

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION  
MONDAY, FEBRUARY 11, 2013 , 7: 00 PM  
PRESIDING: THE HONORABLE JOSEPH R. PETERSON, MAYOR  
CHAIRPERSON OF THE EVENING: THE HONORABLE JAMES R. DESANA

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

PRESENTATIONS:

PRESENTATION BY THE WYANDOTTE BUSINESS ASSOCIATION  
INTRODUCING KIM PHILLIPS OF  
MERLE NORMAN  
ON BIDDLE AVENUE

\*\*\*\*\*

PRESENTATION BY WOMEN OF WYANDOTTE  
ANNOUNCEMENT OF WOMEN-OF-THE-YEAR HONOREES

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

1. Communication from the Special Events Coordinator regarding the 2013 Fishing Derby to be held on Saturday, June 1, 2013 at the Bishop Park fishing pier from 10:00 a.m. to 12:30 p.m.

2. Communication from the Superintendent of Recreation submitting the Golf Car Lease Agreement Extension -2015 with Pifer, Inc.
  
3. Communication from the Superintendent of Recreation submitting the Yack Arena Rental Contracts for 2013.
  
4. Communication from the Special Events Coordinator regarding the Apostolic Lighthouse Church Gospel Festival to be held at the Bishop Park on August 23, 24, & 25, 2013.
  
5. Communication from the Special Events Coordinator submitting an application for Walk MS Wyandotte to be held on Saturday, May 18, 2013.
  
6. Communication from the Special Events Coordinator regarding the Independence Day Parade to be held on Thursday, July 4, 2013.
  
7. Communication from the Special Events Coordinator submitting Hold Harmless Agreements for the 4th of July Parade and Christmas Parade.
  
8. Communication from the Museum director relative to the WWII Victory Rally Event to be held on Saturday, July 20, 2013 at the Yack Arena.
  
9. Communication from the Assistant General Manager of Municipal Service relative to the Salary Adjustment for the Acting General Manager of Municipal Service.
  
10. Communication from the Assistant General Manager of Municipal Service regarding the FY2013 Cable I/T Capital Budget.

11. Communication from the Acting General Manager regarding the purchase of a Ford F-650 Dump Truck for the Water Department.

12. Communication from the City Administrator regarding financing-Biddle/Mulberry Medical Office Development-Dr. Atto.

13. Communication from the City Engineer relative to the Neighborhood Stabilization Program (NSP2) Easement at 2064-5th Street.

14. Communication from the City Engineer regarding the Neighborhood Stabilization Homes (NSP2) Lottery to be held on February 25, 2013.

CITIZENS PARTICIPATION:

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	February 7, 2013	\$178,405.61
Municipal Service Commission	January 8, 2013	
Wyandotte Cultural & Historical Commission Meeting with the Historical Society and Oakwood Cemetery Association	November 8, 2013	
Wyandotte Cultural & Historical Commission Meeting	November 8, 2013	

# \* PRESENTATION \*

February 7, 2013

The WBA would like to present to Mayor and Council new business owner in town, Ms. Kim Phillips of Merle Norman on Monday February 11, 2013. Thank you!

Lynn Steffensky

WBA

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR

# \* PRESENTATION \*



JOSEPH R. PETERSON  
MAYOR

COUNCIL

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

DATE: February 7, 2013

TO: William R. Griggs  
City Clerk

FROM: Rosanne Flachsmann  
Office of the Mayor & City Council

SUBJECT: PRESENTATIONS AT 2-11-13 COUNCIL MEETING

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**Monday, February 11, 2013**

**Presentation by Women of Wyandotte  
Announcement of Women-of-the-Year Honorees**

Please place this item at beginning of the agenda as you have so kindly done in the past. Feel free to contact me at X4544 if you have any questions. Thank you.

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

1

MEETING DATE: February 11<sup>th</sup> 2013

AGENDA ITEM # \_\_\_\_\_

ITEM: Fishing Derby 2013

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: The City of Wyandotte has a strong commitment to area youth. On Saturday June 1<sup>st</sup>, 2013, we would like to have permission to continue the following popular youth event.

1. The 26<sup>th</sup> Annual Wyandotte Fishing Derby at the Bishop Park fishing pier from 10 a.m. to 12:30 p.m.

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: Adopt a resolution authorizing the continuation of this event, and the DPS be notified to close the Fishing Pier to the general public from 9 a.m. to 1 p.m. that day for the Fishing Derby.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

None

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: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: OK *3/24/13*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: OK *JRP 3/24/13*

LIST OF ATTACHMENTS:

None

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan  
Date: February 4, 2013

RESOLUTION by Councilman \_\_\_\_\_

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the use of the Bishop Park Fishing Pier for the Fishing Derby, to be held June 1<sup>st</sup> from 9 am to 1 pm.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Browning  
DeSana  
Fricke  
Galeski  
Sabuda  
Stec

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

2

MEETING DATE: February 11, 2013

AGENDA ITEM #

**ITEM: Pifer, Inc. Golf Car Lease Agreement Extension - 2015**

**PRESENTER:** James R. Knopp, Superintendent of Recreation

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

**BACKGROUND:** Pifer, Inc. of Holly, MI contacted the Recreation Department and offered to extend the 2012-2014 Golf Car Lease Agreement to include the 2015 at the current lease payment of \$24,699.96

**STRATEGIC PLAN/GOALS:** Continued operation of the Golf Course

**ACTION REQUESTED:** Adopt a resolution concurring with the Superintendent of Recreation and Recreation Commission's recommendation to have the Mayor and City Clerk sign the 2015 lease extension with Pifer, Inc.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 525-750-825-780-550

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

**COMMISSION RECOMMENDATION:** At their January 9, 2013 meeting, the Recreation Commission approved this lease extension for 2015.

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur with recommendation. *D. Rydalski*

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

**MAYOR'S RECOMMENDATION:** Concur with recommendation. *JRP My JNO*

**LIST OF ATTACHMENTS:** 2015 Lease Extension

**RESOLUTION:**

Wyandotte, Michigan  
Date: February 11, 2013

RESOLUTION by Councilman \_\_\_\_\_

**Resolved by the City Council that Council hereby approves the one year lease agreement extension for 2015 with Pifer, Inc., of Holly, Michigan, for 38 reconditioned gas and electric E-Z-Go golf cars w/tops in the amount of \$24,699.96 per year.**

I move the adoption of the foregoing resolution.

MOTION by  
Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

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

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



MAYOR  
Joseph Peterson

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Daniel Galeski  
Leonard T. Sabuda  
Lawrence Stec

February 1, 2013

JAMES R. KNOPP, SUPERINTENDENT OF RECREATION  
RECREATION, LEISURE & CULTURE DEPARTMENT  
jknopp@wyan.org

Honorable Mayor Joseph Peterson  
and City Council  
City of Wyandotte

Dear Mayor Peterson and Council Members:

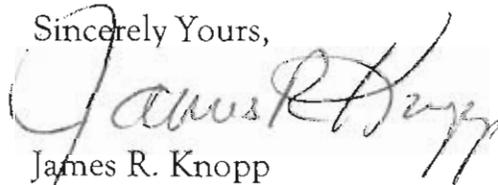
At the meeting of January 9, 2013, the Wyandotte Recreation Commission reviewed information compiled by the Superintendent of Recreation for the acceptance of a one year lease agreement extension with Pifer, Inc., of Holly, Michigan, for 38 reconditioned gas and electric E-Z-Go golf cars w/tops.

The new lease extension for 2015 is a full-service lease for \$650 per cart/per year, the same as in the previous three years.  
Yearly payments are as follows:

- 2012 - \$24,699.96
- 2013 - \$24,699.96
- 2014 - \$24,699.96
- **2015 - \$24,699.96**

A motion was made by Commissioner Brennan, and supported by Commissioner Loya, to recommend to your honorable body the acceptance of this lease agreement extension for the 2015 season, and authorize the Mayor and Clerk to sign the lease extension.

Sincerely Yours,



James R. Knopp  
Superintendent of Recreation

JRK:tj

Tj:mc-Golf Cars 2015 Ext2015 Ext

LEASE AGREEMENT

Pifer Inc. (hereinafter called "Lessor"), 8341 E. Holly Rd. Holly, MI 48442

hereby agrees to lease to Wyandotte Golf Course (hereinafter called

"Lessee"), with its principal place of business 3625 Biddle St. Wyandotte, MI 48192,

the personal property specified herein under the following terms and conditions of this Agreement dated November 21, 2012

1. **EQUIPMENT** – The term Equipment as used herein shall refer to the items listed on Schedule B which is attached hereto and incorporated herein by reference. Lessee acknowledges that the Equipment is of a size, design, description, and manufacture as selected by Lessee, and that Lessee is satisfied that the Equipment is suitable for Lessee's purposes.
2. **TERM** – The term of the lease is non-cancellable and shall commence upon the actual delivery to Lessee of the Equipment ~~at~~ any portion thereof and continue for a period ending 36 months after the first day of the 1st month succeeding the commencement date.
3. **RENT** – Lessee agrees to remit to Lessor payments as specified on Schedule A, which is attached hereto and incorporated herein by reference. Any payment past due shall accrue late charges from the due date at the lower of (a) Lessor's then prevailing late charge rate, or (b) the highest rate permitted by law.

Each payment made pursuant to this Lease shall be applied first to any charges or other expenses due under the terms of this Lease and the remaining balance, if any, to any Rent then due.
4. **WARRANTIES** –
  - (a) Lessee acknowledges that Lessor is not the manufacturer or seller of the Equipment. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF THE EQUIPMENT, OR ITS FITNESS FOR A PARTICULAR PURPOSE, OR THE DESIGN OR CONDITION OF THE EQUIPMENT, OR THAT THE EQUIPMENT SATISFIES THE REQUIREMENTS OF ANY LAW, GOVERNMENTAL REGULATION, CONTACT, OR SPECIFICATION.
5. **TITLE TO EQUIPMENT** – Lessee shall have no right, title or interest in the Equipment, except a leasehold interest to possess and use the Equipment during the term of the lease subject to the terms hereof. The Equipment is and shall remain personal property and shall not become part of Lessee's physical plant. Lessor shall have the right to display notice of its ownership on the Equipment by affixing to each piece of Equipment in a conspicuous place such metal plate, or other form of notice that Lessor may reasonably require and Lessee will not alter, deface, cover, obscure, or remove such ownership notice. Except as provided in Section 20, upon termination of this Lease, Lessor shall be entitled to all Equipment leased herein and the Lessor or the Lessor's designates shall have the right to enter the Lessee's premises and remove same. It is understood and agreed that for all purposes this Agreement is intended to be a lease and that Lessee does not hereby acquire right, title, or interest to any Equipment leased hereunder, except the right to use the same under the terms provided herein.
6. **LIENS AND ALTERATIONS** – Lessee will keep Equipment free from any liens, claims or encumbrances and will not without the prior written consent of Lessor, make or suffer any changes, alterations, improvements or remove any parts, accessories or attachments other than in the course of routine maintenance.
7. **USE OF EQUIPMENT** – Lessee agrees and warrants that the Equipment leased herein will not be used or operated in violation of any law, ordinance or governmental regulation.
8. **ASSIGNMENT** – This Agreement and all rights of Lessor hereunder may be assigned by Lessor at any time without Lessee's consent, and after notice to Lessee of such assignment, Lessee agrees thereafter to make all lease payments hereunder to Lessor's assignee. In the event of any such assignment, the Lessee agrees that it shall not assert against Lessor's assignee, any defense, deduction, claim, counter claim or set off which Lessee may have against Lessor, whether arising out of this agreement or any other transaction or otherwise. After any such assignment all references to "Lessor" herein shall refer to the Lessor's assignee, and such assignee shall have all rights, privileges and remedies of Lessor hereunder. Lessee shall not sell, transfer, assign, sublease, convey or pledge its interest in or to this Lease or the Equipment without the prior written consent of Lessor and any such sale, transfer, assignment, sublease, conveyance or pledge, whether by operation of law or otherwise, without the prior written consent of Lessor shall be void. Should the Lessee sell the golf club, he will notify the Lessor and the Lease Agreement will be transferred to the new owner.
9. **STORAGE** – The Lessee assumes the responsibility for the safe housing indoors or under suitable cover of Equipment during the night and non-utilized periods. The Lessee shall be required to repair all flat tires. Additional tires mounted or rims will be provided by the Lessor.
10. **INSPECTION BY LESSOR** – Lessee agrees that Lessor or Lessor's agent shall have the right, during Lessee's normal operating hours, to inspect the Equipment and the maintenance records of the Equipment. Upon inspection, Lessor may serve written notice to Lessee should there be incidence of noncompliance with the terms of this Agreement. If after ten (10) days from the date of such notice said non-compliance has not been corrected to the reasonable satisfaction of Lessor, Lessor shall have the option to:
  - (A) effect the necessary repairs and collect the cost of said repairs from Lessee;
  - (B) take possession of the subject Equipment and collect from the Lessee the cost of repairing the Equipment, all owing and unpaid lease payment and an amount equal to six times the monthly rental payment;
  - (C) declare Lessee in default of this Agreement, and proceed to exercise its rights under Section 16 hereof.
11. **INSURANCE** – Lessee will, at its sole expense, carry hazard

- property damage, and public liability insurance with respect to the Equipment and the use thereof, in such amounts and with such insurers as are reasonably satisfactory to Lessor, and such insurance policies shall name Lessor as an insured thereunder, and provide for at least thirty (30) days written notice of cancellation to Lessor. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability if any, and the balance to Lessee. The proceeds of any fire, theft and extended coverage insurance with respect to the Equipment shall be payable solely to Lessor and shall be applied by Lessor toward the payment of Lessee's obligations hereunder and any balance of the proceeds shall be the property of the Lessor, provided that at Lessor's option such proceeds may be used for the repair or replacement of the affected Equipment.
12. **PERFORMANCE OF OBLIGATIONS OF LESSEE BY LESSOR** – If Lessee fails to timely and properly perform any of its obligations hereunder, Lessor may, but shall not be obligated to perform such obligations on behalf of Lessee, and the cost of such performance and the amount of the reasonable expenses of Lessor incurred in connection with such performance together with late charges of the rate specified in section 3 for late payments, shall be payable by Lessee upon demand by Lessor and such action by Lessor shall not be deemed a cure or waiver of any default of Lessee hereunder. Gasoline, E-Z Go Oil, or electricity required for the operation of said cars shall be furnished by the Lessee. Lessee agrees that he will not permit any other electrical or mechanical golf cars to be operated on said golf course except for member-owned cars. Lessee also agrees the golf car will not be used as a maintenance vehicle, carrying refreshments, or picking up balls from the driving range.
13. **LOSS OR DAMAGE** – Lessee shall bear the entire risk of loss, theft, partial or complete destruction, or damage of any Equipment from any cause whatever, whether or not insured against. In the event of loss or damage to any Equipment heretofore stated, Lessee shall pay to the Lessor the sum of the following:
- (A) all rent and all other sums due and owing in respect to such unit at time of such loss or damage plus;
- (B) a residual value as specified on schedule A which is attached hereto.
- Upon Lessor's receipt of such payment, Lessee shall be entitled to Lessor's interest in such Equipment, for salvage purposes, in its then condition and location, "AS IS", "WHERE IS".
14. **TAXES** – Lessee will pay, or reimburse Lessor, for any and all sales use, property and any other taxes now or hereafter imposed by any state, federal or local government based upon the ownership, leasing, renting, sale or possession or use of the Equipment whether the same be assessed to the Lessor or Lessee, together with any penalties or interest in connection therewith, except taxes imposed or measured by the net income of the Lessor.
15. **INVESTMENT TAX CREDIT INDEMNIFICATION** – It is hereby agreed that Lessee shall indemnify and hold harmless Lessor from and against any loss or liability incurred by Lessor by reason of any disposition or other disqualifying use of the Equipment by Lessee affecting the Investment Tax Credit allowed for the Equipment under the Internal Revenue Code of 1954, as amended.
16. **DEFAULT** – The occurrence of any of the following events shall, at the option of the Lessor, terminate this lease and Lessee's right to possession of the Equipment.
- (A) the default by Lessee under any term, covenant, or condition of this lease;
- (B) any act of bankruptcy or insolvency or reorganization or

- receivership or assignment or levy by or against Lessee. Upon the happening of any of the above events, Lessor reserves the right to:
- (A) enter any premises where any Equipment shall be located and remove or retain same without being liable to any suit, action, defense or other proceeding by Lessee;
- (B) sell at public or private sale or lease any portion of said Equipment, and apply the proceeds of such sale or lease, after deducting all costs incurred by Lessor including, but not limited to repair costs, recovery fees, storage costs, and attorney's fees, against the amounts then due or thereafter to become due by Lessee under the Lease. If such proceeds are less than the present amounts due plus any future amounts due, Lessee shall immediately pay Lessor the difference;
- (C) recover from Lessee all amounts due or to become due herein and/or
- (D) pursue any other remedy at law or in equity whether or not covered in this Agreement.
17. **NOTICE AND PAYMENTS** – All communications which may be or are required by Lessor or Lessee shall be in writing. Communications to the Lessor shall be addressed to:
- PIFER INC.**
18. Such option shall be exercised by giving Lessor written notice of same no later than 30 days prior to the expiration of this Lease. The purchase price for the Equipment shall be as stated in Schedule A which is attached hereto. Lessee shall take title to the Equipment "AS IS, WHERE IS."
19. **SAVING CLAUSE** – In the event that any terms and provisions of this Agreement are in violation of, or prohibited by, any law, statute or ordinance of the state, or country in which it is used, the remainder of this Agreement shall not be invalidated.
20. **INDEMNIFICATION** – Lessee hereby agrees to indemnify, defend and hold Lessor, its agents, employees, successors and assigns, harmless from any and all claims, actions, demands, losses, damages, fines, penalties and liabilities, including expenses and attorney's fees and from any and all injuries or deaths of persons or damage to property, however arising, from or incident to this Lease Agreement and the action contemplated herein.
21. **ADDITIONAL DOCUMENTS** – Lessee agrees to execute, or obtain and deliver to Lessor, at Lessor's request, such additional documents as Lessor may reasonably deem necessary to protect Lessor's interest in the Equipment and in this Agreement, including, without limitation, financing statements, landlord's waivers, and mortgagee's waivers, Lessee shall pay, or reimburse Lessor on demand any filing fees or expenses incurred in connection with such additional documents. The execution of financing statements, or the filing of the same shall be for information purposes only and shall not be construed as an intention by the parties that the Equipment is being sold to Lessee under this Agreement.
22. **ENTIRE AGREEMENT** – The parties agree that this instrument, together with attached Schedules and Addenda (if any) constitute the entire Agreement between the parties and that no verbal understanding not incorporated in this document is binding upon either party. Both parties covenant to fulfill the obligations imposed upon them and waive any specific rights granted by state laws which might allow them to evade their respective responsibilities.

23. The following schedule or schedules is/are hereby made part of this Agreement.

Schedule \_\_\_\_\_

Schedule \_\_\_\_\_

Schedule \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto, authorize their proper officers to execute this Agreement on the day and year first written above.

In the Presence of:

\_\_\_\_\_

LESSOR \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

In the Presence of:

\_\_\_\_\_

LESSEE \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**

Equipment Description 38 Reconditioned Gas & Electric E-Z-Go Golf Cars W/Tops

Serial No. \$650.00 Per Car Per Year

Full Service Lease  
1 Free Beverage Car

Payment Schedule (not including sales tax) -- Payment due on the 1st of the month.

