

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, DECEMBER 17th, 2012 , 7: 00 PM
PRESIDING: THE HONORABLE JOSEPH R. PETERSON, MAYOR
CHAIRPERSON OF THE EVENING: THE HONORABLE JAMES R. DESANA

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

COMMUNICATIONS MISCELLANEOUS:

1. Communication from the American Legion Post 217, the VFW Post 1136 and the Marine Corps League Detachment # 153 as well as other Veterans organizations regarding Veterans compensation being applied to their household income prohibiting them from various opportunities as it relates to grants, NSP programs or other such programs.

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

2. Communication from the Superintendent of Recreation and Administrative Trainee regarding Bid File # 4605-2013 Municipal Boat Ramp Lease Agreement.

3. Communication from the Special Events Coordinator submitting the 2013 Sound Contract from Bass Notes Production.

4. Communication from the Special Events Coordinator relative to the 2013 Contract with Richard Paul and Associates for Flicks on Bricks dates Friday June 28, 2013 and Friday July 26, 2013 at the Old Wyandotte Theater site.

5. Communication from the Special Events Coordinator requesting street closures to accommodate the Flicks on Bricks Events.

6. Communication from the Municipal Service Director of Power Supply regarding the Tire Derived Fuel (TDF) purchase agreement.

7. Communication from the City Engineer regarding a policy for selling city-owned property for the construction of new homes.

8. Communication from the City Engineer regarding the Trolley Restoration.

9. Communication from the City Engineer relative to Christmas Tree Collection beginning January 2, 2013 until January 30, 2013. Trees will be collected on TUESDAYS, north of Vinewood and THURSDAYS south of Vinewood. Ornaments, decorations, tree stands and plastic bags MUST BE REMOVED to permit composting of trees.

10. Communication from the City Engineer and City Assessor relative to the sale of property within the City of Wyandotte.

11. Communication from the City Administrator regarding the competitive assistance Grant Program (CGAP) -Assessing.

CITIZENS PARTICIPATION:

FINAL 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

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	December 6, 2012	\$13,011.71
Wyandotte Cultural & Historical Commission	October 18, 2012	
Fire Commission Meeting	November 27, 2012	
Fire Commission Meeting	December 11, 2012	
Police Commission Meeting	December 11, 2012	
Police Commission Meeting	November 27, 2012	
Downtown Development Authority	November 13, 2012	
Zoning Board of Appeals & Adjustments	December 5, 2012	

1

December 12, 2012

Honorable Mayor Peterson and
Wyandotte City Council Members:

The City of Wyandotte and most of southeast Michigan has a very large concentration of veterans in our State. Over the past several years the Veterans Service Officers from the American Legion Post 217, the V.F.W. Post 1136, and the Marine Corps League Detachment #153, all organizations of Wyandotte, have helped hundreds of veterans with their claims for disability compensation or pensions. In doing so, these local veterans who have been awarded are able to return those compensation dollars back into our local community.

Many of our local disabled veterans are in a limited financial situation and one glaring problem that exists is the fact that their VA compensation is applied as income when they apply for assistance from the Department of Human Services. While the Federal Government classifies this compensation as exempt from income, the State of Michigan does not.

It is our intention to form a coalition of veterans from all organizations in the City of Wyandotte, a Task Force if you will, to work together with the City of Wyandotte Officials, the State and Federal legislatures to assist in changing this practice in Michigan.

In a specific situation, the current NPS 2 program in Wyandotte is ongoing, and will hopefully soon be completed. We strongly urge the Mayor and Council to support the NPS 3 program with a letter stating that the Mayor and Council are in compliance with the "Task Force" request to have any veterans disability compensation not counted as household income. In doing so, many other avenues of assistance may become available to our veterans in all of Michigan and specifically in Wyandotte and Downriver area.

Respectfully submitted;

American Legion Commander Norman Martin

VFW Commander Matthew Dzikowicz

Marine Corps League Commandant Dale Labeau

Chairman of Wayne County Veterans Trust Fund Tom Woodruff

Past Commander Don Howard

Past Commander Al Starzec

Past Commander Bob Mayrand

Past Commander Brian Smith



Department of Human Services



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Assistance

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Eligibility

[Eligibility](#)

Eligibility is based on the financial situation of all members in a household. Everyone who lives together and purchases and prepares food together is considered a member of the same household group.

[Payment](#)

APPLY NOW!
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In general, DHS will review your assets, income and residency to determine what, if any, benefits you may be eligible for.

[Cash Assistance](#)

Expenses

Asset Limits

[Child Care](#)

Some household expenses are taken into account when determining your benefit amount. Examples of some of these expenses include:

The food asset limit is \$5,000. Assets are cash or any property you own. Examples of cash assets are:

[Medical Assistance](#)

[Home & Burial](#)

[MI Rehabilitation Services](#)

[Children's Services](#)

[Adult Services](#)

[Family & Community Services](#)

[Native American Services](#)

[Juvenile Justice](#)

[Help from Other Programs](#)

- Shelter (rent, mortgage, heat, electric, water, telephone, etc.).
- Court-ordered or legally obligated child support payments.
- Dependent care expenses for a disabled child or person.
- Medical (medical and dental care, hospitalization or nursing care, medical supplies, health insurance premiums etc.) for certain members who have a disability or are at least 60 years old.

- Cash on hand.
- Checking and savings accounts.
- Investments.
- Some retirement plans.
- Some trusts.
- Property or real estate (excludes first home).
- Vehicle (one household vehicle will not be counted).

[Abuse & Neglect](#)

Income

Residency Requirements

[Foster Care & Adoption](#)

Most earned and unearned income is counted. Income is considered when determining the amount of SDA you are eligible to receive. Examples of countable income are:

The following residency requirements apply:

[Child Care](#)

- Wages.
- Self-employment earnings.
- Rental income.
- Social Security benefits.
- **Veterans benefits.**

- Must be a U.S. citizen (or acceptable alien status).
- Must live in Michigan.
- Must not be receiving cash from any other state.

[Child Support](#)

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**UNITED STATES
DEPARTMENT OF VETERANS AFFAIRS**



Federal Benefits for Veterans, Dependents and Survivors

Chapter 2 Service-Connected Disabilities

Disability Compensation

Disability compensation is a monetary benefit paid to Veterans who are disabled by an injury or illness that was incurred or aggravated during active military service. These disabilities are considered to be service-connected.

Monthly disability compensation varies with the degree of disability and the number of a Veteran's dependents. Veterans with certain severe disabilities may be eligible for additional special monthly compensation. The benefits are not subject to federal or state income tax.

The payment of military retirement pay, disability severance pay and separation incentive payments, known as Special Separation Benefits (SSB) and Voluntary Separation Incentives (VSI) affects the amount of VA compensation paid to disabled Veterans.

To be eligible, the service of the Veteran must have been terminated through separation or discharge under conditions other than dishonorable. For additional details, visit www.va.gov/bln/21/

Receiving Disability Benefit Payments

Most Veterans receive their disability benefit payments by direct deposit to a bank, savings and loan or credit union account. Other Veterans may still be receiving benefits by paper check. Compensation and pension beneficiaries can establish direct deposit through the Treasury's Go Direct helpline. Call toll-free 1-800-333-1795, or enroll online at www.GoDirect.org.

Veterans also have the option of receiving their benefits via a prepaid debit card, even if they do not have a bank account. There is no credit check, no minimum balance required, and basic services are free. To sign up for the debit card program, call toll-free 1-888-544-8347.

2012 VA Disability Compensation Rates for Veterans	
Veteran's Disability Rating	Monthly Rate Paid to Veterans
10 percent	\$127
20 percent	\$251
30 percent*	\$389
40 percent*	\$560
50 percent*	\$797
60 percent*	\$1,009
70 percent*	\$1,272
80 percent*	\$1,478
90 percent*	\$1,661
100 percent*	\$2,769

*Veterans with disability ratings of at least 30 percent are eligible for additional allowances for dependents, including spouses, minor children, children between the ages of 18 and 23 who are attending school, children who are permanently incapable of self-support because of a disability arising before age 18, and dependent parents. The additional amount depends on the disability rating and the number of dependents.

Additional Monetary Benefits for Eligible Military Retirees

Concurrent Retirement and Disability Payments (CRDP) restores retired pay on a graduated 10-year schedule for retirees with a 50 to 90 percent VA-rated disability. Concurrent retirement payments increase 10 percent per year through 2013. Veterans rated 100 percent disabled by VA are entitled to full CRDP without being phased in. Veterans receiving benefits at the 100 percent rate due to individual unemployability are entitled to full CRDP effective Jan. 1, 2005.

Eligibility: To qualify, Veterans must also meet all three of the following criteria:

1. Have 20 or more years of active duty, or full-time National Guard duty, or satisfactory service as a reservist, and
2. Be in a retired status;
3. Be receiving retired pay (must be offset by VA payments).

Retirees do not need to apply for this benefit. Payment is coordinated between VA and the Department of Defense (DoD).

Combat-Related Special Compensation (CRSC)

provides tax-free monthly payments to eligible retired Veterans with combat-related injuries. With CRSC, Veterans can receive both their full military retirement pay and their VA disability compensation if the injury is combat-related.

Eligibility: Retired Veterans with combat-related injuries must meet all of the following criteria to apply for CRSC:

1. Active or Reserve component with 20 years of creditable service or medically retired.
2. Receiving military retired pay.
3. Have a 10 percent or greater VA-rated injury.

In addition, Veterans must be able to provide documentary evidence that their injuries were a result of one of the following:

- Training that simulates war (e.g., exercises, field training)
- Hazardous duty (e.g., flight, diving, parachute duty)
- An instrument of war (e.g., combat vehicles, weapons)
- Armed conflict (e.g., gunshot wounds, Purple Heart)

Disabilities related to in-service exposure to hazards (e.g., Agent Orange, Gulf War illnesses, radiation exposure) for which VA awards compensation are considered combat-related for CRSC purposes.

For information, visit www.defense.gov, or call the toll free phone number for the Veteran's branch of service: (Army) 1-866-281-3254; (Air Force) 1-800-616-3775; (Navy) 1-677-366-2772. The Army has its own Website at www.hrc.army.mil/site/crsc/index.htm and e-mail at crsc.info@us.army.mil.

Presumptive Conditions for Disability Compensation

Certain chronic and tropical diseases (for example, multiple sclerosis, diabetes mellitus, and arthritis) may be service connected if the disease manifests to a compensable degree (i.e., rated 10-percent disabling or greater) within the applicable time limit following service (either one year, three years, or seven years, depending on the disease). For a comprehensive list of these chronic diseases, see 38 CFR 3.309; for applicable time limits, see 38 CFR 3.307.

All Veterans who develop Amyotrophic Lateral Sclerosis (ALS), also known as Lou Gehrig's Disease, at any time after separation from service may be eligible for compensation for that disability.

Prisoners of War: For former POWs who were imprisoned for any length of time, the following disabilities are presumed to be service-connected if they are rated at least 10 percent disabling anytime after military service: psychosis, any of the anxiety states, dysthymic disorder, organic residuals of frostbite, post-traumatic osteoarthritis, atherosclerotic heart disease or hypertensive vascular disease and their complications, stroke and its complications, residuals of stroke and effective Oct. 10, 2008, osteoporosis if the Veteran has post-traumatic stress disorder (PTSD).

For former POWs who were imprisoned for at least 30 days, the following conditions are also presumed to be service-connected: avitaminosis, beriberi, chronic dysentery, helminthiasis, malnutrition (including optic atrophy associated with malnutrition), pellagra and/or other nutritional deficiencies, irritable bowel syndrome, peptic ulcer disease, peripheral neuropathy except where related to infectious causes, cirrhosis of the liver, and effective Sept. 28, 2009, osteoporosis.

Veterans Exposed to Agent Orange and Other Herbicides: A Veteran who served in the Republic of Vietnam between Jan. 9, 1962, and May 7, 1975, is presumed to have been exposed to Agent Orange and other herbicides used in support of military operations.

Fourteen illnesses are presumed by VA to be service-connected for such Veterans: AL amyloidosis, chloracne or other acneform disease similar to chloracne, porphyria cutanea tarda, soft-tissue sarcoma (other than osteosarcoma, chondrosarcoma, Kaposi's sarcoma or mesothelioma), Hodgkin's disease, multiple myeloma, respiratory cancers (lung, bronchus, larynx, trachea), non-Hodgkin's lymphoma, prostate cancer, acute and subacute peripheral neuropathy, diabetes mellitus (Type 2), all chronic B-cell leukemias (including, but not limited to, hairy-cell leukemia and chronic lymphocytic leukemia), Parkinson's disease, and ischemic heart disease.

Veterans Exposed to Radiation. For Veterans who participated in "radiation risk activities" as defined in VA regulations while on active duty, active duty for training, or inactive duty training, the following conditions are presumed to be service-connected: all forms of leukemia (except for chronic lymphocytic leukemia); cancer of the thyroid, breast, pharynx, esophagus, stomach, small intestine, pancreas, bile ducts, gall bladder, salivary gland, urinary tract (renal pelvis, ureter, urinary bladder and urethra), brain, bone, lung, colon, and ovary; bronchiolo-alveolar carcinoma, multiple myeloma; lymphomas (other than Hodgkin's disease), and primary liver cancer (except if cirrhosis or hepatitis B is indicated).

To determine service connection for other conditions or exposures not eligible for presumptive service connection, VA considers factors such as the amount of radiation exposure, duration of exposure, elapsed time between exposure and onset of the disease, gender and family history, age at time of exposure, the extent to which a non service-related exposure could contribute to disease, and the relative sensitivity of exposed tissue.

Gulf War Veterans with Chronic Disabilities may receive disability compensation for chronic disabilities resulting from undiagnosed illnesses and/or medically unexplained chronic multi-symptom illnesses defined by a cluster of signs or symptoms. A disability is considered chronic if it has existed for at least six months.

The undiagnosed illnesses must have appeared either during active service in the Southwest Asia theater of operations during the Gulf War period of Aug. 2, 1990, to July 31, 1991, or to a degree of at least 10 percent at any time since then through Dec. 31, 2016. This theater of operations includes Iraq, Kuwait, Saudi Arabia, the neutral zone between Iraq and Saudi Arabia, Bahrain, Qatar, the United Arab Emirates, Oman, the Gulf of Aden, the Gulf of Oman, the Persian Gulf, the Arabian Sea, the Red Sea, and the airspace above these locations.

Examples of symptoms of an undiagnosed illness and medically unexplained chronic multi-symptom illness defined by a cluster of signs and symptoms include: chronic fatigue syndrome, fibromyalgia, functional gastrointestinal disorders, fatigue, signs or symptoms involving the skin, skin disorders, headache, muscle pain, joint pain, neurological signs or symptoms, neuropsychological signs or symptoms, signs or symptoms involving the respiratory system (upper or lower), sleep disturbances, gastrointestinal signs or symptoms, cardiovascular signs or symptoms, abnormal weight loss, and menstrual disorders.

Presumptive service connection may be granted for the following infectious diseases if found compensable within a specific time period. Brucellosis, Campylobacter jejuni, Coxiella burnetii (Q fever), Malaria, Mycobacterium tuberculosis, Nontyphoid Salmonella, Shigella, Visceral leishmaniasis, and West Nile virus. Qualifying periods of service for these infectious diseases include active military, naval, or air service in the above stated Southwest Asia theater of operations during the Gulf War period of Aug. 2, 1990, until such time as the Gulf War is ended by Congressional action or Presidential proclamation; and active military, naval, or air service on or after Sept. 19, 2001, in Afghanistan.

Programs for Veterans with Service-connected Disabilities

Vocational Rehabilitation and Employment (VR&E) This program assists Veterans who have service-connected disabilities obtain and maintain suitable employment. Independent living services are also available for severely disabled Veterans who are not currently able to seek employment. Additional information is available at www.vetsuccess.gov.

Eligibility: A Veteran must have a VA service-connected disability rated at least 20 percent with an employment handicap, or rated 10 percent with a serious employment handicap, and be discharged or released from military service under other than dishonorable conditions. Servicemembers pending medical separation from active duty may also apply if their disabilities are reasonably expected to be rated at least 20 percent following their discharge.

Entitlement: A VA counselor must decide if the individual has an employment handicap based upon the results of a comprehensive evaluation. After an entitlement decision is made, the individual and counselor will work together to develop a rehabilitation plan. The rehabilitation plan will specify the rehabilitation services to be provided.

Services: Rehabilitation services provided to participants in the VR&E program are under one of five tracks. VA pays the cost of approved training and services (except those coordinated through other providers) that are included in an individual's rehabilitation plan. Subsistence allowance (see page 35 for rates). The tracks are:

Reemployment with Previous Employer: For individuals who are separating from active duty or in the National Guard or Reserves and are returning to work for their previous employer.

Rapid Access to Employment: For individuals who either wish to obtain employment soon after separation or who already have the necessary skills to be competitive in the job market in an appropriate occupation.

Self-Employment: For individuals who have limited access to traditional employment, need flexible work schedules, or who require more accommodation in the work environment due to their disabling conditions or other life circumstances.

Employment Through Long-Term Services: For individuals who need specialized training and/or education to obtain and maintain suitable employment.

Independent Living Services: For Veterans who are not currently able to work and need rehabilitation services to live more independently.

Length of a Rehabilitation Program: Generally, Veterans must complete a program within 12 years from their separation from military service or within 12 years from the date VA notifies them that they have a compensable service-connected disability. Depending on the length of program needed, Veterans may be provided up to 48 months of full-time services or their part-time equivalent. Rehabilitation plans that provide services that only improve independence are limited to 30 months. These limitations may be extended in certain circumstances.

VetSuccess on Campus: The VetSuccess program is designed to provide on-campus benefits assistance and readjustment counseling to assist Veterans in completing their college educations and entering the labor market in viable careers. Current location include Cleveland State University, University of South Florida, San Diego State University, Rhode Island Community College, Rhode Island College, Texas A&M, Salt Lake City Community College, and Arizona State University.

VetSuccess.gov: The VetSuccess.gov Website is a Veteran-centric tool, providing comprehensive transition and employment resources. Veterans, Servicemembers, and their families can access a variety of interactive tools and information available throughout the Veteran lifecycle from transition to college, career, retirement, and family life. VetSuccess.gov also serves as a virtual employment resource center for Veterans seeking employment. Veterans can access VetSuccess.gov to:

- Browse job listings
- Post resumes
- Apply for positions.

VetSuccess.gov provides links to over 8 million jobs on the VetCentral site and links Veterans to Indeed, Google, and Simply Hired. Veterans may also apply for VA benefits, including VR&E, through the site.

Work-Study Program: See page 51.

Vocational Rehabilitation & Employment Subsistence Allowance: In some cases, a Veteran may require additional education or training to become employable. A subsistence allowance is paid each month during training and is based on the rate of attendance (full-time or part-time), the number of dependants, and the type of training. Veterans who are eligible for both VR&E services and Post-9/11 GI Bill benefits may elect a special subsistence allowance that is based on the monthly basic allowance for housing paid to active duty military. The monthly amount varies depending on the ZIP code of the training facility and is usually greater than the following regular subsistence allowance rates that are available to Veterans with no Post-9/11 GI Bill eligibility who are using VR&E benefits.

VR&E Subsistence Allowance Rates as of Oct. 1, 2012

Training	Time	No Dependents	One Dependent	Two Dependents	Each Additional Dependent
Institutional*	Full-Time	\$566.97	\$703.28	\$826.76	\$60.41
	3/4-Time	\$426.01	\$526.23	\$619.62	\$46.45
	1/2-Time	\$285.05	\$353.17	\$415.14	\$31.00
Farm Co-op Apprentice OJT**	Full-Time	\$495.72	\$599.47	\$690.89	\$44.94

Training	Time	No Dependents	One Dependent	Two Dependents	Each Additional Dependent
Services in Rehab Facility	Full-Time	\$566.97	\$703.28	\$828.76	\$60.41
	3/4-Time	\$426.01	\$528.23	\$619.62	\$46.45
	1/2-Time	\$285.05	\$353.17	\$415.14	\$31.00
	1/4-Time	\$142.52	\$176.60	\$207.57	\$15.46
Independent Living	Full-Time	\$566.97	\$703.28	\$828.76	\$60.41
	3/4-Time	\$426.01	\$528.23	\$619.62	\$46.45
	1/2-Time	\$285.05	\$353.17	\$415.14	\$31.00

* Institutional training rate also includes unpaid or nominally paid on-the-job training (OJT) or work experience in a Federal, State, local, or Indian tribal government agency.

