

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

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

PRESENTATION:

AMERICAN PUBLIC WORKS
ASSOCIATION
2012 PROJECT OF THE YEAR
HARRISON BRIDGE REPLACEMENT

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Paige E. Aubin, 21st Century Salvage, Inc. Next Generation Environmental, Inc. regarding a request for temporary restriction of the alley behind the former K of C building and adjacent buildings located at 2400, 2410 and 2430 Biddle Avenue for demolition access.
2. Communication from Kristie Trombley complimenting the Downriver Film Festival held at the DeSana Council of Arts Center on December 1, 2012 which included films submitted by Scott Galeski and Associates.

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

3. Communication from Mayor Peterson regarding a request to designate Superior Boulevard between 1st Street and Van Alstyne as VETERANS BOULEVARD as requested by the Vietnam Veterans Memorial Committee, the American Legion Post 217, and the VFW Post I136.

4. Communication from the City Administrator submitting an agreement for Sale and Exchange of Real Property with the Wyandotte School District.

5. Communication from the City Engineer regarding an application to the Michigan Blight Elimination Program for the Demolition of 3131 Biddle Avenue.

6. Communication from the City Engineer relative to the Neighborhood Stabilization Homes (NSP2)-Sales Price.

7. Communication from the City Engineer regarding NSP2 Project Bid Pack 6B-Award 451 & 459 Ford Avenue; File # 4594.

8. Communication from the Department of Legal Affairs relative to an Ordinance Adopting Sec 11-9 and 11-10 Concerning Recreational Fires.

CITIZENS PARTICIPATION:

FIRST READING OF AN ORDINANCE:

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY
OF WYANDOTTE BY ADOPTING SEC. 11-9 AND SEC. 11-10
CONCERNING RECREATIONAL FIRE

FINAL READING OF AN ORDINANCE:

AN ORDINANCE ENTITLED
"AN ORDINANCE TO AMEND ARTICLE II
ENTITLED "FIRE PREVENTION CODE" BY AMENDING
SECTION 11-26
OF THE CODE OF ORDINANCES
OF THE CITY OF
WYANDOTTE

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	November 29, 2012	\$913,952.54
Wyandotte Cultural & Historical Commission	November 8, 2012	
Police Commission	December 4, 2012	
Municipal Service Commission	November 27, 2012	

PRESENTATION

AMERICAN PUBLIC
WORKS ASSOCIATION

2012

Project of The Year

Harrison Bridge
Replacement



Next Generation Services Group, Inc.

**21st Century Salvage, Inc.
Next Generation Environmental, Inc.**

10750 Martz Road
Ypsilanti, MI 48197
(734) 485-4855 Phone
(734) 485-6959 Fax



December 5, 2012

City of Wyandotte
Mayor Peterson &
City Council Members
3200 Biddle Ave.
1st Floor
Wyandotte, MI. 48192

Re: Temporary Restriction of Alley Access

Dear Honorable Mayor Peterson & Members of City Council,

21st Century Salvage, Inc. is writing to request temporary restriction of the alley behind the former K of C building and adjacent buildings located at 2400, 2410 & 2430 Biddle Ave. for demolition access.

21st Century Salvage, Inc. will keep the residential access open in back for the home owners, only blocking the south and north of the buildings and two (2) rows of parking for our equipment and trucks outlined in this letter.

21st Century Salvage, Inc. was hired by Henry Ford Health Systems to perform this work and would like to keep all traffic and pedestrians away from our demolition site. Work is to proceed on December 10, 2012.

Should you have any further questions or concerns please contact me at 734-485-4855, thank you.

Sincerely,

21st Century Salvage, Inc.

Paige E. Aubin

Paige E. Aubin

Cc: File N12231-S

2

Dear City Council of Wyandotte,

I am writing this letter to say how much I appreciated and enjoyed the Downriver Film Festival that was held at the DeSana Council of the Arts last Saturday. Something like this is rare Downriver and to think that we have brilliant filmmakers in our own backyard is thrilling. We usually have to go to Birmingham or Royal Oak for such an event.

I have to say that my favorites were the movies by Wyandotte's very own Scott Galeski. They were the crowds favorite as well. It was nice to see hundreds of filmgoers spill into downtown Wyandotte and attend a wonderful after party at the Portifino Restaurant where everyone could meet the filmmakers and actors.

I have attended many film festivals and will say that the Downriver Film Festival is one of the best and will give Ann Arbor and Traverse City Film Festivals a run for their money.

Wyandotte is a unique city full of interesting events. Keep up the great work.

Sincerely,

Kristie Trombly
↓5

Kristie Trombly 2333 Jefferson Ave. Trenton MI.

WYANDOTTE CITY CL
2012 DEC -6 A 9:22

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Kehn
CITY ASSESSOR



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

December 6, 2012

JOSEPH R. PETERSON
MAYOR

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

Gentlemen and Madam:

As you are aware, the recently dedicated Vietnam Veterans Memorial has joined the World War I Memorial and refurbished Purple Heart monument and Memorial Garden on Superior Boulevard. There are also preliminary plans to relocate the World War II and Korean War memorials from Bishop Park to this same location. Needless to say, this area of Wyandotte has truly been transformed into a significant tribute to our nation's veterans and the sacrifices they have made for our country.

I am writing this correspondence to the City Council asking for concurrence in my request to designate Superior Boulevard between 1st Street and Van Alstyne as **Veterans Boulevard**. Attached are requests from the Vietnam Veterans Memorial Committee, the American Legion Post 217, and the VFW Post 1136, requesting this designation be made.

This designation will be represented by decorative signs which will be placed below the official Superior Boulevard signage. The designation will be commemorative in nature and not necessitate a formal change in street name or any changes to postal addresses.

I thank you in advance for supporting this request, as I believe it is another small display of our appreciation to those who have sacrificed much more.

Sincerely,

Joseph R. Peterson
Mayor

Enclosures

To whom it concerns:

At the last Vietnam Veterans Memorial committee meeting November 19, 2012 it was brought up about adding the name Veterans Blvd under the signs Superior Blvd from 1st St to Van Alstyne St . This represents the Purple Heart, WW1, Viet Nam, WW2 and Korean monuments all in a role. At our Viet Nam Veterans of America chapter 259 meeting we think this would be a nice way of representing all the Veterans of Wyandotte that served.

Jeffrey Torna


Viet Nam Veterans of America chapter 259

Board member

Past President, secretary, treasurer,

Membership and activities committee

November 28, 2012



EDWARD C. HEADMAN
AMERICAN LEGION POST 217
2817 Van Alstyne Blvd.
Wyandotte, Michigan 48192
Telephone (734) 282-2698
Norm Martin, Commander

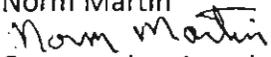
Mayor Joseph Peterson
City of Wyandotte, Michigan
3131 Biddle Ave.
Wyandotte, Michigan 48192

Dear Mayor,

The membership of American Legion Post 217 is requesting that you and the city council consider changing the name of Superior Blvd. to **Veterans Blvd.**, from First Street through to Van Alstyne. We believe that this would be a fitting honor for all of the fallen heroes from the City of Wyandotte where their memorials are located.

We respectfully ask that you consider our request.

Sincerely,

Norm Martin

Commander, American Legion Post 217



VETERANS OF FOREIGN WARS
OF THE UNITED STATES

City of Wyandotte Post No. 1136

633-639 FORD AVENUE • WYANDOTTE, MICH 48192



December 1, 2012

Honorable Mayor
Joseph R. Peterson
3200 Biddle Avenue
Wyandotte, MI. 48192

Mayor Peterson:

The members of the City of Wyandotte Veterans of Foreign Wars Post 1136 requests that the City Council consider adding a name to Superior Boulevard from First Street to Van Alstyne.

The name we propose would be "Veterans Boulevard", or "Veterans Monument Boulevard" or a similar type name reflecting Veterans and the numerous monuments that are currently in that area, including any that may be added or moved, in the future.

A coalition of members from all the Wyandotte Veterans service clubs will agree on a name if the council approves our request. The name will then be submitted to the City Council for final approval.

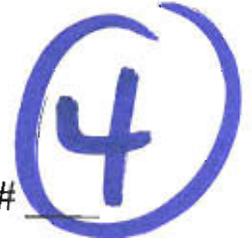
Thank you for your time to consider our request.

Sincerely,

Matthew Dzikowicz
MAD

Matthew Dzikowicz
Post Commander
VFW Post 1136
Wyandotte

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION



MEETING DATE: December 10, 2012

AGENDA ITEM # _____

ITEM: Agreement for Sale and Exchange of Real Property with Wyandotte School District

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Wyandotte School District has approached the City with a request to acquire property that would be beneficial for their operations (906 Goddard for parking at Taft School, 2946 7th Street for future improvements of their transportation/maintenance operations). The School District also approached the City to purchase the vacant McKinley School property. The ensuing negotiation is documented in the attached agreement which results in a property exchange between the City and School District relative to the aforementioned properties and the city-owned Memorial Pool facility. The agreement also requires the School District to improve and secure the exterior of the Memorial Pool facility after taking ownership. The agreement also guarantees the City access to school-owned recreation facilities that are used for our recreation programs. Upon taking ownership, the City will market the McKinley School property for redevelopment. Note that the School District has already closed on the sale of Madison School to a private entity and the City is currently working to obtain clear title for 2946 7th Street in order to proceed to acquiring ownership of that property. This land exchange is expected to close by March, 2013.

STRATEGIC PLAN/GOALS: Commitment to: Foster and revitalize and preserve older areas of the city as well as developing, redeveloping new areas. Foster the maintenance and development of stable and vibrant neighborhoods. Utilize vacant school properties and other open space to add age-appropriate, public amenities to residential areas.

ACTION REQUESTED: Authorize the Mayor and City Clerk to execute the attached Agreement for the Sale and Exchange of Real Property with the Wyandotte School District.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None relative to the property exchange. City is responsible for demolition of 2946 7th and costs associated with the redevelopment of the McKinley School facility. This property, as well as the structure currently located at 2946 7th Street which the City committed to demolish, is located within the TIFA Consolidated Development Area which will fund the costs of the City's commitment relative to these properties.

IMPLEMENTATION PLAN: The Engineering Department and Department of Legal Affairs will proceed to closing on this land exchange.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Concur with recommendation *wrl*

MAYOR'S RECOMMENDATION: Concur with recommendation *[Signature]*

LIST OF ATTACHMENTS

Agreement for the Sale and Exchange of Real Property (with the Wyandotte School District)

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 10, 2012

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with recommendation of the City Administrator to enter into the Agreement for the Sale and Exchange of Real Property with the Wyandotte School District and

FURTHER, acknowledges that the City is currently in the process of acquiring 2946 7th Street which is included in the Agreement and

FURTHER, authorizes the Mayor and City Clerk to sign said agreement and

FURTHER, directs the Department of Legal Affairs and Engineering Department to work towards closing on this transaction by March 15, 2013

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

- Browning
- DeSana
- Fricke
- Galeski
- Sabuda
- Stec

AGREEMENT FOR THE SALE AND EXCHANGE OF REAL PROPERTY

THIS AGREEMENT made this 4th day of December, 2012, by and between the School District of the City of Wyandotte, a Michigan general powers school district, whose address is 639 Oak Street, Wyandotte, Michigan 48192 ("School District"), and the City of Wyandotte, a Michigan municipal corporation, whose address is 3131 Biddle Avenue, Wyandotte, Michigan 48192 ("City").

WITNESSETH:

This Agreement is based upon the following recitals:

A. The School District is the owner in fee simple of certain improved land known as the McKinley School site located at 640 Plum, City of Wyandotte, Wayne County, Michigan, parcel identification number _____. The Property is improved with a school building.

B. The City is the owner in fee simple of certain improved land known as 906 Goddard, City of Wyandotte, Wayne County, Michigan, parcel identification number _____ and Memorial Pool located at 4460 Eighteenth, City of Wyandotte, Wayne County, Michigan, parcel identification number _____.

C. The City is in the process of acquiring ownership of 2946 7th Street, City of Wyandotte, Wayne County, Michigan, parcel identification number _____;

D. The parties have engaged in discussions and reached an agreement whereby they will effect an even exchange of the above-mentioned properties, but based on certain understandings. The parties now wish to reduce their agreement to written form.

NOW, THEREFORE, in consideration of the foregoing, it is hereby agreed:

ARTICLE 1: PROPERTY

As used herein, the term Property shall mean and refer to:

1.1 School District Property.

Lots 1 through 14, Block 178, Plat of Part of Wyandotte as recorded in Liber 1, Page 142, commonly known as: McKinley School and contiguous property.

1.2 City Property.

A. Lots 1 through 5 inclusive also south 9 feet of the adjacent vacated alley, Montie's Goddard Avenue subdivision as recorded in Liber 41 page 85 of Wayne County Records, Commonly Known As: 906 Goddard.

- B. Lot 8, Roehrig's Subdivision of Block 199, as recorded in Liber 25, Page 2 Wayne County Records, Commonly Known As: 2946 7th Street.
- C. Memorial Pool [legal description to be attached].

ARTICLE 2: SALE AND EXCHANGE OF PROPERTIES

2.1 School District Property.

The School District agrees to sell to the City, and the City agrees to purchase from the School District, the McKinley School and contiguous property collectively referred to as the McKinley School building and site. The total purchase price will be One Dollar (\$1.00) and other valuable consideration.

It is expressly understood and agreed that the sale of the School District property to the City is tied to the sale of certain City property to the School District. It is contemplated that the closings on the two transactions will occur at the same time. In the event that the sale/exchange of the City property to the School District is not consummated, this entire Agreement shall be null and void.

2.2 City Property.

The City agrees to sell to the School District, and the School District agrees to purchase from the City, the following properties:

- a) Lots 1 through 5 inclusive also south 9 feet of the adjacent vacated alley, Montie's Goddard Avenue subdivision as recorded in Liber 41 page 85 of Wayne County Records, Commonly Known As: 906 Goddard.
- b) Lot 8, Roehrig's Subdivision of Block 199, as recorded in Liber 25, Page 2 Wayne County Records, Commonly Known As: 2946 7th Street (which is currently in the process of being acquired by the City).
- c) Memorial Pool [legal description to be attached].

The City shall, at its sole expense, demolish the structure on 2946 7th Street and remove all debris from the site.

The total purchase price will be One Dollar (\$1.00) and other valuable consideration.

It is further agreed that the following forms a part of the consideration for the City to enter into this transaction:

- i) Use of Pool. The City shall be permitted the use of a School District swimming pool, locker rooms, hallways, entrances, restrooms, etc. of the School District as needed by the City to conduct its recreation swimming programs. This use described in this paragraph will be Monday through

Friday from 10:00 a.m. to 4:30 p.m. commencing the first Monday after Roosevelt High School's graduation through the fourth Friday of August each year. The pool will not be used on holidays.

