

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, OCTOBER 13 TH, 2014 7: 00 PM
PRESIDING: THE HONORABLE MAYOR -PRO TEM LAWRENCE STEC
CHAIRPERSON OF THE EVENING: THE HONORABLE DONALD SCHULTZ

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

PERSONS IN THE AUDIENCE:

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

1. Communication from the City Engineer relative to the purchase of property.
2. Communication from the City Administrator regarding the lease of property within the City of Wyandotte.
3. Communication from the City Engineer relative to the sale of property within the City of Wyandotte.
4. Communication from the City Engineer regarding a request for a leave of absence for a Department of Public Service employee.
5. Communication from the City Engineer regarding the purchase of property.

CITIZENS PARTICIPATION:

HEARINGS:

SHOW CAUSE HEARING AS TO
WHY THE DWELLING AT
446 PINE STREET
WYANDOTTE, MICHIGAN
SHOULD NOT BE DEMOLISHED, REMOVED
OR OTHERWISE MADE SAFE

REPORTS AND MINUTES

Design Review Committee	October 7, 2014
Beautification Commission	September 10, 2014
Beautification Commission	October 8, 2014
Downtown Development	September 9, 2014

**CITY OF WYANDOTTE
ENGINEERING DEPARTMENT**

✘ ACQUISITION ANALYSIS TOOL

A. Property Information

Address: 316 Clark
 City: Wyandotte Zip: 48192 Parcel ID: 57-007-05-0033-000
 County: Wayne Neighborhood:
 TIFA/DDA/HUD: TIFA

B. Property Type, Condition and Characteristics

Property Type: Condition: Blighted
 Existing/Prior Use: Residential
 Year Built: 1928 Lot Size: 50' x 102'
 Occupancy: Vacant
 Zoning: Residential
 Master Plan: Industrial
 Comply with existing Building Code:
 Other Amenities &/or Concerns:

C. Property Ownership

Ownership Type: Privately-owned
 Owner Name: Walter Krzeczowski
 Occupied or Vacant occupied

D. Environmental

Environmental Assessment Required
 Estimated Cost \$ -

E. Cost Analysis Requirements

SEV	Taxable	Market Value	Taxes Paid	Purchase Price	Demolition Cost
\$40,200	\$40,200	\$40,200	\$2,102	\$ 25,000.00	5,000.00

F. Anticipated End Use

Future Use: Sell to the adjacent property owners

Future SEV	Future Taxable	Future Market Value	Future Taxes	NEZ Future Taxes
\$8,000	\$8,000	\$16,000	\$250	no

Benefit to Neighborhood removing a non-conforming eyesore from the block

If Property is not being demolished assigned to:

Add to City Insurance Policy

G. ACQUISITION

Purchase Agreement:	Amount
	\$ 25,000.00
Demolition Cost	\$ 5,000.00
Environmental	\$ -
Total	\$ 30,000.00

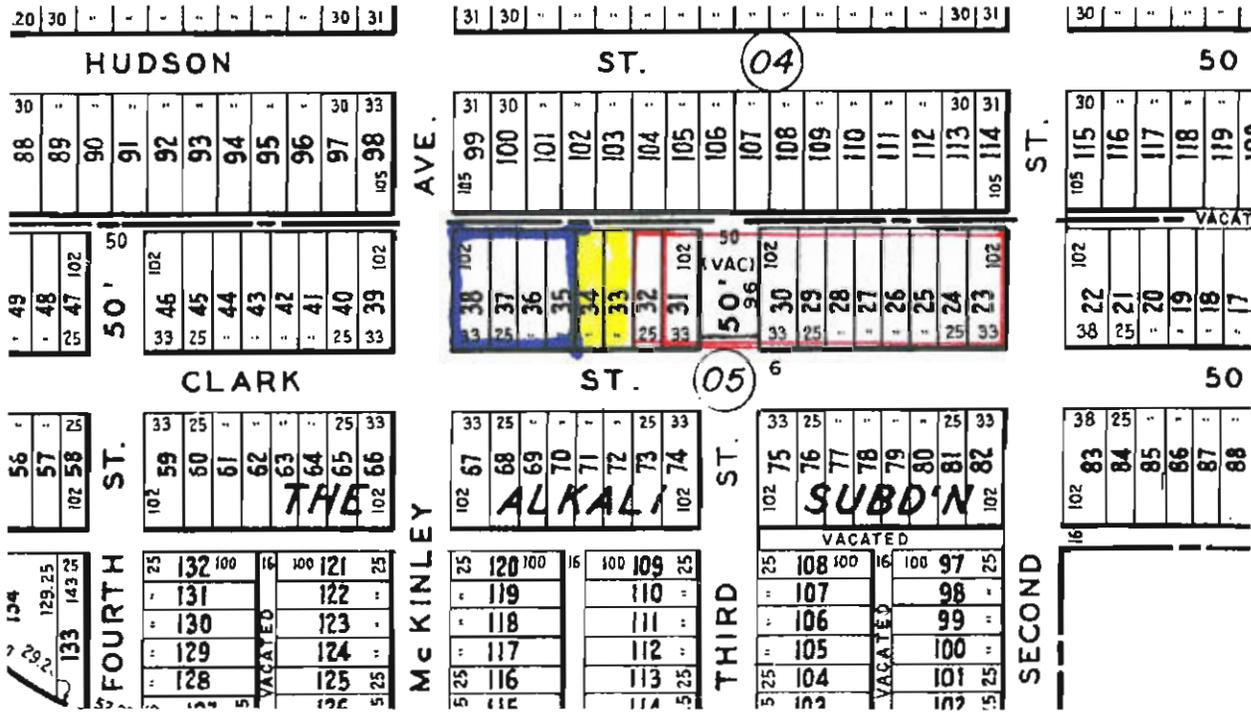
H. APPROVALS

City Engineer

Signature _____
 Mark A. Kowalewski City Engineer
 Print Name _____ Title _____

City Administrator

Signature _____
 Todd A. Drysdale City Administrator
 Print Name _____ Title _____



-  210 Clark - LOTS 23 TO 32 INCL ALSO VAC 3RD STREET 50.00 FT WD ADJ TO THE N 96.00 FT OF SAID LOTS 30 AND 31 THE ALKALI SUB T3S R11E L22 P22 WCR. Lot Size: 324' x 102'
-  316 Clark - LOTS 33 AND 34 THE ALKALI SUB T3S R11E L22 P22 WCR Lot Size: 50' x 102'
-  334 Clark LOTS 35 TO 38 INCL THE ALKALI SUB T3S R11E L22 P22 WCR Lot Size: 108' x 102'





REAL ESTATE ONE, INC.®
PURCHASE AGREEMENT (Form C)

One Heritage Place Ste 110

BROKER ADDRESS Southgate, MI 48195 TELEPHONE (734) 285-5400 FAX (734) 284-5566

Real Estate One, Inc. ("Broker") and its designated salespeople are agents for the Seller Purchaser Seller and Purchaser (Dual) (Buyer Initials) (Seller Initials) acknowledge that this is or is not an in-house transaction in which the Buyer and Seller are each represented by different designated salespeople or same salespeople.