	2013	2014	2015		
April	\$4,116.66	\$4,116.66	\$4,116.66	_____	_____
May	\$4,116.66	\$4,116.66	\$4,116.66	_____	_____
June	\$4,116.66	\$4,116.66	\$4,116.66	_____	_____
July	\$4,116.66	\$4,116.66	\$4,116.66	_____	_____
August	\$4,116.66	\$4,116.66	\$4,116.66	_____	_____
September	\$4,116.66	\$4,116.66	\$4,116.66	_____	_____

Lessee \_\_\_\_\_

Lessor \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

SCHEDULE B

1. **LEASED PROPERTY:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following machinery and equipment together with all current or subsequent attachments, accessories, tools, and substitutions (the "Leased Property"):

Model and Description

Serial Number

2. **LOCATION OF LEASED PROPERTY:** The Leased Property shall be located by Lessee at the following address and shall not be moved or relocated without Lessor's prior written consent:

3. **INSTALLATION:** Lessee shall be responsible at its sole expense: (1) for all start-up costs; (2) for delivering all consents reasonably necessary in Lessor's judgment for installation use and removal of the Leased Property; and (3) for obtaining all permits, waivers of encumbrances and evidence of recordation reasonably necessary in Lessor's judgment with respect to the premises where the Leased Property is being installed. Lessor may elect (but is not obligated) to obtain such approval or to discharge such encumbrances, and in that event, Lessee shall reimburse Lessor promptly upon receipt of notices thereof. If installation is delayed for any reason other than Lessor's failure to tender the Leased Property, all charges shall still be due from and after the date this Lease commences under Section 2.

4. **INSPECTION AND ACCEPTANCE:** Within 30 days of delivery of the Leased Property, Lessee shall deliver a written notice to Lessor acknowledging acceptance or noting rejection. If notice is not received, it shall be conclusively presumed that Lessee has fully inspected the Leased Property, determined that it is in good repair, appearance and operating condition, and that it is fully accepted.

Lessee \_\_\_\_\_

Lessor \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

(3)

MEETING DATE: February 11, 2013

AGENDA ITEM # \_\_\_\_\_

**ITEM:** 2013 Arena Rental Contracts



\*Contracts  
\*Hold Harmless Agreements  
\*Insurance  
\*ON FILE IN THE CITY CLERK'S OFFICE

**PRESENTER:** James R. Knopp, Superintendent of Recreation

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

**BACKGROUND:** Rental Contracts and Hold Harmless Agreements for the upcoming 2013 Summer Events at the Yack Arena

**STRATEGIC PLAN/GOALS:** Continued utilization of the Arena during the off- ice season

**ACTION REQUESTED:** Adopt a resolution concurring with the Superintendent of Recreation recommendation to have the Mayor and City Clerk sign the 2013 Contracts.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 101-000-654-610-020

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

**COMMISSION RECOMMENDATION:** .

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

*Shupda*

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

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

*JPP Jay JD*

**LIST OF ATTACHMENTS:** 2013 Yack Arena Rental Agreements

**OFFICIALS**

William R. Griggs  
CITY CLERK

Andrew Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



**MAYOR**  
Joseph Peterson

**COUNCIL**  
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Leonard T. Sabuda  
Lawrence Stec

JAMES R. KNOPP, SUPERINTENDENT OF RECREATION  
RECREATION, LEISURE & CULTURE DEPARTMENT

[jknopp@wyan.org](mailto:jknopp@wyan.org)

February 6, 2013

Honorable Mayor Joseph Peterson  
And City Council  
City of Wyandotte  
Michigan

Dear Mayor Peterson and Council Members:

Please find attached contracts and hold harmless agreements for the following 2013 Benjamin F. Yack Recreation Center events:

- ❖ Lions Club Flea Market, April 13 & 14 \*
- ❖ North American Model Engineering Expo, April 19, 20, 21 \*
- ❖ SWCCC Business Expo, April 25, 26, 27 \*
- ❖ Piccadilly Circus, May 6 \*
- ❖ National Walk MS, May 18
- ❖ Southgate High School Graduation, June 5
- ❖ Roosevelt High School Graduation, June 13
- ❖ Circus Pages, June 15 \*
- ❖ Downriver Health Expo, July 27\*

*\*Insurance Certificates will be provided 30 days prior to their event.*

All contracts have been reviewed and approved by the Department of Legal Affairs. Your approval of the above contracts is appreciated.

Sincerely yours,

A handwritten signature in black ink, appearing to read "J. R. Knopp".

James R. Knopp  
Superintendent of Recreation

**RESOLUTION:**

Wyandotte, Michigan  
Date: February 11, 2013

RESOLUTION by Councilman \_\_\_\_\_

Resolved by the City Council that Council hereby approves the Benjamin F. Yack Recreation Center rental contracts for the 2013 season:

- ❖ Lions Club Flea Market, April 13 & 14 \*
- ❖ North American Model Engineering Expo, April 19, 20, 21 \*
- ❖ SWCCC Business Expo, April 25, 26, 27 \*
- ❖ Piccadilly Circus, May 6 \*
- ❖ National Walk MS, May 18
- ❖ Southgate High School Graduation, June 5
- ❖ Roosevelt High School Graduation, June 13
- ❖ Circus Pages, June 15 \*
- ❖ Downriver Health Expo, July 27\*

\*Insurance Certificates will be provided 30 days prior to their event.

as submitted by the Superintendent of Recreation, and authorizes the Mayor and City Clerk to sign said Contracts.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Browning  
DeSana  
Fricke  
Galeski  
Sabuda  
Stec

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

④

**MEETING DATE:** February 11<sup>th</sup> 2013

**AGENDA ITEM #**

**ITEM:** Special Event Application – Apostolic Lighthouse Church Gospel Festival

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

**INDIVIDUALS IN ATTENDANCE:** Heather A. Thiede, Special Events Coordinator

**BACKGROUND:** Attached please find the Special Event Application from the Southgate Apostolic Church for their Apostolic Lighthouse Church Gospel Festival to be held at Bishop Park on August 23<sup>rd</sup>, 24<sup>th</sup> and 25<sup>th</sup> 2013. The Chief of Police, Recreation Superintendent and Fire Chief have reviewed this application/event and approved. (Please see the attached application)

**STRATEGIC PLAN/GOALS:**

**ACTION REQUESTED:** It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of Bishop Park for their event held August 23, 24 and 25<sup>th</sup> 2013.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *ok shupdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Concur with recommendation, signature on file.

**MAYOR'S RECOMMENDATION:** *ok IRP by JD*

**LIST OF ATTACHMENTS**

Special Event Application – Southgate Apostolic Church

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: February 11<sup>th</sup> 2013

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of Bishop Park for the event held August 23, 24 and 25<sup>th</sup> 2013.

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  
APPLICATION FOR SPECIAL EVENT

A. NAME OF APPLICANT: Southgate Apostolic Church

PHONE: 313-218-5814 EMAIL: bishopwdp@aol.com

HOME ADDRESS: 15200 Brent Southgate, Mich 48195

AGENT (IF DIFFERENT FROM ABOVE) Bishop Wayne Parent

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

MAILING ADDRESS: 15460 Danielct. Allen Park. Mi. 48101

If the person making the application is a partnership, corporation or other association, you must provide the above information for all partners, officers, directors or members. If the applicant is a corporation, a copy of the articles of incorporation or other pertinent data may be required.

B. DESCRIPTION OF THE PROPOSED EVENT: Same as before being choir, praise team to worship together

C. SITE OF PROPOSED EVENT: Bishop Paul

D. TIME OF PROPOSED EVENT: Aug 23, 24, 25 2013

E. ESTIMATED MAXIMUM NUMBER OF PERSONS EXPECTED AT THE EVENT FOR EACH DAY: 100-150

F. IS ALCOHOL GOING TO BE SERVED OR PROVIDED AT THIS EVENT? —  
DO YOU HAVE A LICENSE? —

G. SUBMIT A DETAILED EXPLANATION, INCLUDING DRAWINGS AND DIAGRAMS WHERE APPLICABLE, OF YOUR PLANS TO PROVIDE FOR THE FOLLOWING—

1. POLICE/SECURITY AND FIRE PROTECTIONS
2. FOOD, WATER AND ELECTRICAL SUPPLY
3. HEALTH AND SANITATION FACILITIES
4. MEDICAL FACILITIES AND SERVICES, INCLUDING EMERGENCY VEHICLES AND EQUIPMENT
5. VEHICLE ACCESS AND PARKING FACILITIES
6. CAMPING AND TRAILER FACILITIES, IF OVERNIGHT STAYS ARE ANTICIPATED
7. ILLUMINATION
8. COMMUNICATION
9. FACILITIES FOR CLEAN UP AND WASTE DISPOSAL
10. NOISE CONTROL AND ABATEMENT
11. INSURANCE AND BONDING ARRANGEMENTS
12. CLEAN-UP PROCEDURE

Date: 1-23-13 Signature: Bishop Wayne Parent

pl-100 # 2013.

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** February 11<sup>th</sup> 2013

**AGENDA ITEM #** 5

**ITEM:** Special Event Application – Walk MS Wyandotte

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

**INDIVIDUALS IN ATTENDANCE:** Heather A. Thiede, Special Events Coordinator

**BACKGROUND:** Attached please find the Special Event Application from the National Multiple Sclerosis Michigan Chapter for their Walk MS Wyandotte to be held Saturday, May 18<sup>th</sup> 2013. The route of this walk is approximately 3 miles throughout the city and will finish at the Yack Arena. The Chief of Police, Recreation Superintendent and Fire Chief have reviewed this application/event and approved. (Please see the attached application)

**STRATEGIC PLAN/GOALS:**

**ACTION REQUESTED:** It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of City sidewalks for their event on May 18<sup>th</sup> 2013.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *OK 3/20/13*

**LEGAL COUNSEL'S RECOMMENDATION:** Concur with recommendation, signature on file.

**MAYOR'S RECOMMENDATION:** *OK JRP 2/11/13*

**LIST OF ATTACHMENTS**

Special Event Application – Walk MS

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: February 11<sup>th</sup> 2013

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of city sidewalks for the Walk MS event May 18<sup>th</sup> 2013.

I move the adoption of the foregoing resolution.

MOTION by  
Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

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



**National  
Multiple Sclerosis  
Society**  
Michigan Chapter

January 8, 2013

Wyandotte Special Events Office  
2624 Biddle Ave  
Wyandotte, MI 48192

Enclosed please find our special event permit application for our 2013 Walk MS: Wyandotte event scheduled for Saturday, May 18, 2013. For your review we have also included a map of the proposed walk route and an exterior site plan for Yack Arena. The walk will start and finish at the arena. On the day of the event staff and volunteers will begin arriving at 6:00am to begin the set-up process. Check-in/registration will open at 9:00am with the official start time of the walk at 10:00am. Most of our participants will have completed the walk route by 12:00pm.

The following is an explanation of our plans and additional requests:

- ❖ Police/Security: If possible we would be grateful for any police support that is available along the route and at Yack Arena.
- ❖ Food/Water: We will be serving refreshments at Yack Arena. These refreshments are generally donated and consist of pre-packaged snacks and beverages consisting of bottled water and soft drinks.
- ❖ Vehicle access and parking: Please see the attached site plan. In addition to what is listed on the plan, we would like to use the large parking lot located at Third and Sycamore for our general event parking.
- ❖ Rest stop placement at the entrance to Bishop Park. This will consist of one 6' table with 3 chairs and volunteers to distribute snacks and bottled water. Also the placement of 3 portable toilet units.
- ❖ Clean-up: Volunteers and staff will dispose of trash DOE.
- ❖ Support and guidance vehicles will be provided along the route in the event that any of our participants should need assistance.

Should you have any questions or need additional information regarding the event please don't hesitate to contact me. My direct line is 248-936-0340.

Thank you in advance for your consideration of our application.

Sincerely,

A handwritten signature in black ink that reads 'Laurie Willis'. The signature is written in a cursive, flowing style.

Laurie Willis  
Event Experience Manager

Enclosures: Special Event Permit Application, 2012 Route Map, certificate of insurance, exterior site plan





CITY OF WYANDOTTE
APPLICATION FOR SPECIAL EVENT

A. NAME OF APPLICANT: National MS Society, Michigan Chapter

PHONE: 248-936-0340 EMAIL: laurie.willis@nmss.org

HOME ADDRESS: 21311 Civic Center Drive, Southfield, MI 48076

AGENT (IF DIFFERENT FROM ABOVE)

PHONE: EMAIL:

MAILING ADDRESS:

If the person making the application is a partnership, corporation or other association, you must provide the above information for all partners, officers, directors or members. If the applicant is a corporation, a copy of the articles of incorporation or other pertinent data may be required.

B. DESCRIPTION OF THE PROPOSED EVENT:

2013 Walk MS: Wyandotte is a one day fund raising event. Our participants will start out from Yack Arena and walk a route approximately 3 miles in length through the city. City sidewalks will be used for the event and all participants are instructed to obey all traffic signals and laws. Upon their return to the arena we will serve donated refreshments mainly consisting of pre-packaged snacks, fruit, bottled water and soft drinks. We will also have a family friendly DJ provide entertainment at the arena.

C. SITE OF PROPOSED EVENT:

Our event will be hosted from Yack Arena. Included with our application are exterior and interior site plans along with the proposed walk route.

D. TIME OF PROPOSED EVENT: Set-up from 6:00am - 9:00am. Event is from 9:00am - 2:00pm

E. ESTIMATED MAXIMUM NUMBER OF PERSONS EXPECTED AT THE EVENT FOR EACH DAY: 600-700

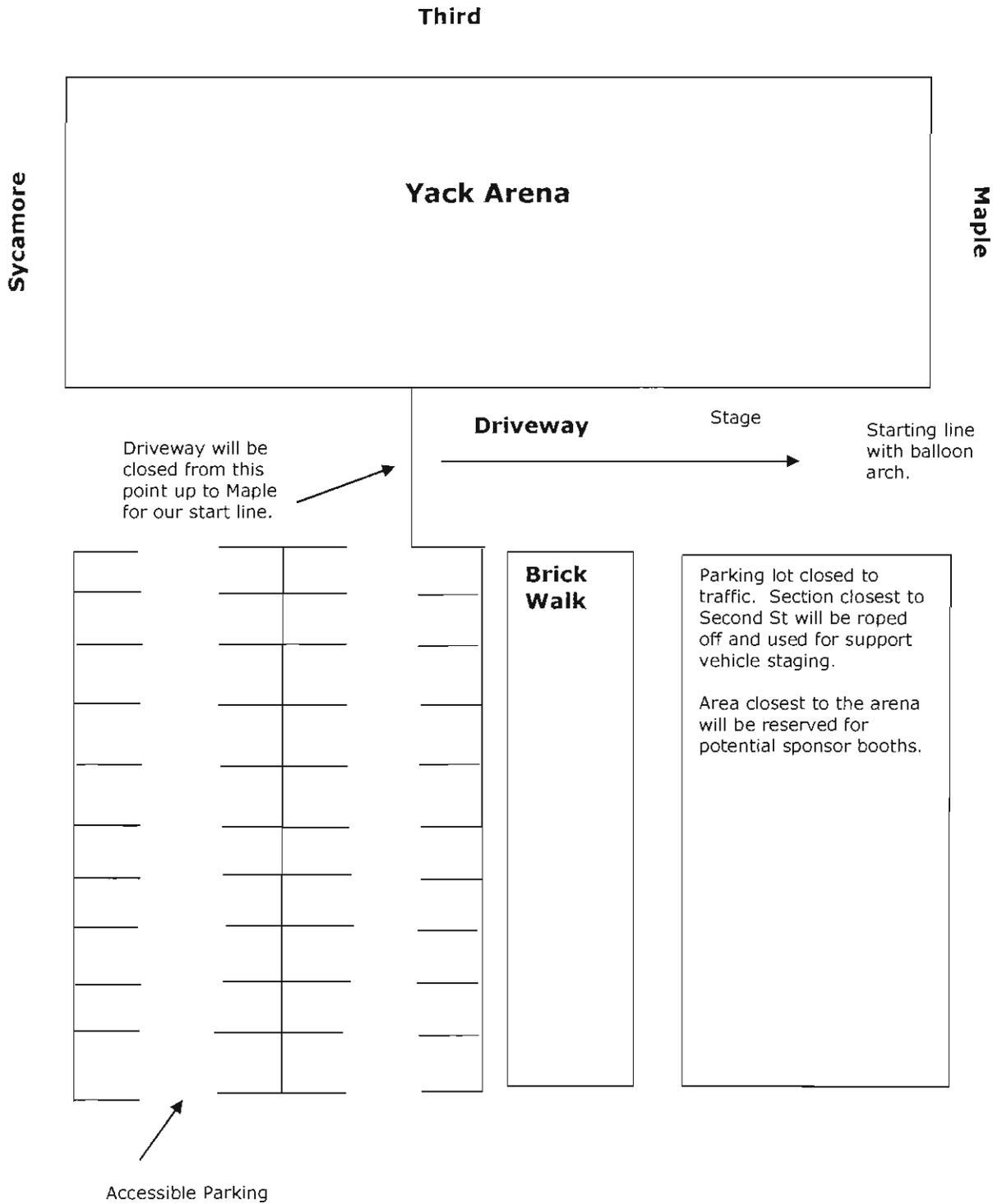
F. IS ALCOHOL GOING TO BE SERVED OR PROVIDED AT THIS EVENT? No
DO YOU HAVE A LICENSE?