- ii) Use of Gymnasium. The City shall be permitted the use of the gym, locker rooms, hallways, entrances, restrooms, etc. of the Lincoln School Center as needed by the City to conduct its recreation programs. This use described in this paragraph will be Saturdays from 10:30 a.m. to 9:00 p.m. and Sundays from 11:30 a.m. to 11:00 p.m. from the first Saturday in October through the last Sunday of March each year and on Mondays, Wednesdays, and Thursdays from 7:00 p.m. to 11:00 p.m. commencing the first Monday in November through the last Thursday of March each year. The City will be responsible for cleaning the restrooms off the main hallway on Saturday and Sunday, from the first Saturday in October through the last Sunday of March.
- iii) The School District will provide for and assume the cost of operation, supplies, repairs and maintenance of the swimming pool and gym.
- iv) The School District shall complete the following renovations to the exterior of the Memorial Pool property:
 - 1) Eliminate all fencing and concrete slabs and walks associated with the former swimming deck adjacent to the swimming pool.
 - 2) Repair or replace the outside front doors leading to the swimming pool lobby.
 - 3) Repair or replace the exterior overhang leading to the front lobby of the pool.
 - 4) Remove the former entrance to the ice skating warming room and brick that area to match the front of the building.
 - 5) Repair damaged siding on exterior of building.

The School District further represents and warrants that it will maintain in good repair and appearance the exterior of the Memorial Pool facility for as long as it owns the property.

It is expressly understood and agreed that the School District's obligations under this subparagraph (iv) are conditioned on the School District being able to sell the School District's Madison School building and site. In the event, but only in the event, of a sale of the Madison School property, the activities required in this paragraph will be completed within one year of the closing on that property.

It is further expressly understood and agreed that the sale of the City property to the School District is tied to the sale of certain School District property to the City. It is contemplated that the closings on the two transactions will occur at the same time. In the event that the sale/exchange of the School District property to the City is not consummated, this Agreement shall be null and void.

ARTICLE 3: TITLE, SURVEY AND INSPECTION MATTERS - SCHOOL DISTRICT PROPERTY

3.1 The School District agrees, at the School District's sole cost and expense, to furnish the City, as soon as possible the following:

(a) a commitment for a policy of title insurance for the Property without standard exceptions. The Commitment shall be dated as of a date later than the date hereof, issued by a title insurance company (the "Title Company") reasonably acceptable to the City and shall have attached to it legible copies of all documents listed as exceptions in Schedule B thereto. Any objection to title or the Commitment must be made, if at all, in writing, within seven (7) calendar days from the date of the City's receipt of the Commitment. Similarly, the City may request endorsements to the Commitment to satisfy the City or any prospective lender of the City within the same seven (7) calendar day period. The School District shall have ten (10) days from the date it is so notified in writing to remedy the claimed defects and to deliver a revision of the Commitment reasonably satisfactory to the City. However, with respect to any current claims against title, the School District shall have forty-five (45) days from the Effective Date to remedy same. If any defect is not or cannot be remedied within the specified periods, the City shall have the right to (a) assist the School District, with the School District's prior acknowledgment, in curing any defects or (b) terminate this Agreement. At Closing, the Title Company shall update the Commitment as of the Closing Date and endorse the Commitment to the City's reasonable satisfaction;

(b) any environmental reports, asbestos surveys, hazard material surveys, soil borings, wetland studies, engineering reports or other studies or reports in the School District's possession concerning the physical condition and operation of the Property or recommended improvements; and

(c) any and all other reports, studies, plans, agreements and contracts in the School District's possession relating directly or indirectly to the Property.

3.2 The City may, at its sole cost and expense, within ten (10) days from the Effective Date of this Agreement, obtain a survey (the "Survey") of the Property prepared by a land surveyor licensed under the laws of the State of Michigan. The Survey shall also certify the total acreage contained within the Property, means of ingress and egress to a public road or street are available and the net usable acreage contained within the property as herein defined. If the Survey is reasonably unacceptable to the City, the School District shall have twenty (20) days

from the date it is notified in writing by the City of the conditions of unacceptability to deliver a revision of the Survey, reasonably satisfactory to the City. If the School District is unable to remedy the defect in the Survey within this time, the City shall have the right to (a) assist the School District, with the School District's prior acknowledgment, in curing any defects, or (b) terminate this Agreement;

3.3 The City shall have ninety (90) days after the City's receipt of the School District's acceptance of this Agreement ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Property (both above ground and below ground) as the City deems appropriate in order to determine if the Property is satisfactory and suitable for the City's intended use and enjoyment. The City's inspection may include, but shall not be limited to: (i) a physical inspection of all aspects of the Property; (ii) an environmental analysis and investigation of the Property; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Property; (iv) a verification that there are no existing special assessments affecting the Property; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Property; and (viii) analyzing the results of any survey. Upon completion of the City's inspection, the City shall, at its sole cost and expense, restore the Property to a condition as good as its condition prior to such inspection. During the term of the Inspection Period and at all times prior to Closing, the City, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Property at all times for the purposes of performing the City's inspection provided the City has executed the attached Release and obtained such a Release from its Representatives. The City shall indemnify and hold the School District free and harmless from and against any liability arising therefrom except as caused by the acts or omissions of the School District or the School District's agents and employees. In the event that the City is dissatisfied with the results of the City's inspection, the City shall have the option to rescind and terminate this Agreement without penalty or liability, the City shall be entitled to the return of the Earnest Money deposit paid as of that time. The City shall deliver to the School District, free of charge, a copy of any and all reports or surveys prepared in accordance with this paragraph.

All of the City's inspections shall be performed at the City's sole cost and expense.

ARTICLE 4: TITLE, SURVEY AND INSPECTION MATTERS - CITY PROPERTY

4.1 The City agrees, at the City's sole cost and expense, to furnish the School District, as soon as possible the following:

(a) a commitment for a policy of title insurance for the Property without standard exceptions. The Commitment shall be dated as of a date later than the date hereof, issued by a title insurance company (the "Title Company") reasonably acceptable to the School District and shall have attached to it legible copies of all documents listed

as exceptions in Schedule B thereto. Any objection to title or the Commitment must be made, if at all, in writing, within seven (7) calendar days from the date of the School District's receipt of the Commitment. Similarly, the School District may request endorsements to the Commitment to satisfy the School District or any prospective lender of the School District within the same seven (7) calendar day period. The City shall have twenty (20) days from the date it is so notified in writing to remedy the claimed defects and to deliver a revision of the Commitment reasonably satisfactory to the School District. However, with respect to any current claims against title, the City shall have forty-five (45) days from the Effective Date to remedy same. If any defect is not or cannot be remedied within the specified periods, the School District shall have the right to (a) assist the City, with the City's prior acknowledgment, in curing any defects or (b) terminate this Agreement. At Closing, the Title Company shall update the Commitment as of the Closing Date and endorse the Commitment to the School District's reasonable satisfaction;

(b) any environmental reports, soil borings, wetland studies, engineering reports or other studies or reports in the City's possession concerning the physical condition and operation of the Property or recommended improvements; and

(c) any and all other reports, studies, plans, agreements and contracts in the City's possession relating directly or indirectly to the Property.

4.2 The School District may, at its sole cost and expense, within ten (10) days from the Effective Date of this Agreement, obtain a survey (the "Survey") of the Property prepared by a land surveyor licensed under the laws of the State of Michigan. The Survey shall also certify the total acreage contained within the Property, means of ingress and egress to a public road or street are available and the net usable acreage contained within the property as herein defined. If the Survey is reasonably unacceptable to the School District, the City shall have twenty (20) days from the date it is notified in writing by the School District of the conditions of unacceptability to deliver a revision of the Survey, reasonably satisfactory to the School District. If the City is unable to remedy the defect in the Survey within this time, the School District shall have the right to (a) assist the City, with the City's prior acknowledgment, in curing any defects, or (b) terminate this Agreement;

4.3 The School District shall have sixty (60) days after the School District's receipt of the City's acceptance of this Agreement ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Property (both above ground and below ground) as the School District deems appropriate in order to determine if the Property is satisfactory and suitable for the School District's intended use and enjoyment. The School District's inspection may include, but shall not be limited to: (i) a physical inspection of all aspects of the Property; (ii) an environmental analysis and investigation of the Property; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Property; (iv) a verification that there are no existing special assessments affecting the Property; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use

restrictions, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Property; and (viii) analyzing the results of any survey. Upon completion of the School District's inspection, the School District shall, at its sole cost and expense, restore the Property to a condition as good as its condition prior to such inspection. During the term of the Inspection Period and at all times prior to Closing, the School District, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Property at all times for the purposes of performing the School District's inspection provided the School District has executed the attached Release and obtained such a Release from its Representatives. The School District shall indemnify and hold the City free and harmless from and against any liability arising therefrom except as caused by the acts or omissions of the City or the City's agents and employees. In the event that the School District is dissatisfied with the results of the School District's inspection, the School District shall have the option to rescind and terminate this Agreement without penalty or liability, the School District shall be entitled to the return of the Earnest Money deposit paid as of that time. The School District shall deliver to the City, free of charge, a copy of any and all reports or surveys prepared in accordance with this paragraph.

All of the School District's inspections shall be performed at the School District's sole cost and expense.

ARTICLE 5: CLOSING

5.1 Closing shall occur on or before March 15, 2013.

5.2 At Closing, the parties shall execute and exchange with each other, the following:

(a) Warranty Deeds for the respective Properties conveying: title to the particular Property which is marketable, subject only to recorded building and use restrictions and recorded easements as accepted by the parties at the issuance of title insurance, free and clear of all liens, claims, encumbrances and rights of any other parties whatsoever and otherwise in a condition acceptable to the Title Company for the issuance of a title insurance policy pursuant to the respective Commitments (the "Title Policy"); and

(b) such other documents relating to the purchase of the particular Property which may reasonably be requested by the other party or the Title Company.

5.3 Each party shall also pay real estate transfer taxes if any imposed under Michigan law, title insurance premiums, and any other costs which are incurred in connection with delivery of title or incident to the respective seller's obligations pursuant to this Agreement.

ARTICLE 6: DEFAULT

If, prior to the Closing, either Party fails to perform as required by this Agreement, or if any material representation or warranty of a Party is untrue, that Party shall be in default, and the non-defaulting Party may avail itself of any remedy available at law, including, but not limited to

(a) nullifying this Agreement, (b) instituting an action for specific performance, and/or (c) recovering from the defaulting Party all of the non-defaulting Party's reasonable actual costs incurred in connection with this Agreement, including professional fees (including attorney fees). Alternatively, the non-defaulting Party may waive such failure to perform or misrepresentation and proceed to Closing.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES - SCHOOL DISTRICT

The School District warrants and represents that as of the date hereof and at Closing:

7.1 The School District is a Michigan general powers school district with full power and authority to own its properties. The School District has full power and authority to enter into this Agreement and to consummate the transactions contemplated herein. This Agreement and all other agreements or documents to be executed by the School District pursuant hereto are or shall be as of the Closing Date, as the case may be, duly executed and delivered by the School District and shall be valid, binding and enforceable in accordance with their respective terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will (i) require a consent that has not been obtained prior to the execution of this Agreement to which the School District is bound, including but not limited to, any right of first refusal or option to purchase granted to a third party, or (ii) give rise to any other rights, at law or by agreement, that would give rise to any rights of first refusal or prevent the consummation of the transaction contemplated herein.

7.2 To the best of the School District's knowledge:

- (a) none of the Property has been excavated or used as a landfill;
- (b) no fill has been deposited on the Property;
- (c) no construction debris or other debris (including, without limitation, rocks, stumps or concrete) is buried on any of the Property;
- (d) there are no hazardous wastes, toxic materials or electrical transformers in, on, about or beneath the Property. In terms of asbestos, the School District represents that, to the best of its knowledge, there is no uncapped asbestos or asbestos which is in any manner not in compliance with the local building codes;
- (e) The School District will remove, at its sole cost and expense, any personal property on site which is not attached or part of the sale of the real estate; and
- (f) there are no other facts or circumstances which result in noncompliance with any federal, state and local environmental laws and regulations.

7.3 The School District has good and marketable title to the Property free and clear of all liens and encumbrances and upon purchase from the School District, the City shall acquire ownership of the entirety of interests in the Property.

7.4 There are no violations by the School District of any laws, zoning ordinances or building rules or regulations affecting the Property. Neither the School District nor the Property are subject to any judgment, order, writ, injunction or decree of any court or governmental instrumentality which might prohibit the consummation of the transaction contemplated herein.

7.5 The School District is not subject to any commitment, obligation or agreement, including, but not limited to, any right of first refusal or option to purchase granted to a third party, which might prevent the consummation of the transaction contemplated herein or which might bind the City, subsequent to the consummation of this Agreement.

7.6 None of the information prepared and provided by the School District, or its agents pursuant to this Agreement or any of the representations and warranties set forth in this Article 7, contain any untrue statement of material fact or fail to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES - CITY

The City warrants and represents that as of the date hereof and at Closing:

8.1 The City is a Michigan municipal corporation with full power and authority to own its properties. The City has full power and authority to enter into this Agreement and to consummate the transactions contemplated herein. This Agreement and all other agreements or documents to be executed by the City pursuant hereto are or shall be as of the Closing Date, as the case may be, duly executed and delivered by the City and shall be valid, binding and enforceable in accordance with their respective terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will (i) require a consent that has not been obtained prior to the execution of this Agreement to which the City is bound, including but not limited to, any right of first refusal or option to purchase granted to a third party, or (ii) give rise to any other rights, at law or by agreement, that would give rise to any rights of first refusal or prevent the consummation of the transaction contemplated herein.

8.2 To the best of the City's knowledge:

- (a) none of the Property has been excavated or used as a landfill;
- (b) no fill has been deposited on the Property;
- (c) no construction debris or other debris (including, without limitation, rocks, stumps or concrete) is buried on any of the Property;
- (d) there are no hazardous wastes, toxic materials or electrical transformers in, on, about or beneath the Property. In terms of asbestos, the City represents that, to the best of its knowledge, there is no uncapped asbestos or asbestos which is in any manner not in compliance with the local building codes;

(e) the City will remove, at its sole cost and expense, any personal property on site which is not attached or part of the sale of the real estate; and

(f) there are no other facts or circumstances which result in noncompliance with any federal, state and local environmental laws and regulations.