1. AGREEMENT TO SELL. The undersigned Seller and Purchaser agree to sell and purchase the following real property located in the (City, Village, Township) of Wyandotte Wayne County, Michigan, described as follows: [legal description and tax ID No.] Lots 33 & 34 the Alkali Sub L22 P22 Tax ID #57007050033000 commonly known as [address] 316 Clark St, which is (Form # 525) or is not on a private road, together with all improvements and appurtenances, including all lighting fixtures, shades, blinds, curtain rods, traverse rods, window treatments, storm windows and doors, screens, awnings, TV antenna, rotor and controls, satellite dish and accessories, water softener (rental units excluded), security system, central vacuum system and attachments, attached mirrors, garage door openers and transmitters, fireplace enclosures, grates, logs and gas attachments, landscaping, attached humidifier, fuel in tanks at the time of possession, all tacked down carpeting, if any, now on the premises, and (the "Property") and Purchaser agrees to pay Seller the sum of Twenty-Five Thousand Dollars \$25,000.00 (the "Purchase Price") subject to the existing building and use restrictions, easements, and zoning ordinances, if any, in accordance with the terms and subject to the conditions set forth in this Purchase Agreement ("Agreement").

- 2. PAYMENT. This transaction shall be consummated by the subparagraph checked below: (Check box that applies)
[X] A. Cash Sale. Seller shall deliver to Purchaser the usual Warranty Deed conveying marketable title upon tender of the Purchase Price. The Purchase Price shall be paid by cashier's check or certified funds. Attach Survey Addendum. (Form # 275)
[] B. Cash Sale With New Mortgage. This Agreement is contingent upon Purchaser's ability to secure a mortgage in the amount of \$ Purchaser agrees to pay the required down payment plus all mortgage costs, prepaid items, and adjustments. Seller shall deliver to Purchaser the usual Warranty Deed conveying marketable title upon tender of the Purchase Price. The Purchase Price shall be paid by cashier's check or certified funds. Purchaser agrees to apply for a mortgage, at his own expense, within calendar days from the date of Seller's acceptance of this Agreement. Purchaser agrees to promptly and in good faith comply with the lender's request for necessary information required to process the loan application. If a firm commitment for the specified mortgage cannot be obtained within days from the date of Seller's acceptance, either Seller or Purchaser may extend the time in writing within 5 days of the deadline. If neither Seller nor Purchaser extend the deadline, this Agreement shall be null and void and the Deposit shall be returned to Purchaser. Written evidence of mortgage denial shall be immediately presented to Seller. Denial of the specified mortgage shall render this Agreement null and void and the Deposit shall be returned to Purchaser. The parties agree that if the appraised value of the Property is less than the Purchase Price and Seller does not agree to reduce the Purchase Price to an amount equal to the appraised value, Purchaser may declare this Agreement null and void and the Deposit shall be returned.
[] C. Sale Subject to Existing Mortgage, Simple Assumption. Attach Terms of Sale Addendum (Form #213)
[] D. Sale Subject to Existing Mortgage, Requalification Required. Attach Terms of Sale Addendum (Form #213)
[] E. Sale by Land Contract. Attach Land Contract Addendum (Form #255)

3. FLOOD INSURANCE. Purchaser may, at his expense, obtain a Floodplain Certification within calendar days from the date of Seller's acceptance of this Agreement. If the Certification discloses that the Property is in a Special Flood Hazard Area, Purchaser may notify Seller, in writing, within days from the date of the Certification, that Purchaser declares this Agreement null and void and the Deposit shall be returned to Purchaser. Failure to notify Seller that the Property is in a Special Flood Hazard Area within this time period shall constitute a waiver of Purchaser's right to terminate the Agreement under this paragraph and Purchaser agrees to obtain a policy of flood insurance if required to do so by the mortgage lender.

4. SELLER'S DISCLOSURES. Purchaser acknowledges that he received from Seller a Seller's Disclosure Statement and, if the Property is residential housing built before 1978, a Lead-Based Paint and Lead-Based Paint Hazards Disclosure prior to signing this Agreement. Purchaser acknowledges that the information provided in the Seller's Disclosure Statement, Lead-Based Paint and Lead-Based Paint Hazards Disclosure and any other property disclosure statement is (a) based upon Seller's knowledge and is not a warranty of any kind by Seller or Listing and Selling Brokers and their salespeople; (b) not a substitute for any inspections or warranties Purchaser may wish to obtain; (c) provided solely by Seller and is not a representation made by Listing and Selling Brokers and their salespeople; and (d) a disclosure only and not intended to be a part of this Agreement. Seller authorizes Broker to distribute copies of the disclosures to any lender, appraiser and municipality, upon Purchaser's request.

5. CONDITION OF PROPERTY. Purchaser acknowledges that he is purchasing a USED structure in an AS IS condition. Purchaser acknowledges that: (a) he has the opportunity and was advised to have the Property privately inspected by a qualified home inspection company; and (b) neither Seller, Broker nor its salespeople have made any representations or warranties of any kind concerning the Property, upon which the Purchaser has relied, except as set forth in this Agreement. Purchaser acknowledges that

(Initials) Seller [Signature] / (Initials) Purchaser /

(a) the information provided in the multi-list description of the Property is not warranted or guaranteed; and (b) he has not relied on the multi-list description in making this Agreement.