** Subsistence allowance is paid for full-time training only in farm cooperative, apprenticeship, and other on-the-job training. Monthly payments are variable, based on the wages received.

Specially Adapted Housing Grants

Certain Servicemembers and Veterans with service-connected disabilities may be entitled to a Specially Adapted Housing (SAH) grant from VA to help build a new specially adapted house, to adapt a home they already own, or buy a house and modify it to meet their disability-related requirements. Eligible Veterans or Servicemembers may now receive up to three grants, with the total dollar amount of the grants not to exceed the maximum allowable. Previous grant recipients who had received assistance of less than the current maximum allowable may be eligible for an additional SAH grant.

Eligibility for up to \$63,780: VA may approve a grant of not more than 50 percent of the cost of building, buying, or adapting existing homes or paying to reduce indebtedness on a currently owned home that is being adapted, up to a maximum of \$63,780. In certain instances, the full grant amount may be applied toward remodeling costs. Veterans and Servicemembers must be determined eligible to receive compensation for permanent and total service-connected disability due to one of the following:

1. Loss or loss of use of both lower extremities, such as to preclude locomotion without the aid of braces, crutches, canes or a wheelchair.
2. Loss or loss of use of both upper extremities at or above the elbow.
3. Blindness in both eyes, having only light perception, plus loss or loss of use of one lower extremity.
4. Loss or loss of use of one lower extremity together with
 - a. residuals of organic disease or injury, or (b) the loss or loss of use of one upper extremity which so affects the functions of balance or propulsion as to preclude locomotion without the use of braces, canes, crutches or a wheelchair.
 - b. Severe burn injuries, which are defined as full thickness or subdermal burns that have resulted in contractures with limitation of motion of two or more extremities or of at least one extremity and the trunk.

Eligibility for up to \$12,756: VA may approve a benefit amount up to a maximum of \$12,756, for the cost of necessary adaptations to a Servicemember's or Veteran's residence or to help them acquire a residence already adapted with special features for their disability, to purchase and adapt a home, or for adaptations to a family member's home in which they will reside.

To be eligible for this grant, Servicemembers and Veterans must be entitled to compensation for permanent and total service-connected disability due to one of the following:

1. Blindness in both eyes with 5/200 visual acuity or less.
2. Anatomical loss or loss of use of both hands.
3. Severe burn injuries (see above).

Temporary Residence Adaptation (TRA): Eligible Veterans and Servicemembers who are temporarily residing in a home owned by a family member may also receive a TRA grant to help the Veteran or Servicemember adapt the family member's home to meet his or her special needs. Those eligible for a \$63,780 grant would be permitted to use up to \$14,000 and those eligible for a \$12,756 grant would be permitted to use up to \$2,000. Grant amounts are adjusted Oct. 1 every year based on a cost-of-construction index. These adjustments will increase the grant amounts or leave them unchanged; grant amounts will not decrease. The maximum amount for a TRA grant is not indexed and remains unchanged.

The property may be located outside the United States, in a country or political subdivision which allows individuals to have or acquire a beneficial property interest, and in which the Secretary of Veterans Affairs, in his or her discretion, has determined that it is reasonably practicable for the Secretary to provide assistance in acquiring specially adapted housing. For more information on the use of such grants, contact Brian Bixler, Specially Adapted Housing via e-mail at brian.bixler@va.gov.

Supplemental Financing: Veterans and Servicemembers with available loan guaranty entitlement may also obtain a guaranteed loan or a direct loan from VA to supplement the grant to acquire a specially adapted home. Amounts with a guaranteed loan from a private lender will vary, but the maximum direct loan from VA is \$33,000. Additional information about the Specially Adapted Housing Program is available at www.benefits.va.gov/homeloans/sah.asp.

Automobile Allowance

As of Oct. 1, 2011, Veterans and Servicemembers may be eligible for a one-time payment of not more than \$18,900 toward the purchase of an automobile or other conveyance if they have service-connected loss or permanent loss of use of one or both hands or feet, permanent impairment of vision of both eyes to a certain degree. They may also be eligible for adaptive equipment, and for repair, replacement, or reinstallation required because of disability or for the safe operation of a vehicle purchased with VA assistance. To apply, contact a VA regional office at 1-800-827-1000 or the nearest VA health care facility.

Clothing Allowance

Any Veteran who is service-connected for a disability for which he or she uses prosthetic or orthopedic appliances may receive an annual clothing allowance. This allowance is also available to any Veteran whose service-connected skin condition requires prescribed medication that irreparably damages outer garments. To apply, contact the prosthetic representative at the nearest VA medical center.

Allowance for Aid and Attendance or Housebound Veterans

A Veteran who is determined by VA to be in need of the regular aid and attendance of another person, or a Veteran who is permanently housebound, may be entitled to additional disability compensation or pension payments. A Veteran evaluated at 30 percent or more disabled is entitled to receive an additional payment for a spouse who is in need of the aid and attendance of another person.

Fiduciary Program

VA's Fiduciary Program is designed to protect the benefits paid to Veterans and beneficiaries who are unable to manage their own financial affairs. To qualify for this service, a VA beneficiary must be either a minor or an adult who has been determined to be unable to manage their financial affairs by VA, or under legal disability by reason of court action.

When VA benefits are payable to an individual who meets the above criteria, then a third party payee or fiduciary is appointed to ensure the beneficiary's funds are expended for the care, support, welfare, and needs of the beneficiary and their recognized dependents.

The Fiduciary Program's duty, mandated by Congress, is to provide oversight to fiduciaries by ensuring that they are providing the proper services for those beneficiaries who have shown a need of the program's protection. For more information please visit the VA Fiduciary Program at www.vba.va.gov/bln/21/Fiduciary/index.htm.

Back to [Federal Benefits for Veterans, Dependents and Survivors](#)

U.S. Department of Veterans Affairs - 810 Vermont Avenue, NW - Washington, DC 20420

Revised: 08/01/2012 Date Sent: 08/01/2012

OFFICIALS

William R. Griggs
CITY CLERK

Andrew Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



MAYOR
Joseph Peterson

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

JAMES R. KNOPP
SUPERINTENDENT OF RECREATION

December 12, 2012

Honorable Mayor Joseph Peterson
and City Council
City of Wyandotte
Michigan

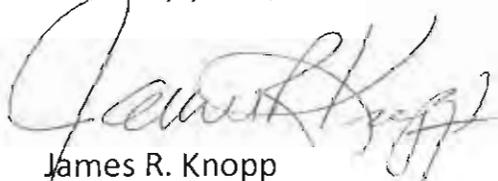
Dear Mayor Peterson and Council Members:

At the Recreation Commission meeting of December 11, 2012, the Commission was informed that no bids were received for Bid File #4605 - 2013 Municipal Boat Ramp Lease Agreement.

After Superintendent Knopp discussed this issue with the current Ramp Operator, Mr. George Campbell agreed to continue operation of the Ramp for the 2013 season under the same financial arrangements as in 2012. This lease has been reviewed and approved by the Department of Legal Affairs.

The Recreation Commission recommends your approval of this contract.

Sincerely yours,


James R. Knopp
Superintendent of Recreation


Justin N. Lanagan
Administrative Trainee

JRK:JNL:tj
Attachments – 1 contract

RESOLUTION

Wyandotte, Michigan
Date: December 17, 2012

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the Superintendent of Recreation, Administrative Trainee, and the Recreation Commission in the following resolution.

A resolution authorizing the Mayor and City Clerk to sign the 2013 Boat Ramp Lease Agreement with George Campbell, 845 Riverbank, Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 17, 2012

AGENDA ITEM # _____

ITEM: 2013 Boat Ramp Lease

PRESENTER: James R. Knopp, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE: James R. Knopp, Superintendent of Recreation and/or Justin Lanagan, Administrative Trainee

BACKGROUND: No bids were received – award the contract to the present operator.

STRATEGIC PLAN/GOALS: Continued operation of the Boat Ramp including rates for launching approved by the Recreation Commission at their November 13, 2012 meeting.

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation, Administrative Trainee, and Recreation Commission's recommendation to award the lease agreement to George Campbell, 845 Riverbank, Wyandotte, MI 48192

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Recreation Commission.

COMMISSION RECOMMENDATION: At their December 11, 2012 meeting, the Recreation Commission approved this agreement.

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation. *duydale*

LEGAL COUNSEL'S RECOMMENDATION: Approved by the Department of Legal Affairs.

MAYOR'S RECOMMENDATION: Concur with recommendation. *ok JRP*

LIST OF ATTACHMENTS: 2013 Contract

RESOLUTION

Wyandotte, Michigan
Date: December 17, 2012

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the Superintendent of Recreation, Administrative Trainee, and the Recreation Commission in the following resolution.

A resolution authorizing the Mayor and City Clerk to sign the 2013 Boat Ramp Lease Agreement with George Campbell, 845 Riverbank, Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

AGREEMENT BETWEEN THE CITY OF WYANDOTTE &

George Campbell, 845 Riverbank, Wyandotte, MI 48192

FOR THE OPERATION OF THE WYANDOTTE MUNICIPAL BOAT RAMP

AGREEMENT made and entered into this 17th day of December, A.D., **2012**, by and between the CITY OF WYANDOTTE, a Municipal Corporation in the County of Wayne, State of Michigan, hereinafter designated FIRST PARTY, and George Campbell, hereinafter designated SECOND PARTY;

WITNESSETH:

WHEREAS, First Party owns and maintains a public municipal Boat Ramp at the foot of St. Johns Street; and

WHEREAS, First Party is desirous of permitting a Boat Ramp and Concession to be operated by Second Party, and has previously advertised for sealed bids for the operation of the Boat Ramp and Concession, and agrees to lease for one year.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, IT IS AGREED, as follows:

1. First Party shall dispose of all rubbish when placed in the proper containers by the Second Party. Second Party will be responsible for paying all utilities, including, but not limited to, telephone, electricity, water and gas for the lease period, and furnishing a dumpster box.

2. First Party agrees to permit Second Party to maintain, occupy, and operate the Boat Ramp and Concession within and upon said premises from 6 am to 11 pm, during the year **2013** Boating Season for the launching of shallow-craft recreational vessels and sale therein of bait,

candy, gum, soft drinks, ice cream, ice products, souvenirs, and packaged food products. Second Party may sell cooked foods prepared on the premises and must comply with the health and sanitation regulations set forth by the City of Wyandotte and the Wayne County Health Department and the State of Michigan. Alcoholic beverages shall be prohibited from sale.

3. Second Party will furnish, at his own expense, all necessary and required City and County licenses and will comply with all ordinances.

4. Second Party is responsible to call the Wyandotte Police Department to ticket unauthorized vehicles using the Wyandotte Municipal Boat Ramp Parking Lot.

5. The following Fee Schedule will be strictly adhered to and may only be changed with the approval of the Wyandotte Recreation Commission:

LAUNCHING FEE SCHEDULE

<u>Launching</u>	<u>Resident</u>	<u>Non-Resident</u>
Daily	\$ 5.00	\$ 7.00
Season Passes	\$100.00	\$140.00
Wyandotte Senior Citizens (65 & Over)	\$30.00 Season Pass (unlimited launching)	

PARKING FEE

\$5 per vehicle

The Fee Schedule will be posted in a conspicuous place accessible to all users of the facilities. No other fees shall be charged for the use of the facilities. If this is issue is violated, refer to Section 15 of this agreement.

6. The term of the lease shall be for one boating season commencing **January 7, 2013** and ending December 31, **2013**.

7. Second Party promises to pay to the First Party the total of **\$16,200** for the **2013** season for lease of the described facility. Six equal payments of **\$2,700** each to be made payable by April 30, May 31, June 28, July 31, August 30, & September 25, **2013**.

8. Second Party hereby agrees to maintain the Boat Ramp and Concession in a sanitary condition in accordance with the regulations of the Wyandotte Recreation Department, Department of Public Service and the Wayne County Health Department at all times.

9. Second Party shall not assign, transfer or sublet the above Boat Ramp and Concession and shall personally operate said Boat Ramp and Concession under their supervision and control, and shall be personally held responsible for the performance of all the covenants and conditions as herein set forth. An adult, 18 years or older, shall be on duty at all times when the Ramp is open for business.

10. It is the duty of the Second Party to supervise and inspect the leased premises to insure that no dangerous or hazardous conditions exist on the leased premises. During the operation of the Boat Ramp facility, if Second Party discovers any dangerous or hazardous condition, Second Party shall immediately notify the Superintendent of Recreation in writing at the offices of the Wyandotte Recreation Department, Wyandotte, Michigan of said condition so that repairs can be made by First Party. Second Party prior to any required repairs shall take precautions to warn the public of the dangerous or hazardous condition and/or take steps to keep the public away from said dangerous or hazardous condition. Second Party is responsible to maintain and repair inside of the building on the leased premises.

11. Second Party further agrees that any beverages sold in bottles outside or away from the concession shall be emptied into paper cups.

12. Second Party agrees that he shall forthwith procure, at his own expense, and shall maintain during the term of this lease, public liability insurance in the amount of \$1,000,000.00 Bodily Injury, \$1,000,000.00 Personal Injury and \$500/\$500,000 Property Damage, the policies of

said insurance to provide ten (10) days advance written notice to the First Party prior to cancellation, termination or material change. Second Party shall furnish certification of the aforesaid insurance coverage to the First Party prior to opening. The City of Wyandotte shall be named additional insured on all such policies.

13. Second Party agrees that it shall indemnify and save harmless the First Party and its officers, elected officials, commissions, agents or representatives for and from all claims, demands, payments, suits, actions, recoveries, and judgments, or every type of nature, brought or recovered against it or either or any of them for or on account of any personal injuries or damages to property received or sustained by any person or persons by reason of or arising out of or in connection with Second Party's occupation of said premises under this Lease.

14. The parties hereto mutually agree that this Agreement may be terminated by either party, without cause, by first giving 30 days written notice to the other party of the terminating party's intent to terminate this Agreement. Second Party shall be responsible to pay any unpaid rent including rent up to the termination date within said thirty day notice period. Upon termination, the premises shall be returned in the original condition and second party is responsible and liable to the first party for any damages or cost of cleanup.

15. The parties mutually agree that the First Party may terminate this Agreement on three days notice if the Second Party is in default of any provision of this Agreement for more than five days. Second Party is responsible to pay all court costs and attorney fees incurred by First Party in enforcing the terms of the agreement.

16. The City of Wyandotte may in its sole discretion decide to renew the contract for future years.

IN WITNESS WHEREOF, the Parties hereto, by authority of the representative officials of the First Party and the Second Party has caused these presents to be signed and sealed the day and year above set forth.

CITY OF WYANDOTTE
Authorized by

Joseph Peterson, Mayor

William R. Griggs, City Clerk
FIRST PARTY

SECOND PARTY

I hereby certify that the within document is correct as to legality and form,
subject to receipt of proper insurance.

Name William R. Griggs

Date 11-16-12

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

③

MEETING DATE: December 17th, 2012

AGENDA ITEM # _____

ITEM: 2013 Sound Contract – Bass Notes Production

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you know the Special Event staff is in the process of planning our city events for 2013. In light of this, attached, please review a contract for Bass Note Productions to provide sound for the Wyandotte Kids Expo, Independence Day Parade, Wyandotte Tree Lighting and the Wyandotte Christmas Parade. These events will be paid from the related Special Events Accounts. The service agreement also includes the Vintage Baseball Game which will be paid from the Heritage Event Series Account.

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: We feel that Mr. Zang will once again provide excellent service and request your support of this contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

Wyandotte Kids Expo –	285-225-925-814 -	\$300
4 th of July Parade –	285-225-925-826 -	\$300
Christmas Parade and Tree Lighting –	285-225-925-825 -	\$450
Vintage Base Ball Game –	285-225-925-880 -	\$150

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Special Event Coordinator.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: Approved

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS:

2013 Bass Note Production Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 17th 2012

RESOLUTION by Councilman _____

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the contract between Bass Note Productions to provide sound for various 2013 special events.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

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

bass note productions

October, 2012

Service Agreement

Bass Note Productions will provide sound services for the various events. Services will include set up, operation, and removal of sound equipment.

Size/ venue appropriate public address system and appropriate microphones and mixer as required.

- | | | | |
|----------------------------------|--------------------------------|---------------|-------|
| • June 6 th 2013 | Wy. Kids Expo | 12 pm to 3 pm | \$300 |
| • July 4 th 2013 | 4 th of July Parade | 9 am to 12 pm | \$300 |
| • August 31 st 2013 | Vintage Baseball Game | 1 pm to 5 pm | \$150 |
| • November 15 th 2013 | Tree Lighting | 5 pm to 8 pm | \$150 |
| • November 16 th 2013 | Christmas Parade | 9 am to 12 pm | \$300 |

Date: As Listed
Start: Various
Finish: Various
Location: Wyandotte - Various
Fee: As listed above
Point of Contact: Heather Thiede 324-4502
Special Events Coordinator

Verified By: _____

If a need should arise for any additional DJ or other sound services please contact me, I'll do my best to accommodate your wishes.

P.O. Box 131
Wyandotte, MI. 48192
734-626-1069

Mayor Peterson

City Clerk

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

4

MEETING DATE: December 17th, 2012

AGENDA ITEM # _____

ITEM: 2013– Flicks on Bricks

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you are aware, the Recreation, Leisure and Culture Department is organizing the 2013 Flicks on Bricks special event series; an outdoor movie night taking place on the grounds of the old Wyandotte Theatre at Elm and First Street in Downtown Wyandotte. Featuring a variety of family friendly films, citizens will have the opportunity to bring lawn chairs and blankets to enjoy an evening of quality cinema under the stars. We would like to once again, contract with Richard Paul and Associates for the movie screen, projector, before movie cartoons and music as well as after movie music.

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 bringing our community together with citizen participation and supporting the local businesses and non-profit organizations.

ACTION REQUESTED: We feel that Richard Paul and Associates will once again provide excellent service and request your support of this contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

Flicks on Bricks –	285-225-925-730-891	\$2,700
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IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign and return to the Special Event Coordinator.