8.3 The City has good and marketable title to the Property free and clear of all liens and encumbrances and upon purchase from the City, the School District shall acquire ownership of the entirety of interests in the Property.

8.4 There are no violations by the City of any laws, zoning ordinances or building rules or regulations affecting the Property. Neither the City nor the Property are subject to any judgment, order, writ, injunction or decree of any court or governmental instrumentality which might prohibit the consummation of the transaction contemplated herein.

8.5 The City is not subject to any commitment, obligation or agreement, including, but not limited to, any right of first refusal or option to purchase granted to a third party, which might prevent the consummation of the transaction contemplated herein or which might bind the School District, subsequent to the consummation of this Agreement.

8.6 None of the information prepared and provided by the City, or its agents pursuant to this Agreement or any of the representations and warranties set forth in this Article 7, contain any untrue statement of material fact or fail to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

ARTICLE 9: DAMAGE AND CONDEMNATION

The risk of loss or damage to the Property by fire, condemnation or otherwise prior to the date of Closing shall remain with the seller in each transaction. The seller shall promptly notify the purchaser of any impending or actual condemnation proceedings against the Property or any portion thereof of which the seller has notice. If any portion of the Property shall be threatened to be taken as a result of condemnation proceedings or damaged as a result of fire or other casualty prior to the Closing, the purchaser of the particular property shall have the right to:

(a) terminate this Agreement by written notice to the seller within ten (10) days after receipt of notice of such proceedings or damage, and neither party shall have any further liability hereunder; or

(b) proceed to Closing as herein provided, agreeing to take the Property in its then current condition, and in such event the purchaser shall be entitled to receive all of the condemnation or insurance proceeds payable as a result of such condemnation or such damage, unless the seller's underwriter or governmental entity does not permit any proceeds to be payable to the purchaser.

The provisions of this Article 9 shall be in lieu of (and the School District and the City hereby waive the provisions of) any contradictory provision of any statute or case law affecting risk of loss of real or personal Property.

ARTICLE 10: CONDITIONS PRECEDENT TO CLOSE

Anything to the contrary notwithstanding, the respective parties shall have no obligation to consummate this transaction, unless and until the conditions set forth in this Article have been satisfied by the seller or waived by the purchaser in writing. Such conditions precedent are as follows:

(a) Both transactions contemplated by this Agreement are scheduled for a simultaneous closing and both do, in fact, close.

(b) All representations, warranties and covenants of the seller hereunder shall be true and correct in all material respects on the Closing Date.

(c) Between the date of this Agreement and Closing Date, there shall have been no intervening destruction, damage or condemnation which would entitle the purchaser to terminate this Agreement.

(d) No additional hazardous wastes or violations of any State or Federal environmental law shall have been discovered. In terms of the possible presence of mold, the purchaser may, prior to the date of Closing, determine to have the Property further inspected, and a containment or removal plan developed.

(e) In connection with any representation or warranty which is limited to the seller's knowledge, no information shall have been discovered which, if known by the seller, would make such representation or warranty incorrect or misleading.

ARTICLE 11: NO ASSUMPTION OF LIABILITIES

The parties acknowledge that in both instances, the transactions contemplate only the sale and purchase of the particular Property or Properties and that the seller is not selling a business, nor do the parties intend that the purchaser be deemed a successor of the seller with respect to any liabilities of the seller to any third parties. Accordingly, the purchaser shall neither assume nor be liable for any of the debts, liabilities, taxes or obligations of, or claims against, the seller or of any other person or entity of any kind or nature, whether existing now, on the Closing Date or at any time thereafter, and the seller hereby represents, warrants, covenants and agrees to defend, indemnify and hold the purchaser harmless from any liability with respect thereto, including attorney's fees.

ARTICLE 12: MISCELLANEOUS

12.1 For purposes of this Agreement, all notices shall be in writing and shall be addressed to the party or parties being notified at the address set forth below or at such other address as a party may from time to time designate in writing.

To the School District:

School District of the City of Wyandotte
639 Oak Street
Wyandotte, Michigan 48192

Attn: Dr. Carla S. Harting
Superintendent of Schools
Wyandotte Public Schools
639 Oak Street
Wyandotte, MI 48192
(734) 759-6001

To the City:

City of Wyandotte
3131 Biddle Avenue
Wyandotte, Michigan 48192

Attn: Todd Drysdale, CPA
City Administrator
City of Wyandotte
3131 Biddle Avenue
Wyandotte, MI 48192
734-324-4566

Notice may be given by postage prepaid, certified or registered mail, return receipt requested, or by overnight courier.

12.2 Whenever any time period hereunder expires upon a Saturday, Sunday or a legal holiday under the State of Michigan, such date shall be extended until the next succeeding business day.

12.3 The respective seller will defend, indemnify and hold harmless the purchaser and its successors and assigns (including reasonable attorney’s fees), against and in respect of, any and all damages, claims, loss, and expense, which the purchaser may sustain resulting from any misrepresentation, breach of warranty, or non-fulfillment of any covenant, condition or agreement on the part of the seller.

12.4 The representations, warranties, covenants, and agreements contained in this Agreement and the exhibits thereto or other instrument provided for in this Agreement shall be effective as of the Closing Date, shall survive the Closing Date, and shall continue in full force and effect.

12.5 This Agreement shall be governed by the laws of the State of Michigan.

12.6 This Agreement may be executed in counterparts and all counterparts when so executed shall constitute one and the same Agreement. This Agreement shall become binding only upon attachment of all exhibits listed herein and delivery by the seller to the purchaser of a fully executed counterpart with all exhibits so attached. The date on which said delivery is made by the seller shall be referred to herein as the “Effective Date.”

12.7 The seller grants the purchaser permission to install a marketing sign on the Property.

12.8 The City hereby does warrant and represent that no familial relationship exists between a member of the City Council and/or any principal officer of the City and any member of the School District of the City of Wyandotte, Board of Education or Superintendent of Schools.

12.9 The School District hereby does warrant and represent that no familial relationship exists between any member of the School District's Board of Education or Superintendent of Schools and a member of City Council and/or any of its principal officers.

12.10 The Effective Date of this Agreement shall be the date of the later of the two parties' acknowledgment of the receipt of the signed acceptance of this Agreement.

12.11 Time shall be of the essence.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

**SCHOOL DISTRICT OF THE CITY
OF WYANDOTTE**

CITY OF WYANDOTTE

By: _____

By: _____

Its: President, Board of Education

Its: Mayor

By: _____

Its: City Clerk

Dated: December 6, 2012

Dated: December ____, 2012

00172321

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTIONS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

5

MEETING DATE: December 10, 2012

AGENDA ITEM #

ITEM: Application to Michigan Blight Elimination Program for the Demolition of 3131 Biddle Avenue

PRESENTER: Mark A. Kowalewski, City Engineer *Mark Kowalewski*

BACKGROUND: The States have received a settlement with five of the nation's largest mortgage servicers following a lawsuit regarding mortgage foreclosure practices. Michigan received \$97.2 million and the state allocated \$25 million to create a Blight Elimination Program to demolish vacant and abandoned properties and promote public safety, stabilize property values, and enhance economic development opportunities. The grant program aligns well with the planned demolition of the City Hall building at 3131 Biddle Avenue. Application deadline is December 12, 2012, with selection expected by February 15, 2013.

STRATEGIC PLAN/GOALS: The City is committed to enhancing the community's quality of life by, fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods, promoting the finest in design, amenities and associated infra-structure improvements in all new developments

ACTION REQUESTED: Mayor and Council support the application to the Michigan Blight Elimination Program to demolish the building at 3131 Biddle Avenue

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Submit application to the Michigan Blight Elimination Program for the demolition of the building at 3131 Biddle Avenue

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *Quydah OK*

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS:

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 10, 2012

RESOLUTION by Councilperson _____

BE IT RESOLVED

Resolved by the Mayor and City Council that Council concurs with the City Engineer in applying to Michigan blight Elimination Program for funds to demolish the building at 3131 Biddle Avenue; AND

BE IT FURTHER RESOLVED that Council here by supports the application to Michigan Blight Elimination Program for the demolition of the property at 3131 Biddle Avenue.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
	Browning	
	DeSana	
	Fricke	
	Galeski	
	Sabuda	
	Stec	



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 10, 2012

AGENDA ITEM #

ITEM: Neighborhood Stabilization Homes (NSP2) - Sales Price

PRESENTER: Mark A. Kowalewski, City Engineer 

BACKGROUND: This is an NSP2 Project. The homes at 136 Mulberry, 140 Mulberry, 821 Ash, 2320 8th Street, and 2456 8th Street are homes that are being constructed with NSP2 fund as new construction. The home at 821 Ash is a fully accessible home. All homes will have geothermal. An appraisal has been performed by Silverwood Appraisal which indicates the following:

	<u>Appraised Value</u>
136 Mulberry	\$113,000.00
140 Mulberry	\$120,000.00
821 Ash	\$135,000.00
2320 8 th Street	\$130,000.00
2456 8 th Street	\$130,000.00

These units would be available for 50% of AMI or below 120% AMI. Selling these properties in compliance with the Sales Policy.

STRATEGIC PLAN/GOALS: By fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods. Also by promoting the finest in design, amenities and associated infra-structure improvements in all new developments

ACTION REQUESTED: Adopt a resolution approving the listing of the homes at 136 Mulberry, 140 Mulberry, 821 Ash, 2320 8th Street, and 2456 8th Street with Downriver Real Estate Group for the above amounts.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: List the homes with Downriver Real Estate Group with open houses being held on Sunday, December 16th and Saturday, December 29, 2012, from 12:00 a.m. to 3:00 p.m. The Lottery Drawing will be held on Wednesday, January 2, 2013, at 2:00 p.m. in the City Clerk's Office.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

 OK

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 10, 2012

AGENDA ITEM # _____

LEGAL COUNSEL'S RECOMMENDATION: *WRL*

MAYOR'S RECOMMENDATION: *Art.*

LIST OF ATTACHMENTS:

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 10, 2012

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the City Engineer to list for sale the NSP2 property at 136 Mulberry, 140 Mulberry, 821 Ash, 2320 8th Street, and 2456 8th Street. Open Houses will be held on Sunday, December 16th and Saturday, December 29, 2012, from 12:00 a.m. to 3:00 p.m.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

cc: Jerry Miller, Downriver Real Estate Group
DMC Construction
Claude Marcoux, Engineering Department
Ralph Hope, Engineering Department
Santina Daly

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

7

MEETING DATE: December 10, 2012

AGENDA ITEM # _____

ITEM: NSP2 Project Bid Pack 6B – Award 451 & 459 Ford Avenue.
File # 4594

PRESENTER: Mark Kowalewski, City Engineer *Mark Kowalewski*

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: MSHDA has reallocated \$836,295.00 of additional funds to Wyandotte. In addition, MSHDA has indicated that Program Income receive after February 11, 2013, but before April 30, 2013, up to \$568,532.00 may be utilized by Wyandotte for Bid Pack #6B to include two (2) more properties located at 451 Ford Avenue & 459 Ford Avenue.

On September 17, 2012, City Council awarded a portion of NSP2 Bid Pack #6 to Pizzo Development in the amount of \$379,000 for two (2) properties located at 2456 8th and 2320 8th. The bids for 451 Ford Avenue is \$189,000 and the bid amount for 459 Ford Avenue is \$199,000. Attached are summaries of revenue and expenditures for the NSP2 Program.

STRATEGIC PLAN/GOALS: By fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods. Also by promoting the finest in design, amenities and associated infra-structure improvements in all new developments

ACTION REQUESTED: Accept additional funding from MSHDA and award Pizzo Development the construction of two (2) new homes located at 451 & 459 Ford Avenue.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Revenue 101-000-510-055 NSP2 New Construction Revenue \$836,295.00 Expenditure NSP2 funds – Account #: 101-440-925-756 - New Construction \$836,295.00

IMPLEMENTATION PLAN: Implement construction with a deadline of April 30th 2012.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *OK Sample*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *JRP by JD*

LIST OF ATTACHMENTS: Summary NSP2 Revenue/Expenditures; Program Income NSP2; Expenditures NSP2; NSP2 Budget Amendment Summary; Amendment to Grant; Summary File #4594 NSP2 Bid Pack #6; Program Income Approval

C

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 10, 2012

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council authorizes the Mayor and City Clerk to sign the NSP2 Grant Amendment in the amount of \$373,844.00 and the future NSP2 Grant Amendment in the amount of \$462,451.00 which includes Program Income being utilized up to \$568,532 with an extension to April 30, 2013; AND

BE IT FURTHER RESOLVED that Council awards the construction of NSP2 home at 451 Ford Avenue in the amount of \$189,000 and 459 Ford Avenue in the amount of \$199,000 for a total award for \$388,000 to Pizzo Development; AND

BE IT FURTHER RESOVLED that a Budget Amendments are approved as follows: Revenue in the amount of \$836,295.00 to account #101-000-510-055 NSP2 New Construction Revenue and Expenditure in the amount of \$836,295.00 to account #101-440-925-756 NSP2 New Construction.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

SUMMARY NSP2

Information as of

Expected Expenses	\$	9,202,141.00
Acquisition of Vinewood Village	\$	495,813.00
Budgeted Administration	\$	373,697.00
Housing Counseling	\$	9,900.00
		<hr/>
Total Expenses	\$	10,081,551.00
Grant Award	\$	6,438,036.00
Expected Program Income BP #1 thru BP#5	\$	2,300,026.00
Reallocated Funds from Land Bank	\$	857,465.00
Reallocated Funding Awards 10-08-12	\$	373,844.00
Reallocated Funding Awards 11-16-12	\$	462,451.00
		<hr/>
Total Revenue	\$	10,431,822.00
TOTAL REVENUE	\$	10,431,822.00
TOTAL EXPENDITURES	\$	10,081,551.00
		<hr/>
Excess Revenue if all houses close thru BP5 by April 30, 2013		
	\$	350,270.73

NOTE: Program Income from 2320 8th Street, 2456 8th Street, 451 Ford Avenue and 459 Ford Avenue are anticipated to be received after April 30, 2013, and forwarded to MSHDA