6. **PROPERTY INSPECTION:** (Note: Inspections required by FHA, VA, lenders or municipalities are not made for, nor should they be relied upon by Purchaser.) Purchaser DOES DOES NOT choose to have the Property inspected at Purchaser's expense. If the Property is to be privately inspected, the following clause shall apply: Seller shall grant an inspector of Purchaser's choice access to the Property to inspect and report upon the general physical condition of the Property, including but not limited to, the plumbing, heating and electrical systems and determination of square footage. If the Property has been winterized, Seller shall, at his expense, de-winterize the Property prior to the inspection. The inspection shall be concluded within _____ calendar days from the date of Seller's acceptance of this Agreement. If the inspection discloses any defect in the Property which results in the Purchaser having cause to be dissatisfied with the current physical condition of the Property, Purchaser shall notify Seller, in writing, within _____ days following the inspection, that Purchaser (a) declares this Agreement null and void and the Deposit shall be returned or (b) requests Seller to remedy the defect. Failure to notify Seller of a defect within this time period shall constitute a waiver of this paragraph by the Purchaser and he shall accept the Property AS IS. If the Seller is timely notified of a defect, he shall notify Purchaser, in writing, within _____ days, that Seller (a) will repair or provide for repair to eliminate the defect disclosed on the inspection report or (b) is unwilling to repair or provide for repair. If Seller declares his unwillingness to repair or provide for repair, Purchaser may (a) accept the Property AS IS or (b) declare this Agreement null and void and the Deposit shall be returned. "The term "defect" does not include (a) routine maintenance items, (b) repair forecasts, (c) renovation cost estimates, (d) minor items not affecting habitability, or (e) aesthetics.

7. **LEAD-BASED PAINT INSPECTION.** This contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards (as defined) at Purchaser's expense. This contingency will expire on _____ (or 10 calendar days following Seller's acceptance of this Agreement, whichever occurs first) unless Purchaser (or his agent) delivers to Seller (or his agent) a written list of the specific existing deficiencies and corrections needed, together with a copy of the inspection or risk assessment report. Seller may, at Seller's option within _____ days after receipt of a list and accompanying report, elect in writing to correct the condition prior to closing. If Seller will correct the condition, Seller shall furnish Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied prior to closing. If Seller does not elect to make the repairs, or if Seller makes a counter-proposal, Purchaser shall have _____ days to respond to the counter-proposal or remove this contingency and take the Property in "AS IS" condition, or this Agreement shall become void and the Deposit shall be returned to Purchaser. Purchaser may remove this contingency at any time without cause. All inspection periods provided for in this Agreement shall run concurrently.

Purchaser waives this contingency

8. **MUNICIPALITY INSPECTION.** If the municipality in which the Property is located requires an inspection prior to closing, Seller shall pay for the inspection and any repairs required to obtain the written approval of municipality.

9. **HOME PROTECTION PLAN.** Purchaser acknowledges notice of the availability and cost of a home protection plan. Purchaser agrees to hold Seller, Listing and Selling Brokers and their salespeople harmless for all claims which would be covered by a home protection plan, whether or not Purchaser accepts the plan.

Purchaser: Declines or Accepts a Home Protection Plan provided at:

Seller's expense by a company of Seller's choice or Purchaser's expense by _____ Company.

10. **TITLE INSURANCE**

A. Seller agrees to furnish Purchaser with a Policy of Owner's Title Insurance without standard exceptions in an amount not less than the Purchase Price bearing a date later than the date of Seller's acceptance of this Agreement and guaranteeing the title in the condition required for performance of this Agreement. Immediately upon receipt, Seller shall provide Purchaser with a copy of the title commitment which shall be updated through the date of closing. Purchaser agrees to obtain and pay for a mortgage or stake survey if required to obtain the policy.

B. 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 of this Agreement, Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, to either (a) remedy the title; or (b) refund the Deposit in full termination of this agreement. If Seller remedies the title within the time specified, Purchaser shall complete the sale within 10 days of written notification. If Seller is unable to remedy the title within the time specified, the Deposit shall be refunded in full termination of this agreement.

C. If title can be conveyed in the condition required hereunder, Purchaser agrees to complete the sale within 10 days after delivery of the commitment for title insurance. However, if the sale is to be consummated in accordance with sub paragraphs 2(B) or 2(D), then closing shall be as soon as the mortgage application is approved, a closing date obtained from the title insurance company, and, if applicable, the final inspection of the Property is approved by the VA or FHA.

D. Purchaser agrees to pay the customary closing fees charged by the title insurance company which supervises the closing.

11. **TAXES/ASSESSMENTS/DUES.**

A. All taxes which have become a lien on the Property as of the closing date shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Purchaser as of the closing date on a due-date basis, without regard to lien date, as if paid in advance (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 will be treated as if paid for the period December 1 through the following November 30); and (b) Purchaser shall be responsible for the payment of all property taxes falling due after the closing date without regard to lien date. Current Homeowners, Subdivision or Condominium Association dues and assessments, if any, shall also be prorated between Seller and Purchaser as of the closing date on a due date basis. Capital or lateral charges and assessments which have become a lien on the Property as of the closing date, whether or not recorded, shall be paid by Seller at closing. Capital or lateral charges and assessments for improvements which have been completed as of the date of Seller's acceptance of this Agreement

July 31st

aug 1st

aug 1st

(Initials) Seller DK / _____

(Initials) Purchaser _____ / _____

but which have not become a lien on the Property as of the closing date shall be paid by Seller. All other capital and lateral charges shall be paid by Purchaser. Purchaser may pay the full amount or, if permitted by the levying municipality, assume the charge or assessment.

- B. The final water and sewage charges shall be prorated and adjusted between Seller and Purchaser as of the date on which Seller vacates the Property and surrenders the keys to Listing Broker. Broker shall retain and hold in escrow a minimum of \$200.00 from the amount due Seller at closing for these charges. Broker shall remit the amount allocated to Seller and return the balance, if any, to Seller after receipt of the final bill or meter reading.

