

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, JANUARY 7, 2013 , 7: 00 PM
PRESIDING: THE HONORABLE JOSEPH R. PETERSON, MAYOR
CHAIRPERSON OF THE EVENING: THE HONORABLE SHERI M. FRICKE

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

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

1. Communication from the City Administrator regarding Third Party Invoice and Collection Services (EMS)-AccuMed Billing, Inc.
2. Communication from the City Administrator relative to 457 Plan Provider-Morgan Stanley.
3. Communication from the Acting General Manager of Municipal Services regarding the Tire Derived Fuel (TDF) Purchase Agreement as recommended by WMS Management.
4. Communication from the City Engineer submitting sales agreements for NSP2 Homes.
5. Communication from the City Engineer relative to the Annual Permit for Michigan Department of Transportation for Miscellaneous Operations and other Permits within Free Access state Truckline right of Way.
6. Communication from the City Engineer regarding the Annual Permit for Maintenance, Pavement Restoration and Special Events performed in the Wayne County Right of Way.

7. Communication from the City Engineer relative to the CDBG Public Hearing.

8. Communication from the Planning Commission Chairperson regarding a Zoning Ordinance Amendment-Article XXI Schedule of Regulations.

CITIZENS PARTICIPATION:

HEARING:

A HEARING REALTIVE TO THE PROPOSED
VACATION OF AN ALLEY IN THE CITY OF WYANDOTTE
(EAST/WEST TWENTY (20) foot PUBLIC ALLEY
EAST-WEST ALLEY
WEST OF SIXTH STREET SOUTH OF VINEWOOD

FIRST READING OF AN ORDINANCE:

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

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	\$123,233.33
Retirement Commission Meeting	December 19, 2012
Wyandotte Cultural & Historical Commission	December 13, 2012
Wyandotte Recreation Commission	December 11, 2012
Municipal Service Commission	December 13, 2012
Municipal Service Commission	December 11, 2012
Planning Commission Meeting	December 20, 2012

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 7, 2013

AGENDA ITEM # 1

ITEM: Third Party Invoice and Collection Services (EMS) – AccuMed Billing, Inc.

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City provides emergency medical service (EMS) and other emergency rescue services via the Fire Department. The City is allowed to bill the users of this service. Accumed Billing, Inc has performed the duties associated with the invoicing and collection for these services since 1992. The Initial Term of the previous Billing Service Agreement expired on December 1, 2012, and the City desires to enter into a new agreement with Accumed. The new agreement will have an initial term of five (5) years and includes a reduction (2.0%) in the percentage paid to the billing agency for billable non-EMS services as well as hardware upgrades as outlined in the Accumedweb.com Subscription Agreement which is also attached. Otherwise, the terms of the new agreement are substantially the same as the previous agreement. The Fire Chief is in concurrence with this recommendation.

STRATEGIC PLAN/GOALS: To excel financially and to be financially responsible.

ACTION REQUESTED: Authorize the Mayor and City Clerk to sign the Billing Service Agreement and Accumedweb.com Subscription Agreement with Accumed Billing, Inc, as outlined in the resolution.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: A slight reduction (< than \$300) in fees paid for collection of non-emergency medical services provided by the Fire Department will be realized. Currently, the budget for all services provided by Accumed is \$43,000 (101-200-825-395). The City will also receive approximately \$6,000 in computer hardware (laptops).

IMPLEMENTATION PLAN: Current practices will continue to be followed.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: *Approved as to form (see attached)*

MAYOR'S RECOMMENDATION: *Concur* *MD*

LIST OF ATTACHMENTS

1. Billing Service Agreement – AccuMed Billing, Inc.
2. Accumedweb.com Subscription Agreement

MODEL RESOLUTION:

Resolved by the City Council that Council hereby Concurs in the recommendation of the City Administrator to renew the contract with AccuMed Billing, Inc., to perform invoice and collection duties associated with the City's Emergency Medical Services and Fire Services and

Further, authorizes the Mayor and City Clerk to sign the Billing Service Agreement and Accumedweb.com Subscription Agreement.

Memorandum

To: Todd Drysdale
From: William R. Look
Date: January 2, 2013
CC:
Re: AccuMed Billing Service Agreement

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Todd:

- 1) Regarding the Billing Service Agreement, in paragraph 4(B), page 3, it says AccuMed will invoice the city monthly and the city must pay the invoice by the 28th day of the month. But when must AccuMed submit the invoice so the city will have time to pay it? A provision should be added to address this.
- 2) Can we get a hold harmless by AccuMed in the event it fails to comply with its requirements under the agreement? **NO**
- 3) The hold harmless which applies to the city on page 2, in paragraph B should include a provision stating at the end of the hold harmless "...unless said liabilities, costs, or expenses are a result of AccuMed's failure to comply with any of the terms of this agreement that apply to AccuMed".

I approve the contract as to form.

Note: Currently negotiating the inclusion of the items noted above w/AccuMed. Issues would not preclude extending our Agreement with them.

T. Drysdale

BILLING SERVICE AGREEMENT

AccuMed:	AccuMed Billing, Inc. a Michigan corporation P.O. Box 2122 Riverview, MI 48192	Customer:	City of Wyandotte Fire Dept. 266 Maple Wyandotte, Michigan 48192
Phone:	(734) 479-6300	Contact:	Chief Jeffery Carley
Facsimile:	(734) 479-6319	Phone:	734-324-7252
		Facsimile:	734-324-7257
		Effective Date:	January 1, 2013 or the 1st day of the month immediately following the date this Agreement is accepted by AccuMed, whichever is later.

THIS AGREEMENT is made by and between AccuMed and Customer.

THE TERMS AND CONDITIONS SET FORTH HEREINAFTER ARE A PART OF THIS AGREEMENT. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT UNDERSTANDS IT AND AGREES TO BE BOUND BY IT. CUSTOMER AGREES THAT THIS AGREEMENT SHALL NOT BE BINDING UNTIL ACCEPTED BY ACCUMED AT ITS OFFICE IN THE STATE OF MICHIGAN.

TERMS AND CONDITIONS

1. SERVICES.

A. From the Effective Date to the date of the termination of this Agreement AccuMed agrees to perform those activities which are reasonably necessary to invoice on behalf of Customer the following services provided by Customer (check the applicable boxes):

- Emergency Medical Services ("EM Services")
- EM Services provided by Customer prior to the Effective Date ("Old EM Services").
- Fire Services. For purposes of this Agreement the term "Fire Services" shall include services provided by Customer, excluding EM Services, which AccuMed agrees to invoice on behalf of Customer, such as, but not limited to, Haz Mat, Extrication, stand-by suppression and similar services.

B. Customer acknowledges and agrees that: (i) during the term of this Agreement all relevant information relating to the selected services identified in Section 1.A. shall be delivered to AccuMed and AccuMed shall be the sole source for processing such bills; (ii) AccuMed is not responsible for the accuracy of any of the back-up documentation relating to the selected services identified in Section 1.A.; (iii) AccuMed is not responsible for validating or verifying the accuracy of such documentation or detecting or correcting

errors in documentation relating to the selected services identified in Section 1.A.; and (iv) Customer shall defend, indemnify and hold AccuMed harmless from all liabilities, costs and expenses (including actual attorney's fees) related or arising out of the services AccuMed performs relating to the selected services identified in Section 1.A.

C. AccuMed shall process all invoices for services rendered by Customer within ten business days from the date AccuMed receives accurate and complete information, which will permit it to perform its services identified in Section 1.A. of this Agreement, such information shall include, but not necessarily be limited to: the amount Customer charges for its services, fully completed incident reports which satisfy all signature requirements, including the then current Medicare signature and authorization requirements, demographic, procedure, charge, diagnosis and treatment related information, Advance Beneficiary Notice, Physician's Certification Statement, copy of the Advanced Life Support incident report when receiving intercept services, all supplemental forms and reports as well as such other information and documentation as AccuMed shall reasonably request (collectively the "Billing Information"). AccuMed shall promptly notify Customer if AccuMed fails to process such invoices within thirty (30) days of AccuMed's receipt of accurate and complete Billing Information. Customer agrees that AccuMed shall have no liability or responsibility for any change or changes made by Customer to any of the Billing Information, until AccuMed has accepted in writing such change or changes. Customer agrees that it must use AccuMed's approved forms to make any change or changes to the Billing Information and that such change or changes shall only be effective as of the date AccuMed accepts such change or changes in writing.

D. Customer shall have the right to request AccuMed to direct the payment of all Customer funds and the delivery of all Customer correspondence in one of two ways (i) to AccuMed's then current Post Office Box, or (ii) to a lock box established, controlled and paid for by Customer. Such request shall be in writing and shall be implemented by AccuMed as soon as reasonably practical following its receipt of such written request. AccuMed shall have no right to negotiate checks and funds payable to Customer. AccuMed shall instruct all prospective payers billed for the selected services identified in Section 1.A. to make all funds payable to Customer. If AccuMed receives Customer funds directly, it will deposit those Customer funds into a nationally recognized bank account designated by Customer in writing to AccuMed which has a physical location that is reasonably accessible to AccuMed. Such bank account shall be established, controlled and paid for by Customer. AccuMed shall not co-mingle Customer funds with AccuMed funds at any time.

2. TERM. Except as otherwise provided in this Agreement, this Agreement will commence on the Effective Date and shall continue for a period of five (5) years (the "Initial Term"). At the end of the Initial Term and except as otherwise provided in this Agreement, this Agreement shall renew for additional one (1) year terms until canceled by either party, by giving to the other written notice of such cancellation not more than ninety (90) days nor less than thirty (30) day's prior to the expiration of the current term.

3. CUSTOMER'S OBLIGATIONS AND AUTHORIZATION REQUIREMENTS.

A. Customer agrees that, during the term of this Agreement, all Billing Information relating to the selected services identified in Section 1.A. shall be delivered to AccuMed and AccuMed shall be the sole source for processing such bills for Customer.

B. Customer agrees to provide any and all information which AccuMed may, from time to time, request in order for it to perform its services hereunder, including, but not limited to, complete, accurate and prompt (i) Billing Information, including incident reports, which satisfy all signature requirements, including Medicare's then current signature and authorization requirements (ii) notification to AccuMed of names of each person or entity who has paid an invoice billed by AccuMed on the Customer's behalf and (iii) all supplemental forms and reports required for billing such as, but not limited to, Advanced Beneficiary Notice, Physician's Certification Statement and a copy of the Advanced Life Support incident report when receiving intercept services. With respect to all amounts received by Customer for Fire Services that were at any time billed by AccuMed, Customer agrees to give written notice to AccuMed stating the name of the payee and the amount received by Customer for said Fire Services within fourteen (14) days of Customer's receipt of such payment.

C. Customer hereby authorizes AccuMed to use its provider numbers and agrees to execute any and all documentation, which may be necessary in connection therewith.

D. Customer agrees that AccuMed, including but not limited to its employees, representatives, contractors and agents, shall not be required to travel to visit Customer's location(s) or for any other reason connected with Customer's business more than one (1) time in any consecutive twelve (12) month period. In the event Customer requests more than one (1) such visit within said time period, all out of pocket expenses incurred in connection therewith shall be paid by Customer upon receipt of an invoice from AccuMed.

4. PAYMENT AND COLLECTION.

A. In full payment for AccuMed's services provided herein, Customer agrees to pay the following amounts (check the applicable boxes):

- An amount equal to 8.0 % of the amount collected each month for EM Services.
- An amount equal to 8.0 % of the amount received by Customer each month for Fire Services billed by AccuMed, including all amounts received as the result of efforts by Customer or other parties acting on behalf of Customer.

B. AccuMed shall invoice Customer on a monthly basis for the services provided under this Agreement. Customer agrees to pay each such invoice by the 28th day of the month in which the invoice is issued. In the event AccuMed receives more than one (1) payment for its services with respect to an invoice processed by AccuMed on behalf of Customer, AccuMed agrees to refund to Customer the amount it receives that is in excess of the amount AccuMed is entitled to under the terms of this Agreement.

C. Any amounts which Customer fails to pay by the last day of the month in which the invoice is issued, shall bear interest at the rate of one and one-half (1-1/2%) percent per month or the maximum monthly rate permitted by applicable law, whichever is less, from the day on which payment was due, as specified above in 4.B. until said amount is paid in full. Further, Customer agrees to pay all costs and expenses, including actual attorney's fees, which AccuMed incurs in collecting any past due amounts from Customer.

D. If Customer refunds amounts collected for any reason other than (i) it is a refund of a duplicate payment as provided in 4 B., or (ii) it is because of a breach by AccuMed of its obligations under this Agreement; AccuMed shall be entitled to retain the fees paid by Customer in connection therewith. If AccuMed has not yet been paid its fees in connection therewith, Customer shall remain obligated to pay the fees in accordance with this Agreement.

5. BUSINESS ASSOCIATE AGREEMENT.

A. AccuMed and Customer agree to comply with the obligations applicable to them under the Health Insurance Portability and Accountability Act of 1996 and the regulations issued pursuant thereto, as amended ("HIPAA") to protect the privacy of Personal Health Care Information ("PHI") as delivered, collected, processed or obtained as a result of the performance of their respective responsibilities under this Agreement.

B. AccuMed and Customer agree that AccuMed may use and disclose PHI, including but not limited to manually, verbally and through electronic medium, which AccuMed obtains from Customer for the following purposes.

- (i) For the preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of services provided by Customer to its patients.
- (ii) Preparation of reminder notices and documents pertaining to collections of overdue accounts.
- (iii) Submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Customer to its patients and to appeal denials of such payments.
- (iv) For the proper management and administration of AccuMed to permit AccuMed to carry out its legal responsibilities as a business associate.
- (v) For other uses or disclosures of PHI as are permitted by HIPAA provided AccuMed complies with the requirements of HIPAA.
- (vi) For such other uses or purposes as may be required by law.

C. In connection with its obligations under the HIPAA Privacy Rule, AccuMed agrees that it will:

- (i) not use or further disclose PHI except as permitted under this Agreement or required by law;
- (ii) use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
- (iii) to mitigate, to the extent practicable, any harmful effect that is known to AccuMed of a use or disclosure of PHI by AccuMed in violation of this Agreement;
- (iv) report to Customer any use or disclosure of PHI not provided for by this Agreement of which AccuMed has knowledge;
- (v) take appropriate action to assure that any agents or subcontractors to whom AccuMed provides PHI or who have access to PHI through AccuMed agree to the same restrictions and conditions that apply to AccuMed with respect to PHI;
- (vi) make PHI available to Customer or as directed by Customer to an individual who has a right of access under HIPAA in accordance with the applicable Federal regulations;
- (vii) incorporate any amendments to PHI in accordance with the applicable Federal regulations when notified to do so by Customer;
- (viii) provide an accounting of the uses or disclosures of PHI made by AccuMed in accordance with the applicable Federal regulations;
- (ix) make its internal practices, books and records relating to the use and disclosure of PHI available to Customer and/or the Secretary of the Department of Health and Human Services for compliance purposes; and
- (x) at the termination of this Agreement, return or destroy all PHI created or received by AccuMed on behalf of Customer and if return is infeasible, the protection of this Agreement will extend to such PHI so long as AccuMed maintains such information.

D. In connection with its obligations to comply with HIPAA, Customer agrees that:

- (i) Customer has the primary responsibility to retain all PHI that it has delivered to AccuMed and shall also be primarily responsible to respond and deliver such PHI to those entitled to it under the provisions of HIPAA;
- (ii) Customer will obtain any consent, authorization or permission that may be required by HIPAA, applicable state laws and/or regulations prior to furnishing AccuMed the PHI pertaining to an individual; and

- (iii) Customer will inform AccuMed of any PHI that is subject to any arrangements permitted or required of Customer under HIPAA that may materially impact in any manner the use and/or disclosure of PHI by AccuMed including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in HIPAA and the regulations issued pursuant thereto and/or agreed to by Customer.

E. HIPAA Security Rule.

AccuMed, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the security regulations pursuant to HIPAA, regarding the security of electronic protected health information ("e-PHI") that is received as a result of any of the services provided hereunder. In conformity therewith, AccuMed agrees that it will:

- (i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the applicable Federal regulations;

- (ii) Implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of the applicable Federal regulations;

- (iii) Ensure that any agent of AccuMed, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect all protected health information including e-PHI in accordance with the applicable Federal regulations, including compliance with the same restrictions and conditions that apply throughout this Agreement to AccuMed with respect to such information; and

- (iv) Report to the Customer any security incident of which it becomes aware.

F. AccuMed, in its capacity as a Business Associate, will carry out its obligations under this Agreement in compliance with the applicable provisions of the American Recovery and Reinvestment Act of 2009, as amended, and any regulations promulgated pursuant thereto ("Recovery Act"); provided, however, these obligations shall only directly apply to AccuMed in its capacity as a Business Associate it being agreed that AccuMed is not obligated to assume or undertake any obligations or requirements for which Customer (who is the Covered Entity) is responsible. This provision includes all subsequent, updated, amended or revised provisions of the Act. In conformity therewith, AccuMed agrees that it will:

- (i) Notify Customer following the discovery of a breach of unsecured PHI, without unreasonable delay, and in no case later than as required by the Recovery Act. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach.

- (ii) Secure all PHI, in any form, through the use of the technology or methodology as specified in the applicable regulations.

G. Customer, as a “creditor” and covered entity under the Identity Theft Rules found at 16 CFR Part 681 (commonly known as the “Red Flag Rules”) has a duty to exercise appropriate and effective oversight of its providers including AccuMed. AccuMed agrees to assist Customer with Customer’s obligations under the Red Flag Rules as follows

(i) Ensure that its activities for Customer are conducted in accordance with the reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft that Customer has developed and delivered to AccuMed in writing.

(ii) Ensure that any agent or third party who performs services on AccuMed’s behalf in connection with covered accounts of Customer, including a subcontractor, agrees to conduct all its activities in accordance with the reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft that Customer has developed and delivered to AccuMed in writing.

(iii) Alert Customer of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred.

H. Notwithstanding any other provisions of this Agreement, upon Customer’s reasonable determination that AccuMed has violated any material term or provision of this Business Associate Agreement section pertaining to Customer’s obligations under HIPAA, the Recovery Act, or the Red Flag Rules or if AccuMed engages in conduct which would, if committed by Customer, result in a violation of HIPAA, the Recovery Act, or the Red Flag Rules by Customer, Customer shall provide AccuMed written notice of that violation and sufficient detail to enable AccuMed to understand the specific nature of that violation and afford AccuMed a reasonable opportunity to cure the violation; provided, however, that if AccuMed fails to cure the violation within a reasonable time specified by Customer, Customer may terminate this Agreement.

I. Both parties agree as follows:

(i) To negotiate and amend this Business Associate Agreement section, from time to time, as necessary to comply with any amendment to any provision of HIPAA, the Recovery Act, or the Red Flag Rules or their implementing regulations including, but not limited to, any privacy regulation, which materially alters either parties or both parties obligations under this Business Associate Agreement section;

(ii) The terms of this Business Associate Agreement section shall be construed in light of any applicable interpretation or guidance on HIPAA and/or its implementing regulations issued by the Department of Health and Human Services or the Office of Civil Rights, from time to time, and under the Recovery Act and/or its implementing regulations and under the Red Flag Rules; and

(iii) Nothing contained in this Agreement, including this Business Associate Agreement section, shall confer upon any person or entity other than the parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Customer agrees to:

(i) Comply with all obligations applicable to covered entities under the HIPAA and the Recovery Act and the rules and regulations thereunder as well as the Red Flag Rules.