CITY ADMINISTRATOR’S RECOMMENDATION:

LEGAL COUNSEL’S RECOMMENDATION: Approved

MAYOR’S RECOMMENDATION:

LIST OF ATTACHMENTS: Richard Paul 2013 Contracts

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 17th 2012

RESOLUTION by Councilman _____

Richard Paul & Associates

Entertainment and Events Planning
16207 Mott Drive
Macomb MI 48044-5650

Office 586-226-1820
Fax 586-416-1159

Contractual Agreement

Today's Date: 12/7/12

The undersigned client agrees to retain the Artist(s) identified in this contract for the following engagement:

1. **Name of Artist: Big Screen Outdoor 16x30 truss movie screen see line #17 for details**
2. **Date(s) of Engagement: 6/28/2013 Friday**
3. **Type of Engagement: Flicks on Bricks Outdoor Movie Nights**
4. **Hours of Engagement: Set up late afternoon, movie to begin at dusk.**
5. **Agreed Price for Engagement: \$1350**
6. **Overtime charge per ½ hour: \$0**
(Will be billed immediately following engagement.)
7. **Name and Address of Place of Engagement: Old Wyandotte Theater lot corner of Elm & First St Wyandotte, MI**
8. **A NON-REFUNABLE DEPOSIT of \$0** payable to Richard Paul & Associates as agent for artists(s) must be received no later than receipt of contract to validate this agreement. If this contractual agreement is not returned in 10 days it may become null and void.
9. **The BALANCE of \$1350** shall be made payable to Richard Paul and Associates on mailed following engagement

The Fine Print

10. If this is an outdoor engagement and inclement weather conditions prevail, client agrees to furnish a well-covered stage free from water leakage. Should inclement weather conditions occur during performance, making it impossible to start and or complete the performance, artist(s) shall nevertheless be paid the full contracted price. If possible, Client is asked to have an alternate indoor sight available.
11. The person signing this contractual agreement on behalf of the client represents that he/she has the authority to do so and to bind the client to the terms hereof.
12. It is understood by the client that Richard Paul and Associates is an agent retained by the Artist(s) to book engagements and that the artist(s) is/are independent contractor(s) and are not employees or representatives of Richard Paul and Associates an assumed name of Bands Galore Enterprises inc., a Michigan Corporation.
13. The Client acknowledges that Richard Paul and Associates is not liable for damages in connection with claims resulting from bodily injury, death, or property damage arising out of performance.
14. This contract shall not constitute a joint venture between Richard Paul and Associates and either or both the Artist(s) and the client who remain solely liable for their own acts, commissions, or omissions as regard to each other or to any fourth party.
15. The agreement to the Artist to engage in the stated performance is subject to impossibility occurring by reason of sickness, family relocation, accident or incidents of transportation, acts of God or other legitimate condition beyond the Artist's control.
16. The Artist hereby represents that the performance will be conducted in a professional and responsible manner. The Client shall be solely responsible for the supervision and control of the guests of said performance. The Client shall at all times be responsible for the security of the venue and campus of venue and be responsible for removal or damage to all equipment for unsecured areas, or defects in venue.
17. **SPECIAL INSTRUCTIONS: Client to provide the movie, preferably in widescreen dvd format. We provide outdoor sound system, projector, pre-movie music, cartoons, labor Movie set up includes outdoor sound system on pedestals, pre-movie cartoons, pre-movie music, projector Client will supply a promo ed for playing.**

Leesa J. Paul electronic signature 12/7/12

Signature of Client
City of Wyandotte
Heather Thiede, Special Events Coordinator
3131 Third St.
Wyandotte MI 48192
734-341-5630

Richard Paul and Associates

12/7/12
11:50 AM

Richard Paul & Associates

Entertainment and Events Planning
16207 Mott Drive
Macomb MI 48044-5650

Office 586-226-1820
Fax 586-416-1159

Contractual Agreement

Today's Date: 12/7/12

The undersigned client agrees to retain the Artist(s) identified in this contract for the following engagement:

1. **Name of Artist: Big Screen Outdoor 16x30 truss movie screen see line #17 for details**
2. **Date(s) of Engagement: 7/26/2013 Friday**
3. **Type of Engagement: Flicks on Bricks Outdoor Movie Nights**
4. **Hours of Engagement: Set up late afternoon, movie to begin at dusk.**
5. **Agreed Price for Engagement: \$1350**
6. **Overtime charge per ½ hour: \$0**
(Will be billed immediately following engagement.)
7. **Name and Address of Place of Engagement: Old Wyandotte Theater lot corner of Elm & First St Wyandotte, MI**
8. **A NON-REFUNABLE DEPOSIT of \$0** payable to Richard Paul & Associates as agent for artists(s) must be received no later than receipt of contract to validate this agreement. If this contractual agreement is not returned in 10 days it may become null and void.
9. **The BALANCE of \$1350** shall be made payable to Richard Paul and Associates on mailed following engagement

The Fine Print

10. If this is an outdoor engagement and inclement weather conditions prevail, client agrees to furnish a well-covered stage free from water leakage. Should inclement weather conditions occur during performance, making it impossible to start and or complete the performance, artist(s) shall nevertheless be paid the full contracted price. If possible, Client is asked to have an alternate indoor sight available.
11. The person signing this contractual agreement on behalf of the client represents that he/she has the authority to do so and to bind the client to the terms hereof.
12. It is understood by the client that Richard Paul and Associates is an agent retained by the Artist(s) to book engagements and that the artist(s) is/are independent contractor(s) and are not employees or representatives of Richard Paul and Associates an assumed name of Bands Galore Enterprises inc., a Michigan Corporation.
13. The Client acknowledges that Richard Paul and Associates is not liable for damages in connection with claims resulting from bodily injury, death, or property damage arising out of performance.
14. This contract shall not constitute a joint venture between Richard Paul and Associates and either or both the Artist(s) and the client who remain solely liable for their own acts, commissions, or omissions as regard to each other or to any fourth party.
15. The agreement to the Artist to engage in the stated performance is subject to impossibility occurring by reason of sickness, family relocation, accident or incidents of transportation, acts of God or other legitimate condition beyond the Artist's control.
16. The Artist hereby represents that the performance will be conducted in a professional and responsible manner. The Client shall be solely responsible for the supervision and control of the guests of said performance. The Client shall at all times be responsible for the security of the venue and campus of venue and be responsible for removal or damage to all equipment for unsecured areas, or defects in venue.
17. **SPECIAL INSTRUCTIONS: Client to provide the movie, preferably in widescreen dvd format. We provide outdoor sound system, projector, pre-movie music, cartoons, labor. Movie set up includes outdoor sound system on pedestals, pre-movie cartoons, pre-movie music, projector. Client will supply a promo cd for playing.**

Leesa J Paul 12/7/12

Signature of Client
City of Wyandotte
Heather Thiede, Special Events Coordinator
3131 Third St.
Wyandotte MI 48192
734-341-5630

Richard Paul and Associates

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the contract between Richard Paul and Associates to provide assistance for the 2013 Flicks on Bricks Movie Nights.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

⑤

MEETING DATE: December 17th, 2012

AGENDA ITEM # _____

ITEM: 2013– Flicks on Bricks

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you are aware, the Recreation, Leisure and Culture Department is organizing the 2013 Flicks on Bricks special event series; an outdoor movie night taking place on the grounds of the old Wyandotte Theatre at Elm and First Street in Downtown Wyandotte. Featuring a variety of family friendly films, citizens will have the opportunity to bring lawn chairs and blankets to enjoy an evening of quality cinema under the stars.

Flicks on Bricks will provide additional opportunities for sponsorship, increased foot traffic, and entertainment value for the whole family.

Flicks on Bricks will run the following dates:

- June 28th
- July 26th

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: This letter is sent to request that the Department of Public Service be notified to close the following:

- Elm Street to Biddle Avenue to First Street
- Elm Street from First Street to the Alley between First and Second Street
- The parallel parking spaces on the west side of First Street between Oak and Elm Street.

The closure outlined above proved the most appropriate and convenient for event go-ers and local businesses. It permits First Street to remain open for through traffic to access to local businesses, yet maintains a safe and confined area for the event. Closure times for each of the preceding bulleted Friday dates should be approximately 5:00 PM. Parking notices should be posted on applicable areas of Elm and First Streets on the Wednesday immediately before each of the aforementioned dates.

Responsibility for all damage claims which may arise from the road closing must be assumed by the City of Wyandotte. The Fire Department and Police Department should also be notified of this event to reroute emergency vehicles.

We appreciate your consideration and support of special event programming in the City of Wyandotte.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Special Event Coordinator, Department of Public Service and Police Department.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: Approved

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS:

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 17th 2012

RESOLUTION by Councilman _____

- Resolved by City Council to approve the request of the Special Event Coordinator to approve of the closing of Elm Street to Biddle Avenue to First Street, Elm Street from First Street to the Alley between First and Second Street and the parallel parking spaces on the west side of First Street between Oak and Elm Street.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

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

2012 DEC 13 P 2:09

WYANDOTTE CITY

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

6

MEETING DATE: December 17, 2012

AGENDA ITEM #

ITEM: Resolution Authorizing the Tire Derived Fuel (TDF) Purchase Agreement as Recommended by WMS Management

PRESENTER: James French, Wyandotte Municipal Service, Director of Power Supply

INDIVIDUALS IN ATTENDANCE: Melanie McCoy, Wyandotte Municipal Services, General Manager,

BACKGROUND: Boiler #8 is designed and permitted to burn coal and tire derived fuel (TDF). Silver Lining Tire Recycling, located in Wyandotte, MI has consistently been the most reliable and lowest cost provider of TDF since the early 2000's and has offered to provide the TDF at a flat rate through December 31, 2015 of \$32.00/ton.

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

ACTION REQUESTED: Adopt the resolution authorizing the Tire Derived Fuel Purchase Agreement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The quantity and cost of TDF is consistent with the Power Supply Business Plan and 2013 budget.

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to Silver Lining Tire Recycling.

COMMISSION RECOMMENDATION: Approved

FINANCE DIRECTOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: Approved and signed

MAYOR'S RECOMMENDATION:

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

A Resolution authorizing the Tire Derived Fuel Purchase Agreement with Silver Lining Recycling, Inc.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Browning

DeSana

Fricke

Galeski

Sabuda

Stec

RESOLUTION 11-2012-03

**RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A
PURCHASE AGREEMENT WITH SILVER LINING RECYCLING, INC.**

WHEREAS, Wyandotte Municipal Services, has negotiated for supply of Tire Derived Fuel (TDF) for the Power Plant; and

WHEREAS, Silver Lining Tire Recycling has agreed to supply up to 25,000 tons annually at a fixed price of \$32.00 per ton through 2015; and

WHEREAS, the proposal from Silver Lining Tire Recycling to provide said TDF appears to be the best negotiated price and other benefits; now therefore,

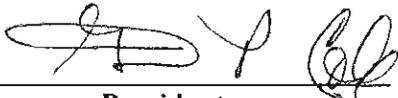
BE IT RESOLVED by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, that the General Manager be and hereby is authorized to execute a TDF Purchase Agreement with Silver Lining Tire Recycling, for a fixed price \$32.00 per ton through 2015.

ADOPTED this 13th day of November 2012.

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: _____



President

By: _____



Secretary

TIRE DERIVED FUEL (TDF) PURCHASE AGREEMENT

(Final November 8, 2012)

1. SELLER:

Silver Lining Tire Recycling
3776 11th St.
Wyandotte, MI 48192

2. BUYER:

Wyandotte Municipal Services
3200 Biddle
Wyandotte, MI 48192.

3. TERM:

- A. The Term of this Agreement (“Term”) shall commence on the January 1, 2013 and continue through December 31, 2016.

PRICE OF TDF:

- A. The price per ton, for all TDF delivered FOB to the Wyandotte Municipal Power Plant, starting January 1, 2013 and continue through December 31, 2015 shall be \$32.00 per ton.
- B. The above price includes all costs incurred by Seller in producing, processing, loading, transporting and delivering the TDF provided for hereunder in accordance with all federal, state and local laws and regulations, and all applicable state and federal taxes, including sales and use taxes, royalties, assessments or other charges sought to be assessed against the TDF or Buyer as the result of delivery of TDF under this Agreement.

4. SOURCE OF TDF:

- A. Seller represents and warrants that it owns or controls or has access to adequate, non-dedicated quantities of TDF for the satisfactory performance of its obligation under this Agreement. The TDF delivered under this Agreement will be produced at Silver Lining Tire Recycling, 3776 11th Street, Wyandotte, Michigan, 48192 (“TDF Property”).

5. QUANTITY OF TDF:

- A. Seller shall deliver to Buyer from 0 tons up to 25,000 tons of TDF annually during the Term of this Agreement. Scheduling of all TDF deliveries will be done in accordance with the provisions of Section 7 below and will be solely at the discretion of Wyandotte Municipal Services.

- B. Buyer and Seller shall work cooperatively to establish appropriate inventory levels at each of their facilities.

7. TRANSPORTATION AND DELIVERY:

- A. The TDF shall be shipped by semi-truck from Seller's loading facility located at the TDF Property ("Loading Facility") to the Wyandotte Municipal Services Power Plant ("Power Plant").
- B. Title to the TDF and risk of loss shall pass to Buyer and the TDF shall be considered to be delivered when it is unloaded at the Power Plant.
- C. Seller, at its sole expense, shall load each semi-truck at the Loading Facility to full visible capacity. Seller shall pay all extra freight charges, including, but not limited to, all penalties for overloaded semi-trucks.
- D. The TDF purchased hereunder shall be loaded into semi-trucks at the Loading Facility in accordance with a delivery schedule provided to Seller by Buyer. It is understood that Buyer and Seller shall coordinate the loading of all semi-trucks at the Loading Facility and adjust the loading schedule to comply with the "TDF Fuel Management Plan".
- E. In the event Buyer elects to terminate this Agreement as a result of Seller's failure to deliver the scheduled quantity of TDF in a timely fashion, then Buyer may purchase an equivalent quantity of TDF from other sources in order to supplant any or all of the remaining quantity of TDF required under this Agreement. Seller shall immediately, upon receipt of invoice, reimburse Buyer for any amount that the total delivered cost to Buyer of such TDF purchased from another source exceeds the delivered price of TDF sold to Buyer under this Agreement (including all transportation costs from said other sources to the Power Plant). All prices described herein shall be calculated and compared on a cost-per-ton basis.
- F. In the event the Seller has excess TDF and has reached the storage capacity at the Loading Facility, the Buyer will make space available at the Power Plant so the Seller can temporarily store up to 1,000 tons of TDF. Buyer and Seller shall coordinate the delivery of all TDF to be stored at the Power Plant and determine the schedule by which the storage will be reduce to working level.

8. TDF QUALITY SPECIFICATIONS:

- A. The TDF sold and purchased hereunder shall be reasonably free from extraneous materials, including, but not limited to, wires, earth, rock, wood, tramp metal and debris, and shall conform to the Guaranteed "As Received" TDF Quality Specifications set forth below. In addition, the TDF delivered hereunder shall not be contaminated with any material amount of debris, including, but not limited to, tramp iron, wire balls, or any other non-TDF material. In the event Buyer discovers any non-TDF material that has been co-mingled with TDF delivered by Seller, and said non-TDF material could potentially damage Buyer's equipment at the generating station, or significantly impair or increase the handling of TDF at the generating station, as solely determined by Buyer, then in such event, Seller shall immediately remove all such non-TDF material at its own expense, and replace said removed material with an

equivalent quantity of TDF containing the TDF quality specifications provided immediately below. In addition, the TDF shall be consistent in size and other physical characteristics such that unloading and handling at Buyer's generating station as now operated can be consistently accomplished without difficulty.

- B. TDF shall be generally clean cut with a minimum of exposed wire. Excessive exposed wire will result in rejection of the TDF shipment. TDF shall be generally clean and free from dirt and other materials. During the TDF chipping process, a cross belt magnet shall be used to remove bead wire from TDF prior to shipment
- C. TDF shall be 95% by weight bead wire free. TDF samples will be collected at least monthly by WMS and if said samples contain excessive bead wire, a \$1.50 per ton penalty will be imposed on all shipments received during the previous 30 days or since the last sample, whichever date is later. WMS reserves the right to reject delivery and invoices for all shipments of poor quality material or to adjust the purchase price to the value WMS determines the shipment is worth. If WMS rejects a shipment that is already on the ground at the municipal power plant, the supplier will be charged \$250 to reload the shipment in the supplier's vehicle. The supplier will be responsible for the disposal of all poor quality material rejected.
- D. TDF shall be a nominal one and one-half-inch (1.5") size chip. Stringers greater than three times the nominal chip size are not acceptable. WMS reserves the right to reject any TDF shipment containing improper chip sizes.
- E. The above inspection of and acceptance/rejection of each TDF shipment shall be made at the time of delivery, but all TDF shall be subject to inspection and sampling at all reasonable times and places. WMS reserves the right to reject all TDF shipments that do not satisfy the TDF quality specifications incorporated herein. Rejected TDF shall be removed by and at the expense of the supplier promptly after notification of rejection. WMS shall not be obligated to pay the full price for any TDF shipments hereunder that do not meet quality specifications; however, payment may be made at a negotiated reduction in price.

9. WEIGHT DETERMINATION:

- A. The Seller is responsible to determine total weight of each semi-truck delivered hereunder and that the total weight shall be determined from certified scales and the weights as thus determined shall govern, unless another method is mutually agreed upon by the parties.

10. BILLING AND PAYMENT PROVISIONS:

- A. Seller shall render to Buyer by the fifteenth (15th) of the following month, an itemized invoice for each Shipment delivered during the previous calendar month. The payment for all TDF delivered in said calendar month shall be mailed within forty (40) days after receipt of invoice in form and detail satisfactory to Buyer.
- B. All payments to Seller are to be mailed direct to the following address:

Silver Lining Tire Recycling
3776 11th Street
Wyandotte, MI 48192
Attention: General Manager

11. DISPUTES AND ARBITRATION:

- A. Except where a remedy or other action is specifically authorized herein, any controversy, claim, counterclaim, defense, dispute, difference or misunderstanding arising out of or relating to this Agreement or breach thereof, shall be negotiated by the parties in good faith to attempt to arrive at a mutually satisfactory resolution. If the parties are unable to arrive at a mutually satisfactory resolution, then all questions or controversies shall be submitted for arbitration to a panel of three arbitrators in Wayne County, Michigan in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrators shall be final, and judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination of this Agreement. Each party shall bear the expense of its own representation and any other expenses of the arbitration proceedings shall be borne equally unless otherwise determined by the arbitrators. The validity, construction and performance of this Agreement shall be determined in accordance with the law of the State of Michigan.

12. NOTICES:

- A. All formal notices provided for or permitted hereunder shall be in writing, either by certified or registered letter (postage prepaid), overnight or private courier (fee prepaid) or by facsimile transmission (with confirmation of transmission) confirmed by such letter, and if to Buyer, addressed to:

General Manager
Wyandotte Municipal Services
3200 Biddle Avenue
Wyandotte, Michigan 48192
Phone (734)324-7111
Fax: (734) 282-5822

Or at any subsequent address to which Buyer may notify Seller in writing;

And, if to Seller, addressed to:

General Manager
Silver Lining Tire Recycling
3776 11th Street
Wyandotte, MI 48192
Phone (734)324-4800
Fax: (734) 324-4990

Or at any subsequent address to which Seller may notify Buyer in writing.

13. MISCELLANEOUS:

- A. If either party is in material breach of any provision hereof, and does not cure such breach within fifteen (15) days after written notice thereof is given to the party in breach, then the other party shall have the right to immediately terminate this Agreement.
- B. The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. Except as otherwise expressly limited in this Agreement, all remedies under this Agreement shall be cumulative and in addition to every other remedy provided for herein or by law or in equity.
- C. This Agreement shall not be assignable by either party without the written consent of the other, which consent shall not be unreasonably withheld.

14. FORCE MAJEURE:

- A. The term "force majeure" as used herein shall mean any cause beyond the control of the party affected thereby, and which could not be avoided by exercise of due care, such as acts of God, acts of the public enemy, insurrections, riots, strikes, fires, explosions, floods, breakdown of or damage to plants, equipment or facilities, unscheduled or forced outages at Buyer's generating station, accidents, unavailability of transportation, embargoes, orders or acts of civil or military authority, which wholly or partly prevent the production to be delivered hereunder, or the ability of Seller to transport or transfer the TDF, or the ability of Buyer to unload and/or utilize the TDF, or in any other way prevent the performance of any of the duties and responsibilities of either party hereunder.
- B. If, by reason of a force majeure, either party is unable, wholly or partially, to carry out any of its obligations under this Agreement, and if the party suffering the force majeure promptly gives the other party hereto reasonable notice of such force majeure, the obligations, except for claims in dispute and payments due and owing, of the party giving such notice shall be suspended (or reduced to the extent made necessary by such force majeure) during the continuance of such force majeure. The disabling effects of such force majeure shall be eliminated by the party claiming the force majeure as soon as and to the extent reasonably practicable. The party claiming the force majeure shall give prompt written notice to the other party of the termination of such force majeure. During any period of force majeure, Seller and Buyer, to the extent possible, shall allocate TDF sold by Seller and TDF used at the generating facility, as the case may be, among all spot and long term contracts currently in effect at the time, on a pro rata basis.
- C. In the event any restrictions are imposed by governmental agencies which restrict or prevent the burning of some or all of the TDF to be supplied under this Agreement, any such restriction shall be deemed to be an event of force majeure under this Agreement but Buyer shall use its best efforts consistent with economic considerations and good utility practice to avoid the effects thereof.