12. **POSSESSION AND PROPERTY MAINTENANCE.** Seller shall remove all personal property and refuse from the buildings and land and shall vacate the Property at closing **OR** by 5:00 P.M. _____ days after the closing. Until the keys are surrendered, Seller shall (a) continue the operation of all electric, gas, water and other utility services; and (b) maintain the buildings, land and other Property in the same condition as of the date on which Seller accepts this Agreement. Purchaser reserves the right to walk through the Property within 48 hours of the scheduled closing to verify that the Property was maintained as agreed. If Seller has failed to maintain the buildings, land and other Property in the same condition as existed on the date on which Seller accepted this Agreement, Purchaser may delay the closing until the Property is restored to its agreed condition. Listing and Selling Brokers and their salespeople have no obligation to insure the condition of the Property or that the Property is vacated on the date specified. Seller shall deliver and Purchaser shall accept possession of the Property subject to:

Tenant Rights (Form # 280)

No Tenant Rights (Form # 280)

Does Not Apply

13. **POST-CLOSING OCCUPANCY BY SELLER.** Seller shall pay Purchaser an Occupancy Charge of \$ _____ per day, from the day after closing through the date on which the Property is vacated. Broker shall retain and hold in escrow \$ _____ from the amount due Seller at closing as security for the Occupancy Charge. Broker shall pay Purchaser the accrued Occupancy Charge and return the balance, if any, to Seller after Seller vacates the Property and surrenders the keys to Listing Broker. Seller agrees to pay or reimburse Purchaser for all costs and expenses incurred in recovering possession of the Property, including actual attorneys fees, together with all actual, incidental and consequential damages sustained by Purchaser which shall include, but not be limited to, housing expense, storage fees, actual attorneys fees and any other costs or expenses which either arise out of or are connected with Seller's failure or refusal to vacate the Property as required by this Agreement.

14. **CLOSING.** The closing of this sale shall take place at a location designated by the mortgage lender, or absent that, at a place designated by the Listing Broker. The target closing date is October 21, 2014. If the parties fail to agree to a closing date, the provisions of paragraph 10C shall control.

15. **ADDENDA.** The following addenda are attached to and made a part of this Agreement (Check all that apply)

FHA-FHA Addendum (Form # 250)

Cooperative Housing (Form # 235)

Land Contract (Form # 255)

VA-VA Addendum (Form # 285)

Post-Closing Damage (Form # 440)

Contingent on Sale (Form # 230)

Pest Inspection (Form # 265)

New Construction (Form # 260)

Closing Contingency (Form # 415)

Condominium (Form # 220)

Survey (Form # 275)

Vacant Land (Form # 290)

Other Addendum _____

16. **DEPOSIT.** Purchaser instructs Selling Broker to present this offer and accept a deposit of \$ _____ paid in the form of a _____ and an additional deposit of \$ _____ which is due and payable on _____ (together, the "Deposit") which shall be held by Selling Broker in accordance with MCL 339.2512 (j) (l) and (a) if the offer is accepted, applied to the purchase price when the sale is consummated; or (b) returned to Purchaser if the offer is rejected or withdrawn. If the Agreement is terminated pursuant to paragraphs 2B, 3, 6, 7 or 10B above, the parties agree that Selling Broker shall return the Deposit to Purchaser and Seller's remedies, if any, are limited to an award of damages equal to the amount of the Deposit.

17. **DEFAULT.** Willful failure to perform by Seller or Purchaser shall be an event of default under this Agreement. If Purchaser defaults, Seller may, at Seller's option, pursue all available legal and equitable remedies or terminate the Agreement and seek forfeiture of the Deposit as liquidated damages. If Seller defaults, Purchaser may pursue all available legal and equitable remedies and may also terminate the Agreement and seek a refund of his Deposit. Seller and Purchaser agree that Listing and Selling brokers and their salespeople shall not be made parties to any action taken to enforce or terminate this Agreement.

(Initials) Seller WK / _____

(Initials) Purchaser _____ / _____

18. GENERAL PROVISIONS.

- A. Listing and Selling Brokers and their salespeople have a duty to treat all parties to this transaction honestly.
- B. Purchaser authorizes Broker to use Purchaser's name in any future advertising or public relations.
- C. Purchaser and Seller acknowledge that Listing and Selling Brokers and their salespeople are not parties to this Agreement.
- D. Listing and Selling Brokers and their salespeople specifically disclaim any responsibility for the condition of the Property or for the performance of this Agreement by the parties.
- E. Purchaser and Seller acknowledge notice that Listing and Selling Brokers may accept a fee or other consideration for the placement of an abstract, mortgage, loan, life, fire, theft, flood, title or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by Rule 339.22321 of the Michigan Administrative Code.
- F. Seller and Purchaser acknowledge that they have been advised to retain an attorney to pass upon the marketability of the title to the Property and to ascertain whether or not the provisions of this Agreement have been strictly adhered to. Listing and Selling Brokers and their salespeople cannot legally give such advice.
- G. Broker and its salespeople are not experts in the areas of law, tax, financing, insurance, surveying, structural conditions, hazardous materials, and engineering. Purchaser acknowledges that Broker advised him to seek professional advice from experts in these areas.

19. MISCELLANEOUS.

- A. **Facsimile Signatures:** The parties acknowledge and agree that facsimile signatures and initials are legally enforceable and binding.
- B. **Binding Agreement:** This Agreement shall bind and inure to the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the respective parties.
- C. **Entire Agreement:** The parties agree that this Agreement and the referenced Addenda contain the entire agreement between Seller and Purchaser and there are no agreements, representations, statements or understandings which have been relied upon by the parties which are not stated in this Agreement.
- D. **Amendment:** The parties agree that this Agreement may not be altered, amended, modified or otherwise changed, except by a duly executed written agreement between the parties.
- E. **Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- F. **Grammar and Syntax:** The grammar and syntax used in this Agreement shall be construed to give proper meaning and consistency to its content. Thus, "or" means "and/or," the singular may be construed to include the plural, the plural the singular, and the use of any gender or tense may be construed to include all genders and tenses.
- G. **Governing Law:** This Agreement shall be governed by and construed according to the law of the State of Michigan, the state in which the Property is located.

20. EXPIRATION OF OFFER: This offer shall expire unless it is accepted by Seller prior to [time] _____ on [date] _____ and may be withdrawn at any time prior to Seller's acceptance.

PURCHASER SIGNATURE: By his signature below, Purchaser makes the forgoing offer to purchase and acknowledges receipt of a copy of this offer.

Witnessed by: _____ Purchaser Signature: _____ Date: _____
 Print Name: Mary Jo DeJulian Print Name: City Of Wvandotte Time: _____
 Date: _____ Purchaser Signature: _____ Date: _____
 Print Name: _____ Time: _____

SELLER ACCEPTANCE: By his signature below, Seller agrees to be bound by and acknowledges receipt of a copy of this Agreement. Seller directs that no further offers be presented after acceptance of this offer.

