in the amount of \$5,190.00 from account number 492-200-850-519; AND

BE IT FURTHER RESOLVED that the City Attorney is directed to file a lien against the property at 644 Orange Street, Wyandotte, MI sidwell number 57-020-09-0012-000 in the amount of \$5,190.00 for the demolition.

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



MAYOR
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

August 28, 2012

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

RE: 2012 Generator Maintenance Bid

Dear Mayor Peterson and Council Members:

On August 13, 2012, the Engineering Department solicited new bids for the 2012 Generator Maintenance. Bids for the 2012 Generator Maintenance were opened on August 13, 2012, The bid results were:

<u>BIDDER</u>	<u>BID</u>
Ancona Controls, Wixom, MI	\$3,924.00
Wolverine Power Systems, Wixom, MI	\$4,070.00
Cummings Bridgeway, New Hudson, MI	\$5,244.44

The undersigned recommends the acceptance of the proposal from Ancona Controls, Wixom, Michigan in the amount of \$3,924.00 as the best bid received meeting the specifications.

Very truly yours,

Mark A. Kowalewski
City Engineer
gjm/MK
Enclosures
Cc: All Bidders

Approved by Todd Drysdale, Director of Administrative/Financial Services

PROPOSED RESOLUTION

RESOLVED BY MAYOR AND COUNCIL that the communication from the City Engineer regarding the 2012 Generator Maintenance is hereby received and placed on file; AND

BE IT FUTHER RESOLVED that Council accepts the proposal Ancona Controls, Wixom, Michigan in the amount of \$3,924.00 from account number 101-448-750-270; AND

BE IT RESOLVED that all bid bonds be returned to the unsuccessful bidders by the City Clerk and all bid checks be returned to the unsuccessful bidders by the City Treasurer; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk authorize to execute the necessary documents to perform said work.

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



14

MAYOR
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

September 4, 2012

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

Re: Former 1101 Maple
Wyandotte, MI

Dear Mayor Peterson and Council Members:

Enclosed please find a Purchase Agreement to sell the above captioned property to Joseph and Wendy Consiglio for the amount of \$10,000 on a Promissory/Mortgage Sale. The Consiglio's are proposing to construct a single family two (2) story dwelling with approximately 2,833 square feet, full basement, 3 bedrooms and 3 bathrooms, detach garage and first floor brick veneer and the remaining exterior to be either James Hardy siding or Vinyl Siding.

If you concur with this recommendation the attached Resolution will authorize the Mayor and City Clerk to execute the necessary sales documents.

Very truly yours,

Mark A. Kowalewski
City Engineer

Colleen A. Keehn
City Assessor

MAK/CAK:kr

Reviewed by Todd A. Drysdale, City Administrator

Enclosures

cc: William R. Look, City Attorney
Mr. and Mrs. Consiglio
Melanie McCoy, Municipal Service

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

William R. Look
 Steven R. Makowski

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

Richard W. Look
 (1912-1993)

PURCHASE AGREEMENT

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

Wyandotte, Wayne County, Michigan, described as follows:
Lot 7, Block 313 Hurst and Post's Subdivision as recorded in LI Page 298 of Plats, WCR being known as the Former 1101 Maple Street, and to pay therefor the sum of Ten Thousand Dollars & 00/100 (\$10,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY
 PROMISSORY NOTE/MORTGAGE SALE

<i>PROMISSORY/ MORTGAGE SALE</i>	1. The Purchase Price of <u>\$10,000.00 plus closing costs to be determined at closing</u> shall be paid by a Promissory Note to the Seller when the above described property is sold, refinanced, foreclosed, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property. Purchaser is responsible to pay for the recording costs of the mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. See Paragraph 13 for terms of mortgage.
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
<i>Time of Closing</i>	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close.
<i>Purchaser's Default</i>	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<i>Seller's Default</i>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Title Objections</i>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____ If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
<i>Taxes and Prorated Items</i>	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
<i>Broker's Authorization</i>	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The Broker is hereby authorized to make this offer and the deposit of <u>N/A</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ _____ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3131 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: See Addendum for additional Paragraphs 12 through 20 and Signatures

IN PRESENCE OF:

Purchaser L.S.

Purchaser L.S.

Address _____
Dated _____ Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____
Phone _____ By: _____
This is a co-operative sale on a _____ basis with _____

_____ Broker

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

Seller L.S.

Seller L.S.

Address 3131 Biddle Avenue, Wyandotte
Dated: _____ Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Purchaser L.S.

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

This Agreement is contingent upon the following:

12. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of a single family home, consisting the following features:
 - Approximately 2,833 square feet with 3 bedrooms, 3 baths as indicated on Attachment A
 - Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2006 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump. See Attachment B
 - First floor exterior to be Brick Veneer and the remaining exterior will be either James Hardy Siding or vinyl Siding.
 - Detached garage.
 - Home must meet all current zoning requirements.
13. The Purchasers will be purchasing this property for \$10,000 which will be placed as a mortgage on the property payable if the property is sold or transferred in any manner within ten (10) years of the date of closing date. Should the property sell or is transferred in any manner before the ten (10) years have expired the entire purchase price plus all closing cost will be due immediately upon sale or transfer to the City of Wyandotte. The mortgage will be executed at time of closing.
14. If plans and unit installed with energy savings systems such as solar systems capable of supplying 1kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water then the City will reduce the balance of the promissory note by \$2,000.
15. This Agreement is further contingent upon the Purchaser undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the commencement of the building construction. Failure to undertake development or complete construction will result in Seller's right to repurchase property including any improvements. A Deed Restriction will be placed on the property which will include this contingency.
16. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
17. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee. These charges will be including into the mortgage.
18. Dirt shall be removed from the site at the Purchaser's expense.
19. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
20. This Agreement is subject to the approval of the Wyandotte City Council.

Joseph Consiglio
Joseph Consiglio Purchaser

Wendy Consiglio
Wendy Consiglio Purchaser
963 Maple
Wyandotte, MI 48192

Dated: 3-24-12

CITY OF WYANDOTTE, Seller

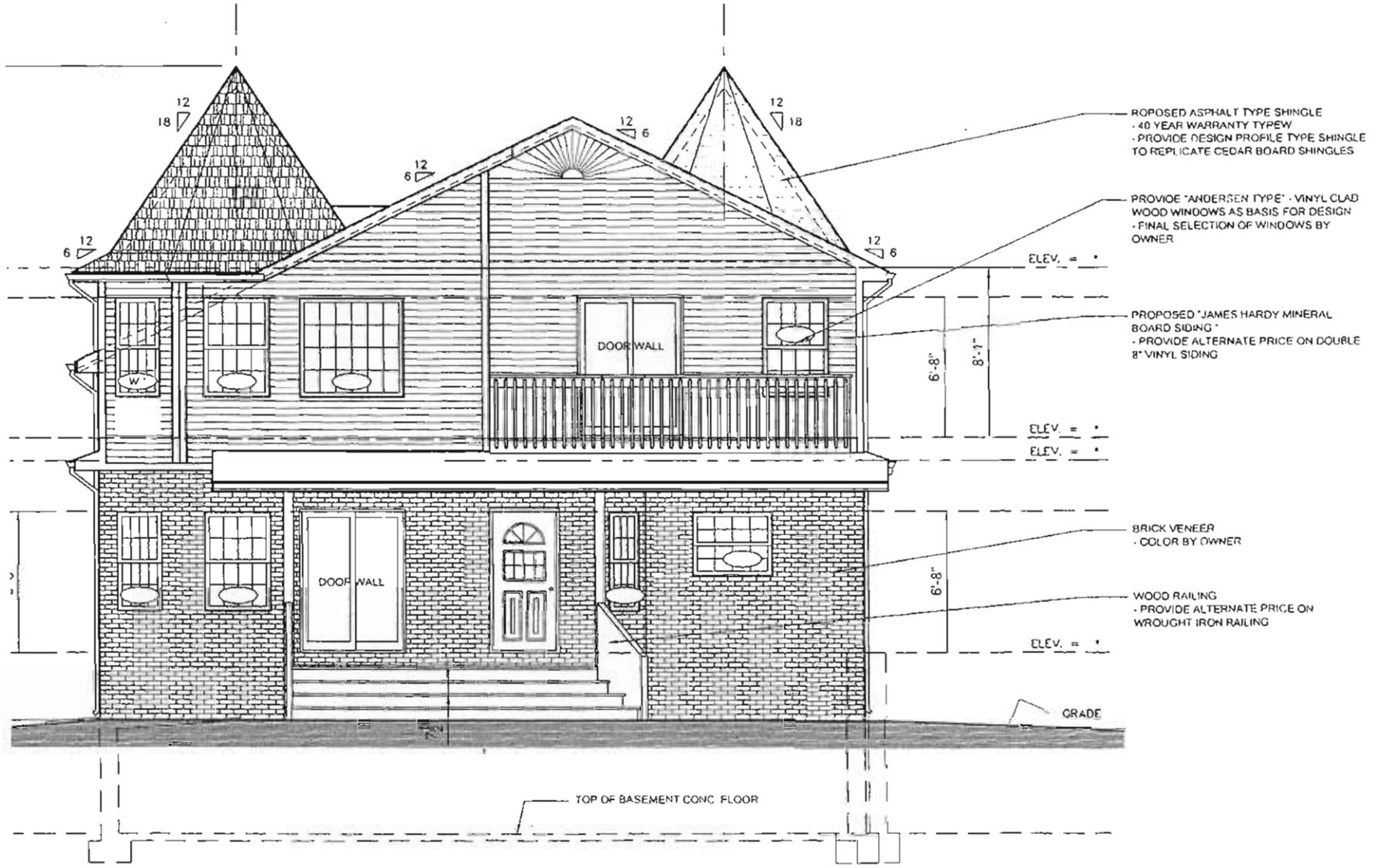
Joseph R. Peterson, Mayor

William R. Griggs, City Clerk
3131 Biddle Avenue
Wyandotte, Michigan 48192

Dated: _____

Legal Department Approval _____

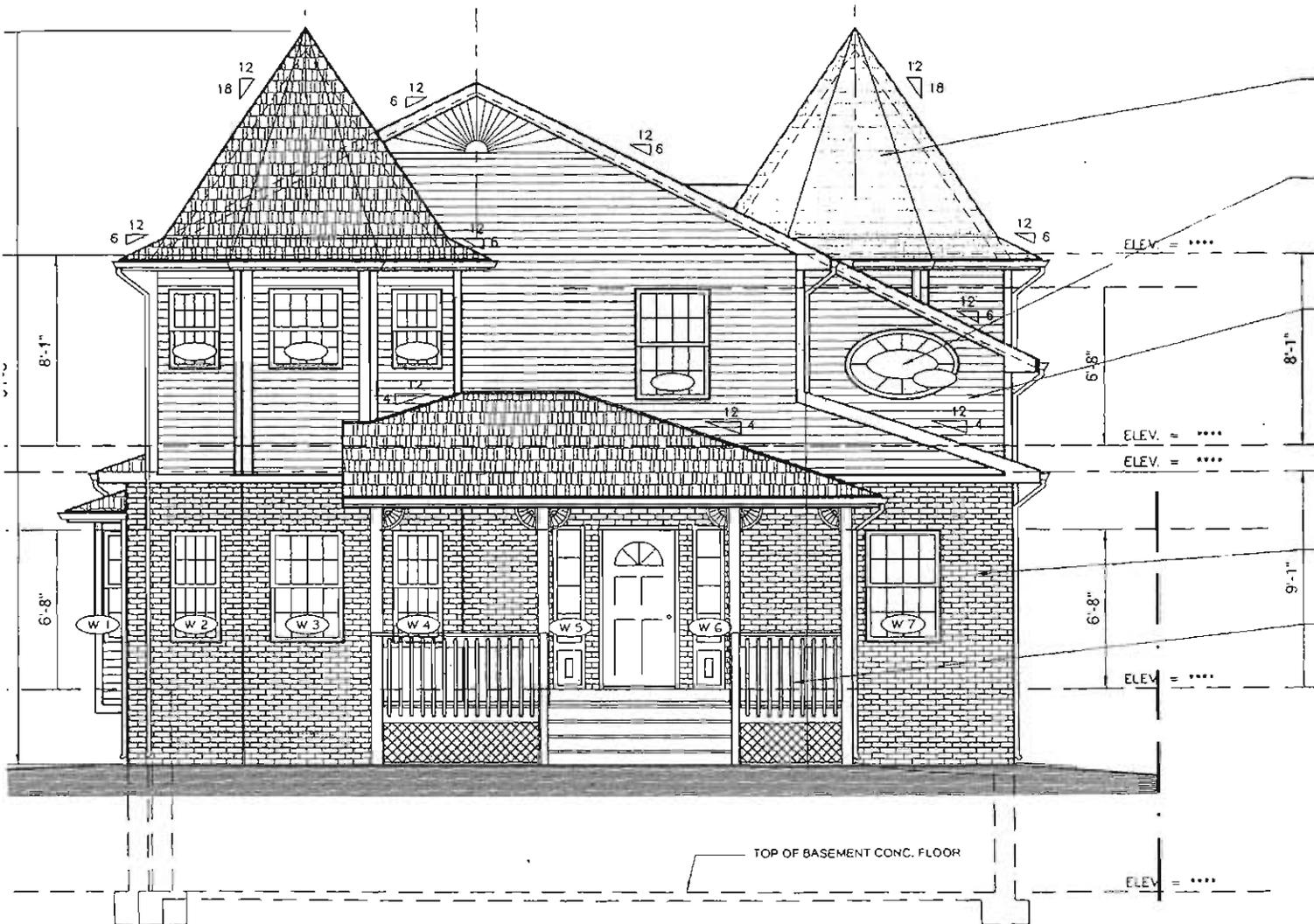
Attachment A



SOUTH ELEVATION

1/4" = 1'-0"

Attachment A



ROPOSED ASPHALT TYPE SHINGLE
 . 40 YEAR WARRANTY TYPEW
 . PROVIDE DESIGN PROFILE TYPE SHIN
 TO REPLICATE CEDAR BOARD SHINGLE