D. The Buyer and Seller will work cooperatively In the event of either a planned or unplanned outage of the Sellers equipment or the Buyers plant

15. EXECUTION OF AGREEMENT:

A. Seller and Buyer warrant and represent that the execution and delivery of this Agreement has been duly authorized, and that all corporate actions and all other steps necessary to be taken to make this Agreement and all of the terms hereof legal, binding and enforceable obligations of Seller and Buyer have been duly taken. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of this _____ day of _____ 2012.

ATTEST: Silver Lining Tire Recycling

By: _____

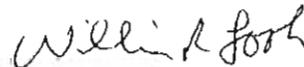
Title: _____

ATTEST: Wyandotte Municipal Services

By: _____

Title: _____

APPROVED AS TO FORM:



William R. Look
Legal Counsel

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 17, 2012

AGENDA ITEM #

①

ITEM: Policy on Selling City Owned Property for the Construction of New Homes

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 12-7-12

BACKGROUND: The Engineering and Building Department has been selling City owned buildable lots for \$10,000 on a Deferred Lien. The Deferred Lien further includes any closing costs. The terms of the Deferred Liens are if the home is occupied by the Purchasers as their primary residence for 10 years, then the lien is forgiven.

Recently, the City has received a request to subordinate the lien at Former 2508 12th Street now known as 2510 12th Street to the mortgage company.

STRATEGIC PLAN/GOALS: Provide the finest services and quality of life to its residents by:
1. Fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas; 2. 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

ACTION REQUESTED: Council to authorize the Engineering Department to subordinate Deferred Lien's on this property at 2510 12th Street and future buildable lots which remain in ownership of the original purchaser.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Subordinate Deferred Lien's on buildable lots remaining in the same ownership, Council will authorize the Mayor and City Clerk to execute the necessary documents to subordinate said liens.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

Shydale OK

LEGAL COUNSEL'S RECOMMENDATION:

WRL

MAYOR'S RECOMMENDATION:

JRP by JD

LIST OF ATTACHMENTS: List of Deferred Liens – Liens highlighted are the liens wherein houses have been or are being built without subordination agreements.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: December 17, 2012

RESOLUTION by Councilperson _____

BE IT RESOLVED THAT COUNCIL concurs with the recommendation of the City Engineer;
AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the necessary paperwork to subordinate liens on owner occupied buildable lots that remain in the same ownership.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

DEFERRED LIEN LIST

Address	Date of Lien	Amount	Purchaser	Date of Payment
2436 10th Street	7/28/2003	\$2,404.00	L39314p278	12/9/2004 Paid in full
1838 McKinley	7/22/2003	\$1,749.80		
882 Superior	8/1/2003	\$2,900.00	L39447/P641	
848 Plum	9/12/2003	\$3,000.00		2/4/2004 Paid in full
3702 9th	9/12/2003	\$4,460.48		6/29/2006 Paid in full
3640 3rd Street	12/8/2003	\$2,500.00		08/03/09 Paid in full L/C
538 Ford	3/3/2004	\$1,500.00		
526 Ford	5/10/2004	\$1,500.00		
1114 2nd	7/26/2004	\$2,000.00		5/11/06 Paid in full
179 Antoine	11/5/2004	\$1,500.00		
1708 8th	2/11/2005	\$1,500.00		7/27/2005 Paid in full
1050 Walnut	8/16/2005	\$3,000.00	L43661 P1478	11/21/07 Paid in full
887 8th	11/2/2005	\$894.00	L44157/P880	
1241 Walnut	11/2/2005	\$894.00	L44678P438	
1146 McKinley	11/30/2005	\$3,000.00		5/11/06 Paid in full
3575 17th Street	1/17/2006	\$1,950.00		12/04/06 Paid in full
1708 8th	8/11/2006	\$1,500.00		11/5/2006 Paid in Full
221 Clinton	8/31/2006	\$2,000.00	L45451P21	10/16/08 Pain in Full
1710 Lindbergh	11/10/2006	\$1,500.00	L45924P848	8/17/07 Pail in Full
3375 12th Street	12/6/2006	\$1,500.00	L45924p846	
1728 Lindbergh	4/23/2007	\$1,500.00	L46419P1036	Pymt \$100
1041 Eureka	6/11/2007	\$3,643.00	L46564P1029	1033 Eureka
2424 5th	7/6/2007	\$1,015.00	L46636p390	503 Walnut
2770 9th Street	9/19/2007	\$3,000.00	L46793P947	2764 9th Street
1744 3rd	4/23/2008	\$3,000.00	L47389P27	1750 3rd Street
1088 17th	6/17/2008	\$1,500.00	L47446P549	4289 17th Street
1088 Corp	6/24/2008	\$1,000.00	L47446P550	1604 Cora
217 2nd	7/1/2008	\$1,600.00	L47446 p545	219 2nd
227 2nd	6/12/2008	\$1,600.00	L47446 p546	237 2nd
884 Vinewood	10/10/2008	\$1,000.00	L47631 P452	Adj Vac Land - 892 Vinewood
1170 22nd	9/15/2008	\$2,205.00	L47690 P1287	1178 22nd
3425 5th	11/7/2008	\$4,125.90	L47630 P1178	465 Orange
2342 13th	11/7/2008	\$3,364.00		3352 13th Street
165 Cedar	11/3/2008	\$3,850.00	L47631 P462	2221-2223 2nd
	11/5/2008	\$1,924.00	L47631 P461	2734 9th
3370 12th Street	11/7/2008	\$1,500.00	L47631 P458	3373 12th Street
109 Perry Place	11/21/2008	\$3,354.58		103 Perry Place
121 Perry Place	11/21/2008	\$2,247.15		121 Perry Place
2923 14th Street	11/21/2008	\$2,100.00		1267 Oak
2746 9th	11/21/2008	\$3,000.00		2740 9th Street
108 Perry Place	7/17/2009	\$6,746.36		116 Perry Place
541 Poplar	7/20/2009	\$3,867.64	L48368P298	533 Poplar
528 Poplar	7/22/2009	\$4,181.17	L48368 P297	532 Poplar
226 Bondie	7/29/2009	\$3,113.00		218 Bondie
2122 2nd	8/7/2009	\$4,090.95		2130 2nd
118 Goddard	12/29/2009	\$594.00		108 Goddard
73 Superior	3/4/2010	\$5,000.00		2704 Biddle - Joe Daly
237 Bondie	3/31/2010	\$1,399.00	L48537P672	239 Bondie
237 Bondie	4/12/2010	\$5,634.00	L48782 P1174	227 Bondie
1088 Walnut	6/14/2010	\$2,514.00	L48798P159	1094 Walnut
2308 1st	5/21/2010	\$1,464.00	L48783 P323	2302 1st Street
1762 Ash	6/14/2010	\$2,619.00	L48905 P960	1770 Ash
1762 Ash	6/14/2010	\$2,619.00	L48905P959	1754 Ash
2770 9th Street	7/30/2010	\$2,119.00	L48783 P320	2784 9th
3738 9th	8/19/2010	\$5,000.00	L4881P334	3738 9th Street - New House
436 Cedar	10/8/2010	\$3,891.08	L4881P338	428 Cedar
452 Cedar	10/14/2010	\$3,144.00	L48905P963	464 Cedar
174 Ford	10/15/2010	\$7,558.60	L48905P964	190 Ford - Commercial
2123 2nd street	10/18/2010	\$3,997.26	L4881P337	163 Spruce
67 Emmons	11/3/2010	\$2,749.00	L48905P958	81 Emmons
1062-1088 Walnut	11/3/2010	\$5,000.00	L49092P1448-	1084 Walnut
165 Mulberry	2/17/2011	\$3,169.00	L49093P370	2319 2nd
556 Goddard	4/15/2011	\$2,644.00	L49224P394	550 goddard
1123 6th	4/18/2011	\$1,189.00	L49250P1336	1111 6th
1433-1451 Sycamore	5/11/2011	\$10,788.00	L49223P672-673	1447 Sycamore
850 8th Street	8/2/2011	\$4,662.00	L49388P1278-1279	842 8th Street
3401 20th	7/13/2011	\$2,290.00	L49336P1259-1260	3407 20th
3401 20th	7/13/2011	\$2,548.00	L49318P1037-1038	3393 20th Street
127 Bennett	7/11/2011	\$9,729.00		646 Biddle
807 Plum	7/15/2011	\$2,147.00	L49318P1033	813 Plum

This property has 2 liens

\$5000 paid at closing/\$5000 lien

\$200 pymt rec 11/1/11 5250 payment rec 9/11

double for \$10,000 paid at closing/
\$10,000 Lien

NOT TIFA
NOT TIFA

298 Kings Hwy	7/5/2011	\$2,448.00	L49463P1292	304 Kings Hwy	
122 Perry Place	9/21/2011	\$5,827.00	L49463P1303-1304	128 Perry Place	
2627 6th	9/8/2011	\$3,652.00	L49463P1299-1300	569 Vinewood	
1569 Maple	11/17/2011	\$2,910.62		1577 Maple	
1569 Maple	10/20/2011	\$3,443.69		1563 Maple	
210-212 North Dr	11/22/2011	\$2,694.00		202 North Drive	
210-212 North Dr	11/22/2011	\$2,694.00		218 North Drive	
188 Davis	12/12/2011	\$3,460.50		198 Davis	L49661 P918
615 Chestnut	12/20/2011	\$2,671.52		2804 6th	L49661 P920
2702 4th	12/20/2011	\$4,604.00		423 Superior	L49661 P916
345 Superior	1/27/2012	\$2,694.00		353 Superior	L49661 P914
1100 Walnut	5/2/2012	\$2,802.00		1094 Walnut	<i>This property has 2 liens</i>
515-517 Elm	5/5/2012	\$1,489.00		527 Elm	
615 Chestnut	5/15/2012	\$1,988.28		2812 6th	Paid in Full 8/02/12
2508 12th	6/29/2012	\$10,537.00		2510 12th	requesting subordination
3003-3005 Biddle	6/29/2012	\$170,030.00			DM Company
1110 Walnut	6/1/2012	\$1,439.00		1112 Walnut	
814 7th Street	7/31/2012	\$3,314.36		703 St. Johns	Paid in full 11/26/12
139 North Drive	6/1/2012	\$2,647.00		147 North Drive	
3003-3005 Biddle	7/1/2012	\$19,800.00		3003-3005 Biddle	Joe Daly DDA
1136 Oak	10/1/2012	\$10,669.61		1134 Oak	
1832 McKinley	10/3/2012	\$2,631.51		1828 McKinley	
2450 9th	10/8/2012	\$1,483.80		2442 9th Street	
649-655 Plum	11/29/2012	\$10,503.25		653 Plum	

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

8

MEETING DATE: December 11, 2012

AGENDA ITEM #

ITEM: TROLLEY RESTORATION

PRESENTER: Mark Kowalewski – City Engineer

Mark Kowalewski - 12-12-12

INDIVIDUALS IN ATTENDANCE: NA

BACKGROUND: The City Trolley is in need of repairs. Bids were solicited by the Engineering Department and opened on December 10, 2012. These bids were received, reviewed and Michigan Cat was determined to be the lowest and most qualified bid. See attached bids.

STRATEGIC PLAN/GOALS: NA

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer selecting Michigan Cat as the contractor of record.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work form DPS-Vehicles Account No. 10J-448-850-530.

IMPLEMENTATION PLAN: Michigan Cat will enter into a contract and begin the Trolley repairs. Trolley will be placed out of service for the months of January and February 2013.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *OK Solupdal*

LEGAL COUNSEL'S RECOMMENDATION: *wpc*

MAYOR'S RECOMMENDATION: *JRP 1/30*

LIST OF ATTACHMENTS

Summary of bids.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 11, 2012

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the City Engineer in the following resolution.

A Resolution authorizing the acceptance of Michigan Cat's bid of \$22,788.00 for the Trolley repairs from Account No. 101-448-850-530.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 17, 2012

AGENDA ITEM #

9

ITEM: Christmas Tree Collection

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski, 12-11-12

BACKGROUND: The City provides collection of Christmas Trees during the month of January. Trees will be collected on Tuesday north of Vinewood and Thursday south of Vinewood. Ornaments, decorations, tree stands and plastic bags MUST BE REMOVED to permit composting.

STRATEGIC PLAN/GOALS: Committed to protect and manage our natural resources vigorously by promoting recycling and insuring yard waste is disposed of properly.

ACTION REQUESTED: Concur in the collection schedule.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a part of current contract with Waste Management.

IMPLEMENTATION PLAN: Post notice on cable.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

Shirleydale etc

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

OK JRP by JD

LIST OF ATTACHMENTS: n/a

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 17, 2012

RESOLUTION by Councilperson _____

RESOLVED BY MAYOR AND COUNCIL that the communication from the City Engineer regarding the collection of Christmas Trees is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Waste Management will collect Christmas Trees beginning January 2, 2013, until January 30, 2013. Trees will be collected on Tuesdays north of Vinewood and Thursdays south of Vinewood. Ornaments, decorations, tree stands and plastic bags MUST BE REMOVED to permit composting of trees.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

cc: Patrick Greve, Waste Management
Gary Ellison, DPS
David Rothermal, DPS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

10

MEETING DATE: December 17, 2012

AGENDA ITEM # _____

ITEM: Sale of the former 1152 -1154 Chestnut (35' x 150')

PRESENTER: Mark A. Kowalewski, City Engineer and Colleen a. Keehn, City Assessor

Mark Kowalewski 12-11-12 Colleen A Keehn

BACKGROUND: Property purchased with TIFA Funds and is now being sold to the adjacent property owners in accordance with City Policy to split vacant lots less than 40 feet wide:
Sell 15 feet to the adjacent property owner at 1158 Chestnut for the amount of \$750. With the purchase of this property their new lot size will be 80' x 150'. The owners will be required to construct a garage.
Sell 20 feet to the adjacent property owner at 1142 Chestnut for the amount of \$1,000. With the purchase of this property their new lot size will be 70' x 150'.

STRATEGIC PLAN/GOALS: Committed to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Approve Purchase Agreement to sell property to the adjacent property owners.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved, will schedule closing on properties.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Update*

LEGAL COUNSEL'S RECOMMENDATION: *will*

MAYOR'S RECOMMENDATION: *JRP by JD*

LIST OF ATTACHMENTS: Sales Agreements

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 17, 2012

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the communication from the City Engineer and City Assessor regarding the sale of the Former 1152-1154 Chestnut, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Patricia Karagitz to acquire 20 feet of the former 1152-1154 Chestnut in the amount of \$1,000.00; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Patrick and Maria Sutka to acquire 15 feet of the former 1152-1154 Chestnut in the amount of \$750.00; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION

2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390

(734) 285-6500

FAX (734) 285-4160

OFFER TO PURCHASE REAL ESTATE

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

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

{ City
XXXXXXX of
XXXXXXX

Wyandotte County, Michigan, described as follows:
the westerly 15 feet of the easterly 35 feet of Lot 13 Block 309 Hurst & Post Subdivision as recorded in Liber 1 Page 298 of Plats WCR, being known as Part of the Former 1152-1154 Chestnut Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit _____ if any, now on the premises, and to pay therefore the sum of Seven Hundred Fifty Dollars and 00/100 (\$750.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

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

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

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

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

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

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

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

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3131 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchaser will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 1158 Chestnut. 3. Purchaser is responsible for all closing fees including title premium, Wayne County Fee of \$150.00 and recording fees. Closing fees will be due at time of closing. 4. Property is being purchased in an "as is" condition. 5. This Agreement is further contingent upon Purchaser constructing a garage/shed plans to be approved by the City Engineer. A permit for construct of the garage must be secured before closing on this property.

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

IN PRESENCE OF:

Patrick Sutka L.S.
Patrick Sutka Purchaser

Maria Sutka L.S.
Maria Sutka Purchaser

Address 1158 Chestnut, Michigan 48192

Dated Dec 6, 2012

Phone _____

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

Phone _____

By: _____

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

IN PRESENCE OF:

CITY OF WYANDOTTE: _____ L.S.
Joseph R. Peterson, Mayor

_____ L.S.
William R. Griggs, City Clerk
Address 3131 Biddle Avenue, Wyandotte

Dated: _____

Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Purchaser

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

William R. Look
 Steven R. Makowski

Richard W. Look
 (1912-1993)

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

{ City
 XXXXXXX of
 XXXXXX

Wvandotte Wayne County, Michigan, described as follows:
the easterly 20 feet of the easterly 35 feet of Lot 13 Block 309 Hurst & Post Subdivision as recorded in Liber 1 Page 298 of Plats
WCR being known as Part of the Former 1152-1154 Chestnut Street, together with all improvements and appurtenances,
 including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV
 antenna, gas conversion unit and permit _____ if any, now on the premises, and to pay therefore the sum of One thousand Dollars
and 00/100 (\$1,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any,
 upon the following conditions:

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

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

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

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

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

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

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

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3131 Biddle Avenue, Wyandotte, MI

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 1142 Chestnut; 3. Purchaser is responsible for all closing fees including, title premium, Wayne County Fee of \$150.00 and recording fees. Closing fees will be due at time of closing; 4. Property is being purchased in an "as is" condition.

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

IN PRESENCE OF:

Patricia Karagitz L.S.
Patricia Karagitz Purchaser

Purchaser

Address 1142 Chestnut, Michigan 48192

Phone: _____

Dated Dec 10, 2107

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

Phone _____

By: _____ Seller

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

IN PRESENCE OF:

CITY OF WYANDOTTE:

Joseph R. Peterson, Mayor L.S.

William R. Griggs, City Clerk L.S.

Address 3131 Biddle Avenue, Wyandotte

Dated _____

Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____ L.S.
Purchaser

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 13, 2012

AGENDA ITEM #

11

ITEM: Competitive Assistance Grant Program (CGAP) - Assessing

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City of Southgate has applied to the State of Michigan under the CGAP Grant Program (formerly EVIP) for technology and equipment upgrades for the Downriver Central Assessing project. This project began in the fall of 2011 between the City of Southgate and City of Lincoln Park and was later joined by the City of Woodhaven. The project resulted in a reduction in costs and the elimination of Wayne County as the contractual assessor for their communities. The grant is intended to upgrade equipment and infrastructure in efforts to provide additional cost reductions for the initiative. Currently, the City of Wyandotte is in the process of determining if there is value in joining this project. It is required to adopt the attached resolution to receive the Grant Notice of Final Award.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: Adopt the attached resolution

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None. After final notification of the grant is received, the City will need to determine if they wish to join the initiative.

IMPLEMENTATION PLAN: City Administrator will work with the neighboring communities and the Assessor-elect relative to this initiative.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur with recommendation, *JMP*

LIST OF ATTACHMENTS

1. Notification of Intent to Award – CGAP FY 2012 (Round 2)

MODEL RESOLUTION:

See attached

City of Wyandotte

County of Wayne

RESOLUTION ACCEPTING THE CGAP GRANT

Minutes of the regular meeting of the City of Wyandotte of the City of Wyandotte County of Wayne, State of Michigan, (the "Municipality") held on December 17, 2012.

PRESENT: Members:

ABSENT: Members:

Member offered and moved the adoption of the following resolution, seconded by Member .