G. SUBMIT A DETAILED EXPLANATION, INCLUDING DRAWINGS AND DIAGRAMS WHERE APPLICABLE, OF YOUR PLANS TO PROVIDE FOR THE FOLLOWING--

- 1. POLICE/SECURITY AND FIRE PROTECTIONS
2. FOOD, WATER AND ELECTRICAL SUPPLY
3. HEALTH AND SANITATION FACILITIES
4. MEDICAL FACILITIES AND SERVICES, INCLUDING EMERGENCY VEHICLES AND EQUIPMENT
5. VEHICLE ACCESS AND PARKING FACILITIES
6. CAMPING AND TRAILER FACILITIES, IF OVERNIGHT STAYS ARE ANTICIPATED
7. ILLUMINATION
8. COMMUNICATION
9. FACILITIES FOR CLEAN UP AND WASTE DISPOSAL
10. NOISE CONTROL AND ABATEMENT
11. INSURANCE AND BONDING ARRANGEMENTS
12. CLEAN-UP PROCEDURE

Date: 1-8-13 Signature: Elana Fullman, President

Walk MS 2013 Wyandotte  
Proposed Yack Arena Exterior Site Plan



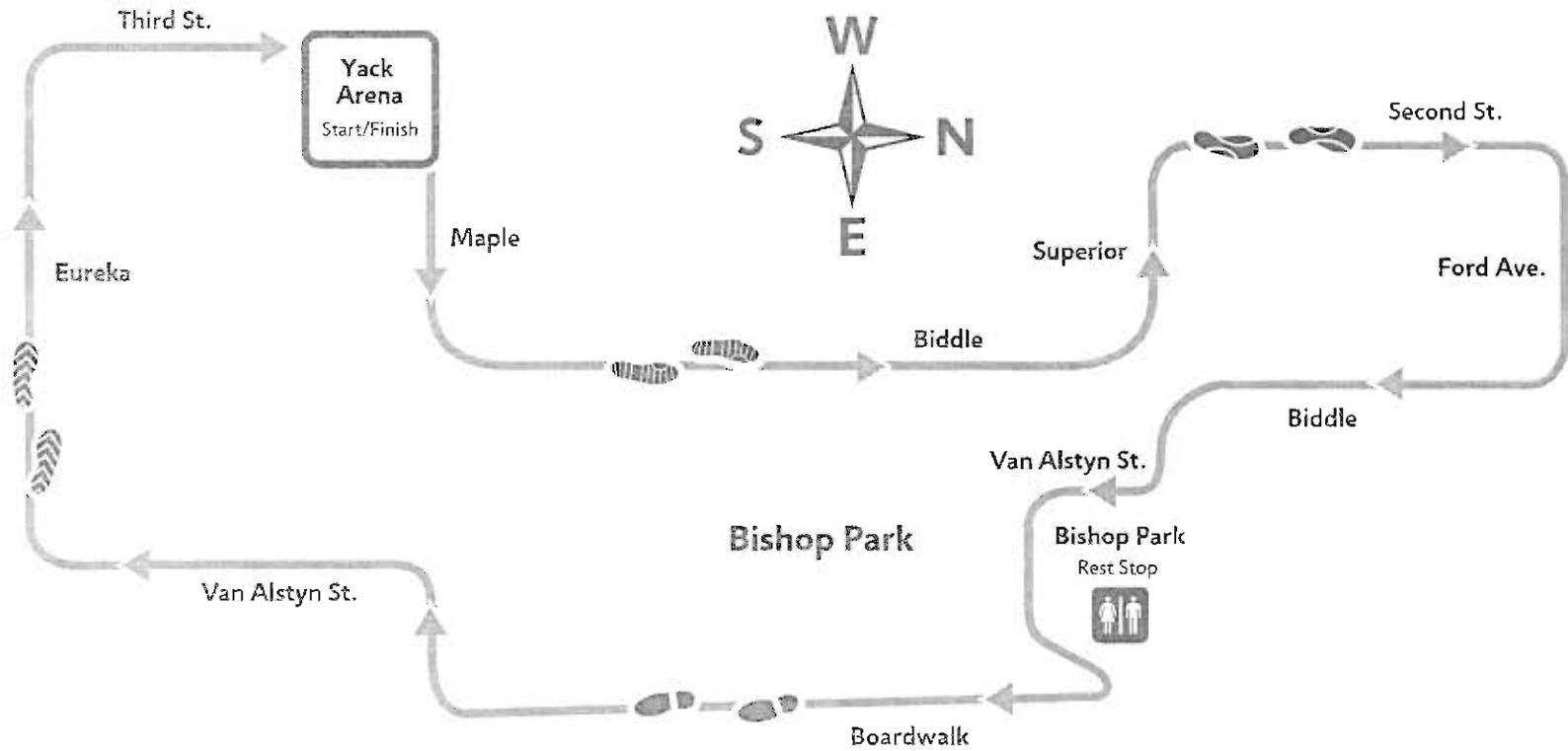


presented by  
EMD Serono Pfizer

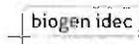
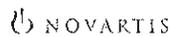
# Wyandotte Walk MS

## 3.0 Mile Route

For Emergency Assistance Dial 911  
For Other Assistance Call -  
Laura James: (734) 391-5252



Event Sponsors: EMD Serono





**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**



**MEETING DATE:** February 11<sup>th</sup> 2013

**AGENDA ITEM #** \_\_\_\_\_

**ITEM:** City of Wyandotte Independence Day Parade Event Approval

**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 coordinating the 2013 City of Wyandotte Special Events. This year the 2013 4<sup>th</sup> of July Parade will be held, Thursday, July 4<sup>th</sup>. The parade will necessitate closing Biddle Avenue from Ford Street to Plum Street. Traffic to be rerouted northbound to Third Street and to Ford Street, and Southbound on Fourth Street from Ford Street.

**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:** In accordance with provision of Act #200 of the Public Acts of 1969 of the State of Michigan, please request the Public Works Department to close Biddle Avenue for the Independence Holiday Parade from 8 am to 12 noon on July 4, 2013.

The parade will necessitate closing Biddle Avenue from Ford to Plum. Traffic to be rerouted northbound Third to Ford, southbound on Fourth from Ford.

The Chief of Police is requested to apply to the Wayne County Office of Public Service for a road closing permit; he should be designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte. Responsibility for all damage claims which may arise from the road closing must be assumed by the City of Wyandotte. The Fire Department should also be notified of this event to reroute emergency vehicles.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

The budget for the said event is - \$7,000

**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.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *OK Shyda*

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:** *OK JRP JG JD*

**LIST OF ATTACHMENTS:** None

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: February 11, 2013

RESOLUTION by Councilman \_\_\_\_\_

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the road closure for the City of Wyandotte Independence Day Parade scheduled for Thursday, July 4<sup>th</sup> 2013.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Browning  
DeSana  
Fricke  
Galeski  
Sabuda  
Stec

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

7

MEETING DATE: February 11<sup>th</sup> 2013

AGENDA ITEM # \_\_\_\_\_

**ITEM:** City of Wyandotte 4<sup>th</sup> of July Parade and Christmas Parade, Hold Harmless Agreements from BASF

**PRESENTER:** Heather A. Thiede, Special Event Coordinator

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

**BACKGROUND:** As you know, the annual Independence Day Parade will be held July 4<sup>th</sup>, 2013 and the Christmas Parade shall be held November 16<sup>th</sup> 2013. As per normal procedure, attached for your approval is the Hold Harmless Agreement with BASF relative to the use of their property on Biddle Avenue north of Ford for parade participation line up.

**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:** Please take these agreements into consideration, as your approval and subsequent signing will allow us to continue planning this celebratory event.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

None

**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.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *OK [Signature]*

**LEGAL COUNSEL'S RECOMMENDATION:** Concur with recommendation, signature on file.

**MAYOR'S RECOMMENDATION:** *OK JRP [Signature]*

**LIST OF ATTACHMENTS:**

Hold Harmless from BASF 4<sup>th</sup> of July  
Hold Harmless from BASF Christmas Parade

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: February 11, 2013

RESOLUTION by Councilman \_\_\_\_\_

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the use of BASF Property and to sign hold harmless agreements, to line up the 4<sup>th</sup> of July Parade, July 4<sup>th</sup> 2013 and the Christmas Parade, November 16<sup>th</sup> 2013.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Browning  
DeSana  
Fricke  
Galeski  
Sabuda  
Stec



The Chemical Company

**HOLD HARMLESS AGREEMENT**

In consideration of the permission granted by BASF Corporation to utilize their property on Biddle Avenue north of Ford for parade participation lineup on July 4, 2013, the City of Wyandotte hereby assumes all risk and liability relating to the exercising of this permit and agrees to hold harmless and indemnify BASF Corporation from all liability or responsibility whatever for injury (including death) to persons and for any damage to BASF Corporation property or to the property of others arising out of or resulting from the use of BASF Corporation's aforementioned property.

The City of Wyandotte further does hereby remise, release and forever discharge said BASF Corporation, its officers, agents and employees from any and all claims, demands, actions, cause of action, damages and liabilities resulting from or arising out of, either directly or indirectly, the exercising of the permit herein granted.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

CITY OF WYANDOTTE

By: \_\_\_\_\_

Its: \_\_\_\_\_ Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_ City Clerk



The Chemical Company

**HOLD HARMLESS AGREEMENT**

In consideration of the permission granted by BASF Corporation to utilize their property on Biddle Avenue north of Ford for parade participation lineup on November 16, 2013, the City of Wyandotte hereby assumes all risk and liability relating to the exercising of this permit and agrees to hold harmless and indemnify BASF Corporation from all liability or responsibility whatever for injury (including death) to persons and for any damage to BASF Corporation property or to the property of others arising out of or resulting from the use of BASF Corporation's aforementioned property.

The City of Wyandotte further does hereby remise, release and forever discharge said BASF Corporation, its officers, agents and employees from any and all claims, demands, actions, cause of action, damages and liabilities resulting from or arising out of, either directly or indirectly, the exercising of the permit herein granted.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

CITY OF WYANDOTTE

By: \_\_\_\_\_

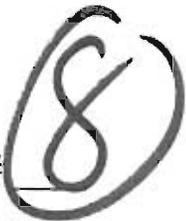
Its: \_\_\_\_\_ Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_ City Clerk

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** February 11, 2013

**AGENDA ITEM #** 

**ITEM:** Wyandotte Museums – WWII Victory Rally Event Entertainment Contract

**PRESENTER:** Jody L. Egen. Director of Museums and Cultural Affairs

**INDIVIDUALS IN ATTENDANCE:** Jody L. Egen.

**BACKGROUND:** As a part of our 2013 Heritage Event Series, the Wyandotte Museums will once again host the World War II Victory Day Rally to take place on Saturday, July 20<sup>th</sup>, at the Yack Arena. The event will replicate a 1940s USO Canteen, complete with a Swing Band Orchestra, dancing and dance lessons, and refreshments. The Rally will begin at 6:30 pm. Tickets for the rally will be sold at the Museum Offices. The cost will be \$15 or \$10 for military, seniors, students, and Wyandotte Historical Society members.

As a component of this event please find attached a musician contract for your review for the Rhythm Society Orchestra. The ensemble consists of 10 musicians and 4 dancers, playing in 3, 50 minute sets. Music is an integral component of the event, and the band will provide the Rally with the perfect accompaniment for an evening full of great music from the Wartime Era.

**STRATEGIC PLAN/GOALS:** In accordance with the strategic plan; quality of life.

**ACTION REQUESTED:** Adopt a resolution authorizing Mayor Joseph Peterson or City Clerk William R. Griggs to sign the attached contract.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** \$2,733.33 to be paid from 285.225.925.730.880

**IMPLEMENTATION PLAN:** The resolutions and all necessary signed documents will be forwarded to the Director of Museums of Cultural Affairs for implementation.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** CONCURS – *Signature on file*

**LEGAL COUNSEL'S RECOMMENDATION:** CONCURS – *Signature on file*

**MAYOR'S RECOMMENDATION:** CONCURS AS PER TODD A. DRYSDALE – *Signature on file*

**LIST OF ATTACHMENTS:** WWII Victory Rally Entertainment Contract

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: February 11, 2013

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the Director of Museums and Cultural Affairs in the following resolution.

A Resolution approving the attached contract and authorizing Mayor Joseph R. Peterson or City Clerk William R. Griggs to sign the attached contract for entertainment for the Wyandotte Museums fundraising event, the WWII Victory Rally, to be held July 20<sup>th</sup>, 2013 at the Yack Arena.

This contract in the amount of \$2,733.33 is to be paid from account 285.225.925.730.880

I move the adoption of the foregoing resolution.

MOTION by  
Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

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Sabuda  
Stec

**RHYTHM SOCIETY ORCHESTRA**  
SWING • FOXTROT • LATIN • WALTZ

TAYLOR HOLLAND  
Promotional Director

www.rhythmso.org  
General Phone: 486  
512-527-4145

# CONTRACT

## IMPORTANT:

Contract may be deemed  
invalid if not returned within  
ten working days.

This Contract for the personal services of artists on the engagement described below is made on between the undersigned purchaser of talent (herein called "Purchaser") and the undersigned artist(s).

Place of engagement: Yack Arena  
Exact Address: 3131 Third Street  
Wyandotte, MI 48192

Tech Contact: Jody Egen  
Phone or e-mail: jegen@wyan.org  
734-324-7297  
2624 Biddle Avenue, Wyandotte, MI 48192

Name of Artist or Group: Rhythm Society  
Type of Group: Big Band

Load In: 4:30 PM  
Sound Check: None  
Doors Open: 6:30 PM

Day/Date(s) of Engagement: July 20, 2013  
Starting and Finishing Time: 7:00 PM -- 10:00 PM

Contracts Due: 30 days  
Deposit Due: \$500  
Balance shall be paid by the Purchaser to Artist the evening of the performance.

Type of Engagement: Public event  
PA provided by: Rhythm Society

Compensation Agreed Upon: \$2733.33  
Additional Terms: 1) Big band will perform 3 music sets of 50 minutes with 15-20 minute breaks inclusive of the starting and finishing times. 2) Artist will provide recorded music from 6:30 until 10:00 whenever the big band is not performing. 3) Purchaser to provide non-alcoholic refreshments (food appreciated). 4) Two separate and unused 120V 15Amp electric circuits provided by Purchaser within 100 ft of performance area. 5) Four swing dancers (two couples) supplied by Artist.

If the Purchaser cancels the services of the Artist or other breach of contract is made by the Purchaser, 50% of the balance will be due immediately. If the aforementioned occurs less than 14 days before the Date of Engagement, 100% is due.

Deposit received on \_\_\_\_\_ by \_\_\_\_\_

Purchaser shall first apply any and all receipts derived from the engagement herein to the payments required hereunder: All payments shall be made in full without any deductions whatsoever.

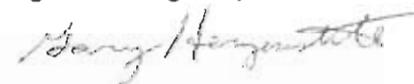
Purchaser's Full and Correct Name:  
City of Wyandotte

Print Name of Signatory Artist: Gary Herzenstiel for Rhythm Society Orchestra

Signature of Purchaser (or agent thereof):

Signature of Signatory Artist:

X: \_\_\_\_\_



Purchaser's Address:  
3005 Biddle Avenue  
Wyandotte, Michigan 48192  
Phone: 734-324-7100  
E-Mail: nrankine@wyan.org

Artist's Address:  
11845 Whispering Oak Ln  
Shelby Twp, MI 48315  
Phones: 586-992-8787  
E-Mail: gherzens@comcast.net

The above signatures confirm that the parties have read and approve each and all of the Terms and Conditions set forth on this contract.

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

⑨

MEETING DATE: February 11, 2013

AGENDA ITEM # \_\_\_\_\_

**ITEM:** Municipal Services – Acting General Manager Salary Adjustment

**PRESENTER:** Paul LaManes, Assistant General Manager

**INDIVIDUALS IN ATTENDANCE:** None

**BACKGROUND:** As required by the City Charter, the compensation for the General Manager requires approval from the City Council. Rod Lesko was appointed as Acting General Manager on January 8, 2013 at an annual salary of \$ 105,000.

**STRATEGIC PLAN/GOALS:** Compensation commensurate with increased responsibilities.

**ACTION REQUESTED:** Adopt a resolution concurring with the Wyandotte Municipal Service Commission's approval of the compensation package for Rod Lesko as Acting General Manager.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Overall budget is not impacted due to employee departures and consolidation of duties.

**IMPLEMENTATION PLAN:** Forward council and commission approvals and all related documentation to the Payroll Department for inclusion in employee file and payment of compensation retroactive to January 9, 2013.

**COMMISSION RECOMMENDATION:** Municipal Services Commission approved appointment of Acting General Manager at January 8, 2013 regular meeting. Municipal Services Commission and Rod Lesko confirmed compensation offer and acceptance in letter dated December 26, 2012.

**CITY ADMINISTRATOR'S RECOMMENDATION:** *OK Snyder*

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:** *IRP by JEL*

**LIST OF ATTACHMENTS**

- Signed Municipal Services Commission meeting minutes dated January 8, 2013 regarding appointment of Acting General Manager
- December 26, 2012 letter confirming verbal agreement on compensation offer between Municipal Services Commission and Rod Lesko

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

A Resolution approving the salary adjustment for the Acting General Manager as recommended by the Wyandotte Municipal Services Commission.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Browning

DeSana

Fricke

Galeski

Sabuda

Stec

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



Electric, Steam, Water  
Cable Television and High Speed Internet  
Service since 1889

Melanie L. McCoy  
General Manager and Secretary  
3200 Biddle Avenue, P.O. Box 658  
Wyandotte, MI. 48192-0658  
Telephone: (734) 324-7100  
Fax: (734) 324-7119

December 26, 2012

Mr. Roderick Lesko  
700 8<sup>th</sup> St  
Wyandotte, MI 48192

*RATE INCREASE  
EFFECTIVE 1-9-2013*

*[Signature]*  
*2-4-13*

Dear Mr. Lesko,

The purpose of this letter is to confirm the verbal agreement concerning the terms of your promotion with the City of Wyandotte Department of Municipal Service. The position you have accepted is the Acting General Manager and Secretary to the Commission. The annual rate of pay at entry is \$105,000. As an exempt salaried employee, the Commission provides for a matching program for the deferred compensation program. For your classification, the Commission will continue to match \$.50 for every \$1.00 you contribute to a maximum contribution of \$4,950.00 in any 26 pay periods.

Accumulation of vacation and other benefits not specifically referred to in this letter of understanding are consistent with those of other Departmental salaried exempt employees. The Department will also provide a vehicle for business use subject to IRS regulations.

The Department is pleased you have accepted our offer of employment. If you should have further questions or require further assistance, please contact Mr. Paul LaManes, Assistant General Manager at (734) 324-7194.

Sincerely yours,

City of Wyandotte  
DEPARTMENT OF MUNICIPAL SERVICE

*[Signature]*  
Gerald P. Cole  
Municipal Service Commission

Accepted by:

*[Signature]* 12-26-2012  
Roderick Lesko Date

Cc: Municipal Service Commission

01- 01  
January 08, 2013

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan, was held at the office of the Commission On Tuesday, January 08, 2013 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  
Rod Lesko  
Joe Peterson  
Charlene Hudson  
Steve Timcoe  
Valerie Hall  
Jason Alley  
CATV Volunteer

01 - 02  
January 08, 2013

APPROVAL OF MINUTES

MOTION by Commissioner Figurski and seconded by Commissioner DeLisle to approve the December 11, 2012 regular session Municipal Service Commission meeting minutes.

APPROVAL OF MINUTES

MOTION by Commissioner Figurski and seconded by Commissioner Delisle to approve the December 13, 2012 special session Municipal Service Commission meeting minutes.

HEARING OF PUBLIC CONCERNS

None

COMMERCIAL GEOTHERMAL RATE CHANGE

Pam Tierney giving overview of Geothermal Commercial Rate Change to \$12.50/ton.

MOTION by Commissioner Figurski and seconded by Commissioner DeLisle to approve the Commercial Geothermal Rate change.

Commissioner Cole asked that the roll be called.

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

NAYS: None

RESOLUTION 01-2013-01

Rod Lesko giving overview on purchase of two Dodge Chrysler Jeep Ram.

MOTION by Commissioner DeLisle and seconded by Commissioner Figurski to authorize the Electric Department to purchase from Telegraph Dodge Chrysler Jeep Ram two 2012 Jeep Liberty's in the amount of \$22,442.00 each with a total of \$44,884.00.

Commissioner Cole asked that the roll be called.

01 - 03  
January 08, 2013

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

NAYS: None

RESOLUTION 01-2013-02

Rod Lesko giving overview on the purchase of Motorola Mobile and Portable Digital Radios and Associated Antenna.

MOTION By Commissioner Figurski and seconded by Commissioner Sadowski to authorize the Electric Department to purchase and install Motorola Mobile and Portable Digital Radios and Associated Antennas, a Control System and Repeater Antenna in the amount of \$24,736.50.

Commissioner Cole asked that the roll be called.

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

NAYS: None

RESOLUTION 01-2013-03

Melanie McCoy, General Manager, giving overview on Commissioner and Alternate Commissioner to Represent Wyandotte Municipal Services at the Michigan Public Power Agency.

MOTION by Commissioner Lupo and seconded by Commissioner Sadowski to authorize Commissioner and Alternate Commissioner to Represent Wyandotte Municipal Services at the Michigan Public Power Agency.

Commissioner Cole asked that the roll be called.

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

NAYS: None

DEED GRANT AWARD UPDATE

Pam Tierney, overview on the Deed Grant Award.

MOTION by Commissioner Sadowski and seconded by Commissioner Delisle to receive the Deed Grant and place on file.

MUTUAL AID UPDATE

Melanie McCoy, General Manager, giving overview on Mutual Aid Procedure Update.

MOTION by Commissioner Figurski and seconded by Commissioner Sadowski to receive and place on file the Mutual Aid Procedure Update.

JOB POSTINGS

Melanie McCoy, General Manager, giving summary on Job Vacancies.