(ii) Provide AccuMed with the notice of privacy practices that Customer produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

(iii) Provide AccuMed with any changes in, or revocation of, permission by any individual to use or disclose PHI, if such changes affect AccuMed's permitted or required uses and disclosures.

(iv) Notify AccuMed of any restriction to the use or disclosure of PHI that Customer has agreed to in accordance with 45 CFR § 164.522.

K. Any other provisions of this Agreement that are directly contradictory ("Contradictory Term") to one or more terms of this Business Associate Agreement section shall be superseded by the terms of this Business Associate Agreement section to the extent and only to the extent of the contradiction, only for the purpose of Customer's compliance with HIPAA or the Recovery Act (and their implementing regulations) or the Red Flag Rules and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Business Associate Agreement section.

6. TERMINATION. Notwithstanding the provisions of Section 2:

A. During the Initial Term either party has the right to terminate this Agreement on thirty (30) days' written notice of termination to the other, if (i) the other party defaults on any of its material obligations under this Agreement (excluding Customer's payment obligations, which shall be controlled by Section 6.B.) and such party has not begun to cure such default (which cure must be diligently pursued in a timely manner until completed) within fifteen (15) days after written notice of such default is delivered; (ii) a court having appropriate jurisdiction enters a decree or order for relief in respect of the other party in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or (iii) the other party commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; and

B. AccuMed will have the right to terminate this Agreement, which may in AccuMed's sole discretion be effective on any date including immediately upon delivery of notice thereof to Customer, if Customer defaults on its payment obligations under Section 4.

7. TERMINATION PROCEDURES.

A. In the event of termination of this Agreement under the provisions of Sections 2 or 6, AccuMed shall, on the effective date of such termination (the "Termination Date"), cease to accept new Billing Information from Customer, but may, at AccuMed's sole discretion (i) continue to perform for a period ninety (90) days following the Termination Date (the "Wind Down Period") its services relating to Billing Information received prior to the Termination Date, in which case Customer shall be obligated to pay AccuMed all amounts invoiced to Customer through the end of the Wind Down Period in accordance with the

provisions of Section 4 hereof, or (ii) discontinue all services effective as of the Termination Date, in which case Customer shall be obligated to pay the amounts invoiced by AccuMed for work performed through the Termination Date in accordance with the provisions of Section 4 hereof.

B. Provided Customer has made full payment of all amounts due and owing to AccuMed and AccuMed has reasonable grounds to believe that future amounts owed to it will be paid by Customer in a timely manner (together the "Transitional Pre-Conditions"), AccuMed agrees to provide to Customer reasonable assistance following the Termination Date to transition the services formerly provided by AccuMed back to Customer or to a third party selected by Customer. Customer agrees to promptly pay AccuMed's reasonable costs and expenses incurred in connection with said transitional services. AccuMed shall have no obligation to provide any transitional assistance to Customer until the Transitional Pre-Conditions shall, in AccuMed's sole discretion, have been met to its satisfaction.

8. CUSTOMER AUDITS. Customer will have the right under this Agreement to engage, at the sole expense of Customer, independent auditors (the "Auditors") (provided that such persons are not employed by or in any manner affiliated with any entity that performs services substantially similar to any services then being provided by AccuMed) for the purpose of performing audits that may be considered necessary by Customer to determine the accuracy and correctness of the accounting and internal control performed and maintained by AccuMed. AccuMed will cooperate by furnishing such Auditors with any and all information as is reasonably necessary to perform and complete all audit procedures determined to be necessary by the Auditors. However, the duplicating of reports previously provided to Customer will be subject to the fee specified in Section 4 of this Agreement, and if not specified in Section 4, then in such amount as is reasonably determined by AccuMed. Prior to performing such audits, Customer will cause the Auditors and Customer to execute an agreement to maintain the confidentiality of any information they receive about AccuMed's computer programs and software it employs, inventions, processes, trade secrets, technical information, know-how, plans, specifications, identity of customers and identity of suppliers, financial plans, patient records, its business practices, including but not limited to those relating to, its accounts payable, accounts receivable and billing systems such agreement to be in the form and substance satisfactory to AccuMed in its sole discretion. Customer agrees that any such audit will be conducted at such times and in such a manner so as to avoid undue disruption of AccuMed's operations, and shall not be performed more than once during any consecutive twelve (12) month period. Customer agrees to promptly pay to AccuMed all out of the ordinary costs and expenses AccuMed incurs relating to the audit.

9. OPERATING DISCLAIMER. Customer acknowledges that AccuMed has incentive to perform its services hereunder in a timely and proficient manner but that the timing and amount of collections generated by its services are subject to numerous variables beyond the control of AccuMed. THEREFORE, ACCUMED DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE TIMING AND AMOUNT OF COLLECTIONS GENERATED BY ITS SERVICES. Notwithstanding the foregoing, AccuMed agrees to perform its services hereunder in accordance with industry standards and applicable laws, rules and regulations.

10. LIMITATION OF LIABILITY. AccuMed shall exercise commercially reasonable efforts to prevent the loss or destruction of Customer's records. In the event of error or omission in the performance of its services, AccuMed will re-perform the services at no additional cost to Customer. Customer acknowledges that Customer shall be responsible for the accuracy of the codes, fees, Billing Information, and all other data provided to AccuMed for use in the provision of its services. Notwithstanding the foregoing, it is expressly understood and agreed that AccuMed's sole obligation for any breach of this Agreement or failure to meet its obligations hereunder is limited to the obligation of AccuMed to return all monies paid it by Customer relating to the bill or bills in question. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. IN NO EVENT SHALL ACCUMED BE LIABLE FOR DIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, REPRESENTATION, WARRANTY OR TORT, ARISING OUT OF THIS AGREEMENT.

11. NOTICES. Any notice required or permitted to be delivered hereunder shall be (i) delivered in person; (ii) sent by certified mail, return receipt requested, or by national overnight delivery service to the address set forth above; or (iii) by facsimile transmission to the facsimile phone number set forth above, until written notice of change of address or facsimile number has been delivered in the manner set forth herein. Such notice shall be deemed to have been received on the day it was personally delivered or sent by facsimile transmission or the date it was received in the case of mailing or overnight delivery.

12. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, including but not limited to fire, accident, labor dispute or unrest, flood, riot, war, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or of the civil or military authorities of a state or nation, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

13. WAIVER. The failure of either party to enforce any term or condition of this Agreement shall not be construed as a waiver by such party of such term or condition, nor shall a waiver of any breach of a term or condition of this Agreement on any one occasion constitute a waiver of any subsequent breach of the same or similar term or condition.

14. ENTIRE AGREEMENT/MODIFICATION. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived or discharged orally, but only by an instrument duly signed by the party against which enforcement of the changes, waiver or discharge is sought; provided, however, changes made in order to comply with the provisions of HIPAA shall be deemed accepted and made a part of this Agreement without said signed instrument unless the party receiving such change within thirty (30) days of its receipt thereof delivers written notice to the other party that such change is not acceptable.

15. BINDING EFFECT/ASSIGNMENT. Except as otherwise provided in this Section 15, neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, AccuMed shall have the right without obtaining Customer's consent to assign this Agreement and all rights and obligations hereunder to any successor of AccuMed due to acquisition, whether by sale of stock or assets, merger, consolidation, reorganization or otherwise. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assignees of the parties hereto and upon such assignment by AccuMed, AccuMed shall be released from all further obligations.

16. INDEPENDENT CONTRACTOR. The parties agree that Customer shall exercise no control over the activities or operations of AccuMed, other than to enforce the specific obligations of AccuMed under this Agreement, and further agree that their relationship is as independent contractors.

17. SEVERABILITY. If any term or provision contained in this Agreement shall be found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such term or provision shall be considered independent and severable from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The parties agree that, to the extent allowed by law, any such term or provision found to be invalid, illegal or unenforceable shall be reinterpreted or adapted by the parties in such a way that the intended business purpose of such term or provision is achieved to the maximum extent possible.

18. GOVERNING LAW. As to all matters, including, validity, construction and effect, this Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan without regard to its principles of conflicts of laws.

19. JURISDICTION. Customer consents and agrees that the following courts shall have personal jurisdiction over Customer and all lawsuits relating or arising out of this Agreement: (a) all courts included within the state court system of the State of Michigan; and (b) all courts of the United States of America sitting within the State of Michigan including, but not limited to, all of the United States District Courts sitting within the State of Michigan. Customer waives any defense of lack of personal jurisdiction in these courts.

IN WITNESS WHEREOF the parties have signed this Agreement on the dates set forth below their signatures hereto.

ACCEPTANCE

ACCEPTANCE:

ACCUMED BILLING, INC.

(CUSTOMER NAME)

BY: _____
(AUTHORIZED SIGNATURE)

BY: _____
(AUTHORIZED SIGNATURE)

NAME: _____

NAME: _____
(PRINT OR TYPE)

DATE _____

DATE: _____

ACCUMEDWEB.COM SUBSCRIPTION AGREEMENT

Licensor:	AccuMedWeb.Com, LLC, a Michigan limited liability company P.O. Box 2122 Riverview, MI 48192	Licensee:	City of Wyandotte Fire Dept. 266 Maple Wyandotte, Michigan 48192 Chief Jeffery Carley
Phone:	(734) 479-6300	Contact:	734-324-7252
Facsimile:	(734) 479-6319	Phone:	734-324-7252
		Facsimile:	734-324-7257
		Effective Date:	January 1, 2013

THIS AGREEMENT is made by and between AccuMedWeb.com, LLC (“Licensor”), and Licensee.

TERMS AND CONDITIONS

1. Definitions.

1.1 “Add-ons” shall mean any additional functions or modules issued, created and/or implemented by Licensor that are associated with the Licensed Product, but shall not include Improvements associated with the Licensed Product.

1.2 “Authorized Computer” shall mean any computer system identified by type, serial number, and location in Schedule A of this Agreement.

1.3 “Authorized Users” shall mean any employees, officers, directors, or agents of Licensee that Licensee has authorized on its behalf to access and use the Licensed Product in compliance with the terms and conditions of this Agreement.

1.3.1 “Hardware” shall mean the equipment, if any, supplied by Licensor to Licensee referenced in Section 2.8.

1.4 “Improvements” means: (a) any updates, upgrades, improvements, fixes, new versions and releases, derivative works, translations, adaptations or replacements of the Licensed Product that are developed, licensed or otherwise acquired by either party after the effective date of this Agreement; and (b) any other inventions, improvements, ideas, software code, documentation, materials and other information relating to the Licensed Product that may be developed in the course of or as a result of either party’s performing in connection with this Agreement.

1.5 “Intellectual Property Rights” means all intangible, intellectual, proprietary and industrial property rights and all intangible embodiments and derivative works thereof wherever located, under the laws of any governmental authority, domestic or foreign, including but not limited to any and all now known or hereafter existing, in and to (a) trademarks, trade names, service marks, slogans, domain names, URLs or logos; (b) copyrights, moral rights, and other rights in works of authorship (including by contract or license); (c) patents and patent applications, patentable ideas, inventions and innovations; (d) know-how and trade secrets and (e) registrations, applications, renewals, extensions, continuations, divisions or reissues of the foregoing.

1.6 “Licensed Product” shall mean Licensor’s centralized database that allows Authorized Users to manage data through a permission-based web portal as specified in Section 8 to this Agreement, as well as all Documentation, Improvements, bug fixes, updates, and upgrades thereto furnished by Licensor to Licensee. Licensed Product also includes any stand alone version of Licensed Product that may otherwise be installed on an Authorized Computer, as well as any accompanying instructions, technical data, images, recordings, and other related materials.

1.7 “Proprietary Information” shall mean the Licensed Product (including the Source Code thereto), all copies thereof, maintenance software, diagnostic routines, installation and operation manuals, and all related documentation and other materials owned by Licensor or any third parties from whom Licensor has obtained marketing rights.

1.8 "Source Code" shall mean the portion of a software program consisting of computer instructions in a programming language which are either in a form readable by humans or in machine readable form which can be printed in a form readable by humans.

2. Grant of License and Subscription Terms.

2.1 The parties to this Agreement are Licensor and Licensee. Licensee shall be responsible for enforcement of the terms and conditions of this Agreement by Licensee and any Authorized User(s).

2.2 Upon Request from Licensor, Licensee shall provide the proposed Authorized Computer to Licensor for physical inspection. Any Authorized Computer sought to be utilized by Licensee must meet specific operational requirements prior to Licensee being granted a license to install a copy of the Licensed Product on the proposed Authorized Computer. The operational requirements are listed Schedule D to this Agreement. Should an Authorized Computer fail to meet the operational requirements, Licensee shall not be provided a license to install a copy of the Licensed Product on the proposed Authorized Computer. Licensee agrees to provide Licensor with the make, model number and serial number of all initial Authorized Computers that will be loaded with the Licensed product during the Term of this Agreement, and the make, model and serial number of the Authorized Computer shall be recorded in Schedule A of this Agreement. Should Licensee desire to install the Licensed Product on any additional computer, Licensee shall seek the prior written consent of Licensor, and shall disclose to Licensor the make, model and serial number of the additional Authorized Computer.

2.3 For and in consideration of payment in full of the amounts specified in Section 5.2, and provided Licensee has complied with the provisions of Section 2.2 as may be applicable, Licensor hereby grants to the Licensee a non-exclusive, nontransferable, fully paid license, without rights to sublicense, to access and use the Licensed Product. The license is limited to the access and use of the Licensed Product on Licensor's servers, designated servers, and/or on an Authorized Computer. Licensee may access and use the Licensed Product for the purpose of processing data of Licensee, provided Licensee shall not permit use by any person other than Authorized Users of Licensee. Licensee may access the Licensed Product for its own internal business purposes only. No service bureau work or timesharing arrangement utilizing the Licensed Product is permitted, unless expressly authorized by Licensor in writing.

2.4 Should Licensee be provided the right to access and/or use the Licensed Product on an Authorized Computer, Licensee agrees that Licensee shall assume the risk and expense of any other software that is installed on the Authorized Computer that may conflict with the Licensed Product. Should a conflict result on any Authorized Computer, Licensor's servers, or on any designated server, arising from the installation of additional software on an Authorized Computer, Licensee shall be charged the then prevailing hourly rate to troubleshoot the conflict.

2.5 Limitations. Licensee acknowledges that it must procure a separate license from Licensor to access and/or use the Licensed Product for any purpose other than those listed in Section 2.3 and Section 8.1.4. Licensee further acknowledges that the Licensed Product, Documentation, and Source Code thereof constitute valuable trade secrets of Licensor. Accordingly, Licensee agrees not to:

- (a) modify, adapt, alter, translate or create derivative works from or otherwise make Improvements to the Licensed Product or Documentation other than for the purposes expressly authorized hereunder;
- (b) sell, lease, rent, loan, or otherwise attempt to transfer use and/or access to the Licensed Product to any third party, or sublicense any of the rights granted under this Agreement;
- (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Licensed Product, except as explicitly provided herein;
- (d) allow any person to access or use the Licensed Product other than Authorized Users of Licensee which have entered into a Subscription Agreement with Licensor;
- (e) allow any individual other than an existing or new Authorized User to perform entries, transactions or related activities using the Licensed Product;

(f) remove, alter, or obscure any proprietary notices (including copyright notices) of Licensor within the Licensed Product or Documentation;

(g) access or copy the Licensed Product or Documentation in a manner not expressly provided for in Section 2; and/or

(h) add, remove, or modify the Licensed Product or any other software product installed on an Authorized Computer.

2.6 No title is transferred by this license or by the payment of any Access Fee. Licensee's rights are limited to itself alone and do not extend to subsidiary or parent corporations, or to any other related or affiliated organizations. Any rights not expressly granted in this license are reserved to Licensor. If Licensee breaches any of the terms of this Agreement, the Agreement may be automatically terminated at the option of Licensor without notice. Immediately upon termination, Licensee will no longer have any right to access and/or use the Licensed Product.

2.7 As part of this subscription, Licensor may provide updates to the Licensed Product, such as correction of "bugs" and certain limited improvements to existing functionality of the Licensed Product as Licensor may choose to provide. The subscription does include the right to receive any Improvements, re-issues or new product releases by Licensor. The subscription does not include the right to receive any Add-ons associated with the Licensed Product. Licensor will in its own discretion determine whether and on what terms any Improvements, re-issues, new product releases, or Add-ons shall be made available. Any Improvements, re-issues, new product releases, specific functions, Add-ons, and/or features implemented specifically for Licensee shall remain the exclusive property of Licensor and shall be governed by the terms and conditions of this Agreement. In addition, Licensor shall have the right to reproduce and offer specific functions, Add-ons and/or features implemented specifically for Licensee to other licensees without any claim by Licensee.

2.8 In the event Licensor and Licensee have agreed that Licensor shall provide to Licensee Hardware, a description of such Hardware shall appear on Schedule E hereto together with the value of the Hardware (the "Initial Value"). Licensee shall be owner of the Hardware and shall be fully responsible for all maintenance, repairs and replacements of the Hardware of every kind. The warranty obligations of Licensor for the Hardware will in all respects conform and be limited to the warranty extended by the manufacturer of the Hardware, if transferable. The sole remedy available to Licensor with respect to defects in the Hardware will be against the manufacturer under any applicable manufacturer's warranty to the extent available to Licensee. **WHETHER OR NOT THE MANUFACTURER WARRANTY IS TRANSFERRED OR AVAILABLE TO LICENSEE, LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE HARDWARE, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER IN NO EVENT WILL LICENSOR BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR EXPENSE OCCASIONED BY THE USE OF DEFECTIVE HARDWARE. LICENSEE ASSUMES FULL RESPONSIBILITY THAT THE HARDWARE SUPPLIED UNDER THE AGREEMENT MEETS THE SPECIFICATIONS AND/OR INTENDED USE OF LICENSEE, AND LICENSOR MAKES NO REPRESENTATION WITH RESPECT TO THEM.** There shall be no initial charge to Licensee for the Hardware. Provided, however, in the event this Agreement, the Billing Service Agreement between Licensor and Licensee or both is/are terminated by either Licensor or Licensee for any reason whatsoever and whether with or without cause at any time prior to the end of the term set forth in Section 6; Licensee shall pay to Licensor within thirty (30) days from the date such termination becomes effective the Hardware Early Termination Fee. The Hardware Early Termination Fee shall be determined by dividing the Initial Value by the number of months of the term set forth in Section 6 and multiplying that result by the number of months remaining in the term following the date the termination becomes effective. In the event the termination becomes effective on a date other than the last day of a month, the month in which the termination becomes effective will be counted as a full month remaining in the term.

3. Terms of Access.

3.1 As a condition of access and use of the Licensed Product, Licensee may not access or use the Licensed Product for any purpose that is unlawful or prohibited by this Agreement. Licensor reserves the right to delete inappropriate material and to suspend or terminate this Agreement if the Licensed Product is accessed or used for an unauthorized purpose.