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Competitive Grant Assistance Program (CGAP) grant in the amount of up to \$25,000 toward reimbursement of expenditures required to implement the Downriver Central Assessing Department (project title), and

WHEREAS, the State of Michigan requires each municipality's governing body to approve a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's CGAP, and

WHEREAS, the State of Michigan requires a resolution and copies of minutes from the date of the meeting at which the resolution was approved to be provided within 60 days of the preliminary notice of award, and

WHEREAS, City of Wyandotte (local unit name) acknowledges that its:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act
3. Is not delinquent in making payment that are due on loans issued pursuant to the Emergency Municipal Loan Act
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a CGAP grant-funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the Wyandotte City Council (governing body) hereby authorize participation in the Downriver Central Assessing Department (project title) and on behalf of the City of Wyandotte (local unit name) authorize the Mayor and City Clerk (designee) to provide this resolution and minutes indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the CGAP requirements.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the of the of , County of , said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 Public Act 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

William R. Griggs (name)

City of Wyandotte, Clerk

of County of



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

ANDY DILLON
STATE TREASURER

October 23, 2012

Brandon Fournier
City Administrator
City of Southgate
14400 Dix-Toledo
Southgate, MI 48195

Dear Mr. Fournier:

Re: **Notification of Intent to Award - CGAP FY 2012 (Round 2)**

The Michigan Department of Treasury (Treasury) - Office of Revenue and Tax Analysis (ORTA) received your grant application for the Competitive Grant Assistance Program (CGAP), formerly known as the Economic Vitality Incentive Program (EVIP) – Grant Program. We are pleased to inform you that the project your governmental unit submitted entitled ***Downriver Central Assessing Department*** has been selected for a grant award in the maximum amount of **\$25,000.00**.

Intent to Award Approved Budget Amount

Attached is the approved budget for your grant project.

Next Step

To receive the Grant Notice of Final Award, Treasury must receive all the required Board Resolution(s), Board Meeting Minutes, or Inter-local agreements for all participating local units (as indicated in the Conditions of the grant application packet) by Thursday, December 27, 2012. **If the resolutions, minutes or agreements have not been received for all participating local units, the project funding will be subject to automatic cancellation.** Submission of the resolutions, minutes or agreements will be considered an agreement to all provisions specified in the grant application packet and acceptance of the grant award.

Please send the required documents by e-mail to TreasRevenueSharing@michigan.gov or by mail to:

Michigan Department of Treasury
Office of Revenue and Tax Analysis
PO Box 30722
Lansing, MI 48909

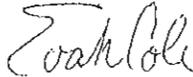
City of Southgate
October 23, 2012
Page 2

Grant Application Conditions

For your reference, enclosed is a copy of the CGAP, formerly EVIP, Information and Conditions. Please review the conditions of the grant award. The conditions contain important information pertaining to the grant award (i.e. requirements for final award, reporting, reimbursement, etc.). Reminder, grant funds are distributed on a reimbursement basis.

Congratulations to you on the grant award. We appreciate your interest in the CGAP and look forward to working with you on this project. We ask that you inform all participating local units of this intent to award. If you have any questions, please let us know. We can be reached at (517) 373-2697.

Sincerely,



Evah Cole, Administrative Manager
Office of Revenue & Tax Analysis

Enclosure

c: Mr. Andy Dillon, Treasurer
Mr. Roger Fraser, Deputy Treasurer
Ms. Claire Allard, Strategy Advisor
Mr. Brom Stibitz, Senior Policy Advisor
Mr. Terry Stanton, Director of Communications
Mr. Jay Wortley, Director

City of Southgate
 October 23, 2012
 Attachment: Intent to Award Approved Budget Amounts

Downriver Central Assessing Department

Below is the approved budget for your grant project. Please note, all feasibility studies were funded at 25%. We have assigned budget categories to each of your original budget line items. Please use these categories when submitting your reimbursement requests.

Reimbursement requests must include invoices and cancelled checks supporting the costs.

Budget Category	Budget Description	Application Budget Amount	Intent to Award Budget Amount	Comments
	Building Renovation	\$96,250.00	\$.00	Denied
Infrastructure/Equipment	Software Upgrades	\$25,000.00	\$25,000.00	
	Budget Total	\$121,250.00	\$25,000.00	

Final 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

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



JOSEPH R. PETERSON
MAYOR

COUNCIL

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

Reports

+

minutes

December 17, 2012

Wyandotte, Michigan December 10, 2012

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

ROLL CALL

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

Absent: Councilperson Browning

COMMUNICATIONS MISCELLANEOUS

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

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 crowd's favorite as well. It was nice to see hundreds of filmgoers spill into downtown Wyandotte and attend a wonderful after party at the Portofino 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,

Kristic Trombley, 2333 Jefferson Ave. #5, Trenton, Michigan

PERSONS IN THE AUDIENCE

Kevin VanBoxell, 1271 – 12th, thanked Mayor & Council for help on the electronic signs.

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

December 6, 2012

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 10, 2012

AGENDA ITEM #4

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

PRESENTER: Todd A. Drysdale, City Administrator

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

MAYOR'S RECOMMENDATION: Concur with recommendation

LIST OF ATTACHMENTS

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

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: December 10, 2012

AGENDA ITEM #5

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

PRESENTER: Mark A. Kowalewski, City Engineer

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: OK

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS:

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 10, 2012

AGENDA ITEM #6

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:

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

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS:

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 10, 2012

AGENDA ITEM #7

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

PRESENTER: Mark Kowalewski, City Engineer

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 #:101-440-925756 - New Construction \$836,295.00

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

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: OK

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

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

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

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	

CITIZENS PARTICIPATION:

None

RECESSRECONVENINGROLL CALL

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

Absent: Councilperson Browning

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"

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-compliant 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 therefore; 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 purpose 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: Councilpersons DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

ABSENT: Councilperson Browning

I hereby approve the adoption of the foregoing ordinance this 10th 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 10th day of December, 2012.

Dated: December 10, 2012

JOSEPH R. PETERSON, Mayor
WILLIAM R. GRIGGS, City Clerk

RESOLUTIONS

Wyandotte, Michigan December 10, 2012

RESOLUTION by Councilperson Leonard Sabuda

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 Leonard Sabuda

Supported by Councilperson Daniel Galeski

ROLL ATTACHED

Wyandotte, Michigan December 10, 2012

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the communication from Paige E. Aubin, 21st Century Salvage Inc.; Next Generation Environmental, Inc. relative to the request for temporary restriction of the alley behind the former K of C building and adjacent buildings located at 2400, 2410 & 2430 Biddle Avenue for demolition access is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council hereby GRANTS permission for said restriction provided the proper DEMOLITION permits are in place and a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs. AND BE IT FURTHER RESOLVED that access be maintained for emergency vehicles and easement access for Municipal Service.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda

Supported by Councilperson Daniel Galeski

YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan December 10, 2012

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the communication from Kristie Trombley, 2333 Jefferson Avenue #5, Trenton, Michigan 48183 complimenting the recent Downriver Film Festival held at the DeSana Council of the Arts is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda

Supported by Councilperson Daniel Galeski

ROLL ATTACHED

Wyandotte, Michigan December 10, 2012

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the communication from Mayor Peterson relative to the placement of commemorative signs (VETERANS BOULEVARD) BELOW the official Superior Boulevard signage between 1st Street and Van Alstyne is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council hereby APPROVES said signage and hereby directs the Department of Public Service to install same.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda

Supported by Councilperson Daniel Galeski

YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan December 10, 2012

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Administrator to enter into the Agreement for the Sale and Exchange of Real Property within the Wyandotte School District as outlined in his communication dated December 10, 2012 and FURTHER acknowledges that the City is currently in the process of acquiring 2946-7th Street which is included in the Agreement and FURTHER, authorized 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 Councilperson Leonard Sabuda
Supported by Councilperson Daniel Galeski
YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan December 10, 2012

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the communication from the City Engineer dated December 10, 2012 relative to 3131 Biddle Avenue is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council hereby directs the City Engineer to apply to the Michigan Elimination Program for funds to demolish the building at 3131 Biddle Avenue, AND BE IT FURTHER RESOLVED that Council hereby supports the application to the 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 Leonard Sabuda
Supported by Councilperson Daniel Galeski
YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan December 10, 2012

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer to list for sale the NSP2 properties at 136 Mulberry, 140 Mulberry, 821 Ash, 2320-8th and 2456-8th. AND BE IT FURTHER RESOLVED that Open Houses at said properties will be held on Sunday, December 16th and Saturday, December 29, 2012 from 12:00 noon to 3:00 p.m.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda
Supported by Councilperson Daniel Galeski
YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan December 10, 2012

RESOLUTION by Councilperson Leonard Sabuda

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 an 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 of \$388,000 to Pizzo Development; AND BE IT FURTHER RESOLVED that 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 Councilperson Leonard Sabuda
Supported by Councilperson Daniel Galeski
YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan December 10, 2012

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the communication from the Department of Legal Affairs relative to the first reading of an ordinance at tonight's meeting regarding Sec 11-9 and 11-10 concerning Recreational Fires is hereby received and placed on file.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Leonard Sabuda
Supported by Councilperson Daniel Galeski
YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan December 10, 2012

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the total bills and accounts in the amount of \$1,215,307.47 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Leonard Sabuda
Supported by Councilperson Daniel Galeski
YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

ADJOURNMENT

MOTION by Councilperson Leonard Sabuda
Supported by Councilperson Daniel Galeski
That we adjourn.
Carried unanimously
Adjourned at 9:12 PM
December 10, 2012



William R. Griggs, City Clerk

FINANCIAL SERVICES DAILY CASH RECEIPTS

DATE 12-6-12

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

SALES RECEIPT # 353189 THRU 353194

DESCRIPTION	ACCOUNT NUMBER	KEY CODE	AMOUNT
ACCTS. RECEIVABLE - RESCUE	101-000-041-020	XL	
MIDWESTERN AUDIT A/R -RESCUE	101-000-041-021	XT	
MISCELLANEOUS RECEIPTS	101-000-655-040	RE	344.40
LIQUOR LICENSE	101-000-600-030	S2	
FINES DIST COURT WYANDOTTE	101-000-650-010	M1	
DIST COURT RIVERVIEW CASES	101-000-650-012	M3	
WORK FORCE WYANDOTTE	101-000-650-011	M2	
WORK FORCE RIVERVIEW	101-000-650-017	M6	
COURT TECHNOLOGY WYANDOTTE	101-000-650-018	M7	
COURT DRUG TESTING FEES	101-000-650-020	M9	
COURT SCREENING ASSESSMENTS	101-000-650-021	AS	
CHEMICAL AWARENESS	101-000-650-024	AW	
STATE DRUNK DRIV/DRUG CASE MGT	101-000-650-013	M4	
PRISONER BILLING	101-000-650-015	M5	
LAND CONTRACT REC. - UDAG	284-000-041-050	AR	
PARKING LOT LOANS	284-000-060-030	AR	
CINGULAR WIRELESS CELLSITE RENT	492-000-655-020	BB	600.00
LAND CONTRACT/TIFA CONSOL.	492-000-041-050	AR	
LAND CONTRACT - TIFA DOWNTOWN	499-000-041-050	AR	
MUNICIPAL SERVICE SEWAGE	590-000-068-010	5A	
SELF INSURANCE REIMBURSEMENT	677-000-670-010	7A	
HEALTH INS. REIMB. - RETIREE	731-000-231-020	3R	
QUARTERLY HEALTH M.S. RETIREE	731-000-670-010	7R	
PD EMPLOYEE PENSION CONTRIB	731-000-392-040	EP	2,061.46
DESANA TRUST	701-000-391-034	DT	90.72
WYANDOTTE COUNTY DEL TAX SETTLEMENT	101-000-411-085	MZ	9,915.13
		MZ	
TOTAL MONIES RECEIVED			<u>13,011.71</u>

TODD A. DRYSDALE
DIRECTOR OF FINANCIAL SERVICES

**WYANDOTTE CULTURAL AND HISTORICAL COMMISSION
MINUTES OF THE OCTOBER 18, 2012 MEETING
MARX HOME**

PRESENT: Michelle Blankenship, Jody Chansuolme, Ken Munson, Sue Pilon, Anne Ronco, Stan Rutkowski, Nancy Chasca

EXCUSED: Don Schultz, Tom Woodruff, Dave Kostelnik, Becca Bearden, Eula Grooms

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

MOTION by Sue Pilon, supported by Anne Ronco, to approve the minutes from the September 2012 meeting, MOTION CARRIED (6-0)

PRESIDENT'S REPORT:

Jody and Anne attended the last two Design Review Committee meetings in place of Michelle. Jody said that at the meeting she attended they discussed the building next to Nixon's Funeral Home. The owner was told he had to re-paint the building, which is currently blue. The building is home to a business that cleans shopping malls.

At the meeting Anne attended, they discussed the new City Hall sign. They have since changed their minds about the sign and will have another meeting to approve the new design.

Michelle reminded the Commission that there will be a joint meeting with the Historical Society and the Oakwood Cemetery Association at 7 p.m. after the November Commission meeting. She said that Commissioners should start brainstorming ways to possibly assist the Cemetery Association.

Michelle gave an update about the future of Federal Square. She spoke to Maura Johnson, who was formerly researching two of the homes in Federal Square to see if they might be eligible for Land Bank funds to be demolished. She said that she believes the homes are National Register eligible and so they should not be torn down through this program. At this point the city would still be able to tear down the homes on its own. Michelle contacted Ellen Thackery to discuss next steps.

Shirley had sent an email to Jody and Michelle suggesting that the Museum offer a discounted rate for youth groups that tour the Museum and book their tours in advance. This would potentially encourage more young people to visit the Museum and encourage them to plan their trips ahead of time.

MOTION by Anne Ronco, supported by Sue Pilon, to approve a discounted rate of \$1 per child under 12 and \$3 per leader for pre-scheduled tour groups of 8 or more, MOTION CARRIED (6-0)

DIRECTOR'S REPORT:

Jody passed out the financial report for September. September was the end of city's fiscal year. The report includes deposits for the Citywide Garage Sale. It also includes funds from the Stars event in

September and three private teas. There was a typo in the right column that says the year is 2011 instead of 2012. Jody will correct the typo before submitting the report.

MOTION by Sue Pilon, supported by Nancy Chasca, to approve the finance report for September, pending audit, MOTION CARRIED (6-0)

Jody announced that the Cemetery walk raised \$7,980 in total revenue. Just \$1,069 was spent, so there was \$6,914 in profits. 390 tickets were sold.

There will be a Halloween Open House at the Museum on Friday, October 19. The next open house will be in December for Christmas.

The Basement Exhibit Gallery is still in the planning stages. Jody and Sarah are scheduling meetings with some consultants. And they did receive the first check from the grant to fund the exhibit. The final check will come after the exhibit opens.

The chimney renovation is complete. The chimneys are all non-functional now, which is fine because they are not used anyway. The roof project is currently out for bids. Bids are due by October 22, and the project is scheduled to be completed by November 30..

Jody passed out a tentative list for the Heritage Event Series for next calendar year. She is planning on keeping the November Auction and the World War II Victory Rally, but she would like to choose a different weekend for the Rally. Other than that, many of the events will stay the same. She still needs to check in with the Historical Society to see if they plan to host the Pie and Ice Cream Social and the Mad Hatter's Tea Party.

Jody announced that the rental of the VFW Hall for the November Auction will be on the agenda for the next City Council meeting. Cost is \$250.

FRIENDS: The group hasn't met since the last Commission meeting. Michelle said that the Commission will need one more volunteer to serve on the Friends board since Stan's term is almost up. Stan said that he can attend the next meeting.

SOCIETY: Anne said that there will be elections at the meeting on November 9 and three of the board members are not running again. She also said they plan to talk about the Memorial Fund at the meeting. She would like to attend, but the meeting conflicts with setup for the Auction.

OLD BUSINESS: None.

NEW BUSINESS: Jody brought a list of items from the last meeting of the Deaccession Subcommittee. She passed around a list of the items the subcommittee recommended for deaccession. She explained the process of accession and deaccession, and explained why some of the items were chosen for deaccession. She said that she had invited a representative from the Historical Society to attend the meeting, but no one could attend.

MOTION by Anne Ronco, supported by Nancy Chasca, to deaccession the items on the list, under the recommendation of the Deaccession Subcommittee, MOTION CARRIED (5-0)

ANNOUNCEMENTS/COMMUNICATION: None.

ATTENTION TO AUDIENCE: None.

**MOTION by Anne Ronco, supported by Sue Pilon to adjourn the meeting at 7:17 p.m.
MOTION CARRIED (5-0)**

**Next Meeting: November 8, 2012.
Respectfully Submitted,
Annie Pilon, Recording Secretary**

A handwritten signature in cursive script, appearing to read "Anne Pilon".

FINANCE REPORT - WYANDOTTE MUSEUMS
MONTH OF SEPTEMBER 2012
From the desk of Jody L. Egen
MONEY DEPOSITED WITH THE CITY OF WYANDOTTE TREASURY - AS OF OCTOBER 18, 2012

Log Cabin Rental	\$ 205.00 - Cash \$ 160.00 - Checks \$ 365.00 - Total	Reserve 101-000-257-250-071
Admissions/ Donations	\$ 50.00 - Cash <i>admissions</i> \$ 0 - Check \$ 50.00 - Total	Reserve 101-000-257-250-071
Weddings	\$ 0 - Check \$ - Cash \$ 0 - Total	Reserve 101-000-257-250-071
Marx Rent	\$ 625.00 - Check \$ 0 - Cash \$ 625.00 - Total	<i>Marx Rental Account</i> 101.000.655.655.021
Garage Sale Sign Returns	\$ 615.00 - Check \$ 0 - Cash \$ 615.00 - Total	Reserve 101-000-257-250-071
Garage Sale Registrations	\$ 630.00 - Check \$ 4,280.00 - Cash \$ 4,910.00 - Total	Reserve 101-000-257-250-071
Garage Sale Map Sales	\$ 0 - Check \$ 187.80 - Cash \$ 187.80 - Total	Reserve 101-000-257-250-071
Wyandotte Stars Home Classic Tournament -	\$ 335.00 - Check \$ 0 - Cash \$ 335.00 - Total	Reserve 101-000-257-250-071
Private Teas: Sept. 10, 24, and 29	\$ 270.00 - Check \$ 145.00 - Cash \$ 415.00 - Total	Reserve 101-000-257-250-071

Total of all deposits: \$ 7,502.80

EXPENSES

HEAT/ GAS		
MacNichol	\$ 27.39	City
Marx	\$ 18.47	City
Log Cabin	\$ 24.34	City
Burns	n/a	City
	<i>Subtotal</i>	\$ 70.20
WATER		
MacNichol	\$ 186.54	City
Marx	\$ 137.48	City
Log Cabin	\$ 11.40	City
Burns	\$ 15.47	City
	<i>Subtotal</i>	\$ 350.89

ELECTRIC		
MacNichol	\$ 296.89	City
Marx - includes \$53.37 outside 400W	\$ 148.12	City
Burns	\$ 87.22	City
<i>Subtotal</i>	\$ 532.23	
PHONE		
MacNichol	\$ 41.92	City
Marx	\$ 41.92	City
Burns	\$ 217.11	City
<i>Subtotal</i>	\$ 300.95	
Subtotal All Utilities:		\$ 1,254.27

MISCELLANEOUS		
Tom Faryniarz - Reimbursement for bee traps, and misc. building supplies.	\$ 40.26	Reserve
Historical Society of Michigan - Conference registration for September 28-30	\$ 298.00	Education and Reserve
OfficeMax -- Paper for garage sale maps	\$ 22.56	Reserve
IStock - Marketing graphics	\$ 47.99	Reserve
Whipple Printing - October events poster	\$ 63.75	Reserve
Victorian Trading Co. - October monthly Hallowe'en exhibit	\$ 155.86	Reserve
Gathered Traditions - October monthly Hallowe'en exhibit	\$ 28.05	Reserve
Hoods - Caulk and caulk gun	\$ 6.10	City - B&G
Sam's Club - cleaning supplies	\$ 26.58	Reserve
Subtotal All Miscellaneous:		\$ 689.15

CURRENT BUDGET BALANCES - AS OF, END OF 2012 FISCAL YEAR

SUPPLY LINE	BALANCE YEAR TO DATE	2011 BUDGET
Office Supplies	\$ 13.48	\$ 1,050.00
Postage	\$ 48.21	\$ 80.00
Building Maintenance & Supplies	\$ 1,483.94	\$ 8,279.00
Printing	\$ 0	\$ 800.00
Electric	\$ 1,815.33	\$ 6,700.00
Water	\$ 625.26	\$ 1,675.00
Heat	\$ 2,365.09	\$ 10,200.00
Education	\$ 0	\$ 240.00
Automobile	\$ 9.19	\$ 160.00
Reserve *	\$ 72,662.84 *	n/a

* As of October 18, 2012

CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Training Room at Police Headquarters on Tuesday, November 27, 2012. Commissioner Melzer called the meeting to order at 6:37 p.m.

