

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, DECEMBER 9th, 2013, 7:00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE LAWRENCE STEC

ROLL CALL: FRICKE, GALESKI, MICIURA, SABUDA, SCHULTZ, STEC

PRESENTATION:

PRESENTATION BY
DAVID FULLER, IT DIRECTOR
RELATIVE TO THE
CAPABILITY
TO PAY UTILITY BILLS
ON LINE

UNFINISHED BUSINESS

RESOLVED by the City Council that we hold in abeyance for two (2) weeks the communication from the City Administrator relative to a ballot question for a Charter Amendment relative to Operating Millage and FURTHER that a Study Session, on said issue, be held in conjunction with said request.

COMMUNICATIONS MISCELLANEOUS:

1. Communication from City Recyclers regarding placement of recycling boxes within the City of Wyandotte.

2. Communication from the Wyandotte Historical Society relative to the historical walking tour of Biddle Avenue.

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

3. Communication from Mayor Peterson regarding the appointment of the City Prosecutor.
4. Communication from the Fire Chief regarding the purchase of a rapid deployment craft.
5. Communication from the Special Events Coordinator regarding the Walk MS to be held on May 17, 2014.
6. Communication from the Downtown Development Director relative to an amended purchase agreement for the property at 3061-3063 Biddle Avenue.
7. Communication from the City Administrator regarding the Lease Agreement-3003-3005 Biddle Avenue.
8. Communication from the Zoning Board of Appeals and Adjustments regarding the changeable Message Signs in the City of Wyandotte.

CITIZENS PARTICIPATION:

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	November 20-21, 2013	\$95,9781.61
Financial Services Daily Cash Receipts	November 26, 2013	\$ 667.96
Recreation Commission	November 19, 2013	
Cultural & Historical Commission	November 14, 2013	
Beautification Commission	November 13, 2013	
Zoning Board of Appeals & Adjustments	November 6, 2013	
Planning Commission	November 21, 2013	

PRESENTATION

PRESENTATION

BY DAVID FULLER, IT DIRECTOR

RELATIVE TO THE

CAPABILITY

TO PAY UTILITY BILLS

ON LINE

Unfinished Business

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

Sheri M. Sutherby-Fricke
Daniel E. Galeski
Ted Miciura Jr.
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

November 26, 2013

RESOLUTION

Councilman Daniel E. Galeski
3200 Biddle Avenue
Wyandotte, Michigan 48192

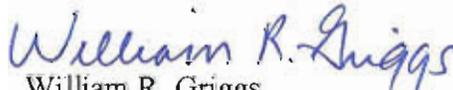
By Councilman Donald Schultz
Supported by Councilman Leonard Sabuda

RESOLVED by the City Council that we hold in abeyance for two (2) weeks the communication from the City Administrator relative to a ballot question for a Charter Amendment relative to Operating Millage and FURTHER that a Study Session, on said issue, be held in conjunction with said request.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda
NAYS: Councilmembers Schultz Stec

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on November 25, 2013.


William R. Griggs
City Clerk

CC: Mayor's Office, City Administrator

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 25, 2013

AGENDA ITEM # _____

4

ITEM: Charter Amendment – Operating Millage

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: As a result of the projected General Fund revenue shortfall of approximately \$1.5 million in 2011, the City Council approved a ballot question asking to increase the operating millage by an additional 1.75 mills for a three (3) year period. In November of 2011, the voters approved this millage increase which is set to expire at the end of the current fiscal year.

Since the approval of the additional operating millage, the City has reduced the budget by \$1.5 million primarily in the form of:

1. Personnel reductions – fourteen (14) full-time employees since 2010
2. Wage freeze since 2009 for non-union employees and from 2013 through 2015 for union employees
3. Implementation of a 20% employee insurance premium payment for all employees
4. Reduction in holiday pay for police and fire employees
5. Elimination of longevity pay of all employees
6. Delaying virtually all capital equipment purchases
7. Consolidating municipal operations with the Department of Municipal Services
8. Consolidating services with neighboring cities (Dispatch, Animal Control, Assessing)
9. Changing telephone service from AT&T to the VOIP service provided by Wyandotte Municipal Services
10. Increasing user fees for services provided to citizens and businesses
11. Reduction in benefit levels for future retirees

In spite of these changes enacted by the City Council, the City could not address the negative financial pressures it was facing. This is primarily due to:

1. Continued loss of taxable value in the City of which the cumulative loss is forty percent (40%).
2. Drastic increases in the actuarially-determined annual contribution to the defined benefit retirement system.
3. Continued loss of investment income due to the financial markets providing a lack of sufficient rates of return at an appropriate risk level.
4. Decrease in revenue from fines and forfeitures from the 27th District Court.
5. Continued increases in health insurance premiums, primarily attributable to the

implementation of the Affordable Care Act (ACA), for both active employees and retirees.

As a result, the current 5-Year Financial Forecast for the City's General Fund indicates the following annual shortfall in revenue:

2014FY -	(185,095)
2015FY -	(936,103)
2016FY -	(1,079,388)
2017FY -	(1,338,964)

Attached is a draft resolution that would again place a millage increase on the ballot for voter approval. The additional 1.75 operating mills approved in November, 2011, will end with the current (2014) fiscal year which is the primary reason for the significant projected shortfall beginning in the 2015FY.

The "renewal" of the 1.75 mills would reduce the shortfall to the following:

2015FY -	(287,598)
2016FY -	(430,883)
2017FY -	(690,459)

An "increase" to a total of 3.0 mills would eliminate/reduce the shortfall as following:

2015FY -	175,620
2016FY -	32,335
2017FY -	(227,241)

Based on this information, it is recommended that three (3) mills be submitted to the voters for a period of five (5) years.

STRATEGIC PLAN/GOALS: To provide the finest services and quality of life. To be financially responsible.

ACTION REQUESTED: Adopt the attached a resolution that requests a charter amendment to increase the charter tax rate limitation for general operating purposes be submitted to the qualified electors of the City at the next available election date.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The City will realize approximately \$1,112,000 in additional tax revenue in the first year if the charter amendment is approved.

IMPLEMENTATION PLAN: Upon affirmative vote of five (5) members of the City Council, the City Clerk will forward the proposed charter amendment to the Governor of the State of Michigan and the Attorney General for approval.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: *William L. Boh APPROVED*

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: N/A

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date:

RESOLUTION by Councilmember

RESOLVED by the City Council that

**RESOLUTION PROPOSING CHARTER AMENDMENT TO INCREASE
CHARTER TAX RATE LIMITATION FOR GENERAL OPERATING PURPOSES**

**City of Wyandotte, County of Wayne
State of Michigan**

At the regular meeting of the City Council of the City of Wyandotte, County of Wayne, State of Michigan, held on the 25th day of November, 2013, in the Council Chambers at the City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, at 7:00 o'clock p.m., Eastern Daylight Time.

BE IT RESOLVED, by the City Council of the City of Wyandotte, Michigan, as follows:

1. The City Council by at least a three-fifths votes of its members-elect, pursuant to the authority granted by Act 279, Public Acts of Michigan, 1909, as amended, proposes that Section 5 of Chapter XIII of the City Charter of the City of Wyandotte, shall be amended to read as follows:

Chapter XIII. Finance and Taxation

Section 5. The aggregate amount which the council may raise by general tax upon the taxable real and personal property in the city for the purpose of defraying the general expenses and liabilities of the corporation, and for all purposes for which the several general funds

mentioned in section 4 of this chapter are constituted (exclusive of taxes for schools and schoolhouse purposes) shall not, except as herein otherwise provided, exceed in one year, one and one-fourth (1 ¼) per cent, provided that the council may also raise such further money annually, not exceeding three (3) mills on the dollar of the assessed valuation of the property in the city as may be necessary to provide an interest and sinking fund to pay the funded debts of the city and interest thereon. In addition, the city shall levy an ad valorem tax in an amount of three tenths (.30) of one per cent (3 mills) on the dollar of the assessed valuation of all such real and personal property in the city for a period of five (5) years, from 2014 through 2018, for general operating purposes of the City.

The existing Section 5 of Chapter XIII of the City Charter of the City of Wyandotte to be altered by such proposal, if adopted, now reads as follows:

Chapter XIII. Finance and Taxation

Section 5. The aggregate amount which the council may raise by general tax upon the taxable real and personal property in the city for the purpose of defraying the general expenses and liabilities of the corporation, and for all purposes for which the several general funds mentioned in section 4 of this chapter are constituted (exclusive of taxes for schools and schoolhouse purposes) shall not, except as herein otherwise provided, exceed in one year, one and one-fourth (1 ¼) per cent, provided that the council may also raise such further money annually, not exceeding three (3) mills on the dollar of the assessed valuation of the property in the city as may be necessary to provide an interest and sinking fund to pay the funded debts of the city and interest thereon.

2. The proposed amendment to Section 5 of Chapter XIII shall be submitted to the electors in the following form:

**WYANDOTTE CITY CHARTER AMENDMENT
FOR OPERATING MILLAGE**

Shall Section 5 of Chapter XIII of the City Charter of the City of Wyandotte be amended to require the levy of an ad valorem tax in an amount of three tenths of one percent of the assessed value (3 mills) for a period of five (5) years, from 2014 through 2018, on all real and personal property subject to taxation in the city as new additional millage for the purpose of providing additional funds for general operating purposes? It is estimated that 3.0 mills would raise approximately \$1,112,000 when first levied in 2014.

[] YES

[] NO

3. The City Clerk shall transmit copies of the proposed amendment of Section 5 of Chapter XIII of the City Charter to the Governor of the State of Michigan for approval, and transmit a copy of the foregoing statement of purpose of the proposed amendment to the Attorney General of the State of Michigan for approval, as required by law.

4. The proposed charter amendment of Section 5 of Chapter XIII shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at a special City election to be held in the City of Wyandotte, the ___ day of _____, 20___, and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of the electors as required by law.

5. The proposed amendment of Section 5 of Chapter XIII shall be published in full together with the existing charter provision altered or abrogated thereby as part of the notice of election.

6. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Wyandotte.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

I move the adoption of the foregoing resolution.

MOTION by Councilmember

Supported by Councilmember

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

VOTER: PLEASE DO NOT REMOVE STUB
IF STUB DETACHES, PLEASE RETURN WITH BALLOT

Wyandotte Precinct

OFFICIAL BALLOT
Special Election
Tuesday, November 8, 2011
Wayne County, Michigan
City of Wyandotte, Precinct 1

TO VOTE: Completely darken the oval opposite each choice as shown: ().

IMPORTANT: To mark your ballot, use only a black or blue ink pen. **DO NOT USE ANY OTHER INK COLOR!**

WHEN YOU HAVE COMPLETED VOTING: Place the ballot in the secrecy sleeve so that votes cannot be seen and the numbered stub is visible. Return the ballot to the election official stationed at the tabulator. (If voting by absentee ballot, follow the instructions provided by the clerk for returning the ballot.)

NOTE: If you make a mistake, return your ballot to the election official and obtain a new ballot. Do not attempt to erase or correct any marks made in error.

PROPOSAL SECTION

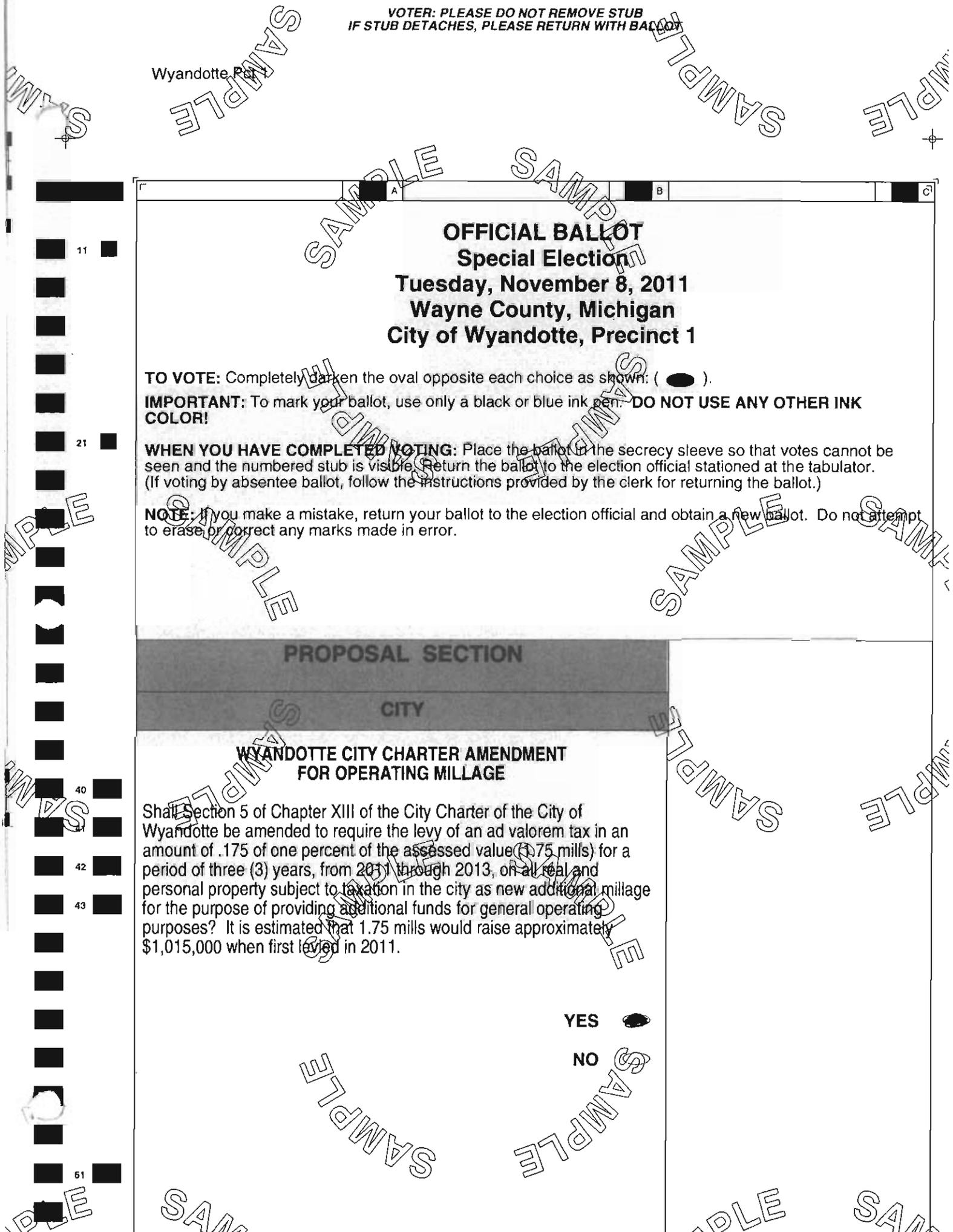
CITY

**WYANDOTTE CITY CHARTER AMENDMENT
FOR OPERATING MILLAGE**

Shall Section 5 of Chapter XIII of the City Charter of the City of Wyandotte be amended to require the levy of an ad valorem tax in an amount of .175 of one percent of the assessed value (1.75 mills) for a period of three (3) years, from 2011 through 2013, on all real and personal property subject to taxation in the city as new additional millage for the purpose of providing additional funds for general operating purposes? It is estimated that 1.75 mills would raise approximately \$1,015,000 when first levied in 2011.

YES

NO



**City of Wyandotte
Special Election
Nov. 8, 2011
Unofficial Results**

Operating Millage	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Precinct 5	Precinct 6	Precinct 7	Precinct 8	Precinct 9	Precinct 10	Totals
Yes	146	314	207	248	277	253	162	335	415	182	2539
No	129	154	128	155	154	167	118	151	214	99	1469
											0
											0
											0
Voters that Voted	278	471	337	404	431	420	282	487	630	283	4023
Registered Voters as of 10-11-11	1480	2364	1580	2134	2315	2244	1558	1825	2343	1431	19274
% of turn out per Precinct	19%	20%	21%	19%	19%	19%	18%	27%	27%	20%	21%

Totals	
Yes	2539
No	1469


 William R. Griggs
 City Clerk

Total Votes 4023
 Registered 19274
 Percentage 0.20873



CITY RECYCLERS

8100 Joy Rd
Detroit Mi 48204

MAYOR & City Council members
City of Wyandotte

December 04 2013

Re: Clothing Recycling

Mr. William Griggs
3200 Biddle Ave.
Wyandotte, MI 48192

I would like to introduce "City Recyclers", a Michigan based business that collects and recycles clothing.

According to the statistics presented on www.eartheasy.com, 12 million tons of textile waste is generated each year in North America amounting to approximately 68 pounds of textile waste per household per year! An astounding 5% of all landfill production is textile waste. So, what can we do as individuals to help reduce this environmental impact? The Council for Textile Recycling also reports that the clothing recycling industry prevents **2.5 billion pounds of post-consumer textile waste** from entering our landfills and waste stream each year. On a national basis, this industry recycles approximately 10 pounds per capita or 1,250,000 tons of post-consumer textile waste annually. However, these 10 pounds represent less than 25% of the total post-consumer textile waste that is generated.

"City Recyclers" would like the opportunity to partnership with the City of Wyandotte and have Recycling boxes in the City at designated locations to collect clothing and shoes to keep them away from landfills and increase funds for the City.

By allowing "City Recyclers" to place clothing bins at municipal and other locations Limited to 15 Locations, the City would receive a new revenue stream of approximately \$29,895.52/year. The math works as follows:

$$68 \text{ lbs} \times 10991 \text{ households} = 747,388 \text{ lb/year}$$

$$747,388 \text{ lb} \times .04 \text{ c/lb} = \$29,895.52 \text{ per year}$$



8100 Joy Rd
Detroit Mi 48204

“City Recyclers” understands the importance of the image to the City, so “City Recyclers” will submit the design of the boxes and shape to be approved by the City of Wyandotte as well as the art work.

“City Recyclers” understands the importance of the City's image therefore, “City Recyclers” will assure pick up on a daily basis to keep area clean.

“City Recyclers” would expect the City of Wyandotte will spread news for residents to drop their clothing and shoes in boxes listed, attached with box locations.

If at any time, the City wanted to terminate this relationship, a 90 day written notice would be all that is necessary.

Adam Abbas

Adam Abbas

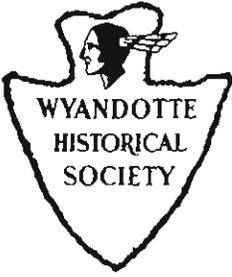
Toll: 866-661-5300

Cell: 313-414-1846

adam@cityrecyclers.net

WWW.Cityrecyclers.net

2



WYANDOTTE HISTORICAL SOCIETY

2610 BIDDLE AVENUE
WYANDOTTE, MICHIGAN 48192

November 29, 2013

Mayor Peterson and
City Council Members
City of Wyandotte

Dear Mayor Peterson and Councilmembers:

The Wyandotte Historical Society is in the final stages of planning a historical walking tour of Biddle Avenue.

We have shown our proposal to Mayor Peterson and to Natalie Rankin of the DDA.

We understand we need the approval of the Planning Commission also, and so, I am wondering if we may present the details of the project at the December 19th Planning Commission meeting.

Below is some information on the project. In addition please see the enclosures.

The project consists of 16 panels (20" x 20" x 1/4") to be placed on the exterior of 16 storefronts along Biddle Avenue. A list of properties is included.

The project also consists of one larger free standing panel (47" x 64" x 3/8") near the clock tower. This panel gives the overview of the entire project and has thumbnail size images of all 16 panels.

The panels are manufactured by a company from Maine called Museum in the Streets. They have done similar projects for other cities. Their website is <http://themuseuminthestreets.com>. Their all-weather plaques should last 10 to 15 years.

Each panel will have two historic photos showing the particular storefront perhaps 50 and 100 years in the past. Text on the panel will tell the history of the site. We can bring an actual panel to the December 19th meeting.

We have secured signed *hold harmless* forms from each of the property owners, except one (Gail's Office Supply). Dave Wright of Wright Signs in Wyandotte will do the installation.

We will make available to the merchants maps of the tour which include all 16 sites. The map/brochure will also have a brief introduction to the tour and a history of our community.

It is our hope that this self-guided walking tour will be enjoyable and educational, as well as draw more pedestrians to the shopping area.

This is a project of the Wyandotte Historical Society and directed by its publication committee. Members of the committee are Wallace Hayden, George Gouth, Kenneth Navarre and Nan Wesser.

If you have any questions, please contact me either by email or phone: whayden2001@yahoo.com, or 734 246-8357. The phone is my work number at the Bacon Library where I am a librarian.

Sincerely,

A handwritten signature in cursive script that reads "Wallace Hayden". The signature is written in dark ink on a light-colored background.