PROGRAM INCOME - NSP2

ADDRESS	ANTICIPATED PROGRAM INCOME (P.I.) -or- Cash to Seller at Closing from HUD - 1	P.I. ADMINISTRATION	P.I. CONSTRUCTION	AMOUNT RECEIVED AT CLOSING	P.A. APPROVED	Buyer
<i>BID PACKAGE 1</i>						
213 Cedar	\$ 60,977.00	\$ 6,097.70	\$ 54,953.60	\$ 60,977.00	\$ 100,000.00	Shawn Slage 5/09/12
247 Walnut	\$ 57,779.35	\$ 5,777.94	\$ 52,001.42	\$ 57,779.35	\$ 120,000.00	Travis Brown 8/8/12
257 Walnut	\$ 42,490.00	\$ 4,249.00	\$ 38,241.00	Dec. Closing	\$ 120,000.00	Robert Toboy 12/21/12
<i>BID PACKAGE 2</i>						
456 Vinewood	\$ 49,916.69	\$ 4,991.67	\$ 44,925.02	\$ 49,916.69	\$ 118,000.00	N. Mendoza 9/19/12
115 Poplar	\$ 40,204.00	\$ 4,020.40	\$ 36,183.60	Dec. Closing	\$ 118,000.00	Dorothy Blair 12/21/12
2406 8th Street	\$ 31,346.36	\$ 3,134.64	\$ 28,211.72	Dec. Closing	\$ 120,000.00	Keith Lenard Jr. 12/21/12
2446 8th Street	\$ 72,000.00	\$ 7,200.00	\$ 64,800.00	Dec. Closing	\$ 128,000.00	Kevin Salla 12/21/12
2445 Cora	\$ 51,269.99	\$ 5,127.00	\$ 46,142.99	\$ 51,269.99	\$ 128,000.00	Alecia Hurt 7/26/12
2250 Cora	\$ 87,917.35	\$ 8,791.74	\$ 79,125.62	\$ 87,917.35	\$ 118,000.00	Frederick Bielby 11/30/12
2632 9th Street	\$ 66,025.00	\$ 6,602.50	\$ 59,422.50	est	\$ 97,000.00	Fletcher
<i>BID PACKAGE 3</i>						
641 Vinewood	\$ 53,000.00	\$ 5,300.00	\$ 47,700.00	Dec. Closing	\$ 74,000.00	Dayne Demyanovich
643 Vinewood	\$ 54,050.00	\$ 5,405.00	\$ 48,645.00	Dec. Closing	\$ 74,000.00	Nathan Moczynski
645 Vinewood	\$ 54,050.00	\$ 5,405.00	\$ 48,645.00	Dec. Closing	\$ 74,000.00	Jennifer Schrettner
647 Vinewood	\$ 31,986.00	\$ 3,198.60	\$ 28,787.40	Dec. Closing	\$ 74,000.00	David Tarnoski
70% Act. Del.						
649 Vinewood	\$ 66,012.50	\$ 3,500.00	\$ 62,512.50	est	\$ 88,500.00	Deladurantaye
651 Vinewood	\$ 61,888.00	\$ 6,601.25	\$ 55,286.75	est	\$ 83,500.00	Shampaigne
653 Vinewood	\$ 66,013.00	\$ 6,000.00	\$ 60,013.00	est	\$ 83,500.00	March
655 Vinewood	\$ 46,600.00	\$ 6,000.00	\$ 40,600.00	est	Estimated to close by 2/10/13	
657 Vinewood	\$ 55,000.00	\$ 4,660.00	\$ 50,340.00	est	\$ 88,500.00	Brown
659 Vinewood	\$ 59,000.00	\$ 5,500.00	\$ 53,500.00	est	Estimated to close by 2/10/13	
616 Superior	\$ 73,438.00	\$ 7,343.80	\$ 66,094.20	est	\$ 97,500.00	Welsh
618 Superior	\$ 48,967.00	\$ 4,896.70	\$ 44,070.30	est	\$ 97,500.00	Laurin
620 Superior	\$ 73,438.00	\$ 7,343.80	\$ 66,094.20	est	\$ 97,500.00	Elden
622 Superior	\$ 68,000.00	\$ 7,343.80	\$ 60,656.20	est	\$ 97,500.00	Motorojescu

Updated 12/04/12

PROGRAM INCOME

ADDRESS	PROGRAM INCOME (P.I.)	P.I. ADMINISTRATION	P.I. CONSTRUCTION	ACTUAL	P.A. APPROVED / ESTIMATE	Buyer
<i>BID PACKAGE 4</i>						
2325 8th Street	\$ 68,000.00	\$ 6,800.00	\$ 61,200.00	Dec. Closing	\$ 128,000.00	Tammy Folger 12/21/12
3102 9th Street	\$ 50,461.17	\$ 5,046.12	\$ 45,415.05	\$ 50,461.17	\$ 108,000.00	Chris Curl 11/30/12
234 Chestnut	\$ 44,258.92	\$ 4,425.89	\$ 39,833.03	\$ 44,258.92	\$ 113,000.00	Bridget Anderson 11/30/12
474 Cedar	\$ 87,050.00	\$ 8,705.00	\$ 78,345.00	Dec. Closing	\$ 114,000.00	Vito Mazzola
2421 10th	\$ 43,000.00	\$ 4,300.00	\$ 38,700.00	Dec. Closing	\$ 128,000.00	Kimberly Kelsey
1472 Dee	\$ 87,875.00	\$ 8,787.50	\$ 79,087.50	Dec. Closing	\$ 115,000.00	Alysse Grignon
1147 Oak	\$ 45,013.00	\$ 4,501.30	\$ 40,511.70	Dec. Closing	\$ 114,500.00	Francis Kearney
 <i>BID PACKAGE 5</i>						
316 Chestnut	\$ 77,563.00	\$ 7,756.30	\$ 69,806.70	est	\$ 102,500.00	Davis
1322 Oxford Ct	\$ 73,850.00	\$ 7,385.00	\$ 66,465.00	est	\$ 98,000.00	Stevens
2064 5th Street	\$ 68,487.00	\$ 6,848.70	\$ 61,638.30	est	\$ 91,500.00	Lybrand
821 Ash	\$ 70,000.00	\$ 7,000.00	\$ 63,000.00	est		Estimated to close after 2/10/2013
2351 9th Street	\$ 63,000.00	\$ 6,300.00	\$ 56,700.00	est	\$ 118,000.00	Vazquez/Salinas
136 Mulberry	\$ 74,600.00	\$ 7,460.00	\$ 67,140.00	est		Estimated to close after 2/10/2013
140 Mulberry	\$ 75,500.00	\$ 7,550.00	\$ 67,950.00	est		Estimated to close after 2/10/2013
 GRANT TOTAL BID PACKAGE 1 THRU 5						
	\$ 2,300,026.33	\$ 227,356.33	\$ 2,072,744.30			
 ADDRESS <i>BID PACKAGE 6</i>						
1745 2nd	n/a					
1701 5th Street	n/a					
459 Ford	\$ 76,500.00	\$ 7,650.00	\$ 68,850.00	est		Estimated to close after 4/30/2013
2320 8th Street	\$ 75,500.00	\$ 7,550.00	\$ 67,950.00	est		Estimated to close after 2/10/2013
451 Ford	\$ 76,500.00	\$ 7,650.00	\$ 68,850.00	est		Estimated to close after 4/30/13
2456 8th Street	\$ 75,500.00	\$ 7,550.00	\$ 67,950.00	est		Estimated to close after 2/10/2013
897 Vinewood	n/a					

Updated 12/04/12

EXPENDITURES NPS2

BID PACKAGE 1

CONTRACTOR	ADDRESS	UNIT COST	EXTRA COSTS	Unit Cost +		Municipal Service		Pizzo -	TOTAL PROJECT	ACTIVITY		
				Extra Costs	Geothermal	Electrical	Cost			DELIVERY	Actual	Act Del
<i>Pizzo Development</i>												
	213 Cedar	\$ 145,079.00	\$ 43,463.46	\$ 188,542.46	\$ 36,017.50	\$ 189.38	\$ -	\$ 500.00	\$ 225,249.64	\$ 33,862.45	\$ 42,375.49	\$ 267,625.13
	247 Walnut	\$ 176,697.00	\$ 13,709.00	\$ 190,406.00	\$ 34,545.50	\$ 4,511.10	\$ -	\$ 215.00	\$ 228,338.60	\$ 34,382.04	\$ 31,905.26	\$ 260,243.86
	257 Walnut	\$ 176,527.00	\$ 23,148.56	\$ 199,675.56	\$ 44,624.42	\$ 1,544.71	\$ -	\$ 875.00	\$ 246,719.69	\$ 37,139.20	\$ 33,009.08	\$ 279,728.77
												\$ 807,597.76

BID PACKAGE 2

CONTRACTOR	ADDRESS	UNIT COST	EXTRA COSTS	Unit Cost +		Municipal Service		Pizzo-Maintenance	TOTAL COSTS	ACTIVITY		
				Extra Costs	Geothermal	Electrical	Cost			DELIVERY	Actual	Act Del
<i>Pizzo Development</i>												
	456 Vinewood	\$ 178,469.00	\$ 17,074.66	\$ 195,543.66	\$ 31,784.00	\$ 1,074.31	\$ -	\$ 150.00	\$ 229,451.97	\$ 34,440.30	\$ 28,176.09	\$ 257,628.06
	115 Poplar	\$ 180,090.00	\$ 35,558.65	\$ 215,648.65	\$ 31,784.00	\$ 3,867.13	\$ -	\$ 150.00	\$ 251,449.78	\$ 37,739.97	\$ 35,491.23	\$ 286,941.01
	2406 8th Street	\$ 177,549.00	\$ 18,593.54	\$ 196,142.54	\$ 31,633.90	\$ 189.68	\$ -	\$ -	\$ 227,966.12	\$ 34,194.92	\$ 29,149.64	\$ 257,115.76
	2446 8th Street	\$ 170,273.00	\$ 16,359.02	\$ 186,632.02	\$ 31,764.49	\$ 1,544.71	\$ -	\$ -	\$ 219,941.22	\$ 32,991.18	\$ 28,934.54	\$ 248,875.76
	2445 Cora	\$ 171,616.00	\$ 15,727.11	\$ 187,343.11	\$ 31,776.50	\$ 2,512.10	\$ -	\$ -	\$ 221,631.71	\$ 33,244.76	\$ 26,774.25	\$ 248,405.96
	2250 Cora	\$ 168,660.00	\$ 18,827.37	\$ 187,487.37	\$ 31,771.99	\$ 1,974.31	\$ -	\$ 150.00	\$ 221,383.67	\$ 33,230.05	\$ 27,609.33	\$ 248,993.00
	2632 9th Street	\$ 139,523.00	\$ 97,533.27	\$ 249,147.74	\$ 31,472.01	\$ 22,866.18	\$ -	\$ -	\$ 303,485.93	\$ 45,522.89	\$ 45,522.89	\$ 349,008.82
												\$ 1,896,968.37

BID PACKAGE 3

CONTRACTOR	ADDRESS	UNIT COST	EXTRA COSTS	Unit Cost +		Municipal Service		Maintenance	TOTAL COSTS	ACTIVITY		
				Extra Costs	Geothermal	Electrical	Cost			DELIVERY	Actual	Act Del
<i>DMC Contractor</i>												
Building #1	641 Vinewood	\$ 30,476.00	\$ 4,755.61	\$ 35,231.61	\$ -	\$ -	\$ -	\$ -	\$ 35,231.61	\$ 5,284.74	\$ 6,295.82	\$ 41,527.43
	643 Vinewood	\$ 30,476.00	\$ 4,506.08	\$ 34,982.08	\$ -	\$ -	\$ -	\$ -	\$ 34,982.08	\$ 5,247.31	\$ 6,300.22	\$ 41,282.30
	645 Vinewood	\$ 30,476.00	\$ 4,015.64	\$ 34,491.64	\$ -	\$ -	\$ -	\$ -	\$ 34,491.64	\$ 5,173.75	\$ 5,743.91	\$ 40,235.55
	647 Vinewood	\$ 30,476.00	\$ 4,323.20	\$ 34,799.20	\$ -	\$ -	\$ -	\$ -	\$ 34,799.20	\$ 5,219.88	\$ 5,926.66	\$ 40,725.86
Building #2	649 Vinewood	\$ 74,645.00	\$ 7,459.79	\$ 82,104.79	\$ 30,707.81	\$ 189.68	\$ -	\$ -	\$ 113,002.28	\$ 16,950.34	\$ 16,950.34	\$ 129,952.62
	651 Vinewood	\$ 74,645.00	\$ 5,148.24	\$ 79,793.24	\$ 30,695.81	\$ 189.68	\$ -	\$ -	\$ 110,678.73	\$ 16,601.81	\$ 16,601.81	\$ 127,280.54
	653 Vinewood	\$ 74,645.00	\$ 6,690.74	\$ 81,335.74	\$ 30,707.81	\$ 189.68	\$ -	\$ -	\$ 112,233.23	\$ 16,834.98	\$ 16,834.98	\$ 129,068.21
	655 Vinewood	\$ 74,645.00	\$ 4,955.46	\$ 79,600.46	\$ 30,595.81	\$ 189.68	\$ -	\$ -	\$ 110,485.95	\$ 16,572.89	\$ 16,572.89	\$ 127,058.84
	657 Vinewood	\$ 74,645.00	\$ 6,406.93	\$ 81,051.93	\$ 30,707.81	\$ 189.68	\$ -	\$ -	\$ 111,949.42	\$ 16,792.41	\$ 16,792.41	\$ 128,741.83
	659 Vinewood	\$ 74,645.00	\$ 5,804.83	\$ 80,449.83	\$ 35,922.93	\$ 189.68	\$ -	\$ -	\$ 116,562.44	\$ 17,484.37	\$ 17,484.37	\$ 134,046.81
Building #3	616 Superior	\$ 163,014.00	\$ 1,101.06	\$ 164,115.06	\$ 30,404.42	\$ 189.68	\$ -	\$ -	\$ 194,709.16	\$ 29,206.37	\$ 29,206.37	\$ 223,915.53
	618 Superior	\$ 163,014.00	\$ 1,101.06	\$ 164,115.06	\$ 30,404.42	\$ 189.68	\$ -	\$ -	\$ 194,709.16	\$ 29,206.37	\$ 29,206.37	\$ 223,915.53
Building #4	620 Superior	\$ 163,014.00	\$ 1,101.06	\$ 164,115.06	\$ 30,404.42	\$ 189.68	\$ -	\$ -	\$ 194,709.16	\$ 29,206.37	\$ 29,206.37	\$ 223,915.53
	622 Superior	\$ 163,014.00	\$ 1,101.06	\$ 164,115.06	\$ 30,392.42	\$ 189.68	\$ -	\$ -	\$ 194,697.16	\$ 29,204.57	\$ 29,204.57	\$ 223,901.73
												\$ 25,000.00
												\$ 1,860,568.31