ROLL CALL:

Present:	Commissioner Harris Commissioner Melzer Chief Carley
Recording Secretary:	Lynne Matt
Absent:	Commissioner Noles

READING OF JOURNAL

Motioned by Commissioner Harris, supported by Commissioner Melzer to approve the minutes as recorded for the meeting held on October 23, 2012. Motion carried unanimously.

Motioned by Commissioner Harris, supported by Commissioner Melzer to approve the Special Meeting Minutes as recorded for the meeting that was held on November 16, 2012. Motion carried unanimously.

UNFINISHED BUSINESS

1. *Injury Update.* Chief Carley reported that there are no injuries to report.

COMMUNICATIONS

1. *“Thank You” letter from Oakwood Southshore*
Chief Carley reported Lt. Bartnicki and Sgt/E Moline received letter from hospital due to the handling of a critical care patient. Commissioner Harris motioned to receive and place on file, supported by Commissioner Melzer.
2. *Gratitude letter from Riverview Fire Department*
Commissioner Melzer motioned to receive and place on file, supported by Commissioner Harris.
3. *Christmas Parade “Chili Cookout” request*
Commissioner Melzer stated this event was already done and that they routinely approve so no action was taken.

DEPARTMENTAL

1. *Grievance 01-2012 – Step 2*
Special Meeting of November 16, 2012 was for this grievance so no action was taken.
2. *Wyandotte Fire Department Monthly Report “October 2012”*
Chief Carley reported that there were 200 calls for EMS services for the month of October, which 116 were transported. Rescue 771 did 105 and rescue 772 did 95. We received 3 mutual aids and provided 1 mutual aid. Fire incidents totaled 44, of which 4 were building fires with minor damage. We did give mutual aid to Riverview on a garage fire. Commissioner Harris motioned to receive and place on file report, supported by Commissioner Melzer.
3. *Department Bills submitted October 23, 2012 in the amount of \$7,330.98*
Department Bills submitted November 7, 2012 in the amount of \$2,736.33
Department Bills submitted November 20, 2012 in the amount of \$5,617.34
Commissioner Harris formally motioned to approve bills and accounts submitted as stated above, supported by Commissioner Melzer. Motion carried unanimously.
4. *Daily Reports*
Commissioner Melzer asked about hydrant inspections and how's it going. Chief Carley stated in November guys pump hydrant down then go back out in December and do again, that's when most complaints, if any, are forwarded to Water Department. Commissioner Harris motioned to receive and place on file daily reports, supported by Commissioner Melzer. Motion carried.

LATE ITEMS

Chief Carley requested permission to deliver Santa to VFW Post 1136 on Sunday, December 9, 2012, which we have been doing for years. Commissioner Melzer motioned to approve request, supported by Commissioner Harris. Motion carried.

Chief Carley stated tomorrow is the departments ISO Safety inspection.

Fire Commission Meeting
Page 3
November 27, 2012

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:47 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John C. Harris". The signature is written in a cursive style with a large initial "J" and "H".

John C. Harris
Secretary

JCH/lm

DRAFT

**CITY OF WYANDOTTE
FIRE COMMISSION MEETING**

2012 DEC 12 P 4:54

The Fire Commission meeting was held in the 2nd Floor Training Room at Police Headquarters on Tuesday, December 11, 2012. Commissioner Melzer called the meeting to order at 6:04 p.m.

ROLL CALL:

Present: Commissioner Harris
Commissioner Melzer
Commissioner Noles
Chief Carley

Recording Secretary: Lynne Matt

READING OF JOURNAL

Motioned by Commissioner Noles, supported by Commissioner Harris to approve the minutes as recorded for the meeting held on November 27, 2012. Motion carried unanimously.

UNFINISHED BUSINESS

1. *Injury Update.* Chief Carley reported that there are no injuries to report.

COMMUNICATIONS

1. *"Thank You" letter from Henry Ford Health System to Wyandotte Firefighters – Local 356 for \$2,000 donation*
Chief Carley reported this donation was from proceeds of shirts sold in October to support breast cancer. Chief acknowledged a "Thank You" to FF Brendt Frederick who put this all together. Commissioner Melzer moved to receive and place on file, supported by Commissioner Noles.
2. *"Thank You" letter from Allen Park Fire Department*
Chief Carley stated there was a serious 5 car accident in Allen Park with multiple patients who needed to be transported. The guys heard multiple requests from dispatch trying to get ambulances that's when they volunteered to go and help. Commissioner Noles motioned to receive and place on file, supported by Commissioner Harris.

DEPARTMENTAL

1. *Wyandotte Fire Department Monthly Report "November 2012"*
Chief Carley reported that there were 219 calls for EMS services for the month of November, which 117 were transported. Rescue 771 did 110 and rescue 772 did 109. Fire incidents totaled 40, of which one was a building fire with significant damage. Chief Carley gave a "Thank You" to Detective Galeski who helped out. Commissioner Noles motioned to receive and place on file, supported by Commissioner Harris.
2. *Department Bills submitted November 4, 2012 in the amount of \$3,948.89*
Commissioner Harris formally motioned to approve bills and accounts submitted as stated above, supported by Commissioner Noles. Motion carried unanimously.
3. *Daily Reports*
Commissioner Harris motioned to receive and place on file daily reports, supported by Commissioner Noles. Motion carried.
Commissioner Melzer inquired about medical alarm training the guys did at Wyandotte Co-op where Chief Carley stated each unit has individual pull cord devices now so they were updated on them.

LATE ITEMS

Commissioner Melzer stated that next scheduled commissioner meeting is December 25, 2012 and motioned to cancel meeting as it is a holiday, supported by Commissioner Noles. Next scheduled meeting will be held Tuesday, January 8, 2013.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:12 p.m.

Respectfully submitted,

John C. Harris
Secretary

JCH/lm

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
December 11, 2012

ROLL CALL

Present: Chief Dan Grant
Commissioner Doug Melzer
Commissioner Amy Noles
Commissioner John Harris

Absent: NONE

Others Present: Richard Miller

The meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Melzer at 6:17 p.m.

The Minutes from the regular Police Commission meeting on November 27, 2012, and the special meeting on December 4, 2012 were presented.

Noles moved, Harris seconded,

CARRIED, to approve the regular minutes of November 27, 2012, and special minutes of December 4, 2012, as presented.

UNFINISHED BUSINESS

1. **Hiring Process for Police Officer Policy** – Chief Grant checked with MCOLES regarding military service and what affect it had on academy requirements. MCOLES said they are at least a couple of years away from instituting any type of waiver for those possessing military experience. When they do make the change, it will only apply to Military Police.

When hiring officers, everything else being equal, we give preferential treatment to those who do have military experience.

Commissioner Melzer supports the policy as submitted previously by Chief Grant.

Currently, the academy requires 42 hours of college credit. So, by the time you graduate from the academy you will have an associate's degree or 62 hours of college credit.

Commissioner Harris would like to see all sworn personnel have at least 62 hours of college credit.

Currently, to advance to a Lieutenant's position within our department, a sergeant needs to have an associate's degree. Only one officer on staff currently meets that requirement.

This policy would only affect civilians applying to our agency, not current union personnel.

Harris moved, Noles seconded,
CARRIED, to put the Hiring Process for Police Officer policy in place as brought forward by Chief Grant.

COMMUNICATIONS

1. **Complimentary Email** – November 21, 2012 Email from Helga Postell to Inspector Pouliot regarding Det. Yoscovits follow up on her daughter's death.

The mother had written from the state of Florida on behalf of her daughter who was a Wyandotte resident. Detective Yoscovits definitely went above and beyond what was required.

The Commissioners thought the email was very nice, and they were very proud of Detective Yoscovits and his actions.

Noles moved, Harris seconded,
CARRIED, to receive the correspondence and place on file.

DEPARTMENTAL

1. **Police Statistics** – November 2012, Year to Date

Chief Grant indicated these statistics portray both criminal and non-criminal events. All of downriver has seen somewhat of an increase in property crimes and larceny.

Harris moved, Noles seconded,
CARRIED, to receive the police statistics for November 2012 and year to date figures and place on file.

2. **Citizen Survey Response** – Officer Jim Kresin

The Department sends these citizen surveys out once per month, and this particular response was regarding Officer Kresin. The citizen had been a victim of theft, but was pleased with how Officer Kresin responded.

Noles moved, Harris seconded,
CARRIED, to receive the citizen response on Officer Kresin and place on file.

3. **Police / Fire Commission Meeting Calendar** – 2013

The Police and Fire Commission meets the 2nd and 4th Tuesdays of each month.

Melzer moved, Harris seconded,
CARRIED, to adopt the 2013 Police and Fire Commission meeting calendar as presented.

4. **Cancellation of December 25, 2012 Meeting**

This is self-explanatory, but Commissioner Melzer just wanted to make sure everyone was aware that the next meeting would have fallen on Christmas day.

5. Bills and Accounts – December 11, 2012, \$13,087.82

Harris moved, Noles seconded,
CARRIED, to approve payment of the December 11, 2012, \$13,087.82 bills.

NEW BUSINESS

1. Phone Tree

The phone tree is set up in order of call volume.

Initially, since we are the answering point for four communities, the dispatchers were being overwhelmed with other agencies departmental calls for their detectives and command officers etc. However, this problem has been corrected.

If the dispatchers were higher up in the order of the phone tree, they would probably receive almost every call since that is the choice most people would pick instead of listening all the way through the phone tree.

Chief Grant hopes to have the new phone tree implemented by the end of the month.

Commissioner Harris inquired whether we advertise the police non-emergency number on Wyandotte cable. We currently do not.

Melzer moved, Harris seconded,
CARRIED, to approve the Chief's recommendation and update of the Police Department phone tree.

ADJOURNMENT

Since there was no further business to come before the commission, there was a motion to adjourn the meeting at 6:43 p.m.

Harris moved, Melzer seconded,
CARRIED, to adjourn meeting at 6:43 p.m.

Laura Christensen
Administrative Assistant
Wyandotte Police Department



City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
November 27, 2012

ROLL CALL

Present: Chief Dan Grant
Commissioner Doug Melzer
Commissioner John Harris

Absent: Commissioner Amy Noles (excused)

Others Present: Richard Miller

The meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Melzer at 6:02 p.m.

The Minutes from the regular Police Commission meeting on October 23, 2012 were presented.

Harris moved, Melzer seconded,
CARRIED, to approve the minutes of October 23, 2012 as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Response to Citizen Questionnaire

Officer Kotkowski handled this case; it was a larceny from a gas station.

Melzer moved, Harris seconded,
CARRIED, to receive the citizen response and place on file.

2. Police Statistics – October 2012, Year to Date

Commissioner Harris inquired about the progress of being able to map the Wyandotte area depicting where certain types of crimes are taking place. Chief Grant said Southgate, who is

administrator of the system, is working on the mapping but does not have any definitive answers yet. There will be a software upgrade soon which may help the mapping effort.

In October 2012, the Department had 1,842 Total Events, 1,101 that were self-initiated and 732 calls for service from citizens. The total events, year to date, are over 21,000.

Nothing out of the ordinary is happening in our community.

The SMIA figures represent all calls, not just criminal events.

Resident Richard Miller, 1202 2nd, inquired whether car break-ins were a big problem. Chief Grant said there has been an increase due to people leaving their cars unlocked, especially with people warming their cars up in this cold weather and leaving them unattended during this period.

Harris moved, Melzer seconded,
CARRIED, to receive the October 2012 and year to date police statistics and place on file.

3. MICR Report – January – September 2011 / 2012

Chief Grant said some categories are definitely up, but others have gone down. We are keeping an eye on everything.

Commissioner Harris noted the criminal offenses for this time period have increased, 1,653 for 2011 vs. 1,829 for 2012.

Harris moved, Melzer seconded,
CARRIED, to receive the MICR Report, January – September 2011 / 2012 and place on file.

4. Policy Approval - Hiring Process for Police Officer

Chief Grant indicated this policy will give us something to follow while we go through the hiring process.

The Chief asked the Commissioners how they felt about mandating 62 hours of educational credit for an individual to be considered. The Commissioners think education is very important.

Chief Grant suggested we solicit applications first and then match potential candidates to the EMPCO website. By doing this, we will ensure that applicants are truly interested in working for the City of Wyandotte.

Commissioner Melzer inquired about military training and how it equated to academy training. Chief Grant said MCOLES is making changes to their requirements whereby a candidate may attend an academy for a shorter duration if they have prior military service.

Discussion took place regarding how military experience would apply towards 62 hours of college credit. Chief Grant will contact MCOLES to get appropriate wording to add to the policy that would cover this issue.

Commissioner Melzer asked if new hires were actually placed on a 12 month probationary period. He thought this was a long time. Chief Grant indicated the 12 month probationary period is included in the patrol contract.

Melzer moved, Harris seconded,
CARRIED, to place the "Hiring Process for Police Officer" policy on file and wait for updates from the Chief per his contact with MCOLES to include additional language.

5. Handicap Parking Signs – 1605 16th St.

Officer Zalewski reviewed the application and confirmed the applicant met the requirements.

Harris moved, Melzer seconded,
CARRIED, to approve the placement of Handicap Parking Signs at 1605 16th Street.

6. No Left Turn Signs – 13th at Goddard

Residents in the area complained about traffic tie ups near the school both at the beginning and ending times of the school day. Chief Grant said the Department did an accident analysis in that area, but the volume of accidents did not justify putting up a traffic light. Upon review of the entire situation, the Traffic Department determined “No Left Turn” signs enforceable during specific time periods in the morning and afternoon would be more than sufficient to address the traffic tie ups during the school year.

Chief Grant said the signs would be put in place, followed by a “warning” period of several weeks, followed by actual enforcement and the issuing of tickets for not adhering to the “No Left Turn” signs.

Harris moved, Melzer seconded,
CARRIED, to place “No Left Turn” signs on 13th Street at Goddard and on the newly constructed Harrison Bridge at Goddard.

7. Bills and Accounts – November 13, 2012, \$15,291.46, November 27, 2012, \$8,320.65

Harris moved, Melzer seconded,
CARRIED, to approve payment of the November 13, 2012, \$15,291.46, and November 27, 2012, \$8,320.65 bills.

NEW BUSINESS

1. Thank You Letter from Gordy Memorial, Church of God In Christ

Chief Grant received a nice thank you letter from Pastor Grandberry. He thanked the Chief and Department for the assistance they gave church participants, enabling them to access Portofino restaurant for a church event held at the same time Wyandotte’s annual Thanksgiving parade was being held.

2. Department Phone Tree

Chief Grant shared a copies of the language and options used in the current phone tree and a new proposed phone tree. He asked the Commissioners for their input at the next Police Commission meeting.

3. Missing Weapon

Commissioner Melzer asked how the investigation regarding the missing weapon was progressing. Chief Grant said he would be conducting a final meeting with the Officer Wednesday and would report back at the next Commission meeting.

Mr. Miller asked about the status of the DPS break in during October. Chief Grant said the Police Department has finished its investigation. The person in question has obtained an attorney and DPS is following up accordingly.

ADJOURNMENT

Since there was no further business to come before the commission, there was a motion to adjourn the meeting at 6:34 p.m.

Harris moved, Melzer seconded,
CARRIED, to adjourn meeting at 6:34 p.m.

Laura Christensen
Administrative Assistant
Wyandotte Police Department

A handwritten signature in cursive script, appearing to read "John C. Harris".

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 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 Garrity Rights. Chief Grant indicated the officer was informed of his Garrity Rights and signed the Garrity form. The Chief then explained that under Garrity, 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. Garrity 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



SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 11/01/2012 00:00:00 - 11/30/2012 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	2	2	0%	0:02:10	0:00:00	0:00:00	0:21:06	0:10:33
	ABANDONED AUTO	0	110	12	122	7%	0:07:50	0:07:36	0:14:09	49:07:26	0:24:10
	ACCIDENT/NON TRAFFIC AREA	0	1	0	1	0%	0:00:02	0:00:00	2:46:52	2:46:54	2:46:54
	ACCIDENT/PERSONAL INJURY	0	0	2	2	0%	0:00:58	0:04:50	0:28:01	1:07:37	0:33:49
	ACCIDENT/PROPERTY DAMAGE	0	6	29	35	2%	0:02:35	0:08:58	0:35:27	25:27:07	0:43:38
	ACCIDENTAL DAMAGE	0	0	1	1	0%	0:01:18	0:06:28	0:42:39	0:50:26	0:50:26
	ALARM	0	1	48	49	3%	0:04:01	0:04:10	0:08:23	13:08:51	0:16:06
	ANIMAL BITE	0	0	2	2	0%	0:04:10	0:06:25	0:53:15	1:41:24	0:50:42
	ANIMAL COMPLAINT	0	71	49	120	7%	0:22:00	0:09:22	0:22:52	96:46:07	0:48:23
	ASSAULT & BATTERY	0	3	7	10	1%	0:01:40	0:06:45	0:18:01	5:03:57	0:30:24
	ASSIST OTHER AGENCY	0	2	9	11	1%	0:01:24	0:07:15	0:29:24	6:03:12	0:33:01
	BREAKING & ENTERING	0	1	30	31	2%	0:10:56	0:04:43	0:36:02	25:16:13	0:48:55
	BREAKING & ENTERING IN PROGRES	0	0	2	2	0%	0:01:43	0:03:12	0:15:04	0:39:56	0:19:58
	BUILDING CHECK	0	2	2	4	0%	0:18:11	0:07:31	0:14:44	2:26:44	0:36:41
	BUSINESS STOP	0	37	0	37	2%	0:00:02	0:01:04	0:11:55	7:23:50	0:12:00
	CHECK WELL BEING	0	1	36	37	2%	0:05:56	0:04:18	0:23:38	20:43:42	0:33:37
	CHILD ABUSE/NEGLECT	0	0	3	3	0%	0:02:30	0:02:36	0:23:21	1:25:28	0:28:29
	CITIZEN ASSIST	0	9	23	32	2%	0:05:15	0:07:42	0:08:37	10:09:22	0:19:03
	CIVIL DISPUTES	0	2	6	8	0%	0:13:58	0:07:15	1:00:43	10:41:08	1:20:09
	DAMAGE TO COUNTY PROPERTY	0	1	0	1	0%	0:00:12	0:00:00	0:08:37	0:08:49	0:08:49
	DEATH INVESTIGATION	0	1	6	7	0%	0:02:28	0:02:31	1:28:43	7:51:37	1:07:22
	DETAIL	0	21	0	21	1%	0:00:01	0:16:15	1:18:57	28:48:58	1:22:20
	DISABLED COUNTY/CITY VEHICLE	0	1	0	1	0%	0:00:01	0:00:00	0:04:58	0:04:59	0:04:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DISORDERLY	0	1	19	20	1%	0:02:53	0:02:59	0:17:54	7:02:42	0:21:08
	DOMESTIC	0	0	37	37	2%	0:04:29	0:04:26	0:35:40	26:26:04	0:42:52
	DUMPING	0	0	1	1	0%	0:08:15	0:10:41	0:36:31	0:55:28	0:55:28
	ESCORTS	0	1	8	9	1%	0:05:01	0:18:10	0:28:03	5:40:34	0:37:50
	FELONIOUS ASSAULT	0	0	2	2	0%	0:03:14	0:01:22	0:52:31	1:54:14	0:57:07
	FIELD CONTACTS	0	1	0	1	0%	0:00:02	0:00:00	0:13:55	0:13:57	0:13:57
	FIGHT	0	0	3	3	0%	0:02:34	0:01:26	0:06:22	0:41:00	0:13:40
	FIRE	0	0	2	2	0%	0:00:48	0:04:09	1:12:19	2:34:33	1:17:17
	FOLLOW-UP	0	181	4	185	10%	0:00:03	0:04:10	0:08:10	25:55:58	0:08:25
	FOUND PROPERTY	0	4	6	10	1%	0:20:18	0:11:40	0:33:37	9:04:00	0:54:24
	FRAUD	0	2	2	4	0%	0:02:35	0:02:10	1:10:36	4:57:04	1:14:16
	FUEL	0	8	0	8	0%	0:00:04	0:00:00	0:05:10	0:41:57	0:05:15
	HARASSMENT	1	3	9	13	1%	0:08:45	0:04:45	0:19:18	6:44:48	0:33:44
	HIT & RUN ACCIDENT	0	1	14	15	1%	0:15:34	0:07:24	0:50:55	17:03:27	1:08:14
	HOUSE STOP	0	0	1	1	0%	0:01:22	0:08:18	0:20:01	0:29:41	0:29:41
	INDECENT EXPOSURE	0	0	1	1	0%	0:01:02	0:05:32	0:14:50	0:21:25	0:21:25
	JUVENILE COMPLAINT	0	1	6	7	0%	0:03:11	0:03:52	0:22:55	3:08:01	0:26:52
	LARCENY	3	12	37	52	3%	0:07:26	0:06:58	0:25:02	31:11:31	0:37:26
	MALICIOUS DESTRUCTION	0	2	24	26	1%	0:05:46	0:10:34	0:15:53	14:36:15	0:33:42
	MENTAL	0	0	4	4	0%	0:02:19	0:02:49	0:33:26	2:34:17	0:38:34
	MISCELLANEOUS	0	34	20	54	3%	0:01:44	0:05:37	0:59:35	46:55:26	0:52:08
	MISSING PERSON	1	4	6	11	1%	0:12:40	0:06:36	0:34:12	8:09:21	0:48:56
	NARCOTICS INVESTIGATION	0	1	4	5	0%	0:05:48	0:03:29	1:12:56	6:41:52	1:20:22
	NEIGHBORHOOD DISPUTE	0	0	8	8	0%	0:10:32	0:04:58	0:22:11	4:37:03	0:34:38
	NOISE COMPLAINT	0	0	16	16	1%	0:04:01	0:03:30	0:16:37	6:07:26	0:22:58
	OPERATING UNDER THE INFLUENCE	0	4	1	5	0%	0:00:06	0:33:32	1:04:07	5:54:35	1:10:55
	ORDINANCE VIOLATION	0	51	5	56	3%	0:01:17	0:05:09	0:07:26	8:42:20	0:09:20