3.2 Licensee should understand that all messages, e-mail, data, text, photographs, graphics, video and other materials, images or information transmitted via the Licensed Product are Licensee's sole responsibility. If Licensee uploads, posts, e-mails, stores, or otherwise transmits any user content, Licensee is responsible for its compliance with this Agreement. Licensor has no obligation to screen, edit or control user content, and Licensor does not accept responsibility for its truthfulness, accuracy, lawfulness or suitability. Under no circumstances will Licensor be liable in any way for any user content, including errors or omissions in any user content, defamatory or pornographic content, content that infringes intellectual property rights, or for any loss or damage of any kind incurred as a result of the access or viewing of any user content.

3.3 Licensee agrees not to access or use the Licensed Product or the subscription under this Agreement to:

3.3.1 establish an account name or user ID that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise offensive;

3.3.2 upload, post, e-mail or otherwise transmit any user content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise offensive;

3.3.3 impersonate any person or entity;

3.3.4 disguise the authorship or origin of any user content that Licensee transmits;

3.3.5 upload, post, e-mail or otherwise transmit any user content that Licensee does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary information and confidential information);

3.3.6 upload, post, e-mail or otherwise transmit any user content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person;

3.3.7 upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "Spam," "chain letters," or any other form of solicitation;

3.3.8 upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

3.3.9 disrupt the normal flow of dialogue, cause a screen to "scroll" faster than normal, or otherwise act in a manner that negatively affects other users' ability to engage in orderly exchanges;

3.3.10 interfere with or disrupt servers or networks connected to the Licensed Product;

3.3.11 "stalk" or otherwise harass another; or

3.3.12 collect or store personal data about other users, for purposes other than those intended for use with the Licensed Product.

3.4 Licensor reserves the right, in its sole discretion, to block or remove any objectionable user content that Licensee transmits or makes available via the Licensed Product. Without limiting the breadth of this right, Licensee is

advised that Licensor has the right to remove any user content that violates this Agreement or is otherwise objectionable in Licensor's determination.

3.5 Licensor stores and preserves user content in accordance with an established policy, and may disclose user content if required by law, or if in good faith, Licensor believes that such disclosure is reasonably necessary to: (a) comply with legal process, (b) enforce this Agreement, (c) respond to claims that any user content violates the rights of third-parties, or (d) protect the rights, property and personal safety of Licensor and its employees, contractors, suppliers and vendors.

3.6 Payment of the fees specified in Schedule B gives Licensee the right to provide access to the Licensed Product on any Authorized Computer, or at a single site by means of a local area network whose terminals are physically linked together within the Licensee's organizational premises for the Authorized Users of Licensee. In addition to access by Authorized Users physically on the Licensee's premises or on any Authorized Computer, the Licensee may provide remote access, but only to Authorized Users.

4. Support and Training Services. General support for installation issues and product defects related to the Licensed Product shall be available to Licensee from Monday to Friday, 8 a.m. to 5 p.m. EST, excluding holidays. In addition to coverage of installation issues, support is also provided for basic usage questions and troubleshooting unexpected behavior for documented features of the Licensed Product. Support is limited to the current version of the Licensed Product, plus the previous version for sixty (60) days after the last ship date of that version. At Licensee's option, and for an additional, separately billed annual charge, Licensor will provide additional support and/or training services to assist Licensee in its access and use of the Licensed Product and/or to address other needs of Licensee. Such services may be described in Schedule C to this Agreement, and will be provided according to the terms and conditions outlined in Schedule C and this Agreement as to be determined by Licensor. Any training and/or support services provided under this Agreement will be performed in accordance with customary industry standards, the requirements of this Agreement and any applicable attachments.

5. Payments and Fees.

5.1 Licensing and data storage fees incurred by Licensee for access and use of the Licensed Product shall be deemed to be included within any amounts owing by Licensee to Licensor under the Billing Service Agreement entered into by Licensee and Licensor provided that the following conditions are satisfied:

- i. Licensee is not in breach of any term or condition of this Agreement or the Billing Service Agreement, as amended;
- ii. Licensee nor Licensor has terminated the Billing Service Agreement, as amended; or
- iii. The amount billed by Licensee under the Billing Service Agreement, as amended, does not fall more than fifteen (15%) percent below the level of the amount being billed by Licensee at the time this Agreement is executed.

Should any of the provisions in Section 5.1(i) through (iii) not be satisfied, Licensor reserves the right to charge Licensee a license fee separate and apart from any amount that may be owing by Licensee under the Billing Service Agreement, or to immediately terminate this Agreement. An estimate of the license fee is listed within Schedule B. The foregoing shall be in addition to the Hardware Early Termination Fee, if applicable, owed by Licensee to Licensor as set forth in Section 2.8 of this Agreement. The actual license fee shall be determined and attached to this Agreement by Licensor and communicated to Licensee at the time the provisions of Section 5.1 are no longer satisfied. The actual license fee payable by Licensee shall not exceed the fees estimated in Schedule B, plus the annual support fees owing by Licensee from the date of execution of this Agreement through to the date that the provisions of Section 5.1 are no longer satisfied. The license fee is intended to cover Licensor's initial setup and operation of the Licensed Product as well as regular annual support, and is nonrefundable in the event this Agreement is terminated or cancelled for any reason.

5.1.1 Licensor shall also invoice Licensee for an Annual Support Fee. The Annual Support Fee shall be equal to fifteen (15%) of the total cost of the Licensed Product increased by fifteen (15%) of the cost of Add-ons that may be supplied in the future. Licensee represents that it is a member of the Downriver Community Conference (“DCC”). Licensor has an agreement with DCC pursuant to which DCC has agreed to pay on Licensee’s behalf the Annual Support Fee (the “DCC Agreement”). So long as DCC pays Licensor in accordance with the DCC Agreement, Licensor shall not charge Licensee the Annual Support Fee. If for any reason the DCC Agreement is terminated or DCC fails to pay on a timely basis the amounts due Licensor under the DCC Agreement, then Licensee shall within thirty (30) days of notice thereof from Licensor pay the Annual Support Fee to Licensor specifically including all past due amounts.

5.2 Licensor shall also invoice Licensee for any additional monthly fees, including, but not limited to custom programming, Add-ons (if applicable) and other fees incurred by Licensee for additional services requested by Licensee. Example additional monthly fees are listed within Schedule B. If this Agreement is terminated by Licensor or Licensee, Licensor will discontinue billing Licensee for any additional monthly fees after the month in which termination occurred. Licensor will not pro-rate or refund any additional monthly fees paid prior to termination nor those incurred in the month in which termination occurred. Licensor, in its sole discretion, retains the unilateral right to waive any additional monthly fees that become payable and to consider such additional monthly fees to be included within any amounts owing by Licensee to Licensor under the Billing Service Agreement, as amended, provided the provisions in Section 5.1(i) through (iii) of this Agreement are satisfied. Additional monthly fees, as applicable, shall be charged at the rate established in Schedule B, and in some cases, the additional monthly fee may be mutually determined by the parties and attached to Schedule B.

5.3 If for any reason, any of Licensor’s charges for fees are rejected or refused by Licensee, this Agreement, subscription and license to access and use the Licensed Product will automatically terminate without notice. It is Licensee’s sole responsibility to ensure that payment is made and to notify Licensor of any different billing instructions if Licensee desires to change the payment method for Licensor’s billing purposes. All Licensor invoices shall be paid by Licensee within 30 (thirty) days of issuance (Invoice Date). Licensor may charge Licensee interest no more than Comerica Bank’s prime rate, plus two percent (2%) per year, compounded semi-annually, not in advance, on all late payments.

5.4 Upon termination of this Agreement, Licensor will offer Licensee a data backup of Licensee’s information stored within Licensed Product in an industry standard format. This extract will include two types of deliverables: 1) a PDF file that represents the *Document Of Record* will be provided for each incident that has been stored on Licensor’s servers by Licensee; and 2) a single file for each incident will be delivered in the industry standard format as defined by the NEMESIS NHTSA 2.2.1 Data Dictionary. Included in the second deliverable will be a single file containing *Agency Demographics*, also provided in the NEMESIS NHTSA 2.2.1 Data format. These extracts will be delivered on a DVD, to the requesting Licensee. Any additional deliverables requested by Licensee upon termination of this Agreement shall be based upon terms and conditions as mutually agreed to by the Parties.

6. Term. The effective date of this Agreement shall be the later date that it is signed by an authorized representative of Licensor, Licensee, or the Licensee. This Agreement, and all rights and obligations hereunder, shall continue in full force and effect for sixty (60) months unless terminated as provided herein. At the end of the term of the Agreement, and thereafter until cancelled by Licensee, the Agreement and subscription will continue on a month to month basis at the then prevailing rates established by Licensor, which may differ from those described herein, but such subscription will remain subject to all other terms of this Agreement. At the end of the term of the Agreement or thereafter, cancellation may be affected by following the procedures posted on Licensor’s web site. Notwithstanding, Licensor reserves the right to cease offering Licensed Product for general public license and use upon ninety (90) days prior written notice to Licensee. Licensee’s access and use of the Licensed Product shall be made available subject to the terms and conditions of this Agreement and to Licensee’s continued payment of the applicable fee(s). Should Licensee and/or any Authorized User of Licensee breach any term or condition of this Agreement and/or fail to pay the applicable fee(s), Licensor shall have the right to terminate this Agreement and Licensee’s access and use of the Licensed Product, subject to Licensee’s opportunity to cure a breach within ten (10) days of being notified of the breach in writing by Licensor.

7. Proprietary Rights

7.1 Licensee acknowledges that the Proprietary Information is confidential and that Licensor and/or third parties from whom Licensor has obtained marketing rights have and will have the exclusive right, title, and ownership of all proprietary and other rights in the Proprietary Information including, but not limited to all Intellectual Property Rights. Any Improvements, upgrades, re-issues, new product release, specific features, Add-ons and/or functions required by Licensee (whether or not patentable or copyrightable), that are authored, invented or otherwise created for the Licensed Product will be owned solely by Licensor. Licensor will have the right, at its own expense, and solely in its own name, to apply for, prosecute and defend its rights in such Improvements. Licensee shall not access, copy, sell, transfer, publish, disclose, display or otherwise make available any Proprietary Information other than as specifically allowed herein. Licensee acknowledges and agrees that the Proprietary Information constitutes valuable trade secrets of Licensor. Licensee further agrees that it shall not access the Proprietary Information for creating or aiding the creation of a competitive software package, nor shall it disclose same to anyone for the purpose of aiding in the design and/or creation of a competitive software package. As used herein competitive software package means any computer program or programs created to serve substantially the same function as is served by the Licensed Product whether or not the competitive software package is for access by Licensee, by other parties, or for resale by any party. Licensee shall not modify, disassemble, decompile, reverse engineer or derive a Source Code version from the Licensed Product portion of the Proprietary Information.

7.2 The provisions of this Section 7 shall apply to the Licensed Product, to Improvements, Add-ons, and to any proprietary material and information regarding the Licensed Product that have been given to Licensee prior to or after the date of this Agreement. The provisions of this Section 7 will survive the expiration or termination of this Agreement or any license granted hereunder. Licensee agrees to notify Licensor immediately of the possession, access or knowledge of all or part of any Licensed Product or related Documentation by any person or entity not authorized by this Agreement to have such possession, access or knowledge.

7.3 The parties acknowledge that in the event of an actual or threatened violation of the provisions outlined in this section, Licensor may not have an adequate monetary remedy and shall be entitled to injunctive relief in addition to any other available remedies.

8. Warranties and Disclaimers.

8.1 Licensor warrants the following:

8.1.1 To the extent Improvements are made to the Licensed Product during the term of this Agreement to maintain competitiveness, Licensor will provide the Improvements to Licensee as part of the fees paid by Licensee in Schedule B. Furthermore, Licensor shall correct valid reoccurring "bugs", as it deems necessary, as part of the fees paid by Licensee in Schedule B. It shall be in Licensor's sole discretion to issue, create and/or implement any additional Add-ons associated with the Licensed Product, and such Add-ons may be made available to Licensee for an additional fee at Licensor's sole discretion;

8.1.2 The Licensed Product will not, at any time, include any feature that would impair in any way the operation of the Licensed Product by the Licensee, including, but not limited to, time bombs, access restrictions to the Licensed Product, locks or drop dead devices for the Licensed Product. For clarification purposes, the foregoing represents the terms used to describe the insertion of code into the Licensed Product for the purpose of intentionally deactivating the Licensed Product;

8.1.3 It has taken all commercially reasonable steps to search for, detect and eliminate any routines, programs or devices in the Licensed Product that could interfere with the Licensee's access or use of the Licensed Product, or that could corrupt, interfere with, or damage any data;

8.1.4 The Licensed Product shall include the following specifications and features:

- i. Licensed Product is designed to streamline the activities within the Emergency Medical Services community.

- ii. Licensed Product is capable of collecting all data elements as defined in the NEMESIS version 2.2.1 data dictionary, and producing an extract using NEMESIS data exchange format.
- iii. Licensed Product supports the following activities:
 - a. Customization of agency requirements by providing Agency demographics via the Agency Demographics Workbook.
 - b. EMS field data capture.
 - c. Creation of the Document Of Record (“DOR”, or “Patient Care Report”) in hardcopy form.
 - d. Transfer of EMS incident data and DOR to Licensor’s server(s).
 - e. EMS data entry and run-report revisions availability through Licensed Product web portal.
 - f. AccuMed Billing, Inc. approval process availability to Agency Administrators through the Licensed Product web portal.
 - g. Provides Agency configuration options that allow each implementation to be customized for the individual Agency’s requirements. Options include: (1) The selection of “required” data entry fields (usually a subset of all available fields), (2) Field Group ordering, or the order in which logical groups of data entry fields are presented to the user through the user interface, (3) The names identifying each of the data entry Field Groups that can be changed, (4) The visibility of a Field Group containing no “required” fields can be hidden, or removed from the user interface.
 - h. Licensed Product supports an auto-save feature.
 - i. Licensed Product can capture mandatory electronic signatures required in support for EMS billing (capturing signatures requires the additional capabilities of touch-screen technology).

8.2 Licensor warrants that access to the Licensed Product will not require the Licensee to enter into any separate or additional third party Licensed Product licenses; in the event that any third party Licensed Product licenses are required, Licensor will enter into and obtain such licenses on behalf of the Licensee at no cost to the Licensee.

8.3 Licensor warrants that it owns or has authority (without further consent of any third party) to grant to the Licensee the rights to access the Licensed Product and Documentation that may be provided to the Licensee under this Agreement.

8.4 No portion of the Licensed Product or Documentation or items of the Licensed Product or Documentation, or their access or distribution, will violate any copyright, patent or any other proprietary right of any third party.

8.5 TO THE EXTENT ALLOWED BY LAW, THE LICENSED PRODUCT AND THE ACCESS TO LICENSOR’S SERVER OR DESIGNATED SERVERS ARE PROVIDED TO LICENSEE "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND UNLESS SPECIFIED IN THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. LICENSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR LICENSOR’S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY.

8.6 EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT WILL LICENSOR OR ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUPPLIERS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING LOST PROFIT, LOST DATA, OR DOWNTIME COSTS), ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF ACCESS AND USE OF THE LICENSED PRODUCT, WHETHER BASED IN WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, AND WHETHER OR NOT LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.7 It is Licensee’s sole responsibility to ensure that Licensee’s system and internet access are compatible with the Licensed Product and server functionality.

8.8 The provisions of this Section 8 and Section 12.8 shall survive any termination of this Agreement.

8.9 By accepting this Agreement and purchasing a subscription, Licensee represents and warrants that, if a natural person, Licensee is at least 18 years of age and/or is otherwise legally able to enter into a binding contract. Additionally, Licensee represents and warrants that Licensee is not a citizen of Cuba, Iran, Libya, North Korea, Syria or Sudan or a citizen of any other country that is, or an entity that is restricted by the United States government from receiving certain types of software or information, or is prohibited from conducting business with residents of the United States.

8.10 Licensor does not represent that its server or designated servers will be available at all times or will be functioning properly when Licensee desires to access and use the Licensed Product. Licensor's server or designated servers may be unavailable at times for maintenance or for a variety of other reasons. Licensor shall not be liable to Licensee for any periods of unavailability and Licensee will not be entitled to any refunds for those periods when a server is not available or is not functioning properly.

9. Indemnification.

9.1 Licensor will indemnify and hold the Licensee (and its employees, representatives, successors, assigns and Licensees) harmless from and against any loss, cost, damage, expense (including legal and accounting fees and costs), claim, suit or proceeding arising out of or related to:

9.1.1 any and all claims for breach of any representation, warranty, covenant or obligation under this Agreement; and

9.1.2 any and all claims alleging that the Licensed Product, Documentation or services furnished by Licensor violate any third party's patent, trade secret, copyright or other intellectual property rights.

9.2 The Licensee will promptly notify Licensor in writing of any indemnity claims against Licensor. Licensor will defend and settle, at Licensor's sole expense, all suits or proceedings arising out of any such claims.

9.3 With respect to any and all litigation involving Licensor and Licensee, Licensee has the right to participate in the defense of any suit or proceeding, but does not have the right to veto the attorneys selected by Licensor to defend any claims. Licensor shall not be responsible for the Licensee's own expenses in defending the third party's claim, or for any settlements made by the Licensee, without Licensor's prior written consent.

9.4 Licensee will indemnify and hold the Licensor harmless from any claim, suit or proceeding against Licensor arising out of or related to any claim for breach of any representation, covenant or obligation by Licensee under this Agreement and any claim related to Licensee's access or use of the Licensed Product.

9.4.1 Licensor will promptly notify the Licensee in writing of any such claim against Licensor. The Licensee will defend and settle at the Licensee's own expense all suits or proceedings arising out of any claims.

9.4.2 Licensor has the right to participate in the defense of any suit or proceeding. The Licensee will pay all damages and costs resulting from a claim, including all legal expenses and settlement costs, but shall not be responsible for Licensor's own expenses in defending the third party's claim, or for any settlements made by Licensor, without the Licensee's prior written consent.

9.5 If any legal action is commenced in connection with the enforcement of this Agreement or any instrument or agreement required under this Agreement, the prevailing party shall be entitled to costs, reasonable attorneys' fees, and necessary disbursements incurred in connection with such action, as determined by the court.

10. Business Associate Agreement

10.1 Licensors and Licensees agree to comply with the privacy obligations applicable to them under the Health Insurance Portability and Accountability Act of 1996 and the regulations issued pursuant thereto, as amended ("HIPAA") to protect the privacy of Personal Health Care Information ("PHI") as delivered, collected, processed or obtained as a result of the performance of their respective responsibilities under this Agreement.

10.2 Licensors and Licensees agree that Licensees may use and disclose PHI, including but not limited to manually, verbally and through electronic medium, which Licensees obtain from Licensed Product, as permitted by HIPAA, provided Licensees comply with the requirements of HIPAA, or for such other uses or purposes as may be required by law.