Witnessed by: Mary Jo DeJulian Seller Signature: [Signature] Date: 09/22/2014
 Print Name: Mary Jo DeJulian Print Name: Walter Krzeczowski Time: 5:15 PM
 Date: 09/22/2014 Seller Signature: _____ Date: _____
 Print Name: _____ Time: _____

By his signature below, Purchaser hereby acknowledges receipt of a copy of Seller's signed acceptance of this Agreement.

Date: _____ Purchaser Signature: _____
 Date: _____ Purchaser Signature: _____

LISTING BROKER Real Estate One
LISTING AGENT Mary Jo DeJulian
AGENT ID# 270903 **OFFICE ID** 329740
PHONE 734 284 5400

SELLING BROKER Real Estate One
SELLING AGENT Mary Jo DeJulian
AGENT ID# 270903 **OFFICE ID** 329740
PHONE (734) 285-5400



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: City Of Wyandotte, Walter Krzeczowski
Print Name(s)

From: Real Estate One, Inc.

Date: 09/22/2014

Property Address: 316 Clark St Wyandotte MI 48192

Real Estate One, Inc. can arrange to provide financing, title insurance, property insurance and closing services through its affiliates, John Adams Mortgage Company, Capital Title Insurance Agency, Inc. and Insurance One Agency, Inc. Real Estate One, Inc. makes this disclosure to give you notice that it has business relationships with these companies. The owner of 100% of issued Class A shares and 46% of issued Class B shares of Real Estate One, Inc. is the beneficial owner of Insurance One Agency, Inc. and John Adams Mortgage Company, of which Capital Title Insurance Agency, Inc. is a whole-owned subsidiary. Because of these relationships, these referrals may provide Real Estate One, Inc. a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. While we recommend obtaining these services from John Adams Mortgage Company, Capital Title Insurance Agency, Inc. and Insurance One Agency, Inc., you are NOT required to use the listed providers as a condition for settlement of your purchase or sale of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

John Adams Mortgage Company

Loan Origination	0% - 5% of loan
Loan Discount Fee	0% - 5% of loan
Underwriting Fee	\$300 - \$450
Appraisal Fee	\$275 - \$450
Credit Report	\$15 - \$55
Processing Fee	\$300
Private Mortgage Insurance	
Initial Premium (if required)	0% - 4.2% of loan
Survey	\$95 - \$225
Flood Certification	\$18
Condominium Questionnaire	\$25 - \$450

Charges may vary depending on whether the property is owner occupied, the loan is VA, FHA or conventional and the amount of the down payment.

(Initials) Seller WK
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(Initials) Buyer _____ / _____
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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee.

A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the Land Division Act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the Condominium Act, 1978 PA 59, MCL 559.104.

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

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

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

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

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

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

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

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

(Initials) Seller DK

(Initials) Buyer _____

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

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

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

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

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

Only the licensee's broker and the named supervisory brokers have the same agency relationship as the licensee named below. If the other party in a transaction is represented by a salesperson licensed with Real Estate One, Inc. or any of the other Real Estate One Family of Companies, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

Licensee Disclosure (Check One)

- Seller's Agent
- Buyer's Agent (requires a signed Buyer's Agency Agreement)
- Dual Agent (applicable only when both buyer and seller have signed Listing and Buyer Agency Agreements with the designated agent(s) named below and have signed a Dual Agency Agreement)
- None of the Above *TRANSACTION COORDINATOR*

This form was provided to the buyer or seller before disclosure of any confidential information.

Mary Jo
 Licensee Mary Jo Pofulian 09/22/2014
 Date

Licensee _____ Date _____

RECEIPT AND ACKNOWLEDGEMENT

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

Signature _____
 Buyer Seller (Check One) Date _____

Walter Krzeczowski
 Signature _____ 09/22/2014
 Buyer Seller (Check One) Date _____

Print Name City Of Wyandotte

Print Name Walter Krzeczowski

Business Phone _____

Home Phone 734 564 9860

Cell Phone _____

Email Address WK48150@YAHOO.COM

Property Address (if any)

316 Clark St Wyandotte MI 48192

ADDENDUM / AMENDMENT - A

This Addendum is part of a Purchase Agreement dated September 22, 2014 between Walter Krzeczowski as Seller(s) and City Of Wyandotte as Buyer(s) for property commonly known as 316 Clark St Wyandotte MI 48192 (the "Purchase Agreement").

For and in consideration of the mutual covenants, conditions, agreements and representations herein set forth, the parties agree to amend the Purchase Agreement as follows:

The Seller, Walter Krzeczowski, and the purchaser, The City Of Wyandotte, acknowledge that Mary Jo DeJulian/Real Estate One is acting as a Transaction Coordinator in this sales transaction.

The Seller, Walter Krzeczowski, agrees to pay Real Estate One/Mary Jo DeJulian \$1000.00 to transact this sale. This fee will come out of the sellers net proceeds at closing.

Mary Jo DeJulian/Real Estate One will order title work through First American Title Insurance Agency located at 22355 West Rd, Woodhaven, MI 48183.

Except as set forth in this Addendum, the Purchase Agreement shall remain in full force and effect in all respects as originally written. In the event of any inconsistencies or conflicts between the terms of this Addendum and the Purchase Agreement, the terms of this Addendum shall govern.

Witness Buyer City Of Wyandotte Date

Witness Buyer Date

Witness Seller Walter Krzeczowski Date 9/22/2014

Witness Seller Date

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: _____, 2014

RESOLUTION by Councilperson _____

October 13,

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 316 Clark in the amount of \$25,000.00 to be appropriated from TIFA Area Funds; AND

BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement; AND

BE IT RESOLVED that William R. Look, City Attorney is authorized to execute closing documents for the purchase of said property on behalf of the Mayor and City Clerk; AND

BE IT FURTHER RESOLVED that the City Engineer is directed to demolish same upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: October 13, 2014

ITEM # _____

2

ITEM: Business Property Lease - 542 Ford Avenue

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City purchased 542 Ford Avenue for \$11,574.15 from the Wayne County Treasurer for non-payment of taxes. After clearing the title, the Wyandotte Braves Baseball Association (Association) has requested to lease the property. The City and the Association has worked cooperatively over the past few years with the Association making many improvements to the ball fields at Pulaski Park. The Association is a non-profit organization whose Mission Statement is:

The Wyandotte Braves Baseball Association is an instructional league where coaches are to emphasize:

- Educating the youth about the skills needed to play the game of baseball and or softball.
- Develop a respect for the rules of the game of baseball and or softball and the basic ideals of teamwork, sportsmanship and fair play.
- Instill honesty, loyalty, courage and reverence in the youths so they may be finer, stronger and happier youths who will grow to become good, clean, healthy adults.
- Guide the youths, showing them how to treat others fairly and equitably.
- Emphasize fun healthy participation and diminish overzealous competitiveness.