BID PACKAGE 4

CONTRACTOR	ADDRESS	UNIT COST	EXTRA COSTS	Unit Cost +		Municipal Service		Maintenance	TOTAL COSTS	ACTIVITY DELIVERY		Grand Total
				Extra Costs	Geothermal	Electrical	COST 15%			Actual Act Del		
SOLE'	2325 8th Street	\$ 167,500.00	\$ 8,233.54	\$ 175,733.54	\$ 32,221.35	\$	1,974.31	\$ 209,929.20	\$ 31,489.38	\$ 27,516.80	\$	237,446.00
	3102 9th Street	\$ 186,400.00	\$ 18,268.68	\$ 204,668.68	\$ 32,078.86	\$	1,974.31	\$ 238,721.85	\$ 35,808.28	\$ 32,107.54	\$	270,829.39
	234 Chestnut	\$ 194,000.00	\$ 27,986.54	\$ 221,986.54	\$ 32,216.86	\$	1,974.31	\$ 256,177.71	\$ 38,426.66	\$ 35,704.31	\$	291,882.02
	474 Cedar	\$ 172,450.00	\$ 16,372.91	\$ 188,822.91	\$ 31,928.86	\$	189.68	\$ 220,941.45	\$ 33,141.22	\$ 29,051.09	\$	249,992.54
	2421 10th	\$ 168,900.00	\$ 17,680.29	\$ 186,580.29	\$ 32,209.35	\$	189.68	\$ 218,979.32	\$ 32,846.90	\$ 28,832.75	\$	247,812.07
	1472 Dee	\$ 169,900.00	\$ 20,803.26	\$ 190,703.26	\$ 32,066.86	\$	3,867.13	\$ 226,637.25	\$ 33,995.59	\$ 30,913.83	\$	257,551.08
	1147 Oak	\$ 167,500.00	\$ 16,996.24	\$ 184,496.24	\$ 32,078.86	\$	189.68	\$ 216,764.78	\$ 32,514.72	\$ 28,069.08	\$	244,833.86
											\$	1,800,346.96

BID PACKAGE 5

Former Addresses	ADDRESS	UNIT COST	EXTRA COSTS	Unit Cost +		Municipal Service		Maintenance	TOTAL COSTS	ACTIVITY DELIVERY		Grand Total
				Extra Costs	Geothermal	Electrical	COST 15%			Actual Act Del		
DMC	316 Chestnut	\$ 134,740.00	\$ 2,119.70	\$ 136,859.70	\$ 45,000.00	\$	10,000.00	\$ 191,859.70	\$ 28,778.96	\$ 28,006.74	\$	219,866.44
	1322 Oxford Ct	\$ 140,488.00	\$ 8,187.65	\$ 148,675.65	\$ 32,000.00	\$	2,000.00	\$ 182,675.65	\$ 27,401.35	\$ 26,173.20	\$	208,848.85
	2064 5th Street	\$ 151,385.00	\$ 2,200.00	\$ 153,585.00	\$ 32,000.00	\$	2,000.00	\$ 187,585.00	\$ 28,137.75	\$ 27,807.75	\$	215,392.75
(815-823 Ash)	821 Ash	\$ 231,710.00	\$ 20,000.00	\$ 251,710.00	\$ 32,000.00	\$	2,000.00	\$ 285,710.00	\$ 42,856.50	\$ 42,856.50	\$	328,566.50
(2343-2353 9th)	2351 9th Street	\$ 187,355.00	\$ 1,150.00	\$ 188,505.00	\$ 32,000.00	\$	2,000.00	\$ 222,505.00	\$ 33,375.75	\$ 33,203.25	\$	255,708.25
130 Mulberry	136 Mulberry	\$ 158,645.00	\$ 1,150.00	\$ 159,795.00	\$ 32,000.00	\$	2,000.00	\$ 193,795.00	\$ 29,069.25	\$ 28,896.75	\$	222,691.75
138 Mulberry	140 Mulberry	\$ 175,095.00	\$ 1,150.00	\$ 176,245.00	\$ 32,000.00	\$	2,000.00	\$ 210,245.00	\$ 31,536.75	\$ 31,364.25	\$	241,609.25
								\$ 50,000.00			\$	50,000.00
											\$	1,742,683.79

BID PACKAGE 6 A

ADDRESS	DEVELOPMENT COST	EXTRA COSTS	Unit Cost +		Geothermal - Est	Maintenance	TOTAL COSTS	ACTIVITY DELIVERY		Grand Total
			Extra Costs	Est				COST 15%	Actual Act Del	
2456 8th Street	\$ 183,000.00	\$ 15,327.75	\$ 198,327.75	\$ 32,000.00	\$	2,000.00	\$ 232,327.75	\$ 34,849.16	\$ 32,550.00	\$ 264,877.75
2320 8th Street	\$ 196,000.00	\$ 1,550.00	\$ 197,550.00	\$ 32,000.00	\$	2,000.00	\$ 231,550.00	\$ 34,732.50	\$ 34,500.00	\$ 266,050.00
							\$ 15,000.00			\$ 15,000.00

BID PACKAGE 6 B

ADDRESS	DEVELOPMENT COST	EXTRA COSTS	Unit Cost +		Geothermal - Est	Maintenance	TOTAL COSTS	ACTIVITY DELIVERY		Grand Total
			Extra Costs	Est				COST 15%	Actual Act Del	
451 Ford	\$ 183,000.00		\$ 183,000.00	\$ 32,000.00	\$	2,000.00	\$ 217,000.00	\$ 32,550.00	\$ 32,550.00	\$ 249,550.00
459 Ford	\$ 199,000.00		\$ 199,000.00	\$ 32,000.00	\$	2,000.00	\$ 233,000.00	\$ 34,950.00	\$ 34,500.00	\$ 267,500.00
							\$ 15,000.00			\$ 15,000.00
										\$ 532,050.00

INFEASIBLE COSTS

Bid Pack #6	1745 2nd Street	\$ 3,616.11
	1701 5th Street	\$ 3,616.11
	897 Vinewood	\$ 3,616.11
	2080 4th/Spruce	\$ 5,150.00
	TOTAL	\$ 15,998.33

EXPENDITURES NPS2

Total BP1 to
BP6B & \$ 9,202,141.27
Infeasible

PROPOSED ADDITIONAL HOUSES BID PACKAGE 6 AVAILABLE FOR CONSTRUCTION

1745 2nd Street	\$	194,000.00	\$	194,000.00	\$	32,000.00	\$	2,000.00	\$	228,000.00	\$	34,200.00	\$	39,330.00	\$	267,330.00
1701 5th Street	\$	197,000.00	\$	197,000.00	\$	32,000.00	\$	2,000.00	\$	231,000.00	\$	34,650.00	\$	39,847.50	\$	270,847.50
897 Vinewood	\$	197,000.00	\$	197,000.00	\$	32,000.00	\$	2,000.00	\$	231,000.00	\$	34,650.00	\$	39,847.50	\$	270,847.50

NSP2 BUDGET AMENDMENTS SUMMARY

Upon request of the City Engineer MSHDA Relocated additional NSP2 grant funds to Wyandotte. On October 18, 2012; \$373,844.00 was awarded and on November 16, 2012; \$462,451 was award for an additional total of \$836,295.00. Therefore, the following budget amendment needs to be made.

Revenue

101-000-510-055 NSP2 New Construction Revenue \$836,295.00

Expenditure

101-440-925-756 NPS2 New Construction \$836,295.00

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT
Funding Award Amendment

Grantee: City of Wyandotte

Amendment #: 10

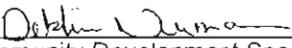
Grant #: NS2-2009-1352

Effective Date: 10/23/2012

Purpose of Amendment:

- Change in Budget (See attached revision)
- Change Grant Term
- Change Program Description (See attached revision.)
- Change Special Conditions (See attached revision.)
- Change Grant Number

APPROVED BY:



Community Development Specialist
Community Development

Authorized Signatory for Grantee



Director of Field Services
Community Development



Director
Community Development

Grantee: City of Wyandotte

Amendment #: 10

Grant #: NS2-2009-1352

Effective Date: 10/23/2012

Previous Budget

COMPONENT-ACTIVITY	Approved Funds	Proposed Number of NSF Units	Proposed Number of Non-NSF Units	Leveraged Funds
Financing Mechanisms				
Direct Homeownership Assistance				
Redevelop Abandoned/Foreclosed Residential Properties				
Activity Delivery Costs				
Activity Delivery Costs for Infeasible Activities				
Acquisition				
Rehabilitation				
Direct Homeownership Assistance				
Housing Counseling				
Land Banking				
Activity Delivery Costs				
Activity Delivery Costs for Infeasible Activities				
Acquisition				
Maintenance/Disposition				
Demolition of Blighted Structures				
Activity Delivery Costs				
Activity Delivery Costs for Infeasible Activities				
Demolition				
Redevelopment of Demolished or Vacant Properties				
Activity Delivery Costs – New Construction	\$602,353.00			
Activity Delivery Costs - Rehab	\$250,103.00			
Activity Delivery Costs for Infeasible Activities	\$15,000.00			
Acquisition – New Construction				
Acquisition – Rehab	\$495,813.00	12		
New Construction	\$4,013,590.00	23 25		
Rehabilitation	\$1,535,045.00	15		
Direct Homeownership Assistance				
Housing Counseling	\$9,900.00	44 40		
Acquisition Only				
Administrative Costs				
Administrative Costs	\$373,697.00			
TOTAL	\$7,295,501.00	94	92	

Grantee: City of Wyandotte

Amendment #: 10

Grant #: NS2-2009-1352

Effective Date: 10/23/2012

New Budget

COMPONENT-ACTIVITY	Approved Funds	Proposed Number of NSF Units	Proposed Number of Non-NSF Units	Leveraged Funds
Financing Mechanisms				
Direct Homeownership Assistance				
Redevelop Abandoned/Foreclosed Residential Properties				
Activity Delivery Costs				
Activity Delivery Costs for Infeasible Activities				
Acquisition				
Rehabilitation				
Direct Homeownership Assistance				
Housing Counseling				
Land Banking				
Activity Delivery Costs				
Activity Delivery Costs for Infeasible Activities				
Acquisition				
Maintenance/Disposition				
Demolition of Blighted Structures				
Activity Delivery Costs				
Activity Delivery Costs for Infeasible Activities				
Demolition				
Redevelopment of Demolished or Vacant Properties				
Activity Delivery Costs – New Construction	\$602,353.00			
Activity Delivery Costs - Rehab	\$250,103.00			
Activity Delivery Costs for Infeasible Activities	\$15,000.00			
Acquisition – New Construction				
Acquisition – Rehab	\$495,813.00	12		
New Construction	\$4,387,434.00	24 25		
Rehabilitation	\$1,535,045.00	15		
Direct Homeownership Assistance				
Housing Counseling	\$9,900.00	44 40		
Acquisition Only				
Administrative Costs				
Administrative Costs	\$373,697.00			
TOTAL	\$7,669,345.00	98 92		

Grantee: City of Wyandotte

Amendment #: 10

Grant #: NS2-2009-1352

Effective Date: 10/23/2012

Program Description:

The City of Wyandotte, in partnership with the Michigan Land Bank, will use Neighborhood Stabilization Program funds in the target area that contains the following high risk and high need census tracts in the City of Wyandotte:

5806 and 5807

NSP funds will be used to acquire 8 abandoned, foreclosed, vacant or blighted properties. 27 units will be new construction, 8 units will be renovated and sold to eligible households.

In addition, the City of Wyandotte will use up to \$270,000 for construction of an additional single family structure in their target area, and up to \$103,844 for gap financing associated with a single-family structure already in their grant portfolio.

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL

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

JOSEPH R. PETERSON
MAYOR

FILE #4594
CONTRACTOR/NSP2
BID PACKAGE #6
SEPTEMBER 10, 2012 – 2 PM

DMC Consultants, Inc. 13500 Foley Street Detroit, MI 48227	\$1,478,300.00	Bond
Pizzo Development Inc. 3635 N. Shore Dr. Lincoln Park, MI 48146	\$1,344,000.00	Bond
Pranam GlobalTech, Inc. 28980 Joy Road Livonia, MI 48150	\$1,291,000.00	Bond
Sole Building Co. 5940 Commerce Drive Westland, MI 48185	\$1,540,668.00	Bond

Referred to City Engineer

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keelin
CITY ASSESSOR



COUNCIL

Todd M. Browning
James R. DeSana
Steven M. Sutherby-Fricke
Daniel E. Galeski
Leonard F. Sabuda
Lawrence S. Stee

JOSEPH R. PETERSON
MAYOR

September 18, 2012

RESOLUTION

Mark A. Kowalewski
City Engineer
3131 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman Todd M. Browning
Supported by Councilman Leonard Sabuda

RESOLVED by the City Council that Council hereby CONCUR in the recommendation of the City Engineer regarding File # 4594- General Contractor for the Neighborhood Stabilization Program 2 (NSP2) Bid Pack # 6 and accepts the proposal from Pizzo Development LLC of Lincoln Park, Michigan for the total amount of \$379,000 for the units at 2456-8th Street; (\$183,000) and 2320-8th Street; (\$196,000) with funding from account # 101-440-925-756 NSP2 New Construction and # 101-00-510-059; AND BE IT FURTHER RESOLVED that the City Clerk is authorized to return all bid bonds or bid checks to the unsuccessful bidders.

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda

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 September 17, 2012.

William R. Griggs
William R. Griggs
City Clerk

CC: Pizzo Development; City Administrator, Clerk's File, Department of Legal Affairs

Mark Kowalewski

From: Young, Tonya (MSHDA) <youngt4@michigan.gov>
Sent: Thursday, December 06, 2012 8:09 AM
To: 'mkowalewski@wyan.org'
Subject: Re: NSP2 Program Income request with blanks filled in

Thank you for the additional explanation. MSHDA will be generating the amendment shortly for the additional grant dollars and p.i. reservation.

From: Mark Kowalewski [mailto:mkowalewski@wyan.org]
Sent: Wednesday, December 05, 2012 05:48 PM
To: Young, Tonya (MSHDA)
Cc: Kelly Roberts <kroberts@wyan.org>; 'Santina Daly' <sdaly@wyan.org>
Subject: FW: NSP2 Program Income request with blanks filled in

Tonya,

For clarification regarding Wyandotte's attached request to retain Program Income until April 30, 2013, the following applies. The houses currently under construction at 821 Ash, 136 Mulberry, 138 Mulberry, 2456 8th and 2320 8th reflect actual expected expenses to date.

The total cost for 451 Ford and 459 Ford on the attached include the construction cost and activity delivery cost. Costs of \$183,000 and \$199,000 that we discussed are only the building contractor's cost. I will provide you a preformas that match the attached costs of \$249,775 and \$268,175.