10.3 In connection with its obligations to comply with HIPAA, Licensees agree that it will:

- (i) not use or further disclose PHI except as permitted under this Agreement or required by law;
- (ii) use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
- (iii) to mitigate, to the extent practicable, any harmful effect that is known to Licensees of a use or disclosure of PHI by Licensees in violation of this Agreement;
- (iv) report to Licensors any use or disclosure of PHI not provided for by this Agreement of which Licensees have knowledge;
- (v) take appropriate action to assure that any agents or subcontractors to whom Licensees provide PHI or who have access to PHI through Licensees agree to the same restrictions and conditions that apply to Licensees with respect to PHI;
- (vi) make PHI available to Licensors or as directed by Licensors to an individual who has a right of access under HIPAA within thirty (30) days of the request by Licensors;
- (vii) incorporate any amendments to PHI when notified to do so by Licensors;
- (viii) provide an accounting of the uses or disclosures of PHI made by Licensees as required under HIPAA within sixty (60) days of the request for such accounting;
- (ix) make its internal practices, books and records relating to the use and disclosure of PHI available to Licensors and/or the Secretary of the Department of Health and Human Services for compliance purposes; and
- (x) at the termination of this Agreement, return or destroy all PHI created or received by Licensees maintained in Licensed Product on behalf of a client and if return is infeasible, the protection of this Agreement will extend to such PHI so long as Licensees maintain such information.

10.4 In connection with its obligations to comply with HIPAA, Licensees agree that:

- (i) Licensees have the primary responsibility to retain all PHI that it has entered within Licensed Product and shall also be primarily responsible to respond and deliver such PHI to those entitled to it under the provisions of HIPAA; and
- (ii) Licensees will obtain any consent, authorization or permission that may be required by HIPAA, applicable state laws and/or regulations prior to furnishing the PHI maintained in Licensed Product pertaining to an individual.

10.5 HIPAA Security Rule. Licensee, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the security regulations pursuant to HIPAA, regarding the security of electronic protected health information ("e-PHI") that is received as a result of any of the services provided hereunder. In conformity therewith, Licensee agrees that it will:

- (i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that it creates, receives, maintains, or transmits to and from Licensed Product on behalf of a client as required in the regulations;
- (ii) Ensure that any agent of Licensee, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect all protected health information including e-PHI as received from Licensed Product; and
- (iii) Report to the Licensor any security incident of which it becomes aware.

10.6 Notwithstanding any other provisions of this Agreement, upon Licensor's reasonable determination that Licensee has violated any material term or provision of this Business Associate Agreement section pertaining to Licensee's obligations under HIPAA or if Licensee engages in conduct which would, if committed by Licensee, result in a violation of HIPAA by Licensee, Licensor shall provide Licensee written notice of that violation and sufficient detail to enable Licensee to understand the specific nature of that violation and afford Licensee a reasonable opportunity to cure the violation; provided, however, that if Licensee fails to cure the violation within a reasonable time specified by Licensor, Licensor may terminate this Agreement.

10.7 All parties agree as follows:

- (i) To negotiate and amend this Business Associate Agreement section, from time to time, as necessary to comply with any amendment to any provision of HIPAA or its implementing regulations including, but not limited to, any privacy regulation, which materially alters either parties or both parties obligations under this Business Associate Agreement section;
- (ii) The terms of this Business Associate Agreement section shall be construed in light of any applicable interpretation or guidance on HIPAA and/or its implementing regulations issued by the Department of Health and Human Services or the Office of Civil Rights, from time to time;
- (iii) Nothing contained in this Agreement, including this Business Associate Agreement section, shall confer upon any person or entity other than the parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever; and

Any other provisions of this Agreement that is directly contradictory to one or more terms of this Business Associate Agreement section ("Contradictory Term") shall be superseded by the terms of this Business Associate Agreement section to the extent and only to the extent of the contradiction, only for the purpose of Licensee's compliance with HIPAA or its implementing regulations and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

11. Governing Law. This Agreement and any disputes arising hereunder shall be governed by the laws of Michigan, United States of America, without regard to conflicts of laws principles. Licensee hereby expressly consents to the jurisdiction and venue in Oakland County, Michigan over any disputes arising from or related in any manner to this Agreement.

12. General.

12.1 Licensor may terminate this Agreement, the subscription and the license with cause by providing prior written notice to Licensee of Licensee's failure to comply with any terms of this Agreement, and a ten (10) day period to cure such breach. Immediately upon termination, Licensee will no longer have any right to access the Licensed Product.

Licensee may terminate this Agreement, the subscription and the license for cause only, with cause defined as Licensor's breach of any warranty specified in Section 8.1, by providing Licensor written notice of the alleged breach. Upon receipt of the written notice of the alleged breach, Licensor shall be afforded thirty (30) days to cure the breach. If Licensor is unwilling or unable to cure the alleged breach within the thirty (30) day period, Licensee may effectively terminate this Agreement upon the expiration of the thirty (30) day cure period. Licensee shall be responsible for any fees specified in Section 5 of this Agreement that are incurred during the thirty (30) day cure period.

12.2 Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective legal successors and assigns.

12.3 Except as otherwise provided in this Agreement, neither the Agreement nor Licensee's rights to access and use the Licensed Product as a result of the Agreement may be assigned, licensed, sublicensed, pledged or otherwise transferred voluntarily, by operation of law, or otherwise by Licensee without the prior written consent of Licensor, which shall not be unreasonably withheld.

12.4 No party will be liable for any failure or delay in performance of its obligations under this Agreement due to any cause beyond its reasonable control, including but not limited to, strikes, riots, floods, fires, earthquakes, acts of God, terrorism, telecommunication failures, or any other calamity beyond the party's reasonable control.

12.5 The waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any past, current or future obligation to comply with such provision, condition or requirement and no waiver shall be effective unless made in writing and approved by an authorized representative of each party. In the event any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect.

12.6 This Agreement, together with any attachments, constitutes the entire agreement between the parties with respect to the license of the Licensed Product. No modification, addition or waiver of the terms and conditions of this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought.

12.7 Licensor and Licensee hereby knowingly, voluntarily and intentionally waives any and all rights it may have to a trial by jury in respect of any litigation based on, or arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (whether verbal or written), or actions of Licensor or Licensee, regardless of the nature of the claim or form of action, contract or tort, including negligence.

12.8 In no event may any action be brought against Licensor arising out of this Agreement more than one year after the claim or cause or cause of action arises, determined without regard to when the Licensee shall have learned of the defect, injury, or loss. Licensor shall not in any event be liable for more than the fees paid, whether such liability arises from breach of warranty, breach of this Agreement or otherwise, and whether in contract, or in tort, including negligence and strict liability.

IN WITNESS WHEREOF, Licensee, Licensor and Licensor have caused this Agreement to be executed by their duly authorized representatives.

AccuMedWeb.com, LLC:

Licensee:

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A

Authorized Computer Serial Numbers

Authorized Tough Books

Unit 1

Unit 2

Schedule B

Licensing and Additional Monthly Fees

Annual Support \$3,742.65 (\$311.88 Monthly)

Schedule C

Additional Support and Training Services

No additional support or training provided

Schedule D

Operational Requirements

Windows XP,7 or Vista or Operating Systems

Schedule E

Hardware Supplied and Its Initial Value

Two (2) Panasonic CF-19 Toughbook's Total Cost: \$6,001.56.

Description: Windows 7 Professional, Intel Core i5 3320M 2.60GHz, 10.1" XGA Touchscreen LCD, 500GB Shock mounted HDD (7200rpm), 4GB, Wi Fi, Bluetooth, Dual Pass (Upper WWAN / Lower Wi Fi), Modem, TPM 1.2, Toughbook Preferred

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

②

MEETING DATE: January 7, 2013

AGENDA ITEM #

ITEM: 457 Plan Provider – Morgan Stanley

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City provides our employees the opportunity to save for retirement on a pre-tax basis through a deferred compensation plan established in accordance with IRS Section 457. This plan is the government version of a 401k plan (available to private sector employees) and 403b plans (available to employees of non-profit organizations). The City has historically used Nationwide Retirement Solutions (NRS), who was endorsed by the United States Conference of Mayors (USCM), as the administrator of this program. The City was recently notified that the USCM has changed affiliation from NRS to Great-West Financial. At this time, the City conducted a review of the fees charged to the participants (employees/retirees) of this plan and noted the following (on average):

Nationwide Retirement Solutions – total fees/expenses 2.11% - 2.46%
Great-West Financial – .93%. Additional fees for investment advice (.35%-.65%) and for guaranteed fund option (.70%-1.50%)

The high cost primarily relates to the continued existence of unnecessary variable annuity features that are “wrapped” on the underlying investment options. Thus, the City searched for an alternative provider with personalized investment advice, lower fees, and an open architecture so that the City can select the investment options available to the employees. The City contacted Morgan Stanley, who currently manages City assets in the Retiree Health Care Trust, to determine if we could achieve the aforementioned goals. Morgan Stanley identified plan providers who could meet our objectives and, after interviewing two (2) finalists, the City has selected Mass Mutual as the provider. The fees charged to the participants will be .84% and are inclusive of investment advice and administration.

STRATEGIC PLAN/GOALS: N/A

ACTION REQUESTED: Approve the addition of Morgan Stanley as a 457 Plan provider for the City and eliminate Nationwide Retirement Solutions.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The cost of the 457 Plan is borne by the participants. Thus, the financial impact is zero. Participants (employees and retirees) will see a reduction of at least 1.27% of plan assets annually from the current plan provider.

IMPLEMENTATION PLAN: The City Administrator will work with Morgan Stanley to

implement the changes with an effective date of March 31, 2013.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *Concur [Signature]*

LIST OF ATTACHMENTS: N/A

MODEL RESOLUTION:

Resolved by the City Council that Council concurs with the recommendation of the City Administrator relative to the addition of Morgan Stanley/Mass Mutual and elimination of Nationwide Retirement Solutions as 457 Plan providers for the City and

Further, authorizes the City Administrator to sign the necessary documents to execute this change.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

③

MEETING DATE: January 7, 2013

AGENDA ITEM #

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

PRESENTER: Rod Lesko, Wyandotte Municipal Services, Acting General Manager

INDIVIDUALS IN ATTENDANCE: Melanie McCoy, Wyandotte Municipal Services, General Manager, Paul LaManes, Wyandotte Municipal Services, Assistant GM

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: Approved

LEGAL COUNSEL'S RECOMMENDATION: Approved

MAYOR'S RECOMMENDATION: Approved

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

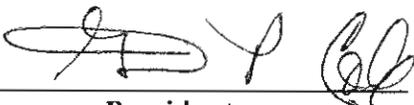
WHEREAS, the proposal from Silver Lining Tire Recycling to provide said TDF appears to be the best negotiated price and other benefits; now therefore,

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, 2015.

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 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 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: _____

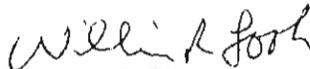
Title: _____

ATTEST: Wyandotte Municipal Services

By: _____

Title: _____

APPROVED AS TO FORM:



William R. Look
Legal Counsel

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

④

MEETING DATE: January 7, 2013

AGENDA ITEM # _____

ITEM: Sales Agreements for NPS2 Homes – 136 Mulberry, 140 Mulberry, 2320 8th Street, and 2456 8th Street

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski, 1-3-13

BACKGROUND: Constructed new homes with NSP2 Funds. Council approved listing price of homes on December 10, 2012. Placed in MLS on December 11, 2012, and held Lottery Drawing on January 2, 2013. The City received offers on all properties. The following are the offers that were selected in the Lottery Drawing:

136 Mulberry – Sandra Dybus, 563 Vinewood, Wyandotte, Michigan in the amount of \$113,000.00 was selected in the Lottery Drawing. Ms. Dybus is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$49,000.00 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for fifteen (15) years this lien will not have to be repaid. The final mortgage amount is in the amount of \$64,000.00.

140 Mulberry – Timothy Baggett, 24411 Cambridge Street, Woodhaven, Michigan in the amount of \$120,000.00 was selected in the Lottery Drawing. Mr. Baggett is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy approval of \$21,000.00 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for ten (10) years this lien will not have to be repaid. The final mortgage amount is \$99,000.00.

2320 8th Street – Edna Mudd, 28522 Spruce Drive, Flat Rock, Michigan in the amount of \$130,000.00 was selected in the Lottery Drawing. Ms. Mudd is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy approval of \$70,000.00 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for fifteen (15) years this lien will not have to be repaid. The final mortgage amount is \$60,000.00.

2456 8th Street – Joseph Gillett, 14450 Flanders, Southgate, Michigan in the amount of \$130,000.00 was selected in the Lottery Drawing. Mr. Gillett is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy approval of \$58,000.00 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for fifteen (15) years this lien will not have to be repaid. The final mortgage amount is \$72,000.00.

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: Approve Sales Agreements for the homes at 136 Mulberry, 140 Mulberry, 821 Ash, 2320 8th Street, 2456 8th Street.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute Sales Agreements and closing on properties.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *Approve JRP*

LIST OF ATTACHMENTS: Sales Agreements

cc: Jerry Miller, Wyandotte Realty
Lindsay Hager, Capital Access
Emanuel Odom, MSHDA
All Bidders

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 7, 2013

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that Council concurs with the recommendation of the City Engineer regarding the sale of the NSP2 homes at 130 Mulberry, 140 Mulberry, 2320 8th Street and 2456 8th Street; AND hereby accepts the following offers:

136 Mulberry – Sandra Dybus, 563 Vinewood, Wyandotte, Michigan in the amount of \$113,000.00 was selected in the Lottery Drawing. Ms. Dybus is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy approval of \$49,000.00 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for fifteen (15) years this lien will not have to be repaid. The final mortgage amount is in the amount of \$64,000.00.

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BE IT FURTHER RESOLVED that the offers for 136 Mulberry, 140 Mulberry, 2320 8th Street and 2456 8th Street are contingent upon buyers receiving approval from the Michigan State Housing Development Authority (MSHDA); AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

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

LOTTERY FORM TO ACQUIRE NSP2 HOME

Date: 12/29/12

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

RE: File No. 4608

DUE DATE: Wednesday, January 2, 2013

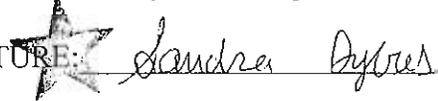
136 Mulberry, 140 Mulberry, 821 Ash, 2320 8th Street, 2456 8th Street
(Please place an "X" next to the home you are submitting a Purchase Agreement on)

In order of preference: 1st 136 Mulberry 2nd 2320 8th 3rd 2456 8th
4th 140 Mulberry 5th _____

THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:

- NSP2 SINGLE – FAMILY SALES PROGRAM GUIDELINES: has read and understands policy.
- INSPECTION: Familiarity with the present condition of premises based on recent inspection.
- COMPREHENSION: Understanding that Purchase Agreement is subject to the Wyandotte City Council approval prior to closing
- PURCHASE PRICE: ONE HUNDRED THIRTEEN Dollars
(\$ 113000 -)
- DEPOSIT: One Percent (1%) of above amount enclosed. Check No. 606
Make check payable to the Minnesota Title Agency
- Enclosed Purchase Agreement
- Enclosed Housing counseling Certificate 50% or Below of Area Median Income
- Enclosed Pre-Qualified Mortgage Letter 120% or Below of Area Median Income
- Written approval from MSHDA if Homebuyer Assistance exceeds \$30,000.00
- If Submitting for 821 Ash, the MSHDA Verification of Disability and/or Special Medical Needs must be filled out by the applicant, signed by a licensed health care provider and attached to this form.

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

SIGNATURE:  _____

NAME: Sandra Dybus
Please print

ADDRESS: 563 Vinewood wyandotte MI 48192
Please print

Please print

Phone: (734) 620-9873

CITY OF WYANDOTTE

3131 Biddle Avenue
 Wyandotte, Michigan 48192
 Telephone: (734) 324-4551
 Fax: (734) _____



OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the { City of
Wyandotte, Wayne County, Michigan, described as follows:
LOT 10 BLOCK 63 PLAT PART OF WYANDOTTE and being known as 136 MULBERRY 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, ALL APPLIANCES if any, now on the premises, and to pay
 therefore the sum of ONE HUNDRED THIRTEEN THOUSAND (\$113,000.00) Dollars, subject to the existing building and
 use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

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

<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 <u>FHA</u> mortgage in the amount of \$ <u>64,000.00</u> , and pay ONE PERCENT (1%) down including mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A. Purchaser understands that this Offer to Purchase is being submitted contingent upon Purchaser meeting the following requirements in each category listed below as established by the City of Wyandotte Neighborhood Stabilization Program (NSP):
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser, at Purchaser's cost, as soon as possible Policy of Title Insurance in an amount not less than the purchase price as determined by Purchaser, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement and tax history certified to a date later than the acceptance thereof.
<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.
<i>Purchaser's Default</i>	4. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
<i>Seller's Default</i>	5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.

INITIAL
 HERE
 SD

INITIAL
 HERE
 SD

<p><i>Title Objections</i></p>	<p>6. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.</p>
<p><i>Possession</i></p>	<p>7. The Seller shall deliver and the Purchaser shall accept possession of said property AT CLOSING.</p>

<p><i>Taxes and Prorated Items</i></p>	<p>8. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>Due Date</u> 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><i>Acceptance</i></p>	<p>9. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. The Seller is hereby authorized to accept this offer and the deposit of <u>(\$1,130.00)</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. Said check shall be made payable to: MINNESOTA TITLE INSURANCE AGENCY.</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 \$ 113,000.00 which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ 1.00.

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

12. By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer. **THIS IS A LEGAL BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT HELP.**

13. The closing of this sale shall take place at the office of the City Engineer, 3131 Biddle Avenue, Wvandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

14. THE PURCHASER MUST CLOSE THIS TRANSACTION WITHIN 90 DAYS OF THE EXECUTION OF THIS PURCHASE AGREEMENT. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THIS PURCHASE AGREEMENT BECOMING AUTOMATICALLY NULL AND VOID AND FORFEITURE OF DEPOSIT.

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



Witness:

SELLER: City of Wyandotte

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

Dated: _____, 2012

Sam Hatley

★ PURCHASER:
Sandra Byles

Dated: 12 / 29, 2012

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____ L. S
Purchaser



ADDENDUM TO PURCHASE AGREEMENT
FOR PROPERTY KNOWN AS 136 MULBERRY
Wyandotte, Michigan

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

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

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

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

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

SD 20. This Agreement is contingent upon the approval of the Wyandotte City Council and Michigan State Housing Development Authority (MSHDA) approval including if required, a mortgage buy down exceeding Thirty Thousand (\$30,000.00) Dollars.

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

SD 22. Purchaser will be required to sign a Homebuyer Certification and Program Agreement at time of closing.

SD 23. At closing, the City of Wyandotte will assign to the Purchaser all warranties it has received from the Contractor. It is understood that the term of the warranties began at the agreed upon "Substantial Completion Date." Therefore, the term of such warranties will be less than one(1) year.

Sam Patley

★ PURCHASER:
Sandra Aybus

Dated: 12/29/12

SELLER: The City of Wyandotte

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

SANDRA L. DYBUS
563 VINEWOOD ST.
WYANDOTTE, MI 48192-5003

6-7041/2410

606

DATE 12.29.12

PAY TO THE ORDER OF Bourne Real Estate \$ 1,130.⁰⁰
One thousand one hundred thirty and 00/100 DOLLARS 

*** Charter One®

MEMO

Sandra Dybus

MP

**MSHDA HOMEOWNERSHIP
TRAINING SEMINAR – Eight Hour Seminar**
Certificate of Completion
Sandra Dybus



A handwritten signature in black ink, appearing to read "David Everett", is written over a horizontal line.