PROVIDE "ANDERSEN TYPE" VINYL CL
 WOOD WINDOWS AS BASIS FOR DESIGN
 . FINAL SELECTION OF WINDOWS BY
 OWNER

PROPOSED "JAMES HARDY MINERAL
 BOARD SIDING"
 . PROVIDE ALTERNATE PRICE ON DOUD
 8" VINYL SIDING

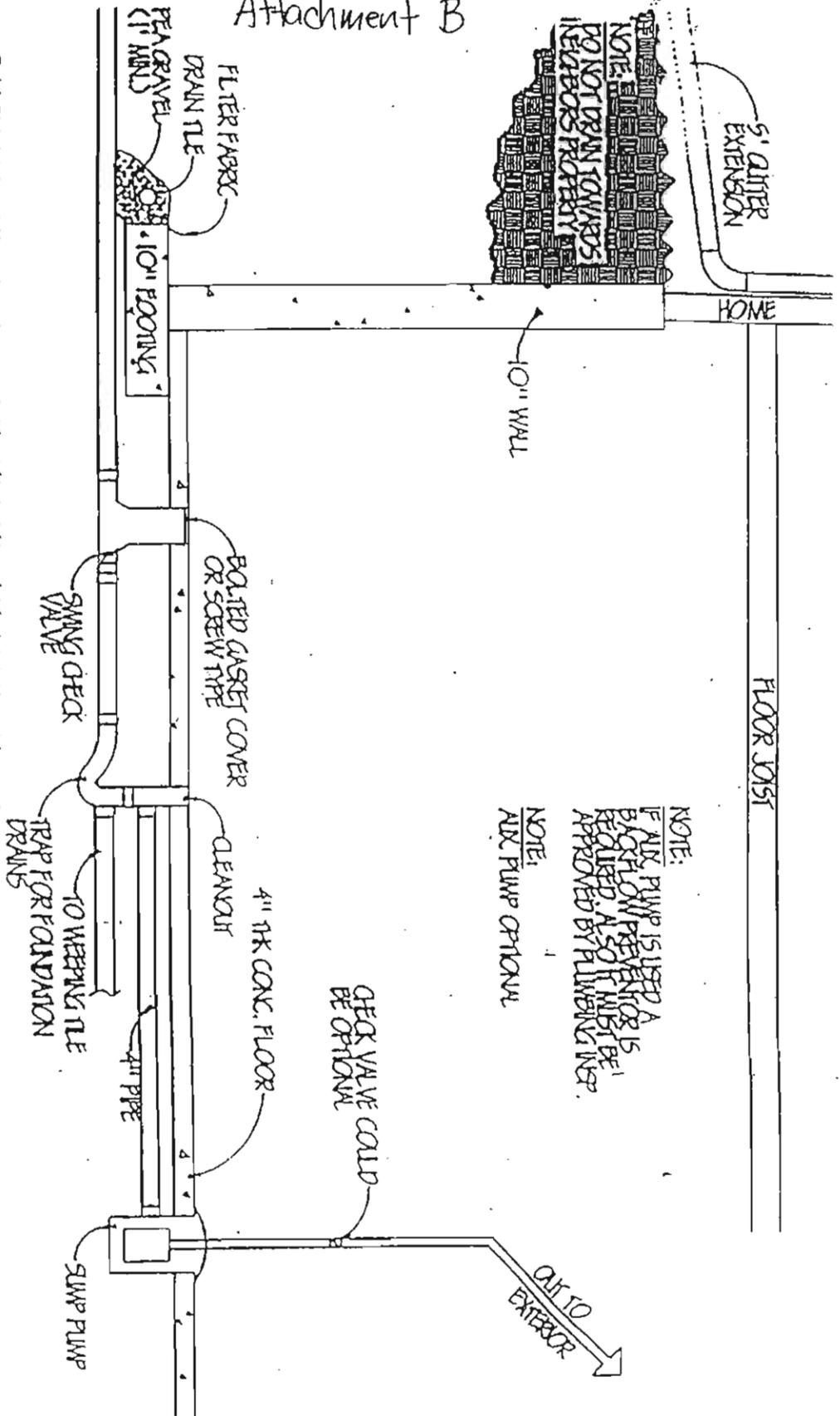
BRICK VENEER
 . COLOR BY OWNER

WOOD RAILING
 . PROVIDE ALTERNATE PRICE ON
 WROUGHT IRON RAILING

NORTH ELEVATION

1/4" = 1'-0"

Attachment B



NOTE:
 IF AIR PUMP IS USED A
 BACKFLOW PREVENTER IS
 REQUIRED. A SUMP MUST BE
 APPROVED BY FLUWENT INSPECTION.

NOTE:
 AUX. PUMP OPTIONAL

CHECK VALVE COULD
 BE OPTIONAL

BACK WATER FLOW PREVENTER (EXAMPLE: A)

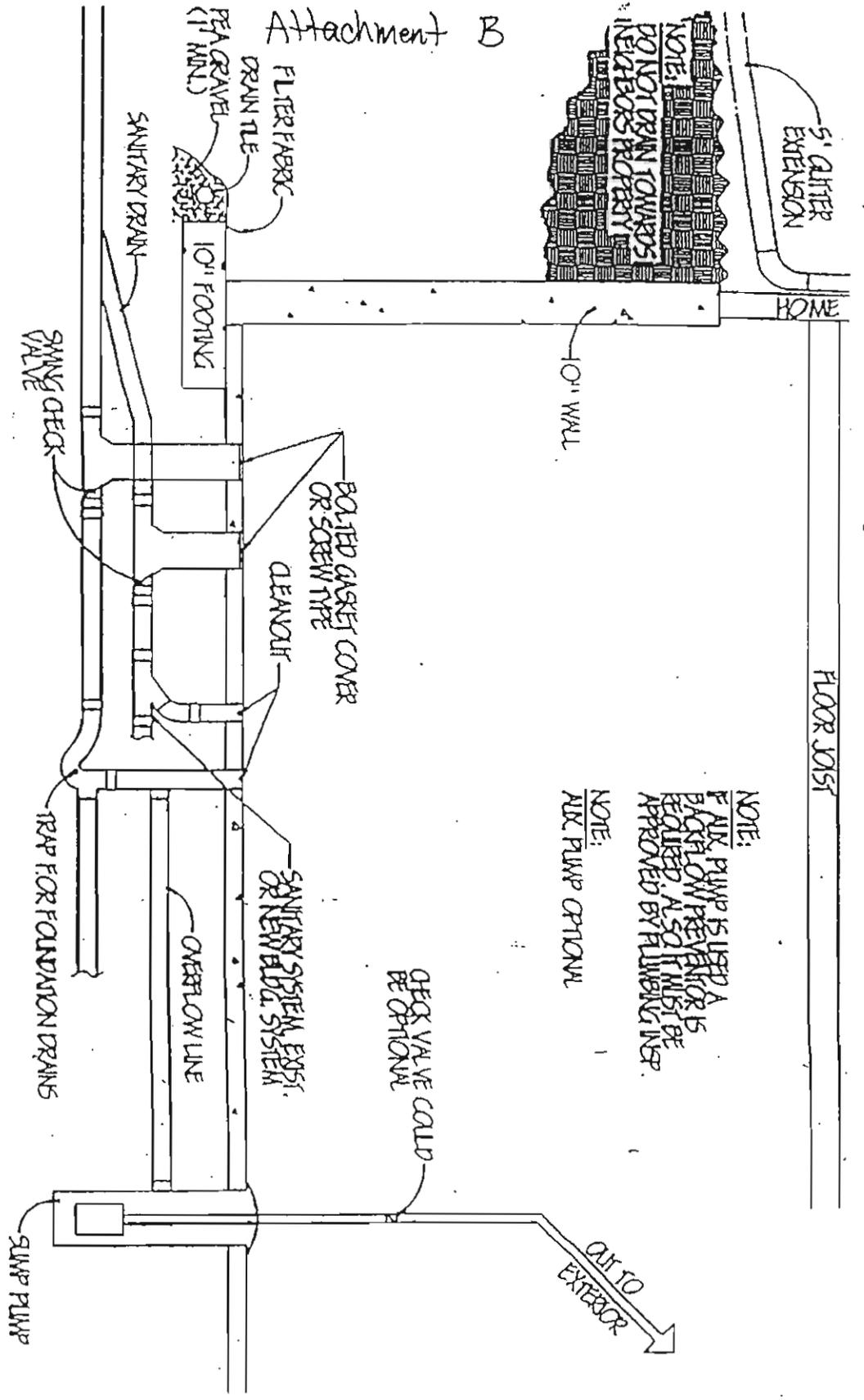
SCALE: N.T.S. FOR REFERENCE ONLY

DR/WH/PT/CR

Attachment B

BACK WATER FLOW PREVENTER (EXAMPLE: B)

SCALE: N.T.S. FOR REFERENCE ONLY



NOTE:
IF AIR PUMP IS USED A BACKFLOW PREVENTER IS REQUIRED. ALSO IT MUST BE APPROVED BY FLUWIKING INC.

NOTE:
AIR PUMP OPTIONAL

DRAWN BY: PTL

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer and City Assessor regarding the City owned property located at 1101 Maple is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as 1101 Maple to Joseph and Wendy Consiglio for the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as 1101 Maple, between Joseph and Wendy Consiglio and the City of Wyandotte for \$10,000 as presented to Council on September 10, 2012

OFFICIALS

William R. Griggs
CITY CLERK

CITY TREASURER
Andrew A. Swiecki

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

August 31, 2012

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

Dear Mayor Peterson and City Council Members:

The State of Michigan Land Bank Fast Track Authority purchased the homes at 115 Walnut, 408 Spruce and 2074 4th Street through the Neighborhood Stabilization Program 2 (NSP2). The Land Bank's intention was to demolish these properties and deed the properties to the City for the City to construct new single family homes. Unfortunately, the Land Bank is unable to receive approval to demolish these properties and the undersigned recommends that the City acquire these properties from the Land Bank with TIFA Area Funds and demolish same.

The following are the costs to acquire said properties:

115 Walnut	\$20,393.89	Single Family Dwelling
408 Spruce	\$20,474.60	Single Family Dwelling
2072 4 th Street	\$33,898.72	Single Family Dwelling

If you concur with these purchases the attached Resolution will authorize the Mayor and City Clerk to execute same and the City Engineer to demolish same.

Once the City completes this transaction, the Land Bank will be reinvesting these funds back in the NSP2 Area or these funds will be transferred to the City's grant for spending.

Very truly yours,

Mark A. Kowalewski
City Engineer

Reviewed by Todd A. Drysdale, City Administrator

MAK:kr

Enclosure
cc: TIFA

CITY OF WYANDOTTE
ENGINEERING AND BUILDING DEPARTMENT
INTERDEPARTMENTAL COMMUNICATION

TO: Mayor and Council Members

Date: August 31, 2012

FROM: Mark A. Kowalewski, City Engineer

SUBJECT: Property Acquisition

115 Walnut: Acquisition Cost: \$20,393.89
Lot Size: 50' x 140'

Demolition Cost: \$7,000.00

This property is an eyesore in the neighborhood. The property sits on the rear of the property.

Anticipated End Use: A new single family dwelling could be built on this lot.

408 Spruce: Acquisition Cost: \$20,474.60
Lot Size: Varies

Demolition Cost: \$7,000.00

This property is an eyesore in the neighborhood.

2072 4th Street: Acquisition Cost: \$33,898.72 Demolition Cost: \$7,000.00

This property is an eyesore in the neighborhood.

Anticipated End Use: The City owns the adjacent property know as the former 2080 4th Street. The City would combine these properties together for the constriction of one (1) new single family dwelling. The new lot size would be 84.84' x 100'.

PROPOSED RESOLUTION

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the properties at 115 Walnut in the amount of \$20,393.89, 408 Spruce in the amount of \$20,474.60 and 2072 4th Street in the amount of \$33,898.72 to be appropriated from TIFA Area Funds; AND

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

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

LOOK, MAKOWSKI AND LOOK
PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192

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

16

WILLIAM R. LOOK
STEVEN R. MAKOWSKI

RICHARD W. LOOK
(1912 - 1993)

To: Honorable Mayor and City Council
From: Department of Legal Affairs
Date: August 28, 2012
Re: *Update to Retirement Ordinance for Department of Municipal Service*

Dear Mayor and City Council:

Enclosed for a first reading is an amendment to the City's retirement ordinance to reflect changes that were made by the Municipal Service Commission. This ordinance has been reviewed by Todd Drysdale and Paul LeManes.

Respectfully submitted,

DEPARTMENT OF LEGAL AFFAIRS

**LOOK, MAKOWSKI AND LOOK,
Professional Corporation**

William R. Look

WRL:bt

Cc: Todd Drysdale
Paul LeManes

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

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

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WILLIAM R. LOOK
STEVEN R. MAKOWSKI

RICHARD W. LOOK
(1912 - 1993)

September 10, 2012

To: Honorable Mayor and City Council

From: Department of Legal Affairs

Re: Uniform Ordinance for Animals

Dear Mayor and City Council:

Enclosed for your consideration is a revision of Chapter 4 of the Code of Ordinances. Division 1 of the enclosed ordinance makes our ordinance uniform with the cities who will join the Downriver Central Animal Control Agency. Division 2 retains other provisions of the City's ordinance concerning regulation of animals that pertain to the City of Wyandotte.

Respectfully submitted,
Department of Legal Affairs
LOOK, MAKOWSKI and LOOK, P.C.



William R. Look

WRL:mag

Enclosure

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 M. Sutherby-Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

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

September 6, 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 you will find the 2013 Fiscal Year City Operating Budget. The first reading of the 2013 Fiscal Year Budget Ordinance is on tonight's agenda.

The final reading of the budget ordinance will be presented at the September 17, 2012 City Council meeting. After the final reading, the City Council will vote on the proposed budget ordinance.

The proposed budget is available in the City Clerk's Office for viewing by the public.

Sincerely,

Robert J. Szczechowski
Deputy Treasurer/Assistant Finance Director

HEARING

CITY OF WYANDOTTE

NOTICE OF A PUBLIC HEARING

Whereas the City Administrator plans to file a copy of the 2013 Fiscal Year City Operating Budget with the City Clerk and the City Council shall hold a public hearing in accordance with the law, in the Council Chambers of the Wyandotte City Hall, 3131 Biddle Avenue, Wyandotte, on September 10, 2012 and September 17, 2012, at 7:00 PM, and that pursuant to Public Act 2 of 1968 the City Council will act on the 2013 Fiscal Year City Operating Budget following the closure of the Public Hearing on September 17, 2012

PUBLISH IN THE SUNDAY, SEPTEMBER 9, 2012 and WEDNESDAY, SEPTEMBER 12, 2012
ISSUES P.O. # 114462

First Reading

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND SECTIONS 2-216
“MUNICIPAL SERVICE MEMBER RETIREMENT ALLOWANCE”
AND 2-207 “MEMBERSHIP” OF THE CODE OF ORDINANCES OF
THE CITY OF WYANDOTTE”

The City of Wyandotte Ordains:

Section 1. Amendment to Section 2-216.

Sec. 2-216. Municipal Service Member Retirement Allowance.

Subject to Section 2-229, upon a municipal member's retirement on or after October 1, 1973, as provided in this article, he shall be paid a straight life retirement allowance or he may elect to be paid his retirement allowance under an optional form of payment provided in Section 2-221 or 2-223 in lieu of a straight life retirement allowance.

- (a) Hourly members. The amount of an hourly municipal service member's straight life retirement allowance shall be equal to one and seventy one-hundredths (1.70) per cent of an hourly municipal service member's final average compensation multiplied by his credited service effective for retirements on or after October 1, 2009.
- (b) Exempt and nonexempt salaried members. The amount of an exempt salaried municipal service member's straight life retirement allowance shall be equal to one and seventy one hundredths (1.70) per cent of an exempt salaried member's final average compensation multiplied by his credited service, effective January 1, 2006, and the amount of a nonexempt salaried municipal service member's straight life retirement allowance shall be equal to one and sixty-five one hundredths (1.65) per cent of a nonexempt salaried member's final average compensation multiplied by his credited service, effective January 1, 2006.
- (c) Computation of retirement allowance. Notwithstanding anything elsewhere in this section to the contrary, any hourly member who shall become an exempt or nonexempt salaried member after June 1, 1983, shall, unless an optional form of retirement allowance is elected as hereinabove provided for, have his straight life retirement allowance computed under subsection (b) above.

Section 2. Amendment to Section 2-207(b) by adding Subparagraph (17) and (18).