Wallace Hayden

Chair, Publications Committee

Museum in the Streets Image Numbering

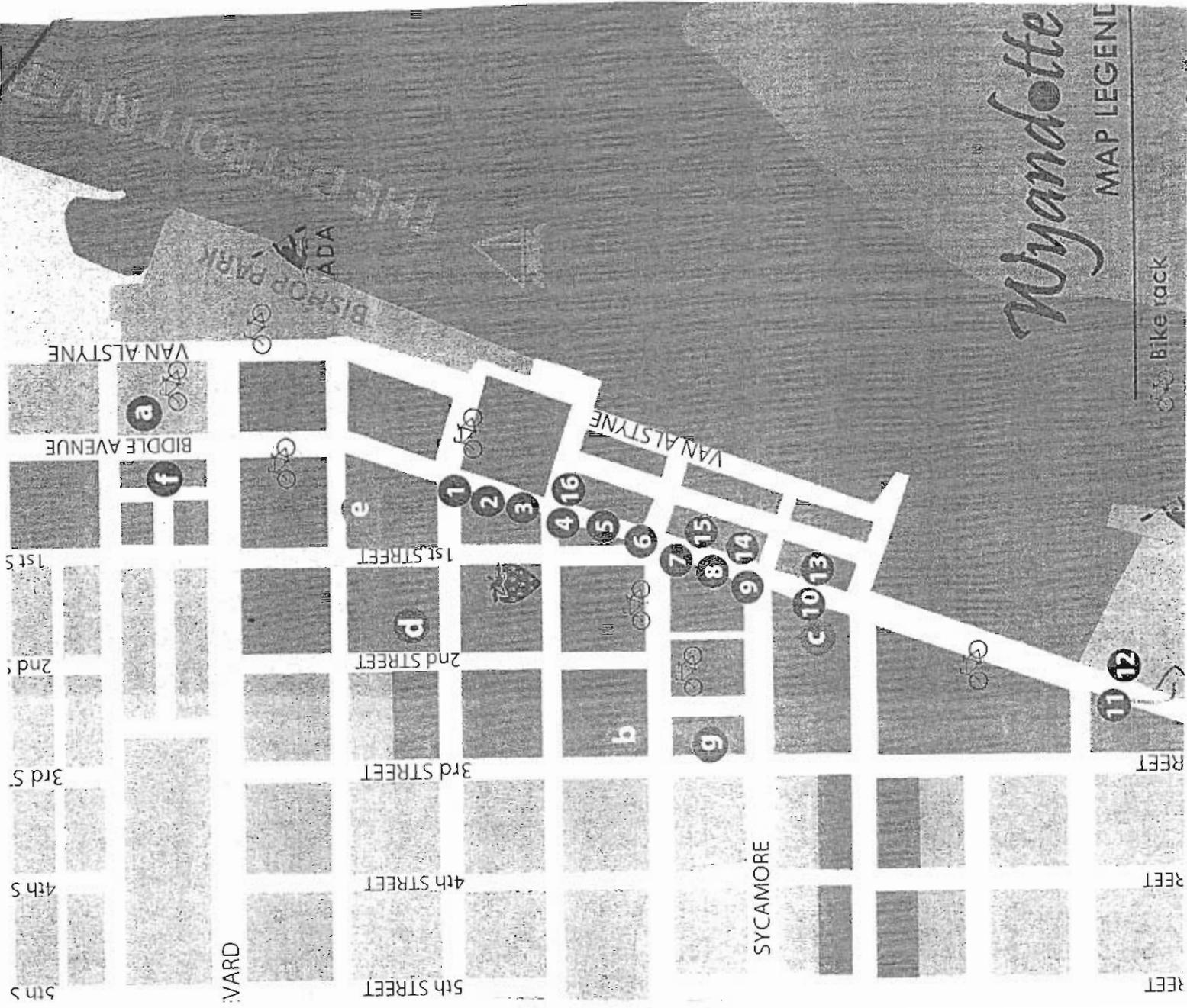
A = large image on plaque

B= smaller image on plaque

Panel #	A Large Image	B Small Image
1. Merrill Lynch- Armstrong store Arlington Hotel	Whole block	Armstrong's exterior
2. McMurphy's Hugo Mehlhose store	Whole block	Mehlhose exterior
3. Gail's Office Woolworths Thomas Drugs	Thomas Drugs ext.	Thomas Drugs interior
4. Willow Tree Kinsels Fire Station	Fire engine 1870s	Fire station exterior
5. Sanders Melody Bros	Melody 1940 exterior	Melody 1890s exterior
6. Corner Owl's Korner Clock tower	corner water fount	Clock tower being put in
7. Oppenheimer Neisner's 5 & 10	Neisners bigger photo	Neisners birdseye view
8. Milkin's	2 Milkins in front of store	Car on Biddle
9. Strohs Kresge's Marx Opera house	Marx opera house	Kresge's 5 & 10
10. Chase bank block Genthe and 8 stores	Whole block 1910	Genthe store exterior
11. Biddle & Pine Shipbuilding	Ship launch	Kirby with machinery
12. Biddle & Pine Police station	Police exterior 1923	Jain cells

- | | | |
|--|---|--------------------------|
| 13. Gizzmos
Blossom bar | Blossom bar | sailors in Blossom |
| 14. vacant lot
Majestic theatre | Majestic (Abbott & Castello) Majestic with Carnegie | |
| 15. vacant lot
Carnegie library | Carnegie Library exterior | Library interior |
| 16. Biddle & Elm
Wy Savings Bank
Eureka Iron | Eureka Iron | Wy savings bank with men |

Location
of
Panels
Along
Biddle



A heritage discovery
trail for local
inhabitants and
tourists

The enhancement
of a community's
historical identity

The preservation,
transmission and
promotion of local
traditions



VIEW OF AN INSTALLATION IN FRANCE

THE MUSEUM IN THE STREETS^{®™}

Recalling our past

Sharing an international design

THE MUSEUM IN THE STREETS

The Museum in the Streets[®], Le musée dans la rue[®], L'histoire au fil

A walking tour:

within a community, the streets themselves become the museum

A visitor is invited to follow a sign-posted tour to discover the history of the town that tells its own story through its architecture and images selected from archives. A large map is the point of departure.

In Hastings, New York, the walking tour of 34 illustrated panels is shown on the overall map that also describes the main attractions of the town.



Introductory panel of the walking tour with a map:
47 x 64 x 3/8 inches (120 x 150 cm)

THE 10 KEY POINTS of an innovative concept to promote

- > **a discovery trail**
in the community's streets for its inhabitants of all generations and for tourists
- > **old photographs and documents**
records of local and national history, in our streets
- > **a self-guided visit**
using a pamphlet that outlines the walking tour and is a souvenir of the visit
- > **an innovative attraction, free and bilingual**
for tourists traveling in the region
- > **an affirmation of identity**
for the community and for urban renewal projects
- > **an educational tour**
for all ages
treasure hunts for younger ones

THE STREETS[®]™

es[®] are trademarks owned and protected.

The information panels:

all aspects of local cultural heritage may be presented

Everyday life, events, places and vistas, architecture, past trades . . . these information panels bring back to life activities such as markets, festive events, traditions, trades such as sail making, barrel making and daily activities

such as racing, buggy riding, fishing. All the images are accompanied by texts composed from historical information as well as comments collected from citizens who witnessed and recall the activities . . . a living testimonial.

THE TOWN'S SEAL OR LOGO

THE COMMENTARY IS BASED ON INFORMATION FROM LOCAL HISTORICAL ARCHIVES AND/OR FROM SOMEONE'S MEMORY

TRANSLATION IN ANOTHER COMMON LOCAL LANGUAGE (BEARING IN MIND TOURISM OR HISTORICAL ROOTS)

RESEARCH IN PHOTO ARCHIVES, LIBRARIES, ATTICS, ETC., RALLIES THE LOCAL INHABITANTS AND HISTORICAL SOCIETIES

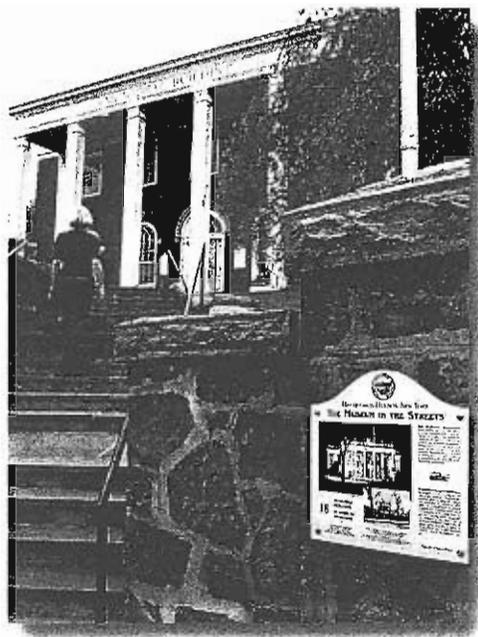
THE WALKING TOUR IS ORGANIZED AND EACH PANEL NUMBERED

Individual panels:
20 x 20 x 1/4 inches (50 x 50 cm)

te awareness of our cultural heritage and develop tourism

- > **variety in subjects**
daily life (schools, fairs, outings...)
local knowledge (trades, farming...)
famous local persons and traditions
important events (celebrations, disasters...)
outstanding architecture (churches, halls...)
- > **preservation of living memory**
the recollection of the 20th century
- > **participation of local inhabitants**
historical societies, libraries, archives and individuals provide information to include in the labeling of the panels
- > **involvement of local businesses**
by the orientation of visitors through main streets, providing tourists with pamphlets, engaging them in conversations...

THE MUSEUM IN THE STREETS[®]™



INSTALLATION IN HASTINGS-ON-HUDSON

Delivering one

of three possible complete kits to a community

> A 15-site kit

Includes one map/introductory panel
A set of 15 information panels
Technical assistance for the project

> A 25-site kit

Includes two map/introductory panels
A set of 25 information panels
Technical assistance for the project

> A 30-site kit

Includes two map/introductory panels
A set of 30 information panels
Assistance for the planning and completion of the project

The technical assets

of the panels

- A support of 1/4" and 3/8" laminate
- Resistance to acids and solvents
- Anti-UV coating
- Waterproof and resistant to freezing temperatures
- Digital printing on paper imbedded in the panel
- A warranty of quality and durability

Professional support

teams

- Extensive museum experience
- Cultural tourism
- Graphic layout and design
- High definition scanning
- Novel and durable materials

“ . . . we are shaped by those around us as well as those who preceded us . . . ”

Your contact

Patrick CARDON

P.O. Box 11, Cushing, Maine 04563 • E-mail: pdcardon@yahoo.com • 207-354-0497

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

3

MEETING DATE: December 9, 2013

AGENDA ITEM #

ITEM: Appointment of City Prosecutor

PRESENTER: Mayor Joseph R. Peterson

INDIVIDUALS IN ATTENDANCE: Neil J. Sawicki

BACKGROUND: Neil J. Sawicki has been performing the prosecutorial services for the City of Wyandotte since December 1998. He has submitted a proposal to renew the contract with no increase in the monthly fee.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Adopt a resolution to retain the prosecutorial services of Neil J. Sawicki, Law Office of Neil J. Sawicki for a two year period commencing January 1, 2014 through December 31, 2015.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: \$2,500 per month, plus incidental expenditures. Account # 101 136 8285 331

IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Shuydal*

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: *OK JRP*

LIST OF ATTACHMENTS: Proposal from Neil J. Sawicki

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 9, 2013

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of Mayor Peterson to retain the prosecutorial services of Neil J. Sawicki, Law Office of Neil J. Sawicki for a two year period commencing January 1, 2014 through December 31, 2015. The terms of the agreement will be an all-inclusive fixed fee of \$2,500 per month, plus incidental expenditures. AND BE IT FURTHER RESOLVED that the terms of the agreement include Mr. Sawicki contacting Judge Kalmbach at the end of each work day to review the day's activities and provide Judge Kalmbach and the Police Chief with a fax number, cellular phone number and home telephone number to provide for 24-hour service.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

LAW OFFICE OF NEIL J. SAWICKI, P.L.L.C.

P.O. Box 477 ♦ Wyandotte, Michigan 48192
Telephone: (734) 282-1663 ♦ Fax: (734) 283-9020
Sawickilaw@att.net

Mr. Todd Drysdale
City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan 48192

October 4, 2013

Re: Proposal for City Prosecutor (CY 2014-15)

Dear Mr. Drysdale:

The following is my proposal for renewing my contract as City Prosecutor for the City of Wyandotte for calendar year January 1, 2014 through December 31, 2015.

I propose a renewal of the present 2-year contract at the current flat fee of \$2,500.00 per month plus ordinary expenses.

The "flat fee" shall cover all professional services provided by me:

1. To prosecute at the weekly Tuesday docket;
2. To prosecute the Motor Carrier docket as scheduled by the Court;
3. To prosecute any trial or formal hearing before the Wyandotte District Court;
4. To review the Tuesday and Motor Carrier dockets and case files of said dockets;
5. To represent the City regarding any appeal of a Wyandotte City Ordinance/Misdemeanor case;
6. To review all warrant requests presented for review by the Wyandotte Police Department ("WPD");
7. To answer all telephone/personal inquiries related to criminal law/procedure presented by the WPD;
8. All telephone/personal conversations with personnel of the WPD regarding cases on the Tuesday docket;
9. All telephone and/or personal conversations with defendant(s) and/or their attorney(s) regarding their individual case(s) on the Tuesday and/or Motor Carrier dockets;
10. To prepare and teach any class(es) to personnel of the WPD requested by the WPD within my working knowledge regarding criminal law and/or procedure; and,
11. To prepare all motions/answers/discovery related to cases appearing on the Tuesday and Motor Carrier dockets including legal research on said motions/answers/discovery.

I shall be reimbursed, as is now the case, for all reasonably incurred expenses associated with my services as Prosecutor. These include, but are not limited to the following:

1. Parking fees;
2. Filing/Motion fees;
3. Copy fees (.10¢ per copy); and,
4. Postage.

As I do now, I shall present you with an invoice at the beginning of each month. This invoice will list the "flat fee" discussed previously and itemize any reimbursable expense incurred by me during the previous month. As is the case now, the City shall make payment by the 15th of the month.

If you have any questions, or wish to discuss this further, please give me a call.

Sincerely,



Neil J. Sawicki
Attorney at Law

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

4

MEETING DATE: December 9, 2013

AGENDA ITEM #

ITEM: Wyandotte Fire Department – Purchase Rapid Deployment Craft

PRESENTER: Jeffery Carley, Fire Chief

INDIVIDUALS IN ATTENDANCE: Captain Michael Brandt

BACKGROUND: In late 2011 a charitable bequest from the Trust of Mr. James R. Tulock in the amount of \$5,000.00 was made to the City of Wyandotte Fire Department to assist in the purchase of additional life saving equipment. These funds were placed in a restricted account (100-000-257-094).

With the City of Wyandotte eastern boarder being the Detroit River, and the number of water/ice related incidents that occur every year. The purchase of the Oceanid Rapid Deployment Craft would great enhance the City of Wyandotte Fire Departments capabilities involving water/ice related incidents.

STRATEGIC PLAN/GOALS: Provide additional life saving equipment when involved in water/ice related incidents.

ACTION REQUESTED: Adopt a resolution concurring with the City of Wyandotte Police and Fire Commission to purchase an Oceannid RDC (Rapid Deployment Craft from Michigan Rescue Concepts, LLC. in the amount of 4,400.00 from restricted account 101-000-257-094.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Restricted account 101-000-257-094

IMPLEMENTATION PLAN:

COMMISSION RECOMMENDATION: Attached letter concur with recommendation.

CITY ADMINISTRATOR'S RECOMMENDATION: *shupdal*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *oz*

LIST OF ATTACHMENTS

Memorandum from Attorney of Law Thomas Kuzmiak
Letter from Captain Michael Brandt
Letter from Police and Fire Commission
Letter and three price quotes

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 9, 2013

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte Police and Fire Commission and the Wyandotte Fire Department Chief in the following resolution.

A Resolution authorizing the purchase of an Oceanid Rapid Deployment Craft from Michigan Rescue Concept of Richland Township Michigan in the amount of \$4,400.00

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

MEMORANDUM

TO: CITY OF WYANDOTTE – FIRE DEPARTMENT

**FROM: THOMAS A. KUZMIAK, ATTORNEY FOR DONALD TULOCK,
SUCCESSOR TRUSTEE OF THE JAMES TULOCK TRUST**

DATE: AUGUST 8, 2011

RE: DISTRIBUTION

Please note that my office does represent the Successor Trustee of the James R. Tulock Trust. Please note further that Mr. Tulock did create a Revocable Living Trust and, pursuant to the terms of said Trust, did make a charitable bequest to the City of Wyandotte Fire Department. Specifically, Article VIII, paragraph 4B makes the following distribution:

VIII

- 4B. The sum of Five Thousand (\$5,000.00) Dollars shall be distributed to the Wyandotte Fire Department Rescue Unit to assist in the purchase of additional life saving equipment.

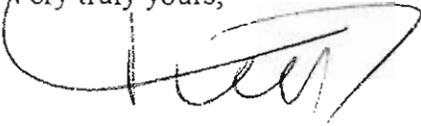
In compliance with the terms of said distribution, enclosed herewith you will find the following:

- A. Check drawn from the Trust in the sum of \$5,000.00.
- B. Receipt to be executed by a representative of the City of Wyandotte to acknowledge receipt of the distribution.

Please sign the Receipt and return same to my office.

Thank you in advance for your cooperation.

Very truly yours,



THOMAS A. KUZMIAK

TAK:em
Enclosure

OFFICIALS

WILLIAM R. GRIGGS
CITY CLERK

TODD BROWNING
CITY TREASURER

THOMAS WOODRUFF
CITY ASSESSOR



MAYOR
JOSEPH R. PETERSON

CITY COUNCIL
SHERI M. SUTHERBY-FRICKE
DANIEL E. GALESKI
TED MICIURA JR.
LEONARD T. SABUDA
DONALD SCHULTZ
LAWRENCE S. STEC

Date: October 8, 2013

From: Capt. Mike Brandt

To: Todd Drysdale

CC: Mayor Peterson

Subject: Utilization of charitable bequest to the Wyandotte Fire Department

Gentlemen;

This is a request to access funds donated to the Wyandotte Fire Department by the Trust of James R. Tulock.

The piece of equipment I am suggesting is an **Oceanid RDC** (Rapid Deployment Craft) rescue-boat. With Wyandotte's eastern boarder being the Detroit River, a rescue boat has been needed for a long time. This past summer there was a significant increase of incidents that occurred on the water within the borders of Wyandotte. With each incident the Fire Department was limited in its capabilities, and had to contact other agencies i.e. DRMAs Dive Team, Wayne Co Marine-Division, or the USCG, all with an extended response times.

I have used this boat on many occasions in different training evolutions during water/ice rescue classes I have taught over the past 15 years. I have found this boat to be very versatile any easy to use. Compared to other water craft, i.e. Zodiac Inflatibles, Jon Boats, or Row Boats, the RDC can be deployed in less than 2 minutes, can be deployed practically anywhere, (no trailer needed), little to no maintenance, and can be carried on any piece of fire apparatus. All members of the Wyandotte Fire Department are certified in water rescue, to include River Rescue, Swift Water Rescue and Ice Rescue in accordance with NFPA 1670 & 1006. Members are also trained to support DRMAs Dive Team with subsurface incidents. I feel this one piece of equipment would greatly enhance our capabilities involving any type of water/ice rescue.

Oceanid has set the price of the RDC at \$4400. I have included information about the RDC, and prices from 3 different companies that sell the RDC. I recommend Michigan Rescue Concepts; they are a local company that we have used in the past for other equipment purchases. They are very reputable and since they are located in Richmond, I could pick up the boat, avoiding any shipping costs.

Sincerely;

Captain Mike Brandt
Wyandotte Fire Department

OFFICIALS

WILLIAM R. GRIGGS
CITY CLERK

TODD BROWNING
CITY TREASURER

THOMAS WOODRUFF
CITY ASSESSOR



MAYOR

JOSEPH R. PETERSON

CITY COUNCIL

SHERI M. SUTHERBY-FRICKE
DANIEL E. GALESKI
TED MICIURA JR.
LEONARD T. SABUDA
DONALD SCHULTZ
LAWRENCE S. STEC

October 14, 2013

Todd Drysdale
City Administrator
City of Wyandotte
3200 Biddle
Wyandotte, Michigan 48192

Dear Mr. Drysdale:

The Wyandotte Police and Fire Commission concur with the recommendation of the Fire Chief and Captain Michael Brandt to purchase an Oceanid RDC (Rapid Deployment Craft) from MICHIGAN RESCUE CONCEPTS, LLC Richmond Township, Mi. in the amount of \$4,400.00 from restricted account 101-000-257-094.

Sincerely,

A handwritten signature in blue ink that reads "John Harris". The signature is fluid and cursive.

John Harris
President
Wyandotte
Police and Fire Commission

OFFICIALS

WILLIAM R. GRIGGS
CITY CLERK

TODD BROWNING
CITY TREASURER

THOMAS WOODRUFF
CITY ASSESSOR



MAYOR

JOSEPH R. PETERSON

CITY COUNCIL

SHERI M. SUTHERBY-FRICKE
DANIEL E. GALESKI
TED MICIURA JR.
LEONARD T. SABUDA
DONALD SCHULTZ
LAWRENCE S. STEC

November 26, 2013

City Council and Mayor
City of Wyandotte
3200 Biddle
Wyandotte, Michigan 48192

Dear City Council and Mayor:

Three quotes were obtained for an Oceanid Rapid Deployment Craft

1. NRC 2009 S. Main St. Moscow ID 83843 in the amount of \$4,400.00
2. Rescue Response Gear P.O. Box 178 Sisters, Oregon 97759 in the amount of \$4,400.00
3. Michigan Rescue Concepts 27583 Pratt Rd. Richland Twp. Michigan 49062 in the amount of \$4,400.00

It is my recommendation to purchase of the Oceanid Rapid Deployment Craft from Michigan Rescue Concepts in the amount of \$4,400.00.

Sincerely,

A handwritten signature in black ink that reads "Jeffery Carley". The signature is fluid and cursive.