The property has been inspected by the City Inspectors and found to be in good condition and could be rented out. The lease requires the tenant to make the necessary repairs identified in the city inspection. The City maintains the ability to redevelopment/reuse the property via a termination provision in the lease that only requires a thirty (30) day notice. The premises will only be used for storage of baseball equipment, to hold meetings, and to hold coaching and umpire clinics.

STRATEGIC PLAN/GOALS: Provide the finest services and quality of life to it residents by:
1. Fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. 2. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods.

ACTION REQUESTED: Approve the lease agreement for 542 Ford Avenue between the City and the Wyandotte Braves Baseball Association

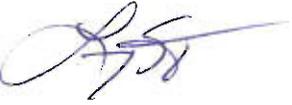
BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Engineering Department will coordinate the lease agreement.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: 1. Business Property Lease – 542 Ford Avenue

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 13, 2014

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Administrator regarding the City owned property located at 542 Ford Avenue is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to lease the property at 542 Ford Avenue to the Wyandotte Braves Baseball Association for the amount of \$1.00; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Lease as presented to Council on October 13, 2014.

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	_____

BUSINESS PROPERTY LEASE

THIS LEASE is made on October , 2014, between City of Wyandotte, 3200 Biddle Avenue, Wyandotte, Michigan, as Landlord, and Wyandotte Braves Baseball Association, 2014 5th Street, Wyandotte, Michigan, as Tenant, and the parties agree as follows:

DESCRIPTION (1) Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant the premises situated in the City of Wyandotte, County of Wayne, State of Michigan to wit:

Commonly Known As: 542 Ford Avenue

TERM
RENT

(2) The term shall begin on October , 2014, and will end on October , 2015. The total rent shall be One (\$1.00) Dollar, payable upon execution, at 3200 Biddle Avenue, Wyandotte, Michigan 48192. **THE LANDLORD MAY TERMINATE THIS LEASE FOR ANY REASON UPON PROVIDING 30 DAYS WRITTEN NOTICE TO THE TENANT.**

DEFAULT

(3) If Tenant shall default under the terms of this lease, it shall cure said default within thirty (30) days of written notice from the Landlord. If Tenant fails to cure within the time required, Landlord may terminate this lease.

ASSIGNMENT AND
SUBLETTING

(4) Tenant shall not assign this lease or mortgage or sublet any portion of the premises without prior written consent of Landlord. Any such assignment, mortgage or subletting without consent shall be void and shall give Landlord the right to terminate this lease and reenter and repossess the leased premises.

TAXES

(5) In addition to the rent to be paid, Tenant shall pay to Landlord or Landlord's authorized agent, the property taxes assessed against the leased premises by the local taxing authorities if required by law. Landlord shall present an annual statement to Tenant enumerating the property tax assessed against the leased premises, which shall be paid by Tenant to Landlord within thirty (30) days of transmittal. Failure of Tenant to honor and remit payment within 30 days shall be a breach of the lease agreement which will entitle Landlord to seek repossession by summary proceedings, as well as money damages.

BANKRUPTCY AND
INSOLVENCY

(6) Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if Tenant shall be declared bankrupt or insolvent or any receiver be appointed for the business and property of Tenant, or if any assignment shall be made of Tenant's property for the benefit of creditors, then this lease may be canceled at the option of Landlord, unless adequate assurance of performance is provided by tenant to landlord's satisfaction, and affirmation is in strict conformance with the Federal Bankruptcy Code.

(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.

USE AND
OCCUPANCY

(8) The premises shall be used and occupied as storage for baseball equipment, to hold meetings, and to hold coaching and umpire clinics and for no other purpose without the written consent of Landlord and Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation or which will increase the existing rate of insurance upon the property or cause cancellation of insurance covering the property. On any breach of this agreement Landlord shall have the option to terminate this lease forthwith and reenter and repossess the leased premises. Tenant is responsible to complete city-required repairs per city inspection.

If as a matter of law the premises may not be used for the purposes stated in this lease, then the lease shall be terminated and Tenant will vacate the premises.

INSURANCE

(9) Tenant, at Tenant's expense, shall maintain public liability insurance including bodily injury and property damage insuring Tenant and Landlord with coverage as requested by Landlord. Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as additional insured. The Certificate shall provide for a thirty-day written notice to Landlord in the event of cancellation or material change of coverage.

Tenant agrees to pay as additional rent any increase in premiums for insurance that are charged during the term of this lease on the amount of insurance now carried by Landlord related to the premises and improvements thereon, resulting from the activities of Tenant or others on the premises during the term.

To the maximum extent permitted by insurance policies which may be owned by Landlord or Tenant, Tenant and Landlord, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

FIRE
by fire

(10) It is understood and agreed that if the premises are damaged or destroyed in whole or in part or other casualty during the term, Landlord may terminate this lease.

REPAIRS

(11) Tenant agrees to keep in good order and repair the roof and the four outer walls of the premises together with the doors, door frames, the window glass, window casings, window frames and windows, or any attachment thereto or attachments to said buildings or premises used in connection therewith.

TENANT TO
INDEMNIFY
liability for

(12) Tenant agrees to indemnify, represent, defend and hold harmless the Landlord from any damages to any person or property in, on or about said leased premises from any cause whatsoever and to provide liability insurance in an amount and form as required by the Landlord and to name the Landlord as an additional insured party.

REPAIRS AND
ALTERATIONS/
CARE OF PREMISES

(13) Tenant further covenants and agrees that Tenant will, at Tenant's 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, fire, explosion or other casualty excepted. Tenant shall not make any alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of Tenant, shall be the property of Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease.

Tenant is responsible for repairing and keeping in good working order all utilities to the premises including all appurtenances thereto.