MOTION by Commissioner Sadowski and seconded by Commissioner Figurski to receive the following Job Postings:  
Maintenance Man #4, Maintenance Man #1, T & D Supervisor and place on file.

Commissioner Cole asked that the roll be called.

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

NAYS: None

REPORTS AND COMMUNICATIONS

MOTION BY Commissioner Figurski and seconded by Commissioner DeLisle to receive and place 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 Figurski and seconded by Commissioner DeLisle that the bills be paid as audited.

#5138	\$ 300,032.25
#5139	\$ 731,320.75
#5140	\$ 284,589.57
#5141	\$1,028,833.35

01 - 05  
January 8, 2013

Commissioner Cole asked that roll be called.

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

NAYS: None

APPOINTMENT OF ACTING GENERAL MANAGER ✓

Melanie McCoy, General Manager, announcing appointment of Acting General Manager Rod Lesko.

MOTION by Commissioner Sadowski and seconded by Commissioner DeLisle to appoint Rod Lesko as Acting General Manager with a review in 6 months.

Commissioner Cole asked that the roll be called.

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

NAYS: None

LATE ITEMS

Annual Review will be at the next WMS Commission Meeting on January 22, 2013.

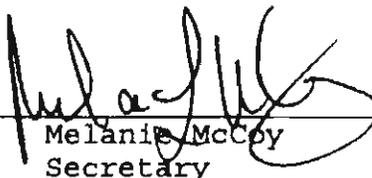
Commissioner Lupo questions when will we have CATV Review Update.

Melanie McCoy, General Manager, we will have new reports within the week.

Commissioner Lupo have we filled the Full Time Collection Office Clerk?

Melanie McCoy, General Manager, Maria Bradley will fill the position for the full time Collection Office Clerk.

Motion By Commissioner Sadowski and seconded by Commissioner DeLisle to now adjourn. 5:27 P.M.

  
Melanie McCoy  
Secretary

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

10

**MEETING DATE:** February 11, 2013

**AGENDA ITEM #** \_\_\_\_\_

**ITEM:** Municipal Services – FY2013 Cable I/T Capital Budget

**PRESENTER:** Paul LaManes, Assistant General Manager

**INDIVIDUALS IN ATTENDANCE:** Dave Fuller, I/T Director

**BACKGROUND:** Municipal Services allocates certain capital costs between departments on a 60/30/10 Electric/Cable/Water basis. Previously, the Electric and Water capital project budgets were approved, including the I/T capital project component while the Cable capital project budget, including I/T capital projects was not approved.

**STRATEGIC PLAN/GOALS:** Allocate shared costs to the correct department

**ACTION REQUESTED:** Adopt a resolution concurring with the Wyandotte Municipal Service Commission's approval of the I/T budget for Cable for Fiscal 2013.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Fiscal responsibility and proper charging of incurred shared costs against correct department budget. Fixed Asset account # 594-000-100-020-999.

**IMPLEMENTATION PLAN:** Forward approved amounts to I/T and Accounting/Finance for update of capital project reporting and tracking.

**COMMISSION RECOMMENDATION:** Municipal Services Commission approved resolution # 02-2013-04 at regular meeting on February 5, 2013.

**CITY ADMINISTRATOR'S RECOMMENDATION:** *OK Skupstak*

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:** *OK JRP by JD*

**LIST OF ATTACHMENTS**

- Request for commission action including approved resolution
- Detail of I/T capital budgets by Department

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

A Resolution approving the adoption of the Cable Telecommunications Capital Budget for I/T for Fiscal 2012-2013 in the amount of \$ 40,025.00.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Browning

DeSana

Fricke

Galeski

Sabuda

Stec

**2012 - 2013 Telecommunications Budget  
Capital Projects-IT/Administration**

	Cable	Electric	Water
Advanced Storage Solution	1,500.00	3,000.00	500.00
Dark Fiber	1,800.00	3,600.00	600.00
Firewalls	6,000.00	12,000.00	2,000.00
Miscellaneous Computer Equipment	6,000.00	13,200.00	2,200.00
PC/Laptop Replacement	13,325.00	27,000.00	4,500.00
Remote Access VPN	1,200.00	2,400.00	400.00
Server Upgrades	3,000.00	6,000.00	1,000.00
VOIP	600.00	1,200.00	200.00
Tape Drive Replacement	600.00	1,200.00	200.00
Wireless Network	6,000.00	12,000.00	2,000.00
<b>TOTALS</b>	<b>40,025.00</b>	<b>79,800.00</b>	<b>13,600.00</b>

**CITY OF WYANDOTTE – Department of Municipal Services**  
**REQUEST FOR COMMISSION ACTION**

MEETING DATE: 2/5/2013

RESOLUTION # 02-2013-04

**ITEM:** Approval of Cable Department I/T Budget for FY13

**PRESENTER:** Paul LaManes

**INDIVIDUALS CONSULTED:** Dave Fuller

**BACKGROUND:** WMS allocates certain capital costs between departments on a 60/30/10 Electric/Cable/Water basis. Previously, the Electric and Water capital project budgets were approved, including the I/T capital project component while the Cable capital project budget, including I/T capital projects was not approved.

**STRATEGIC PLAN/GOALS:** Allocate shared costs to the correct department

**ACTION REQUESTED:** Approve FY2013 Cable Department I/T Capital Budget as recommended by WMS Management and I/T Director.

**BUDGET IMPLICATIONS:** Fiscal responsibility and proper charging of incurred shared costs against correct department budget.

**IMPLEMENTATION PLAN:** Submit approved resolution to City Council for concurrence. Subsequent to Commission and Council approval, forward approved amounts to I/T and Accounting/Finance for update of capital project reporting.

**CITY ADMINISTRATOR REVIEW** – N/A

**LEGAL COUNSEL REVIEW:** N/A

**LIST OF ATTACHMENTS**

- Detail of I/T capital budgets by department

**MODEL RESOLUTION:**

**WHEREAS**, the Wyandotte Municipal Service Commission approved the Fiscal 2013 Electric and Water Department Capital Budgets, and

**WHEREAS**, at September 30, 2012, the Fiscal 2013 capital expenditures were still pending approval for the Cable Department, and

**WHEREAS**, I/T requires budgeted funds to properly allocate costs equitably between departments; now therefore

**BE IT RESOLVED**, by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, that the fiscal 2013 Cable Department Capital Budget for expenditures of the I/T Department in the amount of \$ 40,025.00 be approved.

I move the adoption of the foregoing resolution.

MOTION by Commissioner \_\_\_\_\_

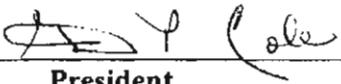
Supported by Commissioner \_\_\_\_\_

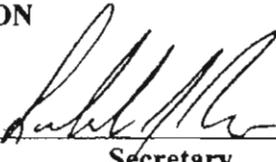
<u>YEAS</u>	<u>COMMISSIONER</u>	<u>NAYS</u>
✓	Cole	
✓	Figurski	
✓	Sadowski	
✓	Lupo	
✓	Delisle	

ADOPTED this

**ATTEST:**

**WYANDOTTE MUNICIPAL SERVICE COMMISSION**

By:   
President

By:   
Secretary

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 11, 2013

AGENDA ITEM #

11

**ITEM:** Resolution Authorizing the Purchase of a Ford F-650 Dump Truck for the Water Department

**PRESENTER:** Rod Lesko, Acting General Manager

**INDIVIDUALS IN ATTENDANCE:** William Weirich, Water Dept. Superintendent

**BACKGROUND:** New Dump Truck is needed to replace a 1997 Ford F-650 Dump Truck. State bid for the Ford F-650 was received from Gorno Ford in the amount of \$76,089.00. Truck was approved as part of the FY2013 Water department Capital Budget.

**STRATEGIC PLAN/GOALS:** This replacement stays in line with keeping our vehicles safe and reliable for both our employees and customers.

**ACTION REQUESTED:** Concur with the resolution from the Municipal Services Commission and recommendation from WMS management authorizing the purchase of the vehicle.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Purchase will be allocated to the approved fiscal 2013 Water department capital budget for vehicle replacement- Asset account #592-000-100-020-001-Capital project #1031WA

**IMPLEMENTATION PLAN:** Proceed with the purchase of the Ford F-650 Dump Truck after concurrence with the commission resolution by council and forwarding of all necessary documents.

**COMMISSION RECOMMENDATION:** Municipal Services Commission authorized the purchase of the Ford F-650 Dump Truck at the February 6, 2013 regular meeting.

**CITY ADMINISTRATOR'S RECOMMENDATION:** *ok Dupdale*

**MAYOR'S RECOMMENDATION:** *ok JRD [initials]*

**LIST OF ATTACHMENTS**

- Signed Commission resolution
- Priced Order Confirmation for the Ford F-650
- Confirmation on State bid for competitive vehicle

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

A Resolution authorizing the purchase of a Ford F-650 dump truck from Gorno Ford of Woodhaven by the Water Department for a price of \$76,089.00.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Browning

DeSana

Fricke

Galeski

Sabuda

Stec

RESOLUTION 02-2013-02

A RESOLUTION FOR THE COMMISSION TO ACCEPT THE PROPOSED BID FOR A 2013 FORD F-750 DUMP TRUCK FROM GORNO FORD

WHEREAS, Wyandotte Municipal Services has received from Gorno Ford one of the awarded vehicle vendors for the State of Michigan MiDeal, a bid for a Ford ~~F-750~~ F-750 dump truck and,

WHEREAS, due to the current condition because of age, heavy usage and repairs needed for the current dump truck a new purchase is being recommended. The costs estimations to repair the truck and make it somewhat dependable and safe are close to \$20,000.00. But more repairs will be needed in the near future due to the age of some of the parts, while others are just failing due to the heavy usage the truck gets every day. Numerous repairs and part replacements include replacing the complete dump box, rebuilding the hydraulic system used for lowering and raising the dump box, brakes, front and rear, repair the floor of the truck (rusted away), repair the PTO control system, and complete front end work from the wheels bearings to the tie rod ends. We have been able to piece meal the truck together for the last several years but it's getting harder and harder to do with each passing day. To continue down that path could lead at some point with the truck breaking down when we need it the most on a main break during the middle of the night and,

BE IT RESOLVED by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, based on a recommendation made by the Water Department Superintendent to award the bid in the amount of \$76,089.00 to Gorno Ford of Woodhaven Michigan.

ADOPTED this day February 5, 2013

m Feb 5 Feb

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: [Signature] President

By: [Signature] Secretary

**Paul LaManes**

---

**From:** Bill Weirich <wweirich@wyan.org>  
**Sent:** Friday, February 01, 2013 9:29 AM  
**To:** 'Paul LaManes'

Paul,

The dump truck breakdown is the following:

Michigan State contract—MIDEAL---F650 std equipment only cab & chassis-----	\$49,595.00
5/7 yard AR400 floor dump body, hydraulics to work the dump-----	<u>\$14,990.00</u>
Total-----	\$64,585.00

If there are questions on why we upgraded the chassis to a F750 instead of buying an F750 outright was there was a savings by only upgrading the motor from a 200hp to a 250hp and upgrading the chassis weight from 8,500lbs front axle to 10,000lbs and the rear axel from 17,000lbs to 21,000lbs. This had a savings of around \$6,000.00. F750 base rate--\$59,595----F650 base rate----\$49,595, costs of upgrades---\$3,890.00

Thanks Bill

William Weirich  
Water Dept. Superintendent  
Phone -734-324-7142  
Cell phone- 517-403-2687  
Fax - 734-324-7146

**STD EQUIPMENT**  
 50,000 PSI FRAME  
 ADD 5/7 YARD AR400 FLOOR DUMP BODY  
 HYDRALICS TO WORK DUMP  
 FRONT AXLE  
 REAR AXLE  
 BASE PRICE

F650-DIESEL

8,500 LBS  
 17,000 LBS  
 \$64,585

*\$64,585*

**200 HP CUMMINS**  
 84" CA  
 A/C  
 AIR BRAKES W/ DRYER

STD  
 INCLUDED

\$1,950.00

AIR RIDE SUSPENSION (W/AIR BRAKES) \$1,100.00  
 SYNTHETIC FRONT AXLE LUBE \$69.00  
 SYNTHETIC REAR AXLE LUBE \$99.00  
 VERTICAL EXHAUST \$295.00

LARGER BATTERIES (2) 900 CCA \$95.00  
 JUMP START STUD \$29.00

TRAILER TOW PREP \$250.00

UPGRADE FROM F650 TO F750 1,995.00  
 INCLUDES 10,000 LB FRONT AXLE &  
 21,000 LB REAR AXLE & SPRINGS + DC + 80000 PSI FRAME

ALUMINUM TANK \$350.00

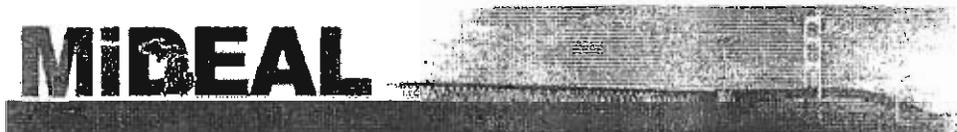
HOUR METER \$100.00  
 DERATE TO 25,995.0 LBS GVW \$75.00

250 HP CUMMINS \$2,777.00  
 AMBER LIGHTING PKG, STARTING \$700.00  
 TOW PKG W/COMBO PINTLE HOOK 895.00  
 TRANSFER TARP FROM OLD TRUCK \$725.00

*\$ 11,504*

*Subtotal*

*\$76,089.00*



Michigan.gov Home MIDEAL Contact Info State Web Sites MIDEAL Home

Search

Extended Purchasing Program

print email

Mi Deal Membership

**Vehicles**

The pricing listed below reflects 2013 pricing for almost all vehicles. If you have a question about a particular vehicle, feel free to contact us.

Contracts and Categories

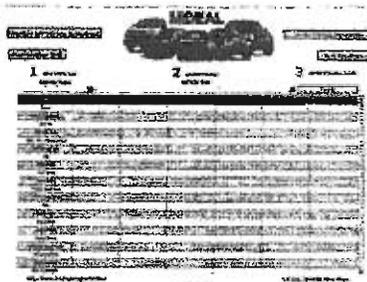
Local Government Resources

Our new, easy-to-use MIDEAL Vehicle Catalog is shown below. Simply click on the picture to access the new catalog. Use the drop down arrows to select a vehicle. All information, including specifications, is found in this catalog.

Reference Center

Note: If you prefer the [previous color-coded spreadsheet](#) to view pricing, that is still available. A [newer version](#) of the spreadsheet with all the information on one tab makes sorting easier if you are familiar with Excel. First try the catalog below; it includes the links to the other two spreadsheets as well as the [spec book](#). Try them out to see which one works best for you.

Law Enforcement Purchasing



- All Business One Stop
- Departments/Agencies
- Online Services
- Surveys
- Public Records
- Related Content
- MIDEAL Brochure Booklet
- FCF
- MIDEAL Member Success Story
- Fuel, Oil and Gasoline Contracts
- What's New
- Energy Program
- Road Salt

If you would like to order a vehicle, find the dealership from the list below.

If you have any questions, please contact Mary Hanses at 517-335-4364 or [MIDEAL@michigan.gov](mailto:MIDEAL@michigan.gov).

**Awarded vehicle vendors contact information/terms & conditions:**

- [Gorno Ford](#) - 071B1300005 - Jim Agney (734) 671-4033
- [Red Holman Buick GMC](#) - 071B1300007 - Albert Li (734) 713-1065
- [Shaheen Chevrolet](#) - 071B1300008 - Joe Tambarino (517) 272-6500
- [Owosso Motors/Signature Ford](#) - 071B1300009 - Bill Campbell (888) 923-5338 ext 226
- [Bill Snethkamp's Lansing, Inc.](#) - 071B1300010 - Tony Sasso (517) 394-1022
- [Thelen Chrysler Dodge Jeep](#) - 071B1300012 - Scott Parker (800) 521-1091
- [Tri-County International Trucks, Inc.](#) - 017B1300013 - Scott Fracalossi (586) 222-2940
- [Berger Chevrolet](#) - 071B1300016 - Bob Evans (616) 575-9629
- [071B1300303](#) - Mobility Transportation Services-Passenger Nonlift Vehicle & Lift Vehicle with Alternate Seating- David Brown (800) 496-4280
- [071B1300304](#) - Mobility Transportation Services-Accessible Passenger Vehicle - David Brown (800) 496-4280

**BUS CONTRACTS**

071B1300118	Buses-Small 18 & 22 passenger - Midwest Transit Equipment of Michigan Inc.
071B1300119	Buses-Small 18 & 22 passenger - Hoekstra Transportation
071B1300129	Buses-Small 18 & 22 passenger - Mobility Transportation
071B1300233	Buses-Small Light-Duty Buses- 11 Passenger Non-lift/Lift Buses with Alternate Seating
071B3200058	Buses-Medium Non-Lift and Lift

MDOT Authorized Entities and State of Michigan Memo





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



Electric, Steam, Water  
Cable Television and High Speed Internet  
Service since 1889

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

## MEMO

To: Rod Lesko, Acting General Manager

From: Bill Weirich, Water Dept. Superintendent

Re: Purchase a Ford -750 5 Yd Dump Truck

The current condition of the 1997 dump truck has reached its age limit and because of all the necessary repairs needed to make it useful again, roughly \$20,000 or more, but could end up costing just as much or more two to three years from now. For those reasons and because it's the work horse of our fleet I feel it would be best to purchase a new truck versus repairing it, from both aspects of safety and the repairs needed on the vehicle to make it useful again.

The following is a list of repairs that have been done and some that are needed now:

### Repairs done:

Brakes replace or repaired three (3) times in last four years.  
Transmission rebuilt and still giving us problems July 2010  
Replaced power steering unit August 2008  
Repaired PTO unit and freed up the cables to the dump box August 2011  
Replaced the alternator February 2010  
Replaced flex pipe from the muffle to the stack Aug 2003  
Welded numerous places on the dump box to hold in the spoils 2011 to current  
Repaired the electrical wiring to the brakes and tail lights 2010  
Repaired diesel tank rusting out at the hold down straps

### Current Issues:

Transmission needs to be rebuilt again  
Front end work- wheel bearings, brakes, and tie rod ends need to be repaired or replaced  
Body--Floor board gone we have a sign over the rusted out areas, gas pedal wired and pinned into place, PTO held in place by wood slats, dump body completely rusted out costs to replace \$12,000  
Lower frame rails in the areas that hold the dump box in place are rusted out in places and needs to be replaced.  
Entire exhaust system needs to be replaced  
Hydraulic system that raises and lowers the dump box needs to be repaired or replaced

Gorno Ford, the Michigan State bid winner, submitted a base rate for the vehicle frame and dump box of \$64,585 but after some research, we requested that we get prices for the following upgrades :

Air brakes w/dryer---\$1,950.00  
Air ride suspension (w/air brakes)--\$1,100.00  
Synthetic front and rear axle lube-----\$168.00  
Vertical Exhaust---\$295.00  
Larger Batteries----\$95.00  
Jump Start Stud located outside of the battery compartment--\$29.00  
Trailer tow prep-----\$250.00  
Aluminum Gas Tank--\$350.00  
Hour meter for motor---\$100.00  
Derate to 25,995 lbs GVW--\$75.00  
Up-grade from a 200 hp Cummins to a 250 hp--\$2,777.00  
Tow pkg w/combo pintle hook---\$895.00  
Transfer electric trap from old dump to new---\$725.00  
Upgrade from 650 to750 includes 10,000 lb front axle & 21,000 rear axle & springs + DO + 80000PSI frame---\$1995.00  
Amber lighting PKG ---\$700.00  
Total costs of up-upgrades---\$11,504.00

Total costs for vehicle --\$76,089.00

I did solicit a bid from Jorgenson Ford and their base rate without the upgrades and the dump box was \$69,634.00.