Jeffery Carley
Fire Chief

[For Him](#)

[For Her](#)

[Must Haves](#)

[Stocking Stuffers](#)

[Under \\$50](#)

[Kayak Touring](#)

[Whit](#)

[NRS Home](#)

Oceanid Rapid Deployment Craft

Products (1)



[Oceanid RDC Swiftwater
Rescue Boat](#)

\$4400.00

[Expand your search](#) to see results that contain **some** of your words

[Site Search](#) by **SLI SYSTEMS**



PROFESSIONAL RESCUE GEAR & TRAINING FOR ROPE ACCESS, FIRE, AND EMERGENCY RESPONDERS

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Headlamps & Lighting

Helmets
Ice & Survival
Industrial Rope Access
Knives & Tools
Ladder & Escape Belts
Lanyards & Shock Absorbers
Packs and Bags
 EMS Packs
 Rescue Packs
 Wildland Packs
 Recreational Packs
 Rope Bags
Patient Evacuation
 Stretchers & Litters
 Litter Rigging
 Immobilizers
 Tripods and AHDs
Personal Equipment
Personal Fall Arrest & Protection
Pulleys
Pulley Systems
Radio Chest Harnesses
Rescue & Rope Access Kits
RIT & Personal Escape
Rope & Cord
 Static Rope
 Dynamic Rope
 Canyoneering Rope
 Cord
 Sewn Cordage
 RIT
 Rope Bags
Specials

Enter to win a \$100 gift certificate and get our e-specials and updates. You'll also be entered in our "Featured Manufacturer Prize Giveaway" for the chance to win various gear prizes. [Prize & entry details.](#)

eSpecials Sign-up

The Rapid Deployment Craft

Buy Now for Fast Delivery



Oceanid RDC - Rapid Deployment Craft
\$4,400.00
RDC

Qty

Multi-Task Water Rescue Craft

[About Oceanid](#)

The safest, the most durable and the easiest to use rescue boat ever made. It works in so many applications it is the only non-motorized boat a department may need.

It is specifically designed with water rescue in mind and can be used for:

- Water rescue in coastal, lake, river and stream environments
- Whitewater rescue
- Swift water rescue - [More about use in swift water rescue](#)
- Ice rescue - [More about use in ice rescue](#)
- Mixed waters and transitions
- Low head dam rescue
- Rescue dive platform

The RDC can also be used as:

- A patient litter and for body retrieval - [More about use as Rescue Sled](#)
- A K9 platform for on water operations
- A tow behind craft for a personal water craft (PWC)
- A snowmobile tow sled or snowmobile cargo sled for snow storm rescue
- A platform for ice rescue and drowning ice rescue

The RDC is a radical departure from the practice of drafting recreational craft into rescue service. This inflatable boat was designed and built to take the stresses incurred by those who need to work in demanding, water related rescue situations.

The RDC has extremely rockered ends (uptumed). They allow the rescuer to "drive" the boat's open end over the victim while the victim's head remains above water at all times. It also allows a rescuer to reach forward into a pour-over while still safely in the boat.

The Oceanid RDC inflatable Rapid Deployment Craft stores deflated in a 2 foot cube, will inflate in seconds, weighs 50 pounds and can be easily carried by one person. The most common way to transport the Rapid Deployment Craft is deflated while stored in a rescue boat or vehicle. It is available when and where you need it and can be launched without access to a boat ramp. Think about how often you arrive at a scene and cannot find a place to launch your motorized boat. This is why you should have the RDC along on every call.

Services & Education
Videos
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Rope Rescue Training
Tower Rescue Training
Rigging Tips
Industrial Rope Access
Firefighter Gear
Firefighter Safety & Survival
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SPRAT Info
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Rapid Deployment Craft by Oceanid

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Fire Fighting Equipment

Fire Department

Emergency Medical Services

Fire Officer

Emergency Responders

Volunteer Fire Fighters

Fire And Rescue Training

Fire And Rescue Equipment



The RDC, Rapid Deployment Craft, is the safest, most durable, easiest to use, rescue boat ever made. It works in so many applications, that it is the only non-motorized boat a department may need. The RDC is a radical departure from the practice of drafting recreational craft into rescue service. This boat was designed and built to take the stresses incurred by those who need to work in demanding, water related rescue situations. If you have never seen anything like it, you are not alone. It was one of those, "Why didn't I think of that!", type of stories. The RDC has extremely rockered (upturned) ends. They allow the rescuer to "drive" the boat's open end over the victim while the victim's head remains above water at all times. It also allows a rescuer to reach forward into a pour-over while still safely centered in the boat. The floor is open at each end, allowing 2 entry points. The freeboard height is only inches, enabling a rescuer to easily pull a victim into the boat. This also allows a diver, with tanks on, to pull themselves into the craft with minimal effort. The two entry portals on either end also act as carrying points which provide a perimeter of safety in case of sudden ice failure or mud sinking. These carrying points are comfortably at your sides. Carrying the RDC is like using a litter with long handles, which, by the way, is one of its many uses. The RDC will store in a 2' cube, inflate in a heartbeat, and can easily be carried by one person. The most common way to carry it is deflated and stored in a rescue boat or vehicle. Think about how often you arrive at a scene and cannot find a place to launch your motorized boat. This is why you should have the RDC along on every call.

quantity_limited:

special:

Price: \$4,400.00

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Replacement Rope Cord for IRSS

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Tactical Operations Drysuit MS03575

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CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

5

MEETING DATE: December 8th 2013

AGENDA ITEM # ___

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 17th 2014. 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 with the recommendation the organization signs a hold harmless agreement as well as add the City of Wyandotte as additional insured. (Please see the attached application)

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: 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, the use of the Yack Arena and parking lots or their event on May 17th 2014.

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. 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, the use of the Yack Arena and parking lots for their event on May 17th 2014.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *SRupdale*

LEGAL COUNSEL'S RECOMMENDATION: Concurs with recommendation, approval on file.

MAYOR'S RECOMMENDATION: *OT-MSS*

LIST OF ATTACHMENTS

Special Event Application – Walk MS

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 8th 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, the use of the Yack Arena and parking lots for the Walk MS event May 17th 2014.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
	Fricke	
	Galeski	
	Miciura	
	Sabuda	
	Schultz	
	Stec	



**National
Multiple Sclerosis
Society**
Michigan Chapter

October 15, 2013

Wyandotte Special Events Office
2624 Biddle Ave
Wyandotte, MI 48192

Enclosed please find our special event permit application for our 2014 Walk MS: Wyandotte event scheduled for Saturday, May 17, 2014. 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 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 cursive script that reads "Laurie Willis".

Laurie Willis
Event Experience Manager

Enclosures: Special Event Permit Application, 2013 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: _____

2014 Walk MS: Wyandotte is a one day fund raising event. Our participants start out at Yack Arena and walk approximately 3 miles through the city. City sidewalks are used for the event and 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 also have a family friendly DJ provide entertainment throughout the event.

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 a copy of the walk route from 2013. At this time we do not anticipate any changes to the 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: 500-600

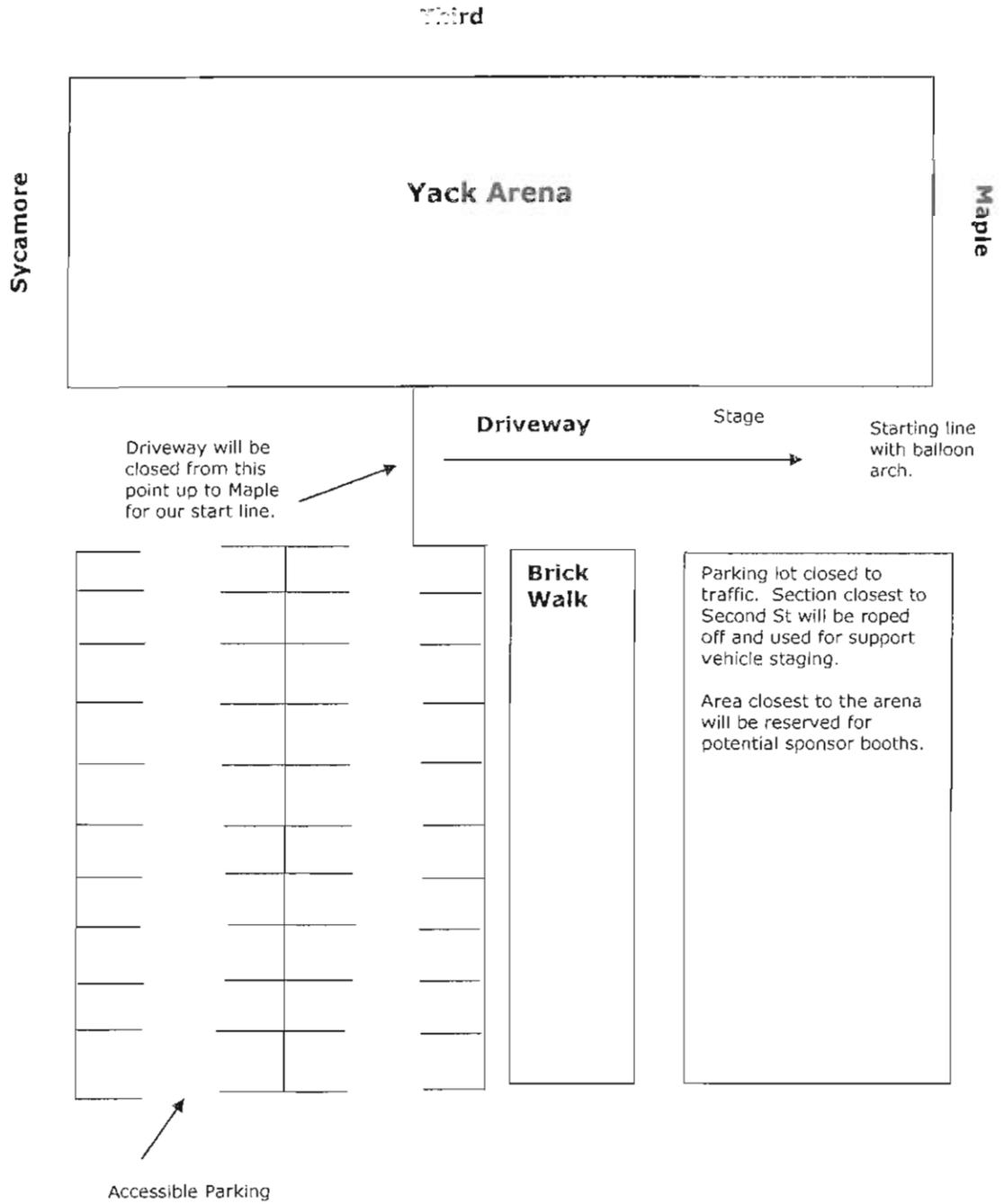
F. IS ALCOHOL GOING TO BE SERVED OR PROVIDED AT THIS EVENT? No
DO YOU HAVE A LICENSE? _____

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: 10/17/13 Signature: [Handwritten Signature]

Walk MS 2014 Wyandotte
Proposed Yack Arena Exterior Site Plan



Prepared for 2014
walk

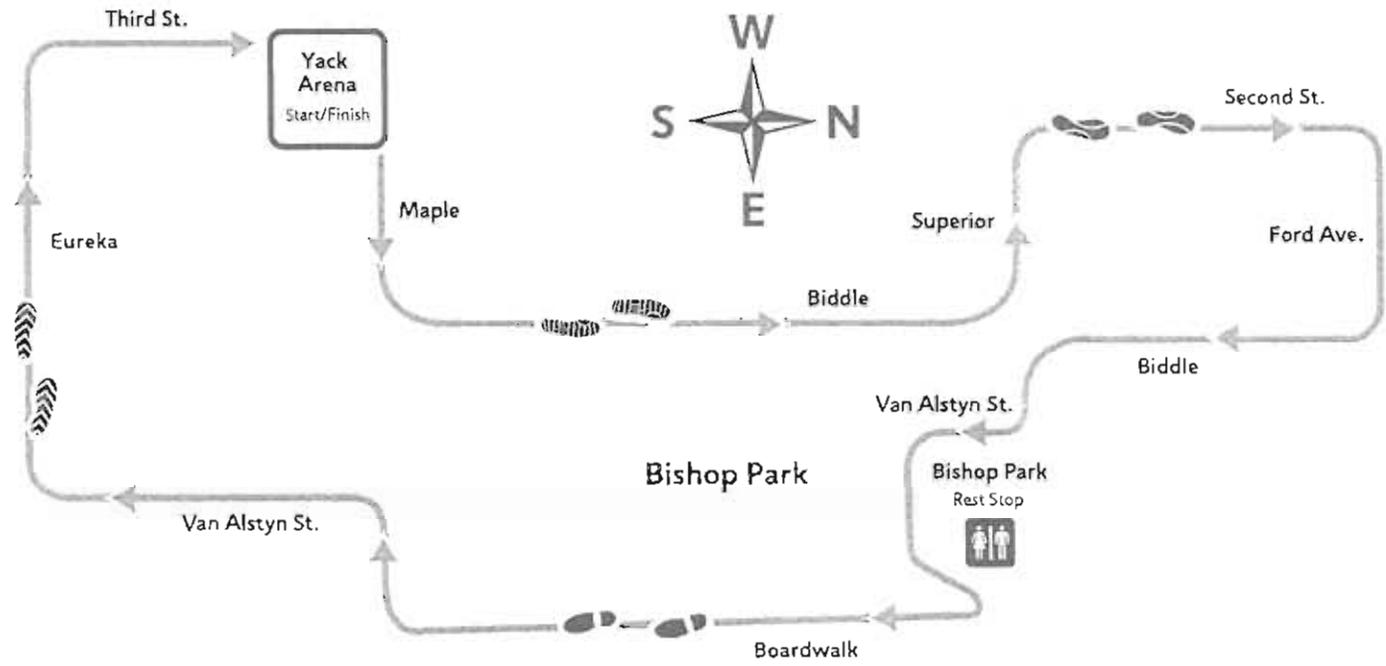


2013

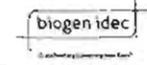
Wyandotte Walk MS

3.0 Mile Route

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



Event Sponsors:



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

(6)

MEETING DATE: December 9, 2013

AGENDA ITEM # _____

ITEM: Amended Purchase Agreement for property at 3061 & 3063 Biddle Avenue.

PRESENTER: Natalie Rankine, DDA Director

NR
Mark Kowalewski

INDIVIDUALS IN ATTENDANCE: Todd Drysdale, City Administrator & Mark Kowalewski, City Engineer

BACKGROUND: On September 17, 2012, the Mayor and City Council approved the proposal dated August 27, 2012, from the Hotel Sterling LLC, to purchase 3061-3063 Biddle Avenue. On June 17, 2013, the City Council approved a revised purchase agreement relative to this transaction. On August 26, 2013, the City Council approved the first revision to this purchase agreement. All of these revisions were necessary to comply with lending requirements of the Small Business Administration (SBA) which is an integral component of the purchaser's financing. For the same reason, attached you will find the Second Amendment to the purchase agreement. This amendment includes the following changes:

1. The financing of the property has been modified as outlined in paragraph 1A of the attached purchase agreement.
2. The closing date for the property has been changed to no later than December 31st as outlined in section 3 of the attached purchase agreement.

STRATEGIC PLAN/GOALS: *Commitment to fostering the revitalization and preservation of older areas of the City as well as developing and redeveloping new areas.*

ACTION REQUESTED: Approve the attached resolution amending the most recent Purchase Agreement from August 26, 2013.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Drysdale*

LEGAL COUNSEL'S RECOMMENDATION: Concur

MAYOR'S RECOMMENDATION: *OK*

LIST OF ATTACHMENTS

1. Revised and signed purchase agreement
2. Council resolution dated August 26, 2013
3. Council resolution dated July 17, 2013
4. Council resolution dated September 17, 2012

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: December 9th, 2013

RESOLUTION by Councilman _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Administrator, City Engineer, Director of the Downtown Development Authority dated December 9th, 2013, regarding the sale of 3061-3063 Biddle Avenue;

AND BE IT RESOLVED that Council approves the Second Amendment to Offer to Purchase Real Estate between the Sterling Hotel, LLC, and the City of Wyandotte

AND BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the necessary documents.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

- Fricke
- Galeski
- Miciura
- Sabuda
- Schultz
- Stec

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

William R. Look
Steven R. Makowski

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

Richard W. Look
(1912-1993)

SECOND AMENDMENT TO OFFER TO PURCHASE REAL ESTATE

I. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the City
Township of
Village
Wyandotte, Wayne County, Michigan, described as follows:
South 10 feet of Lot 9 and all of Lots 10, 11, 12, 13 and 14, Eureka Iron and Steel Works Re-Subdivision, as recorded in Li-
ber 22, Page 49 of Plats, Wayne County Records, being known as
3061-3063 Biddle Avenue, together with all improvements and appurtenances,
including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna,
gas conversion unit and permit _____ if any, now on the premises, and to pay
therefore the sum of Three Hundred Fifty Thousand (\$350,000.00) Dollars, subject
to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY: 1A

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

<i>Sale on Promissory Note</i>	1. A. Payment of the sum of Three Hundred Fifty Thousand (\$350,000.00) Dollars, with the execution of a Promissory Note requiring the payment of the remainder of the purchase money within two hundred forty-one (241) months of the closing, together with interest at the rate of 2.257 percent per annum on the unpaid balance as follows: 1) a lump sum payment to the City of Wyandotte in the amount of Two Hundred Eleven Thousand Two Hundred Sixty-Seven and .84/100 (\$211,267.84) Dollars on or before ten (10) years from the date of closing, and 2) a lump sum payment to the City of Wyandotte of the remaining balance in the amount of Two Hundred Eighty Five Thousand Two Hundred Thirty Six and .86/100 (\$285,236.86) Dollars on or before two hundred forty-one (241) months from the date of closing (on the first day of said month). However, in the event Purchaser has fully paid the outstanding loans to MBT and SBA prior to the expiration of 241 months, then the balance remaining due to the Seller will be amortized for the remaining term on the Note and Purchaser shall immediately commence equal monthly payments to the Seller's so the Note will be fully paid within 241 months of the closing. Purchaser will provide Seller a Mortgage on the above property which will be subordinate to any other Mortgage used by Purchaser to purchase or develop the property. The Promissory Note and Mortgage to be in a form approved by Seller which terms will state that if Purchaser default under the terms of any other loan or grant concerning this property, then that will be a default of the Promissory Note payable to the City of Wyandotte. Kenneth Wickenheiser and Rebecca Wickenheiser shall execute a Personal Guaranty in a form approved by the Seller which shall guarantee payment of the Promissory Note.
<i>Personal Guaranty</i>	
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
<i>Time of Closing</i>	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale within ten (10) days approval of all loans and grants to Purchasers (Monroe Bank & Trust (MBT), MEDC, and Small Business Association (SBA) but no later than December 31, 2013. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. If Purchaser are unable to obtain the loans and grants in amounts sufficient to develop this project in the city's sole discretion, the Seller may declare this offer null and void.
<i>Purchaser's Default</i>	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<i>Seller's Default</i>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Title Objections</i>	
<i>Possession</i>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>Cecelia Melody, Inc.</u> If the Seller occupies the property, it shall be vacated on or before _____ closing _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
<i>Taxes and Prorated Items</i>	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
<i>Broker's Authorization</i>	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The seller is hereby authorized to accept this offer and the deposit of <u>Zero (\$0)</u> Dollars may be held by Seller under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

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

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

The closing of this sale shall take place at Wyandotte City Hall. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

Additional conditions, if any: 1. The sale of the property is contingent upon City Council approval. 2. The sale of the property is contingent upon Purchaser obtaining a loan from its private lender, obtaining an MEDC Grant and loans from the Small Business Association. 3. Sellers make no warranties as to the condition of the premises. Purchasers acknowledge and agree they have inspected and have been afforded the opportunity to have experts examine the premises. Purchasers acknowledge that they have not relied upon any representations by the Sellers and they are buying the property in its "AS IS" condition. 4. Purchasers acknowledge receipt of the RFP and stated existing AS IS conditions of the building. Purchasers proposal is attached and the occupancy and build-out shall be in accordance with this proposal. 5. The terms of this Offer to Purchase shall survive the closing.

12. Purchaser acknowledges and agrees that future tax revenue from the private development and ownership of the Subject Premises is a material part of the consideration to Seller for this Agreement. Purchaser agrees that for a period of twenty (20) years from the date of Closing, it will not transfer, sell or assign all or part of the Subject Premises to an entity that will result in all or part of the Subject Premises or improvements thereon becoming tax exempt unless Purchaser reimburses the Seller as set forth below.

In the event that all or part of the Subject Premises is transferred, sold or assigned to a tax exempt entity and is removed from the tax rolls of the City of Wyandotte within twenty (20) years from the date of Closing, then Purchaser, or its successor, shall reimburse Seller for an amount equal to the net present value of (x) the taxable value of the Subject Premises removed from the tax roll (or portion thereof removed from the tax roll), in the year before it is no longer taxed ("Base Value") times (y) twenty-two (22) mills ("Annual Amount") times (z) the number of years remaining up to and including twenty (20) years from the date of Closing. The amount payable to Seller will be paid in one lump sum on or before Purchaser closes on the transfer, sale, or assignment of the Subject Premises (or portion thereof removed from the tax roll) to the person or entity that results in the Subject Premises becoming tax exempt. For example, if the Subject Premises is sold, transferred or assigned to a person or entity that results in the Subject Premises becoming tax exempt ten (10) years after the date of Closing, and the taxable value is \$50,000, then the lump sum will be computed as follows:

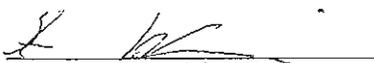
$$(\$50,000) \times (x) \times (y) \times (z) = \$11,000$$

\$50,000 x 0.022 mills x 10 years = \$11,000

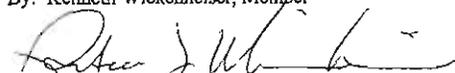
In the event a Taxable Value is not established because the property prior to closing was tax exempt or if the property becomes tax exempt within the first year after closing or prior to the promised development of a hotel with improvements by Purchaser as contained in their proposal to Seller which proposal was attached to the Offer to Purchase, the expected taxable value in that case will be based upon an appraisal of the property which appraisal shall include the promised development of the hotel with improvements as if constructed.