(b) The memberships of the retirement system, effective April 1, 1992, shall not include:

(17) Any municipal service employee hired after September 30, 2006.

(18) Any municipal service employee hired before October 1, 2006 who voluntarily elected to leave membership of the retirement system.

Section 3. Severability

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

Section 4. Effective date

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

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

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

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

CERTIFICATE

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

Dated _____, 2012

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

First Reading

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND
CHAPTER 4 OF THE CODE OF ORDINANCES
OF THE CITY OF WYANDOTTE

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Repeal of the Current Chapter 4 entitled "Animals and Fowl".

The City hereby repeals its current Chapter 4 entitled "Animals and Fowl".

Section 2. Adoption of Chapter 4 entitled "Downriver Central Animal Control Agency Ordinance"

CHAPTER 4 Downriver Central Animal Control Agency Ordinance

DIVISION 1

Sec. 4.01 - Preamble

The City, as a member of the Downriver Central Animal Control Agency (DCACA) through adoption of an interlocal agreement, deeming it advisable in the interest of protecting the public health and safety and welfare and to regulate and control the conduct, keeping and care animals, does hereby adopt the following revised animal control ordinance which is to be enforced by the Animal Control Officer's/Employee's of the Downriver Central Animal Control Agency, under the direction of the Chief Animal Control Officer. This Ordinance shall be known as the Downriver Central Animal Control Agency Ordinance.

Sec. 4.02 - Definitions

(a) "Abandonment" means leaving an animal unattended for more than 24 hours, releasing the animal upon public highways or public or private lands, or failure to provide proper or adequate food, water, exercise, shelter or medical care.

(b) "Animal" means a mammal, bird, fish, reptile, ferret, snake, turtle, horse, mollusk, crustacean, or any other vertebrate other than a human being.

(c) "Animal Control Officer" means any person employed by member cities for the purpose of enforcing this Ordinance or state statutes pertaining to animals, and all persons and deputies employed to act in the same or a similar manner.

(d) "Animal Control Shelter" means a facility designated or recognized by the Downriver Central Animal Control Agency, County or State of Michigan for the purpose of impounding and/or caring for animals, including a contract service provider, such as a local animal protection shelter, which may include a humane society.

(e) "At Large" means, except when hunting, an animal which is not on the premises of the owner and not under the control of a person either by leash, cord, chain, or otherwise.

(f) "Chief Animal Control Officer" means the person employed by the member cities for the purpose of enforcing this ordinance or state statutes pertaining to animals who is responsible for the supervision of the Animal Control Officer's/Employee's and maintaining all required records.

(g) "*Continuous Barking*" means barking, howling, or yelping for a period of time which disturbs the peace and quiet of the neighborhood.

(h) "*Dangerous Animal*" means any animal, which bites or attacks a person or an animal but does not include the following:

(1) An animal that bites or attacks a person or animal that is trespassing on the property of the animal's owner; or

(2) An animal that bites or attacks a person or animal as a result of being provoked, tormented, tortured, or receiving cruel treatment by that person or animal; or

(3) An animal that is responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in lawful activity or is the subject of an assault or battery, or to protect itself or another animal;

(i) "*Dog*" means any member of the species "*Canis Familiaries*."

(j) "*Domesticated Companion Animal*" means an animal that has traditionally, through a long association with humans, lived in a state of dependence upon humans or has been traditionally kept as a household pet, including but not limited to: dogs, cats, hamsters, gerbils, ferrets, mice, rabbits, parakeets, parrots, cockatiels, cockatoos, canaries, love birds, finches and tropical fish.

(k) "*Enclosure*" means secure confinement indoors or secure confinement in a locked pen, a structure with secure sides, top and bottom, or a yard which is suitable to prevent the entry of young children, and is designed to prevent the dog or animal from escaping from the owner's property.

(l) "*Hunting*" means allowing a dog to range freely within the sight or sound of its owner while in the course of pursuing legal game.

(m) "*Kennel*" means any establishment, except a pet shop, animal protection shelter, or licensed pound, where animals are kept for sale, boarding, breeding, training, or sporting purposes for remuneration.

(n) "*Member Cities*" means Allen Park, Southgate, and Wyandotte and any city which may join the DCACA in the future.

(o) "*Neglect*" means failure to comply with the minimum requirements for animal care set forth in this Ordinance.

(p) "*Owner*" means any adult person who owns or resides on the property where the animal lives, every person having a right of property in the animal, an authorized agent of the person having a right, every person who has an apparent authority to have a right of property in the animal, every person who keeps or harbors the animal or has it in his care, custody or control.

(q) "*Person*" means any adult individual, corporation, society, co-partnership, limited partnership, limited liability company, association, or any other entity.

(r) "*Provoke*" means to perform an act or omission that an ordinary and reasonable person would conclude is likely to precipitate a bite or attack by an animal.

(s) "*Quarantine*" means a state of enforced isolation; to detain in or exclude by quarantine, to isolate from normal relations or communication. An animal that has bitten shall be kept in quarantine at the Animal Shelter or can be approved for Home quarantine, per the decision of the Animal Control Officer or his designee.

(t) "*Rabid Suspected Animal*" means any animal which shows symptoms suggestive of rabies.

(u) "*Serious injury*" means permanent, serious disfigurement, serious impairment of health, or serious impairment of a bodily function of a person. Any dog bite requiring stitches to the victim (person or animal) is prima facie evidence of a serious injury.

(v) "Shelter" means adequate protection from the elements and weather conditions suitable for the age, species, and physical condition of the animal so as to maintain the animal in a state of good health. Shelter, for livestock, includes structures or natural features such as trees or topography. Shelter, for a dog, includes 1 or more of the following:

- (1) The residence of the dog's owner or other individual.
- (2) A doghouse that is an enclosed structure with a roof and of appropriate dimensions for the breed and size of the dog. The doghouse shall have dry bedding when the outdoor temperature is or is predicted to drop below freezing.
- (3) A structure, including a garage, barn, or shed, that is sufficiently insulated and ventilated to protect the dog from exposure to extreme temperatures or, if not sufficiently insulated and ventilated, contains a doghouse as provided under number (2) that is accessible to the dog.

(w) "Suitable leash" means both (1) that the dog is attached to a leash that is not more than ten (10) feet in length (provided the dog has not been determined to be "potentially dangerous") and of such material that the leash is capable of restraining, and does restrain the type and size of dog to which it is attached; and (2) that such a leash is continuously held by a person who is reasonably able to and does restrain and prohibit the dog from being out of the person's physical control. A leashed dog that chases a person or domesticated animal a greater distance than ten (10) feet, or that bites a person or domesticated animal constitutes prima facie evidence that such dog is not kept on a suitable leash.

(x) "Torment" means an act or omission that causes unjustifiable pain, suffering, and distress to a dog or animal, or causes mental and emotional anguish in the dog or animal as evidenced by its altered behavior, for a purpose such as sadistic pleasure, coercion, or punishment that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack.

Sec. 4.03 - Licensing

All dogs and cats must be licensed with the City of Wyandotte. The annual fee is Ten (\$10) Dollars which covers January 1 through December 31. If the license is issued by a licensed veterinarian in the City of Wyandotte, the fee will be divided equally between the City and the veterinarian.

- (a) Application for a license shall be made to the DCACA, animal control officer, police department, records bureau, city clerk or to any licensed veterinarian having a business establishment within the city and shall state the breed, sex, age, color and marking of the animal and the name and address of the applicant. The application shall be accompanied by a certificate of a licensed veterinarian showing that the animal has been vaccinated against rabies. Any application made to the city clerk or to any licensed veterinarian as described herein shall be forthwith forwarded to the DCACA or the Wyandotte Police Department for retention and reference information.

Sec. 4.04 - Chief Animal Control Officer Duties, Authority, and Responsibilities

- (a) Requirements: A Chief Animal Control Officer shall be hired by the Downriver Central Animal Control Agency and shall serve as the head of the Animal Control Officer's/Employee's;

provided, however, that the Chief Animal Control Officer and all Animal Control Officers shall have and meet the minimum requirements contained in MCL 287.289b.

(b) Duties and Authority: The Chief Animal Control Officer and his/her designees shall have the following duties and authority:

(1) The Chief Animal Control Officer is authorized to investigate any complaints of violations of this ordinance or state laws regarding animals.

(2) The Chief Animal Control Officer may promptly seize, take up and place in the animal shelter, or contracted services provider, including a state licensed humane society, animals being kept or harbored or found running at large any place within Downriver Central Animal Control Agency contrary to the provisions of this Ordinance or the statutes of the State.

(3) The Chief Animal Control Officer and his/her designees shall be properly certified with the State of Michigan as required in Section 29b of 339, P.A of 1919 as amended (The Dog Law). They shall have the legal authority and duty to issue appearance tickets, citations or summonses to those persons acting contrary to the provisions of this Ordinance or state laws relating to animals.

(4) The Chief Animal Control Officer or a duly recognized service provider under contract with Downriver Central Animal Control Agency may, under the guidelines for holding periods and notification set forth in state statutes, dispose of impounded animals which are not claimed by the legal owner, by one of the following methods:

(i) adoption by an individual person who meets adoption criteria for the animal; or

(ii) humane euthanasia under MCL 287.279(a); or

(iii) release to a duly recognized service provider to Downriver Central Animal Control Agency such as a licensed humane society, animal protection shelter or an approved 503-C Rescue group. Note: The state guidelines for holding periods do not apply to animals that are sick or injured to the extent that the holding period would cause the animal to suffer. This section also does not apply to any animal that is voluntarily signed over to the Animal Control Shelter by its owner. In both of these cases no minimum holding period is required before disposing of the animal.

(5) The Chief Animal Control Officer and his/her designees shall maintain a record of when the animal was acquired, under what circumstances, copies of any required notices and the disposition of the animal. Regulations regarding the adoption of animals and boarding and other charges shall be posted in a conspicuous place at the animal control shelter.

(6) The Chief Animal Control Officer and his/her designees shall dispose of the bodies of all animals destroyed at the animal control shelter or elsewhere in Downriver Central Animal Control Agency in a manner approved by the State of Michigan.

(7) The Chief Animal Control Officer and his/her designees shall promptly investigate all animal bite cases involving human injury and shall search out and attempt to discover the animal involved. If the Chief Animal Control Officer finds the animal responsible for the bite, he or she shall quarantine the animal for examination for disease in accordance with the applicable provisions of this Ordinance and the statutes of the State. The Chief Animal Control Officer shall also seize and impound any rabies-suspected animal and cause the Animal to be quarantined for examination.

(8) The Chief Animal Control Officer and his/her designees shall make efforts to locate and determine the number of all unlicensed dogs (or other animals required to be licensed) in the Downriver Central Animal Control Agency.

(9) The Chief Animal Control Officer and his/her designees shall have the duty to inspect any kennel, a license for which has been issued , and shall have the duty to suspend the license if conditions exist which are unhealthy or inhumane to the animals kept in the kennel, pending correction of such conditions; and further shall have the duty to revoke the license if such conditions are not corrected within a reasonable period of time.

(10) The Chief Animal Control Officer and his/her designees shall have the duty to investigate complaints of animals alleged to be treated cruelly or kept in violation of this ordinance, and may seek a court order to seize, take up and impound any animal that has been subject to such cruelty, abandonment or neglect.

(11) The Chief Animal Control Officer and his/her designees shall have such other duties relating to the enforcement of this Ordinance as the Police Chief may from time to time provide.

Enforcement of Ordinance: The Chief Animal Control Officer in enforcing the provisions of this Ordinance and the statutes of the State pertaining to animals may make complaints to the City Prosecuting Attorney and to the District Court in regard to any violations of this Ordinance. It shall be unlawful for any person to interfere or hinder any animal control officers in the performance of their duties.

Impounding, Redeeming and Adoption of Animals: The Chief Animal Control Officer and his/her designees may humanely seize and impound at the Animal Control Shelter any Domesticated Companion Animal or livestock found running at large. If the animal is non-vicious or non-dangerous and its owner can be ascertained and is available, the Chief Animal Control Officer may return the Animal to its owner, and may cite the owner of the animal for any violation that has occurred. The Chief Animal Control Officer may also seize and impound any Animal that is, within his or her reasonable discretion, subject to abuse, cruelty, abandonment or neglect, by the quickest and most reasonable means available and may cite the owner with a violation of this Ordinance and/or applicable state laws.

- (1) Notification of Owner. Immediately after impounding an animal, if the owner of the animal can be identified by collar, license, tag, or by other means, the Chief Animal Control Officer shall notify the owner about the animal's impoundment by first class mail or telephone. The Chief Animal Control Officer shall inform the owner of the steps necessary to regain custody of the animal. The Chief Animal Control Officer or a duly recognized service provider under contract with Downriver Central Animal Control Agency or the DCACA may dispose of impounded animals which are not claimed within the state statutory holding periods in a manner set forth by the terms of this ordinance.
- (2) Redeeming Impounded Animals. An owner may redeem an animal from impoundment by executing a sworn statement of ownership, furnishing a license and tag, and paying all expenses associated with the seizure and impoundment of the animal. The Chief Animal Control Officer shall not knowingly release any

impounded animal to an owner who has been convicted of animal cruelty, abandonment, neglect or other related criminal violations of State law or of this Ordinance without a Court Order.

- (3) Impoundment by Citizens. Any citizen shall immediately contact Downriver Central Animal Control Agency and County Animal Control with a description of the animal and location where found and must turn over the animal to Animal Control. Animal Control may allow the animal to remain with the citizen if an owner is located or known. It shall be unlawful for any person to refuse to deliver any lost/stray animal in their possession to an animal control officer upon request.
- (4) Adoption of Impounded Animals.
 - (A) A person who wishes to adopt an impounded animal that has not been redeemed by its owner must sign an adoption agreement that contains a sworn statement that he or she will own and keep the animal in accordance with the terms of this Ordinance and State laws.
 - (B) If the animal has not been sterilized, the sworn statement must also provide that the adopted animal will be sterilized in accordance with Michigan State law MCL PA 287 of 1919.
 - (C) The sworn statement must also provide that the animal will not be used for fighting or other illegal activity and will not be subjected to, sold, or otherwise used for medical or other testing or experimentation.
 - (D) Any person adopting an impounded animal must pay shelter, boarding and other charges associated with the seizure and impoundment of the animal prior to the release of the animal. Such charges shall be posted conspicuously at the Animal Control Shelter. Any subsequent failure to follow any of the terms of the adoption agreement shall be a violation of this ordinance.
 - (E) The Chief Animal Control Officer shall not knowingly adopt an animal to a person who has been convicted of animal cruelty, abandonment, neglect or other related criminal violations of state law or of this ordinance without a court order. The Chief Animal Control Officer may decline to adopt an animal if other circumstances exist, which, in the opinion of the Chief Animal Control Officer would endanger the health, safety, or welfare of people or animals.