I would recommend that we approve the purchase of the Ford 750 5 yard dump truck from Gorno Ford of Woodhaven Michigan

*GORNO FORD*

*Presents...*



**The 2013 Ford F-750 XL**

**Regular Cab**



*Prepared For:* Bill  
*Prepared By:* Eddie Williams  
*Prepared On:* January 15, 2013



**GORNO FORD**

January 15, 2013

Bill  
Wyandotte Water Dept  
Michigan

**Re: The 2013 Ford F-750 XL**

Dear Bill,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Eddie Williams  
Gov't Sales

Prepared For:  
Bill  
Wyandotte Water Dept  
Michigan

Prepared By:  
Eddie Williams  
GORNO FORD  
22025 ALLEN RD  
WOODHAVEN, Michigan, 48183

Ship To:  
Bill  
Wyandotte Water Dept  
Wyandotte, MI.



## Selected Options

2013 Ford F-750

Regular Cab XL (F7F)

Vehicle Snapshot
<b>Engine:</b> Cummins (6.7L) ISB 250 HP @ 2300 RPM, Governed @ 2600 RPM
<b>Transmission:</b> Allison 2500 6-Speed, RDS Series On-Off
<b>Rear Axle Ratio:</b> 6.50
<b>Brakes:</b> Air Brakes - Straight Truck w/16.5x7.0 Rear Pads - 22.5" Wheels
<b>GVWR:</b> 25,999 lbs

Code	Description
F7F	Base Vehicle Price (F7F)
99J	Cummins (6.7L) ISB 250 HP @ 2300 RPM, Governed @ 2600 RPM <i>Starting Motor - 12-Volt, 38 MT, Delco-Remy America Inc. Type 300 ; Less thermal overcrank protection.; Radiator - Modine, 717 Sq In Cross Flow, 4.25" Core w/in-Tank Trans Cooler. Mainshaft Driveline, 1710, Includes Borg Warner SA75 viscous screw on type fan clutch. Includes Donaldson single stage dry type air cleaner with restriction indicator. Includes Fleetguard FS19557, with electric type heater and primer pump - engine mounted fuel/water separator. 660 lb-ft torque @ 1600 RPM, 2600 RPM governed speed, 250 peak HP (Max). Component-manufacturer warranty applies. Subject to change by manufacturer without notice. . . Torque: 660 ft.lbs, @ 1600 rpm.</i>
631	CARB Clean Idle Label on Hood - Required for registration in CA, CT, DE, GA, ME, NJ, NY, NC, and PA
425	50 State Emissions
44F	Allison 2500 6-Speed, RDS Series On-Off <i>RDS Series On-Off, Synthetic Transmission Oil, 20 thru 28 Pints - Meets Allison TES295 Specification; GVWR Limit: 33,000 lbs. 4th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; With PTO Provision, Less Retarder, With 33,000-lb GVW &amp; GCW Max. On/Off Hwy.</i>
52P	Mainshaft Driveline, SPL140 ILO 1710 Series

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference: C105206001 10/29/2012

Printed on January 16, 2013 at 16:27

Price Level: 316

QuoteID: WYANDOTTE

Page 3

## Selected Options Continued

Prepared For: Bill  
Prepared By: Eddie Williams  
Dealership: GORNO FORD

Code	Description
159	<b>Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop</b> <i>Mounted at rear of frame, compatible with trailers that use combined stop, tail, turn lights.</i>
67C	<b>Air Brakes - Straight Truck w/16.5x7.0 Rear Pads - 22.5" Wheels</b> <i>Air Compressor, Cummins, 18.7 CFM Capacity. Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel, includes 15" x 4" front brakes, dual direct reading air pressure gauges, front and rear dust shields, brake lines color coded nylon, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking brake chambers mounted on front of rear axle, three drain valve(s) and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection.</i>
62D	<b>Air Dryer, Bendix AD/IP w/Heater, Standard Position</b> <i>Automatic drain valve includes Bendix DV-2 w/heater. Mounted inside left frame rail, back of cab.</i>
43H	<b>I-Beam Type - 10,000 lb. Cap. Non-Driving - Meritor MFS-10-122A</b> <i>Steering Wheel - Two Spoke, Black PVC, 17.5" Dia. ; Includes Ross TAS-86 power steering gear.</i>
61C	<b>Taper-Leaf Springs, Parabolic - 10,000 lb. Cap</b> <i>Includes shock absorbers.</i>
61Y	<b>Front Auxillary Springs - Rubber</b>
60A	<b>Lube, Front Axle, EmGard 50W, Synthetic Oil</b>
607	<b>EmGard 75W-90 Synthetic Rear Axle Lube - 1 to 29.99 Pints</b>
X6D	<b>6.50 Axle Ratio</b>
47G	<b>21,000 lb. Single-Speed - Dana 21060S</b> <i>Single reduction with 190 wheel ends. NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>
68F	<b>Air Suspension - 23,000 lb. Cap</b> <i>9.25" ride height with single air suspension leveling valve. Includes rear shock absorbers.</i>
68Z	<b>Air Suspension Dump Valve</b> <i>System Control In Overhead Gauge / Switch Pod</i>
647	<b>Wheels, Front 22.5x7.5 Powder Coated Steel Disc, 10-Hole</b> <i>(285.75MM BC) hub piloted, flanged nut, 5 hand hold, metric mount, 7.50 DC rims; with steel hubs, white.</i>
TCT	<b>Tires, Front Two 11R22.5G Goodyear G661 HSA (497 rev/mile)</b>
667	<b>Wheels, Rear 22.5x7.5 Powder Coated Steel Disc, 10-Hole</b> <i>(285.75MM BC) hub piloted, flanged nut, 5 hand hold, metric mount, 7.50 DC rims; with steel hubs, white.</i>

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05206889 10/29/2012

## Selected Options Continued

Prepared For: Bill  
Prepared By: Eddle Williams  
Dealership: GORNO FORD

Code	Description
RCT	Tires, Rear Four 11R22.5G Goodyear G661 HSA (497 rev/mile)  156" Wheelbase/84" CA/48" AF/246" OAL
835	Single Channel - Straight 'C' 15.14 SM, 80,000 PSI - For GVW Ratings 33,000 lbs. Maximum <i>High strength low alloy steel, 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm), 437.9" (11122mm) maximum OAL.</i>
76B	Tow Hooks, Front (2) Inside Rail, Frame Mounted
20Y	Special Rating GVWR - Limited to 25,989 lb. GVWR
91D	Under Cab, Vertical Outlet, Right Side <i>Single, horizontal, diesel particulate filter assembly, frame mounted outside right rail under cab, single horizontal SCR assembly, frame mounted outside right rail under cab, right side mounted vertical tail pipe and guard.</i>
911	Turn Back Type Outlet, for Vertical Exhaust
86K	5 Gallon Urea Tank <i>Mounted L/H rail under cab.</i>  10 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection
982	Tank - Aluminum (Deep) 50 U.S. gal. (189 L.) - Single <i>LH D-style, top draw, 16" tank depth, mounted left side under cab in front of battery box. Includes under cab mounted exhaust system.</i>
63D	Three - 900 CCA, 2700 Total, Includes Steel Battery Box and Plastic Lid <i>12Volt, Motorcraft.</i>
59C	Body Builder Wiring - To End of Frame <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>
17B	185 Amp, Leece-Neville 12-Volt, Brushless, Pad Mounted, Alternator
55M	Jump Start Stud - Remote Mounted
88H	Driver, Bucket Seat, 30%, Reclining, Steel Gray Vinyl w/Steel Gray Vinyl Insert <i>Fixed track with fore aft adjust, high back with integral headrest and single armrest, inboard. Seats are color coordinated to cab trim level. All seats include seat belts.</i>
85A	2 Passenger, 70% Bench, Folding, Steel Gray Vinyl w/Steel Gray Vinyl Insert

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.  
Reference C705208891 10/29/2012

## Selected Options Continued

Prepared For: Bill  
Prepared By: Eddie Williams  
Dealership: GORNO FORD

Code	Description
	<i>Intermediate folding back, Integral outboard headrest, fold down single armrest, inboard, with cupholders. .</i>
16V	<b>Voltmeter</b> <i>Located in overhead pod.</i>
17H	<b>Hour Meter (Hobbs) Engine</b> <i>System Control in Overhead Gauge / Switch Pod; Transmission Oil Temperature Gauge</i>
680A	<b>XL Trim Package</b> <i>(88H) Driver, Bucket Seat, 30% Reclining, Steel Gray Vinyl w/Steel Gray Vinyl Insert : Fixed track with fore aft adjust, high back with integral headrest and single armrest, inboard. Seats are color coordinated to cab trim level. All seats include seat belts.; (85A) 2 Passenger, 70% Bench, Folding, Steel Gray Vinyl w/Steel Gray Vinyl Insert : Intermediate folding back, Integral outboard headrest, fold down single armrest, inboard, with cupholders. . Includes molded cloth headliner, RH and LH coat hooks, sunvisors with passenger side mirror, interior back panel painted body color, door trim panels with std armrest, manual air conditioning, West Coast mirrors, bright front headlight bezel, chrome grille and chrome front bumper. Steel gray interior color.</i>
54A	<b>Mirrors, Dual Stainless Steel - Rectangular, 7 1/2" x 16 1/2"</b> <i>West Coast style, 102" wide spacing.</i>
54C	<b>Mirrors, 2 Auxiliary Convex - Stainless Steel</b> <i>8" dia., mounted below primary mirrors.</i>
58B	<b>Radio AM/FM Stereo w/Clock &amp; MP3 Audio Input</b>
B4A	<b>Net Invoice Fleet Option</b>
E	<b>Gray</b>
YZ	<b>Oxford White</b>

Vehicle Subtotal

Destination

Vehicle Subtotal (including Destination)

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.  
Reference CTDS208861 10/29/2012

## 2013 Ford F-750 Regular Cab XL (F7F)

Cummins (6.7L) ISB 200 HP @ 2300 RPM. Governed @ 2600 RPM  
Allison 2500 6-Speed, RDS Series On-Off

Exterior (0 P) Oxford White

Interior (0 I) Gray



### Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- Cummins 6.7L I-6 OHV w/diesel injection 200hp
- 6 speed automatic trans w/OD
- 4-wheel ABS, hydraulic disc brakes
- 11.0R22.5 AS tires
- Air conditioning
- Tinted glass
- AM/FM stereo
- Variable intermittent wipers
- 22.5" x 7.5" white steel disc wheels
- Tachometer
- Message center
- High back driver bucket seat, mid back passenger two person bench seat
- Vinyl seats
- 1,250 Amp (total) dual batteries
- 185 Amp alternator
- Side steps
- 45gal. left front fuel tank
- Multi-leaf rear springs
- 10,000lbs. front axle capacity
- 21,000lbs. rear axle capacity
- 10,000lbs. front spring rating
- 23,500lbs. rear spring rating
- 15.14cu.in frame section modulus
- 80,000 frame yield strength (psi)
- 194.0" wheelbase
- 120.0" cab to axle
- 75.0" axle to end of frame
- 308.0" overall length
- Heated fuel/water separator
- Transmission PTO provision
- Right mounted horizontal muffler, right mounted horizontal tailpipe
- Dual electric horn

### STANDARD VEHICLE PRICE

**\$66,615.00**

#### OPTIONAL EQUIPMENT

194" Wheelbase/120" CA/75" AF/308" OAL	STD
Single Channel - Straight 'C' 15.14 SM, 80,000 PSI - For GVW Ratings 33,000 lbs. Maximum	N/C
I-Beam Type - 10,000 lb. Cap.	STD
Non-Driving - Meritor MFS-10-122A Taper-Leaf Springs, Parabolic - 10,000 lb. Cap	STD
21,000 lb. Single-Speed - Dana 21060S	N/C
Multi-Leaf Springs - Vari-Rate Suspension 23,500 lb. Cap	STD
6.17 Axle Ratio	N/C
Air Brakes - Straight Truck w/16.5x7.0 Rear Pads - 22.5" Wheels	\$1,341.00
Cummins (6.7L) ISB 200 HP @ 2300 RPM, Governed @ 2600 RPM	STD
CARB Clean Idle Label on Hood - Required for registration in CA, CT, DE, GA, ME, NJ, NY, NC, and PA	N/C
50 State Emissions	N/C
Mainshaft Driveline, SPL140 ILO 1710 Series	\$183.00
Allison 2500 6-Speed, RDS Series On-Off	STD
Back of Cab, Right Side Outlet	STD
185 Amp, Leece-Neville 12-Volt, Brushless, Pad Mounted, Alternator	STD
Two - 625 CCA, 1250 Total. Includes Steel Battery Box and Electrolyte	STD
Tank - Steel (Shallow) 45 U.S. gal. (170	STD

Accessories and Incentives \$0.00

**SUBTOTAL \$68,139.00**

Destination \$1,495.00

**TOTAL \$69,634.00**

CITY MPG  
N/A



HIGHWAY MPG  
N/A

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

12

**MEETING DATE:** February 11, 2013

**AGENDA ITEM #** \_\_\_\_\_

**ITEM:** Financing - Biddle/Mulberry Medical Office Development - (Dr. Atto)

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** At the May 16, 2011, City Council Meeting, the City Council agreed to sell certain real property commonly known as 87 Mulberry, 2312 Biddle, 2324 Biddle, 2338 Biddle, and 2344/2346 Biddle to Dr. Ghazwan Atto in the amount of \$310,000. At the September 12, 2011, City Council Meeting, the First Amendment to the Purchase Agreement which added 90 Walnut to the property being sold and increased the sale price to \$378,750. At the December 19, 2011, City Council Meeting, the City Council agreed to the Second Amendment to the Purchase Agreement which added 2350 Biddle to the property being sold and increased the sale price to \$451,000. The cost of the additional property was shared equally by the City and the developer and caused the investment in real property to increase from a minimum of 9,000 square feet a minimum of 17,000 square feet. Subsequent to this amendment to the purchase agreement, the developer continued to acquire adjacent property for his development which would not yield an increase in square footage of the building. As such, instead of continuing this cost-sharing arrangement, the City proposed financing the additional acquisitions using the UDAG Fund to be repaid by the developer within ten (10) years with interest. Note that the City's interest will be subordinate to the bank lending associated with this development but that a personal guarantee has been received from the developer.

**STRATEGIC PLAN/GOALS:** The commitment to an economic development strategy that results in expansion and "good neighbor" to the city's growing Medical and Health complex along Biddle surrounding Wyandotte Henry Ford Hospital.

**ACTION REQUESTED:** The undersigned recommends the approval of the loan from the UDAG Fund for \$300,000 to be repaid within ten (10) years and that the Mayor and City Clerk should be authorized to execute the accompanying Subordination Agreement, Promissory Note, Guarantee of Promissory Note, Mortgage, and Lien on Property.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Loan will be issued from the UDAG Fund. There is anticipated interest revenue of approximately \$37,000 over the life of the loan. Cost avoidance will also be realized in the TIFA Consolidated Fund by ceasing the cost-sharing arrangement with the developer relative to additional adjacent property.

**IMPLEMENTATION PLAN:** The Department of Legal Affairs will coordinate the closing of the city-owned properties and ensure that the Mayor and City Clerk execute the appropriate

documentation securing our interest in the loan and property.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

**LEGAL COUNSEL'S RECOMMENDATION:** Concur

**MAYOR'S RECOMMENDATION:** Concur (JRP by TD)

**LIST OF ATTACHMENTS:** Subordination Agreement with Promissory Note, Guarantee of Promissory Note, Mortgage, and Lien on Property

**MODEL RESOLUTION:**

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES a UDAG loan to JAJL Properties, LLC, in the amount of \$300,000 to be repaid within ten (10) years at 2.31% interest and

Further authorizes the Mayor and City Clerk to execute the accompanying documents relative to securing our interest in the property and documenting the repayment terms of the loan

## SUBORDINATION AGREEMENT

**THIS SUBORDINATION AGREEMENT** (this "Agreement") is made as of February \_\_, 2013 (the "Effective Date"), by and among **JAJL PROPERTIES, LLC**, a Michigan limited liability company ("JAJL"), with an address at 2300 Biddle Street, Wyandotte, Michigan 48192, **GHAZWAN ATTO M.D.** ("Atto"), with an address at 2300 Biddle Street, Wyandotte, Michigan 48192, and **GHAZWAN ATTO M.D. P.C.**, a Michigan corporation ("Atto Corporation"), with an address at 2300 Biddle Street, Wyandotte, Michigan 48192 (each referred to herein as a "Borrower" and collectively as the "Borrowers"); the **CITY OF WYANDOTTE**, a Michigan municipality, with an address at \_\_\_\_\_ (with any permitted successors or assigns, the "Subordinating Creditor"); \_\_\_\_\_ **ATTO** with an address at 2300 Biddle Street, Wyandotte, Michigan 48192 ("Guarantor"); and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, whose address is 755 West Big Beaver Road, Suite 2400, Locator #R-J40-25C, Troy, Michigan 48084 ("Lender").

### RECITALS:

A. Lender and Borrowers have or will enter into that certain Construction Loan Agreement ("Loan Agreement"), and related loan and security documents (collectively, with the Loan Agreement, the "Loan Documents") pursuant to which Lender made or will make certain loans to Borrowers, including, a Five Hundred Thousand and 00/100 Dollars (\$500,000.00) term loan to Atto Corporation, an Eight Hundred Twenty Thousand and 00/100 Dollars (\$820,000.00) term loan to Atto, and a One Million Seven Hundred Ninety-One Thousand Three Hundred Ninety and 00/100 Dollars (\$1,791,390.00) construction term loan to JAJL (collectively, with any other obligations of Borrowers to Lender, whether or not arising out of the Loan Documents and whether now existing or hereafter created, the "Senior Debt"). The Senior Debt, or other credit extensions, if any, may be made in such form and upon such terms, subject to such conditions and in accordance with such other provisions as Lender deems appropriate in its sole discretion. The Senior Debt is secured by, among other things, a Mortgage executed by JAJL in favor of Lender dated February \_\_, 2013 (the "Senior Mortgage") on the property commonly known as 3200 Biddle Street, Wyandotte, Michigan 48192 (the "JAJL Property").

B. Borrower has or will borrow from Subordinating Creditor the total sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), pursuant to, and evidenced a certain Promissory Note Concerning UDAG Loan (the "Subordinated Note") dated \_\_\_\_\_, a copy of which is attached hereto as Exhibit A (the "Subordinated Loan", together with all other obligations for borrowed money owing to Subordinating Creditor from any Borrower or Guarantor, whether currently existing or hereafter created, the "Junior Debt").

C. The Subordinated Loan is secured by that certain Guarantee of Promissory Note executed by Atto and Guarantor in favor of the Subordinating Creditor dated \_\_\_\_\_, a copy of which is attached hereto as Exhibit B (together with all other guaranties of any nature guarantying or securing the Subordinated Loan, whether currently existing or hereafter created, the "Guaranty").

D. The Subordinated Loan is further secured by that certain Mortgage with respect to the JAJL Property executed by JAJL in favor of the Subordinating Creditor dated \_\_\_\_\_, a copy of which is attached hereto as Exhibit C (together with all other mortgaged of any nature securing the Subordinated Loan, whether currently existing or hereafter created, the "Subordinate Mortgage").

E. To induce Lender to lend or continue the Senior Debt to Borrowers, the Subordinating Creditor has agreed to subordinate the Junior Debt to the Senior Debt pursuant to the terms and conditions hereof.