Please respond back to me via email by noon tomorrow that MSHDA will be providing a contract amendment that includes approval of this Program Income request combined with the approved grant amount of \$462,451 of November 16, 2012. This will enable me to place the award to the contractor to build the houses at 451 Ford and 459 Ford on Wyandotte's Council Agenda on Monday, December 10, 2012.

Thanks

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

P.I. request

Mark Kowalewski

To: Young, Tonya (MSHDA)
Subject: RE: Please fill in the blanks for me to save time in case things have changed due to the delay. Then I will process it immediately tomorrow.
Attachments: NSP2 request to keep PI.xlsx

Tonya,

I have filled in the blanks and attached a spread sheet to assist us in the understanding of this agreement. I have made minor changes[see below].

"After having reviewed your proposal, MSHDA is committing to the release any NSP2 program income dollars that are returned to MSHDA after 2/11/2013 by Wyandotte up to the dollar amount of \$568,532. The release will be contingent on the funds being directly related to the attached list of street addresses and dollar amounts. Our understanding that \$1,273,394/69% will be completed prior to February 11, 2013, with the remainder of work being completed by April 30, 2013.

No site substitutions will be allowed. In addition, Wyandotte is responsible for any cost overruns exceeding the overall budgeted amount of \$568,532. Change orders must be reviewed after 2/11/2013 and approved by MSHDA prior to Wyandotte issuing an authorization to proceed."

This approval will allow us to award contracts for 451 Ford and 459 Ford. This will permit us to complete work on the other houses during better weather conditions.

In addition, grant funds were reallocated to Wyandotte via email October 8,2012,in the amount of \$373,844.00 and November 16,2012, in the amount of \$462,451.00. I do not see these amounts in OPAL. What is status of these funds?

Thank you,

Thanks,

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

From: Young, Tonya (MSHDA) [mailto:youngt4@michigan.gov]
Sent: Monday, December 03, 2012 4:47 PM
To: Kowalewski, Mark (mkowalewski@wyan.org)
Subject: Please fill in the blanks for me to save time in case things have changed due to the delay. Then I will process it immediately tomorrow.

After having reviewed your proposal, we are committing to the release any NSP2 program income dollars that are returned to MSHDA after 2/11/2013 by your City/Land Bank up to the dollar amount of \$_____. The release will be contingent on the funds being directly related to the following (list of street addresses and dollar amounts). Our understanding that \$____/____% will be completed prior to February 11, 2013 with the remainder of work will be completed by April 30, 2013.

Location	Total \$	\$ Amount done by 2-11-13	\$ amount done by 4-30-12	% complete by 2-11-13
451 Ford	\$249,775	\$99,775	\$150,000	40%
459 Ford	\$268,175	\$118,175	\$150,000	44%
821 Ash	\$328,567	\$289,139	\$39,428	88%
136 Mulberry	\$222,692	\$189,288	\$33,404	85%
138 Mulberry	\$241,609	\$205,368	\$36,241	85%
2456 8th	\$264,878	\$185,415	\$79,463	70%
2320 8th	\$266,050	\$186,235	\$79,815	70%
Totals	\$1,841,746	\$1,273,394	\$568,352	69%

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

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



RICHARD W. LOOK
(1912 - 1993)

WILLIAM R. LOOK
STEVEN R. MAKOWSKI

To: Honorable Mayor and City Council
From: Department of Legal Affairs
Date: November 28, 2012
Re: *Ordinance Adopting Sec. 11-9 and 11-10 Concerning Recreational Fire*

Dear Mayor and City Council:

Attached for a first reading is the Ordinance Adopting Sec. 11-9 and Sec. 11-10 Concerning Recreational Fire.

Respectfully submitted,

DEPARTMENT OF LEGAL AFFAIRS

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

William R. Look

WRL:bt

Enclosures

2012 DEC -4 P 3:31

WYANDOTTE CITY CLERK

7 FIRST Reading

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY
OF WYANDOTTE BY ADOPTING SEC. 11-9 AND SEC. 11-10
CONCERNING RECREATIONAL FIRE

The City of Wyandotte Ordains:

Section 1. Adoption of Sec. 11-9 "Definitions".

Sec. 11-9. Definitions

Recreational Fire: A fire burning outdoors in a commercially available fire pit which must be equipped with a fire screen. A recreational fire does not include a ground fire pit.

Fire Pit: A self-contained commercial model designated as a fire pit which is designed for the burning of wood. This would include an outdoor fireplace, chimenea and other similar type models.

Sec. 11-10. Regulations for Recreational Fire.

(a) A recreational fire is permissible only if conducted pursuant to all regulations of this ordinance.

(b) Regulations for recreational fire:

1. A recreational fire must be located a minimum of (10) feet from any structure, lot line, public way (road or sidewalk).
2. Only dry seasoned fire wood is to be burned. It is not permissible to burn trash, grass clippings, brush, construction debris, or any other material.
3. Only small, controllable fires are authorized.
4. A fire is to be attended AT ALL TIMES by responsible adult.
5. A means for extinguishment of the fire must be readily available. (i.e. garden hose, fire extinguisher).
6. No fire is permitted that creates excessive smoke or an offensive odor.

(c) Any person who violates this ordinance is responsible for a municipal civil infraction and subject to a fine not to exceed Five Hundred (\$500.00) Dollars and court costs.

(d) In addition to a municipal civil infraction, any violation of this ordinance constitutes a nuisance and shall be abated immediately by the person responsible for the fire. If the person fails to abate the nuisance, the police or fire department are authorized to abate said nuisance and the person responsible for the fire shall be responsible to pay a cost recovery to the City of Wyandotte in accordance with the rates set for a level III Response Cost for a motor vehicle accident response.

Section 2. Severability

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

Section 3. Effective date

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

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

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

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

CERTIFICATE

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

Dated _____, 2012

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

Final Reading

AN ORDINANCE ENTITLED
“AN ORDINANCE TO AMEND ARTICLE II
ENTITLED “FIRE PREVENTION CODE” BY AMENDING SECTION 11-26
OF THE CODE OF ORDINANCES OF THE CITY OF WYANDOTTE”

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment of Section 11-26 to adopt the 2009 International Fire Code:

Sec. 11-26. Adoption of 2009 International Fire Code.

A certain document, one (1) copy of which is on file in the office of the City Clerk of the City of Wyandotte, Michigan, being marked and designated as the 2009 International Fire Code, including Appendix B (Fire-flow requirements for buildings), C (Fire hydrant locations and distribution), D (Fire apparatus access roads), E (Hazard Categories), F (Hazard ranking), I (Fire protection system-non-complaint conditions), as published by the International Code Council, be and is hereby adopted as the fire code of the City of Wyandotte for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of such International Fire Code on file in the office of the City Clerk of the City of Wyandotte, Michigan are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. Amendments to Adopted Code.

The following sections of the 2009 International Fire Code are amended to read as follows:

Section 101.1. These regulations shall be known as the Fire Code of the City of Wyandotte, Michigan, hereinafter referred to as “this code”.

Section 107.5. Owner/occupant responsibility. Correction and abatement of violations of this code shall be the responsibility of the owner. If an occupant creates, or allows to be created, hazardous conditions in violation of this code, the occupant shall be held responsible for the abatement of such hazardous conditions and in the event of an emergency situation arising from the failure to abate will be liable for all reasonable costs incurred by the city in dealing with said emergency.

Section 109.3. Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be responsible for a municipal civil infraction whether by admission or by court determination and is subject to all of the following fines and costs:

- A) A civil fine of not less than twenty-five dollars (\$25.00) and not more than five hundred dollars (\$500.00); and
- B) The Judge or Magistrate shall summarily tax and determine the costs of the action (which are not limited to the costs taxable in ordinary civil actions.) and may include all expenses direct and indirect, to which the city has been put in connection with the municipal civil infraction, up to the entry of judgment, expenses include but are not limited to: Time of authorized city official, time of city attorney, witness and mileage fees and postage. Costs may not be less than nine dollars (\$9.00) or more than five hundred dollars (\$500.00). Costs shall be payable to the city general fund except as otherwise provided by law.
- C) Each day that a violation of this code continues after due notice has been served shall be deemed a separate offense.

Section 111.4. Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than twenty-five dollars (\$25.00) and not more than five hundred dollars (\$500.00).

Section 3. Purpose.

The purposed of this code is to prescribe minimum requirements and controls to safeguard life, property, or public welfare from the hazards of fire and explosion arising from the storage, handling or use of substances, materials or devices and from conditions hazardous to life, property, or public welfare in the use or occupancy of buildings, structures, sheds, tents, lots or premises and all other purposes as set forth in said code.

Section 4. Severability.

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

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.

Section 6. Notice of Availability.

A complete copy of the code and appendixes are available to the public at the office of the City Clerk in compliance with state law requiring that records of public bodies be made available to the general public.

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

Reports
+
minutes

December 10, 2012

Wyandotte, Michigan December 3, 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, Stee

Absent: None

COMMUNICATIONS MISCELLANEOUS

November 5, 2012

Honorable Mayor and City Council City of Wyandotte
3131 Biddle Ave
Wyandotte, MI 48192

Mayor Peterson and City Council,

Volunteer Energy serves as your natural gas supplier under Michigan's Customer Choice Program. We have provided substantial savings to the City of Wyandotte municipal buildings since your enrollment with us in June 2011. With your permission, we would like to offer a savings program to your residents.

In time for this winter's heating season, we are offering the residents a 5% guaranteed savings – our rate will be 5% below DTE's rate through June 2013. It is important to note, that we do not require a restrictive contract and customers can cancel with us at anytime without penalty. We are an accredited BBB business with an A+ rating.

Volunteer Energy representatives would like to visit door-to-door with the following assurances:

Representatives have all passed criminal background checks
They are in Volunteer Energy uniforms and have picture ID badges
They will visit between the hours of 10:00 AM – 7:00 PM

We are very proud to be your supplier and excited about bringing winter heating savings to your residents as well. If you have any other suggestions for a successful campaign, we welcome your input and ideas. And as always, thank you for your business.

Regards,

Dena Leginski, Regional Manager
709 W. Ellsworth Suite 101 Ann Arbor, MI. 48108 734-548-8106

PERSONS IN THE AUDIENCE

None

COMMUNICATIONS FROM CITY & OTHER OFFICIALS

November 13, 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 2012-11

After review, the Traffic Bureau recommends the installation of "Handicap Parking" signs at 1605 16th St., 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 2012-11 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

November 13, 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 2012-12

After review, the Traffic Bureau recommends the installation of "No Left Turn" signs on 13th Street at Goddard and on newly constructed Harrison Bridge at 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 2012-12 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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 3, 2012

AGENDA ITEM #4

ITEM: Alley Vacation adjacent to 639 Vinewood

PRESENTER: Mark A. Kowalewski, City Engineer

BACKGROUND: Engineering received a request from Colcen S. Hildritch, 639 Vinewood to vacate the alley behind her home to include obtaining a portion of the full width of 20 foot wide vacated alley to provide access to her rear yard. When an alley is vacated the adjacent owners retain half of the vacated alley. In this case, this would result in Ms. Hildritch retaining the north 1/2 of the vacated alley. Since the owner on the south half of the alley is currently the City, the Parties could agree to trade properties wherein Ms. Hildritch would own the property shown on the attached drawing

Further, Ms. Hildritch has no access to the west side of her garage, due to the fence installed for the Vinewood Village Condominium. We have prepared an Easement Agreement which is three (3) feet along the east side of the Condominium Project to allow Ms. Hildritch access to her garage.

STRATEGIC PLAN/GOALS: We are committed to enhancing the community's quality of life by fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas; insuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods.

ACTION REQUESTED: There is a moratorium on alley vacations. However, vacations have been approved where access to utilities is not limited. In this case, access to utilities is not limited. The sewer main in the alley can be maintained from the existing manholes, one (1) outside of the proposed vacated alley and the other in the proposed vacated alley. An unobstructed access must be maintained to this manhole through the retaining of a utility easement. Schedule the required hearing. Portion

Authorize the Mayor and City Clerk to execute the Easement Agreement between the City and Ms. Hildritch.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Schedule the required hearing. After approval of the vacation, the City would Quit Claim to Ms. Hilditch the east half of the south half of the vacated alley and Ms. Hilditch will Quit Claim to the City the west half of the north half of the vacated alley.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: Todd Drysdale

LEGAL COUNSEL'S RECOMMENDATION: wrl

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Map of the proposed vacated alley and Easement Agreement

**CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 3, 2012

AGENDA ITEM #5

ITEM: Amendment to the approved PD Plan for Labadie Park Project

PRESENTER: Don Schultz, Vice Chairperson Planning Commission

BACKGROUND: Request from Anthony LoDuca, MJC Labadie Park to amend the approved plan by changing a six (6) unit building into a four (4) unit building on 2nd Street. The change is due to an underground utility duct adjacent to the building. Further, landscape the City Right-of-Way adjacent to Labadie Street and 3rd Street.

STRATEGIC PLAN/GOALS: Promoting the finest in design, amenities and associated infrastructure improvements in all new developments and establishing a unique historic, cultural and visual identity for Wyandotte as a destination city within the region

ACTION REQUESTED: Adopt a resolution receiving and placing the communication on file from the Planning Commission and approving the proposed changes.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Adopt Resolution approving the building to be a four (4) unit and approve the landscaping.

COMMISSION RECOMMENDATION: Approved by the Planning Commission November 15, 2012.

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: jp

LIST OF ATTACHMENTS: Minutes from Planning Commission meeting on November 15, 2012.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 3, 2012 AGENDA ITEM #6

ITEM: TROLLEY RESTORATION – BID REJECTION

PRESENTER: Mark Kowalewski – City Engineer 11-20-12

INDIVIDUALS IN ATTENDANCE: NA

BACKGROUND: The City of Wyandotte trolley is in need of repairs. Bids were solicited by the Engineering Department and opened on November 5, 2012. There was only one bid submitted by All Type Truck and Trailer Repair and no certified or cashier's check or bidders bond for five (5) percent of the amount bid was received. See attached bid.

STRATEGIC PLAN/GOALS: NA

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer rejecting the bid from All Type Truck and Trailer Repair and directing the Engineering Department to re-bid the project.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to All Type Truck and Trailer Repair informing them of the decision of the City to reject the bid and to re-bid the project.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: Todd Drysdale

LEGAL COUNSEL'S RECOMMENDATION: wrl

MAYOR'S RECOMMENDATION: jp

LIST OF ATTACHMENTS: Summary of bid from All Type Truck and Trailer Repair.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 3, 2012 AGENDA ITEM #7

ITEM: File # 4442 - Tree Cutting & Stump Removal

PRESENTER: Mark Kowalewski – City Engineer 11-28-12

INDIVIDUALS IN ATTENDANCE: NA

BACKGROUND: The City of Wyandotte has trees that require removal and has had an existing contract with G's Trees Inc since 2009. G's Trees Inc is willing to maintain their current unit rates from last year. The contract provides for extensions with approval of the City Council. See attached contract extension and certificate of insurance.