(c) Quarantine of Animal

(1) The owner of any Domesticated Companion Animal that bites a person or other animal shall immediately quarantine the biting animal for a minimum of ten (10) days at the Downriver Central Animal Shelter or may be approved for Home Quarantine which is at the sole discretion of the Animal Control Officer. If the Owner of the biting Animal fails to surrender the animal, or if the Owner of the biting animal cannot be identified or found, then the Chief Animal Control Officer may take possession of the Domesticated Companion Animal and quarantine it at the Animal Control Shelter or Animal Protection Shelter until the expiration of the ten (10) day period. The Owner shall be responsible for all expenses incurred for the quarantine. At the expiration of the ten (10) day period, if the Owner shows

satisfactory evidence that the Domesticated Companion Animal is not suffering from rabies, and pays the requisite expenses, the Chief Animal Control Officer shall release the Domesticated Companion Animal to its Owner. Any violation of the Home Quarantine agreement or failure to bring the animal to the Animal Shelter or Veterinarian in the required time is in violation of this ordinance. The Chief Animal Control Officer may immediately humanely destroy the Domesticated Companion Animal that has bitten if the Animal is determined by a veterinarian to be suffering from rabies or upon request of the owner. In such cases, following the humane destruction of the Domesticated Companion Animal, the Chief Animal Control Officer shall immediately send a sample specimen to the Michigan Department of Public Virology Laboratory in Lansing, Michigan.

(2) Animals That Are Not Domesticated. If an animal that is not domesticated bites a person or other animal, and there is no identifiable owner, then the Chief Animal Control Officer shall if possible, humanely confine for quarantine and/or destroy the animal and immediately send the animal or sample specimen to the Michigan Department of Public Health Virology Laboratory in Lansing, Michigan.

- (d) Dead Animals: It shall be unlawful for an owner or caregiver, or person possessing an animal to do any of the following:
- (1) To allow the carcass of a dead animal to be left unattended and not properly disposed of.
 - (2) To put any dead animal or part of the carcass of any dead animal, into any lake, sewer, river, creek, pond, roadway, street, alley, lane, or lot or any other area not designed for said purpose.

Sec. 4.05 - Animal Care

- (a) Standards
- (1) Adequate Care. Every owner or caregiver of an animal shall be required to provide the animal with the minimum standard of care set forth in this Ordinance, which means the provision of sufficient food, water, shelter, sanitary conditions, exercise, and veterinary medical attention in order to maintain an animal in a state of good health.
 - (2) Food and Water. Every owner or caregiver of an animal shall provide, on a daily basis, the animal with sufficient good and wholesome food and (potable) water.
 - (3) Cleanliness. Every owner or caregiver of animals shall keep all animals in a clean, sanitary and healthy manner and not confined so as to be forced to stand, sit or lie in their own excrement.
 - (4) Shelter. Every owner or caregiver of animals shall provide all animals with a proper shelter.
 - (5) Veterinary Care. The owner or caregiver of a diseased or injured animal shall provide the animal with appropriate veterinary (medical) care and shall segregate the diseased animal from other animals to prevent transmittal of disease.
 - (6) Abuse. No person shall beat, cruelly treat, improperly tether, torment, overload, overwork or otherwise abuse an animal.

- (7) Abandonment and Neglect. No owner or caregiver of an animal shall abandon or neglect any animal. An animal is deemed abandoned and/or neglected if the owner or caregiver fails to properly maintain the animal.
- (8) Poison. No person shall expose any known poisonous substance, whether mixed with food or not, so that the poisonous substance may be eaten by any animal, provided that it shall not be unlawful for a person to expose on his or her property common rat poison mixed only with vegetable substances.
- (9) Disfigurement. No person, except a licensed veterinarian, shall crop an animal's ears or dock an animal's tail.
- (10) Housing Conditions for Multi-Animal Housing.
 - (A) Housing facilities for animals shall be structurally sound and shall be maintained in good repair, to protect the animals from illness or injury, to contain the animals, and to restrict the entrance of other animals.
 - (B) Every building or enclosure where animals are maintained shall be constructed of material that can be easily cleaned and shall be kept in a clean and sanitary condition. The building shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required, according to the physical needs of the animals, with sufficient light to allow observation of animals and sanitation.
 - (C) All animal rooms, cages, kennels, and runs shall be of sufficient size to provide all animals with adequate room for exercise and general proper accommodations.
 - (D) All animal rooms, cages, kennels, and runs shall provide all animals with proper shelter and protection from the weather at all times, including, but not limited to, a minimum of a roofed, three-sided structure of suitable size. All animals must be provided with an area protected from the elements so as to provide a dry, clean area for the animals to rest.
 - (E) No person shall fail to provide an animal with adequate shelter.
- (11) Other Conditions. No animal shall be left without proper attention and care for more than 24 consecutive hours.

Sec. 4.06 - Additional Violations

(a) **Animals at Large:** It shall be unlawful for the owner, or any other person having the possession, care, custody or control thereof, to permit any animal to run at large upon the public streets, walks, parks, or other public places within the city, unless such animal is attached to a suitable leash of sufficient strength to restrain such animal in such manner as to be kept under the control of the person accompanying it. It shall further be unlawful for the owner, or any other person having the possession, care, custody or control thereof, to permit any animal to go upon any private property within the city, without the permission of the owner or occupant of such private property.

(b) **Bite**

- (1) If an animal bites a person or another animal, that was not provoked, the bite will be assessed to determine severity. If it is a minor bite: single, shallow puncture wound or a single wound plus scrapes and bruises, requiring minimal or no doctor's treatment, the owner shall pay a minimum fine of one hundred dollars (\$100.00). If it is a moderate bite: single deep puncture wound, multiple shallow puncture wounds, requiring medical care, the owner shall pay a minimum fine of two hundred and fifty dollars (\$250.00). If it is a serious bite: multiple deep puncture wounds, or requiring stitches, or loss of tissue or facial bites or requiring hospitalization, the owner shall pay a minimum fine of five hundred dollars (\$500.00).
- (c) **Living on property.** It shall be unlawful for the owner of a dog to permit said animal to be restrained on property where no responsible person is residing. The exception to this section is when a dog is being used as a guard dog at a facility that is occupied during normal business hours.
- (d) **Vehicles.** No person shall transport or leave any animal in a vehicle in such a way as to endanger the animal's health, safety or welfare, including but not limited to dangerous temperatures, lack of air, food, water, or proper care.
- (e) **Barking Dog.** No owner of a dog shall permit continuous barking which disturbs another person.
- (f) **Leash law.** No dog, cat or other pets shall be permitted in any public park or land without said animal being restrained on a suitable leash. A waste bag or suitable container must be on said person to pick up deposited animal waste and deposit it immediately in a trash receptacle.
- (g) **Disposal of Animal Waste**
- (1) Any person owning or having charge, control, care and/or custody of any animal shall maintain in a sanitary manner the structure or enclosure or yard within which such animal is kept. Excreta shall be removed from the structure or enclosure on a daily basis and deposited in a sanitary manner into a proper receptacle.
- (2) Any person running or walking or having charge, control and/or custody of any animal shall immediately remove and dispose of, in a sanitary manner, any excreta deposited by said animal on the private property of another or on any public walk, street, grassy area, recreational area or other Municipally-owned or controlled property.
- (3) No person owning or having control of property within the City shall accumulate excreta or permit excreta to lie on said property for any reason, regardless of its source.

(h) **Health Hazard or nuisance created by animal**

It shall be unlawful for the owner, or any other person having the possession, care, custody or control of any animal to own, possess, harbor, shelter or keep any kind of animal that unreasonably annoys humans, endangers the life or health of another animals or person, substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property or that creates a public nuisance. The term "public nuisance animal" shall mean and include, but is not limited to, any animal that:

- (1) Causes fouling of the air by odor and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (2) Causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored; or
- (3) Is offensive or dangerous to the public health, safety, or welfare by virtue of the number and/or types of animals maintained.
- (4) Allow for or permit to be allowed the continuous barking of a dog.

Sec. 4.07 - Dangerous Dogs and Potentially Dangerous Dogs

- (a) *Purpose and intent.* It is the intent of the City to protect the health and safety of the public against the risks that dangerous and potentially dangerous dogs pose to persons and other animals in the city. Further, it is the intent of the City to afford dog owners due process when the owner's animal is classified as a dangerous or potentially dangerous dog.
- (b) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings respectively ascribed to them below:

Dangerous dog means a dog that bites or attacks a person or causes a serious injury to a person or domestic animal, or a dog that bites or attacks and causes serious injury or death to another dog or domestic animal while the other dog or domestic animal is on the property or under the control of its owner. However, a dangerous dog does not include any of the following:

- (1) A dog that bites or attacks a person who is knowingly trespassing on the property of the dog's owner;
- (2) A dog that bites or attacks a person who provokes or torments the dog; or
- (3) A dog that is responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.

Potentially dangerous dog means a dog that poses a threat to public safety as demonstrated by any of the following behaviors:

- (1) Causing an injury to a person or domestic animal that is less severe than a serious injury;
- (2) Without provocation, chasing or menacing a person or domestic animal in an aggressive manner; or

- (3) Running at large and picked up or impounded by an animal control agency three (3) or more times within any twelve-month period.
- (c) *Determination of a potentially dangerous dog.*
- (1) Upon receipt of a complaint and after conducting an investigation, the animal control officer is authorized to make a determination whether a dog is a potentially dangerous based upon the factors listed in subsection (b) [under the definition of "potentially dangerous dog"] and shall present findings and a recommendation to the prosecuting attorney for the city requesting issuance of a summons and complaint if he determines the dog to be potentially dangerous.
 - (2) Upon a sworn complaint that a dog is potentially dangerous and the dog has met any of the behavioral criteria listed in subsection (b), a district court shall issue a summons to the owner ordering him or her to appear to show cause why the owner should not be required to comply with the following:
 - (A) Register the dog with DCACA as a potentially dangerous dog and pay a registration fee of seventy-five dollars (\$75.00) annually.
 - (B) Maintain the dog at all times in a proper enclosure.
 - (C) Post the premises where the dog is kept with a clearly visible sign warning that the dog on the premises is potentially dangerous to others. The lettering on the sign shall be visible for a distance of forty (40) feet or more.
 - (D) Must have affixed on collar at all times on animal a Dangerous Dog Tag obtained at the DCACA Animal Shelter.
- (3) Upon the filing of a sworn complaint, the court or magistrate shall order the owner to immediately turn the dog over to the DCACA, an incorporated humane society, a licensed veterinarian, or a boarding kennel, at the owner's option, to be retained by them until a hearing is held and a decision is made for the disposition of the dog. The owner shall notify the person who retains the dog under this section of the complaint and order. The expense of the boarding and retention of the dog is to be borne by the owner. The dog may not be returned to the owner until it has a current rabies vaccination, a license as required by ordinance, and upon order of the court that the dog should be returned.
- (A) After a hearing, the magistrate or court shall order compliance with the following provisions if it is determined that the dog is potentially dangerous:
 - (1) Register the dog with DCACA as a potentially dangerous dog and pay a registration fee of seventy-five dollars (\$75.00) annually.
 - (2) Maintain the dog at all times in a proper enclosure.
 - (3) Post the premises where the dog is kept with a clearly visible sign warning that the dog on the premises is potentially dangerous to others. The lettering on the sign shall be visible for a distance of forty (40) feet or more.
 - (4) Must wear a dangerous dog tag, available at the DCACA Shelter, on collar at all times.

(4) Responsibilities of owner. If the dog is found to be a potentially dangerous dog, it shall be a violation to:

- (A) Keep a potentially dangerous dog without a valid certificate of registration required by this section.
- (B) Permit a potentially dangerous dog to be outside a proper enclosure unless the potentially dangerous dog is under the control of a responsible person and restrained by a chain or leash, not exceeding four (4) feet in length.
- (C) Fail to notify the DCACA or police department immediately if the potentially dangerous dog is on the loose, is unconfined, has attacked another domestic animal, has attacked a human being, has died, has been sold, or has been given away. If the potentially dangerous dog has been sold or given away, the owner shall also provide the animal control officer with the name, address, and telephone number of the new owner of the potentially dangerous dog.
- (D) Fail to surrender the potentially dangerous dog to the animal control officer for safe confinement pending a disposition of the case when there is a reason to believe that the potentially dangerous dog possess a threat to public safety; or failure to comply with any special security or care requirements for a potentially dangerous dog that the animal control officer may determine is necessary for public safety.

(d) *Determination of a dangerous dog.*

- (1) Upon receipt of a complaint and after conducting an investigation, the animal control officer is authorized to make a determination whether a dog is dangerous based upon the factors listed in subsection (b) [under the definition of "dangerous dog"] and shall present findings and a recommendation to the prosecuting attorney for the city requesting issuance of a summons and complaint if he determines the dog to be dangerous.
- (2) Upon a sworn complaint that a dog is dangerous and the dog has caused serious injury or death to a person or has caused serious injury or death to an animal, a district court shall issue a summons to the owner ordering him or her to appear to show cause why the animal should not be destroyed.
- (3) Upon the filing of a sworn complaint as provided in subsection, a record of the location of the dog, once it is determined, shall be placed on record with the court of jurisdiction (b), the court or magistrate shall order the owner to immediately turn the dog over to the DCACA, an incorporated humane society, a licensed veterinarian, or a boarding kennel, at the owner's option, to be retained by them until a hearing is held and a decision is made for the disposition of the dog. The owner shall notify the person who retains the dog under this section of the complaint and order. The expense of the boarding and retention of the dog is to be borne by the owner. The dog may not be returned to the owner until it has a current rabies vaccination, a license as required by ordinance, and upon order of the court that the dog should be returned.
- (4) After a hearing, the magistrate or court shall order the destruction of the dog, at the expense of the owner, if the dog is found to be a dangerous dog that caused

serious injury or death to a person or animal. After a hearing, the court may order the destruction of the dog, at the expense of the owner, if the court finds the dog is a dangerous animal that did not cause serious injury or death to a person but is likely in the future to cause serious injury or death to a person or in the past has been adjudicated a dangerous dog.

- (5) If the court or magistrate finds that a dog is a dangerous dog but has not caused serious injury or death to a person or animal (and does not order destruction of the dog as set forth above), the court or magistrate shall order the owner of that dog to do one (1) or more of the following:
- (A) If the dog that has been found to be dangerous dog is of the *canis familiaris* species, have an identification number tattooed upon the animal or inject a microchip, at the owner's expense, by or under the supervision of a licensed veterinarian. The identification number shall be assigned to the dog by the Michigan Department of Agriculture and shall be noted in its records pursuant to Act No. 309 of the Public Acts of 1919, being MCL §§ 287.301 to 287.308. The identification number shall be tattooed on the upper inner left rear thigh of the animal by means of indelible or permanent ink.
 - (B) Take specific steps, such as escape proof fencing or enclosure, including a top or roof, to ensure that the animal cannot escape or non-authorized individuals cannot enter the premises.
 - (C) Have the animal sterilized.
 - (D) Obtain and maintain liability insurance coverage sufficient to protect the public from any damage or harm caused by the dog.
 - (E) Take any other action appropriate to protect the public.
 - (F) Must have affixed on dogs collar at all times a dangerous dog tag obtained at the DCACA Animal Shelter.
- (6) If the court after a hearing determines the dog is not dangerous, but determines the dog is a potentially dangerous dog, then the provisions of this section concerning a potentially dangerous dog shall apply.