F. Subordinating Creditor represents to Lender that, except for the Guaranty and the Subordinate Mortgage, the Subordinated Loan is unsecured and shall remain unsecured during the term of the Senior Debt.

G. Subordinating Creditor acknowledges that Lender is relying upon this Agreement and Subordinating Creditor's agreements herein as a material inducement to the extension and/or continuation of credit to Borrowers.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the foregoing Recitals (which are incorporated as part of this Agreement) and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. **Subordination of Junior Debt.** The Junior Debt, and the payment thereof by Borrowers, shall be and is hereby postponed and subordinated to the prior payment and satisfaction in full, together with all interest thereon and expenses of collecting the same, of the Senior Debt and/or any renewals or extensions, amendments and novations thereof. The Senior Debt, together with all interest thereon and expenses of collecting the same, shall have been paid and satisfied in full, before any payment shall be accepted from or required of any Borrower as to the Junior Debt. Furthermore, this Agreement shall continue in full force and effect and Lender may make advancements of credit to Borrowers in reliance upon this Agreement, until terminated as otherwise herein provided for. Thereafter, this Agreement shall nevertheless remain in full force and effect with respect to the Senior Debt and the Junior Debt, and Lender may thereafter continue to grant to Borrowers renewals and/or extensions of time, and may otherwise proceed in its sole discretion in the enforcement of such Senior Debt until all of said sums and the Senior Debt shall have been paid in full, without in any manner impairing, lessening, or invalidating the force and effect of this Agreement.

2. **Subordination of Guaranty.** Subordinating Creditor agrees that any and all rights of Subordinating Creditor under the Guaranty, and any other guaranties of any Junior Debt, shall be subordinate to the Senior Debt, and any and all guaranties of the Senior Debt executed in favor of Lender, and any and all rights of Lender under this Agreement and all Loan Documents evidencing the Senior Debt. The Senior Debt and any and all guaranties of the Senior Debt, shall be fully paid and discharged, together with all interest thereon and expenses of collecting the

same, before any payment shall be accepted from or required of any Guarantor as to any of the Guaranties.

3. **Subordination of Subordinate Mortgage.** Subordinating Creditor agrees that any and all rights of Subordinating Creditor under the Subordinate Mortgage shall be subordinate to the Senior Debt, the Senior Mortgage, and any and all rights of Lender under this Agreement and all Loan Documents evidencing the Senior Debt. The Senior Debt shall be fully paid, together with all interest thereon and expenses of collecting the same, and the Senior Mortgage discharged before any action of any kind shall be taken by Subordinating Creditor under the Subordinate Mortgage or against the JAJL Property.

4. **Permitted Payments.** Notwithstanding the subordinations contained in this Agreement, Subordinating Creditor may receive payments of principal and interest otherwise herein subordinated under the terms of the Subordinated Note, but without acceleration thereof for any reason. Notwithstanding anything contained herein to the contrary, upon any default or event of default under any of the Loan Documents all payments to the Subordinating Creditor on account of the Junior Debt, including but not limited to any payments under the Subordinated Note, shall immediately cease and the subordinations contained in this Agreement shall control in their entirety.

5. **Representations and Warranties.** Borrowers, Guarantor, and Subordinating Creditor represent and warrant to Lender as follows:

(a) They have delivered to Lender all original writings evidencing the Subordinated Loan and any other existing Junior Debt, or any part thereof; or have marked each instrument or other writing evidencing the Junior Debt or any part thereof with a conspicuous legend stating "***ANY INDEBTEDNESS EVIDENCED BY THIS NOTE IS SUBORDINATED TO THE PRIOR PAYMENT IN FULL OF THE SENIOR DEBT, AS DEFINED IN THE SUBORDINATION AGREEMENT, DATED AS OF FEBRUARY \_\_, 2013, BY AND AMONG JAJL PROPERTIES, LLC, GHAZWAN ATTO M.D., GHAZWAN ATTO M.D. P.C., \_\_\_\_\_ ATTO, AND PNC BANK, NATIONAL ASSOCIATION, THE PROVISIONS OF WHICH ARE INCORPORATED HEREIN AND BY THIS REFERENCE MADE A PART HEREOF.***"

(b) Except for the Guaranty and Subordinate Mortgage, the Junior Debt is unsecured and there are no other guarantors, whether of payment or collection, of the Junior Debt.

(c) They have delivered to Lender true and correct copies of the Guaranty and Mortgage and the same are attached hereto as Exhibit B and Exhibit C.

(d) Subordinating Creditor owns the Junior Debt, the Guaranty, and the Subordinate Mortgage absolutely, free from any lien, security interest or equity of any kind in favor of any third party, except the subordination rights granted to Lender in this Agreement.

6. **Negative Covenants.** At any time while any Senior Debt remains outstanding and until the Senior Debt has been paid in full, Borrowers, Guarantor, and Subordinating Creditor agree that:

(a) except as set forth in Paragraph 4 above, Subordinating Creditor will not require or accept any payment of principal or interest in respect of the Junior Debt or the Guaranty;

(b) except for the Subordinate Mortgage and Guaranty, require or accept any security for the Junior Debt or for any other existing or future liability or obligation of Borrowers or Guarantor to Subordinating Creditor, or to assert, collect or enforce its rights against any collateral for the Junior Debt;

(c) except as set forth in Paragraph 7 below, take any action of any kind to assert, collect or enforce any Junior Debt or the Guaranty;

(d) take any action of any kind to assert, foreclose upon, or otherwise enforce the Subordinate Mortgage;

(e) sell, pledge or otherwise transfer any Junior Debt, the Guaranty, or the Subordinate Mortgage; or

(f) accept any new note or other writing to evidence the Junior Debt or any part thereof or any new guaranty, mortgage, or other document or instrument of any kind securing the Junior Debt.

7. **Enforcement Action by Subordinating Creditor.** Notwithstanding the covenants contained in Paragraph 6 above, after completion of JAJL's construction of the planned approximately 16,470 square foot medical office building on the JAJL Property, Subordinating Creditor may seek to enforce its rights under the Subordinated Note and/or Guaranty, but not the Subordinate Mortgage, following an event of default under the Subordinated Note, subject to the following: (a) Subordinating Creditor shall promptly provide Lender written notice of the occurrence of any event of default under the Subordinated Note; and (b) Subordinating Creditor shall not take any action to enforce its rights under the Subordinated Note and/or Guaranty until at least one hundred eighty days (180) days after Subordinating Creditor provides such written notice of default to Lender.

8. **Proceedings.** In any Proceeding (as hereinafter defined), Lender shall have the sole right (but not the duty) to prepare and file a proof of claim based upon the Junior Debt and to vote and otherwise enforce and use the same in such manner as Lender shall deem advisable; provided, that if Lender shall fail to file such proof of claim on or before the thirtieth (30<sup>th</sup>) day next preceding the last day permitted for such filing, Subordinating Creditor will forthwith give Lender written notice of such failure and thereupon file a proof of claim based on the Junior Debt and giving effect to this Agreement. In each such Proceeding, Subordinating Creditor shall, at no cost or expense to Lender, furnish such witnesses and such supporting records and other data,

execute and deliver such writings, and make and do all such other and further acts and things as Lender may demand and Lender shall be entitled to the proceeds of such claim until the full amount of all Senior Debt shall have been paid in full. Any remaining balance received by Lender shall be delivered promptly to Subordinating Creditor.

**9. Receipt of Payments.** In the event the Subordinating Creditor shall receive payment from any Borrower or Guarantor in violation of this Agreement, whether such payment be in cash or otherwise, the Subordinating Creditor shall be liable and accountable to Lender therefore, shall be deemed to have received such payment for the use and benefit of Lender, shall not commingle the same with any other funds and shall pay over and deliver such payment to Lender immediately, to be applied upon the Senior Debt if in cash, and if in form other than cash, then as the same is converted into cash.

**10. Unconditional and Continuing Subordination.** Subordinating Creditor's obligations under this Agreement shall remain in full effect until payment in full of the Senior Debt regardless of the lapse of time, regardless of any act, omission or course of dealing whatever on Lender's part, and regardless of any other event, condition or thing. Without limiting the generality of the foregoing, Subordinating Creditor's liability under this Agreement shall not be diminished or impaired by:

- (a) Lender's granting Borrowers any credit the payment of which for any reason does not constitute Senior Debt, or any failure or refusal of Lender to grant any other credit to Borrowers even if Lender thereby breaches any duty or Commitment (as hereinafter defined) to Borrowers or anyone else;
- (b) any extension, renewal or refinancing of the Senior Debt in whole or in part;
- (c) any amendment or other modification of any kind in, to or of any Proceeding, or any waiver of any default or any consent or other indulgence granted to any Obligor (as hereinafter defined);
- (d) any acceptance of security from any Obligor on the Senior Debt;
- (e) any release of any security or Obligor, including any guarantor under its guaranty obligations to Lender, even if Lender receives no consideration for the release;
- (f) Lender's failure to make any presentment or demand for payment, to assert or perfect any claim or demand or to enforce any right or remedy, or any delay or neglect by Lender in respect of Borrowers' debt to Lender; or
- (g) any failure to give Subordinating Creditor notice of (1) the granting of any loan or other credit extension or the terms, conditions and other provisions applicable thereto, (2) any dishonor by Borrowers or any other Obligor, or (3) any other event, condition or thing, other than any specifically required by this Agreement.

11. **Definitions.** As used in this Agreement,

“**Commitment**” means any written Commitment (whether conditional or unconditional) by Lender to extend credit to any Borrower pursuant to a credit agreement, or to extend credit for any Borrower’s account pursuant to a letter of credit or any similar Commitment;

“**Obligor**” means any person or entity who, or any of whose property, shall at the time in question be obligated in respect of the Senior Debt or any part thereof and includes, without limitation, co-makers, endorsers, guarantors of payment, subordinating creditors, pledgors and mortgagors, if any;

“**Proceeding**” means any assignment for the benefit of creditors or any case in bankruptcy involving any Borrower or as a debtor or any other marshalling by a court of competent jurisdiction of any Borrower’s assets and liabilities for the benefit of creditors;

“**Related Writing**” means any indenture, note, mortgage, security agreement, notice, financial statement, legal opinion, certificate or other writing of any kind pursuant to which the Senior Debt or any part thereof is issued or which evidences or secures the Senior Debt or any part thereof or which is delivered to Lender pursuant to another such writing or which is otherwise delivered by any Obligor (or any officer, auditor, counsel or agent of any Obligor) in respect of the Senior Debt or any part thereof.

12. **Notices.** Written notice, whether or not received, shall be deemed to have been given to any Borrower, Guarantor, and Subordinating Creditor, as the case may be, three (3) days after Lender shall mail such notice by certified or registered mail to such Borrower, Guarantor, or Subordinating Creditor, at the address listed in this Agreement or the Loan Documents; however, no other method of giving actual notice to any Borrower, Guarantor, or Subordinating Creditor is hereby precluded. Lender shall be deemed to have knowledge or to have received notice of anything only if an appropriate loan officer of Lender shall have received actual knowledge or written notice thereof.

13. **Governing Law; Successors In Interest.** This Agreement shall be governed by the laws of the State of Michigan without regard to its conflicts of law provisions that would give effect to the laws of another jurisdiction. This Agreement binds Borrowers, Guarantor, Subordinating Creditor, and each of their successors in interest and assigns and benefits Lender and each of its successors in interest.

14. **Facsimile Signatures; Non-Paper Records.** Any signature or other authentication delivered by facsimile or electronic transmission shall be deemed to be an original signature hereto. Each party who signs or otherwise authenticates this Agreement hereby: (a) agrees that Lender may create a duplicate of this Agreement by storing an image of it in an electronic or other medium (a “Non-Paper Record”); (b) agrees that, after creating the Non-Paper Record, Lender may discard or destroy the original in reliance on this paragraph; (c) agrees that the Non-Paper Record and any perceivable form of the Non-Paper Record shall be treated as the original for all purposes; and (d) expresses its present intent to adopt and accept the Non-Paper Record as an authenticated record of this Agreement. This Agreement, when signed or

authenticated pursuant to this Paragraph, shall be evidence of the existence of this Agreement and may be received in all courts and public places as conclusive evidence of the existence of this Agreement and that this Agreement was duly executed by the parties to this Agreement.

**15. Jurisdiction and Venue; Waiver of Jury Trial. SUBORDINATING CREDITOR, GUARANTOR, BORROWERS, AND LENDER, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND FOR ALL PURPOSES OF THIS AGREEMENT AND ANY RELATED WRITING, EACH HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS OF COMPETENT JURISDICTION SITTING IN THE STATE OF MICHIGAN, AND IRREVOCABLY WAIVES ANY OBJECTION TO VENUE IN ANY SUCH COURT. BORROWERS, GUARANTOR, SUBORDINATING CREDITOR, AND EACH HOLDER OF THIS AGREEMENT, BY TAKING POSSESSION THEREOF, KNOWINGLY AND VOLUNTARILY WAIVES JURY TRIAL IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED WRITING. EACH HEREBY CERTIFIES THAT THE FOREGOING JURY WAIVER IS A MATERIAL INDUCEMENT TO LENDER TO ENTER INTO THE TRANSACTION EVIDENCED BY THIS AGREEMENT, AND EACH OF THEM CERTIFIES THAT NO REPRESENTATIVE OF THE OTHER HAS REPRESENTED (EXPRESSLY OR OTHERWISE) THAT THE OTHER WOULD NOT OR MIGHT NOT ENFORCE THIS JURY WAIVER.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**BORROWERS:**

JAJL PROPERTIES LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Ghazwan Atto M.D.  
Its: Manager

\_\_\_\_\_  
GHAZWAN ATTO M.D., individually

*[Signatures continued on the following page.]*

GHAZWAN ATTO M.D. P.C.,  
a Michigan corporation

By: \_\_\_\_\_  
Ghazwan Atto M.D.  
Its: President

**LENDER:**

PNC BANK, NATIONAL ASSOCIATION,  
a national banking association

By: \_\_\_\_\_  
Kathleen E. Taouil  
Its: Vice President

**SUBORDINATING CREDITOR:**

CITY OF WYANDOTTE,  
a municipality

By: \_\_\_\_\_  
Its:

**GUARANTOR:**

\_\_\_\_\_  
ATTO, Individually

**EXHIBIT A**  
**SUBORDINATED NOTE**

\$300,000.00

Promissory Note  
Concerning UDAG Loan

Wyandotte, Michigan  
, 2013

For value received, the undersigned, promises to pay to the order of the City of Wyandotte (hereinafter identified as "PAYEE"), the principal sum of THREE HUNDRED THOUSAND and no/100 (\$300,000.00) Dollars, together with interest from the date hereof upon the unpaid principal at a rate of 2.31% per annum.

The principal and interest payments shall be due on the 1<sup>st</sup> day of each month beginning on \_\_\_\_\_, 2013 and continuing each successive month thereafter until the entire principal and interest is paid in full; provided further that the entire principal and interest shall be fully paid within Ten (10) years from the date hereof. Each installment, when paid, shall be applied first to the payment of all interest then due on the unpaid balance of the principal, and the balance of such installment, after paying such interest, shall be applied in reduction of the unpaid balance of the principal. Each monthly payment will be in the amount of U. S. \$2,802.25. In the event that Maker sells, transfers, or assigns any of the real property which secures payment of this Note through a mortgage, then the entire remaining balance must be paid in full upon the date of said sale, transfer or assignment.

As security for payment of this note, the following collateral has been pledged to the Payee by the Maker: Second Mortgage

SEE ATTACHED

In the event that default shall be made in the due and punctual payment of any of the required monthly installments under the terms of this note, and provided the PAYEE shall have given Maker Fifteen (15) days prior written notice of such default by hand delivery or certified mail return receipt requested (with copy to Ron Sollish, Esq. at Maddin Hauser, 28400 Northwestern Hwy., Suite 300, Southfield, Michigan 48034) and if Maker fails to cure said default, then the whole principal of this note remaining unpaid and all other liabilities under this note shall, unless the PAYEE shall otherwise elect, immediately become due and payable without presentment, demand or notice of any kind. Also, in any such event, the PAYEE shall have full power and authority at any time or times thereafter to exercise all or any one or more of the remedies allowed a secured

party under the law of the State of Michigan against the collateral referred to above. In addition, Maker further promises to pay all costs of collection and reasonable attorney fees of PAYEE.

All parties to this note whether makers, indorsers or otherwise waive demand, presentment, or notice of dishonor.

JAJL Properties, LLC, a Michigan Limited  
Liability Company

---

By: Dr. Ghazwan Atto, Manager, Maker

**EXHIBIT B**  
**GUARANTY**

## GUARANTEE OF PROMISSORY NOTE

This Guarantee of Promissory Note, entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, is by and between Ghazwan Atto and \_\_\_\_\_ Atto, his wife (hereinafter referred to as the “Guarantors”) and the City of Wyandotte (hereinafter referred to as “City”).

WHEREAS JAJL Properties, LLC, a Michigan Limited Liability Company (“JAJL”) has executed a Promissory Note dated \_\_\_\_\_, 2013, payable to the order of the City of Wyandotte.

NOW THEREFORE, it is hereby agreed by and between the parties hereto, as follows:

1. The guarantors unconditionally guarantees to the City that they will make the full and prompt payment when due of all Promissory Note obligations, as hereinafter defined, to the City. The City may have immediate recourse against the Guarantors for the full and immediate payment of any Promissory Note obligations at any time after the said obligations, or any part thereof, have not been paid, whether at fixed maturity or accelerated by reason of a demand for payment from the Guarantors due to a default under the terms of the Promissory Note and after the expiration of any notice, cure, or grace period under said Note.
2. The term “Promissory Note Obligations” shall mean all sums and obligations owed to City by JAJL under the terms of the Promissory Note, a copy of which is attached hereto as Exhibit A, and reasonable attorney fees and costs of collection in connection with the enforcement of this Guarantee and any and all obligations of JAJL to the City under the terms of the Promissory Note.

3. This Agreement is a guarantee of payment and not of collection. The City shall not be obligated, prior to seeking recourse against the Guarantors, to take any steps to collect from JAJL, to file a claim against JAJL, to file suit against JAJL, or to take any other action whatsoever, other than providing notice to Guarantors.
4. The obligation of the Guarantors shall be continuing and shall continue, irrespective of any statute of limitations otherwise applicable, until all the Promissory Note obligations have been paid in full. In the event of a default of JAJL under the terms of the Promissory Note, the Guarantors agrees to immediately pay all Promissory Note obligations forthwith just the same as if the Guarantors was a direct and primary obligor under the terms of said Promissory Note. The Guarantors agrees that recourse may be had against their separate or joint earnings and properties to satisfy the obligations hereunder.
5. The Guarantors' liability for payment of the Promissory Note obligations shall be absolute and unconditional. Nothing whatsoever except actual full payment to the City of all the Promissory Note obligations shall operate to discharge the Guarantors' liability hereunder. Accordingly, the Guarantors unconditionally and irrevocably waives each and every defense which might otherwise operate to impair or diminish the liability of the Guarantors for the Promissory Note obligations.
6. No delay on the part of the City in exercising any of their rights, options, or powers hereunder shall constitute a waiver of those rights.
7. This Guarantee and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Michigan.

8. The obligation of the Guarantors hereunder shall be binding upon the Guarantors' personal representatives, successors and assigns, beneficiaries, and heirs-at-law, and shall continue until all the Promissory Note obligations owed to the City hereunder have been paid in full.

IN WITNESS WHEREOF, the parties hereto have executed this Guarantee on the date first set forth above.