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	PARKING COMPLAINTS	0	129	17	146	8%	0:02:28	0:08:45	0:10:35	33:54:59	0:13:56
	PATROL CHECK	0	61	1	62	3%	0:00:03	0:00:02	0:31:58	33:05:46	0:32:02
	POLICE ASSIST TO FIRE	0	0	1	1	0%	0:00:09	0:15:09	0:00:07	0:15:26	0:15:26
	PRISONER TRANSPORT	0	1	0	1	0%	0:00:04	0:00:00	1:52:33	1:52:37	1:52:37
	RADAR ENFORCEMENT	0	57	0	57	3%	0:00:03	0:00:00	0:11:03	10:32:32	0:11:06
	RECKLESS DRIVING	0	0	3	3	0%	0:02:57	0:02:54	0:11:11	0:48:15	0:16:05
	RECOVERED STOLEN VEH / PROP	0	0	1	1	0%	0:04:51	0:06:24	0:40:55	0:52:11	0:52:11
	RESCUE EMERGENCY	0	0	14	14	1%	0:02:24	0:04:24	0:52:55	12:40:48	0:54:21
	RETAIL FRAUD	0	0	2	2	0%	0:00:59	0:06:46	1:22:45	3:01:00	1:30:30
	ROBBERY	0	0	1	1	0%	0:06:20	0:02:53	1:03:14	1:12:27	1:12:27
	SHOTS FIRED	0	0	2	2	0%	0:02:16	0:03:25	0:29:34	1:10:33	0:35:17
	STALKING COMPLAINTS	0	0	2	2	0%	0:02:39	0:04:45	0:07:01	0:28:50	0:14:25
	STOLEN VEHICLE	0	0	9	9	1%	0:10:11	0:10:25	0:36:41	9:11:54	1:01:19
	SUICIDE	0	0	3	3	0%	0:03:12	0:04:32	0:10:39	0:55:11	0:18:24
	SURVEILLANCE	0	3	0	3	0%	0:00:03	0:00:00	0:29:37	1:29:01	0:29:40
	SUSPICIOUS INCIDENT	0	3	37	40	2%	0:03:47	0:05:42	0:20:02	18:34:54	0:27:52
	SUSPICIOUS PERSON	0	15	19	34	2%	0:02:47	0:10:12	0:30:00	19:48:09	0:34:57
	SUSPICIOUS VEHICLE	0	1	13	14	1%	0:07:58	0:04:44	0:16:30	6:35:33	0:28:15
	THREATS	0	2	16	18	1%	0:07:13	0:05:49	0:27:47	12:29:17	0:41:38
	TRAFFIC HAZARD	0	2	5	7	0%	0:07:42	0:33:36	0:08:45	7:16:06	1:02:18
	TRAFFIC STOP	0	179	2	181	10%	0:00:03	0:00:50	0:08:41	26:21:37	0:08:44
	TRESPASSING	0	0	5	5	0%	0:08:28	0:03:51	0:26:09	3:12:22	0:38:28
	VIOLATION ROAD LAWS	0	11	1	12	1%	0:00:07	0:02:31	0:21:47	4:25:24	0:22:07
	WARRANT	35	12	14	61	3%	0:07:40	0:28:10	0:52:51	32:34:43	1:15:11
	Subtotals for No Summary Code	40	1057	677	1774	100%	0:04:24	0:07:04	0:32:51	810:19:27	0:40:25
	Subtotals for WYPD	40	1057	677	1774	100%	0:04:24	0:07:04	0:32:51	810:19:27	0:40:25

SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 01/01/2012 00:00:00 - 11/30/2012 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	1	37	38	0%	0:04:41	0:03:18	0:13:42	12:14:53	0:19:20
	ABANDONED AUTO	0	839	132	971	4%	0:35:30	0:08:11	0:15:18	799:08:54	0:49:23
	ACCIDENT/NON TRAFFIC AREA	0	5	4	9	0%	0:00:46	0:00:59	0:40:02	5:23:21	0:35:56
	ACCIDENT/PERSONAL INJURY	0	1	28	29	0%	0:01:21	0:04:31	0:41:04	24:10:49	0:50:02
	ACCIDENT/PROPERTY DAMAGE	0	36	389	425	2%	0:03:49	0:06:13	0:35:11	307:29:12	0:43:25
	ACCIDENTAL DAMAGE	1	4	24	29	0%	0:05:04	0:07:00	0:29:39	18:26:43	0:39:32
	ALARM	0	8	477	485	2%	0:03:48	0:03:17	0:10:10	133:42:54	0:16:33
	ANIMAL BITE	1	4	16	21	0%	0:11:11	0:10:40	0:45:24	17:52:04	0:53:36
	ANIMAL COMPLAINT	1	826	505	1332	6%	0:15:23	0:10:57	0:17:18	790:19:03	0:35:38
	ARSON	0	0	1	1	0%	0:02:29	0:03:03	0:21:39	0:27:11	0:27:11
	ASSAULT & BATTERY	5	19	99	123	1%	0:04:53	0:07:03	0:28:14	76:48:26	0:38:24
	ASSIST OTHER AGENCY	4	38	92	134	1%	0:03:07	0:05:52	0:40:56	95:20:34	0:44:00
	BE ON THE LOOKOUT	0	1	0	1	0%	0:00:01	0:00:00	0:13:24	0:13:25	0:13:25
	BOMB THREATS	0	1	0	1	0%	0:00:01	0:00:00	0:00:28	0:00:29	0:00:29
	BREAKING & ENTERING	1	5	224	230	1%	0:08:25	0:06:27	0:37:13	191:55:34	0:50:17
	BREAKING & ENTERING IN PROGRES	0	0	17	17	0%	0:02:30	0:03:56	0:32:21	11:01:40	0:38:55
	BUILDING CHECK	0	68	36	104	0%	0:05:48	0:04:04	0:13:42	33:55:02	0:19:34
	BUSINESS STOP	0	573	0	573	3%	0:00:01	0:01:04	0:10:42	102:28:00	0:10:44
	CHECK WELL BEING	0	20	420	440	2%	0:06:17	0:04:25	0:21:27	230:48:15	0:31:28
	CHILD ABUSE/NEGLECT	1	4	19	24	0%	0:03:13	0:07:45	0:36:41	17:31:50	0:45:44
	CITIZEN ASSIST	0	124	227	351	2%	0:06:11	0:06:45	0:12:54	137:11:42	0:23:27
	CIVIL DISPUTES	0	22	120	142	1%	0:08:39	0:05:55	0:29:09	97:49:45	0:41:20
	CRIMINAL SEXUAL CONDUCT	7	4	9	20	0%	0:03:39	0:10:39	0:42:14	8:44:42	0:40:22
	CURFEW	0	2	0	2	0%	0:00:01	0:00:00	0:32:40	1:05:22	0:32:41

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DAMAGE TO COUNTY PROPERTY	0	1	0	1	0%	0:00:12	0:00:00	0:08:37	0:08:49	0:08:49
	DB INVESTIGATION	0	1	0	1	0%	0:00:00	0:00:00	0:43:38	0:43:39	0:43:39
	DEATH INVESTIGATION	0	1	68	69	0%	0:05:24	0:06:05	1:51:05	97:20:53	1:24:39
	DETAIL	0	158	2	160	1%	0:00:04	0:17:52	0:53:57	154:16:33	0:57:51
	DISABLED COUNTY/CITY VEHICLE	0	1	0	1	0%	0:00:01	0:00:00	0:04:58	0:04:59	0:04:59
	DISORDERLY	1	47	427	475	2%	0:03:56	0:03:46	0:30:04	283:44:32	0:35:55
	DOMESTIC	2	7	470	479	2%	0:04:19	0:04:23	0:32:46	321:49:24	0:40:29
	DRUG VIOLATIONS	0	3	11	14	0%	0:04:23	0:04:01	0:43:55	11:14:34	0:48:11
	DUMPING	0	0	6	6	0%	0:08:51	0:07:59	0:21:07	3:38:05	0:36:21
	EMBEZZLEMENT	0	0	1	1	0%	0:03:10	0:03:03	0:27:58	0:34:12	0:34:12
	ESCORTS	0	18	167	185	1%	0:08:57	0:09:52	0:21:07	117:25:57	0:38:05
	FELONIOUS ASSAULT	0	2	16	18	0%	0:03:16	0:03:44	0:45:57	15:45:52	0:52:33
	FIELD CONTACTS	4	16	1	21	0%	0:00:04	0:00:00	0:18:26	4:56:10	0:17:25
	FIGHT	1	3	129	133	1%	0:02:18	0:03:45	0:25:53	70:41:33	0:32:08
	FIRE	1	0	49	50	0%	0:00:46	0:03:35	0:57:43	46:50:59	0:57:22
	FIRE ALARM	0	0	2	2	0%	0:00:53	0:03:19	0:09:59	0:28:23	0:14:12
	FIREWORKS	0	1	34	35	0%	0:10:38	0:05:35	0:13:57	16:10:01	0:27:43
	FLEEING & ELUDING	0	4	4	8	0%	0:00:34	0:02:11	1:15:53	10:25:50	1:18:14
	FOLLOW-UP	0	1786	41	1827	8%	0:00:14	0:06:16	0:09:09	291:41:23	0:09:35
	FOUND PROPERTY	1	25	62	88	0%	1:51:13	0:11:39	0:25:26	196:46:57	2:15:43
	FRAUD	7	36	45	88	0%	0:03:53	0:07:58	0:41:01	55:29:58	0:41:07
	FUEL	0	110	0	110	0%	0:00:01	0:00:00	0:06:42	12:19:56	0:06:44
	GAS PUMP	0	3	0	3	0%	0:00:01	0:00:00	0:04:50	0:14:33	0:04:51
	HARASSMENT	4	37	74	115	1%	0:05:27	0:06:33	0:27:31	67:04:45	0:36:16
	HEALTH & SAFETY VIOLATION	0	2	3	5	0%	0:00:41	0:01:39	0:22:11	1:38:28	0:19:42
	HIT & RUN ACCIDENT	0	17	157	174	1%	0:06:11	0:08:27	0:29:58	120:34:45	0:41:35
	HOUSE STOP	0	12	2	14	0%	0:05:58	0:10:54	0:20:58	6:09:15	0:26:23

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	HUNTERS	0	1	0	1	0%	0:00:00	0:00:00	0:00:07	0:00:07	0:00:07
	IDENTITY THEFT	0	3	8	11	0%	0:06:01	0:05:02	0:28:11	6:19:05	0:34:28
	INDECENT EXPOSURE	0	0	11	11	0%	0:05:42	0:05:55	0:29:06	7:28:06	0:40:44
	INJURED PERSON	0	0	3	3	0%	0:03:37	0:50:53	0:06:54	2:21:16	0:47:05
	INJURY ON DUTY	2	1	1	4	0%	1:04:15	0:01:14	2:52:05	6:40:16	3:20:08
	INTERNET	0	1	0	1	0%	0:00:00	0:00:00	0:02:13	0:02:14	0:02:14
	JUVENILE COMPLAINT	0	15	161	176	1%	0:07:36	0:04:37	0:17:11	83:21:32	0:28:25
	KIDNAPPING	0	0	1	1	0%	0:02:04	0:02:27	0:12:46	0:17:17	0:17:17
	LARCENY	8	86	384	478	2%	0:08:03	0:08:52	0:29:33	336:28:48	0:42:52
	LIQUOR LAW VIOLATION	0	3	6	9	0%	0:02:25	0:02:54	0:34:08	4:07:43	0:27:31
	LOITERING	0	1	1	2	0%	0:25:08	0:14:53	0:04:02	0:48:06	0:24:03
	LOST PROPERTY	0	6	3	9	0%	0:04:36	0:05:55	0:17:51	3:35:15	0:23:55
	MALICIOUS DESTRUCTION	1	23	277	301	1%	0:09:37	0:06:51	0:21:36	187:53:39	0:37:35
	MENTAL	0	0	48	48	0%	0:06:04	0:05:10	0:29:20	33:17:08	0:41:36
	MINOR IN POSSESSION	0	3	1	4	0%	0:15:36	0:07:23	0:48:05	4:06:33	1:01:38
	MISCELLANEOUS	9	459	175	643	3%	0:03:09	0:05:30	0:36:29	398:10:40	0:37:41
	MISSING PERSON	3	12	39	54	0%	0:08:27	0:06:04	0:30:41	34:53:08	0:40:15
	MISSING PERSON - RECOVERED	0	2	11	13	0%	0:04:40	0:04:13	0:36:33	9:09:04	0:42:14
	NARCOTICS INVESTIGATION	2	13	30	45	0%	0:04:52	0:05:00	0:47:50	35:47:42	0:49:57
	NEIGHBORHOOD DISPUTE	0	6	84	90	0%	0:07:33	0:05:00	0:26:00	56:29:03	0:37:39
	NOISE COMPLAINT	0	3	248	251	1%	0:08:47	0:03:48	0:13:34	106:26:29	0:25:27
	ODOR	0	0	1	1	0%	0:00:53	0:02:45	0:11:22	0:15:00	0:15:00
	OPERATING UNDER THE INFLUENCE	0	33	20	53	0%	0:01:03	0:06:48	1:26:12	79:13:46	1:29:42
	ORDINANCE VIOLATION	3	734	54	791	3%	0:02:32	0:08:58	0:10:13	190:24:33	0:14:30
	OVERDOSE	0	0	7	7	0%	0:04:05	0:03:53	0:21:49	3:28:37	0:29:48
	PARKING COMPLAINTS	0	913	184	1097	5%	0:05:13	0:07:46	0:11:46	334:16:17	0:18:17
	PATROL CHECK	0	1359	8	1367	6%	0:00:02	0:05:22	0:18:41	427:28:21	0:18:46

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	POLICE ASSIST TO FIRE	0	0	2	2	0%	0:00:10	0:08:23	0:22:51	1:02:49	0:31:25
	PRISONER CHECK	0	21	0	21	0%	0:00:01	0:00:00	0:25:40	8:59:34	0:25:42
	PRISONER TRANSPORT	0	34	12	46	0%	0:00:26	0:21:47	1:02:14	53:42:58	1:10:04
	RACIAL INTIMIDATION	0	1	2	3	0%	0:02:17	0:09:09	0:52:28	3:02:36	1:00:52
	RADAR ENFORCEMENT	0	590	0	590	3%	0:00:01	0:00:00	0:16:43	164:22:53	0:16:43
	RECEIVING & CONCEALING	0	1	0	1	0%	0:00:01	0:00:00	0:00:23	0:00:24	0:00:24
	RECKLESS DRIVING	0	6	59	65	0%	0:04:13	0:06:35	0:17:43	27:16:42	0:25:11
	RECOVERED STOLEN VEH / PROP	1	2	8	11	0%	0:08:34	0:10:21	0:41:12	8:04:27	0:48:27
	RESCUE EMERGENCY	0	1	200	201	1%	0:01:20	0:03:51	0:31:54	116:20:57	0:34:44
	RESIDENTIAL CHECK	0	7	8	15	0%	0:02:34	0:04:54	0:15:15	4:56:50	0:19:47
	RETAIL FRAUD	0	0	45	45	0%	0:04:48	0:07:26	0:42:31	39:47:45	0:53:04
	ROBBERY	0	0	7	7	0%	0:03:57	0:04:49	0:45:13	6:02:32	0:51:47
	RUNAWAY JUVENILE	0	2	16	18	0%	0:05:31	0:04:36	0:54:18	17:00:27	0:56:42
	SEARCH WARRANT	0	0	1	1	0%	0:03:09	0:00:00	0:00:00	3:07:33	3:07:33
	SHOTS FIRED	0	0	15	15	0%	0:02:59	0:02:50	0:18:42	5:33:19	0:22:13
	SICK INMATE	0	0	1	1	0%	0:00:17	0:20:05	3:31:27	3:51:50	3:51:50
	SICK PERSON	0	3	0	3	0%	0:00:04	0:00:00	0:10:27	0:31:28	0:10:29
	SOLICITOR	0	0	14	14	0%	0:07:03	0:03:42	0:15:22	6:11:39	0:26:33
	STALKING COMPLAINTS	2	6	17	25	0%	0:06:15	0:03:56	0:21:55	10:45:25	0:28:04
	STOLEN VEHICLE	1	8	55	64	0%	0:07:12	0:07:35	0:42:25	56:22:03	0:53:41
	SUBPOENA	0	2	0	2	0%	0:00:01	0:00:00	0:25:55	0:51:51	0:25:56
	SUICIDE	0	0	50	50	0%	0:03:58	0:03:11	0:31:54	33:38:34	0:40:22
	SURVEILLANCE	0	41	0	41	0%	0:00:01	0:00:00	0:26:05	17:50:16	0:26:06
	SUSPICIOUS INCIDENT	6	46	383	435	2%	0:06:01	0:04:36	0:19:34	207:45:55	0:28:03
	SUSPICIOUS PERSON	0	143	266	409	2%	0:04:45	0:03:53	0:18:41	171:55:36	0:25:13
	SUSPICIOUS VEHICLE	0	43	127	170	1%	0:06:31	0:04:12	0:10:18	56:11:15	0:19:50
	TAMPERING WITH AUTO	0	1	2	3	0%	0:02:28	0:05:41	2:02:36	6:26:34	2:08:51