This obligation shall survive Closing and remain in effect for twenty (20) years after the date of Closing, and shall be set forth in the Warranty Deed or in a Lien on Property for Reimbursement in a form prepared by the Seller.

Hotel Sterling LLC
Purchaser:


By: Kenneth Wickenheiser, Member

Dated: _____, 2013


By: Rebecca Wickenheiser, Member

City of Wyandotte
Seller:

By: Joseph R. Peterson, Mayor

Dated: _____, 2013

By: William R. Griggs, Clerk

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



COUNCIL

Sheri M. Sutherby-Fricke
Daniel E. Galeski
Ted Miciura Jr.
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

JOSEPH PETERSON
MAYOR

August 27, 2013

RESOLUTION

Natalie Rankine
Downtown Development Director
3200 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman Lawrence St. Stec
Supported by Councilwoman Sheri M. Fricke

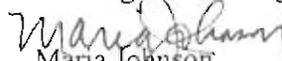
RESOLVED by the City Council that Council CONCURS with the recommendation of the City Administrator, City Engineer, Director of Downtown Development Authority dated August 26, 2013, regarding the sale of 3061-3063 Biddle Avenue; AND BE IT FURTHER RESOLVED that Council accepts the offer from Hotel Sterling LLC, 3061-3063 Biddle Avenue in the amount of \$350,000.00 pursuant to the signed purchase agreement dated August 21, 2013 and the redevelopment proposal received on August 27, 2012; AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the necessary documents subject to the approval of the Department of Legal Affairs.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, Maria Johnson, Deputy City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on August 26, 2013.


Maria Johnson
Deputy City Clerk

CC: City Engineer, City Administrator, City Attorney

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



COUNCIL

Sheri M. Sutherby-Fricke
Daniel E. Galeski
Ted Miciura Jr.
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

June 18, 2013

JOSEPH PETERSON
MAYOR

RESOLUTION

Natalie Rankine
Downtown Development Director
3200 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda
Supported by Councilman Daniel E. Galeski

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Administrator, City Engineer and Director of the Downtown Development Authority dated June 12, 2013, regarding the sale of 3061-3063 Biddle Avenue; AND BE IT FURTHER RESOLVED that Council accepts the offer from Hotel Sterling LLC; the 3061-3063 Biddle Avenue in the amount of \$350,000.00 pursuant to the signed purchase agreement dated June 4, 2013 and the redevelopment proposal received on August 27, 2012. ; including the following revisions:

1. The buyback provision has been deleted from the purchase agreement in Section 1A.
2. The closing date has been moved to July 15, 2013 in Section 3.
3. A provision regarding limits on the sale of this property to a tax exempt entity was added to Section 12.

AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the necessary documents subject to the approval of the Department of Legal Affairs.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on June 17, 2013.

William R. Griggs
William R. Griggs
City Clerk

CC: City Engineer, City Administrator

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL

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

September 18, 2012

JOSEPH R. PETERSON
RESOLUTION

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

By Councilman Todd M. Browning
Supported by Councilman Leonard Sabuda

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer and the Director of the Downtown Development Authority dated September 10, 2012, regarding the sale of 3061-3063 Biddle Avenue; AND BE IT FURTHER RESOLVED that Council accepts the offer from Hotel Sterling LLC, to purchase the property located at 3061-3063 Biddle Avenue in the amount of \$350,000 pursuant to their proposal received on August 27, 2012; (terms of the sale to include \$225,000 down payment and \$125,000 due within ten years); AND BE IT RESOLVED that Mayor and City Clerk are hereby authorized to execute the necessary documents subject to the approval of the Department of Legal Affairs. AND FURTHER that all bid bonds or bid checks be returned to the unsuccessful bidder.

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda Mayor Pro-tem Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on September 17, 2012.


William R. Griggs
City Clerk

CC: Downtown Development Authority, City Administrator, Department of Legal Affairs

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 9, 2013

AGENDA ITEM # _____

7

ITEM: Lease Agreement – 3003-3005 Biddle Avenue

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: In December of 2010, the City Council authorized the execution of a Letter of Understanding between D-M Investments, LLC and the City of Wyandotte for the property known as 3003-3005 Biddle. This Letter of Understanding indicated that the City intended to retain a commercial condominium for use by Wyandotte’s Municipal/Cable Offices. In April of 2011, a purchase agreement was entered into with D-M Investments, LLC in the amount of \$200,000 with payment in the form of a Deferred Lien and Promissory Note in the amount of \$198,000. The Agreement specified that, prior to closing, the City was required to provide information necessary to effectuate a condominium division of the property. In December of 2011, the City Council authorized the execution of the Addendum to Purchase Agreement between D-M Investments involving the separation of utilities and environmental remediation and reduction in amount due under the deferred lien.

Due to the uncertainty surrounding the necessity and timeframe of the continued municipal use of a portion of building, the undersigned is recommending that the attached Lease Agreement be approved between D-M Investments, LLC and the City of Wyandotte which will replace the purchase agreement which has remained unfulfilled. **The lease agreement will include all the same terms as the original purchase agreement but will accelerate the receipt of funds by the City due to the required monthly payments.** It will also allow the City more time to determine the timeframe and necessity of any continued space requirements for the City’s Cable Department.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The City will receive the \$170,030 due under the Deferred Lien via monthly payments of \$1,036.76 for 164 months (\$12,441.12 annually) instead of the lump sum by the due date in June of 2027. The City will continue to receive the property tax revenue and additional rent for estimated maintenance and utilities as specified in the original purchase agreement.

IMPLEMENTATION PLAN: The Department of Legal Affairs will receive the returned Deed for the building from D-M Company, LLC, and the City’s Finance Department will commence billing D-M Investments under the Lease Agreement.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR’S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

1. Lease Agreement – 3003-3005 Biddle Avenue
2. Council Resolution dated December 13, 2010 and Letter of Understanding
3. Council Resolution dated April 11, 2011 and Purchase Agreement
4. Council Resolution dated December 19, 2011 and Addendum to Purchase Agreement

MODEL RESOLUTION:

RESOLVED by the City Council that the communication from the City Administrator relative to 3003-3005 Biddle Avenue is receive and placed on file and

FURTHER, authorizes the Mayor and City Clerk to execute the Lease Agreement with D-M Investments, LLC, d/b/a D-M Company for the property commonly known as 3003-3005 Biddle Avenue with required monthly base rent payments of \$1,036.76 and initial additional monthly rent payments of \$1,200 for payment of estimated maintenance and utilities (which are subject to increases per the Lease Agreement)

LEASE AGREEMENT

(1) THIS LEASE made this _____ day of _____, 2013, by and between

CITY OF WYANDOTTE
3200 BIDDLE AVENUE
WYANDOTTE, MICHIGAN 48192

the Lessor, hereinafter designated as the Landlord, and

D-M INVESTMENTS, LLC, d/b/a D-M COMPANY
100 MAPLE STREET
WYANDOTTE, MICHIGAN 48192

the Lessee, hereinafter designated as the Tenant.

Description (2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the City of Wyandotte, County of Wayne and State of Michigan, to wit:

LOTS 1, 2, 3 AND THE NORTH 6.5 FEET OF LOT 4, BLOCK 32, EUREKA IRON AND STEEL WORKS RE-SUB, AS RECORDED IN LIBER 22, PAGE 49, WAYNE COUNTY RECORDS.

COMMONLY KNOWN AS: 3003-3005 BIDDLE

Term (3) For the term consisting of One Hundred Sixty-four (164 months) COMMENCING ON THE FIRST day of _____, 2013 AND ENDING ON THE _____ DAY OF _____, 20____, fully to be completed and ended, the Tenant yielding and paying during the continuance of this lease unto the Landlord;

Rent (4) Rent of said premises for said term is the sum of One Thousand Thirty-six and 76/100 (\$1,036.76) Dollars in lawful money of the United States payable in monthly installments in advance, upon the FIRST day of each end every month. IN ADDITION TO THE MONTHLY BASE LEASE PAYMENT, TENANT AGREES TO PAY TO LANDLORD THE SUM OF ONE THOUSAND TWO HUNDRED AND 00/100 (\$1,200.00) DOLLARS PER MONTH FOR PAYMENT OF ADDITIONAL RENT FOR ESTIMATED MAINTENANCE AND UTILITIES (SUBJECT TO UTILITY INCREASES AS DEFINED IN PARAGRAPH 30 BELOW) FOR A TOTAL RENTAL PAYMENT OF: TWO THOUSAND TWO HUNDRED THIRTY SIX AND 76/100 (\$2,236.76) DOLLARS.

LANDLORD AND TENANT ACKNOWLEDGE THAT THE MONTHLY BASE PAYMENTS MADE TO LANDLORD THROUGHOUT THE TERM OF THIS LEASE AGREEMENT WILL TOTAL \$170,030.00.

LANDLORD AND TENANT AGREE THAT TENANT HAS RECEIVED CREDIT ON THE ORIGINAL AGREED UPON PURCHASE PRICE OF \$200,000 AS FOLLOWS:

EARNEST MONEY:	\$ 2,000.00
ENVIRONMENTAL SPECIALITY SERVICES (PAID BY TENANT):	25,000.00
SECURITY DEPOSITS RETAINED BY LANDLORD - LADEMAN	1,220.00
EMBROID ME	<u>1,750.00</u>

RENTAL CREDITS TO TENANT = \$29,970.00

The Tenant hereby hires the said premises for the said term as above mentioned and covenants to pay, or cause to be paid unto the Landlord at the dates and times above mentioned the rent above reserved. If the Tenant defaults on any obligations under this lease including nonpayment of rent, the Landlord may, on written notice to the Tenant, terminate the lease and enter the premises as permitted by law and the Tenant and any other occupants shall surrender the premises to the Landlord by the date stated in the notice. If the Landlord terminates the lease, the Tenant shall pay the Landlord's expenses for enforcing the Landlord's rights under the lease and applicable law, including court costs and attorney fees, and the remaining rent for the rest of the term of the lease shall immediately become due from the Tenant to the Landlord.

Tenant's Default (5) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at twelve (12%) percent per annum from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

Use and Occupancy (6) It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for office/retail space on the first floor and residential units on the second floor and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement, the Landlord may at his option terminate this lease forthwith and reenter and repossess the leased premises.

with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition; provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if the Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may at his option terminate this lease forthwith by a written notice to the Tenant. In such case, Tenant will be entitled to receive the full value of its pro-rata share of the Landlord's insurance proceeds. The pro-rata share of the insurance proceeds will be determined by dividing the Tenant's square footage of the leased premises (as the numerator) by the total square footage of the first and second floors (as the denominator). For purposes of this agreement, the parties acknowledge that D-M Investments, LLC is leasing 4,860 square feet on the first floor and 4,770 square feet on the second floor for a total of 9,630 square feet. The City of Wyandotte has retained 3,270 square feet on the first floor and 3,270 square feet on the second floor for a total of 6,540 square feet. In the event of an insurance distribution as described above, D-M Investments, LLC's portion of the proceeds will be fifty-nine (59%) percent. (9,630 square feet divided by 16,170 = 59%).

- | | |
|---|--|
| Tenant to Indemnify | (8) The Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of One Million (\$1,000,000.00) Dollars for damages resulting to one person and One Million (\$1,000,000.00) Dollars for damages resulting from one casualty, and One Million (\$1,000,000.00) Dollars property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day. |
| Repairs and Alterations | (9) The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building. |
| Care of Premises | (10) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building. |
| Compliance with Laws | (11) The Tenant shall, at his own expense, under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same. |
| Condition Of Premises at Time of Lease | (12) The Tenant further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease. |
| Adjoining Premises | (13) Neither the Landlord nor the Tenant shall be responsible or liable to one another for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting from bursting, stoppage or leaking of water, gas, sewer or steam pipes. |
| Advertising Display | (14) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord. |
| Reentry | (15) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the Tenant and each and every occupant to remove and put out. |
| Quiet Enjoyment | (16) The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid. |
| Expenses-Damages Re-entry | (17) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages. |
| Remedies Not Exclusive | (18) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law. |
| Waiver | (19) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition. |

Notices	<p>(21) Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the parties is in writing addressed to each party at the following addresses:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">D-M Company c/o Joseph S. Daly 100 Maple Wyandotte, MI 48192</td> <td style="width: 33%;">City of Wyandotte c/o Todd Drysdale 3200 Biddle Wyandotte, MI 48192</td> <td style="width: 33%;">William R. Look, Esq. 2241 Oak Street Wyandotte MI 48192</td> </tr> </table>	D-M Company c/o Joseph S. Daly 100 Maple Wyandotte, MI 48192	City of Wyandotte c/o Todd Drysdale 3200 Biddle Wyandotte, MI 48192	William R. Look, Esq. 2241 Oak Street Wyandotte MI 48192
D-M Company c/o Joseph S. Daly 100 Maple Wyandotte, MI 48192	City of Wyandotte c/o Todd Drysdale 3200 Biddle Wyandotte, MI 48192	William R. Look, Esq. 2241 Oak Street Wyandotte MI 48192		
Pronouns	(22) It is agreed that in this lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their."			
Binding on Heirs	(23) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successor, representatives and assigns.			
Prior Agreements	<p>(24) This Lease Agreement has been agreed upon due to unanticipated delays and difficulties in securing approval to divide/condominiumize and construct the area of the building under lease and referenced in the Purchase Agreement dated April 6, 2011 and Addendum to Purchase Agreement dated December 13, 2011 and closing documents executed (but not recorded) on June 29, 2012. Upon execution of this Lease agreement, Landlord acknowledges the return of (1) the original unrecorded Warranty Deed from the City of Wyandotte to D-M Investments, LLC dated June 22, 2012; (2) the original unrecorded Quit Claim Deed from JPMorgan Chase to the City of Wyandotte dated October 4, 2007; and (3) the original Buy Back Option agreement between D-M Investments and the City of Wyandotte dated June 29, 2012. In addition, Tenant acknowledges the return of (1) the original Promissory Note dated June 29, 2012 between D-M Investments, LLC and the City of Wyandotte and (2) the original Deferred Lien between D-M Investments, LLC and the City of Wyandotte dated June 29, 2012. Landlord and Tenant acknowledge that the above mentioned documents are hereby canceled and of no effect under this Lease Agreement.</p> <p>Landlord and Tenant further acknowledge that the Assignment of Leases agreement dated June 29, 2012 shall remain in full force and effect.</p>			
Prepayment	At any time during the original or extended Term of this Lease, Tenant may prepay the entire unamortized balance of the base rent. At such time, the Tenant will be entitled to receive a Warranty Deed and Title Insurance Policy from the City for the area of the building described in Paragraph 2 above. It is understood that it is the intention of the parties that the Tenant will be entitled to purchase the Leased Premises for the sum of One (\$1.00) Dollar any time after the total rental amount of Two Hundred Thousand (\$200,000.00) Dollars is paid in full.			
Future Sale	<p>(25) Landlord and Tenant acknowledge and agree that future tax revenue from the private development and ownership of the Property is a material part of the consideration to Landlord for this Agreement and the sale of said property to Tenant. Tenant agrees that once the entire rental amount referenced in Paragraph 4 above is paid in full and title eventually is vested in the Tenant, Tenant agrees not to transfer or close on the sale of all or part of the said property to an entity that will result in the property or buildings becoming tax exempt. However, Landlord and Tenant acknowledge that Tenant may convey the property to another entity owned by one or more of the then current shareholders of the Tenant provided they are both taxable entities (i.e. D-M Investments, L.L.C. may convey to Daly Merritt Properties, Inc.). Tenant agrees that the property will be placed on the tax rolls with the intent that the same remain on the tax rolls for a period of not less than twenty (20) years commencing with the date of the closing. The term "Owner" as used herein means any owner of the property, including Tenant's successors, transferees and assigns.</p> <p>In the event the property is removed from the tax rolls within twenty (20) years after closing on the sale to Tenant as a result of any action taken by Owner, including without limitation the sale, transfer or use of the property by Owner (except as hereinabove described), then Owner shall reimburse Landlord for an amount equal to the taxable value of the property removed from the tax roll, including the Development (or portion thereof removed from the tax roll), in the year before it is no longer taxed (the original "Base Value") times twenty (20) mills (the "Annual Amount") for each year remaining up to and including twenty (20) years from the date of closing. The amount payable to Landlord will be paid in one lump sum. The lump sum payment shall be the net present value calculated by computing the taxable value times (x) 20 mills for the year the lump sum is to be paid times (x) the number of years remaining on this obligation up to 20 years. The lump sum is due and payable on or before Owner closes on the transfer or sale of the property to the person or entity that results in the property becoming tax exempt. For example, if the property is sold to a non-taxable person or entity five (5) years after the date of closing, and the taxable value is \$50,000, then the lump sum will be computed as follows:</p> $\$50,000 \times 0.020 \text{ mills} \times 15 \text{ years} = \$15,000$ <p>This obligation shall survive each Closing and remain in effect for 20 years after each Closing with respect to the property conveyed at such Closing and shall be evidenced by a written recordable document in a form satisfactory to Landlord and Tenant (the "Tax Status Agreement"). The exact form of the Tax Status Agreement shall be mutually agreed upon between the parties prior to each Closing.</p>			
Repairs	(26) City of Wyandotte/Landlord will be solely responsible for maintenance, repair and/or replacement to the roof, East and South walls, windows, doors and fixtures of the premises. D-M Investments, LLC/Tenant will remain solely responsible for maintenance, repair and/or replacement to the West and North walls, windows, doors and fixtures of the premises.			
Real Property Taxes	(27) Throughout the Lease Term, Tenant will be responsible for its share of real property taxes attributed to the Leased Premises.			

Utility Usage (30) It is hereby agreed that the Tenant (or the future established Condominium Association) will pay the Landlord, the City of Wyandotte, the sum of Five Hundred (\$500.00) Dollars per month for the utility usage of electric, water and gas on the First Floor and Five Hundred (\$500.00) Dollars per month for utility usage of electric, water and gas on the Second Floor from and after the date of closing. The second floor utilities shall (provided it is economically feasible for the Tenant to install) be separately metered when this area is improved and is useable. In the event it is not economically feasible for Tenant to separate utilities on the second floor, the Tenant will continue to pay the total sum of One Thousand (\$1,000.00) Dollars per month for use of first and second floor utilities of electric, gas and water.

For as long as the utilities remain unseparated, beginning at one (1) year after closing and annually each year thereafter, the rate of \$500 per month per floor for utility usage of electric, gas and water for the first and second floors shall be increased by the greater of the actual rate increases adopted by the Department of Municipal Services Commission or by two and one-half (2.5%) percent each year. However, in no event shall the utility costs exceed 150% of the initial rate throughout the first twenty-five (25) years of the contract. Thereafter, the utility costs shall not exceed 200% of the initial rate for the remainder of the life of the building. If the second floor is separately metered, these same utility rate increases and cap will remain in effect. This provision does not preclude the City from selling or transferring the City owned utilities to a third party Purchaser.

Purchaser agrees to utilize the City's utility for cable/internet service and pay the established rates.

Costs (31) Once the lease payments have been fully satisfied and ownership is ready to be conveyed by the Landlord to the Tenant, Tenant will pay all costs including filing fees and legal costs necessary to draft and file the condominium documents. The condominium documents will be subject to approval by both Parties. Tenant shall have exclusive use of 1 parking space per each residential unit plus one additional guest space for every third unit constructed and occupied not to exceed ten (10) spaces all of which will be located at the northerly end of the City's municipal parking lot located behind the building or some alternative space in the vicinity at Landlord's discretion. Landlord and Tenant will execute a license agreement with a total fee of One Hundred (\$100.00) Dollars per month for the exclusive use of the above-referenced spaces. Tenant will pay a pro-rated share for resurfacing, sealing and other maintenance not described as a part of Landlord's maintenance. Landlord's maintenance will include sweeping, salting, snow plowing and grass cutting of the parking area and sidewalks.

Right of First Refusal (32) If the City of Wyandotte/Landlord chooses to sell its portion of the building at any time in the future, the parties agree that D-M Investments, LLC/Tenant or its successor shall be given the Right of First Refusal to purchase the portion of the building retained by the City of Wyandotte/Landlord. Specifically, Tenant shall have sixty (60) days from the time it receives written notice from the Landlord to match any offer accepted by the Landlord and to close on the property.

Preservation (33) Tenant acknowledges that it is the intent of the Landlord to protect, preserve and retain the historic exterior appearance of the structure as close as possible, and to prohibit any modifications that are inconsistent and incompatible with its historic appearance.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

WITNESSED BY:

CITY OF WYANDOTTE
A Michigan Municipal corporation

By: _____
Joseph R. Peterson, Its Mayor

By: _____
William R. Griggs, Its City Clerk

D-M INVESTMENTS, L.L.C., d/b/a
D-M COMPANY

By: _____
Joseph S. Daly, Manager

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



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

December 14, 2010

JOSEPH R. PETERSON
MAYOR
RESOLUTION

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

By Councilman James R. DeSana
Supported by Councilman Lawrence S. Stec

RESOLVED by the City Council that the communication from the City Engineer, Director of Financial and Administrative Services and General Manager of Municipal Service regarding 3005 Biddle Avenue is hereby received and placed on file. AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Letter of Understanding between D-M Investments, LLC a/b/a D-M Company and the City of Wyandotte for the property known as 3003-3005 Biddle as presented to City Council on December 13, 2010. Further, it is understood that Paragraph 1.a of the Letter of Understanding states, "D-M Investment must accept this property subject to the City's lease with Lademan & Lademan Insurance Agency and Hardin Geothermal, LLC is required to be part of the subsequent Purchase Agreement.