- (e) *Transfer of ownership or possession.* Upon the transfer of ownership or possession of any dangerous dog or potentially dangerous dog, the transferor shall immediately provide DCACA and the police chief with the name, address and telephone numbers of the new owner of the dog and the effective date of the transfer. Any transferee of a dangerous dog or potentially dangerous dog shall be presumed to have notice of the dog's classifications as such.
- (f) *Removal of potentially dangerous dog classification.* The owner of a dog that has been determined to be a potentially dangerous dog shall be given the opportunity to request that the classification of the dog as a potentially dangerous dog should be reconsidered and removed, which request may be granted by the district court or animal control officer, as applicable, if the owner demonstrates that the dog has been incident free for two (2) years, the dog and owner have successfully completed obedience training, the dog has been issued and maintained a canine good citizenship certificate by a certified tester pursuant to the standards of the American Kennel Club, and the owner has

complied in all respects with the provisions of this chapter of the code and any applicable court orders.

Sec. 4.08 - Penalty

A violation of any of the above sections is a municipal civil infraction and subjects the responsible party to a civil fine of not less than twenty-five dollars (\$25.00) and not more than five hundred dollars (\$500.00) and all other sanctions permitted by law for a municipal civil infraction. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

DIVISION 2

Sec. 4.15. - General prohibition against keeping.

It shall be unlawful for any person to keep, within five hundred (500) feet of any dwelling, street, alley or public place, any animal, bird or fowl except pigeons and such animals or birds as are commonly kept or housed as household pets.

Sec. 4.16. - Goats and swine prohibited.

It shall be unlawful for any person to keep live goats or swine on any premises within the city.

Sec. 4.17. - Pigeons.

It shall be unlawful for any person who owns, keeps, cares for or controls any pigeons:

- (1) To allow them to perch or linger on the buildings or property of others, or to allow them to become a nuisance to the buildings or properties of others in the vicinity;
- (2) To breed, keep or care for pigeons for commercial or market purposes;
- (3) To fail to maintain the places in which the pigeons are kept in a clean, sanitary and orderly manner and in a condition comparable to neighboring buildings;
- (4) To fail to place all scrapings and pigeon manure in a covered receptacle, which is to be kept in such manner as to prevent any malodorous or offensive condition to exist and to prevent any nuisance to arise therefrom;
- (5) To keep more than forty (40) pigeons;
- (6) To fail to summon and call the pigeons solely by inaudible means, such as by use of flags or a silent whistle.

Sec. 4.18. - Unauthorized feeding of pigeons and seagulls.

It shall be unlawful for any person to feed pigeons or seagulls in any manner anywhere within the City of Wyandotte. Any person who violates this provision is responsible for a municipal civil infraction and subject to a fine in an amount of five hundred dollars (\$500.00). This prohibition does not apply to pigeons kept in coops or cages.

Sec. 4.19. - Disturbing birds prohibited.

It shall be unlawful for any person to willfully injure, molest or disturb in any way any birds or the nest, eggs, young or brood of any such birds; provided, however, that the foregoing provision shall not apply to any birds declared by any law or ordinance to be "pests."

Sec. 4.20. - Coloring birds prohibited.

It shall be unlawful for any person to artificially color, spray or paint any bird or fowl or to sell, offer for sale, or otherwise dispose of any such colored bird or fowl.

Sec. 4.21. - Sale, display, etc., of baby rabbits, chicks, ducklings, etc.

(a) It shall be unlawful for any persons to sell, offer for sale, barter, or give away, any baby rabbit, baby chick or baby duckling, or other baby fowl or poultry, as a pet, novelty prize or premium, whether dyed, colored or otherwise artificially treated, or in their natural state.

(b) This section shall not prohibit the display or sale of baby rabbits, baby chicks, or baby ducklings, or other baby fowl or poultry, in proper hutches or brooder facilities, by hatcheries or stores engaged in the business of selling the same to be raised for commercial purposes.

Sec. 4.22. - Poisoning.

It shall be unlawful to throw or deposit poisoned meat, or any poison or harmful substances, in any street, alley or public place, or on any private premises within the city, for the purpose of destroying any dog, bird, fowl or other animal.

Sec. 4.23. - Limitation on number of animals.

(a) It shall be unlawful for any person or family to own, keep, or possess, harbor or shelter more than (i) two (2) dogs or, (ii) four (4) dogs, cats or ferrets in total combination provided that there shall be no more than two (2) dogs in said combination, which are four (4) months of age or older, within the corporation limits of the city except as provided in subparagraph (b) and (c) below.

(b) Notwithstanding the provisions set forth in subparagraph (a) above, a person or family owning, keeping, possessing, harboring or sheltering more than the allowed number of dogs, cats or ferrets allowed for in this chapter which are four (4) months of age or older within the corporation limits of the city prior to October 15, 1993 shall be allowed to own, keep or possess said animals in excess of the allowed number until said animals die or ownership is transferred, provided that application was made to the Wyandotte animal control officer no later than November 15, 1993 with proper paperwork evidencing that all of said animals are legally licensed by the city and have all of their appropriate shots and are not creating a health hazard or nuisance as set forth in any of the City ordinances.

(c) The provisions of this section shall not apply to any licensed veterinary doctor or technician specializing in the medical treatment or medical observation of dogs and other animals in the city.

Sec. 4.24. - Animal kennels prohibited.

No person shall establish or maintain any kennel on any property owned, leased or occupied by him or her in the city, except this provision shall not apply to any licensed veterinary doctor or technician specializing in the medical treatment or medical observation of animals.

Sec. 4.25. - Penalty

A violation of any of the above sections is a municipal civil infraction and subjects the responsible party to a civil fine of not less than twenty-five dollars (\$25.00) and not more than five hundred dollars (\$500.00) and all other sanctions permitted by law for a municipal civil infraction. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Section 3. - Severability

If any part of this Ordinance shall be held unconstitutional or void, such part shall be deemed severable and its invalidity shall not affect the remaining parts of this Ordinance.

Section 4. - Repeal and Savings Clause

All Ordinances or parts of Ordinances inconsistent with this Ordinance are repealed to the extent they are in conflict with this Ordinance. However, any and all civil and criminal actions arising out of any Ordinance repealed by this Ordinance which are pending in a court of this State, or otherwise vested on the effective date of this Ordinance shall not abate and shall be saved and may proceed to conclusion pursuant to the terms of the repealed Ordinance.

Section 5. – Effective Date

This Ordinance takes effect fifteen (15) days from the date of its passage and a summary shall be published in a newspaper circulated in the City of Wyandotte within ten (10) days after the adoption.

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

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

Absent: _____

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

CERTIFICATE

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

Dated _____, 2012

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

First Reading

**City of Wyandotte
2013 Fiscal Year Budget Ordinance**

"AN ORDINANCE TO PROVIDE AND APPROPRIATE THE SEVERAL AMOUNTS REQUIRED TO DEFRAY THE EXPENDITURES AND LIABILITIES OF THE CITY OF WYANDOTTE FOR THE FISCAL YEAR BEGINNING THE FIRST MONDAY OF OCTOBER, 2012. THE SAME TO BE TERMED THE ANNUAL APPROPRIATION BILL FOR THE 2013 FISCAL YEAR."

THE CITY OF WYANDOTTE ORDAINS:

SECTION I - GENERAL FUND

There shall be raised by general tax for the fiscal year beginning October 1, 2012, and ending September 30, 2013, to be assessed, levied, and collected by tax on all taxable real and personal property in the City of Wyandotte, Michigan, the sum of \$9,381,577. In addition to the foregoing, it is estimated that state receipts, revenues, and moneys from sources other than current City taxes will be \$12,318,752, for a total of \$21,700,329 of General Fund Revenue.

Appropriation of funds is hereby made in the following categories of Funds and Accounts:

A.	General Fund:	
1.	Estimated Fund Balance - October 1, 2012	\$ 3,699,371
2.	Appropriations:	
a.	Legislative	135,121
b.	Judicial	996,328
c.	Financial Services/Administration	579,674
d.	Information Technology	116,300
e.	General Government	1,355,500
f.	Assessor	180,193
g.	City Clerk	262,118
h.	Treasurer	137,407
i.	Police & Civil Defense	4,846,130
j.	Downriver Central Dispatch	825,862
k.	Downriver Central Animal Control	147,750
l.	Fire	3,200,897
m.	Engineering & Building	2,451,140
n.	Public Works	2,968,634
o.	Recreation	458,094
p.	Swimming Pool	14,042
q.	Yack Arena	382,449
r.	Youth Assistance	43,946
s.	Historical Commission (Museum)	196,355
t.	City Commissions	35,807
u.	Retirement Contribution and OPEB	2,168,400
v.	Elections	45,885

SECTION II - SPECIAL REVENUE FUNDS

B.	Major Street Fund:		
1.	Estimated Fund Balance - October 1, 2012	\$	123,775
2.	Estimated Revenues:		
a.	State Revenue		1,098,247
b.	METRO Act Revenue		70,000
3.	Appropriations:		
a.	Reimbursement to General Fund		433,000
b.	Maintenance and Construction		505,000
c.	Transfer to Local Street Fund		274,562
C.	Local Street Fund:		
1.	Estimated Fund Balance - October 1, 2012	\$	68,012
2.	Estimated Revenues:		
a.	State Revenue		405,557
b.	Transfer from Major Street Fund		274,562
c.	Investment Earnings		100
3.	Appropriations:		
a.	Reimbursement to General Fund		433,000
b.	Maintenance and Construction		210,000
D.	Sidewalk/Alley Fund:		
1.	Estimated Fund Balance - October 1, 2012	\$	1,293,733
2.	Estimated Revenues:		
a.	Special Assessments		262,932
b.	Investment Earnings		1,500
3.	Appropriations:		
a.	Sidewalks		400,000
b.	Administration		100,000
E.	Drug Law Enforcement Fund:		
1.	Estimated Fund Balance - October 1, 2012	\$	138,827
2.	Estimated Revenues		29,500
3.	Appropriations:		
a.	Personnel		7,600
b.	Equipment - Drug Enforcement		55,000
c.	OWI & Omnibus		7,000
F.	Housing Rehabilitation Fund:		
1.	Estimated Fund Balance - October 1, 2012	\$	0
2.	Estimated Revenues		78,063
3.	Appropriations:		
a.	Building Rehabilitation		56,663
b.	Administration		21,400

G.	Urban Development Action Grant Fund:	
1.	Estimated Fund Balance - October 1, 2012	\$ 1,115,927
2.	Estimated Revenues	25,384
3.	Appropriations:	
a.	Capital Outlay	50,000
b.	Administration	15,000
H.	Special Events Fund:	
1.	Estimated Fund Balance - October 1, 2012	\$ 76,243
2.	Estimated Revenues:	
a.	Special Events	70,500
b.	Art Fair	173,400
3.	Appropriations:	
a.	Special Events	29,800
b.	Art Fair	155,000
c.	Holiday Celebrations	14,000
d.	Trolley/Show Mobile	23,000
e.	Administration	20,000
I.	Solid Waste Fund:	
1.	Estimated Fund Balance - October 1, 2012	\$ 1,244,852
2.	Estimated Revenues:	
a.	Rubbish Tags	3,500
b.	Taxes	1,195,037
c.	Dumpster Billings	213,000
d.	Investment Earnings	2,500
e.	Service Fees	78,000
3.	Appropriations:	
a.	Rubbish Collection	1,106,283
b.	Dumping/Compost Fees	312,114
c.	Recycling Fees	6,500
d.	Administration	275,000
e.	Household Hazardous Waste Program	2,500
f.	Capital Equipment	31,900
g.	Curbside Yard Waste	1,000
J.	Building Authority Improvement Fund:	
1.	Estimated Fund Balance - October 1, 2012	\$ 205,781
2.	Estimated Revenues:	
a.	Investment Earnings	750
3.	Appropriations:	
a.	Repairs/Improvements	300
b.	Administration/Other	20,000
K.	Drain Number Five Operation and Maintenance Fund:	
1.	Estimated Fund Balance - October 1, 2012	\$ 1,715,602
2.	Estimated Revenues	1,318,424

3.	Appropriations:	
a.	Wayne County Department of Public Works	922,326
b.	Capital Improvements	1,425,708
c.	Other	53,000
L.	Downtown Development Authority - TIF Fund:	
1.	Estimated Fund Balance - October 1, 2012	\$ 797,444
2.	Estimated Revenues:	
a.	Tax Capture	489,614
b.	Investment Earnings	1,000
c.	Other	8,200
3.	Appropriations:	
a.	Debt Service	49,431
b.	Eureka Viaduct Maintenance	15,000
c.	Streetscape Maintenance	2,000
d.	Promotions	30,000
e.	Administration	90,000
f.	Personnel	56,194
g.	Streetscape Contribution	54,932
h.	Beautification Commission	6,000
i.	Land Acquisition Program	59,010
j.	Masonic Temple Project	49,500
k.	Business Assistance Program	40,000
l.	Fort St. Sign/Fountain/Purple Heart	8,000
m.	Farmers Market	7,300
n.	Marketing	19,500
o.	Other	14,900
M.	Tax Increment Finance Authority - Consolidated Fund:	
1.	Estimated Fund Balance - October 1, 2012	\$ 2,256,127
2.	Estimated Revenues:	
a.	Tax Capture	2,257,799
b.	Other Operating Revenues	69,325
c.	Investment Earnings	5,000
3.	Appropriations:	
a.	Road Resurfacing	530,000
b.	Land Acquisition Program	730,000
c.	Property Maintenance/Taxes	100,000
d.	Infrastructure Improvements-Recreation	75,000
e.	Tree Maintenance	40,000
f.	Administration	275,000
g.	Debt Service	216,474
h.	Parking Lots	150,000
N.	Brownfield Redevelopment Authority Fund:	
1.	Estimated Retained Earnings - October 1, 2012	\$(1,322,360)
2.	Estimated Revenues:	
a.	Tax Capture	125,022
b.	Miscellaneous	79,091

3.	Appropriations:	
a.	Debt Service	62,327
b.	Administrative & Operating	58,639

SECTION III - ENTERPRISE FUNDS

O.	Sewage Disposal Fund:	
1.	Estimated Retained Earnings - October 1, 2012	\$13,857,173
2.	Estimated Revenues:	
a.	Customer Service Fees	4,162,262
b.	Investment Earnings	10,000
3.	Appropriations:	
a.	Infrastructure Replacement	240,500
b.	Administration	420,000
c.	Sewage Disposal Charges	1,822,756
d.	Depreciation	550,000
e.	Debt Service	1,292,511
f.	Other	142,000
P.	Municipal Golf Course Fund:	
1.	Estimated Retained Earnings - October 1, 2012	\$ (427)
2.	Estimated Revenues:	
a.	Green Fees	212,000
b.	Cart Rental	87,000
c.	Other Revenue	37,350
3.	Appropriations:	
a.	Personnel	116,532
b.	Course Maintenance	95,000
c.	Other Expenses	114,100
d.	Depreciation	102,590
Q.	Building Rental Fund:	
1.	Estimated Retained Earnings - October 1, 2012	\$ 2,568,621
2.	Estimated Revenues:	
a.	Rental Income	275,435
b.	Expense Reimbursements	168,350
3.	Appropriations:	
a.	Operation & Maintenance	170,137
b.	Utilities	152,500
c.	Property Taxes	145,000
d.	Depreciation	100,000

SECTION IV - INTERNAL SERVICE FUNDS

R.	Self Insurance/Worker's Compensation Fund:	
1.	Estimated Retained Earnings - October 1, 2012	\$ 7,138,431

2.	Estimated Revenues	28,000
3.	Appropriations:	
a.	Worker's Compensation	193,460
b.	Self Insurance Claims	100,000
c.	Other Expenses	41,877
d.	Operating Transfers	288,000

SECTION V - DEBT FUNDS

S.	Debt Service:	
1.	Estimated Fund Balance - October 1, 2012	\$ 22,212
2.	Estimated Revenues	1,301,312
3.	Appropriations:	
a.	Debt Service-DPS Building	624,000
b.	Debt Service-Police/Court	815,050
c.	Other	5,000

SECTION VI - CITY TAX RATES

Preliminary City Tax Rates were adopted on July 23, 2012, after the required notices were filed and Public Hearings held. The Rates were calculated in accordance with Michigan Compiled Law Section 211.34E and 211.34D. The calculated City Tax Rates are the minimum required to defray operating expenses for the fiscal year October 1, 2011, through September 30, 2012. The Rates are as follows:

1.	City Operating	\$13.8038/M Taxable Value
2.	Refuse Collection	\$ 2.5166/M Taxable Value
3.	Debt	\$ 2.5166/M Taxable Value
4.	Drain #5 Operation & Maintenance	\$ 3.4130/M Taxable Value

SECTION VII - ADOPTION

This ordinance is necessary for the immediate preservation of the public peace, property, health, safety and for the daily operation of all city departments. This ordinance shall take effect October 1, 2012, which represents the first Monday in October. On the question, "SHALL THIS ORDINANCE NOW PASS?", the following vote was recorded:

YEAS

Council Member

NAYS

_____	Browning	_____
_____	DeSana	_____
_____	Fricke	_____
_____	Galeski	_____
_____	Sabuda	_____
_____	Stec	_____

Absent: _____

CERTIFICATION

We, the undersigned, Joseph R. Peterson and William R. Griggs, respectfully, the Mayor and City Clerk of the City of Wyandotte, Michigan, do hereby certify that the foregoing ordinance was duly passed by the Council of the City of Wyandotte at a regular meeting, therefore, on September 17, 2012.