David Everett
MSHDA Certified Counselor – Lighthouse Community Development

May 24, 2012
Date

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



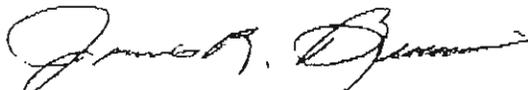
Documentation Requirements

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

- Satisfactory review of property Title Commitment is required prior to closing.
- Satisfactory Homeowners Insurance Binder verifying sufficient coverage and correct loss payee name and address must be received and approved prior to closing.
- Borrower(s) to sign IRS Form 4506 8821
- Borrower to contribute a minimum of 3 % or \$_____ from own resources.
- If Seller is paying closing costs, maximum amount that can be paid is \$_____.
- Seller paid closing costs must be applied first to discount points and prepaid items. The maximum amount of Seller paid closing costs to be applied to closing costs and not discount points or prepaid items is \$_____.
- Settlement Agent to pay city, county, school taxes due and payable within 60 days of closing date and reflect payment on correct HUD-1 line number
- Settlement Agent is prohibited from including any form of 'Photo Identification' in the Legal Package forwarded to the Post Closing Department in Richmond, VA
- Fax HUD-1 to the Lender's Closing Department prior to closing. If changes are needed, the Lender requires a revised HUD-1.
- Other than for loans secured by land only sufficient hazard insurance coverage, as described on the Lender's General Instruction to Settlement Agent document
- Settlement Agent to complete notary section with all title holders on last page of the mortgage.

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

Sincerely,



CCO Mortgage

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

Loan Processor:

Attachment "A"

Photo Release Form

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

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

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

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

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

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

X Sandra Dybus 8.9.12
(Applicant's Signature) (Date)
Sandra Dybus 8.9.12
(Printed Name) (Date)

(Co-Applicant's Signature) (Date)
(Printed Name) (Date)

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

(Parent/Guardian's Signature) (Date)
(Printed Name)



DUAL AGENCY DISCLOSURE AND AGREEMENT

The undersigned Seller and Buyer acknowledge that DOWNRIVER REAL ESTATE GROUP (office), through its Sales Agent(s) JERALD MILLER and _____ is undertaking a Dual representation for the sale of the property located at 136 MULBERRY, WYANDOTTE, MI 48192. Seller and Buyer acknowledge they were informed of the necessity of this type of representation due to the unique circumstances of this transaction. Prior to signing this contract they are hereby requested to read the following:

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

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

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

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

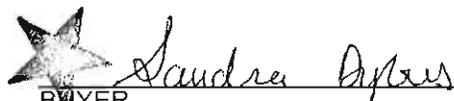
WHAT DOWNRIVER REAL ESTATE GROUP (OFFICE) AND ITS AGENT(S) CANNOT DISCLOSE TO SELLERS AND BUYERS

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

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

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

SELLER _____ DATE _____
JOSEPH R. PETERSON, MAYOR

 _____ 12/29/2012
BUYER _____ DATE _____
SANDRA DYBUS

SELLER _____ DATE _____
WILLIAM R. GRIGGS, CITY CLERK

BUYER _____ DATE _____

Rev. 06/02

Downriver Real Estate Group 1644 Ford Ave Wyandotte, MI 48192
Phone: 734.284.8888 Fax: 734.284.8307 Jerald Miller

NSP



Disclosure Regarding Real Estate Agency Relationships

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

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

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

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

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

SELLER'S AGENTS

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

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

BUYER'S AGENTS

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

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

DUAL AGENTS

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

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

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

TRANSACTION COORDINATOR

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

DESIGNATED AGENCY

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

LICENSEE DISCLOSURE (Check one)

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

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

AFFILIATED LICENSEE DISCLOSURE (Check one)

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

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

Licensee JERALD MILLER

August 9, 2012
Date

Licensee S. ANN HATLEY

August 9, 2012
Date

ACKNOWLEDGMENT

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

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

Sandra Dybus

Potential Buyer Seller (check one)
SANDRA DYBUS

August 9, 2012
Date

Potential Buyer Seller (check one)
CITY OF WYANDOTTE

Date

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

Date: 12/16/12

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

RE: File No. 4608

DUE DATE: Wednesday, January 2, 2013

136 Mulberry, 140 Mulberry, 821 Ash, 2320 8th Street, 2456 8th Street
(Please place an "X" next to the home you are submitting a Purchase Agreement on)

In order of preference: 1st 136 Mulberry 2nd 140 Mulberry 3rd 2320 8th St.
4th 2456 8th St. 5th _____

THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:

- NSP2 SINGLE - FAMILY SALES PROGRAM GUIDELINES: has read and understands policy.
- ~~INSPECTION~~ Familiarity with the present condition of premises based on recent inspection.
- COMPREHENSION: Understanding that Purchase Agreement is subject to the Wyandotte City Council approval prior to closing
- PURCHASE PRICE: One hundred twenty thousand Dollars
(\$ 120,000.00)
- DEPOSIT: One Percent (1%) of above amount enclosed: Check No. 1076
Make check payable to the Minnesota Title Agency
- Enclosed Purchase Agreement
- Enclosed Housing counseling Certificate 50% or Below of Area Median Income
- Enclosed Pre-Qualified Mortgage Letter 120% or Below of Area Median Income
- Written approval from MSHDA if Homebuyer Assistance exceeds \$30,000.00
- ~~If Submitting for 821 Ash, the MSHDA Verification of Disability and/or Special Medical Needs must be filled out by the applicant, signed by a licensed health care provider and attached to this form.~~

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

SIGNATURE: Timothy Baggett

NAME: Timothy Baggett
Please print

ADDRESS: 29411 Cambridge St.
Please print
Wyandotte, MI 48183
Please print

Phone: (734) 752-0101

CITY OF WYANDOTTE

3131 Biddle Avenue

Wyandotte, Michigan 48192

Telephone: (734) _____

Fax: (734) _____



OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the { City of
Wyandotte, Wayne County, Michigan, described as follows:
 and being
 known as 140 Mulberry 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 hundred
twenty thousand Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon
 the following conditions;

THE SALE TO BE CONSUMMATED BY:

(Fill out one of the four following paragraphs, and strike the remainder)

<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 _____ FHA mortgage in the amount of \$ <u>99,000.00</u> , and pay \$ <u>(1%)</u> down including mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A. Purchaser understands that this Offer to Purchase is being submitted contingent upon Purchaser meeting the following requirements in each category listed below as established by the City of Wyandotte Neighborhood Stabilization Program (NSP): (1) Minimum Percentage of Down Payment: 1% (2) Minimum Credit Score: 640 (3) Employment Status: Employed or being able to show a reliable income source (4) Minimum Debt-Income Ratio: 40%
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser, at Purchaser's cost, as soon as possible Policy of Title Insurance in an amount not less than the purchase price as determined by Purchaser, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement and tax history certified to a date later than the acceptance thereof.
<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.
<i>Purchaser's Default</i>	4. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
<i>Seller's Default</i>	5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this

<p><i>Title Objections</i></p>	<p>agreement.</p> <p>6. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.</p>
<p><i>Possession</i></p>	<p>7. The Seller shall deliver and the Purchaser shall accept possession of said property AT CLOSING.</p>

<p><i>Taxes and Prorated Items</i></p>	<p>8. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with Due Date basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p>
<p><i>Acceptance</i></p>	<p>9. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p> <p>The Seller is hereby authorized to accept this offer and the deposit of <u>1200.00</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. Said check shall be made payable to: MINNESOTA TITLE INSURANCE AGENCY.</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 \$ 120,000.00 which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ 1.00.

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

12. By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer. **THIS IS A LEGAL BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT HELP.**

13. The closing of this sale shall take place at the office of the **City Engineer, 3131 Biddle Avenue, Wyandotte, MI.** However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

14. THE PURCHASER MUST CLOSE THIS TRANSACTION WITHIN 90 DAYS OF THE EXECUTION OF THIS PURCHASE AGREEMENT. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THIS PURCHASE AGREEMENT BECOMING AUTOMATICALLY NULL AND VOID AND FORFEITURE OF DEPOSIT.

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

Witness:

Dated: _____, 2012

Michael Luzzo

Dated: 12/28, 2012

SELLER: City of Wyandot

By: _____

Its: _____

By: _____

Its: _____

PURCHASER:

D. J. Baegert

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____

_____ L. S

Purchaser

ADDENDUM TO PURCHASE AGREEMENT
FOR PROPERTY KNOWN AS 140 Mulberry
Wyandotte, Michigan

- JB 15. The Purchaser acknowledges that The City of Wyandotte (Seller) has provided the Purchaser a "Fair Housing and Equal Opportunity for All" pamphlet issued by the U.S. Department of Housing and Urban Development (HUD).
- JB 16. The Purchaser does hereby grant permission to the City of Wyandotte to use his/her photo and name in any lawful publication for the promotion of the City's Neighborhood Stabilization Program or any other approved City programs by signing photo release labeled Attachment A."
- JB 17. Household includes all persons residing at the current residence or persons living at the current residence during the past twelve (12) months. Purchaser acknowledges that the number of household members or income has not changed since his/her submission of NSP2 application.
- JB 18. Any proposal submissions exceeding one (1) per household will be disqualified. Purchaser acknowledges that they will have not submitted any other proposals for the same NSP2 home.
- JB 19. Purchaser will be responsible for title premium and recording fees, which will be deducted at time of closing.
- JB 20. This Agreement is contingent upon the approval of the Wyandotte City Council and Michigan State Housing Development Authority (MSHDA).
- JB 21. Purchaser will cooperate with the seller to provide seller access to Purchaser's monthly utility bills for the next five (5) years.
- JB 22. Purchaser will be required to sign a Homebuyer Certification and Program Agreement at time of closing.
- JB 23. At closing, the City of Wyandotte will assign to the Purchaser all warranties it has received from the Contractor. It is understood that the term of the warranties began at the agreed upon "Substantial Completion Date." Therefore, the term of such warranties will be less than one(1) year.

Michael Lopez

Dated: 12/28/12

PURCHASER:

JB

SELLER: The City of Wyandotte

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

TIMOTHY J. BAGGETT
244 11 CAMBRIDGE ST.
WOODHAVEN, MI 48183-3718

07/06

12/30/12

Date

1076
6-12/410
812

Pay to the Order of Wine sofa

Order of Twelve hundred dollars in ~~100~~ bills

\$ 1200.00

Dollars



PNC Bank, N.A. 070

For 140 Mulberry

[Redacted signature area]

1 of 2 bags

MP

Head Office

**MSHDA HOMEOWNERSHIP
TRAINING SEMINAR – Eight Hour Seminar**
Certificate of Completion

Timothy Baggett



A handwritten signature in black ink, appearing to read "David Everett", is written over a horizontal line.

David Everett
MSHDA Certified Counselor – Lighthouse Community Development

July 13, 2012
Date

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





2301 Big Beaver Rd Ste 525
Troy Mi 48084

Date: 12-10-2012

Mr. Timothy Baggett

Mortgage Qualification

This letter is to inform you that you are eligible for a mortgage transaction as listed below. Information you have provided regarding credit, assets, employment and income indicate you meet Talmer Bank & Trust's lending guidelines.

Sales Price:	\$130,000
Loan Type:	FHA
Loan Term:	360

This Mortgage Qualification expires sixty (60) days from the date of this letter. (See above)

Respectfully,

Kristin M. Gee

Kristin M Gee
Senior Lender
Talmer Bank and Trust
2301 W Big Beaver Rd Ste 525
Troy Mi 48084
248-866-0157 cell
248-244-6872 office
248-244-6948 fax
www.talmerbank.com/kristingee
NMLS # 718444



Equal Housing
Lender
lopreapprv11 1/7/10

www.talmerbank.com • Toll Free: 1.800.922.5308

Attachment "A"

Photo Release Form

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

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

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

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

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

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

Timothy Baggett 12/28/12
(Applicant's Signature) (Date)
Timothy Baggett 12-28-12
(Printed Name) (Date)

(Co-Applicant's Signature) (Date)
(Printed Name) (Date)

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

(Parent/Guardian's Signature) (Date)
(Printed Name) (Date)

Disclosure Regarding Real Estate Agency Relationships

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

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

- (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
- (b) The performance of the terms of the service provision agreement.
- (c) Loyalty to the interest of the client.
- (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
- (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

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

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

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

SELLER'S AGENTS

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

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

BUYER'S AGENTS

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

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

DUAL AGENTS

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

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

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

TRANSACTION COORDINATOR

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

DESIGNATED AGENCY

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

LICENSEE DISCLOSURE (Check one)

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

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

AFFILIATED LICENSEE DISCLOSURE (Check one)

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

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

Licensee Michael Lopez

Date 12/28/12

Licensee _____

Date _____

ACKNOWLEDGMENT

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

Potential Buyer Seller (check one) David Baggett

Date 12/30/12

Potential Buyer Seller (check one) _____

Date _____

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

LOTTERY FORM TO ACQUIRE NSP2 HOME

Date: 12/20/12

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

RE: File No. 4608 DUE DATE: Wednesday, January 2, 2013

136 Mulberry, 140 Mulberry, 821 Ash, 2320 8th Street, 2456 8th Street

(Please place an "X" next to the home you are submitting a Purchase Agreement on)

In order of preference: 1st 136 Mulberry 2nd 2456 8th 3rd 2320 8th
4th 140 Mulberry 5th _____

THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:

- NSP2 SINGLE - FAMILY SALES PROGRAM GUIDELINES: has read and understands policy.
- INSPECTION: Familiarity with the present condition of premises based on recent inspection.
- COMPREHENSION: Understanding that Purchase Agreement is subject to the Wyandotte City Council approval prior to closing
- PURCHASE PRICE: ONE HUNDRED THIRTY THOUSAND Dollars
(\$ 130,000)
- DEPOSIT: One Percent (1%) of above amount enclosed. Check No. 1044
Make check payable to the Minnesota Title Agency
- Enclosed Purchase Agreement
- Enclosed Housing counseling Certificate 50% or Below of Area Median Income
- Enclosed Pre-Qualified Mortgage Letter 120% or Below of Area Median Income
- Written approval from MSHDA if Homebuyer Assistance exceeds \$30,000.00

NTA If Submitting for 821 Ash, the MSHDA Verification of Disability and/or Special Medical Needs must be filled out by the applicant, signed by a licensed health care provider and attached to this form.

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

SIGNATURE: [Signature]

NAME: EDNA MUDD

Please print

ADDRESS: 38522 SPRUCE DR.

Please print

PLAT ROCK, MN 55134

Please print

Phone: 734-862-3988

CITY OF WYANDOTTE
 3131 Biddle Avenue
 Wyandotte, Michigan 48192
 Telephone: (734) 324-4551
 Fax: (734) _____



OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the { City of
Wyandotte, Wayne County, Michigan, described as follows:
LOT 55 & 56 MOES SUB and being known as 2320 8TH 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, ALL APPLIANCES if any, now on the premises, and to pay therefore the sum of ONE HUNDRED THIRTY THOUSAND (\$130,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

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

<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 <u>FHA</u> mortgage in the amount of \$ <u>67550.00</u> , and pay ONE PERCENT (1%) down including mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A. Purchaser understands that this Offer to Purchase is being submitted contingent upon Purchaser meeting the following requirements in each category listed below as established by the City of Wyandotte Neighborhood Stabilization Program (NSP): (1) Minimum Percentage of Down Payment: 1% (2) Minimum Credit Score: 640 (3) Employment Status: Employed or being able to show a reliable income source (4) Minimum Debt-Income Ratio: 40%
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser, at Purchaser's cost, as soon as possible Policy of Title Insurance in an amount not less than the purchase price as determined by Purchaser, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement and tax history certified to a date later than the acceptance thereof.
<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.
<i>Purchaser's Default</i>	4. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
<i>Seller's Default</i>	5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.

<i>Title Objections</i>	6. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Possession</i>	7. The Seller shall deliver and the Purchaser shall accept possession of said property AT CLOSING.

<i>Taxes and Prorated Items</i>	8. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>Due Date</u> basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
<i>Acceptance</i>	9. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. The Seller is hereby authorized to accept this offer and the deposit of <u>(\$1,300.00)</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. Said check shall be made payable to: MINNESOTA TITLE INSURANCE AGENCY.

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 \$ 130,000.00 which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ 1.00.

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

12. By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer. **THIS IS A LEGAL BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT HELP.**

13. The closing of this sale shall take place at the office of the City Engineer, 3131 Biddle Avenue, Wvandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

14. THE PURCHASER MUST CLOSE THIS TRANSACTION WITHIN 90 DAYS OF THE EXECUTION OF THIS PURCHASE AGREEMENT. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THIS PURCHASE AGREEMENT BECOMING AUTOMATICALLY NULL AND VOID AND FORFEITURE OF DEPOSIT.

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

Witness:

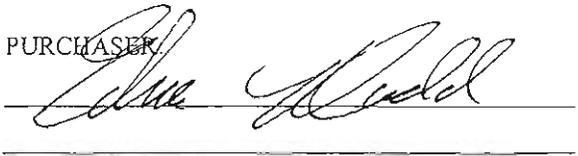
Dated: _____, 2012



Dated: 12-20, 2012

SELLER: City of Wyandotte

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

PURCHASER


PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____

_____ L. S
Purchaser

ADDENDUM TO PURCHASE AGREEMENT
FOR PROPERTY KNOWN AS 2320 8TH
Wyandotte, Michigan

E.M.

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

E.M.

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

E.M.

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

E.M.

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

E.M.

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

E.M.

20. This Agreement is contingent upon the approval of the Wyandotte City Council and Michigan State Housing Development Authority (MSHDA) approval including if required, a mortgage buy down exceeding Thirty Thousand (\$30,000.00) Dollars.

E.M.

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

E.M.

22. Purchaser will be required to sign a Homebuyer Certification and Program Agreement at time of closing.

E.M.

23. At closing, the City of Wyandotte will assign to the Purchaser all warranties it has received from the Contractor. It is understood that the term of the warranties began at the agreed upon "Substantial Completion Date." Therefore, the term of such warranties will be less than one(1) year.



PURCHASER:



Dated: 12.20.12

SELLER: The City of Wyandotte

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

EDNA L. MUDD 03/11
28522 SPRUCE DR.
FLAT ROCK, MI 48134-9771

1043

74-104/724
288

12-20-12
Date

Pay to the Order of MINNESOTA TITLE CO \$ 1300.00
- FIFTEEN HUNDRED ⁰⁰/₁₀₀ Dollars



KeyBank National Association
Flatrock, Michigan 48134
1-800-KEY2YOU® Key.com®

Key Privilege

For 2320 8th ST.

Edna L. Mudd



December 20, 2012

Edna Mudd
28522 Spruce Drive
Flat Rock MI 48134

Dear Ms. Mudd,

Congratulations!! You have been conditionally approved for \$70,000.00 30-Year Fixed FHA Mortgage.

1. Subject to a satisfactory appraisal (5/3 will order)
2. Subject to satisfactory title insurance.
3. Please provide a fully executed purchase agreement
4. This approval is good for 90 days.

Your pre-approval is based on the information provided during the pre-approval application. If your financial situation changes or the documentation you supply at the time of moving forward with the complete application differs from the original information provided, we may need to modify the loan amount and/or product or withdraw the pre-approval.

If you have any questions in reference to this pre-approval, please feel free to call me at (248-603-0697).

Sincerely,

A handwritten signature in cursive script that reads 'Lysa Davis'.

Lysa Davis
Mortgage Loan Originator

Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bancorp. Member FDIC. Upon qualification. The information contained is intended for the sale and exclusive use of the business entities to which it was distributed and is subject to change without notice.