STRATEGIC PLAN/GOALS: NA

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer to extend G's Trees Inc contract for next year.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account # 492-200-850-528 for \$40,000.00.

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to G's Trees Inc informing them of the decision of the City to extend his contract for one more year.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: Todd Drysdale

LEGAL COUNSEL'S RECOMMENDATION: wrl

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS : Amendment to contract and certificate of insurance..

MODEL RESOLUTION:

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 3, 2012 AGENDA ITEM #8

ITEM: Zapplication Renewal Agreement

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you are aware, the Special Event Office is in the process of organizing the 2013 Wyandotte Street Art Fair. Please find the attached contract renewal agreement for ZAPPLICATION for the 2013 Wyandotte Street Art Fair. We had a major increase in artist applications for the 2011 and 2012 shows and feel that the online application process will absolutely develop and promote our show for the future. We have contracted with this company for the last three years.

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

ACTION REQUESTED: Please take this agreement into consideration, as your approval and subsequent signing will allow us to continue planning this celebratory event.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:
\$1,000 – WSAF Expense Account – 285-225-925-730-860

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign then forwarded to the Special Events Coordinator.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS
Zapplication Renewal Agreement

**CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 3, 2012 **AGENDA ITEM #9**

ITEM: Attorney Fee Agreement – Zoo Millage Litigation

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Wayne County Treasurer's Office has informed the City that we will not be able to capture eligible tax increment revenues (TIF) from recently approved millages for the Zoological Authority and Detroit Institute of Arts. This action is contradictory to state law and would deprive the City's TIF districts (TIFA Consolidated, DDA-TIF, Brownfield Redevelopment Authority (BRA)) of approximately \$48,000 annually (split 85% in TIFA Consolidated, 15% DDATIF, and less than 1% BRA). Moreover, this erroneous interpretation of state law, if allowed to proceed unchallenged, will certainly affect future revenue capture by our TIF districts as it is applied to new and renewed millages.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: 1 - Approve the engagement letter with Monaghan, P.C., to represent the City of Wyandotte and our TIF districts as co-plaintiffs asking for a declaratory judgment regarding the rights and obligations of the City Treasurer to collect the Zoo Millage and DIA Millage for the local TIF districts and to request the court to enjoin the Wayne County Treasurer from interfering with the legal obligations of the City Treasurer in capturing these millages. 2 Approve the payment of the retainer (\$2,500) to Monaghan, PC. 3 – Request the TIFA Consolidated Fund, Downtown Development Authority, and BRA to pay the remaining cost of this litigation proportionally from their budget to defend these revenue sources.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: \$2,500 Retainer paid from 101-200825-390 (Consultants) which has adequate budget remaining. Remaining costs should be approved by the TIFA Board, DDA Board, and BRA Board from the budget funded by these revenue sources.

IMPLEMENTATION PLAN: City Administrator will continue to work with legal counsel and participating communities to defend our position and state law.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Concur with recommendation

MAYOR'S RECOMMENDATION: Concur with recommendation.

LIST OF ATTACHMENTS

1. Engagement Letter from Monaghan, PC dated November 13, 2012
2. Follow up letter from Monaghan, PC dated November 16, 2012 relative to allocation of attorney fees and costs
3. Letter from Wayne County Treasurer dated February 23, 2012 indicating that we will no longer be able to capture Zoo millage
4. Advisory letter from State Attorney General's Office dated February 25, 2009, relative to Zoo millage
5. Updated letter from State Attorney General's Office dated April 14, 2011
6. Legal opinion from Miller Canfield dated October 2, 2012, relative to the erroneous application of state law by the County Treasurer as it concerns the TIF capture of the Zoo millage
7. Letter from the Wayne County Treasurer dated November 27, 2012 regarding the new DIA millage
8. Schedule of taxes captured by the communities in Wayne County

ITEM #10 REMOVED FROM AGENDA

To: Honorable Mayor and City Council
 From: Department of Legal Affairs
 Date: November 28, 2012
 Re: Update Fire Code

Dear Mayor and City Council:

Attached for a first reading is the Ordinance Adopting the 2009 Fire Code as requested by Chief Carley.

Respectfully submitted,
 DEPARTMENT OF LEGAL AFFAIRS, LOOK, MAKOWSKI AND LOOK, Professional Corporation, William R. Look

November 30, 2012
 The Honorable City Council City of Wyandotte
 3131 Biddle Avenue, Wyandotte MI 48192

Gentlemen and Madam:

I am writing to provide an update on the request we received to display the names of returning veterans on the Fort Street Sign (Fort and Eureka) and the electronic sign at Eureka and 3rd Streets.

Based on the information provided to me, because the Fort Street sign is located on a State thoroughfare, we must adhere to the guidelines set by the Michigan Department of Transportation with regard to the use of the sign for displaying messages. According to MDOT, "messages requested by individuals, private businesses and for-profit organizations or clubs" are not allowed. (Please see enclosure.)

The electronic sign on Eureka and Third, however, is not under the jurisdiction of MDOT. The guidelines for posting notices on that sign were drawn up by the Recreation Commission. I am recommending that the Recreation Commission be directed to amend the policy, effective immediately, to include displaying the names of returning veterans for a period not to exceed five (5) days. This posting will be free of charge.

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

Sincerely, Joseph R. Peterson, Mayor

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: AGENDA ITEM #13

ITEM: City Purchasing 3332 – 12th Street, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer 12-3-12

BACKGROUND: The Engineering Department and City Council held Show Cause Hearings regarding the condition of this property. The property has been vacant since 2011. The Engineering Department has issued tickets to the property owner and the violations still remain. The property became available for the City to purchase for \$20,000.00.

STRATEGIC PLAN/GOALS: City is committed to maintaining and developing excellent neighborhoods by enabling and empowering neighborhood organizations and associations, matching tools and efforts to the conditions in city neighborhoods, tracking infrastructure conditions in all neighborhoods. The city will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement, continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas

ACTION REQUESTED: Approve the Purchase Agreement for the City to acquire the property and authorize the Mayor and City Clerk to execute same.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 492-200-850-519 Land Acquisition

IMPLEMENTATION PLAN: Have Mayor and City Clerk execute the Purchase Agreement. Close on the property and demolish property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TAD

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: jp

LIST OF ATTACHMENTS: Purchase Agreement

REPORTS AND MINUTES:

Cultural & Historical Commission	October 18, 2012
Beautification Commission	November 14, 2012
Beautification Commission	October 17, 2012
Municipal Service Commission	November 13, 2012
Building Code Board of Appeals	November 12, 2012
Design Review Committee	November 20, 2012
Retirement Commission	November 21, 2012
Recreation Commission	November 13, 2012
Police Commission	October 23, 2012
Fire Commission	November 27, 2012
Special Fire Commission Meeting	November 16, 2012
Fire Commission Meeting	October 23, 2012
Police Commission Meeting	November 27, 2012
Planning Commission Meeting	November 15, 2012

CITIZENS PARTICIPATION:

None

RECESS

RECONVENING

ROLL CALL

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

Absent: None

HEARING

SHOW CAUSE HEARING RELATIVE TO
WHY THE STRUCTURE AT 2251-10TH STREET WYANDOTTE
HAS NOT BEEN DEMOLISHED, REMOVED OR OTHERWISE MADE SAFE
IN ACCORDANCE WITH THE CITY'S PROPERTY MAINTENANCE ORDINANCE

Hold until meeting of March 11, 2013 based on recommendation of Engineer and Legal Department.

FIRST READING OF AN ORDINANCE:

AN ORDINANCE ENTITLED
"AN ORDINANCE TO AMEND ARTICLE II
ENTITLED "FIRE PREVENTION CODE" BY AMENDING SECTION 11-26
OF THE CODE OF ORDINANCES OF THE CITY OF WYANDOTTE

REMOVED FROM AGENDA:

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

FIRST AND FINAL READING OF ORDINANCES:

AN ORDINANCE ENTITLED
 "AN ORDINANCE DETERMINING THE SALARY, AUTOMOBILE
 ALLOWANCE AND FRINGE BENEFITS FOR THE CITY ASSESSOR"
 THE CITY OF WYANDOTTE ORDAINS:

Section 1.SALARY FOR ASSESSOR

Commencing with the term of office that begins May 7, 2013, the salary, automobile allowance, and fringe benefits for the City Assessor shall be as follows:

Effective May 7, 2013 an annual salary of \$12,000.00 together with the compensation amount based upon the Assessor's level of certification as an Assessor as of the date of taking office.

Level of certification is determined by a Property Assessment Administration Certificate possessed and maintained from the State Assessors Board as of the date of taking office.

Level of Certification	Compensation
Level 1:	\$8,000
Level 2:	\$16,000
Level 3:	\$24,000
Level 4:	\$32,000

Throughout the term of office, the City Assessor shall receive an annual automobile allowance of \$500.00 which will be prorated based on the weeks in office during the calendar year.

Throughout the term of office, the City Assessor shall also receive the same fringe benefits that are granted to the general city employees based on the original entry date as an employee or elected official of the City of Wyandotte. These benefits include social security and medicare, medical insurance, life insurance, long-term disability insurance, longevity benefits, and retirement benefits.

A City Assessor with an original entry date into continuous General City employment before October 1, 1999, and who did not previously elect to voluntarily terminate membership in the City of Wyandotte's Defined Benefit Retirement System, will be eligible to participate in the City of Wyandotte's Defined Benefit Retirement System.

A City Assessor with an original entry date after October 1, 1999 will be eligible to participate in the City of Wyandotte's Defined Contribution Retirement System.

The retirement benefits for the City Assessor who is a member of the City of Wyandotte's Defined Benefit Retirement System are based on the definition of Final Average Compensation per Section 2-206 of the City of Wyandotte Retirement Ordinance except for the following:

In lieu of the payment of accrued vacation and sick leave and the resulting effect on final average compensation, the City Assessor's Final Average Compensation will be increased by one percent (1%) for each completed year of service in office, provided however, that said increases for completed years of service in office shall in no event increase a member's final average compensation more than twenty-five percent (25%)

Section 2.Severability.

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

Section 3.Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

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

YEAS: Councilpersons Browning, DeSana, Fricke, Galeski, Stee
 NAYS: Councilperson Sabuda
 ABSENT: None

I hereby approve the adoption of the foregoing ordinance this 3rd day of December, 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 3rd day of December, 2012.

Dated: December 3, 2012
 JOSEPH R. PETERSON, Mayor
 WILLIAM R. GRIGGS, City Clerk

AN ORDINANCE ENTITLED
"AN ORDINANCE DETERMINING THE SALARY, AUTOMOBILE
ALLOWANCE AND FRINGE BENEFITS FOR THE CITY CLERK"

THE CITY OF WYANDOTTE ORDAINS:

Section 1. SALARY FOR CLERK

Commencing with the term of office that begins May 7, 2013, the salary, automobile allowance, and fringe benefits for the City Clerk shall be as follows:

Effective May 7, 2013 an annual salary of \$12,000.00 together with the compensation amount based upon the Clerk's years of existing experience as a City Clerk as of the date of taking office as set forth in this ordinance. Experience is defined as serving as a City Clerk with a Home Rule City.

Years of Experience	Compensation
Five (5) to Eight (8) Years of Experience:	\$8,000
Nine (9) to Twelve (12) Years of Experience:	\$16,000
Thirteen (13) to Sixteen (16) Years of Service:	\$24,000
Seventeen (17) to Twenty (20) Year of Service:	\$32,000
Twenty-One (21) to Twenty-Four (24) Years of Service:	\$40,000
Twenty-Five (25) or More Years of Experience:	\$58,116.80

Throughout the term of office, the City Clerk shall receive an annual automobile allowance of \$500.00 which will be prorated based on the weeks in office during the calendar year.

Throughout the term of office, the City Clerk shall also receive the same fringe benefits that are granted to the general city employees based on the original entry date as an employee or elected official of the City of Wyandotte. These benefits include social security and medicare, medical insurance, life insurance, long-term disability insurance, longevity benefits, and retirement benefits.

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

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

YEAS: Councilpersons Browning, DeSana, Fricke, Galeski, Stec
NAYS: Councilperson Sabuda
ABSENT: None

I hereby approve the adoption of the foregoing ordinance this 3rd day of December, 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 3rd day of December, 2012.

Dated: December 3, 2012
JOSEPH R. PETERSON, Mayor
WILLIAM R. GRIGGS, City Clerk

AN ORDINANCE ENTITLED
"AN ORDINANCE DETERMINING THE SALARY FOR THE CITY TREASURER"

THE CITY OF WYANDOTTE ORDAINS:

Section 1. SALARY FOR TREASURER

Commencing with the term of office that begins May 7, 2013, the salary for the City Treasurer shall be as follows:

Effective May 7, 2013 an annual salary of \$6,000.00

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

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

YEAS: Councilpersons Browning, DeSana, Fricke, Stec

NAYS: Councilpersons, Galeski, Sabuda

ABSENT: None

I hereby approve the adoption of the foregoing ordinance this 3rd day of December, 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 3rd day of December, 2012.