DATED: _____

Joseph R. Peterson, Mayor

William R. Griggs, City Clerk

Automatic Referral

August 29, 2012

Dear Honorable Joseph Peterson
and Members of the Wyandotte City Council:

We will honor Our Lady of Fatima's 95th Anniversary of Apparitions to the three shepherd children with a peaceful and prayerful Rosary Rally in Bishop Park on Saturday, October 13.

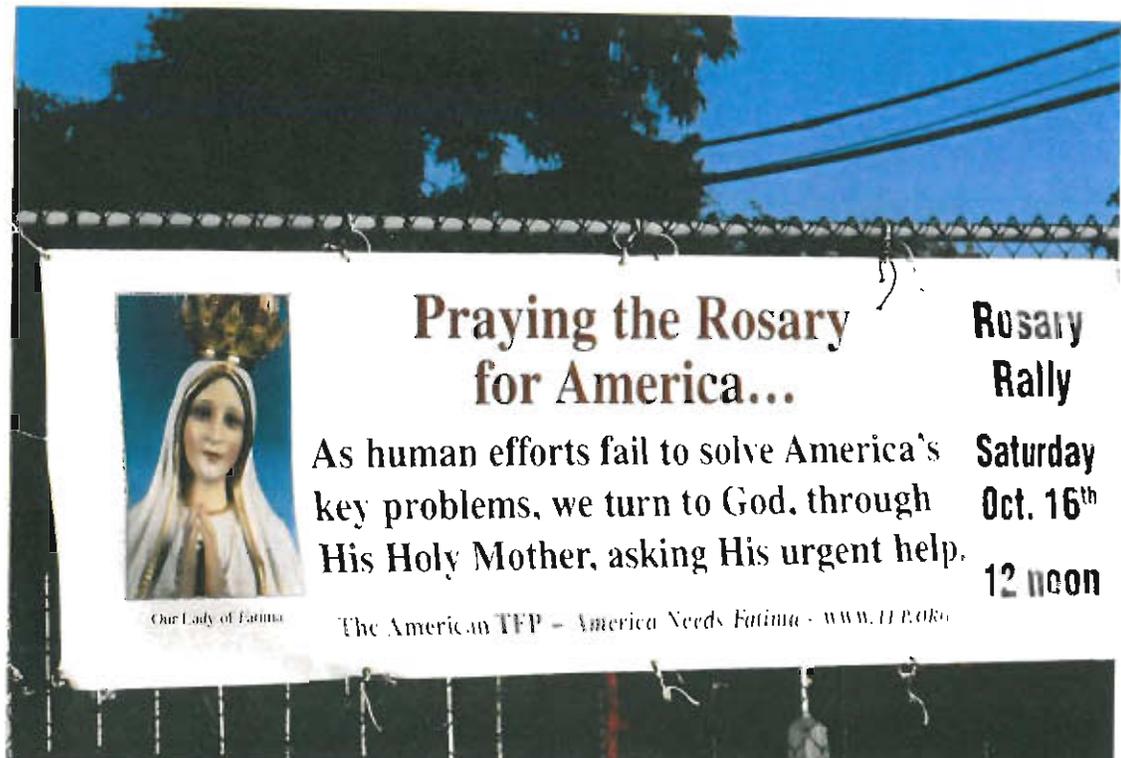
We had the Rosary Rally for three years in Bishop Park. It is a great place to unite as a family to honor Our Lady of Fatima in a public place. Last year you supported us in hanging a banner to announce the Rosary Rally. It would deeply be appreciated if we may have your permission to hang a banner on the cyclone fence located on the overpass on Eureka Road - West of Roosevelt High School. The banner will hang from Friday, October 5 to Monday, October 15. The banner is three feet by ten feet. I enclosed a flyer for the Rosary Rally being held on Saturday, October 13, 2012.

If you have questions or would like to meet with me please call 734-283-6682.

Sincerely,

Ray Allain

Banner
3' x 10'



**Praying the Rosary
for America...**

As human efforts fail to solve America's key problems, we turn to God, through His Holy Mother, asking His urgent help.

**Rosary
Rally
Saturday
Oct. 16th
12 noon**

Our Lady of Fatima

The American TFP - America Needs Fatima - www.tfp.org

*Our Lady of Fatima's
95th Anniversary of Apparitions
Rosary Rally*



~~~~~  
**Saturday, October 13, 2012**  
**12:00 (Noon)**  
**Bishop Park, Wyandotte**  
~~~~~

Please bring the following items with you:

Rosary

Lawn Chair

Bottled Water (for those taking medication)

The Rosary Rally may last 1 1/2 to 2 hours.

A Special Intention box will be on a table

near Our Lady of Fatima

Contact: Ray Allain 734-283-6682 for more information

www.ANF.org

Automatic Referral

LIFE CHAIN OF DOWNRIVER

1811 Superior Blvd.
Wyandotte, MI 48192
(734)283-9753
www.lifechain.net

August 16, 2012

Dear Mayors and City Councils,

The annual Life Chain, held each year on *Respect Life Sunday*, will be Sunday, October 7, 2012. The Life Chain is part of a nationwide lawful, prayerful, quiet Christian witness for life. We will be in Dearborn, Dearborn Heights, and the Downriver communities of Wyandotte, Southgate, Riverview, Lincoln Park, Trenton, Brownstown, Taylor, and New Boston. Please see the flier for detailed locations.

As in past years, participants will be standing on the public sidewalk right-of-way, being careful not to block driveways, along Fort Street, West Road, Telegraph, Gibraltar Road and Huron River Drive from 2:00 to 3:30 p.m.

Our signs will state simply: Abortion kills children, Pray to end abortion, Adoption: the loving option, Abortion hurts women, and Life: the first inalienable right.

We invite the mayor, council, and residents of your community to join us.

Sincerely,



Mrs. Deborah Bloomfield
Life-Chain Chairman
www.LifeChain.net

Enclosed: Life-Chain flier

LIFE CHAIN

Sunday, October 7, 2012

2:00 - 3:30 p.m.

DOWNRIVER & DEARBORN AREA FORT Street

Lincoln Park, Southgate, Wyandotte, Riverview

TELEGRAPH

Monroe, Brownstown, Taylor, Dearborn, and Dearborn Heights

Also: **GIBRALTAR ROAD** between Fort Street and Allen, **Brownstown**

HURON RIVER DRIVE at Sibley, **New Boston**

WEST ROAD at First Presbyterian (across from the High School), **Trenton**



- Stand up for LIFE from the moment of conception to the last natural breath.
- We are a lawful, prayerful, quiet Christian witness for LIFE.
- Bring your whole family! Be a light in a darkened world and help end abortion!
- Come with your church group or come on your own; Signs will be provided.
- Signs available on FORT Street near Southfield, Champaign, Goddard, Northline, Vinewood, Eureka, and Pennsylvania.
- Signs available on TELEGRAPH near King Road, Superior, Northline, Wick, Van Born & Cherry Hill.

ABORTION
KILLS
CHILDREN

LIFE: The First
INALIENABLE
RIGHT

PRAY
TO END
ABORTION

for contact info and more locations see: www.lifechain.net

OPEN HOUSE following the Life Chain from 3:30 - 5:00 p.m.

Right to Life Education Office, 2010 Eureka, Wyandotte (734)282-6100.

Please bring a gift or donation for the Crisis Pregnancy Center. (Formula and diapers are always needed!)

Please copy, post and distribute.

Reports
+
minutes

Wyandotte, Michigan August 27, 2012

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

ROLL CALL

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

Absent: Councilperson Stec

COMMUNICATIONS MISCELLANEOUS

Item #1 withdrawn from Agenda

August 23, 2012

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

Dear Mayor Peterson and Council Members:

The cluster parishes of St. Joseph and St. Patrick Catholic Churches would like to request the use of Bishop Park for our annual "Mass in the Park" on Saturday, September 8, 2012. We would be utilizing the grassy area close to the waterfront. Holy Mass would take place at 4:00 p.m., however, we will be arriving at approximately 2:30 p.m. to set up.

In addition to the use of the park, we are also requesting the following assistance

1. The use of two golf carts that afternoon to transport those who may need assistance from VanAlstyne to the area where Mass will be celebrated.
2. Assistance from the appropriate department to make sure the power in the dock area is turned on so we can utilize our PA system.

We are anticipating up to 400 people from not only our parish cluster, but Catholics from other surrounding parishes as well who enjoy celebrating Mass in this beautiful outdoor setting.

We thank you in advance for your approval of our requests and invite you to join us that day for this wonderful celebration. Should you have any questions, please feel free to contact the event coordinator, Christine Furchak at 734-284-2377.

Sincerely, Fr. Michael Cremin, SAC, Pastor, St. Joseph and St. Patrick Catholic Churches

PERSONS IN THE AUDIENCE

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

August 21, 2012

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

Dear Mayor Peterson and City Council Members:

Sarnacki and Associates, the City's Architect for the NSP2 Program, is ready to proceed with Bid Pack #6. Jay Sarnacki will be present at the City Council Meeting on August 27, 2012, to present the plans for Bid Package #6 for your review and comments.

WYANDOTTE CITY CLERK

2012 AUG 28 P 3:45

Further, a Public Hearing has been scheduled to receive comments on this project on Wednesday, September 5, 2012, at 6:30 p.m. at the William R. Copeland Center. A notice will be placed on cable and the Fort Street Sign. I encourage any interested parties to attend these public meetings.

The following is an update of Bid Packages #1 thru #5:

Bid Package #1 - Pizzo Development, Inc.: Construction of 2 new single family homes and rehabilitation of one (1) home. (Closed on two (2) homes with one (1) home waiting to close.)

Bid Package #2 – Pizzo Development, Inc.: Construction of 6 new single family homes and rehabilitation of one (1) home (Closed on one (1) home with five (5) homes waiting to close and completing construction on one (1) home.)

Bid Package #3 – DMC Construction Inc.: Vinewood Village Condominium Development – 14 units total. (Four (4) units waiting to close and completing construction on the other ten (10) units.)

Bid Package #4 – Sole': Construction of seven (7) new single family homes. (All homes were in the last Lottery Drawing held on August 13, 2012. Offers were received on all homes.)

Bid Package #5 – DMC Construction Inc.: Construction of four (4) new homes and three (3) rehab homes. (These homes are all under construction.)

Very truly yours,

Mark A. Kowalewski, City Engineer

August 14, 2012

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

Dear Honorable Mayor and City Council Members:

SUBJECT: TRAFFIC CONTROL ORDER 2012-05

After review, the Traffic Bureau recommends the installation of "Handicap Parking" signs at 320 Goddard, Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Inspector Pouliot, this letter serves as a recommendation for Council support of Traffic Control Order 2012-05 as specified on said order.

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

Sincerely,
Daniel J. Grant, Chief of Police

August 14, 2012

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

Dear Honorable Mayor and City Council Members:

SUBJECT: TRAFFIC CONTROL ORDER 2012-06

After review, the Traffic Bureau recommends the installation of "Handicap Parking" signs at 536 Elm Street, Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Inspector Pouliot, this letter serves as a recommendation for Council support of Traffic Control Order 2012-06 as specified on said order.

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

Sincerely,

Daniel J. Grant, Chief of Police

August 22, 2012

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

Dear Mayor and Council Members:

Attached please find Purchase Agreements for the City to acquire the following properties:

141 Antoine \$20,000.00 TIFA Area Funds — Single Family Dwelling

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

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

Very truly yours, Mark A. Kowalewski City Engineer

August 22, 2012

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

Dear Mayor Peterson and City Council Members:

On August 13, 2012, you referred a communication from David Adamczyk, D & A Home Improvement, representing Nanna's Kitchen, 2862 Biddle Avenue to the undersigned. They are requesting to acquire City owned property adjacent to their building along Elm Street -for the construction of an addition. This area was designed as a sitting area through the Downtown Streetscape Project. The proposed addition would encroach into the decorative walkway requiring the removal of two (2) benches, a light pole and trash can. (See attached drawing.)

If it is the desire of the City Council to sell this property to Mr. Mikhail, the undersigned will meet with Mr. Mikhail to discuss the redesign of this area and prepare the appropriate documents for sale of said property for your review and approval.

Very truly yours,
Mark A. Kowalewski, City Engineer

August 22, 2012

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

RE: NSP2 Homes

Dear Mayor Peterson and City Council Members:

On August 13, 2012, the City held the Lottery Drawing for the sale of the Neighborhood Stabilization Program 2 (NSP2) homes at 2406 8th Street, 2446 8th Street, 474 Cedar, 2421 10th Street, 1147 Oak Street, 3102 9th Street, 1472 Dee and 2250 Cora. Attached please find Offers to Purchase said properties:

2406 8th Street from Keith Leonard Jr. in the amount of \$120,000.00. Mr. Leonard is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$77,700.00 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for fifteen (15) years this lien will not have to be repaid.

2446 8th Street from Kevin Salla, in the amount of \$128,000.00. Mr. Salla is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$49,000.00 (which will be a lien with MSHDA). If the home is maintained as owner occupied for fifteen (15) years this lien will not have to be repaid.

474 Cedar from Vito Mazzola, in the amount of \$114,000.00. Mr. Mazzola is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$19,950.00 (which will be a lien with MSHDA). If the home is maintained as owner occupied for ten (10) years this lien will not have to be repaid.