Attachment "A"

Photo Release Form

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

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

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

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

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

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

X [Signature] 11-8-12
(Applicant's Signature) (Date)
[Printed Name] EDIXA MUDD
(Printed Name) (Date)

(Co-Applicant's Signature) (Date)
(Printed Name) (Date)

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

(Parent/Guardian's Signature) (Date)
(Printed Name) (Date)



DUAL AGENCY DISCLOSURE AND AGREEMENT

The undersigned Seller and Buyer acknowledge that DOWNRIVER REAL ESTATE GROUP (office), through its Sales Agent(s) JERALD MILLER and _____ is undertaking a Dual representation for the sale of the property located at 2320 8TH, WYANDOTTE, MI 48192. Seller and Buyer acknowledge they were informed of the necessity of this type of representation due to the unique circumstances of this transaction. Prior to signing this contract they are hereby requested to read the following:

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

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

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

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

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

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

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

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

SELLER _____ DATE _____
JOSEPH R. PETERSON, MAYOR

 _____ 11/08/2012
BUYER _____ DATE _____
EDNA MUDD

SELLER _____ DATE _____
WILLIAM R. GRIGGS, CITY CLERK

BUYER _____ DATE _____

Rev. 06/02

Downriver Real Estate Group 1644 Ford Ave Wyandotte, MI 48192
Phone: 734.284.8888 Fax: 734.284.8307 Jerald Miller

NSP



Disclosure Regarding Real Estate Agency Relationships

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

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
 - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:
 - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
 - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

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

SELLER'S AGENTS

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

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

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

Licensee **JERALD MILLER**

November 8, 2012
Date

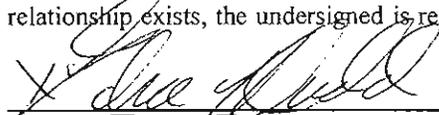
Licensee

Date

ACKNOWLEDGMENT

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

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



Potential Buyer Seller (check one)
EDNA MUDD

November 8, 2012
Date

Potential Buyer Seller (check one)
CITY OF WYANDOTTE

Date

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

CITY OF WYANDOTTE

3131 Biddle Avenue
 Wyandotte, Michigan 48192
 Telephone: (734) 324-4551
 Fax: (734) _____



OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the } City of
Wyandotte, Wayne County, Michigan, described as follows:
LOT 51 MOES SUB and being known as 2456 8TH 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, ALL APPLIANCES if any, now on the premises, and to pay therefore the sum of ONE HUNDRED THIRTY THOUSAND (\$130,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY:

(Fill out one of the four following paragraphs, and strike the remainder)

<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> J.G.	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 <u>FHA</u> mortgage in the amount of \$ <u>76,759</u> , and pay ONE PERCENT (1%) down including mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A. Purchaser understands that this Offer to Purchase is being submitted contingent upon Purchaser meeting the following requirements in each category listed below as established by the City of Wyandotte Neighborhood Stabilization Program (NSP): (1) Minimum Percentage of Down Payment: 1% (2) Minimum Credit Score: 640 (3) Employment Status: Employed or being able to show a reliable income source (4) Minimum Debt-Income Ratio: 40%
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser, at Purchaser's cost, as soon as possible Policy of Title Insurance in an amount not less than the purchase price as determined by Purchaser, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement and tax history certified to a date later than the acceptance thereof.
<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.
<i>Purchaser's Default</i>	4. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
<i>Seller's Default</i>	5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.

J.G.

<i>Title Objections</i>	6. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Possession</i>	7. The Seller shall deliver and the Purchaser shall accept possession of said property AT CLOSING.

<i>Taxes and Prorated Items</i>	8. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>Due Date</u> basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
<i>Acceptance</i>	9. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. The Seller is hereby authorized to accept this offer and the deposit of <u>(\$1,300.00)</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. Said check shall be made payable to: MINNESOTA TITLE INSURANCE AGENCY.

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 \$ 130,000.00 which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ 1.00.

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

12. By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer. **THIS IS A LEGAL BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT HELP.**

13. The closing of this sale shall take place at the office of the City Engineer, 3131 Biddle Avenue, Wvandotte, 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.

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

ADDENDUM TO PURCHASE AGREEMENT
FOR PROPERTY KNOWN AS 2456 8TH
Wyandotte, Michigan

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

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

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

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

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

J.B. 20. This Agreement is contingent upon the approval of the Wyandotte City Council and Michigan State Housing Development Authority (MSHDA) approval including if required, a mortgage buy down exceeding Thirty Thousand (\$30,000.00) Dollars.

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

J.B. 22. Purchaser will be required to sign a Homebuyer Certification and Program Agreement at time of closing.

J.B. 23. At closing, the City of Wyandotte will assign to the Purchaser all warranties it has received from the Contractor. It is understood that the term of the warranties began at the agreed upon "Substantial Completion Date." Therefore, the term of such warranties will be less than one(1) year.



PURCHASER:

X 

Dated: 12/28/12

SELLER: The City of Wyandotte

By: _____

Its: _____

By: _____

Its: _____

Dated: _____



DUAL AGENCY DISCLOSURE AND AGREEMENT

The undersigned Seller and Buyer acknowledge that DOWNRIVER REAL ESTATE GROUP (office), through its Sales Agent(s) JERALD MILLER and _____ is undertaking a Dual representation for the sale of the property located at 2456 8th, WYANDOTTE, MI 48192. Seller and Buyer acknowledge they were informed of the necessity of this type of representation due to the unique circumstances of this transaction. Prior to signing this contract they are hereby requested to read the following:

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

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

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

1. We will treat the Seller and Buyer fairly.
2. We will provide information about the property to the Buyer.
3. We must disclose all Material Facts about the property that are known to us.
4. We will disclose qualifications of the Buyer to the Seller.
5. We can explain real estate terms.
6. We can help the Buyer to arrange for property inspections.
7. We can explain closing costs and procedures.
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2. We cannot disclose the price the Seller will take other than the listing price without written permission of the Seller.
3. We cannot disclose the price the Buyer is willing to pay without written permission of the Buyer.
4. We cannot recommend or suggest a price the Buyer should offer.
5. We cannot recommend or suggest a price the Seller should counter and offer.

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

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

SELLER _____ DATE _____
JOSEPH R. PETERSON, MAYOR

Joseph Gillet _____ 11/08/2012
BUYER _____ DATE _____
JOSEPH GILLET

SELLER _____ DATE _____
WILLIAM R. GRIGGS, CITY CLERK

BUYER _____ DATE _____

Rev. 06/02

Downriver Real Estate Group 1644 Ford Ave Wyandotte, MI 48192
Phone: 734.284.8888 Fax: 734.284.8307 Jerald Miller

NSP

HOMEOWNERSHIP EDUCATION

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

Joseph Gillett



Lighthouse Community Development
HUD Approved Housing Counseling Agency

A handwritten signature in black ink, appearing to read "David Everett", written over a horizontal line.

David Everett

MSHDA Certified Housing Counselor

Date

April 12, 2012

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



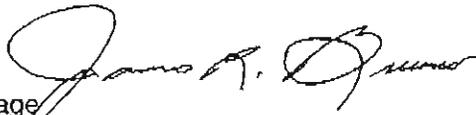
Documentation Requirements

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

- Satisfactory review of property Title Commitment is required prior to closing.
- Satisfactory Homeowners Insurance Binder verifying sufficient coverage and correct loss payee name and address must be received and approved prior to closing.
- Borrower(s) to sign IRS Form 4506 8821
- Borrower to contribute a minimum of 3 % or \$_____ from own resources.
- If Seller is paying closing costs, maximum amount that can be paid is \$_____.
- Seller paid closing costs must be applied first to discount points and prepaid items. The maximum amount of Seller paid closing costs to be applied to closing costs and not discount points or prepaid items is \$_____.
- Settlement Agent to pay city, county, school taxes due and payable within 60 days of closing date and reflect payment on correct HUD-1 line number
- Settlement Agent is prohibited from including any form of 'Photo Identification' in the Legal Package forwarded to the Post Closing Department in Richmond, VA
- Fax HUD-1 to the Lender's Closing Department prior to closing. If changes are needed, the Lender requires a revised HUD-1.
- Other than for loans secured by land only sufficient hazard Insurance coverage, as described on the Lender's General Instruction to Settlement Agent document
- Settlement Agent to complete notary section with all title holders on last page of the mortgage.

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

Sincerely,



CCO Mortgage

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

Loan Processor:

Attachment "A"

Photo Release Form

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

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

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

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

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

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

Joseph Gilbert 8-10-12
(Applicant's Signature) (Date)
Joseph Gilbert 8-10-12
(Printed Name) (Date)

(Co-Applicant's Signature) (Date)
(Printed Name) (Date)

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

(Parent/Guardian's Signature) (Date)
(Printed Name)



Disclosure Regarding Real Estate Agency Relationships

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

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

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

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

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

SELLER'S AGENTS

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

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

BUYER'S AGENTS

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

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

DUAL AGENTS

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

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

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

TRANSACTION COORDINATOR

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

DESIGNATED AGENCY

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

LICENSEE DISCLOSURE (Check one)

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

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

AFFILIATED LICENSEE DISCLOSURE (Check one)

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

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

Licensee **JERALD MILLER**

August 10, 2012
Date

Licensee

Date

ACKNOWLEDGMENT

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

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

Joseph Gillett
Potential Buyer Seller (check one)
JOSEPH GILLETT

August 10, 2012
Date

Potential Buyer Seller (check one)
CITY OF WYANDOTTE

Date

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

⑤

MEETING DATE: January 7, 2013

AGENDA ITEM #

ITEM: Annual Permit for Michigan Department of Transportation for Miscellaneous Operations and other Permits within Free Access State Truckline Right of Way

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 1-3-13

BACKGROUND: The City is required to apply annually for a permit from Michigan Department of Transportation (MDOT) for activities in the State Right-of-Way. Also, the Council is required to designate positions that are authorized to sign said permit. The resolution will authorize the City Engineer, General Manager of Municipal Service and the Police Chief as authorized to apply to the State for necessary permit to work within the State Highway Right-of-Way.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: Approve submission of annual permit and authorize the City Engineer, General Manager of Municipal Service and the Police Chief as the position authorized to apply.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Forward adopted Resolution to MDOT

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *Reviewed by TAD.*

LEGAL COUNSEL'S RECOMMENDATION: *reviewed by B L.*

MAYOR'S RECOMMENDATION: *Approve JRP*

LIST OF ATTACHMENTS: Resolution

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 7, 2013

RESOLUTION by Councilperson _____

BE IT RESOLVED

I move the adoption of the foregoing resolutions.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way," or an "Annual Application and Permit for Miscellaneous Operations Within State Highway Right of Way,"

RESOLVED WHEREAS, the Wyandotte
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under State Highway right of way at various locations; within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. Any work performed for the GOVERNMENTAL AGENCY will be solely as for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof will be the sole responsibility of the GOVERNMENTAL AGENCY.
3. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
4. The GOVERNMENTAL AGENCY It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.

- 5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 6. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 7. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Name	and/or	Title
Mark A. Kowalewski		City Engineer - City of Wyandotte
Melanie McCoy		General Manager - Municipal Service
Daniel Grant		Police Chief - City of wyandotte

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the Wyandotte City Council

(Name of Board, etc)

of the City of Wyandotte of Wayne

(Name of GOVERNMENTAL AGENCY)

(County)

at a Regular meeting held on the 7th day of January day of

2013 A.D.

Signed _____ Title City Clerk

Print Name William R. Griggs

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

6

MEETING DATE: January 7, 2013

AGENDA ITEM #

ITEM: Annual Permit for Maintenance, Pavement Restoration and Special Events performed in the Wayne County Right of Way

PRESENTER: Mark A. Kowalewski, City Engineer

BACKGROUND: The City is required to apply annually for a permit from Wayne County for the following activities in the County Right-of-Way:

1. Sanitary sewer inspection, repair, and routine maintenance.
2. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections.
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.
5. Perform street sweeping operations during daylight hours only.
6. Replace and repair pavement cuts due to utility repairs.
7. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity
8. Use a county road as a detour of traffic around such activity taking place on a non-county road
9. Place a temporary banner with in the county right-of-way

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: Approve submission of annual permit and authorize the City Engineer as the position authorized to apply.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Forward adopted Resolution to Wayne County

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: Reviewed by T AD

LEGAL COUNSEL'S RECOMMENDATION: Renew by B.L.

MAYOR'S RECOMMENDATION: Approve JRP

LIST OF ATTACHMENTS: Resolutions and Applications

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 7, 2013

RESOLUTION by Councilperson _____

BE IT RESOLVED

I move the adoption of the foregoing resolutions.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

RESOLUTION AUTHORIZING EXECUTION
OF ANNUAL MAINTENANCE PERMITS

RESOLUTION DATED: _____

At a Regular Meeting of the City of Wyandotte, City Council on _____ the following resolution was offered:

WHEREAS, the City of Wyandotte (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs and annual maintenance work on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 et seq, the County permits and regulates such activities and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the Community agrees and resolves that:

It will fulfill all permit requirements and will save harmless, represent and defend the County of Wayne and all of its officers, agents and employees to the extent of the City of Wyandotte's insurance coverage;

from any and all claims and losses occurring or resulting to any and all permits, firms, or corporations furnishing or supplying work, services, materials, or supplies to the Community as the result of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road to the extent of the City of Wyandotte's insurance coverage; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on over, and/or under the County right-of-way or any local road to the extent of the City of Wyandotte's insurance coverage except claims resulting from the direct negligence or willful acts or omissions of said County performing permit activities; and

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right of seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this resolution as part of a Permit does not prevent the County for requiring additional performance security or insurance before issuance of a Permit.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force for this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authored to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
Mark A. Kowalewski		City Engineer

I move the adoption of the foregoing resolution.

MOTION BY COUNCILPERSON _____

SUPPORTED BY COUNCILPERSON _____

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

Members Absent _____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the City Council or the City of Wyandotte, County of Wayne, Michigan on _____.

William R. Griggs, City Clerk _____

A

RESOLUTION AUTHORIZING EXECUTION
OF ANNUAL SPECIAL EVENTS PERMITS

RESOLUTION DATED: _____

At a Regular Meeting of the City of Wyandotte, City Council on _____ the following resolution was offered:

WHEREAS, the City of Wyandotte (hereinafter the "Community") requests an annual permit from the County of Wayne Department of Public Services, Engineering division Permit Office (hereinafter the "County") to temporarily close a County road for a parade, event, celebration, block party or similar activity, or, to erect a banner within the County road right-of-way, and the County road or road-right-of-way is located entirely within the boundaries of the Community;

WHEREAS, pursuant to Act 200 of 1969, being MCL 247.323 *et seq*, the County permits and regulates such activities, banners and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such an Annual Permit, the Community agrees and resolves that:

It will fulfill all permit requirements and will save harmless, represent and defend the County of Wayne and all of its officers, agents and employees;

from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the Community as the result of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road, except claims resulting from the direct negligence or willful acts or omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the permit.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right of seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force for this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authored to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
<u>Mark A. Kowalewski</u>		<u>City Engineer</u>
<u>Daniel Grant</u>		<u>Police Chief</u>

I move the adoption of the foregoing resolution.

MOTION BY COUNCILPERSON _____

SUPPORTED BY COUNCILPERSON _____

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

Members Absent _____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the City Council or the City of Wyandotte, County of Wayne, Michigan on _____.

William R. Griggs, City Clerk _____

RESOLUTION AUTHORIZING EXECUTION
OF ANNUAL PAVEMENT RESTORATION PERMIT

RESOLUTION DATED: _____

At a Regular Meeting of the City of Wyandotte, City Council on _____ the following resolution was offered:

WHEREAS, the City of Wyandotte (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct permanent pavement repairs due to emergency repairs on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonable safe and convenient for public travel:

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 et seq, the County permits and regulates such activities, banners and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such an Annual Permit, the Community agrees and resolves that:

It will fulfill all permit requirements and will save harmless, represent and defend the County of Wayne and all of its officers, agents and employees to the extent of the City of Wyandotte's insurance coverage;

from any and all claims and losses occurring or resulting to any and all permits, firms, or corporations furnishing or supplying work, services, materials, or supplies to the Community as the result of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road to the extent of the City of Wyandotte's insurance coverage; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on over, and/or under the County right-of-way or any local road to the extent of the City of Wyandotte's insurance coverage except claims resulting from the direct negligence or willful acts or omissions of said County performing permit activities; and

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right of seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force for this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authored to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
<u>Mark A. Kowalewski</u>		<u>City Engineer</u>

I move the adoption of the foregoing resolution.

MOTION BY COUNCILPERSON _____

SUPPORTED BY COUNCILPERSON _____

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

Members Absent _____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the City Council or the City of Wyandotte, County of Wayne, Michigan on _____.

William R. Griggs, City Clerk _____



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 7, 2013

AGENDA ITEM # 7

ITEM: CDBG PUBLIC HEARING

PRESENTER: Mark Kowalewski – City Engineer *Mark Kowalewski 1-2-13*

INDIVIDUALS IN ATTENDANCE: NA

BACKGROUND: Based on Wyandotte’s population we received Community Development Block Grant (CDBG) dollars thru Wayne County. The county receives grant dollars via Housing Urban Development (HUD). The federal requirements of the program require a public hearing describing how the City will spend the grant dollars. This community will set the public hearing and provide time for public comments after the hearing. After the public hearing a request will be made to Wayne County for CDBG funds for fiscal year 2013.

STRATEGIC PLAN/GOALS: NA

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer setting a public hearing for January 28, 2013.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The grant allows for reimbursement to the City for all monies spent as part of the CDBG program.

IMPLEMENTATION PLAN: Set date for public hearing on January 28, 2013, to hear public comment. See attached resolution.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR’S RECOMMENDATION: *Concur Shydel*

LEGAL COUNSEL’S RECOMMENDATION:

MAYOR’S RECOMMENDATION: *Concur MB*

LIST OF ATTACHMENTS Notice of Public Hearing.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 7, 2013

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 City Clerk to set a public hearing for January 28, 2013 to hear public comments on the proposed distribution of Community Development Block Grant monies.

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
 NOTICE OF PUBLIC HEARING
 AND
 STATEMENT OF OBJECTIVES & PROPOSED USE OF FUNDS

A Public Hearing will be held immediately following the regular session of the Mayor and Council on Monday, January 28, 2013, at 7:00 P.M. in the Council Chambers of the Wyandotte City Hall, 3131 Biddle Avenue, Wyandotte, Michigan. Purpose of the Hearing is to receive suggestions or comments for the 2013-2014 Community Development Block Grant Program. The City of Wyandotte expects to receive an estimated \$143,219 in funding. In addition, the City also plans to request Housing Rehabilitation funds in the amount of \$30,000 and anticipates receiving \$20,000 for Housing Rehabilitation through revolving funds.

The primary objectives of the Community Development Program are to assist low to moderate income families directly or provide benefits in areas where 51% of the residents are low to moderate income, such as replacing the urban infrastructure of streets, improve recreational facilities and programs and assist in meeting special needs of the physically disabled.