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	THREATS	7	24	152	183	1%	0:08:41	0:06:28	0:27:34	116:55:28	0:39:52
	TRAFFIC HAZARD	0	56	76	132	1%	0:04:35	0:08:14	0:11:47	49:06:04	0:22:19
	TRAFFIC STOP	1	4465	37	4503	20%	0:00:02	0:04:10	0:10:31	797:16:46	0:10:37
	TRESPASSING	0	6	17	23	0%	0:09:36	0:05:15	0:25:12	14:58:24	0:39:04
	VIOLATION OF PARK RULES	0	4	0	4	0%	0:00:01	0:00:00	0:00:59	0:03:59	0:01:00
	VIOLATION OF PUBLIC HEALTH COE	0	24	2	26	0%	0:00:09	0:02:41	1:21:10	35:18:53	1:21:30
	VIOLATION ROAD LAWS	0	167	15	182	1%	0:00:14	0:07:04	0:35:16	108:40:24	0:35:50
	WARRANT	82	58	131	271	1%	0:08:07	0:22:57	0:50:50	246:04:11	1:18:07
	WEAPONS	0	2	13	15	0%	0:03:52	0:03:23	0:42:49	11:55:47	0:47:43
	WIRES DOWN	0	2	6	8	0%	0:10:51	0:04:05	0:36:04	6:13:58	0:46:45
	Subtotals for No Summary Code	170	14339	8152	22661	100%	0:05:59	0:06:45	0:31:28	9793:38:06	0:40:20
	WARRANT	0	1	0	1	0%	0:00:00	0:00:00	2:51:23	2:51:23	2:51:23
	Subtotals for WAR	0	1	0	1	0%	0:00:00	0:00:00	2:51:23	2:51:23	2:51:23
	Subtotals for WYPD	170	14340	8152	22662	100%	0:05:59	0:06:45	0:32:41	9796:29:29	0:41:28

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NATALIE RANKINE
DIRECTOR
DOWNTOWN DEVELOPMENT AUTHORITY

MEETING MINUTES
November 13th 2012, 5:30 pm
3131 Biddle Avenue Wyandotte MI. 48192

1.) MEMBERS PRESENT –Norm Walker, Mayor Joseph Peterson, Peter Rose, Gerry Lucas, Patt Slack, Greg Gilbert, Leo Stevenson, John Jarjosa

2.) MEMBERS EXCUSED – Dr. Pat Van De Hey

3.) OTHERS PRESENT –Natalie Rankine, Heather Thiede, Sue Geftos, Lynn and Jay Steffensky, Al Bates, Bob Beaudette, Tom and Diane Woodruff, Scott McBeth, Don Townsend, Sean Gillaspie, Mary Hall, Cassie Raymond, TriciaJolliffe , Charlie Lupo, Richard Miller, Jason Alley, Mikelle Vargas, , Debbie Oeulette, Jeremy Sladovnik, Crissi Ballas and Marge Balheim.

4.) APPROVAL OF AGENDA –

Motion by M. Peterson, supported by G. Lucas to approve the agenda for April 10th 2012 with that addition. All in favor, motion carried.

5.) APPROVAL OF MINUTES –

Motion by M. Peterson, supported by G. Gilbert to approve of the October 9th 2012 DDA Meeting minutes. All in favor, motion carried.

Motion by G. Lucas, supported by M. Peterson to approve and place on file the Beautification Commission meeting minutes from October. All in favor, motion carried.

6.) PUBLIC COMMENT –

Bob Beaudette passed out the WBA expense report to the DDA Board for July, August and September. He asked to submit payments for reimbursement. G. Gilbert stated the total of the amount to reimburse for their quarterly report was not \$29,000 and instead much lower. N. Rankine stated that the correct amount due would be \$20,500.92. N. Rankine requested receipts to support the report. B. Beaudette indicated that they would forward receipts and a revised copy of the spreadsheet to the DDA.

Motion by M. Peterson, supported by G. Gilbert to reimburse the WBA the \$7,500 payment for their Quarterly report in the amount of \$20,500.92. Roll Call, all in favor, motion carried.

N. Rankine addressed the email regarding purchase of blue lights for the downtown area to the board and committee. Mayor stated that there will not be any blue lights purchased for downtown area. She also stated that no funds were given to the Paint the Town Pink Committee by the DDA. P. Slack commented on the holiday marketing plan for the downtown

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and the thought behind the blue light suggestion was to attract business downtown from people driving down Biddle. M. Peterson stated that the holiday marketing for downtown has nothing to do with the Love Wyandotte group. B. Beaudette asked if any funds from the Love Wyandotte events go back to the DDA, P. Rose stated that all funds that have been captured by any event downtown organized by the Love Wyandotte group was distributed to non-profit groups as a very small amount was kept in an account to keep the account active.

P. Rose commented on the domain address, he stated that he made a mistake by putting the DDA's name on a website, that he has registered the site and paid for it himself. It does not belong to the DDA in any way. B. Beaudette asked if he could join the Love Wyandotte and Paint the Town Pink group, P. Rose denied his request. Sue Geftos, owner of It All Makes Scents spoke to the DDA board about not being able to participate in the Paint the Town Pink event. She stated information was only sent to a select group of people and business owners. M. Peterson stated that if the public cannot join the group then it is a private club. P. Rose stated he feels it is not appropriate to get into this topic at a DDA meeting. L. Stevenson asked what funds have been spent of the DDA's on the Paint the Town Pink events. N. Rankine stated the electrical hook up, approved by council, and a \$25 ad on the back of the shirts being sold at the event. P. Slack and L. Stevenson agreed that this would be the proper forum to discuss the Love Wyandotte and Paint the Town Pink issues because the DDA has gotten involved due to the improper use of the DDA name on the website, as well as being the board that represents the downtown businesses.

Richard Miller addressed the DDA board; he stated the Chairperson of any board should sit where the Mayor sits during meetings. He requested a Chairpersons sign for P. Slack to have at her seat. R. Miller stated that on May 15th a domain of lovewyandotte.com was registered to 2624 Biddle Avenue, Downtown Development Authority with Peter Rose being the technical contact. N. Rankine stated that she did not know about this being done. R. Miller then stated that the domain was attempted to be changed/deleted/renewed/updated four times but could not change the info. On October 16th the information was changed. He stated that every action the group took was then the responsibility of the DDA's. R. Miller stated that H. Thiede sent a request to City Council for the use of chairs and other approval. He said that over all the idea was good, and he hopes that the events continue into the future and expand. N. Rankine stated that it was H. Thiede's job to send the letter to City Council, since all event applications go through her office. R. Miller stated that the DDA needs to get a handle on the group and make sure everything is totally legal.

Marge Balheim stated that everything the Love Wyandotte group has done is wonderful, and that when she asked to participate she was told that she wasn't needed. That she as a business could participate but the WBA was not needed. N. Rankine apologized on behalf of the DDA and stated she and the DDA had no idea of the issues.

The owners of 3152 Salon spoke to the DDA; they stated that as a business it is difficult to participate in all of the events and to know who is running them. They suggested for the WBA and DDA to work together on future events.

Jay Steffensky addressed the group; he asked who the members of the promotions subcommittee are. N. Rankine stated herself, H. Thiede, P. Slack, P. Rose, Janelle Rose, Diane and Tom Woodruff and Vicki Lucas. M. Peterson stated that he would like to appoint two members of the WBA to that subcommittee.

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G. Gilbert stated he is concerned about the intent of the Love Wyandotte committee. He asked if it was to compete with the WBA. Wicks and Stones owner, Chrissy spoke to the committee and expressed her thoughts on the WBA and DDA working together. Mary Hall from Country Enchantments also spoke to the board about her feelings towards both groups not working together.

N. Walker asked P. Rose to address the DDA at the podium in regards to the Love Wyandotte group and the domain name issue. P. Rose stated that he and Janelle came across the Paint the Town Pink event idea a few years ago and had presented the idea to Doug Pettigrew, the WBA President at the time and Lynn Steffensky. He said they did nothing with the idea so he decided to move forward. P. Rose stated that there have been certain amounts of friction between him and some WBA members, that he did not want to work with those businesses and certain people. He stated that he is very sorry for putting the DDA name on the domain name and there was no intent to harm. Love Wyandotte is a company and a name, a channel to gather money. G. Gilbert questioned why P. Rose didn't go to the WBA first, if they said no to the idea then he could move forward. P. Rose stated that he felt it was counterproductive to work with some people. He stated the WBA runs the Third Fridays downtown and that the Paint the Town Pink event was not a Third Friday, it was something to add to the events downtown. P. Rose stated that he doesn't think it's appropriate to speak about the group at the DDA meeting, M. Peterson stated it is important because the DDA was involved in P. Rose naming them on the domain.

P. Slack spoke about the group and the events downtown. The committee discussed. M. Peterson stated that it was against the law to put the DDA name on that website; he understands it wasn't done on purpose but was not approved by the board. Chrissy from Wicks and Stones spoke to the DDA board; she stated that she doesn't know who to turn to when she has questions.

Scott McBeth addresses the group, he stated that he is excited to move forward as a board member of the WBA and will be working on separate events for the North end businesses.

G. Gilbert said that he feels the businesses and people are confused as to which board does what and that the WBA only wants to participate in Third Fridays, he asked if that was true. M. Peterson stated no, it was not true. L. Stevenson stated that he feels that N. Rankine should be going out and getting new businesses to come downtown, and to leave the marketing of the downtown to the WBA. The group discussed. L. Stevenson stated he would like to put together a resolution that Natalie be removed from all promotions and give them to the WBA. P. Slack requested that this item be placed on a future agenda.

Motion by M. Peterson, supported by L. Stevenson to request the President of the WBA nominate two people that would sit on the promotional subcommittee. All in favor, motion carried.

Don Townsend and Sean Gillaspie from Flat Rock spoke to the DDA board and asked for contact information for some of the artists/crafters that participated in the Wyandotte Street Art Fair. H. Theide gave them her contact information.

J. Steffensky asked P. Rose if Love Wyandotte was a company, P. Rose stated that he could not answer that question that it is just registered as a business. Diane Woodruff explained to the board.

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7.) GRANT APPLICATIONS –

Motion by P. Slack, supported by G. Lucas to approve a \$5,000 grant to Johnny Mac's, this grant is in the budget for 2012. Roll call, J. Jarjosa abstained. All others in favor, motion carried.

8.) MONTHLY FINANCE REPORT –

Motion by M. Peterson, supported by G. Gilbert to approve of the monthly finance report. Roll call, all in favor. Motion carried.

9.) ONGOING PROJECTS AND BUSINESS –

a.) 3061 & 3063 -

N. Rankine updated the group on the progress. She is working with the MEDC to secure grant funding for the project.

b.) Downtown Fire –

N. Rankine spoke about ribbon cuttings downtown and stated that Bella Donnas will be coming back in late 2012 or early 2013.

c.) WBA Contract –

N. Rankine stated the WBA and DDA contract has been signed and they will place a copy on file at the clerk's office.

d.) DDA Guidebook –

N. Rankine said that Paragraphics won the lowest bid again this year and that it will be complete in December.

10.) NEW BUSINESS –

a.) Small Business Saturday –

N. Rankine explained the details of Small Business Saturday, the committee discussed the collaboration with the WBA and the Wyandotte Jaycees Santa House.

b.) 3200 Move –

N. Rankine updated the group what departments were already moved over to the new city hall, she explained that her office will now be located there as well.

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11.) NEXT REGULAR MEETING –

December 11th 2012

12.) ADJOURNMENT –

Motion by M. Peterson, supported by G. Gilbert to adjourn at 7:32 pm. All in favor, motion carried.

Respectfully Submitted,

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

Heather Thiede, Deputy Recording Secretary

MINUTES AS RECORDED

**MINUTES OF THE MEETING OF December 5, 2012
ZONING BOARD OF APPEALS AND ADJUSTMENT**

A meeting of the Zoning Board of Appeals and Adjustment of the City of Wyandotte was called to order by Chairperson Duran at 6:30 p.m., in the Council Chambers of the City Hall, 3131 Biddle Avenue, Wyandotte.

MEMBERS PRESENT: DiSanto
Duran
Flachsmann
Olsen
Roberts (alternate member)
Green (alternate member)

MEMBERS ABSENT: Alderman, Cusson, Gillon, Nevin, Trupiano

ALSO PRESENT: Peggy Green, Secretary (alternate member)

A motion was made by Member DiSanto, supported by Member Flachsmann to approve the minutes of the November 7, 2012, meeting.

Yes: DiSanto, Duran, Flachsmann, Olsen, Roberts, Green

No: none

Abstain: none

Absent: Alderman, Cusson, Gillon, Nevin, Trupiano

Motion passed

#3163 – GRANTED w/stipulation

David J. Handley, 1267 Cedar, Wyandotte (owner & appellant)

for a variance to obtain a **Certificate of Occupancy for front yard parking at 1267 Cedar** (Lot 12, Killbuck Sub), in a RA zoning district, where the proposed conflicts with Section 2403.C of the Wyandotte Zoning Ordinance.

Section 2403.C:

Requires that off street parking areas be located in the side or rear yard, and shall not be permitted in the front yard. There is an existing parking area in the front yard only, and adequate area in the rear yard to provide the off street parking in compliance with the Zoning Ordinance.

Proposed off-street parking does not pose a substantial detriment to the general character and orderly development of the neighborhood in which it is situated.

Stipulation: allow one parking spot only in front yard.

A motion was made by Member Flachsmann, supported by Member DiSanto to grant w/stipulation this appeal.

Yes: DiSanto, Duran, Flachsmann, Olsen, Roberts, Green

No: none

Abstain: none

Absent: Alderman, Cusson, Gillon, Nevin, Trupiano

Motion passed

#3164 - GRANTED

Robert and Jacqueline Jagiello, 473 Riverside, Wyandotte (owner & appellant)

for a variance **to obtain a building permit for an addition at 473 Riverside** (Lot 201, Riverbank Manor Sub.), in a RA zoning district, where the proposed conflicts with Section 2100 of the Wyandotte Zoning Ordinance.

Section 2100:

A minimum of a 25' rear yard setback is required for a structure in a RA zoning district. Proposed kitchen addition would have a 12'-7" rear yard setback.

Proposed addition does not hinder or discourage the appropriate development and use of adjacent land and buildings or impair the value thereof.

A motion was made by Member Flachsmann, supported by Member Olsen to grant this appeal.

Yes: DiSanto, Duran, Flachsmann, Olsen, Roberts, Green

No: none

Abstain: none

Absent: Alderman, Cusson, Gillon, Nevin, Trupiano

Motion passed

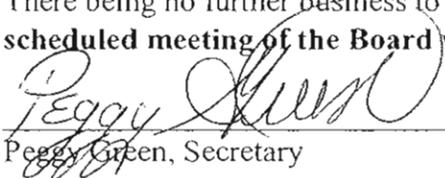
COMMUNICATIONS:

Motion was made by Member Olsen, supported by Member DiSanto to place all communication on file. Motion carried.

OTHER BUSINESS:

Member DiSanto discussed front yard parking ordinance should be looked into for possible changes. Chairperson Duran suggested that Member DiSanto draft a letter and send it to City Council so that it be could be referred to the Planning Commission.

There being no further business to discuss, the meeting adjourned at 6:50 p.m. **The next scheduled meeting of the Board will be held on January 2, 2013**


Peggy Green, Secretary

Appeal #3163

Chairperson Duran read the appeal and asked that it be explained.

David Handley, owner, present.

Mr. Handley explained that he recently purchased the property, and the previous owner, Darlene Herrick, had started the appeal process. Mr. Handley continued to explain that it is not a full driveway, the parking would accommodate a midsize vehicle. The city inspection required that a parking pad be installed in the rear yard, and the alley is not maintained during the winter. Mr. Handley added that it would be hard to drive his truck down the alley and turn onto a parking pad, and continued that the parking pad would take away from the rear yard.

Chairperson Duran confirmed that he recently purchased the home. Mr. Handley stated that was correct, he has a Temporary Certificate of Approval and there is money in escrow.

Member Olsen commented that he has a pickup truck and drove through the alley and it was tough, plus the alley is not plowed in the winter.

Chairperson Duran asked Mr. Handley how many vehicles he has. Mr. Handley replied a truck and a car.

One communication was received from DTE regarding this appeal.

Appeal #3164

Chairperson Duran read the appeal and asked that it be explained.

Robert Jagiello, owner, present.

Mr. Jagiello explained that the house was built in 1974, and the yard faces Clinton Street. There was a sunroom, but it was removed, and that is where the addition will be.

Chairperson Duran asked what the addition would be for. Mr. Jagiello replied to expand the kitchen.

One communication was received in favor of this appeal.

One communication was received from DTE regarding this appeal.



DTE Energy - Michcon Gas Co.
Data Integrity and Technology
One Energy Plaza, WCB-1836
City of Detroit, MI 48226

4 of 6
ZONING BOARD
12-5-12

November 19, 2012

Peggy Green, Zoning Board Secretary
Zoning Board of Appeals and Adjustment
3131 Biddle Avenue, City of Wyandotte
Michigan 48192

RE: Appeal #3163: For a variance to obtain a Certificate of Occupancy for front yard parking at #1267 Cedar Street, (Lot 12, Killbuck Subdivision), in a RA Zoning District.

- Not involved. See Remarks!
- Involved: but asking you to hold action on this petition until further notice.
- Involved but have no objection to the property change - - provided that an easement of the full width of the public right-of-way (street, alley or other public place) is reserved.
- Involved: the nature of our services, and the estimated costs of removing, rerouting or abandonment of such all gas mains and/or services

REMARKS:

DTE Energy-MichCon Gas Company has no involvement, nor objection to the Appeal No. 3162 mentioned above. See enclosed strip print and attached notice of public hearing, for your use and information.

Please abide by Public Act 53, three (3) working days before you dig, dial toll free MISS DIG at: 1-800-482-7171.

Michcon Gas Leak Emergency Phone Number: 1-800-947-5000.

Sincerely,

/s/ Eddie A. Reyes

Senior Drafter
Data Integrity and Technology

EAR/
Enclosure

✓ RECEIVED
12-5-12

506
ZONING BOARD
12-5-12
NOV. 18, 2012

#3164

Peggy Green

This is to let you know that I have lived next door to Jacqueline & Aguello, 473 Riverside Dr, since John & grand parents and parents built their home, when Jacqueline was a child. The family has always been wonderful neighbors and I have no reason to believe that Jacqueline and her family would be any different. Therefore I have no objections to them making improvements to their lovely home. I wish them a long and successful future on Riverside Dr.

Nancy Rose
866 Clinton St.
Wyandotte



DTE Energy - Michcon Gas Co.
Data Integrity and Technology
One Energy Plaza, WCB-1836
City of Detroit, MI 48226

6 OF 6
ZONING BOARD
12-5-12

November 19, 2012

Peggy Green, Zoning Board Secretary
Zoning Board of Appeals and Adjustment
3131 Biddle Avenue, City of Wyandotte
Michigan 48192

**RE: Appeal #3164: For a variance to obtain a Building Permit for an addition at #473 Riverside,
(Lot 201, Riverbank Manor Sub.), in a RA Zoning District.**

- Not involved. See Remarks!
- Involved: but asking you to hold action on this petition until further notice.
- Involved but have no objection to the property change - - provided that an easement of the full width of the public right-of-way (street, alley or other public place) is reserved.
- Involved: the nature of our services, and the estimated costs of removing, rerouting or abandonment of such all gas mains and/or services

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Michcon Gas Leak Emergency Phone Number: 1- 800 - 947 - 5000.

Sincerely,

IS/ Eddie A. Rojas
Senior Drafter
Data Integrity and Technology

EAR/
Enclosure