2421 10th Street from Kimberly Kelsey, in the amount of \$128,000.00. Ms. Kelsey is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$78,000.00 (which will be a lien with MSHDA). If the home is maintained as owner occupied for fifteen (15) years this lien will not have to be repaid.

1147 Oak Street from Francis Kearney, in the amount of \$114,500.00. Mr. Kearney is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$55,487.00 (which will be a lien with MSHDA).. If the home is maintained as owner occupied for fifteen (15) years this lien will not have to be repaid

3102 9th Street from Chris Curl, in the amount of \$108,000.00. Mr. Curl is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$47,00.00 (which will be a lien with MSHDA). If the home is maintained as owner occupied for fifteen (15) years this lien will not have to be repaid

1472 Dee from Alysse Grignon, in the amount of \$115,000.00. Ms. Grignon is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$20,125.00 (which will be a lien with MSHDA). If the home is maintained as owner occupied for ten (10) years this lien will not have to be repaid. Further the Purchaser will be required to execute an Easement Agreement which will be on the east five (5) feet of the property. This Easement will be for constructing, operating, maintaining and repairing the underground electrical wiring for the decorative lighting.

2250 Cora from Frederick and Pamela Bielby, in the amount of \$118,000.00. Mr. and Mrs. Bielby are 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$20,650.00 (which will be a lien with MSHDA). If the home is maintained as owner occupied for ten (10) years this lien will not have to be repaid.

Therefore, the undersigned recommends acceptance of these Offers to Purchase. If you concur with this recommendation, the attached resolution will authorize the Mayor, City Clerk and City Attorney, William Look, the authority to execute the necessary sales documents.

*the remainder of the documents is on file in the City Clerk's Office.

Very truly yours,
Mark A. Kowalewski, City Engineer

Item #9 withdrawn from Agenda

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 27, 2012

AGENDA ITEM #10

ITEM: Resolution to concur with new Electric Rates effective October 2012

PRESENTER: Melanie McCoy, Wyandotte Municipal Service, General Manager

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The Wyandotte Municipal Service Commission has completed its Electric Business Plan for FY 2013. This rate review was performed in conjunction with Sawvel and Associates, the Electric utility's consulting engineer. As detailed in the report provided by Sawvel and Associates, the Commission recognizes that a rate adjustment must be implemented to better reflect the cost to serve each rate class in addition to aligning with neighboring utility rate structures.

These rate increases will increase the average residential customer's monthly bill by \$4.00, which is still below DTE comparable bill.

The Small Commercial rates remain unchanged. The Large General, Primary and Large Industrial rates are being reduced. The Wastewater Pumping rate will increase. As with other utilities in Michigan, businesses have been paying higher rates to keep residential rates lower. As the business environment has become more difficult, it is no longer possible to have businesses subsidize the residential customers.

This rate increase will provide the necessary working capital to operate the plant, cover current costs, and provide the financial resources that are necessary to comply with the debt service coverage ratio that is required under our bond ordinance. Furthermore, it will also allow for the accumulation of funds for future capital improvements.

Please note that we do not expect rate increases to be the sole solution to the financial pressures facing our operations. This Business plan results in a 1.3% drop in revenues for 2013. As we have experienced some higher operating costs, we have continued to address areas for cost savings including fuel switching to natural gas. Wyandotte Municipal Service Commission understands this is a difficult economic time for our customers. We will continue to identify areas to reduce our operating costs in order to minimize future rate increases.

The Commission is giving the Mayor and Council this information to comply with the 30 day notice of rate changes that has been past practice for the last several years and also to receive your input and comments regarding the fiscal stability of our utility.

STRATEGIC PLAN/GOALS: To provide services in an efficient, reliable, economically and environmentally responsible manner.

ACTION REQUESTED: Council concurrence and the rates be implemented as soon as the IT/IS Department can complete the necessary changes to the billing system.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: If approved, WMS will continue to operate in a fiscally responsible manner.

IMPLEMENTATION PLAN: The rates will be implemented in October 2012.

FINANCE DIRECTOR'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

MODEL RESOLUTION: Concur with the WMS Commission Resolution to Adopt Electric Rates Adjustments as recommended in the Electric Business Plan Update.

REPORTS AND MINUTES:

Retirement Commission Meeting	Wednesday, August 15, 2012
Wyandotte Cultural & Historical Commission	August 9, 2012
Wyandotte Cultural & Historical Commission	June 14, 2012
Police Commission Meeting	August 14, 2012
Police Commission Meeting	July 24, 2012

CITIZENS PARTICIPATION

None

RECESS

RECONVENING

ROLL CALL

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

Absent: Councilperson Stec

HEARINGS

HEARING RELATIVE TO AMENDMENT NO 1 TO THE
 BROWNFIELD REDEVELOPMENT PLAN NO 11
 ELECTRICAL SUBSTATION PROJECT FOR WYANDOTTE MUNICIPAL SERVICES
 1609 BIDDLE AVENUE (FORMER WIND TURBINE PROJECT)

August 16, 2012
The Honorable Mayor Joseph R. Peterson And City Council, City Hall

Re: Amendment No. 1 to Brownfield Redevelopment Plan No. 11 – Electrical Substation Project for Wyandotte Municipal Services, 1609 Biddle Avenue (former Wind Turbine Project)

Dear Mayor and Council:

The enclosed Amended Brownfield Redevelopment Plan (Enclosure 3) complies with the procedures adopted by the Wyandotte Brownfield Redevelopment Authority (WBRA) to review and approve plans and the Brownfield Redevelopment Financing Act, Act 381 of 1996, as amended. The WBRA approved the Amended Plan on May 15, 2012, subject to passage of a resolution by the Council (Enclosure 2).

To summarize, the Amended Plan assists Wyandotte Municipal Services (WMS) with funding the electrical substation constructed in 2009 at Clark and Alkali, instead of the originally approved wind turbine project on BASF property, which has now been canceled. The Plan will capture two non-school millages totaling 3.4643 mills on a 188,000 square foot warehouse constructed in 2009 by BASF at 1609 Biddle. The brownfield tax increment captured by the Plan will be approximately \$383,000 over 30 years, with approximately \$327,000 allocated to WMS and \$56,000 to the Authority's Administrative Operating Fund.

It should be noted that only one-half of mills are available for capture in the first 12 years after completion of the warehouse because BASF received an Industrial Facilities Exemption Certificate. Additionally, no school millages are proposed for capture under this Plan, and further, no other local millages are proposed for capture because the Wyandotte Consolidated Tax Increment Finance Authority (TIFA) already captures all other available increment on property within the area.

The undersigned recommends that the Council adopt the following resolution (Enclosure 1) approving the Plan.

Sincerely,
Todd A. Drysdale, City Administrator

No one present.

SHOW CAUSE HEARING
REGARDING 3332-12TH REALTIVE TO THE CONDITION OF THE DWELLING

August 22, 2012

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

Dear Mayor Peterson and City Council Members:

The Show Cause Hearing on July 2, 2012, regarding 3332 - 12th Street was held in abeyance until August 13, 2012, and then held until August 27, 2012. Exterior violations still remain as follows: Item #4, Item #5 (rear of house), Item #6 (must now paint fascia wood from repair), Item #9 (right side guardrail loose), Item #10 (guardrail spacing to be not greater than 4" spacing, wrong guardrail installed) and Item #15.

Since, the house is nearing completion I recommend the Show Cause Hearing be discontinued. However, if repairs are not completed within two (2) weeks or by September 10, 2012, then tickets will be issued for the cited violations.

Very truly yours,
Mark A. Kowalewski, City Engineer

Michelle Thomas agreed with outcome to cancel.

RESOLUTIONS

Wyandotte, Michigan August 27, 2012

RESOLUTION by Councilperson Daniel Galeski

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 Daniel Galeski
Supported by Councilperson Leonard Sabuda
ROLL ATTACHED

Wyandotte, Michigan August 27, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from Fr. Michael Cremin, SAC Pastor of St. Joseph and St. Patrick Catholic Churches is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council GRANTS permission for the use of Bishop Park for their annual "Mass in the Park" on Saturday, September 8, 2012, at 4:00 p.m. utilizing the grassy area close to the waterfront. AND BE IT FURTHER RESOLVED that Council GRANTS permission for the use of two (2) golf carts and dock power for the PA system as coordinated by the Recreation Department. AND FURTHER that a Hold Harmless Agreement be executed as prepared by the Department of Legal Affairs.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan August 27, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from the City Engineer regarding the Neighborhood Stabilization Program 2 (NSP2) is hereby received and placed on file; AND BE IT FURTHER RESOLVED that public input is sought relative to Bid Pack # 6 and a Community meeting has been scheduled for Wednesday, September 5, 2012 at 6:30 p.m. at the Copeland Center. AND FURTHER all residents are encouraged to attend.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan August 27, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council hereby CONCURS with the recommendation of the Chief of Police as set forth in Traffic Control Order 2012-05 for the placement of "Handicap Parking" signs at 320 Goddard, Wyandotte, Michigan 48192. AND FURTHER that the Department of Public Service be directed to install said signs.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan August 27, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council hereby CONCURS with the recommendation from the Chief of Police as set forth in Traffic Control order 2012-06 for the placement of "Handicap Parking" signs at 536 Elm, Wyandotte, Michigan 48192. AND FURTHER that the Department of Public Service be directed to install said signs.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan August 27, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer to acquire the property at 141 Antoine in the amount of \$20,000.00 to be appropriated from TIFA Area Funds; AND BE IT FURTHER RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement; AND BE IT FURTHER RESOLVED that the City Engineer is directed to DEMOLISH same upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan August 27, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from the City Engineer regarding the sale of city-owned adjacent to 2962 Biddle Avenue is hereby received and placed on file; AND BE IT FURTHER RESOLVED that the City Engineer is directed to meet with Mr. Mikhail to negotiate the sale of the city-owned property located on Elm between Biddle Avenue and 1st Street.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan August 27, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer dated August 21, 2012, regarding the sale of NSP2 homes at:

2406-8th Street from Keith Lenard Jr.; in the amount of \$120,000.00 receiving the subsidy of \$77,700.00 with a mortgage of \$42,300.00; AND
 2446-8th Street from Kevin Salla, in the amount of \$128,000.00 receiving the subsidy of \$49,000.00 with a mortgage of \$79,000.00; AND
 474 Cedar from Vito Mazzolo, in the amount of \$114,000.00 receiving the subsidy of \$19,950.00 with a mortgage of \$94,050.00 AND
 2421-10th Street from Kimberly Kelsey in the amount of \$128,000.00 receiving the subsidy of \$78,000.00 with a mortgage of \$50,000.00; AND
 1147 Oak Street from Francis Kearney in the amount of \$114,500.00 receiving the subsidy of \$55,487.00 with a mortgage of \$59,013.00; AND
 3102-9th Street from Chris Curl in the amount of \$108,000.00 receiving the subsidy of \$47,000.00 with a mortgage of \$61,000.00; AND
 1472 Dee from Alysse Grignon in the amount of \$115,000.00 receiving the subsidy of \$20,125.00 with a mortgage of \$94,875.00; AND
 2250 Cora from Frederick and Pamela Bielby in the amount of \$118,000.00 receiving the subsidy of \$20,650.00 with a mortgage of \$97,350.00;

AND BE IT FURTHER RESOLVED that the Purchaser for the property at 1472 Dee be required to execute an Easement Agreement for the five (5) foot wide strip of land for constructing, operating, maintaining and repairing the underground electrical wiring for the decorative light; AND FURTHER that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor, City Clerk and City Attorney are hereby authorized to sign said documents.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan August 27, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council CONCURS in the recommendation as set forth by the General Manager and Municipal Service Commission in the communication dated August 27, 2012 to implement the electric rate adjustments as set forth in the Electric Business Plan effective October 2012.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan August 27, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from the City Engineer regarding the property at 3332-12th street is hereby received and placed on file; AND BE IT FURTHER that the Show Cause Hearing for the property at 3332-12th street is hereby discontinued; AND BE IT FURTHER RESOLVED that if the designated violations are not corrected by September 10, 2012 a citation will be issued.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan August 27, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED BY CITY COUNCIL that:

WHEREAS, the Wyandotte City Council is authorized by the provisions of Act 381, Public Acts of Michigan, 1996, as amended (Act 381) to create a brownfield redevelopment authority; and

WHEREAS, on August 25, 1997, the City Council adopted a resolution to create such an authority; and

WHEREAS, on May 15, 2012, the Wyandotte Brownfield Redevelopment Authority (the "Authority") adopted Amended Brownfield Redevelopment Plan No. 11-1 consisting of a portion of the property at 1609 Biddle Avenue as described below, in accordance with Public Act 381 of 1996, as amended, subject to passage of a resolution by the Council. Said site is more particularly described as land situated in the City of Wyandotte, Wayne County, MI, and described as follows:

An approximately 17.097-acre portion of the larger parent parcel at 1609 Biddle, more particularly described as a southerly portion of the larger parcel that is north of James DeSana Drive and south of Ford Avenue/Northline Road (if extended). A complete legal description of said property is included within the Brownfield Redevelopment Plan.

WHEREAS, the Authority has submitted the Amended Brownfield Redevelopment Plan for Site No. 11-1 to the affected area taxing jurisdictions for review and comment and provided notice to the general public as required by Act 381; and

WHEREAS, the Authority has now submitted the Amended Brownfield Redevelopment Plan for Site No. 11-1 for review and approval by the Wyandotte City Council, and the Wyandotte City Council has conducted a public hearing on the matter as required by Act 381.

NOW, THEREFORE, BE IT RESOLVED THAT the Wyandotte City Council finds that the Amended Brownfield Redevelopment Plan for Site No. 11-1 constitutes a public purpose through the following considerations:

1. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
2. The proposed method of financing the costs of the eligible activities as described in the Plan is feasible;
3. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
4. The amount of captured taxable value estimated by the Plan is reasonable.

BE IT FURTHER RESOLVED THAT given the above finding, the Wyandotte City Council hereby approves the Amended Brownfield Redevelopment Plan for Site No. 11-1 for implementation by the Authority.

I move the adoption of the foregoing preamble and resolution.

MOTION BY COUNCILPERSON Daniel Galeski
SUPPORTED BY COUNCILPERSON Leonard Sabuda
YEAS: Councilpersons Browning, DeSana, Fricke, Galeski, Sabuda
NAYS: None

Wyandotte, Michigan August 27, 2012

RESOLUTION by Councilperson Daniel Galeski

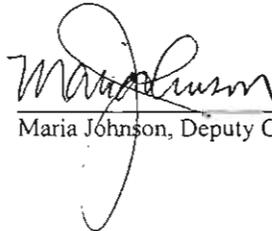
RESOLVED by the City Council that the Council Meeting of September 3, 2012 is hereby CANCELLED due to the Labor Day Holiday.

I move the adoption of the foregoing resolution.

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

ADJOURNMENT

MOTION by Councilperson Daniel Galeski
Supported by Councilperson Leonard Sabuda
That we adjourn.
Carried unanimously
Adjourned at 8:30 PM
August 27, 2012



Maria Johnson, Deputy City Clerk

01- 70
August 21, 2012

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan, was held at the office of the Commission On Tuesday, August 21, 2012 at 5:00 P.M.