Potential Projects and Estimated Amounts:

<u>LOCATION BY CENSUS TRACT/BLOCK GROUP</u>	<u>ACTIVITY</u>	<u>AMOUNT</u>
All streets located in "Income Qualified Areas" Census Tract 5806, Block Group 2	<u>Street Improvements:</u> Repair inadequate portions of concrete and asphalt pavement and curbs	\$116,778
Pennsylvania to North Drive Biddle to Fort	<u>Public Service:</u>	\$12,712
Youth Assistance	\$12,712	
Pennsylvania to North Drive Biddle to Fort	<u>Housing Rehabilitation</u>	\$ 30,000
	<u>Administration</u>	\$ 13,729
	TOTAL:	\$173,219

William R. Griggs, City Clerk

P.O. No.
 Publish: January 9, 2013
 The News Herald

PLEASE SUPPLY US WITH AN AFFIDAVIT OF NOTICE OF PRINTING.

Posted on Community Board from 01/08/13-01/28/13
 Run on City Wide Information Channel 01/08/13-01/28/13

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 7, 2013

AGENDA ITEM #

8

ITEM: Zoning Ordinance Amendment – Article XXI Schedule of Regulations

PRESENTER: Elizabeth A. Krimmel, Chairperson Planning Commission

BACKGROUND: Request from the City Engineer to amend Article XXI Schedule of Regulations - Section 2100 Limiting Height, Bulk, Density and Area by Land Use; Note to Sections 2100(t). It was recommended to change front yard setback for industrial sites on major thoroughfares.

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

ACTION REQUESTED: Adopt a resolution receiving and placing the communication on file and setting first reading of the ordinance.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Adopt Resolution and update Zoning Ordinance

COMMISSION RECOMMENDATION: Approved by the Planning Commission December 20, 2012.

CITY ADMINISTRATOR'S RECOMMENDATION: *Concur*

LEGAL COUNSEL'S RECOMMENDATION: Ordinance prepared by City Attorney

MAYOR'S RECOMMENDATION: *Concur*

LIST OF ATTACHMENTS: Minutes from Planning Commission meeting on December 20, 2012.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: January 7, 2013

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the Planning Commission dated January 7, 2013, is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that said 1st reading be held at tonight's meeting.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning

DeSana

Fricke

Galeski

Sabuda

Stec

Hearing

RESOLUTION

Wyandotte, Michigan
Date: _____

RESOLUTION by Councilperson _____

Supported by Councilperson _____

At a regular session of the City Council of the City of Wyandotte.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE

WHEREAS, this Council by resolution has deemed it advisable and necessary for the health, welfare, comfort and safety of the people of the City of Wyandotte, to vacate the hereinafter described land in the City of Wyandotte, County of Wayne, State of Michigan, as a public alley, more particularly described as:

The north ½ of the twenty foot east-west alley west of Sixth Street south of Vinewood adjacent to Lot 47 and the south ½ abutting Lot 39 Block 69 of the Land Co. Subdivision #1 as recorded in Liber 40 Page 36 Wayne County Records

The vacated alley area will be redivided among the two adjoining property owners. The property at 639 Vinewood (Lot 47) will deed to the City of Wyandotte the west 15.67 feet of the 35 feet portion of the vacated alley. The City of Wyandotte, Vinewood Village Condominium, will deed to the property owner at 639 Vinewood the east 15.67 feet of the 31.34 feet portion of the vacated alley.

WHEREAS, due notice has been given of the hearing of objections to said vacation; and

WHEREAS, said hearing having taken place in accordance with such notice, and _____ objections having been offered, and this Council still being of the opinion that said vacation is advisable; now, therefore,

BE IT RESOLVED that the above described alley shall be and the same is hereby declared VACATED as a public alley, reserving to the City of Wyandotte, a Municipal Corporation of the State of Michigan, its successors and assigns forever and in perpetuity from the date hereof, an easement on, over, under, across, and within the twenty (20) foot right-of-way of the above described alley for the purpose of constructing, operating, maintaining and repairing existing and future public utilities, sewers and drains, and that said City of Wyandotte, its contractors, employees, agents successors, assigns and lessees shall at all times have free ingress to and egress from said alley right-of-way, to construct, operate, maintain and repair said existing and future utility lines of every nature, and sewers and drains.

BE IT FURTHER RESOLVED that there is hereby reserved to the Ameritech, its successors and assigns, an easement on, over, under, across and within said twenty (20) foot wide right-of-way for the purpose of constructing, erecting, operating, maintaining, and repairing its existing and future telephone communication system consisting of poles, lines, wires, cables and apparatus; and that said Ameritech, its contractors, employees, agents, successors and assigns shall at all times have full ingress to and egress from said twenty (20) foot wide right-of-way for said purpose.

BE IT FURTHER RESOLVED that no structures, or any article or thing whatsoever shall be constructed or maintained on, over, under, across, or within the twenty (20) foot right-of-way of the above described alley except the erection of fences by the abutting property owners.

I move adoption of the following Resolution.

COUNCILPERSON _____

SUPPORTED BY _____

YEAS

COUNCILPERSON

Browning

DeSana

Fricke

Galeski

Sabuda

Stec

Absent _____

NAYS

First Reading

AN ORDINANCE ENTITLED

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

CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment.

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

Section 2100 (t) A front and side-yard setback of not less than fifty (50) feet shall be provided for industrial sites on major thoroughfares where the use is warehousing, wholesale, manufacturing, major vehicle repair, metal plating, storage, incinerators, smelting, processes utilizing furnaces, or other similar uses. Such yard shall be landscaped with plant materials (trees, shrubs, and lawn area). All outdoor storage areas shall be screened from public streets by means of walls and/or landscape planting and shall not be visible from public streets. Buildings fronting on public streets shall be constructed of finished materials.

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance shall take effect 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 and inspected.

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

YEAS

BROWNING
DESANA
FRICKE
GALESKI
SABUDA
STEC

ABSENT _____

NAYS

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

CERTIFICATION

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

William R. Griggs, City Clerk

Joseph R. Peterson, Mayor

NOTICE OF ADOPTION

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

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

Reports
+
minutes

Wyandotte, Michigan December 17, 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

Absent: Councilpersons Browning, Stec

COMMUNICATIONS MISCELLANEOUS

Item #1 removed from Agenda.

PERSONS IN THE AUDIENCE

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 17, 2012

AGENDA ITEM #3

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 bringing 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
4th 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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 17, 2012

AGENDA ITEM #4

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

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 17th, 2012 AGENDA ITEM #5

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 goers 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

ITEM #6 REMOVED FROM AGENDA

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 17th, 2012 AGENDA ITEM #7

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

PRESENTER: Mark Kowalewski, City Engineer

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: ok

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 11, 2012 AGENDA ITEM #8

ITEM: TROLLEY RESTORATION

PRESENTER: Mark Kowalewski, City Engineer

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. 101-448-850-530.

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
LEGAL COUNSEL'S RECOMMENDATION:
MAYOR'S RECOMMENDATION:
LIST OF ATTACHMENTS Summary of bids.

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

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: OK
LEGAL COUNSEL'S RECOMMENDATION: n/a
MAYOR'S RECOMMENDATION: OK
LIST OF ATTACHMENTS: N/A

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 17, 2012 AGENDA ITEM #10

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

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

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: OK

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Sales Agreements

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

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.

LIST OF ATTACHMENTS

I. Notification of Intent to Award — CGAP FY 2012 (Round 2)

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	

CITIZENS PARTICIPATION:

NONE

RECESSRECONVENINGROLL CALL

Present: Councilpersons DeSana, Fricke, Galeski, Sabuda

Absent: Councilpersons Browning, Stec

FINAL READING OF 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

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: COUNCILPERSONS DeSana, Fricke, Galeski, Sabuda

NAYS: None

ABSENT: Councilpersons Browning, Stec

I hereby approve the adoption of the foregoing ordinance this 17th 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 17th day of December, 2012.

Dated December 17, 2012

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

RESOLUTIONS

Wyandotte, Michigan December 17, 2012

RESOLUTION by Councilperson James DeSana

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 James DeSana

Supported by Councilperson Sheri Fricke

ROLL ATTACHED

Wyandotte, Michigan December 17, 2012

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council CONCURS with the Superintendent of Recreation, Administrative Trainee, and the Recreation Commission to authorize the Mayor and City Clerk to execute the 2013 Boat Ramp Lease Agreement with George Campbell, 845 Riverbank, Wyandotte in the amount of \$16,200 for the 2013 season which includes six equal payments of \$2,700 each to be made payable by April 30, May 31, June 28, July 31, August 30 and September 25, 2013. AND BE IT FURTHER RESOLVED that all stipulations be adhered to as described in said Contract with the proper insurance to be placed on file in the City Clerk's Office.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Sheri Fricke

YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda

NAYS: None

Wyandotte, Michigan December 17, 2012

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council hereby APPROVES the request of the Special Event Coordinator to contract the services of Bass Note Productions to provide sound for various 2013 special events as follows:

Wyandotte Kids Expo	285-225-925-814	\$300.00
4th of July Parade	285-225-925-826	\$300.00
Christmas Parade & Tree Lighting	295-225-925-825	\$450.00
Vintage Base Ball Game	285-225-925-880	\$150.00

AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Sheri Fricke

YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda

NAYS: None

Wyandotte, Michigan December 17, 2012

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council hereby APPROVES the request of the Special Event Coordinator to contract the services of Richard Paul and Associates for the 2013-Flicks on Bricks as follows:

June 28, 2013	\$1,350
July 26, 2013	\$1,350

to be derived from account # 285-225-925-730-891. AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said contracts.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Sheri Fricke

YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda

NAYS: None

Wyandotte, Michigan December 17, 2012

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council hereby APPROVES the request of the Special Event Coordinator to close Elm Street to Biddle Avenue to First Street, Elm Street from First Street to the Alley between First and Second Street and block the parallel parking spaces on the west side of First Street between Oak and Elm Street for the Flicks on Bricks events to take place on June 28, 2013 and July 26, 2013. AND BE IT FURTHER RESOLVED that the Department of Public Service be directed to assist in said request and the Police and Fire Departments be notified of same.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Sheri Fricke

YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda

NAYS: None

Wyandotte, Michigan December 17, 2012

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council hereby CONCURS with the recommendation of the City Engineer as set forth in his communication dated December 17, 2012. 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 James DeSana

Supported by Councilperson Sheri Fricke

YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda

NAYS: None

Wyandotte, Michigan December 17, 2012

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council CONCURS with the City Engineer and hereby authorizes the acceptance of Michigan Cat's bid of \$22,788.00 for the Trolley repairs from account # 101-448-850-530.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Sheri Fricke

YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda

NAYS: None

Wyandotte, Michigan December 17, 2012

RESOLUTION by Councilperson James DeSana

RESOLVED by the City 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. AND BE IT FURTHER RESOLVED that ornaments, decorations, tree stands and plastic bags MUST BE REMOVED to permit composting of trees. AND FUTHER that said information shall be aired on Cable.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Sheri Fricke

YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda

NAYS: None

Wyandotte, Michigan December 17, 2012

RESOLUTION by Councilperson James DeSana

RESOLVED by the 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 FUTHER 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 sales documents.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Sheri Fricke

YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda

NAYS: None

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: Councilpersons DeSana, Fricke, Galeski, Sabuda

ABSENT: Members: Councilpersons Browning, Stec

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

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 it:

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 DeSana, Fricke, Galeski, Sabuda:

NAYS: None

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Mayor and Council of the City of Wyandotte, County of Wayne, 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, City of Wyandotte, Clerk of County of Wayne

Wyandotte, Michigan December 17, 2012

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that the Council Meetings of December 24, 2012 and December 31, 2012 are hereby CANCELLED due to the Christmas and New Year Holidays.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Sheri Fricke

YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda

NAYS: None

Wyandotte, Michigan December 17, 2012

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that the total bills and accounts in the amount of \$761,582.53 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Sheri Fricke

YEAS: Councilpersons DeSana, Fricke, Galeski, Sabuda

NAYS: None

ADJOURNMENT

MOTION by Councilperson James DeSana

Supported by Councilperson Sheri Fricke

That we adjourn.

Carried unanimously

Adjourned at 8:15 PM

December 17, 2012



Maria Johnson, Deputy City Clerk

FINANCIAL SERVICES DAILY CASH RECEIPTS

DATE 12-19-12
 BEGINNING DATE 12-13-12 AND ENDING DATE 12-19-12
 SALES RECEIPT # 353195 THRU 353203

DESCRIPTION	ACCOUNT NUMBER	KEY CODE	AMOUNT
ACCTS. RECEIVABLE - CITY OF RIVERVIEW	101-000-041-010	AR	<u>17,081.84</u>
MIDWESTERN AUDIT A/R -RESCUE	101-000-041-021	XT	
MISCELLANEOUS RECEIPTS	101-000-655-040	RE	<u>417.08</u>
LIQUOR LICENSE	101-000-600-030	S2	
FINES DIST COURT WYANDOTTE	101-000-650-010	M1	<u>69,908.99</u>
DIST COURT RIVERVIEW CASES	101-000-650-012	M3	<u>14,401.80</u>
WORK FORCE WYANDOTTE	101-000-650-011	M2	<u>6,585.00</u>
WORK FORCE RIVERVIEW	101-000-650-017	M6	<u>735.00</u>
COURT TECHNOLOGY WYANDOTTE	101-000-650-018	M7	<u>2,720.00</u>
COURT DRUG TESTING FEES	101-000-650-020	M9	<u>1,895.00</u>
COURT SCREENING ASSESSMENTS	101-000-650-021	AS	<u>3,195.00</u>
CHEMICAL AWARENESS	101-000-650-024	AW	<u>950.00</u>
STATE DRUNK DRIV/DRUG CASE MGT	101-000-650-013	M4	
PRISONER BILLING	101-000-650-015	M5	
LAND CONTRACT REC. - UDAG	284-000-041-050	AR	
PARKING LOT LOANS	284-000-060-030	AR	
CINGULAR WIRELESS CELLSITE RENT	492-000-655-020	BB	
LAND CONTRACT/TIFA CONSOL.	492-000-041-050	AR	
LAND CONTRACT - TIFA DOWNTOWN	499-000-041-050	AR	
MUNICIPAL SERVICE SEWAGE	590-000-068-010	5A	
SELF INSURANCE REIMBURSEMENT	677-000-670-010	7A	
HEALTH INS. REIMB. - RETIREE	731-000-231-020	3R	
QUARTERLY HEALTH M.S. RETIREE	731-000-670-010	7R	
PD EMPLOYEE PENSION CONTRIB	731-000-392-040	EP	<u>1,864.58</u>
DESANA TRUST	701-000-391-034	DT	<u>90.72</u>
HEALTH INS REIMB	101-000-231-020	MZ	<u>639.93</u>
WAYNE CTY DEL TAX SETTLEMENT	101-000-411-085	MZ	<u>2,748.39</u>
TOTAL MONIES RECEIVED			<u><u>123,233.33</u></u>

TODD A. DRYSDALE
 DIRECTOR OF FINANCIAL SERVICES

WYANDOTTE CULTURAL AND HISTORICAL COMMISSION

DECEMBER 13, 2012

MARX HOME

PRESENT:

Michelle Blankenship	Sue Pilon
Nancy Chascsa	Anne Ronco
Eula Grooms	Don Schultz (6:15)
Ken Munson	

President Michelle Blankenship called the meeting to order at 6:05pm.

MOTION by Sue Pilon, supported by Nancy Chascsa, to approve the minutes of the November, 2012 meeting and the November, 2012 joint meeting with the Wyandotte Historical Society and the Cemetery Committee. MOTION CARRIED, 6-0

Michelle announced that Becca Bearden, Tom woodruff, and Stan Rutkowski are resigning as Commissioners.

PRESIDENT'S REPORT:

MOTION by Sue Pilon, supported by Eula Grooms, to change the meeting time to 6:15. MOTION CARRIED, 6-0

The Commission discussed the Cemetery Committee 's request for support in their effort to ask the City to take ownership of the Oakwood Cemetery. It was decided that while we welcome their enthusiasm, we will not be the oversight group for this endeavor. A letter will be sent to the Cemetery Committee to that effect, and Anne Ronco will have lunch with the Cemetery Committee acting president to discuss how best to approach the City regarding this proposal.

DIRECTOR'S REPORT:

MOTION by Don Schultz, supported by Sue Pilon, to accept the Finance Report pending audit. MOTION CARRIED, 7-0

1. The auction held recently was a success and a profit of \$10,206.40 was realized. Eula Grooms headed this project, which may not be held yearly, depending on how many items are accrued to sell. She will bring proposed procedures for possibly selling some high-end items to dealers as one way to raise revenue. These items come from condemned houses in the City, which the Commission is authorized to salvage.

2. The last Heritage Event Series will be the Christmas Open House December 21 (5:50-8:30) and December 22 (12:00-4:00).
3. Director Jody Egen passed around the City Events Calendar, which is available for sale at the new City Hall. We have representation of our events on that calendar.
4. A copy of the Museum Group Tea Report by Shirley Prygoski was distributed. The teas realized a profit of \$2,306.57.
5. The Marx roof project begins Monday, December 17 and will take about three to four days to complete. The roof will be repaired.
6. The Building and Grounds committee met and surveyed the three properties to determine what repairs need to be made. A list was distributed to the Commission. Our custodian will work on several of these, and next spring others, such as the Marx porches, will be handled next spring. The Historical Society requested a motion activation light for the rear of the Burns and Marx Homes, which we may be able to do with dusk to dawn bulb bases in the current fixtures.
7. The time line has been extended for the basement exhibit gallery.
8. Log Cabin updates will be emailed to Commissioners.
9. We have received \$2,416.93 in captured tax revenues from BASF. This will occur annually.

FRIENDS OF THE MUSEUM:

A letter will be coming from the Friends inviting us to make requests for grant money for the coming year. Anne Ronco will be the representative, along with Ken Munson, to this group.

HISTORICAL SOCIETY:

Anne Ronco will continue as liaison to the Society, with the possibility of a new Commissioner taking this position at a later date.

OLD BUSINESS:

BASF markers: Jody will bring the list of price ranges for these markers to next month's meeting.

Sue Pilon will re-send the file of the Friends brochure to Ken Munson.

NEW BUSINESS:

The Nominating Committee announced that Sue Pilon will run for president of this Commission at the January, 2013 meeting. Ken Munson will run for vice president.

MOTION by Eula Grooms, supported by Nancy Chascsa to accept these nominations. MOTION CARRIED, 7-0

MOTION by Sue Pilon, supported by Ken Munson, to adopt the general operating procedure of rotating the presidency in one year terms. The vice president will assume the presidency the next year and a new vice president will be elected. MOTION CARRIED, 7-0

Sue Pilon is working on a sponsorship package for the Heritage Events Series and will bring this to next month's meeting. Businesses will be asked to sponsor Heritage Series events, either in total or by individual event, at varying rates. The Historical Society will be contacted regarding the Pie & Ice Cream Social and the Mad Hatter Tea, both Heritage Events, but under their sponsorship.

ANNOUNCEMENTS:

Director Jody Egen will be on vacation from December 24 to January 4. Assistant Sarah Schwochow will be available at the office during this time and Jody will check her email frequently.

Director Jody Egen has been nominated to the Michigan Humanities Council and received the congratulations of the Commission.