Dated: December 3, 2012

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

RESOLUTIONS

Wyandotte, Michigan December 3, 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 Todd Browning

ROLL ATTACHED

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from Dena Leginski, Regional Manager, Volunteer Energy, 709 W. Ellsworth Suite 101, Ann Arbor, MI. 48108 relative to permission to solicit in the City of Wyandotte is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council hereby GRANTS permission for same provided a Solicitors license is obtained in the City Clerk's Office and all regulations and background checks are adhered to as coordinated by the Chief of Police. AND BE IT FURTHER RESOLVED that said Solicitation hours be from 10:00 a.m. to 5:00 p.m.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the Chief of Police as set forth in Traffic Control Order 2012-11 for the placement of "Handicap Parking" signs at 1605-16th Street. AND BE IT FURTHER RESOLVED that the Department of Public Service is hereby directed to install same.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the Chief of Police as set forth in Traffic Control Order 2012-12 for the placement of "No Left Turn" Signs, on 13th at Goddard on newly constructed Harrison Bridge at Goddard Road. AND BE IT FURTHER RESOLVED that the Department of Public service is hereby directed to install same.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that it is a necessary public improvement for the health, welfare, comfort and safety of the People of the City of Wyandotte, and is deemed advisable to vacate the following land as a public alley in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

The north 1/2 of the twenty foot east-west alley west of Sixth street south of Vinewood, adjacent to Lot 47 and the south 1/2 abutting Lot 39 Block 69 of the Land Co. Subdivision # 1 as recorded in Liber 40 page 36 Wayne County Records. RESOLVED FURTHER, that this Council will meet on Monday, January 7, 2013 at 7:00 p.m., in the Council Chambers of the Wyandotte City Hall, 3131 Biddle Avenue, in said City, to hear objections to the proposed vacation of said described land as a public alley. RESOLVED further, that the City Clerk shall give notice of such meeting, with a copy of this Resolution, in a newspaper published and circulated in said City, in accordance with the provisions of the City Charter.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from the Planning Commission dated December 3, 2012 is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council CONCURS with the request and hereby APPROVES the building located on 2nd Street to be changed to a four (4) unit and be it further resolved that Council CONCURS with the landscaping in the city right-of way on Labadie street and 3rd Street.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council CONCURS with the City Engineer as set forth in the communication dated December 3, 2012 to hereby reject the bid for the Trolley Repairs; AND FURTHER that the City Engineer is directed to re-bid the project.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer as set forth in his communication dated December 3, 2012 to extend the contract with G's Trees File #4442-Tree Cutting & Stump Removal in the City of Wyandotte. AND FURTHER that the Mayor and City Clerk are hereby authorized to sign said amendment to Contract for same.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council hereby APPROVES the Zapplication Renewal Agreement for the 2013 Wyandotte Street Art Fair the amount of \$1,000 from account #285-225-925-730-860 as presented by the Special Events Coordinator. AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Administrator to engage Monaghan, PC to represent the City, Tax Increment Finance Authority, Downtown Development Authority, and Brownfield Redevelopment Authority in the legal action asking for a declaratory judgment regarding the rights and obligations of local treasurers in collecting the Zoo and Detroit Institute of Arts millage for their local TIF districts and to also enjoin the Wayne County Treasurer from interfering in legal obligations of the local treasurer in capturing these same millages AND FURTHER, approves the payment of the necessary retainer fee of \$2,500 from account # 101-200-825-390 and FURTHER, recommends and requests the Tax Increment Finance Authority, Downtown Development Authority, and Brownfield Redevelopment Authority to appropriate an amount to pay the remaining legal fees associated with this action to protect their tax increment revenue sources. It is FURTHER RESOLVED that this engagement only applies to the declaratory action in Circuit Court; and no further legal action on behalf of the City is authorized without prior City Council approval.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from the Department of Legal Affairs relative to the Update of the Fire Code is hereby received and placed on file. AND BE IT FURTHER RESOLVED that said 1st Reading be held at tonight's meeting.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski
Supported by Councilperson Todd Browning
ROLL ATTACHED

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from Mayor Peterson regarding the displaying of names of returning Veterans on the Fort Street Sign (Fort and Eureka) is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council CONCURS in the recommendation of Mayor Peterson to direct the Recreation Commission to amend the electronic sign regulations on Eureka and Third effective immediately, to include displaying the names of returning veterans for a period not to exceed five (5) days with no charge for the posting.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan December 3, 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 3332-12th street in the amount of \$20,000.00 to be appropriated from TIFA Area Funds; AND BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement; AND BE IT FURTHER RESOLVED that the City Engineer is directed to demolish same upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that WHEREAS hearings were held on October 15, 2012; November 12, 2012 and December 3, 2012 where all parties were given an opportunity to show cause, if any they had, why the structure at 2251-10th Street, Wyandotte should not be demolished, removed or otherwise made safe. BE IT FURTHER RESOLVED that the Council hereby holds said Show Cause Hearing in abeyance until Monday, March 11, 2013 based on the recommendations of the City Engineer and Department of Legal Affairs due to a Sheriff's Sale.

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the total bills and accounts in the amount of \$1,033,702.43 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

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

ADJOURNMENT

MOTION by Councilperson Daniel Galeski
Supported by Councilperson Todd Browning
That we adjourn.
Carried unanimously
Adjourned at 8:08 PM
December 3, 2012



William R. Griggs, City Clerk

FINANCIAL SERVICES DAILY CASH RECEIPTS

DATE 11-29-12
 BEGINNING DATE 11-29-12 AND ENDING DATE 11-29-12
 SALES RECEIPT # 353180 THRU 353188

DESCRIPTION	ACCOUNT NUMBER	KEY CODE	AMOUNT
ACCTS. RECEIVABLE - RESCUE	101-000-041-020	XL	
MIDWESTERN AUDIT A/R -RESCUE	101-000-041-021	XT	<u>178.33</u>
MISCELLANEOUS RECEIPTS	101-000-655-040	RE	<u>10.00</u>
LIQUOR LICENSE	101-000-600-030	S2	
FINES DIST COURT WYANDOTTE	101-000-650-010	M1	<u>70,478.10</u>
DIST COURT RIVERVIEW CASES	101-000-650-012	M3	<u>22,410.30</u>
WORK FORCE WYANDOTTE	101-000-650-011	M2	<u>9,105.00</u>
WORK FORCE RIVERVIEW	101-000-650-017	M6	<u>2,039.00</u>
COURT TECHNOLOGY WYANDOTTE	101-000-650-018	M7	<u>3,065.00</u>
COURT DRUG TESTING FEES	101-000-650-020	M9	<u>2,654.00</u>
COURT SCREENING ASSESSMENTS	101-000-650-021	AS	<u>4,695.00</u>
CHEMICAL AWARENESS	101-000-650-024	AW	
STATE DRUNK DRIV/DRUG CASE MGT	101-000-650-013	M4	
PRISONER BILLING	101-000-650-015	M5	
LAND CONTRACT REC. - UDAG	284-000-041-050	AR	
PARKING LOT LOANS	284-000-060-030	AR	
CINGULAR WIRELESS CELLSITE RENT	492-000-655-020	BB	
LAND CONTRACT/TIFA CONSOL.	492-000-041-050	AR	
LAND CONTRACT - TIFA DOWNTOWN	499-000-041-050	AR	
MUNICIPAL SERVICE SEWAGE	590-000-068-010	5A	<u>700,000.00</u>
SELF INSURANCE REIMBURSEMENT	677-000-670-010	7A	
HEALTH INS. REIMB. - RETIREE	731-000-231-020	3R	
QUARTERLY HEALTH M.S. RETIREE	731-000-670-010	7R	
PD EMPLOYEE PENSION CONTRIB	731-000-392-040	EP	<u>1,977.71</u>
DESANA TRUST	701-000-391-034	DT	<u>90.72</u>
TRIFECTA ATM COMMISSION	101-000-650-022	AT	<u>11.00</u>
DOWNRIVER CENTRAL ANIMAL CONTROL	101-000-068-015	DA	<u>15,575.07</u>
DOWNRIVER CENTRAL DISPATCH	101-000-068-013	DI	<u>81,463.31</u>
TOTAL MONIES RECEIVED			<u><u>913,952.54</u></u>

TODD A. DRYSDALE
 DIRECTOR OF FINANCIAL SERVICES

**WYANDOTTE CULTURAL AND HISTORICAL COMMISSION
MINUTES OF THE NOVEMBER 8, 2012 MEETING WITH THE HISTORICAL SOCIETY
AND OAKWOOD CEMETERY ASSOCIATION
MARX HOME**

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

EXCUSED: Tom Woodruff, Stan Rutkowski, Eula Grooms

OAKWOOD CEMETERY ASSOCIATION: Kathy Schrader, Barbara Obervek, Paul Anderson, Richard Snyder, Harold Ruskoski, John Rorek, Bonnie Clem, Mary Snyder

HISTORICAL SOCIETY: Nan Wesser, Brian Baird, Mary Washko, Lynne Rutkowski, Ken Navarre, Marion and Richard Bradley, Wally Hayden

The meeting was called to order at 7:00.

Kathy passed around photos from 2009 when the Cemetery was in a state of disarray. A contractor had recently finished a driveway into the parking lot of the police station, and no proper drainage system was set up. The Cemetery Association took photos and brought them to the Mayor to ask that the problem be fixed.

She said that there hasn't been as much of a problem since a French drain was installed. The Cemetery Association has also paid to remove some dead trees and replace some stones, specifically the restoration of the Clark family stones. Currently, the city takes care of mowing the lawn, and BASF takes care of the outer fence and bushes.

She said that they need support from the community to take the Cemetery to the next level. Their goal is to find an owner so that they can secure grant funding more easily. There has been some questions as to the will and whether any part of the Cemetery is owned by the Clark family.

There are rules about transferring the Cemetery to a municipality. It would need to be advertised as available for a specific period of time, and the Association may need some legal assistance.

The city has said that it is not interested in taking ownership of the Cemetery because of liability. The Association would like to find out what the specific worries are for the city, since it could be beneficial for the preservation efforts if the city were to take ownership.

Kathy cited the Grosse Ile Lighthouse as an example of a municipality taking ownership of a landmark in order to assist in preservation efforts. Someone asked if it would be possible for the association to take ownership. It is possible for a nonprofit to own a Cemetery. In Grosse Ile, the Historical Society works with the township to take care of the Lighthouse.

Kathy said the Cemetery Association had been using the Michigan Historic Cemetery Preservation Guide by Greg King as their manual for the preservation of Oakwood. The book is supported by the State Historic Preservation Office. The book suggests the type of non-profit-municipality

cooperation she mentioned. Jody said the book was available for free online and sent the link to the Commissioners.

Jody said that she recently met a volunteer who worked at the Pontiac Historical Cemetery, which was recently transferred to a nonprofit after an Emergency Financial Manager cut it from the city's budget. She said it would be interesting to talk to a nonprofit about how they are doing with owning the cemetery. Taylor and Romeo also own cemeteries.

Several members of the Association and the Commission suggested going to a City Council meeting to explain why it would be advantageous for the city to take ownership of the Cemetery. The Association could still fundraise and take care of many of the ongoing issues. It would be a situation similar to how the city owns the Museums but they still operate on a separate budget and do fundraising independently. The city sees the Museums as a public relations and educational platform, and the Cemetery could present similar advantages.

Michelle said that the Commission will take some time to look into and discuss how to work with the city moving forward and will put it on the agenda for the next Commission meeting. She will keep in touch with the Association regarding permanent solutions.

The meeting was adjourned at 8:07.

City of Wyandotte

Police Commission Meeting

Special Commission Meeting
December 4, 2012

ROLL CALL

Present: Chief Dan Grant
Commissioner Doug Melzer
Commissioner John Harris

Absent: Commissioner Amy Noles (excused)

Others Present: Richard Miller

The special meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Melzer at 5:00 p.m.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Discipline of Officer

Chief Grant explained the Department conducted an audit of weapons on October 4, 2012, and discovered that an AR15 was not in the armory. The Command Officers notified their platoons of the missing weapon during roll call, and on October 13th, one of the officers notified his Command Officer that he had the weapon in question at his home.

As a result of his admission, the Officer was afforded two separate hearings, including a termination hearing, during which he was given / read his Garrity Rights. During the initial hearing, the officer indicated he wanted to see if anyone would notice that the weapon was gone.

Chief Grant met with the City Labor Attorney, City Administrator and union representatives to discuss potential disciplinary actions as a result of this officer's conduct. All parties ultimately agreed to a Memorandum of Understanding which imposed a 30 calendar day suspension without pay for the officer.

Commissioner Melzer noted the officer definitely violated Department rules, but did acknowledge the officer brought the weapon back on his own accord.

Resident, Mr. Richard Miller, 1202 2nd St., inquired about the process of informing the officer of his Garry Rights. Chief Grant indicated the officer was informed of his Garry Rights and signed the Garry form. The Chief then explained that under Garry, an officer cannot invoke his Fifth Amendment rights, but the information obtained during the interview cannot be used against him in a court of law. Garry Rights protect an officer.

Harris moved, Melzer seconded,
CARRIED, to accept the recommendation of the 30 calendar day suspension without pay for the officer and to accept the Memorandum of Understanding and place on file.

NEW BUSINESS

NONE

ADJOURNMENT

Since there was no further business to come before the commission, there was a motion to adjourn the meeting at 5:07 p.m.

Harris moved, Melzer seconded,
CARRIED, to adjourn meeting at 5:07 p.m.

Laura Christensen
Administrative Assistant
Wyandotte Police Department



Laura Christensen

01- 94
November 27, 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, November 27, 2012 at 5:00 P.M.

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

General Manager
& Secretary - Melanie McCoy

Also Present - Paul LaManes
Valerie Hall
Pam Tierney
Steve Timcoe
CATV Volunteer

APPROVAL OF MINUTES

MOTION by Commissioner DeLisle and seconded by Commissioner Figurski to approve the November 13, 2012 regular session Municipal Service Commission meeting minutes.

HEARING OF PUBLIC CONCERN

None

RESOLUTION 11-2012-07

MOTION by Commissioner Figurski and seconded by Commissioner DeLisle to approve the Capital Request for Converter and Modem Inventory.

Commissioner Cole asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

COUNCIL RESOLUTIONS:

- A. RESOLVED by City Council that the communication from the Assistant to the General Manager to Service relative to the Cable Deficit Plan is hereby received and place on file.
- B. RESOLVED by the City Council that Council hereby Concurs in the recommendation as set forth in the communication from the Director of Power Supply for Municipal Service and authorizes the Boiler 4 asset Recovery Agreement with Greenworks Recovery Solutions.

REPORTS/COMMUNICATIONS

- A. Cash Reports
- B. Monthly Financials.
- C. 2013 WMS Holiday Schedule
- D. 2013 WMS Commission Meeting Schedule.

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

Commissioner Cole asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

APPROVAL OF VOUCHERS

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

# 5130	\$	(13,471.60)
# 5131	\$	44,543.25
# 5132	\$	315,963.54
# 5133	\$	1,299,247.63

Commissioner Cole asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

LATE ITEMS

RESOLUTION 11-2012-08

Paul LaManes, Assistant to General Manager giving overview on Resolution.

MOTION by Commissioner DeLisle and seconded by Commissioner Lupo to adopt an Operating Budget Amendment for FY2013 for the Customer Assistance and Payment Center.

Commissioner Cole asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

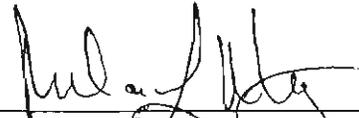
NAYS: None

Melanie McCoy, General Manager, giving update on relocation of CATV Studio to 3200 Biddle.

Valerie Hall, giving update on Drive Thru at 3200 Biddle.

01 - 97
November 29, 2012

Motion By Commissioner DeLisle and seconded by Commissioner Sadowski
to now adjourn. 5:12 P.M.



Melanie McCoy
Secretary