WITNESSETH:

\_\_\_\_\_

\_\_\_\_\_  
GHAZWAN ATTO                      GUARANTOR

\_\_\_\_\_

\_\_\_\_\_  
FATIN ATTO, his wife              GUARANTOR

**EXHIBIT C**  
**SUBORDINATE MORTGAGE**

# MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the \_\_\_\_\_ day of February, 2013  
The mortgagor is JAFL Properties, LLC, a Michigan Limited Liability Company

whose address is \_\_\_\_\_ ("Borrower").

This Security Instrument is given to the City of Wyandotte, a Michigan Municipal Corporation  
whose address is 3200 Biddle Avenue, Wyandotte, MI 48192 ("Lender").

Borrower owes Lender the principal sum of THREE HUNDRED THOUSAND and 00/100  
(U.S. \$300,000.00) DOLLARS. This debt is evidenced by Borrower's note dated the same date  
as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if  
not paid earlier, due and payable on December 31, 2023. This Security Instrument secures to  
Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,  
extensions and modifications;  
(b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security  
Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender,  
with power of sale, the following described property located in the City of Wyandotte, County of Wayne  
and State of Michigan:

SEE ATTACHED

TAX I.D. #  
COMMONLY KNOWN AS:

This Mortgage is subordinate in lien to the Mortgage of PNC Bank dated \_\_\_\_\_.

TOGETHER WITH all improvements now or hereafter erected on the property, and all of  
Borrower's right, title and interest in and to all easements, rights, appurtenances, rents, royalties, mineral,  
oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the  
property. All replacements and additions shall also be covered by this Security Instrument. All of the  
foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and  
has the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except  
for encumbrances of record. Borrower warrants and will defend generally the title to the Property against  
all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-  
uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument  
covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall  
promptly pay when due the principal of and interest on the debt evidenced by the Note and any late  
charges due under the Note.

2. Funds for Taxes and Insurance. Borrower shall pay or cause to be paid all taxes and  
insurance on all of the above described property before any penalty or interest attaches thereto.

Application of Payments. Unless applicable law provides otherwise, all payments received by  
Lender shall be applied: first to late charges due under the Note; second, to interest due; and last to  
principal due.

3. Charges, Liens. Borrower shall pay or cause to be paid all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts or other reasonably satisfactory evidence of such payments.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage". This insurance shall be maintained in the amounts and for the periods that Lender requires.

All insurance policies and renewals shall be reasonably acceptable to Lender and shall include a standard mortgage clause. Borrower is to provide evidence of insurance to Lender. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower, after written notice to Borrower and expiring of Ten (10) days.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible and Lender's security would be materially lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. The immediately preceding 3 sentences are subject to PNC Bank's rights to insurance proceeds and application of same.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments. If insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. Borrower may make improvements to the property.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument within Thirty (30) days of written notice from Lender of any such failure, or there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the notice from Lender to Borrower.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Inspection shall be performed one time per calendar year so long as no default exists.

8. Condemnation. Except as provided in the next grammatical paragraph, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are Borrower's property so long as sufficient to restore to an economic unit.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. The provision for application of the proceeds described in paragraph 8 are subject to PNC Bank's rights to said proceeds.

9. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or

Borrower's successors in interest. Lender shall not be required to commence proceedings against amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successor and Assigns Bound, Joint and Several Liability, Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without that Borrower's consent.

11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by hand delivery or by certified mail with return receipt with copy to Ron Sollish, Esq., at Maddin Hauser, 28900 Northwestern Hwy., Suite 300, Southfield, Michigan 48034, unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. Governing Law, Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

13. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

14. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Borrower may transfer all or any part of the property for estate planning, business reorganization, and other transfers of interest in Borrower provided Dr. Ghazwan Atto has a controlling interest in the transferee. Likewise interests in Borrower may be transferred so long as Dr. Ghazwan Atto maintains a controlling interest therein.

If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

15. Borrower's Right to Reinstate. If Borrower meets certain condition, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation secured hereby shall remain fully effective as if no acceleration had occurred.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in paragraph 11. Lender shall publish and post the notice of sale, and the property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fee; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

17. Lender in Possession. Upon acceleration under paragraph 16 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument without charge to Borrower.

19. Lender's rights and remedies hereunder are subordinate to that certain first priority mortgage dated \_\_\_\_\_, 2013, in favor of PNC Bank and from and after any default by Borrower hereunder Lender may take no action against Borrower on the property until such time as PNC Bank has been repaid in full.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed in Presence of:

Signed by:

JAJL Properties, LLC, a Michigan Limited Liability Company

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Dr. Ghazwan Atto, Manager

STATE OF MICHIGAN

COUNTY OF WAYNE ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of February, 2013 By Dr. Ghazwan Atto, as manager of JAJL Properties, LLC, a Michigan Limited Liability Company.

\_\_\_\_\_  
, Notary Public,  
County, Michigan  
My Commission expires:  
Acting in Wayne County

Instrument  
Drafted by: William R. Look  
2241 Oak Street  
Wyandotte, MI 48192

When recorded  
return to: William R. Look  
2241 Oak Street  
Wyandotte, MI 48192

## **Lien on Property to Secure Agreement for Reimbursement**

The parties acknowledge that part of the consideration for the sale of the property described herein (property) to \_\_\_\_\_, (Purchaser) by the City of Wyandotte (Seller) was to have the property generate tax revenue.

In the event part or all of the property (including any building or structure placed on the property) becomes tax exempt at anytime within the first twenty (20) years after the sale of the property by Seller to Purchaser, Purchaser shall reimburse the Seller in an amount determined in accordance with the following formula:

Expected taxable value of the property (including any building or structure on the property) which will be based upon the taxable value established in the year immediately preceding the year any of the property (including building and structures thereon) becomes tax exempt (subject to the last paragraph below in the event the taxable value is zero or the promised commercial development has not been completed at the time it becomes tax exempt) times twenty (20) mills for each year that remains from the time that any of the property (including building and structures thereon) becomes tax exempt until twenty (20) years from date of the sale of the property from Seller to Purchaser. ("Remaining term")

This reimbursement to Seller shall be paid in one lump sum as follows:

20 mills x expected taxable value x remaining term.

For example, if any of the property (including buildings or structures thereon) becomes tax exempt five (5) years after the date of the sale to Purchaser by Seller, and the expected taxable value is \$50,000, the lump sum will be computed as follows:

$\$50,000.00 \times 0.020 \text{ mills} \times 15 \text{ years} = \$15,000.00$

The lump sum is due and payable on or before the date any of the property (including building or structures thereon) becomes eligible to be tax exempt or is transferred, sold or converted to a tax exempt entity (whichever occurs first) and this agreement for reimbursement shall survive the closing of the property and shall remain in effect for twenty (20) years from the date of closing and constitutes a lien (which may be enforced by foreclosure, including foreclosure by advertisement) on the property described herein for twenty (20) years from the date the property is sold to Purchaser by Seller. This lien on property to secure agreement for reimbursement shall run with the land and be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns and will not be subordinated.

Property located in the City of Wyandotte, County of Wayne, State of Michigan, described as:

See attached legal description Addendum "A"

The property prior to closing was tax exempt and in the event a taxable value is not established because any of the property becomes tax exempt within the first year after closing, or prior to the development of the commercial building for medical and office use as set forth in the purchase agreement between Seller and Purchaser, the expected taxable value in that case will be based upon an appraisal of the property which will include the promised development of commercial building for medical and office use as described in the purchase agreement between the parties.

Dated: 2012

\_\_\_\_\_  
By:

**City of Wyandotte, Seller**

\_\_\_\_\_  
By: Joseph R. Peterson, Mayor

\_\_\_\_\_  
By: William R. Griggs, City Clerk

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

13

**MEETING DATE:** February 11, 2013

**AGENDA ITEM #** 13

**ITEM:** Neighborhood Stabilization Program (NSP2) Easement at 2064 5<sup>th</sup> Street

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

*Mark Kowalewski*  
2-4-13

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** The rear addition at the remodeled home at 2064 5<sup>th</sup> Street was built directly under the overhead lines servicing 2070 5<sup>th</sup> Street. The overhead lines could not be replaced overhead because of a large tree at 2070 5<sup>th</sup> Street. Therefore, underground lines were placed in proposed easement on the south five (5) feet of 2064 5<sup>th</sup> Street.

**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 Easement document.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 101-440-925-758 NSP2 – Rehab.  
Construction: None

**IMPLEMENTATION PLAN:** When closings on the home at 2064 5<sup>th</sup> Street the Easement would be executed and recorded against the property.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *OK Skypdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Approved by City Attorney 2/04/13.

**MAYOR'S RECOMMENDATION:** *OK JRP by JD*

**LIST OF ATTACHMENTS:** Easement

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: February 11, 2013

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding installing of the underground electrical service at 2064 5<sup>th</sup> Street, Wyandotte is hereby received and placed on file; AND

BE IT RESOLVED that Council directs the City Attorney to record said easement against said NSP2 Property.

i move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

YEAS

COUNCIL

NAYS

Browning  
DeSana  
Fricke  
Galeski  
Sabuda  
Stec

EASEMENT

Thomas Lybrand, ("Grantor") for valuable consideration, the receipt of which is hereby acknowledged hereby grant, bargain and convey to the City of Wyandotte, a Michigan Municipal Corporation, (hereinafter referred to as the ("Grantee") and to it's successors and assigns, the perpetual easement and right to enter upon the following described property of the Grantors situated in the City of Wyandotte, County of Wayne, State of Michigan, and described as:

The five (5) wide strip of land described as the south five (5) feet of Lot 76, the Wyandotte Home Company's Subdivision as recorded in Liber 39 of Plats, Page 57, Wayne County Records.

Said easement is over a part of the property commonly known as 2064 5<sup>th</sup> Street, Wyandotte, Michigan.

Said easement on, over under, across, and within the above described property for the purpose of constructing, operating, maintaining and repairing the underground electrical wiring and that said Grantee, it's contractors, employees, agents, successors, assigns and lessees shall at all times have free ingress to and egress from said described parcel, to construct, operate, maintain and repair said underground electrical wiring of every nature. Grantor agrees to repair any damage to the surface of said described property resulting from its construction, operating, maintenance and repairing the easement and to restore said described property to the same or better condition to that which existed prior to such work by Grantee.

Grantors further agree that no structures, trees or any other article or thing whatsoever shall be constructed or maintained on, over, under, across, or within the above described parcel and that in the exercise of the easements and ingress and egress rights heretofore reserved herein, said Grantee shall not be liable for any injury or damage to, or disturbance of, nor shall it have any duty to pay for or replace any animate or inanimate improvement on, over, under, across or within the property described herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Signed, sealed and witnessed  
In the presence of:

Signed and Sealed:

\_\_\_\_\_

\_\_\_\_\_  
Thomas Lybrand

STATE OF MICHIGAN)  
  SS  
COUNTY OF            )

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2013 before me, a Notary Public, in and for said County, personally appeared Thomas Lybrand, single man, to me known to be the persons described in and who executed the forgoing instrument and acknowledge that they executed the same as their free act and deed, and represented that they is 18 years of age or older.

\_\_\_\_\_  
Notary Public  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires:

Drafted by and when recorded return to:  
William R. Look, Attorney at Law, 2241 Oak Street, Wyandotte, Michigan 48192

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: February 11, 2013

AGENDA ITEM #

14

ITEM: Neighborhood Stabilization Homes (NSP2) Lottery on February 25, 2013

PRESENTER: Mark A. Kowalewski, City Engineer

*Mark Kowalewski 2-4-13*

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Engineering Department has scheduled the final Lottery Drawing for the two (2) homes at 451 Ford Avenue and 459 Ford Avenue for February 25, 2013. The Council amended the NSP2 Single Family Sales Program Guidelines wherein the City would maintain a Qualified Homebuyer List (QHL) for all buyers who had met all requirements as of October 1, 2012. This list has eight (8) buyers who did not participate in the last lottery on January 2, 2013.

These buyers were notified on January 15, 2013, to see if they are still interested in the program. As of the date of this communication, the Engineering Department has not received any notice from these eight (8) buyers if they want to continue with the purchasing process.

Therefore, the Engineering Department is recommending that buyers on the waiting list be allowed to participate in the Lottery scheduled for February 25, 2013 along with the QHL, provided they met all the requirements. There are 36 applicants at various stages of the qualification process.

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

ACTION REQUESTED: Adopt a resolution approving the utilization of the waiting list for the Lottery Drawing being held on February 25, 2013.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Hold Lottery Drawing on Monday, February 25, 2013, at 2:00 p.m. in the Council Chambers, with participation from all qualified applicants.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *OK S. Dupdale*

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 11, 2013

AGENDA ITEM # \_\_\_\_\_

**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** NSP2 Sales Policy

cc: Jerry Miller, Downriver Real Estate Group  
Santina Daly  
Eight (8) Qualified Homebuyer List  
36 Homebuyer Waiting List

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: February 11, 2013

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the City Engineer regarding opening the Lottery Drawing scheduled for February 25, 2013, to any Qualified Home Buyer and in accordance with the NSP2 Single Family Sales Program Guidelines

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

YEAS

COUNCIL

NAYS

Browning  
DeSana  
Fricke  
Galeski  
Sabuda  
Stec



### *Post-Purchase Counseling*

The Buyers will be required to attend post-purchase counseling with the Housing Counselor

### *Submitting Proposals for NSP2 Home*

Upon meeting income requirements, qualifying for a mortgage product and completing the required amount of housing counseling by October 1, 2012, each homebuyer will be placed on the City's Qualified Homebuyer List (QHL). Each homebuyer on the QHL may then submit a proposal with the price that they can afford to purchase the NSP2 home for. This will happen each time a home becomes listed on the real estate market. The City will then select a proposal by drawing randomly. This ensures that the City and all parties involved follow the fair housing opportunity guidelines. Only one proposal per household may be submitted on any prospective property. "Household" includes all persons residing at the current residence or persons living at the current residence during the twelve (12) months prior to filing an application. Any proposal submissions exceeding one (1) per household will be disqualified.

When the City has more NSP2 homes under construct than there are potential QHL buyers then additional buyers will be added to the QHL based on the chronological date that the potential buyer completed the requirements contained in this Policy. There will be separate lists for low income and moderate income buyers.

#### Example of homebuyer assistance:

If a family of seven (7) has a total household income of \$42,000 per year, they are considered low-income. They are income-eligible to purchase an NSP2 home. They have completed eight (8) hours of home counseling and qualified for a mortgage because they also have good credit and reliable income.

The next step is for the housing counselor to determine the price per month the family can afford to spend on housing payments. MSHDA requires that the home buyer's Principal, Interest, Taxes and Insurance (PITI) not exceed 30% of the household monthly income. For this particular low-income family, that means that PITI cannot exceed \$1,050 per month. Working backwards with estimated taxes and insurance at \$291.66 and \$66.66 per month respectively, the housing counselor concludes that \$691.68 is the most this family can allocate for principal and interest on a mortgage. On a thirty-year mortgage at 5% they can afford to purchase the home for \$120,000 because the monthly principal and interest payment will be \$644.19. Monthly PITI will come to \$1,002.52 which is under their limit of \$1,050.

The particular home this family is purchasing costs \$180,000 to build and is appraised for \$125,000. The listing price was the lower of the two (\$125,000), as per NSP2 requirements. The minimum home buyer assistant is 17.5% or 21,875.00. The family will have a ten (10) year lien on the home in the amount of \$21,875.00 which will dissolve after they have lived in the home for ten (10) years. If the family should move out or sell prior to this, a percentage of the lien is due to MSHDA at the time of closing. Further Purchaser must sign the Homebuyer Certification and Program Agreement which outline the terms and conditions which will remain in effect for the full affordability period, even if the lien is discharged due to early repayment. This document is an attachment to the Purchase Agreement. Add 05/21/12.

Reports

+

minutes



Wyandotte, Michigan February 4, 2013

Regular session of the City Council of the City of Wyandotte, the Honorable Mayor Pro Tempore Lawrence Stec presiding.

ROLL CALL

Present: Councilpersons Browning, DeSana, Galeski, Sabuda

Absent: Councilperson Fricke

PERSONS IN THE AUDIENCE

Rachel Rembisz, 742 Saint Johns, sewage in basement last week, City reluctant to help make repairs to said basement and restore same. Requesting help. Engineer: we do not pay for cleanup up front. Council directed Engineer and Legal Department to coordinate this repair immediately, remove carpet and disinfect.

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: February 4, 2013

AGENDA ITEM #1

**ITEM:** Collective Bargaining Agreement – AFSCME Local #894

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City's collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME) Local #894 expired on January 31, 2013. Attached for your review and approval are tentative agreements between the City of Wyandotte and the AFSCME Local #894 relating to the collective bargaining agreement for the period from February 1, 2013 through December 31, 2018. In addition to changes in various operational work rules, these tentative agreements provide for the following:

1. No wage increase.
2. Elimination of longevity pay.
3. A revision in the cost-sharing formula for active employee health insurance coverage.
4. An increase in prescription copayment for new retirees of the bargaining unit.
5. Implementation of a physical fitness incentive program.
6. Increase in meal ticket reimbursement.
7. Increase in the payment-in-lieu of health care coverage.
8. Elimination of overtime in the final average compensation (FAC) used for the calculation of retirement allowances.

STRATEGIC PLAN/GOALS: To be financially responsible

ACTION REQUESTED: The undersigned recommends approval of these tentative agreements. The Mayor and City Clerk should be instructed to execute this agreement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Savings of approximately 10% of total compensation will be realized. Savings were already incorporated into the 2013 FY Budget and 5-year Financial Forecast for the General Fund.

IMPLEMENTATION PLAN: The City Administrator will prepare a new collective bargaining agreement for the aforementioned period.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Collective bargaining agreement will be reviewed by the City's Labor Attorney prior to signature. Labor attorney has reviewed the tentative agreements.

MAYOR'S RECOMMENDATION: Concur (JRP by TD)

LIST OF ATTACHMENTS: Tentative Agreements

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: February 4, 2013

AGENDA ITEM #2

ITEM: File #4607 Lawn Cutting Services

PRESENTER: Mark Kowalewski – City Engineer

INDIVIDUALS IN ATTENDANCE: NA

BACKGROUND: The City lots are in need of lawn cutting services. Bids were solicited by the Engineering Department and opened on January 14, 2013. These bids were received, reviewed and Frank's Landscaping 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 Frank's Landscaping as the contractor of record.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work form Account No. 492-200-850.520 for the City lots and Account No. 101-448-825-480 for Memorial Park.

IMPLEMENTATION PLAN: Frank's Landscaping will enter into a contract and begin the lawn cutting in the early spring of 2013.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: OK TDrysdale

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: ok JRP

LIST OF ATTACHMENTS

Summary of bids.

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: February 4, 2013

AGENDA ITEM #3

<b>ITEM: Harrison Street Bridge</b>
-------------------------------------

RESENDER: John Hennessey & Ryan Kern of Hennessey Engineering and Mark Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: same

BACKGROUND: The City of Wyandotte and Lincoln Park entered into an Interlocal Agreement for the construction of the Harrison Street Bridge (attached). The agreement describes a not to exceed costs for design and construction inspection. The not to exceed cost for inspection was stated as \$68,000 or \$34,000 for each city in the agreement. This was an error and this amount should have been stated as \$120,000 (see attachment: Hennessey meeting summary memorandum of 12-21-10) or \$60,000 for each city. The not to exceed cost was actually \$142,620.66. Attached is a letter from Hennessey Engineering explaining the exceedance of \$22,620.66

STRATEGIC PLAN/GOALS: Making government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstones of our city government.

ACTION REQUESTED: Council approval of exceedance.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

Major Street Fund Account #202-440-825-460 does not need to be amended as other work for this line item will be reduced by \$22,620.66.