Respectfully submitted,

Anne Ronco



From the desk of Jody L. Egen

MONEY DEPOSITED WITH THE CITY OF WYANDOTTE TREASURY - AS OF DECEMBER 13, 2012

Log Cabin Rental	\$ 0 - Cash \$ 0 - Checks \$ 0 - Total	Reserve 101-000-257-250-071
Admissions/ Donations	\$ 20.00 - Cash <i>admissions</i> \$ 0 - Check \$ 20.00 - Total	Reserve 101-000-257-250-071
Weddings	\$ 0 - Check \$ 0 - Cash \$ 0 - Total	Reserve 101-000-257-250-071
Marx Rent <i>Deposited 11/14/12</i>	\$ 625.00 - Check \$ 0 - Cash \$ 625.00 - Total	<i>Marx Rental Account</i> 101.000.655.655.021
Auction Proceeds	\$ 10,201.46 - Check \$ 5.00 - Cash \$ 10,206.46 - Total	Reserve 101-000-257-250-071
MHC Major Grant Installment #1	\$ 5,800.00 - Check \$ - Cash \$ 5,800.00 - Total	Reserve 101-000-257-250-071
Friends 2012 Grant	\$ 6,000.00 - Check \$ - Cash \$ 6,000.00 - Total	Reserve 101-000-257-250-071

Total of all deposits: \$ 22,651.46

EXPENSES

HEAT/ GAS		
MacNichol	\$ 352.71	City
Marx	\$ 214.05	City
Log Cabin	\$ 42.87	City
Burns	\$ 149.15	City
<i>Subtotal</i>	\$ 758.78	
WATER		
MacNichol	\$ 98.43	City
Marx	\$ 15.55	City
Log Cabin	\$ 15.75	City
Burns	\$ 15.55	City
<i>Subtotal</i>	\$ 145.28	
ELECTRIC		
MacNichol	\$ 123.13	City
Marx - <i>includes \$53.37 outside 400W</i>	\$ 124.03	City
Burns	\$ 54.42	City
<i>Subtotal</i>	\$ 301.58	

PHONE		
MacNichol	\$ 42.33	City
Marx	\$ 42.33	City
Burns	\$ 219.18	City
<i>Subtotal</i>	\$ 303.84	

Subtotal All Utilities: \$ 1,509.48

MISCELLANEOUS		
Kohls -- Popcorn Popper	\$ 27.02	Reserve
Moose & Squirrel - Live greenery bunting for Museum	\$ 120.00	Reserve
Target - Batteries	\$ 15.50	Reserve
IStock - graphics for Christmas event poster	\$ 25.00	Reserve
Battery Operated Candles.Net - LED candles for campus buildings - 45 total	\$ 405.65	Reserve
Whipple Printing - Christmas Poster	\$ 59.50	Print

Subtotal All Miscellaneous: \$ 652.67

CURRENT BUDGET BALANCES - AS OF THURSDAY, DECEMBER 13, 2012

SUPPLY LINE	BALANCE YEAR TO DATE	2011 BUDGET
Office Supplies	\$ 1,050.00	\$ 1,050.00
Postage	\$ 80.00	\$ 80.00
Building Maintenance & Supplies	\$ 7,400.60	\$ 8,279.00
Printing	\$ 698.00	\$ 800.00
Electric	\$ 5,631.49	\$ 6,700.00
Water	\$ 1,222.02	\$ 1,675.00
Heat	\$ 9,141.68	\$ 10,200.00
Education	\$ 240.00	\$ 240.00
Automobile	\$ 160.00	\$ 160.00
Reserve	\$ 97,445.62	n/a

MINUTES FOR THE RETIREMENT COMMISSION MEETING
WEDNESDAY, DECEMBER 19, 2012, 10 A.M.

ROLL CALL

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

Absent: None

Also Present: William Look, Legal Affairs
Sam Galanis, Oppenheimer
Rob Roquitte, Madison

RESOLUTION ON THE MINUTES

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

COMMUNICATIONS – MISCELLANEOUS

MOTION by Commissioner Lyon, supported by Commissioner Hanson that we approve renewal of MAPERS membership for 2013. UNANIMOUSLY CARRIED

YEAS: Commissioners Brohl, Hanson, Harkleroad, LaManes, Lyon, Sabuda, Swiecki
NAYS: None
MOTION CARRIED

SPECIAL ORDER

Mr. Galanis discussed the November 30, 2012 investment report. Ups and downs will continue throughout the world. We are still implementing a defensive portfolio.

MOTION by Commissioner Swiecki, supported by Commissioner Brohl, that we receive and place on file the November 30, 2012 investment report as submitted by Mr. Galanis. UNANIMOUSLY CARRIED

Mr. Roquitte discussed Madison's investment procedures for the Wyandotte Employees' Retirement System for the third quarter of 2012. Interest rates are expected to go up. This is a fixed income portfolio. Madison has an excellent track record in terms of positive cash generation for the Wyandotte portfolio. Invest in government bonds, corporate bonds and a small amount of cash. Outlook for bonds is not good due to expected increases in interest rates.

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

ADJOURNMENT

MOTION by Commissioner LaManes, supported by Commissioner Hanson that we adjourn at 10:56 AM. UNANIMOUSLY CARRIED



William R. Griggs, Secretary
Wyandotte Employees' Retirement Commission
December 19, 2012

WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Tuesday, December 11, 2012, at 5:05 pm in the Benjamin F. Yack Center.

Members Present:

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

Also Present:

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

Persons in the Audience:

None

Excused:

Recreation Technician Theresa Jamula

A motion was made by Commissioner Prygoski and supported by Commissioner Brennan to approve the minutes of the previous meeting as submitted via e-mail.

CORRESPONDENCE:

Administrative Trainee Justin Lanagan sent a letter to Neal LaDuke, 223 Mulberry, who rented the Copeland Center on Saturday, November 24, 2012, for a 90th Birthday Party. During their event, the handicap entrance door (off the parking lot) was damaged by someone hanging on the door closer, thus breaking the handicap door opening mechanism, rendering the door useless. Mr. LaDuke was informed that we will be repairing the door and he will be responsible for all costs associated with the repair/replacement, less the \$50 security deposit.

INTERDEPARTMENTAL:

None

COUNCIL RESOLUTIONS:

Council resolutions approving to amend the 3rd & Eureka sign guidelines to include displaying the names of returning veterans for a period not to exceed five (5) days with no charge for the posting.

REPORTS AND MINUTES:

Senior Friendship Club Treasurer's Report - November 2012
Golf Course Report - November 2012
Arena Report - October & November 2012
Open Skating Report - November 2012
Account Breakdown - Pay ending 10/31/12 & 11/14/12

SPECIAL ORDER:

Superintendent Knopp stated that he had met with Todd Drysdale regarding the greens keeper position at WSGC. Mr. Drysdale will be meeting with the City of Riverview to discuss various joint ventures.

Superintendent Knopp stated that the GC had approximately a \$68,000-\$69,000 cash flow to the good, due to the great summer weather, the rate increases, plus the fact that Dian O'Donnell had purchased a large portion of the generic fertilizers from last year's budget. No fertilizers were purchased this FY budget.

A letter was received from the Wyandotte Volleyball Program, thanking the Department for the donation of golf gift certificates for their fundraising project.

Superintendent Knopp met with Scott Pifer of Pifer Inc. who supplies our golf carts. We just furnished the 1st year of our 3 year contract (2012-2014) and Mr. Pifer offered us a one year extension (2015) to the contract at the same rate. They displayed and demonstrated the new white carts, with a new and improved battery charging system. The new carts will not come with shields. Hopefully our shields will fit the new carts. Commissioner Prygoski suggested that Superintendent Knopp look into the possibility of purchasing shields, possibly purchasing a few each year. A motion was made by Commissioner Merritt and supported by Commissioner Brennan to hold this in abeyance until we receive pricing information on the shields.

Boat Ramp – Superintendent Knopp stated that before the Boat Ramp bids were even opened, the current operator, George Campbell, spoke with Todd Drysdale and stated that he would be willing to continue to operate the ramp at the same lease payments as in 2012. – 6 payments of \$2,700 = \$16,200. (There were no bids received for this lease agreement.) After discussing this issue with various individuals, Mr. Knopp contacted Mr. Campbell. A motion was made by Commissioner Brennan, supported by Commissioner Merritt, to offer Mr. Campbell the 2013 contract. Superintendent will prepare a letter for the December 17, 2012, Council meeting.

Superintendent Knopp informed the Commission that the idea of having a dog park at Exchange Park was vetoed. The city is currently in negotiations to acquire property near the DPS Bldg.

Superintendent Knopp spoke with Todd Drysdale regarding the Memorial Park Baseball Lighting system. Municipal Service will inspect the lights when the ground freezes and will give us an estimate for a band-aid type repair. Once they start repairing each pole, the problems could snowball into another major project. (Mr. Knopp received an estimate from Musco Lighting in the amount of \$175,000 to replace the entire system.) Rather than repair these lights only to be used a few hours per week, Mr. Knopp felt that repairing the walking track was more of a concern and safety issue. He has received numerous complaints about the poor condition of the track. Mr. Knopp and Greg Meyering, of the Engineering Department, measured and inspected the track and Greg gave an estimate of approximately \$60,000 to fix the bad spots and resurface the entire track. Specs will be prepared to get this project started.

Commissioner Merritt commented on the wood fencing surrounding all the parks in Wyandotte. The Commission would like to see this fencing removed/replaced. Our budget requests for new fencing were denied. We received \$75,000 in TIFA funds and this would be for the renovation of tennis courts and fencing at Pulaski Park. The current courts would be milled down and a new surface would go on top.

Commissioner Prygoski suggested that an inexpensive building be constructed on the concrete slab behind the Pro Shop and that we rent it out for weddings. He feels that we could host numerous weddings at an inexpensive rate. The Commission directed Superintendent Knopp to contact Wilkie-Zanley to come up with plan for an inexpensive design. Commissioner Merritt suggested a roofed shelter with open sides. Commissioner Shiels suggested a large tent.

Superintendent questioned what size facility the Commission desired. Commissioner Prygoski suggested 30x30, holding approximately 100 people.

The Commission reviewed Justin Lanagan's evaluation, submitted by Superintendent Knopp.

The next Commission Meeting will be held on Tuesday, January 8, 2013 at 7:30pm.

There being no further business to discuss, a motion was made by Commissioner Brennan and supported by Commissioner Prygoski to adjourn the meeting at 5:58 pm.

Recorded Minutes Prepared by

Theresa Jamula

Theresa Jamula
Recreation Technician

Authorized by

James R. Knopp

James R. Knopp
Superintendent of Recreation

2013 Wyandotte Recreation Commission Meetings

2ND Tuesday of each month 7:30 pm @ Yack Arena

January 8, 2013	July 16, 2013 **
February 12, 2013 – 5 pm	August 13, 2013
March 12, 2013	September 10, 2013
April 9, 2013	October 8, 2013
May 14, 2013	November 12, 2013
June 18, 2013 **	December 10, 2013

**** Meeting date changed**

(Above schedule is subject to change & notices will be posted.)

01- 101
December 13, 2012

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan, was held at the office of the Commission On Thursday, December 13, 2012 at 4:07 P.M.

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

General Manager
& Secretary - Melanie McCoy

Also Present - Paul LaManes
Rod Lesko
CATV Volunteer

HEARING OF PUBLIC CONCERN

None

CLOSED SESSION FOR PERSONNEL MATTERS

MOTION by Commissioner Figurski and seconded by Commissioner Sadowski to go into closed session for Personnel Matters 4:08 p.m.

Commissioner Cole asked that roll be called.

YEAS: Commissioner Cole, Figurski, Lupo, Sadowski

NAYS: None

MOTION by Commissioner Delisle and seconded by Commissioner Figurski to open closed session at 5:11 p.m.

LETTERS OF RESIGNATION

Letter of resignation from James French last date January 4, 2013.
Letter of resignation from Melanie McCoy last date February 1, 2013.

MOTION by Commissioner Sadowski and seconded by Commissioner Figurski to accept letters of resignation from James French and Melanie McCoy.

Commissioner Sadowski would like to thank James French and Melanie McCoy for all that they have done for Wyandotte Municipal Service.

Commissioner Figurski would like to thank James French and Melanie McCoy for all that they have done for Wyandotte Municipal Service.

Commissioner Cole asked that roll be called.

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

NAYS: None

Commissioner Cole also would like to thank Mr. French and Melanie McCoy for all that they have done.

ACTING GENERAL MANAGER & SECRETARY TO COMMISSION

MOTION by Commissioner Sadowski and seconded by Commissioner Figurski to have Rod Lesko as the Acting General Manager & Secretary to Commission. And change Paul LaManes title to Assistant General Manager.

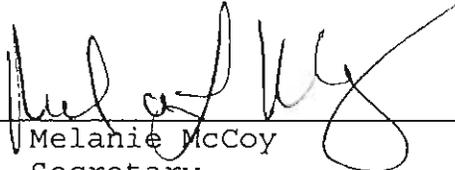
Commissioner Cole asked that roll be called.

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

NAYS: None

Commissioner DeLisle would like to thank James French and Melanie McCoy for all that they have contributed to the Wyandotte Municipal Service.

Motion By Commissioner DeLisle and seconded by Commissioner Figurski to now adjourn. 5:13 P.M.



Melanie McCoy
Secretary

01- 98
December 11, 2012

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan, was held at the office of the Commission On Tuesday, December 11, 2012 at 5:00 P.M.

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

General Manager
& Secretary - Melanie McCoy

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

APPROVAL OF MINUTES

MOTION by Commissioner Figurski and seconded by Commissioner DeLisle to approve the November 27, 2012 regular session Municipal Service Commission meeting minutes.

HEARING OF PUBLIC CONCERN

None

JOB POSTING DUE TO RETIREMENT

MOTION by Commissioner DeLisle and seconded by Commissioner Figurski to receive and place on file the Full Time Collection Clerk Position and the Part Time Collection Clerk Position.

2013 COAL PURCHASING STRATEGY

Presentation from Jack Grinwis on Coal Purchasing Strategy 2013.

REPORTS/COMMUNICATIONS

- A. Cash Reports
- B. Monthly Financials.

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

Commissioner Cole asked that the roll be called.

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

NAYS: None

APPROVAL OF VOUCHERS

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

# 5134	\$	(845.00)
# 5135	\$	(7,051.00)
# 5136	\$	300,631.19
# 5137	\$	761,830.67

Commissioner Cole asked that the roll be called.

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

NAYS: None

LATE ITEMS

None

REQUEST TO GO INTO CLOSED SESSION FOR PERSONNEL MATTERS

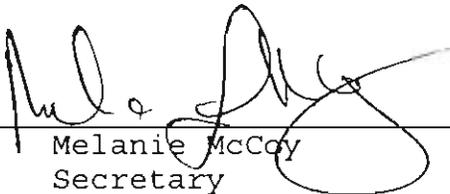
MOTION by Commissioner DeLisle and seconded by Commissioner Figurski to go into Closed Session 5:17 P.M.

Commissioner Cole asked that the roll be called.

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

NAYS: None

Motion By Commissioner DeLisle and seconded by Commissioner Sadowski to now adjourn. 6:50 P.M.



Melanie McCoy
Secretary

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, December 20, 2012, Meeting
MINUTES AS RECORDED

The meeting was called to order by Chairperson Elizabeth A. Krimmel at 6:30 p.m.

COMMISSIONERS PRESENT: Adamczyk, Duran, Eberts, Krimmel, Lupo, Schultz, Tavernier

COMMISSIONERS EXCUSED: Hovis, Parker

ALSO PRESENT: Charles Leman
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

1. MOTION by Commissioner Schultz, supported by Commissioner Tavernier to receive and place on file all communications. MOTION PASSED

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER SCHULTZ, supported by Commissioner Tavernier to approve the minutes of the Regular Meeting of November 15, 2012. MOTION PASSED.

OLD BUSINESS:

None

NEW BUSINESS:

1. **PUBLIC HEARING** - Request from the City of Wyandotte to consider changes to the City of Wyandotte's Zoning Ordinance Article XXI Schedule of Regulations - Section 2100 Limiting Height, Bulk, Density and Area by Land Use: Notes to Section 2100 (t). This proposed change is as follows:

Section 2100 (t) A front and side-yard setback of not less than fifty (50) feet shall be provided for industrial sites on major thoroughfares where the use is warehousing, wholesale, manufacturing, major vehicle repair, metal plating, storage, incinerators, smelting, processes utilizing furnaces, or other similar uses. Such yard shall be landscaped with plant materials (trees, shrubs, and lawn area). All outdoor storage areas shall be screened from public streets by means of walls and/or landscape planting and shall not be visible from public streets. Buildings fronting on public streets shall be constructed of finished materials.

MOTION BY COMMISSIONER SCHULTZ, supported by Commissioner Eberts that the Commission concurs with the recommendation of the changes to the City of Wyandotte Zoning Ordinance entitled Article XXI Schedule of Regulations – Section 2100 Limiting Height, Bulk, Density and Area by Land Use as recommended by the City Engineer and refers same to the City Council.

YES: Adamczyk, Duran, Eberts, Krimmel, Lupo, Schultz, Tavernier

NO: None

ABSENT: Hovis, Parker

MOTION PASSED

PERSONS IN THE AUDIENCE:

No persons in audience.

SPECIAL ORDER:

- Mr. Leman supplied the Commission with census data on Wyandotte. Also, Mr. Leman supplied descriptions of Master Plan Land Use Classifications. Mr. Leman indicated that this information will help the Commissioners with the Master Plan review. Mr. Leman indicated that he would like the Commissioner's comments on the Master Plan by January 17th Commission meeting.
- Commissioner Schultz asked Mr. Leman if he could look into the regulations of group homes. Commissioner Schultz indicated that group homes are popping up and he would like to know the state law and what the process is. Mr. Leman stated that he would look into it and get back with the Commission.
- MOTION BY COMMISSIONER DURAN, supported by Commissioner Lupo to approve the Planning Commission's Schedule of Meetings and Filing Dates for 2013.

YES: Adamezyk, Duran, Eberts, Krimmel, Lupo, Schultz, Tavernier

NO: None

ABSENT: Hovis, Parker

MOTION PASSED

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER SCHULTZ, supported by Commissioner Tavernier to:
Pay Beckett & Raeder for Planning Consultant fee for December in the amount of \$700.00
Pay Beckett & Raeder for Master Plan Update: \$2,475.00
Hours for Secretarial Services: 11/01/12 – 11/27/12 7 Total Hours

YES: Adamczyk, Duran, Eberts, Krimmel, Lupo, Schultz, Tavernier

NO: None

ABSENT: Hovis, Parker

MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER EBERTS, supported by Commissioner Duran to adjourn the meeting at 7:00 p.m.

PUBLIC HEARING - Request from the City of Wyandotte to consider changes to the City of Wyandotte's Zoning Ordinance Article XXI Schedule of Regulations - Section 2100 Limiting Height, Bulk, Density and Area by Land Use: Notes to Section 2100 (t)

Chairperson Krimmel opened the Public Hearing and asked if there was anyone present who wished to speak about this public hearing.

Chairperson Krimmel read the proposed change to the Ordinance.

Mr. Leman explained the proposed changes would encourage development. Mr. Leman stated that the old ordinance restricts the front yard setback and the proposed ordinance makes the setback the same as other zoning districts.

Chairperson Krimmel asked if there was anyone else present who wished to speak about this public hearing.

There being no more questions, the public hearing was closed.

No communications were received regarding this hearing.