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 Tenant's control (including adjoining drives, streets, alleys, or yard) clean and free from rubbish, dirt, snow and ice at all times. If Tenant shall not comply with these provisions, Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the side walks cleaned, in which event Tenant agrees to pay all charges that Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said charges shall be paid to Landlord by Tenant as soon as the bill is presented and Landlord shall have the same remedy as is provided in Paragraph 3 of this lease in the event of Tenant's failure to pay.

The Tenant shall at Tenant's 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.

EMINENT
DOMAIN

(14) If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation, this lease shall, as to the part taken, terminate as of the date of the condemnor acquires possession, and thereafter Tenant shall be required to pay such proportion of the rent for the remaining terms as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided however, that Landlord may at Landlord's option, terminate this lease as of the date the condemnor acquires. In the event that the demised premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this lease shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to Landlord, and Tenant shall not be entitled to any part thereof except any amount awarded to Tenant for Tenant's trade fixtures or moving expenses.

RESERVATION

(15) The Landlord reserves the right of free access at all times to the roof of the leased premises and reserves the right to rent the 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 Landlord.

CONDITION OF
PREMISES

(16) Tenant acknowledges that Tenant has examined the leased premises prior to the making of this lease, and know the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by Landlord, or Landlord's agent, which are not herein expressed, and Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.

Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be caused by the acts or omissions of persons occupying adjoining premises or any part of the building of which the leased

premises are a part or for any loss or damage resulting to Tenant or Tenant's property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

RE-RENTING (17) Tenant hereby agrees that for a period commencing 90 days prior to the termination of this lease, Landlord may show the premises to prospective purchasers or 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 "TO RENT" or "FOR SALE" signs.

HOLDING OVER (18) It is hereby agreed that if Tenant holds 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, HEAT, ELECTRICITY (19) Tenant shall promptly pay all charges made against the leased premises for gas, water, heat and electricity during the continuance of this lease, as the charges become due.

ACCESS TO PREMISES (20) Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs necessary Landlord may demand that Tenant make them and if Tenant refuses or neglects forthwith to commence such repairs and complete them within thirty days, Landlord may terminate this lease or Landlord may make such repairs or cause them to be made and shall not be responsible to Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if Landlord makes such repairs or causes them to be made Tenant agrees that Tenant will forthwith on demand pay to Landlord the costs thereof with interest at Five (5%) percent per annum, and if Tenant shall make default in such payment the Landlord shall have the remedies provided in Paragraph 3 hercof.

REENTRY (21) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if the 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 (22) Landlord covenants that Tenant, on payment of all rent due and performing all the covenants herein, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term.

EXPENSES/DAMAGES/ REENTRY (23) If Landlord shall, during the period covered by this lease, obtain possession of the premises by reentry, summary proceedings, or otherwise, Tenant hereby agrees to pay Landlord the expense incurred in obtaining possession of the premises, including reasonable attorney fees, and also all expenses and commissions which may be paid for the letting of the premises, and all other damages.

REMEDIES NOT EXCLUSIVE (24) 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 (25) One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

DELAY OF POSSESSION (26) If Landlord is unable to deliver possession of the premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.

NOTICES (27) Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at the premises, or to Landlord, at 3200 Biddle Ave., Wyandotte, MI 48192, or at such other place as may be designated by the parties from time to time.

HAZARDOUS SUBSTANCES (28) Tenant shall not use, store, or dispose of any hazardous substances upon the premises, except use and storage of such substances if they are customarily used in Tenant's business, and such use and storage complies with all environmental laws and regulations. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any federal or state environmental laws or local regulations or ordinances applicable to the property.

SECURITY DEPOSIT (29) Landlord acknowledges the receipt of Zero Dollars, (\$0) to secure the performance of Tenant's obligations hereunder. Landlord shall not be obligated to apply all or portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the Security Deposit in payment of last month's rent.

(30) The covenants, conditions and agreements herein are binding on the heirs, successors, representatives and assigns of the parties hereto.

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

WITNESSED BY:

LANDLORD:
City of Wyandotte:

Joseph R. Peterson, Mayor

William R. Griggs, Clerk

TENANT
Wyandotte Braves Baseball Association

Stephen Osborne, President

Ronnie L. Rose, Secretary

STATE OF MICHIGAN

COUNTY OF WAYNE ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Joseph R. Peterson, William R. Griggs, Stephen Osborne and Michele Ososkie in their official capacity as identified above.

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

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

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



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

3

MEETING DATE: October 13, 2014

AGENDA ITEM # _____

ITEM: Sale of the former 528 Poplar (17.5' x 140')

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 10-8-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property was purchased and demolished with TIFA funds. Recommendation is to sell 17.5 feet of this property to the adjacent property owner at 524 Poplar, James Gilewski, for the amount of \$875.00 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 52.50' x 140'.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Drysdale*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *DL/GK*

LIST OF ATTACHMENTS: Sales Agreement, property map and Resolution for the Policy for the Sale of Non-Buildable Lots.

William R. Look
Steven R. Makowski

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

Richard W. Look
(1912-1993)

PURCHASE AGREEMENT

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

The east 17.5 feet of Lot 14 Wyandotte Land Co., Subdivision as recorded in Liber 37 Page 38 of Plats, Wayne County Records being known as part of the former 528 Poplar Street, and to pay therefor the sum of Eight Hundred Seventy Five Dollars & 00/100 (\$875.00) 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
PROMISSORY NOTE/MORTGAGE SALE**

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of <u>\$875.00 plus closing costs to be determined at closing</u> shall be paid to the Seller when the above described property is sold, refinanced, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property and the adjacent property currently owned by Purehaser. Purchaser is responsible to pay for the reording costs of the mortgage and discharge of mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. Should this property or the property at <u>524 Poplar, Wyandotte, MI</u> be foreclosed on by any Financial or County Entity this property shall be returned to the Seller.
Evidence of Title	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, hearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	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 upon notification that Seller is ready to close. 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.
Purchaser's Default	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Seller's Default	
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____ If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY she sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ 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.
Taxes and Prorated Items	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.
Broker's Authorization	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 Broker is hereby authorized to make this offer and the deposit of N/A Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

The closing of this sale shall take place at the office of _____ . 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: Contingent upon the following: 1. City Council approval, 2. Seller agrees, at closing, to combine this property with property currently owned by Purchaser known as 524 Poplar. 3. Purchaser will be responsible for closing fees including, but not limited, to engineering & tax mapping services of Wayne County in the amount of \$150.00, title premium and recording fees. Closing fees will be included into the Promissory Note/Mortgage amount. Further, a deed restriction will be placed on the deed which will indicate that if the property at 524 Poplar is foreclosed on by any entity the property being purchased under this Agreement will revert back to the City of Wyandotte. Property is being purchased in an "as is" condition.