**IMPLEMENTATION PLAN:**

Council approval of exceedance and process payment of Lincoln Park invoice.

**COMMISSION RECOMMENDATION:**

CITY ADMINISTRATOR'S RECOMMENDATION: ok TDrysdale

**LEGAL COUNSEL'S RECOMMENDATION:**

MAYOR'S RECOMMENDATION: 0k JRP

**LIST OF ATTACHMENTS:**

Interlocal Agreement, City of Lincoln Park, City of Wyandotte, Harrison Street Bridge #12499 - City of Lincoln Park invoice to Wyandotte  
 -Hennessey letter addressing additional fees, received 1-25-13  
 -Lincoln Park memo addressing additional fees, received 1-25-13  
 -Hennessey meeting summary memorandum of 12-21-10

**CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION**

**MEETING DATE: February 4, 2013**

**AGENDA ITEM #4**

<b>ITEM: File #4538 – Extend Concrete Sidewalk Program for 2013</b>
---

PRESENTER: Mark Kowalewski - City Engineer

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski - City Engineer

BACKGROUND: Alastra Construction has indicated in the attached amendment that they can

perform the additional work at the unit rates set forth in the contract with the City for File # 4538 - 2011 Concrete Sidewalk Program. Quotes obtained for concrete work last year indicated that the cost for the same work would increase due to concrete and fuel cost rising.

Alastra Construction is amenable to extending their contract for the sidewalk program in the City of Wyandotte. The conditions of the contract extension would be as set forth in the attached Amendment to Contract. Section 1.03.09 Contract Extension of the Contract Specifications allows extension of the Contract when approved by the City Council and agreed to by the Contractor. See attached contract extension and certificate of insurance.

STRATEGIC PLAN/GOALS: NA

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer to extend Alastra Construction contract for next year.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The work will be funded from Account No. 249-450-825-461.

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to Alastra Construction informing them of the decision of the City to extend his contract for one more year.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: ok TDrysdale

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: ok JRP

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

REPORTS AND MINUTES

Municipal Service Commission

January 22, 2013

CITIZENS PARTICIPATION:

None

RECESS

RECONVENING

ROLL CALL

Present: Councilpersons Browning, DeSana, Galeski, Sabuda

Absent: Councilperson Fricke

RESOLUTIONS

Wyandotte, Michigan February 4, 2013

## RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that the reading of the minutes of the previous meeting be dispensed with and the same stand approved as recorded without objection.

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

Wyandotte, Michigan February 4, 2013

## RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the tentative agreements between the City of Wyandotte and AFSCME Local #894 and further instructs the City Administrator to prepare the collective bargaining agreement for the period of February 1, 2013 through December 31, 2018; AND FURTHER authorizes the Mayor and City Clerk to execute said agreement.

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

Wyandotte, Michigan February 4, 2013

## RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Engineer to authorize the acceptance of Frank's Landscaping's bid of \$34,197.00 for the Lawn Cutting services in the City of Wyandotte from account #492-200-850-520 and account #101-448-825-480.

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

Wyandotte, Michigan February 4, 2013

## RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Engineer and directs the payment of the invoice from the City of Lincoln Park for the City of Wyandotte's cost for the construction of the Harrison Street Bridge in the amount of \$140,125.94 from account #202-440-825-460.

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

Wyandotte, Michigan February 4, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Engineer as set forth in the Amendment to Contract File #4538-2011 Concrete Sidewalk Program with Alastra Construction for the 2013 Concrete Sidewalk Program in an amount not to exceed \$400,000. AND BE IT FURTHER RESOLVED that the City Clerk is directed to complete all the required documentation.

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

Wyandotte, Michigan February 4, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that the total bills and accounts in the amount of \$1,229,661.18 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

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

ADJOURNMENT

MOTION by Councilperson Todd Browning  
Supported by Councilperson Leonard Sabuda  
That we adjourn.  
Carried unanimously  
Adjourned at 7:48 PM  
February 4, 2013



William R. Griggs, City Clerk

**FINANCIAL SERVICES DAILY CASH RECEIPTS**

DATE 2-7-13  
 BEGINNING DATE 2-7-13 AND ENDING DATE 2-7-13  
 SALES RECEIPT # 353221 THRU 353236

DESCRIPTION	ACCOUNT NUMBER	KEY CODE	AMOUNT
ACCTS. RECEIVABLE - RESCUE	101-000-041-020	XL	
MIDWESTERN AUDIT A/R -RESCUE	101-000-041-021	XT	<u>258.50</u>
MISCELLANEOUS RECEIPTS	101-000-655-040	RE	<u>49.00</u>
ANIMAL LICENSE	101-000-451-020	LB	<u>85.00</u>
FINES DIST COURT WYANDOTTE	101-000-650-010	M1	
DIST COURT RIVERVIEW CASES	101-000-650-012	M3	
Lincoln Park - Downriver Central Dispatch	101-000-068-013	DI	<u>131,283.10</u>
WORK FORCE RIVERVIEW	101-000-650-017	M6	
COURT TECHNOLOGY WYANDOTTE	101-000-650-018	M7	
COURT DRUG TESTING FEES	101-000-650-020	M9	
COURT SCREENING ASSESSMENTS	101-000-650-021	AS	
TRIFECTA ATM NETWORKS	101-000-650-022	AT	<u>11.00</u>
STATE DRUNK DRIV/DRUG CASE MGT	101-000-650-013	M4	
WAYNE METROPOLITAN - Semi Annual Maint	101-000-655-049	WM	<u>12,500.00</u>
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	<u>600.00</u>
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	<u>1,735.20</u>
PD EMPLOYEE PENSION CONTRIB	731-000-392-040	EP	<u>2,107.27</u>
DESANA TRUST	701-000-391-034	DT	<u>88.80</u>
MI BELL FRANCHISE FEE	101-000-655-047	MZ	<u>21,195.80</u>
MI BELL IN KIND PEG FEES	101-000-068-011	MZ	<u>8,478.32</u>
SECURITY LITIGATION PROCEEDS	731-000-655-010	MZ	<u>13.62</u>
<b>TOTAL MONIES RECEIVED</b>			<u><u>178,405.61</u></u>

TODD A. DRYSDALE  
 DIRECTOR OF FINANCIAL SERVICES

01- 01  
January 08, 2013

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan, was held at the office of the Commission On Tuesday, January 08, 2013 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  
Rod Lesko  
Joe Peterson  
Charlene Hudson  
Steve Timcoe  
Valerie Hall  
Jason Alley  
CATV Volunteer

01 - 02  
January 08, 2013

APPROVAL OF MINUTES

MOTION by Commissioner Figurski and seconded by Commissioner DeLisle to approve the December 11, 2012 regular session Municipal Service Commission meeting minutes.

APPROVAL OF MINUTES

MOTION by Commissioner Figurski and seconded by Commissioner Delisle to approve the December 13, 2012 special session Municipal Service Commission meeting minutes.

HEARING OF PUBLIC CONCERNS

None

COMMERCIAL GEOTHERMAL RATE CHANGE

Pam Tierney giving overview of Geothermal Commercial Rate Change to \$12.50/ton.

MOTION by Commissioner Figurski and seconded by Commissioner DeLisle to approve the Commercial Geothermal Rate change.

Commissioner Cole asked that the roll be called.

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

NAYS: None

RESOLUTION 01-2013-01

Rod Lesko giving overview on purchase of two Dodge Chrysler Jeep Ram.

MOTION by Commissioner DeLisle and seconded by Commissioner Figurski to authorize the Electric Department to purchase from Telegraph Dodge Chrysler Jeep Ram two 2012 Jeep Liberty's in the amount of \$22,442.00 each with a total of \$44,884.00.

Commissioner Cole asked that the roll be called.

01 - 03  
January 08, 2013

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

NAYS: None

RESOLUTION 01-2013-02

Rod Lesko giving overview on the purchase of Motorola Mobile and Portable Digital Radios and Associated Antenna.

MOTION By Commissioner Figurski and seconded by Commissioner Sadowski to authorize the Electric Department to purchase and install Motorola Mobile and Portable Digital Radios and Associated Antennas, a Control System and Repeater Antenna in the amount of \$24,736.50.

Commissioner Cole asked that the roll be called.

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

NAYS: None

RESOLUTION 01-2013-03

Melanie McCoy, General Manager, giving overview on Commissioner and Alternate Commissioner to Represent Wyandotte Municipal Services at the Michigan Public Power Agency.

MOTION by Commissioner Lupo and seconded by Commissioner Sadowski to authorize Commissioner and Alternate Commissioner to Represent Wyandotte Municipal Services at the Michigan Public Power Agency.

Commissioner Cole asked that the roll be called.

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

NAYS: None

DEED GRANT AWARD UPDATE

Pam Tierney, overview on the Deed Grant Award.

MOTION by Commissioner Sadowski and seconded by Commissioner Delisle to receive the Deed Grant and place on file.

MUTUAL AID UPDATE

Melanie McCoy, General Manager, giving overview on Mutual Aid Procedure Update.

MOTION by Commissioner Figurski and seconded by Commissioner Sadowski to receive and place on file the Mutual Aid Procedure Update.

JOB POSTINGS

Melanie McCoy, General Manager, giving summary on Job Vacancies.

MOTION by Commissioner Sadowski and seconded by Commissioner Figurski to receive the following Job Postings:  
Maintenance Man #4, Maintenance Man #1, T & D Supervisor and place on file.

Commissioner Cole asked that the roll be called.

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

NAYS: None

REPORTS AND COMMUNICATIONS

MOTION BY Commissioner Figurski and seconded by Commissioner DeLisle to receive and place 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 Figurski and seconded by Commissioner DeLisle that the bills be paid as audited.

#5138	\$ 300,032.25
#5139	\$ 731,320.75
#5140	\$ 284,589.57
#5141	\$1,028,833.35

01 - 05  
January 8, 2013

Commissioner Cole asked that roll be called.

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

NAYS: None

APPOINTMENT OF ACTING GENERAL MANAGER

Melanie McCoy, General Manager, announcing appointment of Acting General Manager Rod Lesko.

MOTION by Commissioner Sadowski and seconded by Commissioner DeLisle to appoint Rod Lesko as Acting General Manager with a review in 6 months.

Commissioner Cole asked that the roll be called.

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

NAYS: None

LATE ITEMS

Annual Review will be at the next WMS Commission Meeting on January 22, 2013.

Commissioner Lupo questions when will we have CATV Review Update.

Melanie McCoy, General Manager, we will have new reports within the week.

Commissioner Lupo have we filled the Full Time Collection Office Clerk?

Melanie McCoy, General Manager, Maria Bradley will fill the position for the full time Collection Office Clerk.

Motion By Commissioner Sadowski and seconded by Commissioner DeLisle to now adjourn. 5:27 P.M.

  
\_\_\_\_\_  
Melanie McCoy  
Secretary

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

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

**EXCUSED:** Tom Woodruff, Stan Rutkowski, Eula Grooms

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

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

The meeting was called to order at 7:00.

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

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

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

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

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

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

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

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

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

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

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

The meeting was adjourned at 8:07.

A handwritten signature in cursive script, appearing to read "Ame Ric". The ink is dark and the handwriting is fluid and somewhat stylized.

**WYANDOTTE CULTURAL AND HISTORICAL COMMISSION  
MINUTES OF THE NOVEMBER 8, 2012 MEETING  
MARX HOME**

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

**EXCUSED:** Tom Woodruff, Stan Rutkowski, Eula Grooms

President Michelle Blankenship called the meeting to order at 6:03 p.m.

**MOTION by Anne Ronco, supported by Nancy Chasca, to approve the minutes from the October 2012 meeting, MOTION CARRIED (8-0)**

**PRESIDENT'S REPORT:**

Michelle forwarded the information about Federal Square potentially being eligible for National Registry to Ellen Thackery, but she hasn't heard back yet. Michelle asked if anyone on the Commission had time to take a lead role in researching the Federal Square project and figuring out what to do moving forward. Dave suggested putting the information gathered into a simple packet to give to residents. Dave and Anne said that they wouldn't mind speaking to residents in the area about the possibility of applying for National Registry or State Historical Markers.

Michelle appointed Sue and Anne to the Commission's Nominating Committee. She asked about the possibility of having a rotating presidency, so that the Commission would have a new president each year and everyone would get a chance to serve if they so chose. Michelle said she'd like everyone to come to a consensus about the rotating presidency at the next meeting, where the Nominating Committee will also bring nominations for the Commission to discuss. Voting will take place at the January meeting.

**DIRECTOR'S REPORT:**

Jody passed around the finance report for October.

**MOTION by Sue Pilon, supported by Nancy Chasca, to approve the finance report for October, pending audit, MOTION CARRIED (8-0)**

Jody announced that the November Antiques Auction would take place on Saturday, November 10. Some Commissioners helped Eula set up the auction items earlier in the day.

Jody passed around an updated timeline for the basement exhibit gallery project. The Museum staff is working on meeting with exhibit advisors and finalizing content. Jody said she could possibly bring in contractors working on the project to meet with Commission at an upcoming meeting. But for now, they need to begin removing cases from the basement in order to make room. Jody said she'd like to give George Gouth the opportunity to retrieve any materials that were previously his that the Museum will not be keeping in the basement. Jody said that most of it just will not fit with the new exhibit.

**MOTION by Anne Ronco, supported by Dave Kostelnik, to give George Gouth access to any materials in the basement that the Museum will not be keeping in the new basement exhibit gallery, MOTION CARRIED (8-0)**

Jody said they plan to start deconstruction before the next Commission meeting. The Commission will have to approve basic schematic design elements and content overview throughout the process, as well as the final design.

Jody passed out a list of dates for the 2013 Heritage Events Series. She talked to the Historical Society regarding the Mad Hatter Tea Party and the Pie and Ice Cream Social, and they said they would like to host both events.

**MOTION by Nancy Chasca, supported by Sue Pilon, to approve the 2013 Heritage Events Series as proposed, MOTION CARRIED (8-0)**

Jody announced that the City offices will be closed on Monday, November 12 so that employees can move into the new City Hall building. The Museum will also be closed, because staff will be moving in and out of the Museum offices. She said that there will still be a City Council meeting on Monday night, and she believes the roof project will be on the agenda.

The log cabin has its last scheduled rental for the season on Sunday. Then the south wall will be replaced with some new logs, stain and boards throughout the off-season. In addition, the chandelier is causing the roof to bow, so it will be coming down to be either altered or replaced.

**FRIENDS:** Ken brought some questions from the last Friends meeting. George Gouth asked about retrieving the plexiglass fronts from the cases in the basement. Jody said he could have them, along with the rest of the cases. They also asked about the plans for the Museum's library of books. Jody said that any books are currently with the archives. They asked about the status of the bedroom on the second floor that has been used as an office area. Jody said that it is currently being used as a staging area for the City History Exhibit, and it will eventually be made into an exhibit space.

Ken said that they also had some concerns about parts of the exterior of the MacNichol home. He also said that Ken Navarre expressed interest in joining the Buildings and Grounds Committee. Tom Woodruff is the chairperson. Jody said that if they have any concerns, they could contact him, Jody, or Michelle. She also suggested having a meeting of the Buildings and Grounds Committee, where everyone could go through the three buildings and prioritize different projects. She also said that the Commission is ultimately responsible for buildings and grounds projects, but that the Society and other groups are welcome to call attention to different issues on the grounds. Dave was also added to the Buildings and Grounds Committee.

Jody announced that the Museum received a \$6,000 check from the Friends for the basement exhibit gallery.

**MOTION by Dave Kostelnik, supported by Nancy Chasca, to send a thank you note to the Friends group for their contribution, to be written by Jody, MOTION CARRIED (8-0)**

Michelle reminded everyone that she needs to find another representative for the Friends group once Stan leaves. The next meeting is at the end of November, and Stan will still be the second Commission representative at that point. But after that if no one volunteers, Michelle said she will have to appoint someone.

**SOCIETY:** None.

**OLD BUSINESS:** None.

**NEW BUSINESS:** None.

**ANNOUNCEMENTS/COMMUNICATION:** None.

**ATTENTION TO AUDIENCE:** None.

**MOTION by Anne Ronco, supported by Sue Pilon to adjourn the meeting at 6:50 p.m.  
MOTION CARRIED (8-0)**

**Next Meeting: December 13, 2012.  
Respectfully Submitted,  
Annie Pilon, Recording Secretary**

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

*From the desk of Jody L. Egen*

**MONEY DEPOSITED WITH THE CITY OF WYANDOTTE TREASURY – AS OF NOVEMBER 8, 2012**

Log Cabin Rental	\$ 25.00 - Cash \$ 205.00 - Checks <b>\$ 230.00 - Total</b>	Reserve 101-000-257-250-071
Admissions/ Donations <i>Hallowe'en Open House</i> \$50.29	\$ 73.29 - Cash <i>admissions</i> \$ 0 - Check <b>\$ 73.29 - Total</b>	Reserve 101-000-257-250-071
Weddings	\$ 100.00 - Check \$ - Cash <b>\$ 100.00 - Total</b>	Reserve 101-000-257-250-071
Marx Rent	\$ 625.00 - Check \$ 0 - Cash <b>\$ 625.00 - Total</b>	<i>Marx Rental Account</i> 101.000.655.655.021

Total of all deposits \$ 1,028.29

**EXPENSES**

<b>HEAT/ GAS</b>		
MacNichol	\$ 96.33	City
Marx	\$ 62.95	City
Log Cabin	\$ 24.46	City
Burns	\$ 82.16	City
	<i>Subtotal</i>	\$ 265.90
<b>WATER</b>		
MacNichol	\$ 49.84	City
Marx	\$ 60.20	City
Log Cabin	\$ 11.40	City
Burns	\$ 15.47	City
	<i>Subtotal</i>	\$ 136.91
<b>ELECTRIC</b>		
MacNichol	\$ 150.75	City
Marx - <i>includes \$53.37 outside 400W</i>	\$ 126.01	City
Marx - <i>Exterior 250W pole yearly fee</i>	\$ 136.08	
Burns	\$ 56.11	City
	<i>Subtotal</i>	\$ 468.95
<b>PHONE</b>		
MacNichol	\$ 42.33	City
Marx	\$ 42.33	City
Burns	\$ 219.18	City
	<i>Subtotal</i>	\$ 303.84

*Subtotal All Utilities:* \$ 1,175.60

<b>MISCELLANEOUS</b>		
Hood's - Caulk	\$ 5.38	City - B&G
Wyandotte Alarm - Commercial alarm monitoring for 2624 Biddle Ave.	\$ 195.30	City - B&G
Family Dollar - Rope to section off Log Cabin	\$ 14.84	City B&G
Amazon - Pumpkin carving kits (2), and "Pumpkin Gutter"	\$ 84.85	Reserve
Sam's Club - Cleaning supplies and Halloween supplies	\$ 26.58	Reserve
Wyandotte Alarm - Commercial alarm monitoring for 2610 and 2610 Biddle Ave.	\$ 390.60	City B&G
Mark Havlicsek - repair of front step, Burns Home	\$ 250.00	City - B&G
Whipple Printing - Antique Auction posters	\$ 42.50	Printing
Hoods - rope and a thermocouple	\$ 16.18	City - B&G

**Subtotal All Miscellaneous: \$ 830.93**

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**CURRENT BUDGET BALANCES - AS OF NOVEMBER 8, 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	\$ 757.50	\$ 800.00
Electric	\$ 6,403.11	\$ 6,700.00
Water	\$ 1,488.46	\$ 1,675.00
Heat	\$ 10,172.61	\$ 10,200.00
Education	\$ 240.00	\$ 240.00
Automobile	\$ 160.00	\$ 160.00
Reserve	\$ 79,331.26	n/a