YEAS: Councilmembers Browning DeSana Fricke Sabuda Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, Maria Johnson, Deputy City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on December 13, 2010.

Maria Johnson
Maria Johnson
Deputy City Clerk

CC: Finance, Municipal Service

LETTER OF UNDERSTANDING
BETWEEN
D-M INVESTMENTS, L.L.C.,
d/b/a D-M COMPANY
AND
CITY OF WYANDOTTE

The purpose of this Letter of Intent is to set forth certain non-binding understandings and certain binding commitments between D-M Investments, L.L.C., d/b/a D-M Company, 100 Maple Street, Wyandotte, Michigan 48192, and the City of Wyandotte, the owner of the building located at 3003-3005 Biddle Avenue, Wyandotte, with respect to a proposed transaction in which D-M Company will purchase a portion of the subject building.

The terms of the acquisition will be set forth in a purchase agreement with terms to be mutually agreed upon by the parties. This Letter outlines the proposed transaction based on each party's present understanding of the current condition of building.

1. Conditions Precedent to the Closing of Proposed Acquisition - The Purchase Agreement shall include any conditions precedent as mutually agreed by the Parties, each of which must be satisfied prior to the consummation of the transactions contemplated thereby. In general, the closing of the proposed acquisition and the obligations of each party under the Purchase Agreement will be subject to the satisfaction of the conditions precedent, which shall include but not be limited to:

(a) Satisfactory Results of Due Diligence – D-M Company will review all environmental, mechanical, structural, heating/cooling, electrical and plumbing reports or studies currently in Seller's possession pertaining to the subject property within thirty (30) days of Seller's acceptance of this Letter of Intent. If said reports/studies are acceptable to the Purchaser, the Purchaser agrees to execute a mutually agreeable Contract to Purchase within ninety (90) days of acceptance of this Letter of Intent. It is understood that D-M Company must accept this property subject to the City's lease agreement with Lademan & Lademan Insurance Agency and Hardin Geothermal, L.L.C.

(b) Absence of Material Litigation or Adverse Change - There must be no pending or threatened material claims or litigation involving the subject building.

(c) Delivery of Legal Opinions –This Letter of Intent and any subsequent Contracts to Purchase are subject to the review and acceptance of the Buyer's and Seller's attorneys and subject to approval by the City Council and Municipal Service Commission.

(d) Final Division of Building Into Multiple Condominiums. The City intends to retain a commercial condominium for use by Wyandotte's Municipal/Cable Offices. D-M Company intends to utilize the portion conveyed as a mixed use commercial/residential development. There will also be allocated common areas. A preliminary plan is attached as Exhibit I.

(e) **Purchase Price** – A purchase price of \$200,000 in the form of a Deferred Lien which will be executed and recorded against the property at Closing. Such amount will be collected upon the D-M Company's sale of any condominium unit. In the event no such sale takes place, D-M Company agrees to repay the entire Deferred Lien no later than the fifteenth anniversary of the execution of the closing date. In addition, if the City chooses to sell its portion of the building at any time in the future, the parties agree that D-M Company shall be given the Right of First Refusal to purchase the portion of the building retained by the City of Wyandotte. Specifically, D-M Company shall have 60 days from the time it receives written notice from the City to match any offer and to close on the property.

(f) Parties to agree on remodeling specifics and duties of each party including the division of utilities or in the alternative, the payment to the City of a monthly utility fee for each unit. Schedule to be determined. Parties to review the potential for geothermal. Separation or agreement on use of electric, water, gas, cable/internet access to be determined. The City of Wyandotte shall solely be responsible for maintenance of the roof and snow removal. Purchaser shall have exclusive use for residential units of one parking space per unit plus one additional guest space for every third unit constructed not to exceed ten spaces all of which will be located at the northerly end of the City's municipal parking lot located behind the building. City and D-M Company will execute a license agreement with a total fee of One Hundred (\$100.00) Dollars per month for the exclusive use of the above-referenced spaces. The City reserves the right to designate alternative parking spaces in the vicinity of the building. Purchaser will pay a prorated share for resurfacing, sealing and other maintenance not described as a part of City of

\$1,200
/ year

Wyandotte's maintenance. City of Wyandotte maintenance will include sweeping, salting and snow plowing.

(g) Purchaser understands that property taxes will be the responsibility of Purchaser after closing. City shall be responsible for supplying necessary engineering and architectural plans of existing building with actual measurements including drawings of condominium dividing lines and supply the legal description required by the County to effect the condominium division. D-M Company will pay all other costs including filing fees and legal costs necessary to draft and file the condominium documents.

(h) **Environmental** - City of Wyandotte will apply for a Phase I Environmental Assessment grant through the Downriver Area Brownfield Consortium through the Downriver Community Conference (DCC) on behalf of Purchaser. If the grant is not awarded, the Phase I Environmental Assessment will be the responsibility of Purchaser. Purchaser shall be given access to the property and documents as necessary for Purchaser and its agents to conduct the inspection and prepare the reports at the Purchaser's cost. The City of Wyandotte shall represent and warrant as a condition of closing that to the best of the knowledge of the City Engineer and Municipal Service Manager there are no material adverse environmental liabilities associated with the subject property.

In consideration of the costs to be borne by each party in pursuing the acquisition and sale contemplated by this Letter and in consideration of the mutual undertakings by the parties as to the matters described in this Letter, upon execution of counterparts of this Letter by each party,

the following paragraphs 2 through 6 will constitute legally binding and enforceable agreements of the parties regarding the procedures for the negotiation and preparation of the Definitive Agreements.

(i) **Future Sale** – Seller and Purchaser acknowledge and agree that future tax revenue from the private development and ownership of the Property is a material part of the consideration to Seller for this Agreement and the sale of said property to Purchaser. Purchaser agrees not to transfer or close on the sale of all or part of the said property to an entity that will result in the property or buildings becoming tax exempt. However, Purchaser and Seller acknowledge that Purchaser may convey the property to another entity owned by one or more of the then current shareholders of the Purchaser provided they are both taxable entities (i.e. D-M Investments, L.L.C. may convey to Daly Merritt Properties, Inc.). Purchaser agrees that the property will be placed on the tax rolls with the intent that the same remain on the tax rolls for a period of not less than twenty (20) years commencing with the date of the closing. The term “**Owner**” as used herein means any owner of the property, including Purchaser’s successors, transferees and assigns.

In the event the property is removed from the tax rolls within twenty (20) years after closing on the sale to Purchaser as a result of any action taken by Owner, including without limitation the sale, transfer or use of the property by Owner (except as hereinabove described), then Owner shall reimburse Seller for an amount equal to the taxable value of the property removed from the tax roll, including the Development (or portion thereof removed from the tax roll), in the year before it is no longer taxed (the original “**Base Value**”) times twenty (20) mills (the “**Annual Amount**”) for each year remaining up to and including twenty (20) years from the

date of closing. The amount payable to Seller will be paid in one lump sum. The lump sum payment shall be the net present value calculated by computing the taxable value times (x) 20 mills for the year the lump sum is to be paid times (x) the number of years remaining on this obligation up to 20 years. The lump sum is due and payable on or before Owner closes on the transfer or sale of the property to the person or entity that results in the property becoming tax exempt. For example, if the property is sold to a person or entity five (5) years after the date of closing, and the taxable value is \$50,000, then the lump sum will be computed as follows:

$$\$50,000 \times 0.020 \text{ mills} \times 15 \text{ years} = \$15,000$$

This obligation shall survive each Closing and remain in effect for 20 years after each Closing with respect to the property conveyed at such Closing and shall be evidenced by a written recordable document in a form satisfactory to Seller and Purchaser (the “**Tax Status Agreement**”). The exact form of the Tax Status Agreement shall be mutually agreed upon between the parties prior to each Closing.

2. Due Diligence - From the date of acceptance by the parties of the terms of this Letter, until the negotiations are terminated as provided in paragraph 4 of this Letter, Seller will give Purchaser and Purchaser’s management personnel, legal counsel, accountants, and technical and financial advisors, full access and opportunity to inspect and investigate the subject property without limitation, inspecting Seller’s property and conducting additional environmental inspections of property and reviewing financial records, contracts, operating plans, and other business records, for the purposes of evaluating issues related to the operation of the subject property. Property will be returned in its original condition if property is not purchased. Such access will not interfere with the use by Department of Municipal Services or any other Tenant of the City.

3. Disclaimer of Liabilities - No party to this Letter shall have any liability to any other party for any liabilities, losses, damages (whether special, incidental or consequential), costs, or expenses incurred by the party in the event the negotiations among the parties are terminated. Except to the extent otherwise provided in any Agreement entered into by the parties, each party shall be solely responsible for its own expenses, legal fees and consulting fees related to the negotiations described in this Letter, whether or not any of the transactions contemplated in this Letter are consummated.

4. Termination - Each party hereby reaffirms its intention that this Letter is not intended to constitute, and shall not constitute a legal and binding obligation, contract or agreement between any of the parties, and are not intended to be relied upon by any party as constituting such. Accordingly, the parties agree that any party to this Letter may unilaterally withdraw from negotiation or dealing at any time for any or no reason at the withdrawing party's sole discretion by notifying the other party of the withdrawal in writing.

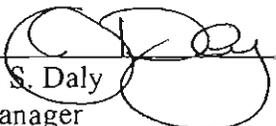
5. Acquirer Exclusive Opportunity - The City of Wyandotte and Purchaser agree that neither of them nor any of their affiliates will pursue, solicit or discuss any opportunities for any party other than D-M Company to acquire or otherwise control the subject property for a period of four (4) months from the date of final execution of this Letter of Understanding.

6. **Obsolete Property Rehabilitation Abatement (OPRA)** - The City of Wyandotte has established an OPRA. Both Parties understand that the State of Michigan is the approving authority for the OPRA.

7. If the terms of this Letter are agreeable to the City Council and Municipal Services Commission, each body will authorize the execution of this agreement. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which taken together shall constitute one and the same document. Upon acceptance of the binding provisions of this Letter by each party, the parties will negotiate in good faith to prepare and enter into Definitive Agreements to govern the proposed acquisition and sale, subject to the termination provisions set forth in paragraph 4.

DATED: 12/9/10

BY: D-M INVESTMENTS, L.L.C.
d/b/a D-M Company

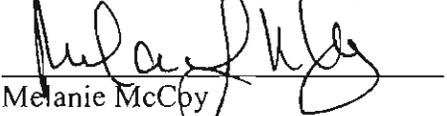
By: 
Joseph S. Daly
Its: Manager

BY: CITY OF WYANDOTTE

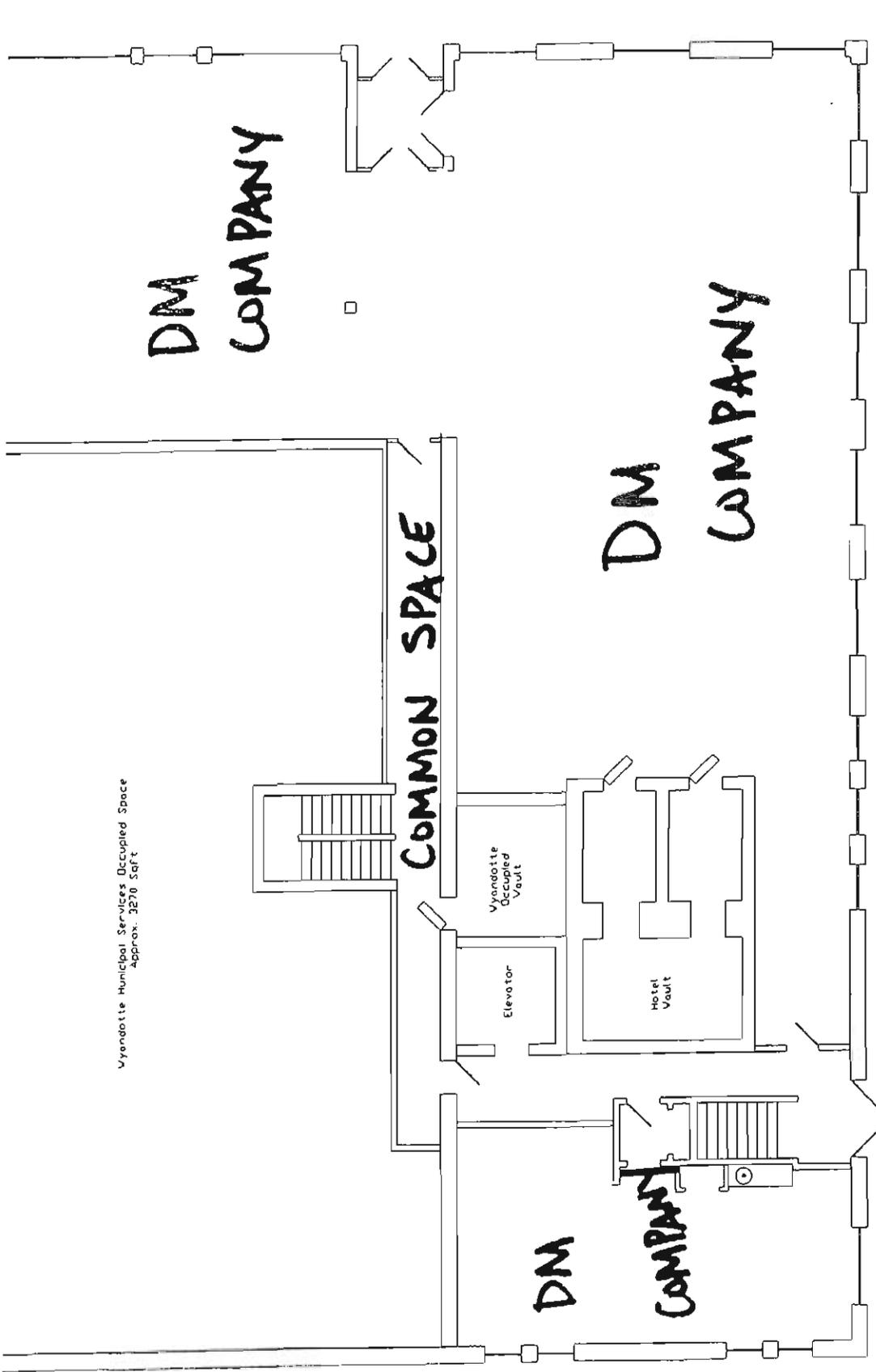

Joseph R. Peterson
Its: Mayor


William R. Griggs
Its: City Clerk

BY: MUNICIPAL SERVICE


Melanie McCoy
Its: Municipal Service Manager

Vyandotte Municipal Services Occupied Space
Approx. 3270 Sqft



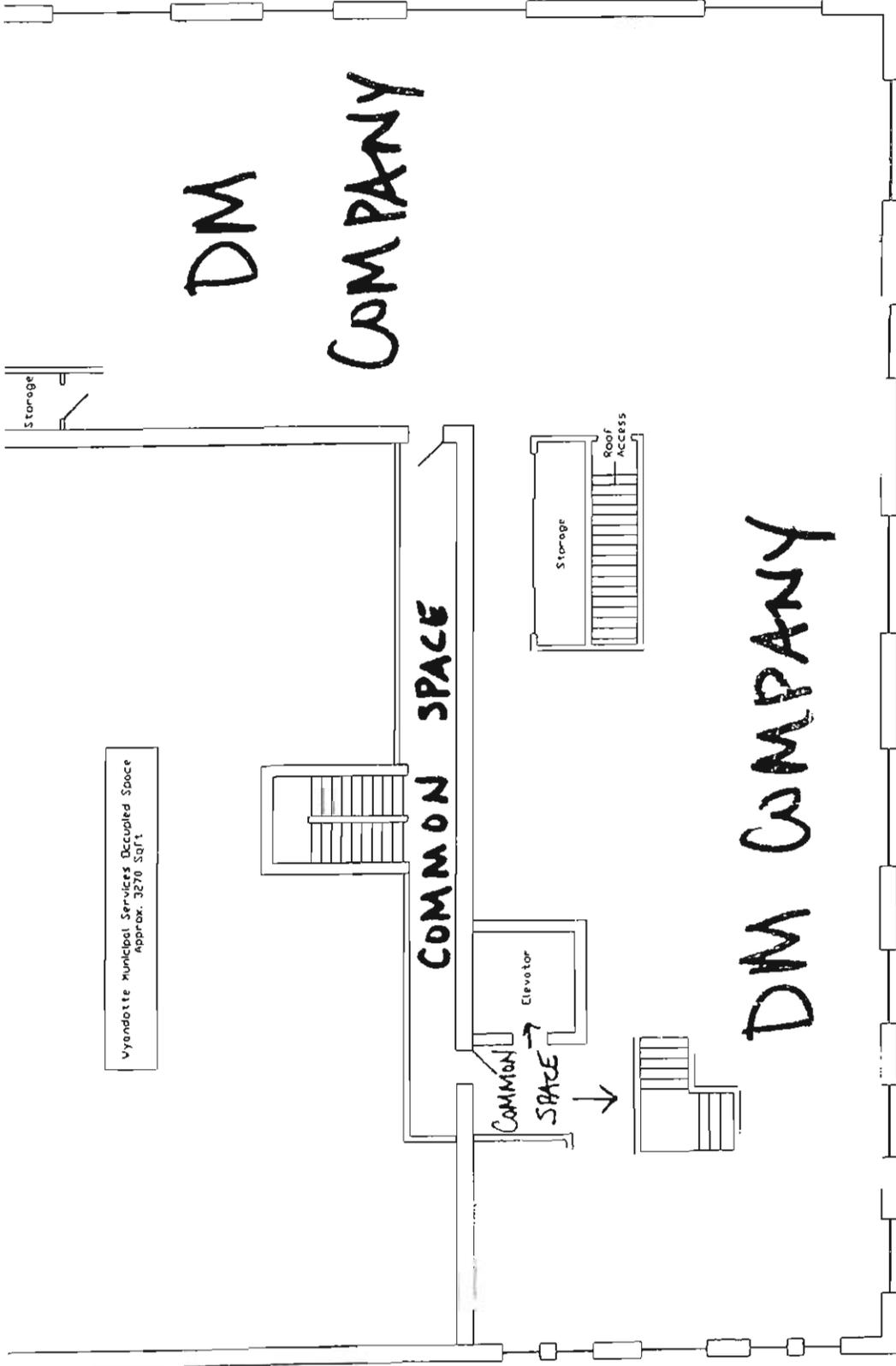
Approx 900 Sqft Common Space
Approx 4860 Sqft Hotel Occupied Space

Exhibit 1 (1st Floor)
page 1 of 2

DM
COMPANY

COMMON SPACE

DM COMPANY



Vyandotte Municipal Services Occupied Space
Approx. 3270 Sqft

Approx. 990 Sqft Common/Shared Space
Approx. 1770 Sqft Hotel Occupied Space

Exhibit 1 (2ND Floor)
page 2 of 2

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL

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

JOSEPH R. PETERSON
MAYOR

April 12, 2011

RESOLUTION

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

By Councilwoman Sheri M. Fricke
Supported by Councilman Lawrence S. Stec

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer and General Manager of Municipal Service dated April 5, 2011 regarding the sale of the City-owned building at 3003-3005 Biddle Avenue; AND BE IT FURTHER RESOLVED that Council accepts the Purchase Agreement for Real Estate for a portion of the property at 3003-3005 Biddle Avenue to D-M Investments, LLC d/b/a D-M Company in the amount of \$200,000.00; AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the necessary documents subject to the approval of the Department of Legal Affairs.

YEAS: Councilmembers Browning Fricke Galeski Sabuda Stec
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on April 11, 2011.

William R. Griggs
William R. Griggs
City Clerk

CC: Municipal Service, Treasurer, Assessor, Finance

#114
12-19-11

PURCHASE AGREEMENT FOR REAL ESTATE

1. Property Description: The undersigned hereby offer and agree to purchase a portion of the following land commonly known as 3003 - 3005 Biddle, located in the City of Wyandotte, Wayne County, Michigan. Said property is more specifically described as follows:

(See Appendix A for drawing of defined areas. Legal description to be agreed upon in future).

Seller intends to retain a commercial condominium for use by Wyandotte's Municipal/Cable offices of the portion of property not being sold. Purchaser intends to utilize its portion as a mixed use commercial/residential development with common areas allocated as shown on the preliminary plan attached as Appendix A. Seller to retain access rights to stairway leading to roof.

If second floor development into residential units has not been substantially completed within eighteen (18) months of closing, then building shall be deeded back to the City of Wyandotte (with no encumbrances) and all collected rent from leases shall be paid to the City of Wyandotte. Substantially completed will mean 80% completed.

2. Purchase Price: The purchase price for the purchase of the above-described real property is the sum of Two Hundred Thousand (\$200,000.00) Dollars. Purchaser shall pay the sum of Two Thousand (\$2,000.00) Dollars as an earnest money deposit upon acceptance.

3. Financing: The purchase price shall be in the form of a Deferred Lien and Promissory Note in the amount of One Hundred Ninety-Eight Thousand (\$198,000.00) Dollars. This promissory note will not accrue interest and will be secured by a written agreement which will be executed and recorded against the property at Closing. Such amount will be paid in full upon the D-M Company's sale of any condominium unit. In the event no such sale takes place, D-M Company agrees to repay the entire Promissory Note no later than the fifteenth anniversary of the execution of the closing date.

4. Title Insurance: At closing, Seller agrees to furnish Purchaser, as soon as possible, a commitment for a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this offer and tax history certified to a date later than the acceptance thereof.

5. Time for Closing: The closing shall occur within thirty (30) days after the Purchaser removes its contingencies and a separation of utilities is determined by the Parties, but in no event later than December 31, 2011.