ROLL CALL: Present: Commissioner - Gerald P. Cole
Frederick C. DeLisle
James S. Figurski
Leslie G. Lupo-excused
Michael Sadowski-Arrived
late

General Manager
& Secretary - Melanie McCoy

Also Present - Paul LaManes
Jim French
William Weirich
Dave Fuller
Pam Tierney
Steve Colwell

APPROVAL OF THE MINUTES

MOTION by Commissioner Figurski and seconded by Commissioner DeLisle to approve the Regular Session Meeting Minutes held on July 31, 2012.

HEARING OF PUBLIC CONCERN

None

RESOLUTION 08-2012-01

Melanie McCoy, General Manager, overview on Electric Rate Adjustment.

MOTION by Commissioner Figurski and seconded by Commissioner DeLisle to adopt the proposed Electric Rate Adjustment as recommended in the Electric Business Plan Update.

Commissioner Cole asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski

NAYS: None

RESOLUTION 08-2012-02

Melanie McCoy, General Manager, giving overview on AT&T Internet pricing schedule.

MOTION BY Commissioner DeLisle and seconded by Commissioner DeLisle to authorize the General Manager to execute the AT&T Manager Internet Service pricing schedule.

Commissioner Cole asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski

NAYS: None

01 - 72
August 21, 2012

RESOLUTION 08-2012-03

MOTION by Commissioner DeLisle and seconded by Commissioner Figurski to authorize the General Manager to accept the proposed bid on the 40'x40' garage at 1771 6th in the amount of \$50,100.00 from Chas Contraction.

Commissioner Cole asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski

NAYS: None

RESOLUTION 08-2012-05

James French, giving summary on the MPPA Energy Services Agreement.

MOTION by Commissioner Figurski and seconded by Commissioner DeLisle to authorize the General Manager to execute the MPPA Energy Services Agreement.

Commissioner Cole asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski

NAYS: None

RESOLUTION 08-2012-06

MOTION by Commissioner Figurski and seconded by Commissioner DeLisle to authorize the General Manager to execute a change order in the amount of \$45,200.0 with L&M Royal Air, Inc. to supply the Geothermal Energy System for the Water Building Filter Plant that is one of the systems being funded under the EECBG Grant for installation on a Municipal Building.

Commissioner Cole asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski

NAYS: None

GIS UPDATE

Update from Pam Tierney on GIS.

GENERAL DISCUSSION

- A. 2012 Coal Inventory Adjustment update.
- B. Update on October 20, 2011 outage.

Hold in abeyance.

COUNCIL RESOLUTIONS:

- A. RESOLVED by the Council that council hereby directs the Municipal Service Commission to respond to all outlined request in a Memorandum dated June 18, 2012 forwarded to the Municipal Service Commission relative to requests for Reports And Information to the City Administrator in a timely fashion Including issued that have already been enacted by the Commission.
- B. RESOLVED by the City Council that the correspondence from the City Administrator and General Manager of DMS relative To the consolidation of administrative functions and the hiring of an Account & Business Analyst is received and placed on file. AND BE IT FURTHER RESOLVED that Council CONCURS WITH the recommendation therein and BE IT FURTHER RESOLVED that Council APPROVES the hiring of Michael J. Pente subject to the Successful completion of physical and drug screen examinations and background check.
- C. RESOLVED by the City Council that Council CONCURS in the Recommendation set forth by the General Manager of Municipal Service to accept the Bid from LaDuke Roofing and US Communities in the amount of \$189,573.99 for the roof Replacement of the Water Department Buildings.
- D. RESOLVED by the City Council that Council CONCURS in the Recommendation set forth by the General Manager of Municipal Service to forward a resolution opposing the 25 x 25 Renewable Energy Initiative to the Michigan Municipal Electric Association (MMEA)

MOTION by Commissioner DeLisle and seconded by Commissioner Figurski to receive the Council Resolutions and place on file.

Commissioner Cole asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski

NAYS: None

REPORTS/COMMUNICATIONS

- A. Cash Reports
- B. Monthly Financials

MOTION by Commissioner Figurski and seconded Commissioner Delisle that the reports and communication are received and placed on file.

YEAS: Commissioner Cole, Delisle, Figurski

NAYS: None

APPROVAL OF VOUCHERS

MOTION by Commissioner Figurski and seconded by Commissioner DeLisle that the bills be paid as audited.

# 5110	\$	188,063.53
# 5111	\$	286,241.81
# 5112	\$	697,687.26
# 5113	\$	2,609.86
# 5114	\$	13,295.00
# 5115	\$	299,026.64
# 5116	\$	621,830.97

Commissioner Cole asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski

NAYS: None

LATE ITEMS

Melanie McCoy, General Manager.

1. On the AMP Iberdrola Wind Project we have revenue in the amount of \$197.00.
2. In DTE Energy Smarts for Michigan Business there is an article on the new CNG Vans and WMS.
3. WMS Energy audit has been extended to September 30, 2012.

Motion By Commissioner DeLisle and seconded by Commissioner Figurski to now adjourn. 5:25 P.M.



Melanie McCoy
Secretary

**WYANDOTTE CULTURAL AND HISTORICAL COMMISSION
MINUTES OF THE AUGUST 9, 2012 MEETING
MARX HOME**

PRESENT: Michelle Blankenship, Jody Chansuolme, Ken Munson, Sue Pilon, Tom Woodruff, Anne Ronco, Don Schultz, Becca Bearden

EXCUSED: Stan Rutkowski, Eula Grooms, Dave Kostelnik, Nancy Chasca

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

PRESIDENT'S REPORT:

Michelle informed the Commission about a recent conversation she had with Wally Hayden. He told her about a woman who came into the library to do research on Federal Square. The woman told him she was a consultant working for the Land Bank and that there had been a request to tear down two homes in the neighborhood. The requests need to go through the Land Bank, but she's only researching whether the act would be compliant with the law. Michelle spoke to her and explained that the Commission would like to see the area preserved, and the woman said she would come look at the homes and they would stay in touch. The two houses are located at 1480 Spruce Street and 4072 Fourth Street.

DIRECTOR'S REPORT:

Jody announced that there will be a letter read at Monday's City Council meeting to approve the basement exhibit gallery project. Jody said it needs to be approved because the grant being used was written so that the Museum has to work with two specific contractors, instead of sending the project out to bid.

Jody said the renovations in the Children's room are on hold for the time being. Tom has a lot of outdoor projects that need to be done before winter, so once that happens he can get to work on the indoor projects.

Jody went to the Design Review Committee meeting this month, where they reviewed the sign for the new hookah bar on Maple Street. The sign was approved, and they also talked about some new lettering for the sign at City Hall.

The new bids for the chimney project came in at \$10,700, about \$5,000 less than the last round of bids. She said the project will be on the agenda at the next City Council meeting. She understands from Greg Mahew that both the roof and the chimney would be done before winter.

Sarah has made several inquiries about the signs at BASF Park. The original company has gone out of business, but now she has several calls out to other companies and is waiting to hear back.

Jody announced that the Wyandotte Stars tournament will take place the first Saturday in September at Memorial Field. There will be a few different teams there, and they will sell merchandise and basic refreshments. The Mad Hatter's Tea will take place September 9. That event is run by the

Society, and tickets are being sold right now. Then the fall City-Wide Garage Sale will take place September 15 and 16. The Cemetery Walk will take place in October and the Museum is looking for volunteers.

Jody said that she received a lot of good feedback about the Victory Rally, but the event lost about \$1,600. There were no big sponsors, mostly because it took place the week after the Art Fair. Jody said she would like to try the event again, and just choose a different weekend and try to get more sponsors.

In November, the Heritage Events Series includes a new event called the Historical Film Fest. When she scheduled the event, Jody knew it would lose money because of the cost of the screen and movie license rights. She is suggesting replacing it with a different event that would make money. She and Eula were talking about hosting an antiques auction for all the items she has collected. They could also bring in lecturers and appraisers. They have not chosen a location or an official date yet.

MOTION by Sue Pilon, supported by Anne Ronco, to remove the Film Series from the Heritage Events Calendar and replace it with Antiques in November, MOTION CARRIED (7-0)

Jody passed around the finance reports for June and July.

MOTION by Sue Pilon, supported by Tom Woodruff, to approve the finance report for June and July, pending audit, MOTION CARRIED (7-0)

Jody passed around budget that Todd will submit to council. It is the same budget that Jody submitted to him and the same amount the Museum received last year.

Jody passed around flyers for a couple events that might be of interest. The first was a Bootlegging Tour presented by Preservation Detroit and the Detroit Historical Society. The second flyer was for Michigan Day at Antietam.

Becca arrived.

MOTION by Anne Ronco, supported by Sue Pilon, to approve the minutes from the June 2012 meeting, MOTION CARRIED (7-0)

Ken has scheduled a speaker from Michigan Historical Preservation to attend the next meeting to answer questions about historic districts and bringing awareness to the community. The speaker requests a \$100 honorarium plus mileage from Dearborn in order to attend the meeting.

MOTION by Anne Ronco, approved by Ken Munson, to approve the \$100 honorarium and mileage from Dearborn, MOTION CARRIED (7-0)

Michelle asked if the Commission would like her to come right at the beginning of the meeting or wait until 6:30 or 6:45 so they can take care of business first. Everyone thought it would be best if she came to the meeting around 6:30.

FRIENDS: Michelle said she spoke with Karen Tavernier from the Quilters. She said they don't want to participate in the Friends group anymore and that they put it in writing a year ago. She said they will do whatever they need to do to get the group officially taken out of the Friends. Ken said that the next meeting is toward the end of August, and no decision has been made yet about funding.

SOCIETY: The Commission discussed choosing a liaison to attend Society meetings. Anne said she would go to some meetings, and Sue said she might be able to. They thought that a rotating liaison might be the best route.

OLD BUSINESS: None.

NEW BUSINESS: Ken asked about the Museum's policy regarding backpacks, especially since the library recently had some thefts. Jody said there's nothing official, but Ken said it might be helpful to have something in writing just in case the tour guides need to enforce the rule one day.

ANNOUNCEMENTS/COMMUNICATION: None.

ATTENTION TO AUDIENCE: None.

MOTION by Anne Ronco, supported by Sue Pilon to adjourn the meeting at 7:02 p.m.
MOTION CARRIED (6-0)

Next Meeting: September 13, 2012.
Respectfully Submitted,
Annie Pilon, Recording Secretary

MONEY DEPOSITED WITH THE CITY OF WYANDOTTE TREASURY – AS OF AUGUST 9, 2012

Log Cabin Rental	\$ 360.00 – Cash \$ 285.00 - Checks \$ 645.00 – Total	Reserve 101-000-257-250-071
Admissions/ Donations	\$ 122.75 – Cash admissions \$ 0 – Check \$ 122.75 – Total	Reserve 101-000-257-250-071
Weddings	\$ 750.00 – Check \$ - Cash \$ 750.00 – Total	Reserve 101-000-257-250-071
Marx Rent <i>Deposited June 14, 2012</i>	\$ 625.00 – Check \$ 0 – Cash \$ 1,250.00 – Total	Marx Rental Account 101.000.655.655.021
Pie & Ice Cream Social June 24 th	\$ 360.00 – Check \$ 957.00 – Cash \$ 1,317.00 – Total	Reserve 101-000-257-250-071
Private Tea	\$ 135.00 – Check \$ 0 – Cash \$ 135.00 – Total	Reserve 101-000-257-250-071

Total of all deposits **\$ 4,219.75**

EXPENSES

UTILITIES: JUNE

HEAT/ GAS		
MacNichol	\$ 11.59	City
Marx	\$ 9.72	City
Log Cabin	\$ 18.28	City
Burns	n/a	City
	<i>Subtotal</i>	\$ 39.59
WATER		
MacNichol	\$ 236.22	City
Marx	\$ 129.34	City
Log Cabin	\$ 11.40	City
Burns	\$ 15.47	City
	<i>Subtotal</i>	\$ 392.43
ELECTRIC		
MacNichol	\$ 221.76	City
Marx - includes \$53.37 outside 400W	\$ 146.37	City
Burns	\$ 79.14	City
	<i>Subtotal</i>	\$ 447.27
PHONE		
MacNichol	\$ 41.92	City

Marx	\$ 42.33	City
Burns	\$ 219.18	City
<i>Subtotal</i>	\$ 303.43	

Subtotal All Utilities: \$ 1,182.72

UTILITIES: JULY

HEAT/ GAS		
MacNichol	\$ 13.22	City
Marx	\$ 10.69	City
Log Cabin	\$ 28.46	City
Burns	n/a	City
<i>Subtotal</i>	\$ 52.37	

WATER		
MacNichol	\$ 216.44	City
Marx	\$ 145.61	City
Log Cabin	\$ 15.67	City
Burns	\$ 31.74	City
<i>Subtotal</i>	\$ 409.46	

ELECTRIC		
MacNichol	\$ 421.92	City
Marx - includes \$53.37 outside 400W	\$ 213.66	City
Burns	\$ 138.62	City
<i>Subtotal</i>	\$ 774.20	

PHONE		
MacNichol	\$ 41.92	City
Marx	\$ 41.92	City
Burns	\$ 217.11	City
<i>Subtotal</i>	\$ 300.95	

Subtotal All Utilities: \$ 1,536.98

MISCELLANEOUS		
Hoods - Outdoor Windex	\$ 25.18	Reserve
Hoods - toilet flapper Marx Home	\$ 4.31	Reserve
USPS - package shipment	\$ 12.10	City - Postage
Lowe's - Bee traps for pie and ice cream	\$ 7.49	City - B&G
Wyandotte Alarm - 2624 Biddle Ave.	\$ 195.30	Reserve
Meijer - via Shirley Prygoski - June 10 Tea Expenses	\$ 10.95	Reserve
Office Max - Office Supplies	\$ 57.46	City - Office
Jim Dapogny - Performance fee for band, WWII Victory Rally	\$ 2,975.00	Reserve
Historical Society of Michigan - Membership renewal	\$ 50.00	Reserve
Post Office - Stamps	\$ 9.00	Reserve
Go Daddy - Web site domain name renewal	\$ 110.08	Reserve
Eastman Fire Protection Services - Fire extinguisher checks and refills	\$ 186.71	Reserve

Staples – Copier toner, four total	\$ 279.96	Reserve
Wyandotte Alarm – Alarm monitoring fees for 2610 and 2630 Biddle Ave.	\$ 390.60	Reserve
Walmart – storage bins for special programs supplies	\$ 50.75	Reserve
DDA – Elevator fees	\$ 359.00	Reserve
National Trust for Historic Preservation – 2012 Membership Renewal	\$ 30.00	Reserve

Subtotal All Miscellaneous: \$ 4,753.89

CURRENT BUDGET BALANCES – AS OF AUGUST 9, 2012

SUPPLY LINE	BALANCE YEAR TO DATE	2011 BUDGET
Office Supplies	\$ 13.48	\$ 1,050.00
Postage	\$ 48.21	\$ 80.00
Building Maintenance & Supplies	\$ 10.19	\$ 8,279.00
Printing	\$ 0	\$ 800.00
Electric	\$ 2,870.22	\$ 6,700.00
Water	\$ 71.06	\$ 1,675.00
Heat	\$ 5,323.49	\$ 10,200.00
Education	\$ 240.00	\$ 240.00
Automobile	\$ 160.00	\$ 160.00
Reserve	\$ 71,012.60	n/a