6. Default: In the event of default by the Purchasers, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the \$2,000.00 earnest money deposit. In the event of default by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof or declare a forfeiture hereunder in full termination of this agreement and receive a full refund of the \$2,000.00 earnest money deposit.

7. Objections to Title: If objection to the title is made based upon a written opinion of Purchasers' attorney that the title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date he is notified in writing of the particular defects claimed either (1) to remedy the title; or (2) to obtain title insurance as required above; or (3) to refund deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchasers agree to complete the sale within ten (10) days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.

8. Occupancy of Property: Sellers shall deliver occupancy of the property to the Purchaser at closing. Purchaser accepts this property subject to the City of Wyandotte's lease agreement with Lademan & Lademan Insurance Agency and Hardin Geothermal, L.L.C., Appendix B and Appendix C, respectfully. Purchaser accepts the lease agreements as they currently exist for the term stated in said agreements.

9. Proration of Taxes: There will be no tax proration at closing. Purchaser understands that property taxes on its portion of the building will be the responsibility of the Purchaser after closing.

10. Deposit: Purchaser shall pay an earnest money deposit of Two Thousand (\$2,000.00) Dollars.

11. Personal Property Included in Sale: That included in the sale of the subject property, the parties intend to include all improvements and appurtenances, including all lighting fixtures, window treatments, defined as shades, blinds, rods, storm windows, doors and screens, awnings, and any and all other like kind fixtures. Further, all items of personal property that are being transferred pursuant to the terms of the sale are being transferred in their current "AS IS" condition.

12. Utilities: Purchaser and Seller must agree on remodeling specifics and duties of each party including the division of utilities, or in the alternative, the payment to the City of Wyandotte of a monthly utility fee for each unit. Schedule to be determined. Purchaser and Seller agree to review the potential for geothermal. Separation or agreement on use of electric, water, gas, cable/internet access to be determined. Closing shall not take place until all items referred to in this Paragraph are completed and an Agreement on separation of utilities is agreed to by the Parties.

13. Location of Closing: The closing of this shall take place at the offices of the Seller located at 3131 Biddle Avenue, Wyandotte, Michigan 48192.

14. Purchasing Used Structure: Purchaser understands that Purchaser is acquiring a used structure in an "AS-IS" , "WHERE-IS" condition. Further, Purchaser acknowledges that neither Sellers, nor Sellers' agents, attorney and/or assigns have made any expressed or implied representations or warranties regarding the habitability or workmanlike construction of the property. This agreement supersedes any and all other understandings and agreements and it constitutes the entire agreement between the parties hereto. No oral representations of any person shall be considered a part hereof.

15. Condominium Division/Use: Prior to closing, Seller shall be responsible for supplying necessary engineering and architectural plans of the existing building with actual measurements including drawings of condominium dividing lines and supply the legal description required by the County to effect a condominium division. Purchaser will pay all costs including filing fees and legal costs necessary to draft and file the condominium documents. The condominium documents will be subject to approval by both Parties. Purchaser shall have exclusive use of 1 parking space per each residential unit plus one additional guest space for every third unit constructed and occupied not to exceed eight (8) spaces all of which will be located at the northerly end of the City's municipal parking lot located behind the building or some alternative space in the vicinity at Sellers discretion. Purchaser and Seller will execute a license agreement with a total fee of One Hundred (\$100.00) Dollars per month for the exclusive use of the above-referenced spaces. Purchaser will pay a pro-rated share for resurfacing, sealing and other maintenance not described as a part of Seller's maintenance. Seller's maintenance will include sweeping, salting, snow plowing and grass cutting of the parking area and sidewalks

16. Future Sale: Seller and Purchaser acknowledge and agree that future tax revenue from the private development and ownership of the Property is a material part of the consideration to Seller for this Agreement and the sale of said property to Purchaser. Purchaser agrees not to transfer or close on the sale of all or part of the said property to an entity that will result in the property or buildings becoming tax exempt. However, Purchaser and Seller acknowledge that Purchaser may convey the property to another entity owned by one or more of the then current shareholders of the Purchaser provided they are both taxable entities (i.e. D-M Investments, L.L.C. may convey to Daly Merritt Properties, Inc.). Purchaser agrees that the property will be placed on the tax rolls with the intent that the same remain on the tax rolls for a period of not less than twenty (20) years commencing with the date of the closing. The term "Owner" as used herein means any owner of the property, including Purchaser's successors, transferees and assigns.

In the event the property is removed from the tax rolls within twenty (20) years after closing on the sale to Purchaser as a result of any action taken by Owner, including without limitation the sale, transfer or use of the property by Owner (except as hereinabove described), then Owner shall reimburse Seller for an amount equal to the taxable value of the property removed from the tax roll, including the Development (or portion thereof removed from the tax roll), in the year before it is no longer taxed (the original "Base Value") times twenty (20) mills (the "Annual Amount") for each year remaining up to and including twenty (20) years from the date of closing. The amount payable to Seller will be paid in one lump sum. The lump sum payment shall be the net present value calculated by computing the taxable value times (x) 20 mills for the year the lump sum is to be paid times (x) the number of years remaining on this obligation up to 20 years. The lump sum is due and payable on or before Owner closes on the transfer or sale of the property to the person or entity that results in the property becoming tax exempt. For example, if the property is sold to a non-taxable person or entity five (5) years after the date of closing, and the taxable value is \$50,000, then the lump sum will be computed as follows:

$$\$50,000 \times 0.020 \text{ mills} \times 15 \text{ years} = \$15,000$$

This obligation shall survive each Closing and remain in effect for 20 years after each Closing with respect to the property conveyed at such Closing and shall be evidenced by a written recordable document in a form satisfactory to Seller and Purchaser (the "Tax Status Agreement"). The exact form of the Tax Status Agreement shall be mutually agreed upon between the parties prior to each Closing.

17. Maintenance of Property: Sellers agree to maintain premises in the same condition as existing as of the date of acceptance of the Contract to Purchase until possession is delivered to the Purchaser. Seller will remain solely responsible for maintenance, repair and/or replacement to the roof, East and South walls, windows, doors and fixtures of the premises throughout the period it retains the commercial condominium. Purchaser will remain solely responsible for maintenance, repair and/or replacement to the West and North walls, windows, doors and fixtures of the premises throughout the period it retains the commercial condominium.

18. Binding on Heirs: The covenants and agreements as herein stated shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

19. Entire Agreement: The parties agree that this Purchase Agreement contains the entire agreement between Seller and Purchaser and that there are no agreements, representations, statements or understandings which have been relied upon by the parties to this Purchase Agreement which are not stated in this Purchase Agreement.

20. Right of First Refusal: If the City chooses to sell its portion of the building at any time in the future, the parties agree that D-M Company or its successor shall be given the Right of First Refusal to purchase the portion of the building retained by the City of Wyandotte. Specifically, D-M Company shall have 60 days from the time it receives written notice from the City to match any offer accepted by the City of Wyandotte and to close on the property.

21. This Offer is subject to approval by the Wyandotte City Council and Municipal Service Commission. Purchaser and Seller agree to execute this offer within ten (10) days of said approval.

22. The Purchaser acknowledges that it is the intent of the City to protect, preserve and retain the historic exterior appearance of the structure as close as possible, and to prohibit any modifications that are inconsistent and incompatible with its historic appearance.

23. Purchaser(s) acknowledge that the exterior repairs plans will need to be approved by the Design Review Committee and the Planning and Rehabilitation Commission.

Execution by Purchasers

The purchasers have reviewed the terms of the Offer to Purchase Real Estate this 6 day of April, 2011, and have executed it this date.

In Witness Whereof:

Koog Kehit

D-M Investments, L.L.C., d/b/a D-M Company

By: [Signature]
Joseph S. Dale, Manager/Member

Acceptance of Purchase Agreement By Seller

The Seller does herein acknowledge receipt of the Offer to Purchase Real Estate and does herein accept the terms of said agreement this 1st day of April, 2011.

In Witness Whereof:

Koog Kehit

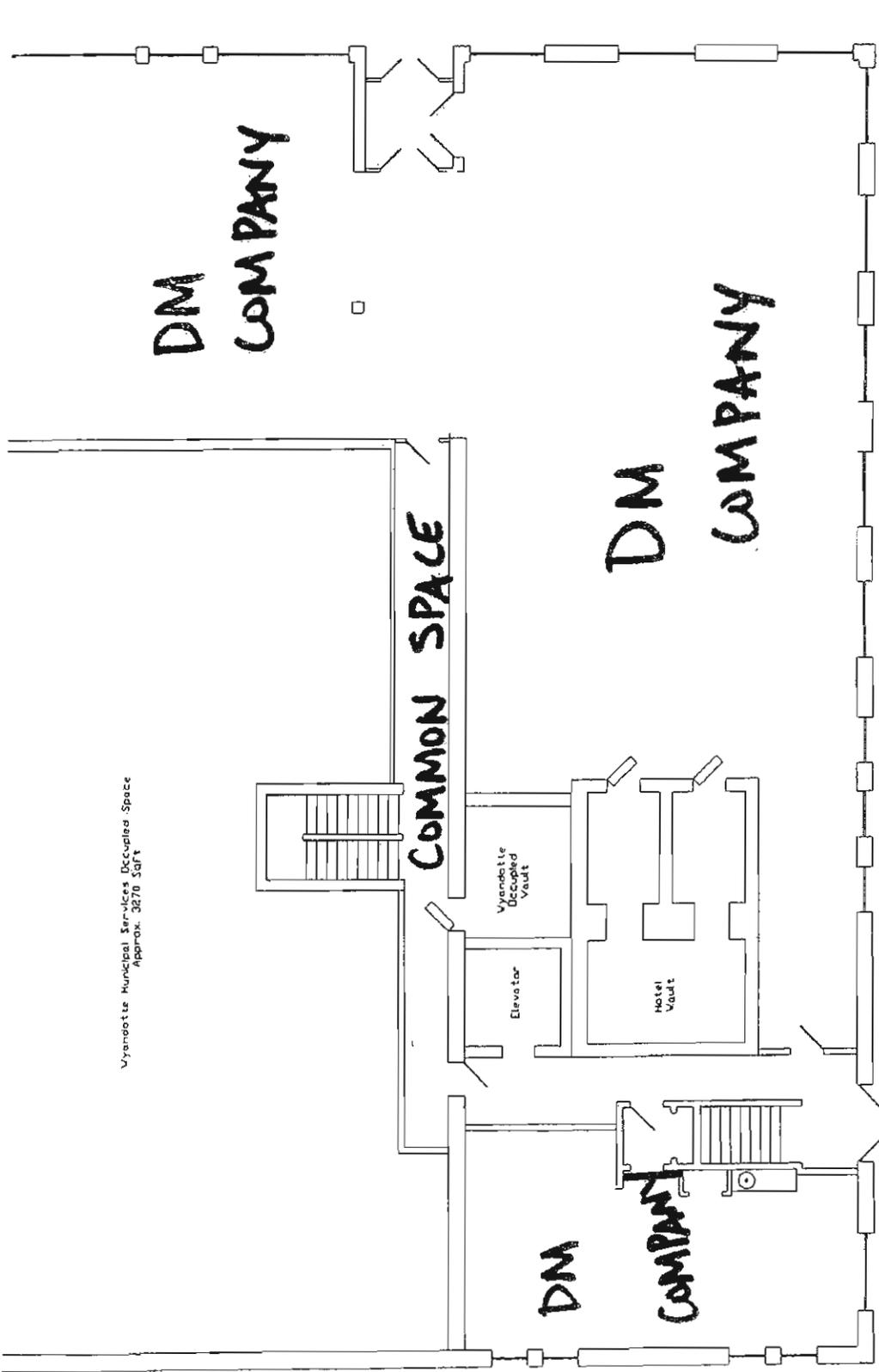
City of Wyandotte

By: [Signature]
Joseph R. Peterson, Its Mayor

By: [Signature]
William R. Griggs, Its City Clerk

Wyandotte Municipal Service

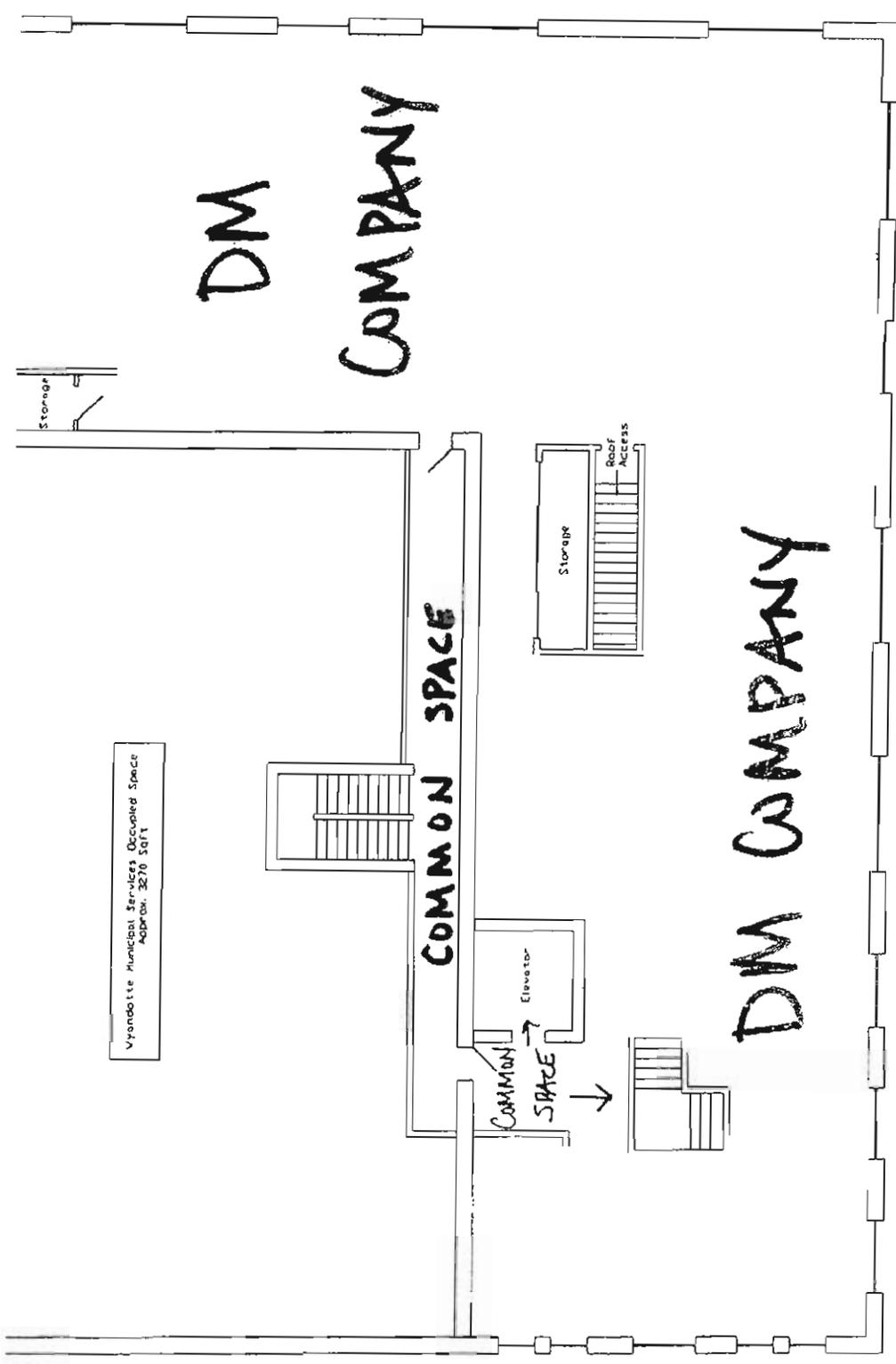
By: [Signature]
Melanie McCoy, Its Manager



Vyandotte Municipal Services Occupied Space
Approx. 3270 Sqft

Approx 900 Sqft Common Space
Approx 4860 Sqft Hotel Occupied Space

Exhibit 1 (1st Floor)
page 1 of 2



Vyondotte Municipal Services Occupied Space
Approx. 3270 Sqft

Approx. 950 Sqft Common/Shared Space
Approx. 4770 Sqft Hotel Occupied Space

Exhibit 1 (2ND Floor)
page 2 of 2

DETROIT REAL ESTATE BOARD FORM-BUSINESS PROPERTY LEASE

(1) This Lease Made this 8th day of December, 2010 by and between City of Wyandotte
3131 Biddle Avenue, Wyandotte, Michigan

The Lessor, hereinafter designated as the Landlord, and Hardin Geothermal LLC, 8730 Commerce Park Place, Suite C,
Indianapolis, IN 46268

The Lessee, hereinafter designated as the Tenant

Description

(2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease the Tenant the following described premises situated in the City of Wyandotte, County of Wayne, State of Michigan, to wit: a portion of 3003-3005 Biddle Avenue located at Southwest corner of building per Exhibit L consisting of approximately 252 square feet.

Terms:

(3) For the term of three (3) years (subject to the Right of Termination) from and after the 15th day of October, 2010,

Rent

fully to be completed and ended, the Tenant yielding and paying during the continuance of this lease unto the Landlord for rent of said premises for said term, the sum of Nine Thousand Seventy Two and no/100 (\$9,072.00)

in lawful money of the United States payable in monthly installments in advance, upon the 1st day of each and every month as follows: \$252.00/month, Tenant to pay first (\$252.00) month and security deposit of \$252.00 upon signing this Lease Agreement.

Rent

(4) The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times above mentioned, the rent above reserved. Any payment received five days after the due date will incur a late fee of \$10.00.

Insurance

(5) "Intentionally Left Blank, See Paragraph 14"

(6) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at 7% per annum from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

(7) All payments of rent or other sums to be made to the Landlord shall be made at such place as the Landlord shall designate in writing from time to time.

Assignment

(8) the Tenant covenants not to assign or transfer this lease of hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate this lease and to re-enter and repossess the leased premises.

Bankruptcy and Insolvency

(9) The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be cancelled at the option of the Landlord, upon first giving 90 days written notice.

Right to Mortgage

(10) The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgages or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

Use and Occupancy

(11) It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for Geothermal Sales Office

And for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of the agreement the Landlord may at his option terminate this lease forthwith and re-enter and repossess the leased premises.

- Fire (12) It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition, provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees and provided further that if the Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefore against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may at his option terminate this lease forthwith by a written notice to the Tenant.
- Repairs (13) The Landlord after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workman therefor agrees to keep premises in good order and will make any improvements needed to common bathroom area and hallway to bathroom area.
- Insurance (14) The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause whatsoever, and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of _____
One Million (\$1,000,000.00) Dollars _____ for damages resulting to one person and
One Million (\$1,000,000.00) Dollars _____ for damages resulting from one casualty, and
One Million (\$1,000,000.00) Dollars _____ property damage insurance resulting from any one occurrence, Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day. Landlord shall be named as an additional insured party.
- Repairs and Alterations (15) Except as provided in Paragraph 13 hereof, the Tenant further covenants and agrees that he will at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements of said premises without the Landlord's written consent and Tenant must submit plans for all improvements to the Engineering and Building Department for approval. All alterations, additions or improvements made by either of the parties hereto upon the premises, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.
- The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.
- Landlord understands that tenant has special knowledge and skills to provide energy savings throughout the building by providing specific renovations such as energy efficient lighting. Tenant upon approval of the City Engineer and General Manager, Municipal Services, may provide energy efficient renovations to the building. The materials and labor cost of said renovations will be paid by Tenant and Tenant will receive a credit towards any rent due Landlord. In no instance shall the credits exceed the value of rent due. Tenant shall submit a monthly report detailing any rent credits. The front door access may be utilized by other tenants. TENANT SHALL PAY FOR AND COMPLETE ALL REQUIREMENTS OF THE CITY ORDINANCE FOR COMMERCIAL PROPERTIES AND IS RESPONSIBLE TO OBTAIN THE REQUIRED CERTIFICATES IN THE TIME REQUIRED BY THE ORDINANCE.
- Eminent Domain (16) If the whole or any part of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease on the part so taken, from the day the possession of that part shall be required for any public purpose and the rent shall be paid up to that day and from that day the Tenant shall have the right either to cancel this lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or the fee of the premises herein leased; provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for loss of business.
- Reservation (17) The Landlord reserves the right of free access at all times to the roof and said leased premises and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial or use the roof for any purpose without the consent in writing of the Landlord.
- Care of Premises (18) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under his control in good order. Tenant agrees to pay all charges that the Landlord shall pay for hauling rubbish, ashes and dirt, or for cleaning. Said charges shall be paid to the Landlord by the Tenant as soon as bill is presented to him and the Landlord shall have the same remedy as is provided in Paragraph 6 of this lease in the event of Tenant's failure to pay.
- (19) The Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.
- Condition Of Premises At Time of Lease (20) The Tenant further acknowledges that he has examined the said leased premises prior to the making of the lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.
- (21) The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.
- Re-Renting (22) The Tenant hereby agrees that for a period commencing 90 days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants, and 60 days prior to the termination of this lease, may display in and about said premises and in the windows thereof, the usual and ordinary "TO RENT" signs.

Holding Over (23) It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

Gas, Water, (24) The Tenant acknowledges it is renting approximately 252 square feet. The Tenant shall be responsible to pay within fifteen (15) days of submission by the Landlord its proportionate share of all utilities for the premises. Tenant's proportionate share shall be 1.5% percent of the entire utility charges for the entire building at 3003-3005 Biddle.

Advertising Display (25) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no zoning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.

Access to Premises (26) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof. Landlord shall make reasonable efforts to schedule and conduct repairs at times that minimize Tenants business disruption.

Re-Entry (27) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted, or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said premise and the Tenant and each and every occupant to remove and put out.

Quiet Enjoyment (28) The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

Expenses- Damages Re-Entry (29) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

Remedies not Exclusive (30) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

Waiver (31) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

Delay of Possession (32) It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, be reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefor, but during the period the tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefore shall be abated and the Landlord is to be the sole judge as to when the premises are ready for occupancy.

Notices (33) Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known Post Office Address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

(34) It is agreed that in this lease the word "he" shall be used as synonymous with the word: she, "it" and "they," and the word "his" synonymous with the words "her," "his" and "their."

(35) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

(36) In the event security is given, Paragraph 40 on the last page shall be deemed a part of this lease.

(37) This is a Triple Net Lease. Tenant is responsible for all costs and obligations for insurance, taxes and maintenance (except for Landlord's responsibilities defined in paragraph 13 of this Lease) which must be paid within 15 days of the date that said obligation is submitted to Tenant. Tenant is aware of the provisions of MCL 211.81 which makes the tenant subject to real property taxes in the same amount and to the same extent if Tenant owned the lease premises.

Right of Termination (38) A) The Landlord may terminate this Lease at any time by providing Tenant with ninety (90) days notice if Landlord enters into a purchase agreement to sell the portion of the building at 3003-3005 Biddle occupied by tenant.

B) In the event Tenant has not complied with any of the terms of this lease, Landlord may terminate this lease by providing Tenant with a ninety (90) day written notice.

(39) Tenant acknowledges Landlord reserves the right to use or lease the remaining space at 3003-3005 Biddle. Tenant has the option during the term of this Lease to lease any additional space that Landlord in its sole discretion decides to make available for lease at the rate of \$12.00/square feet for the remaining term of this Lease. Tenant must exercise said option by submitting written notice sent by certified mail to the attention of the City Engineer at 3131 Biddle, Wyandotte, Michigan, prior to the time that the Landlord enters into a written lease with any other Tenant for the remaining space at 3003-3005 Biddle.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

WITNESSED BY:

 Danna Ray

Joseph M. [Signature] (L. S.)
William R. Driggs (L. S.)
Daniel J. Skiba (L. S.)
 Daniel J. Skiba, President (L. S.)

IN CONSIDERATION of the letting of the premises in the foregoing instrument described, and for the sum of one dollar, to _____ paid _____ do hereby become surety for the punctual payment of the rent and performance of the covenants in said instrument mentioned, to be paid and performed by the second part therein named; and if any default shall at any time be made therein _____ do hereby promise and agree to pay unto the part _____ of the first part named in said instrument, the said rent and arrears thereof that may be due, and fully satisfy the condition of said instrument, and all damages that may occur by reason of the non-fulfillment thereof, without requiring notice or proof of the demand being made. The Landlord shall not be held to strict construction adopted in cases of principal and surety. The surety shall not have the right to claim discharge or plead by way of defense any extension of time given by the Landlord, failure of the Landlord to give notice of default, receipt by the Landlord of securities from the Tenant, failure of the Landlord to pursue the Tenant and his property with due diligence or to apply other remedies and other securities which may possibly be available to the Landlord and any direct release, unless it be in writing duly authorized and executed.

WITNESS hand and seal this day of 20__
 _____ (L. S.)

STATE OF MICHIGAN)
) ss.
 COUNTY OF _____)

On this day of _____, in the year of our Lord Two Thousand and _____ before me, a
 in and for said County, appeared _____ to me personally known, who, being by me sworn, did
 (1) _____ say that (2) _____ the _____ of
 the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal
 of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of
 Directors; and said _____ acknowledges said instrument to be the free act and deed of
 said corporation.

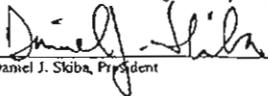
 Notary Public
 County, Michigan
 My Commission Expires:
 Acting in _____ County

NOTE: If more than one officer acknowledges insert in (1) "each for himself," and (2) "they are respectively."

SECURITY PROVISION
 Paragraph 40 (Refer to Paragraph 36 of Lease)

The Landlord herewith acknowledges the receipt of Two Hundred Fifty-Two Dollars (\$252.00), which he is to retain as security for the faithful performance of all of the covenants, conditions, and agreements of this lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the Tenants' failure to perform the said covenants, conditions, and agreements; the Landlord may so apply the security at his option; and the Landlord's right to the possession of the premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions, and agreement of this lease is to be returned until the Tenant has vacated the premises and delivered possession to the Landlord.

In the event that the Landlord repossesses himself of the said premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the said security as a separate fund, but may mix the said security with his own funds.

 (L. S.)
 Daniel J. Skiba, President

DETROIT REAL ESTATE BOARD FORM-BUSINESS PROPERTY LEASE

(1) ~~This Lease~~ Made this _____ day of _____ 2010 by and between City of Wyandotte
3131 Biddle Avenue, Wyandotte, Michigan

The Lessor, hereinafter designated as the Landlord, and Lademan and Lademan of Michigan (assumed name of Lademan Insurance Agency, Inc.)

The Lessee, hereinafter designated as the Tenant.

Description (2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease the Tenant the following described premises situated in the City of Wyandotte, County of Wayne, State of Michigan, to wit: a portion of 3001-3005 Biddle Avenue located at Northwest corner of building per Exhibit I consisting of approximately 1220 square feet.

Terms: (3) For the term of Two years (subject to the Right of Termination)
 from and after the 15th day of October, 2010,
 fully to be completed and ended, the Tenant yielding and paying during the continuance of this lease unto the Landlord
 Rent for rent of said premises for said term, the sum of Twenty-Nine Thousand Two Hundred Eighty and no/1.00
(\$29280.00) Dollars
 in lawful money of the United States payable in monthly installments in advance, upon the 1st day
 of each and every month as follows: \$1,220.00/monthly, Tenant to pay first (\$1,220.00) month and security
deposit (\$1,220.00) upon signing this lease agreement

Rent (4) The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times above mentioned, the rent above reserved. Any payment received five days after the due date will incur a late fee of \$100.00.

Insurance (5) In addition to the rentals hereinbefore specified, the Tenant agrees to pay as additional rental any increase on premiums for insurance against loss by fire that may be charged during the term of this lease on the amount of insurance now carried by the Landlord on the premises and on the improvements situated on said premises, resulting from the business carried on in the leased premises by the Tenant or the character of its occupancy, whether or not the Landlord has consented to the same.

(6) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at 7% per annum from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

(7) All payments of rent or other sums to be made to the Landlord shall be made at such place as the Landlord shall designate in writing from time to time.

Assignment (8) The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate this lease and to re-enter and repossess the leased premises.

Bankruptcy and Insolvency (9) The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be cancelled at the option of the Landlord.

Right to Mortgage (10) The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgages or proposed mortgages and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

Use and Occupancy (11) It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for Real Estate Sales Office

And for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of the agreement the Landlord may at his option terminate this lease forthwith and re-enter and repossess the leased premises.

- Fire (12) It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition, provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees and provided further that if the Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefore against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may at his option terminate this lease forthwith by a written notice to the Tenant.
- Repairs (13) The Landlord after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workman therefore agrees to keep in good order and repair the roof and the four outer walls of the premises but not the doors, door frames, the window glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or window casings, window frames and windows, or any attachment thereto or attachments to said building or premises used in connection therewith. Landlord will make any improvements needed to common bathroom area and hallway to bathroom area. Once completed, all future repairs are the sole responsibility of Tenant.
- Insurance (14) The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause whatsoever, and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of _____
One Million (\$1,000,000.00) Dollars _____ for damages resulting to one person and
One Million (\$1,000,000.00) Dollars _____ for damages resulting from one casualty, and
One Million (\$1,000,000.00) Dollars _____ property damage insurance resulting from any one occurrence.
Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day. Landlord shall be named as an additional insured party.
- Repairs and Alterations (15) Except as provided in Paragraph 13 hereof, the Tenant further covenants and agrees that he will at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements of said premises without the Landlord's written consent and Tenant must submit plans for all improvements to the Engineering and Building Department for approval. All alterations, additions or improvements made by either of the parties hereto upon the premises, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.
- The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.
- Tenant is required to install at its cost a new wall with a handicapped accessible doorway in the eastern part of the lease space and the doorway. The front door access may be utilized by other tenants. TENANT SHALL PAY FOR AND COMPLETE ALL REQUIREMENTS OF THE CITY ORDINANCE FOR COMMERCIAL PROPERTIES AND IS RESPONSIBLE TO OBTAIN THE REQUIRED CERTIFICATES IN THE TIME REQUIRED BY THE ORDINANCE.
- Eminent Domain (16) If the whole or any part of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease on the part so taken, from the day the possession of that part shall be required for any public purpose and the rent shall be paid up to that day and from that day the Tenant shall have the right either to cancel this lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or the fee of the premises herein leased, provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for loss of business.
- Reservation (17) The Landlord reserves the right of free access at all times to the roof and said leased premises and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial or use the roof for any purpose without the consent in writing of the Landlord.
- Care of Premises (18) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under his control (including adjoining drives, streets, alleys or yards clean and free from rubbish, dirt, snow and ice at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the side walks cleaned, in which event the Tenant agrees to pay all charges that the Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said charges shall be paid to the Landlord by the Tenant as soon as bill is presented to him and the Landlord shall have the same remedy as is provided in Paragraph 6 of this lease in the event of Tenant's failure to pay.
- (19) The Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.
- Condition Of Premises At Time of Lease (20) The Tenant further acknowledges that he has examined the said leased premises prior to the making of the lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.
- (21) The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.
- Re-Renting (22) The Tenant hereby agrees that for a period commencing 90 days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants, and 60 days prior to the termination of this lease, may display in and about said premises and in the windows thereof, the usual and ordinary "TO RENT" signs.

Holding Over (23) It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

Gas, Water, (24) The Tenant acknowledges it is renting approximately 1220 square feet. The Tenant shall be responsible to pay within fifteen (15) days of submission by the Landlord its proportionate share of all utilities for the premises. Tenant's proportionate share shall be seven (7%) percent of the entire utility charges for the entire building at 3003-3005 Biddle.

Advertising Display (25) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.

Access to Premises (26) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs to Tenant agrees that he will forthwith on demand pay the Landlord the cost hereof with interest at 7% per annum, and if he shall make default in such payment the Landlord shall have the remedies provided in Paragraph 6 hereof.

Re-Entry (27) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted, or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said premise and the Tenant and each and every occupant to remove and put out.

Quiet Enjoyment (28) The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

Expenses- Damages Re-Entry (29) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

Remedies not Exclusive (30) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

Waiver (31) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

Delay of Possession (32) It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, be reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefore, but during the period the tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefore shall be abated and the Landlord is to be the sole judge as to when the premises are ready for occupancy.

Notices (33) Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known Post Office Address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

(34) It is agreed that in this lease the word "he" shall be used as synonymous with the words, "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their."

(35) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

(36) In the event security is given, Paragraph 40 on the last page shall be deemed a part of this lease.

(37) This is a Triple Net Lease. Tenant is responsible for all costs and obligations for insurance, taxes and maintenance (except for Landlord's responsibilities defined in paragraph 13 of this Lease) which must be paid within 15 days of the date that said obligation is submitted to Tenant. Tenant is aware of the provisions of MCL 211.81 which makes the tenant subject to real property taxes in the same amount and to the same extent if Tenant owned the lease premises.

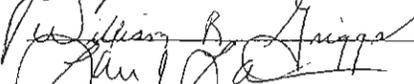
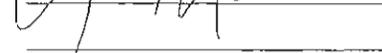
Right of Termination (38) A) The Landlord may terminate this Lease at any time by providing Tenant with ninety (90) days notice if Landlord enters into a purchase agreement to sell the portion of the building at 3003-3005 Biddle occupied by tenant.

B) In the event Tenant has not complied with any of the terms of this lease, Landlord may terminate this lease by providing Tenant with a ten (10) day written notice.

(39) Tenant acknowledges Landlord reserves the right to use or lease the remaining space at 3003-3005 Biddle. Tenant has the option during the term of this Lease to lease any additional space that Landlord in its sole discretion decides to make available for lease at the rate of \$12.00/square feet for the remaining term of this Lease. Tenant must exercise said option by submitting written notice sent by certified mail to the attention of the City Engineer at 3131 Biddle, Wyandotte, Michigan, prior to the time that the Landlord enters into a written lease with any other Tenant for the remaining space at 3003-3005 Biddle.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

WITNESSED BY:

 (L. S.)
 (L. S.)
 (L. S.)
 _____ (L. S.)

IN CONSIDERATION of the letting of the premises in the foregoing instrument described, and for the sum of _____ dollar,
to _____ paid _____ do hereby become surety for the punctual
payment of the rent and performance of the covenants in said instrument mentioned, to be paid and performed by the second part
_____ therein named; and if any default shall at any time be made therein _____

do hereby promise and agree to pay unto the part _____ of the first part named in said instrument, the said rent and arrears
thereof that may be due, and fully satisfy the condition of said instrument, and all damages that may occur by reason of the non-
fulfillment thereof, without requiring notice or proof of the demand being made. The Landlord shall not be held to strict
construction adopted in cases of principal and surety. The surety shall not have the right to claim discharge or plead by way of
defense any extension of time given by the Landlord, failure of the Landlord to give notice of default, receipt by the Landlord of
securities from the Tenant, failure of the Landlord to pursue the Tenant and his property with due diligence or to apply other
remedies and other securities which may possibly be available to the Landlord and any direct release, unless it be in writing duly
authorized and executed.

WITNESS hand and seal this day of 20_____

(L. S.)

STATE OF MICHIGAN)
ss.
COUNTY OF _____)

On this day of _____, in the year of our Lord Two Thousand and _____ before me, a
in and for said County, appeared _____ to me personally known, who, being by me sworn, did
(1) _____ say that (2) _____ the _____ of
the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal
of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of
Directors; and said _____ acknowledges said instrument to be the free act and deed of
said corporation.

Notary Public
County, Michigan
My Commission Expires:
Acting in _____ County

NOTE: If more than one officer acknowledges instrument (1) "each for himself" and (2) "they are respectively."

SECURITY PROVISION
Paragraph 40 (Refer to Paragraph 36 of Lease)

The Landlord herewith acknowledges the receipt of One Thousand Two Hundred Twenty Dollars (\$1,220.00), which he is
to retain as security for the faithful performance of all of the covenants, conditions, and agreements of this lease, but in no
event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the Tenants'
failure to perform the said covenants, conditions, and agreements; the Landlord may so apply the security at his option; and
the Landlord's right to the possession of the premises for non-payment of rent or for any other reason shall not in any event be
affected by reason of the fact that the Landlord holds this security. The said sum if not applied toward the payment of rent in
arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants,
conditions, and agreement of this lease is to be returned until the Tenant has vacated the premises and delivered possession to
the Landlord.

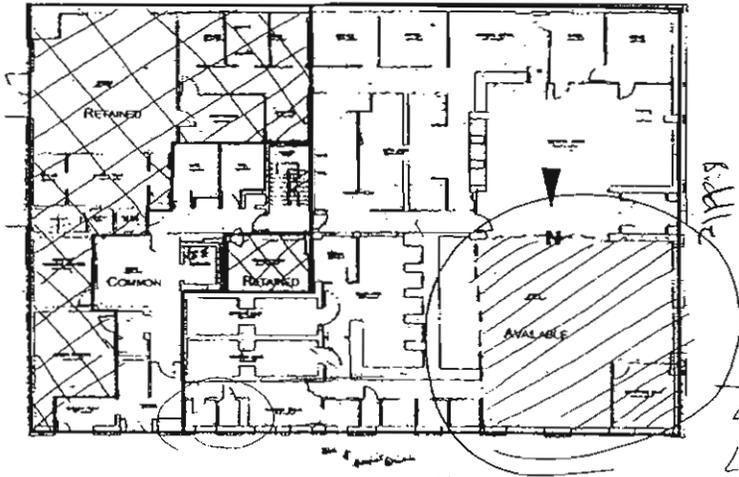
In the event that the Landlord repossesses himself of the said premises because of the Tenant's default or because of the Tenant's
failure to carry out the covenants, conditions, and agreements of this lease, the Landlord may apply the said security upon all
damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered
or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the said security as
a separate fund, but may mix the said security with his own funds.


(L. S.)

TREADWELL & ASSOCIATES, INC., REALTORS
16032 FORT STREET, SOUTHWAYTE, MICHIGAN, 48196-1301 (734.282.1123)

Exhibit 1

3003-3005 Biddle Avenue
Wyandotte, Michigan



FIRST FLOOR
* Municipal Service lease area

AMENDMENT TO LEASE

This Amendment shall amend the Lease between the City of Wyandotte, Lessor, and Lademan and Lademan of Michigan (assumed name of Lademan Insurance Agency, Inc.) Lessee, for part of the property known as 3003-3005 Biddle, Wyandotte, dated October 15, 2010, by amending and or adding to the Lease as follows:

Terms (3): For the term of Three (3) Years (subject to the Right of Termination)

Right of Termination (38): After the first 24 months of the Lease, the Landlord or it's Assignee may terminate this Lease at any time by providing Tenant with ninety (90) day notice if Landlord enters into a purchase agreement to sell the portion of the building at 3003-3005 Biddle occupied by Tenant.

Assignment of Lease (40): Upon the sale of the building and the assignment of this Lease by the City to any third party, it is agreed and understood that the Assignee shall have reasonable access to the Lademan space during business hours for the purposes of installing utilities or completing other required construction to the building. The Assignee recognizes that Tenant is running a professional business with clients and company vendors visiting regularly. Assignee will at all times provide ample notice to the Tenant before a visit is scheduled and will use its best efforts throughout the construction period not to interfere with the operation of the Tenant's business. Tenant understands that Assignee intends to construct residential lofts above the Leased premises and is therefore aware that noise and/or other issues caused by the construction will be generated above their offices on the second floor during construction. In the event that the Tenant finds that the construction is interfering in any way with their business, the Tenants sole remedy is to immediately terminate this Lease and the Tenant acknowledges that construction may continue. In addition, the Assignee agrees that if the adjacent first floor space is used for storage of construction materials, the Assignee will construct a temporary wall to ensure clean and safe access to the Tenant, Tenant's clients and visitors through the hallway and including the restroom area and kitchen.

All other terms and conditions shall remain in full force and effect.

This Amendment requires the approval of the Wyandotte City Council.

Dated this 26 day of October, 2010

In the Presence of:

Kooly Kalut

Signed by: City of Wyandotte

Joseph R. Peterson
Joseph R. Peterson, Mayor

William R. Griggs
William R. Griggs, City Clerk

Signed by:

Larry Lademan
Larry Lademan

ASSIGNMENT OF LEASES

This Assignment of Leases ("Assignment") is made to be effective as of June 29th, 2012, ("Effective Date"), by and between City of Wyandotte, a Michigan municipal corporation, ("Assignor"), and D-M Investments, L.L.C., a Michigan limited liability company ("Assignee").

RECITALS

A. Contemporaneously with the execution of this Assignment, Assignor has conveyed unto Assignee certain leases for property situated in City of Wyandotte, Wayne County, Michigan, as more particularly described on "Exhibit A" attached hereto and incorporated herein by reference, including, without limitation, any and all improvements thereon, to the extent of Assignor's interest in such improvements (collectively, the "Property").

B. Assignor is the Lessor under the leases, a true and correct copy of each which is set forth and described on Exhibit "B" attached hereto and incorporated herein by this reference ("Lease").

C. Pursuant to that certain Purchase Agreement dated April 6, 2011 and Addendum to Purchase Agreement dated December _____, 2011, ("Purchase Agreement") Assignor agreed to assign all of its right, title, interest, obligations, liabilities and duties, and Assignee agreed to assume all of Assignor's obligations, liabilities and duties subject to the terms and conditions of the Purchase Agreement, with respect to the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby assigns, sets over, transfers, grants and conveys unto Assignee, its successor and assigns, forever, all of Assignor's right, title, estate and interest, as Lessor, in and to said Leases, and any and all licenses and other agreements relating to the use and occupancy, present or future, of space at the Property, including without limitation the Lease, together with any guarantees of, and security for, the lessee's obligations and all refundable tenant security deposits not previously applied to delinquent rents or other charges, and prepaid rents, and operating expense charges, common area charges and transaction privilege taxes accruing after the date here under said Leases.

2. Assumption. Assignee hereby accepts the assignment and assumes and agrees to keep, perform, and fulfill, as a direct obligation to the said lessees under said Leases, all the terms, covenants, provisions, conditions and obligations of the Lessor under said Leases accruing and becoming due from and after the date hereof.

3. Payment. Assignor hereby directs and authorizes the said lessee under the Lease to pay directly to Assignee, or such party as Assignee may designate, all future rents and other charges due pursuant to the Lease, and the deliver of a copy of this Assignment may be relied upon by said lessees.

4. Indemnity. Assignee agrees to indemnify, defend and hold Assignor harmless for, from and against any and all actions, suits, proceedings, liability, loss or damage (including without limitation, actual attorneys' fees and costs) that Assignor may incur by reason of any claims or obligations under the Leases attributable to or arising out of any alleged breach of the Leases occurring or alleged to have occurred on or subsequent to the date of this Assignment. Assignor agrees to indemnify, defend and hold Assignee harmless for, from and against any and all actions, suits, proceedings, liability, loss or damage (including without limitation, actual attorneys' fees and costs) that Assignee may incur by reason of any claims or obligations under the Leases attributable to or arising out of any alleged breach of the Lease accruing before the date of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

6. Attorneys' Fees. In the event of any litigation by a party hereto against the other for reason of any breach of any of the provisions out of this Assignment, the prevailing party in such action or suit shall be entitled to have and recover from the other party all costs and expenses incurred therein, including reasonable attorneys' fees, court costs and experts' fees.

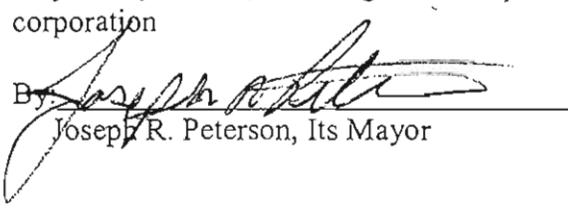
7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to its conflict of law rules.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

City of Wyandotte, a Michigan municipal corporation

By 

Joseph R. Peterson, Its Mayor

(signatures continued on next page)

By: William R. Griggs
William R. Griggs, Its City Clerk

By: Melanie McCoy
Melanie McCoy, Its Manager

ASSIGNEE:
D-M Investments, L.L.C., a Michigan
limited liability company

By: Joseph S. Daly
Joseph S. Daly, Its Manager/Member

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

LEASES

1. Lease agreement dated the 15th day of October, 2010, by and between City of Wyandotte and Lademan and Lademan of Michigan (assumed name of Lademan Insurance Agency, Inc.), as to a portion of 3003-3005 Biddle Avenue located at Northwest corner of building consisting of approximately 1220 square feet.
2. Lease agreement dated the 21st day of June, 2011, by and between City of Wyandotte and Jennifer Lyons and Mark Lyons, individually and EmbroidMe, a Michigan corporation, as to a portion of 3003-3005 Biddle Avenue located at Southwest corner of building consisting of approximately 2008 square feet.

3467.30

CLOSING STATEMENT

Property Address: 3003-3005 Biddle Avenue, Wyandotte, Michigan

Seller: City of Wyandotte, a Michigan municipal corporation
3131 Biddle Avenue, Wyandotte, Michigan

Purchaser: D-M Investments, L.L.C.
100 Maple St., Wyandotte, Michigan

Date: June _____, 2012

CREDITS TO SELLER

SALE PRICE \$200,000.00

Tax Proration: No tax proration -0-

TOTAL CREDITS TO SELLER **\$200,000.00**

CREDITS TO PURCHASER

Purchaser's Earnest Money Deposit \$ 2,000.00

Deferred Lien owed to Seller \$198,000.00

Security Deposits collected from Tenants:

Lademan and Lademan	\$ 1,220.00	
EmbroidMe	\$ <u>1,750.00</u>	\$ 2,970.00

Additional Payment from Purchaser due at Closing payable
to Environmental Specialty Services, Inc.
(\$27,000 - \$2,000 earnest money deposit)..... \$ 25,000.00

**BALANCE OWED BY PURCHASER TO SELLER
ON DEFERRED LIEN** **\$170,030.00**

We, the undersigned, consider the foregoing to be a correct accounting and accept the foregoing as rendered.

Seller:
City of Wyandotte

By: Joseph R. Peterson
Joseph R. Peterson, Its Mayor

By: William R. Griggs
William R. Griggs, Its City Clerk

By: Melanie McCoy
Melanie McCoy, Its Manager

Purchaser:
D-M Investments, L.L.C.

By: Joseph S. Daly
Joseph S. Daly, Manager

DEFERRED LIEN

THIS DEFERRED LIEN made this 29th day of June, 2012, by D-M Investments, L.L.C., whose address is 100 Maple Street, Wyandotte, Michigan 48192 to the City of Wyandotte, whose address is 3131 Biddle Avenue, Wyandotte, Michigan 48192.

FOR VALUE RECEIVED the undersigned promises to pay to the City of Wyandotte the sum of One Hundred Seventy Thousand Thirty (\$170,030.00) Dollars upon the following terms and conditions:

1. That the City of Wyandotte is the Seller and the undersigned is the Purchaser of certain property located in the City of Wyandotte, Wayne County, Michigan, and described as follows:

See attached Legal Description

Commonly known as: 3003 – 3005 Biddle

Parcel ID # _____

2. That the closing on said property occurred on June 29th, 2012.

3. That the Offer to Purchase Real Estate dated April 6, 2011 states in Paragraph 3 “.....the purchase price shall be in the form of a Deferred Lien and Promissory Note in the amount of One Hundred Ninety-eight Thousand (\$198,000.00) Dollars. This promissory note will not accrue interest and will be secured by a written agreement which will be executed and recorded against the property at Closing. Such amount will be paid in full upon the D-M Company’s sale of any condominium unit. In the event no such sale takes place, D-M Company agrees to repay the entire Promissory Note no later than the fifteenth anniversary of the execution of the closing date.”

4. That an Addendum to Purchase Agreement dated December 15th, 2011, states in Paragraph 4 as follows:

“At closing, Purchase will receive credit up to Twenty-seven Thousand (\$27,000.00) Dollars for the amount paid to ESS on the City’s behalf for asbestos removal and remediation as deemed necessary by the City’s environmental consultant.”

5. That the Purchase Price of the property as stated in the Offer to Purchase is \$200,000. Purchaser has delivered earnest money to Seller in the amount of Two Thousand (\$2,000.00) Dollars and credit for this payment will be given to Purchaser at closing.

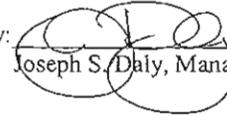
6. That Purchaser will receive a credit of the security deposits received by Seller from the tenants currently leasing space at the property as follows:

Lademan and Lademan Security Deposit:	\$1,220.00
EmbroidMe Security Deposit:	<u>\$1,750.00</u>
Credit to Purchaser at Closing	\$2,970.00

7. That the final balance due Seller will be in the form of a Deferred Lien and Promissory Note in the amount of **One Hundred Seventy Thousand Thirty (\$170,030.00) Dollars.**

In Witness Whereof, the undersigned has signed this Deferred Lien on the day and date first above written.

D-M Investments, L.L.C.

By:  _____
Joseph S. Daly, Manager

State of Michigan)
) ss
County of Wayne)

On this 18th day of June, 2012, before me, a Notary Public in and for said County, personally appeared Joseph S. Daly to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed as Manager of D-M Investments, L.L.C., a Michigan limited liability company.

CYNTHIA J. PILON
Notary Public, State of Michigan
County of Wayne
My Commission Expires Sep. 24, 2012
Sitting in the County of WAYNE

 _____
Notary Public

PROMISSORY NOTE

\$170,030.00

Wyandotte, Michigan

June 29th, 2012

For value received, **D-M Investments, L.L.C.**, a Michigan limited liability company, d/b/a D-M Company ("Borrower"), promises to pay to the order of **City of Wyandotte, a Michigan Municipal Corporation, whose address is 3131 Biddle Avenue, Wyandotte, Michigan 48192**, ("Lender"), at its address set forth in this Note or at such other place as the holder of this Note designates in writing to Borrower, the principal sum of **One Hundred Seventy Thousand Thirty (\$170,030.00) Dollars**, with interest in accordance with the terms of this Note.

1. Interest Rate. The interest rate shall be zero (0%) percent per annum.

2. Payment. Payment will be made in full to Lender upon Borrower's sale of any condominium unit at 3003-3005 Biddle Avenue, Wyandotte, Michigan. In the event no such sale takes place, D-M Company agrees to repay the entire Promissory Note no later than the fifteenth anniversary of the execution of this Note.

3. Security. The indebtedness evidenced by this Note and any extension, renewal, or refinancing of the indebtedness, is secured by a Deferred Lien dated June 29, 2012, as set forth in the Purchase Agreement.

4. Default, Acceleration. It shall be a default under this Note if Borrower fails to make full payment of principal pursuant to the terms stated in Paragraph 2 above. In addition, the provisions of the Purchase Agreement and the Deferred Lien are incorporated in this Note by reference, and the occurrence of an event of default under the Purchase Agreement or Deferred Lien shall constitute a default under this Note.

In the event of any default under this Note, the Lender shall have the right to

5. General Provisions. Any failure by the holder of this Note to exercise any right under this Note, including the right to accelerate Borrower's obligations on default by Borrower, shall not constitute a waiver of the right to exercise such right while the default continues or upon another default. No waiver or release shall be binding against the holder of this Note unless given in writing by the holder.

If the holder of this Note institutes legal proceedings to enforce this Note, the Purchase Agreement or the Deferred Lien, the holder shall be entitled to collect, in addition to all indebtedness and accrued interest, the costs of all expenses of the legal proceedings, including reasonable attorney fees. Lender shall have the right to assign all or any part of this Note or to transfer rights of participation in this Note. The holder of this Note shall have the right to seek payment from any guarantor without any obligation to seek payment from all, to proceed against any security, without proceeding against other security, and to deal with and provide releases to any guarantor without releasing others, and no such action shall relieve Borrower from its obligations under this Note or under the Purchase Agreement or any Deferred Lien to which it is a party. Borrower and any other person liable or to become liable under this Note or any agreement securing this Note waive presentment, demand, protest, notice of protest, and notice of dishonor of this Note.

This Note shall be deemed to have been executed and agreed to in the State of Michigan and shall be governed by and construed in accordance with the laws of the State of Michigan. Borrower consents to personal jurisdiction over it by any court in the State of Michigan in which an enforcement action under this Note is filed. Venue shall be in Wayne County, Michigan, for any action brought with regard to this Note. Any provision conflicting with any statute or rule of law of the State of Michigan, including any statute or rule of law relating to the maximum rate of interest that can be paid by Borrower, is

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 D-M Investments, L.L.C., A Michigan Limited Liability Company, (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 as a result of any action taken by Purchaser, the 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 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 property (including building or structures thereon) becomes tax exempt 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.

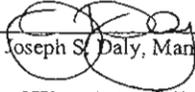
Property located in the City of Wyandotte, County of Wayne, State of Michigan, described as:

See attached legal description Addendum "A"

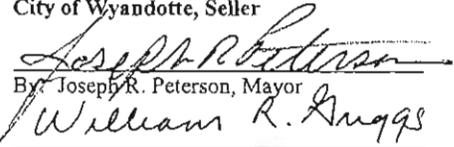
The property prior to closing was tax exempt and in the event a taxable value is not established because any of the property becomes tax exempt within the first year after closing, or prior to the development of the residential units as set forth in the purchase agreement between Seller and Purchaser,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

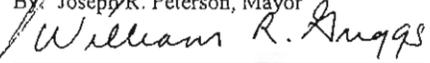
Dated: 6/22, 2012

D-M Investments, L.L.C., A Michigan Limited Liability Company

By:  Joseph S. Daly, Manager/Member

City of Wyandotte, Seller

By:  Joseph R. Peterson, Mayor

By:  William R. Griggs, City Clerk

STATE OF MICHIGAN
COUNTY OF WAYNE ss.

On this 22nd Day of June, 2012, A. D., before me, a Notary Public, in and for said County, personally appeared Joseph S. Daly, Manager/Member for D-M Investments, L.L.C., A Michigan Limited Liability Company; City of Wyandotte, by Joseph R. Peterson, Mayor and William R. Griggs, City Clerk, to me known to be the persons described in and who executed the foregoing instrument and acknowledge that they executed the same as their free act and deed, and represented that they are 18 years of age or

BUY BACK OPTION

This agreement entered into between D-M Investments, LLC d/b/a/ D-M Company (Purchaser) and the City of Wyandotte (Seller) for the purpose of granting the Seller a right to require Purchaser to convey to the Seller the following described property in the City of Wyandotte, County of Wayne:

Portion of the property known as 3003-3005 Biddle Avenue

SID No. #57-011-02-0001-000
3003-3005 Biddle Avenue, Wyandotte

upon the following terms and conditions:

1. If the purchaser shall fail to substantially complete the second floor into residential units for the above described Premises under the terms set forth in Paragraph 2 of this option (and within the time limits set forth therein), then Purchaser shall convey to the City of Wyandotte, with no encumbrances, said premise and all collected rent from leases for said premises shall be paid to Seller. Seller shall notify Purchaser in writing of its intent to require Purchaser to convey the Premises to Seller pursuant to the terms of this Agreement. Seller's notice shall be sent by certified mailing to the Purchaser no later than ninety (90) days from the date when Purchaser was required to develop said property in accordance with the terms of Paragraph 2 of this option. Purchaser shall execute and deliver a Warranty Deed conveying the premises to Seller within ten (10) days of receipt of the above notice.
2. Purchaser shall have 2nd floor developed into residential units with substantial completion within eighteen (18) months of the date the Warranty Deed is recorded.
3. This option constitutes the entire Agreement between the parties and can be modified only by a written instrument executed by the parties hereto.
4. This Agreement takes effect on June 29, 2012, which is the date of closing.
5. Any writings or notices required under this option shall be sent by certified mail, postage prepaid, to the parties at the following addresses:
 - (a) to Seller at: 3131 Biddle Avenue, Wyandotte, Michigan
 - (b) to Purchaser at: 100 Maple, Wyandotte, Michigan

Either party may change the above address by sending a certified letter to that effected address as above.

Signatures on next page

Any improvements made on said property are included in the option.

WITNESSED BY:

Michelle Patten
~~Sherita Johnson~~ Michelle Patten
Kelly Roberts
Kelly Roberts

CITY OF WYANDOTTE, SELLER

Joseph R. Peterson
Joseph R. Peterson, Mayor
William R. Griggs
William R. Griggs

D-M INVESTMENTS, L.L.C.
d/b/a/ D-M COMPANY, PURCHASER

Joseph S. Daly
Joseph S. Daly, Manager

Dated: 6/29/12

STATE OF MICHIGAN)
SS
COUNTY OF WAYNE)

On this 29 day of June, 2012 before me, a Notary Public in and for said County, personally appeared Joseph Peterson and William R. Griggs, to me personally known, who, being duly sworn, did each for himself and say that they are respectively the Mayor and City Clerk of Wyandotte, a Municipal Corporation, the corporation named in and executed this said instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said Joseph R. Peterson and William R. Griggs acknowledged said instrument to be the free act and deed of said corporation.

Kelly Roberts
Notary Public Kelly Roberts
Wayne County, Michigan
My Commission Expires: 02/13/12

STATE OF MICHIGAN)
SS
COUNTY OF WAYNE)

On this 25th day of June, 2012 before me, a Notary Public in and for said County, personally appeared, Joseph S. Daly, who, being first duly sworn, did say that he is respectively the Manager/Member, of the corporation named in and executed this instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and acknowledged said instrument to the free act and deed of said corporation.

Cynthia J. Pilon
Notary Public
Wayne County, Michigan
My Commission Expires:

CYNTHIA J. PILON
Notary Public, State of Michigan
County of Wayne
My Commission Expires Sep. 24, 2012
Acting in the County of WAYNE

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keelin
CITY ASSESSOR



COUNCIL

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

JOSEPH R. PETERSON
MAYOR

December 20, 2011

RESOLUTION

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

By Councilman Todd M. Browning
Supported by Councilman Leonard Sabuda

RESOLVED by the City Council that the communication from the City Engineer regarding the city-owned building 3003-3005 Biddle Avenue is hereby received and placed on file; AND BE IT FURTHER RESOLVED that the Council authorizes the Mayor and City Clerk to execute the Addendum to Purchase Agreement between D-M Investments, LLC and the City of Wyandotte for the sale of the city-owned building at 3003-3005 Biddle Avenue; AND BE IT FURTHER RESOLVED that Council APPROVES the asbestos removal at 3003-3005 Biddle Avenue utilizing the services of Environmental Specialty Services, Inc. in the amount of \$29,480.00 from account # 499-200-850-519.

YEAS: Councilmembers Browning DeSana Fricke Galeski Stec
NAYS: Councilman Sabuda

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on December 19, 2011.

William R. Griggs
William R. Griggs
City Clerk

CC: City Administrator, Municipal Service

Addendum to Purchase Agreement

This Addendum made this 13th day of December, 2011, by and between D-M Investments, L.L.C., d/b/a D-M Company, as Purchaser, and City of Wyandotte, a Michigan Municipal Corporation, as Seller.

WITNESSETH:

WHEREAS, the Seller and Purchaser entered into a Purchase Agreement dated April 6, 2011, relative to the sale of property in the City of Wyandotte, Wayne County, Michigan and commonly known as 3003 – 3005 Biddle Avenue.

WHEREAS, Seller and Purchaser are desirous of amending said Purchase Agreement to provide for both (1) the separation of utilities and (2) the accelerated payment of up to Twenty-seven thousand (\$27,000.00) Dollars which shall be shown as a credit to the Purchaser on the agreed upon purchase price.

WHEREAS, Paragraph 12, of said agreement states as follows:

“Utilities: Purchaser and Seller must agree on remodeling specifics and duties of each party including the division of utilities, or in the alternative, the payment to the City of Wyandotte of a monthly utility fee for each unit. Schedule to be determined. Purchaser and Seller agree to review the potential for geothermal. Separation or agreement on use of electric, water, gas, cable/internet access to be determined. Closing shall not take place until all items referred to in this Paragraph are completed and an Agreement on separation of utilities is agreed to by the Parties.”

WHEREAS, the parties have agreed to include additional language to said Paragraph 12 to provide clarification for separation of the above-referenced utilities.

WHEREAS, Purchaser and Seller desire to amend the agreement to provide the advance payment by Purchaser of up to Twenty-seven Thousand (\$27,000.00) Dollars. Such amount will be paid by the Purchaser directly to the City’s asbestos remediation contractor, Environmental Specialty Services, Inc., (ESS). These funds will be used to pay outstanding City invoices for removal of asbestos in the basement area of the

building. Purchaser will receive a credit toward the purchase price at closing for any amount paid to ESS on the City's behalf (not to exceed \$27,000.00)

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties do hereby agree as follows:

1. It is hereby agreed that the Purchaser (or the future established Condominium Association) will pay the Seller, the City of Wyandotte, the sum of Five Hundred (\$500.00) Dollars per month for the utility usage of electric, water and gas on the First Floor and Five Hundred (\$500.00) Dollars per month for utility usage of electric, water and gas on the Second Floor from and after the date of closing. The second floor utilities shall (provided it is economically feasible for the Purchaser to install) be separately metered when this area is improved and is useable. In the event it is not economically feasible for Purchaser to separate utilities on the second floor, the Purchaser will continue to pay the total sum of One Thousand (\$1,000.00) Dollars per month for use of first and second floor utilities of electric, gas and water.

2. For as long as the utilities remain unseparated, beginning at one (1) year after closing and annually each year thereafter, the rate of \$500 per month per floor for utility usage of electric, gas and water for the first and second floors shall be increased **by the greater of** the actual rate increases adopted by the Department of Municipal Services Commission or by two and one-half (2.5%) percent each year. However, in no event shall the utility costs exceed 150% of the initial rate throughout the first twenty-five (25) years of the contract. Thereafter, the utility costs shall not exceed 200% of the initial rate for the remainder of the life of the building. If the second floor is separately metered, these same utility rate increases and cap will remain in effect.

3. Purchaser agrees to utilize the City's utility for cable/internet service and pay the established rates.

4. At closing, Purchaser will receive credit up to Twenty-seven Thousand (\$27,000.00) Dollars for the amount paid to ESS on the City's behalf for asbestos removal and remediation as deemed necessary by the City's environmental consultant.

5. That all other provisions of said Purchase Agreement dated April 6, 2011, between Seller and Purchaser shall remain in full force and effect, except as modified herein.

6. This Agreement will run with the Land and all future buyers and sellers will be bound by its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum the day and year first above written.

In the Presence of:



Witness:

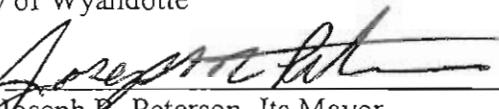
Witness:

Purchaser:
D-M Investments, L.L.C., d/b/a
D-M Company

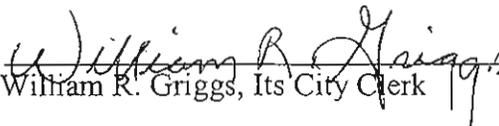
By: 

Joseph S. Daly, Manager

Seller:
City of Wyandotte

By: 

Joseph R. Peterson, Its Mayor

By: 

William R. Griggs, Its City Clerk

By: _____
Melanie McCoy, Its Manager

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



MAYOR
Joseph R. Peterson

COUNCIL
Sheri Sutherby Fricke
Daniel E. Galeski
Ted Miciura, Jr.
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

ZONING BOARD OF APPEALS AND ADJUSTMENT

December 3, 2013

The Honorable Mayor
And City Council
City Hall
Wyandotte, Michigan

Dear Mayor and City Council Members:

At the November 6, 2013, meeting of the Zoning Board of Appeals and Adjustment (ZBA), the ZBA discussed Section 2408.F.2.k Changeable Message Signs of the City's Sign Ordinance (see attached). This Section limits the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least 15 seconds. The ZBA is requesting that City Council amend this to five (5) seconds, and no continuous messages.

The ZBA comments that most changeable message signs are in non-compliance with this Section.

Sincerely,

Barbara Duran
Chairperson

Attachment

PROPOSED RESOLUTION

Resolved by Mayor and Council that communication regarding changes to Section 2408.F.2.k of the Sign Ordinance from the Zoning Board of Appeals and Adjustment is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the request of the Zoning Board of Appeals and Adjustments be referred to the City Engineer and Department of Legal Affairs for recommendation to City Council.

Sec. 2408. Signs, 2 (k)

Changeable message signs.

(1)

Changeable message signs are permitted only in B-1 and B-2 Zoning Districts.

(2)

Changeable message signs shall only be permitted as ground, wall or pole signs.

(3)

An electronic changeable message sign shall be limited to announcing only prevailing eastern standard time and the local temperature in Fahrenheit or Celsius, or limited to the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least fifteen (15) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet, except the face of the message shall not consume more than sixty (60) per cent of the total permitted display area of the sign.