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

IN PRESENCE OF:

James Gilewski L.S.
James Gilewski Purchaser

Purchaser

Dated _____

Address 524 Poplar, Wyandotte, MI 48192
Phone: (313) 363 0583

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____
Phone _____ By: _____
This is a co-operative sale on a _____ basis with _____

Broker

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

Joseph R. Peterson, Mayor L.S.
Joseph R. Peterson, Mayor Seller

L.S.
William R. Griggs, City Clerk Seller
Address 3200 Biddle Ave., Wyandotte

Phone 734-324-4555

Dated: _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____ L.S.
Purchaser

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



524 Poplar - LOT 15 WYANDOTTE LAND CO. SUB, PART OF N 1/2 OF SEC 29 T3S R11E L37 P38 WCR

528 Poplar - THE E 17.5 FT OF LOT 14 [WYANDOTTE LAND CO. SUB, PART OF N 1/2 OF SEC 29 T3S R11E L37 P38 WCR

532 Poplar - LOT 13 ALSO THE W 17.5 FT OF LOT 14 [WYANDOTTE LAND CO. SUB, PART OF N 1/2 OF SEC 29 T3S R11E L37 P38 WCR – City sold 17.5 feet to this property on July 22, 2009.

POLICY FOR THE SALE OF NON-BUILDABLE LOTS

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 11, 2012.

JOSEPH R. PETERSON
MAYOR
RESOLUTION

Marjorie Griggs
2442-9th Street
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda
Supported by Councilman Todd M. Browning

RESOLVED by the City Council that the communication from Marjorie Griggs, 2442-9th Street, Wyandotte relative to the purchase of adjacent property is hereby received and placed on file. AND BE IT FURTHER RESOLVED that the City Engineer's office is directed to offer for sale all non-buildable lots at the cost of \$50.00 per front foot and to permit the purchase to be made by deferred payment. This resolution applies to any pending sales that have not yet closed.

YEAS: Councilmembers Browning DeSana 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 September 10, 2012.

William R. Griggs
William R. Griggs
City Clerk

CC: City Engineer, City Assessor

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: October 13, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council approves the Purchase Agreement to sell 17.5 feet of the former 528 Poplar to the adjacent property owners at 524 Poplar, James Gilewski, for the amount of \$875.00; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: October 13, 2014

AGENDA ITEM # 4

ITEM: Leave of Absence Request of Peter Taormina

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski - 10-8-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Under Article 11.1 of the Agreement between the City of Wyandotte and American Federation of State, County and Municipal Employees (AFSCME) Local #894 which states,

“A regular employee may be granted, at the discretion of the City Council, a leave without pay for any of the following reasons, except that in the case of physical or mental disability of the employee, the Council shall grant approval for a leave of absence without pay upon written recommendation of the City Engineer to the City Council and in accordance with the terms of the federal Family and Medical Leave Act, where application:

- A. Physical or mental disability of the employee.
- B. Election or appointment to any public office, except to the office of Mayor and Councilman in the City of Wyandotte
- C. Reasons sufficient in the opinion of the Council to warrant such leave of absence.”

On July 21, 2014, the Council granted a Leave of Absence to Mr. Peter Taormina which is due to expire on November 1, 2014. Mr. Taormina is requesting his leave of absence be extended. I recommend his leave be extended an additional six (6) months to May 1, 2015, in accordance with Item A above.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Concur with the City Engineer to approve the request for leave of absence by Peter Taormina.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Authorize leave of absence to Peter Taormina.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *sdysdale*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *D/g*

LIST OF ATTACHMENTS: Letter from Peter Taormina

Peter Taormina
525 St. Johns
Wyandotte, Michigan 48192

October 15, 2014

Mark A. Kowalewski, City Engineer
City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mr. Kowalewski:

I am requesting an additional six (6) month extension to my leave of absence. This leave is due to my neck injury.

Very truly yours,

Peter Taormina

Pete Taormina

10-2-14

Thank you

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 13, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY MAYOR AND CITY COUNCIL that the request for a leave of absence until May 1, 2015, for Peter Taormina is hereby approved.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

5

MEETING DATE: October 13, 2014

AGENDA ITEM # _____

ITEM: City Purchasing 1251 6th Street, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 10-8-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property is blight on the neighborhood and is need of extensive repairs. The Engineering Department has negotiated a sales price of \$20,000. The property information is as follows:

Lot Size: 65' x 101'

Demolition Cost Estimated at: \$5,000.00

2014 SEV: \$27,811

Market Value: \$55,622

2013 Taxes: \$1,450.49

A new home could be constructed on this property.

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

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

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

IMPLEMENTATION PLAN: Mayor and City Clerk execute the Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Shayda*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *[Signature]*

LIST OF ATTACHMENTS: Purchase Agreement and Map

William R. Look
 Steven R. Makowski

Richard W. Look
 (1912-1993)

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the Wyandotte County, Michigan, described as follows:
 North 15 feet of Lot 70 and 71 also south 20 feet of Lot 72 T. H. Welch's Ford Park Sub. Liber 36, Page 22 WCR

City
 Township of
 Village

being known as 1251 6th Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit if any, now on the premises, and to pay therefore the sum of Twenty Thousand (\$20,000.00) 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: A

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

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

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

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
	8. It is understood that this offer is irrevocable for 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.
Broker's Authorization	9. The seller is hereby authorized to accept this offer and the deposit of <u>0</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

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

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

The closing of this sale shall take place at the office of _____. 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. Contingent upon City Council approval, 2. Seller agrees not to enter into any third party agreements including with any telecommunications companies wishing to install equipment on said property prior to closing**

City of Wyandotte:

IN PRESENCE OF:

JOSEPH R. PETERSON, Mayor L. S. *Purchaser*

WILLIAM R. GRIGGS, Clerk L. S. *Purchaser*

Address _____

Dated _____ Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____ Broker

Phone _____ By: _____

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

IN PRESENCE OF:

Nancy Skok L. S. *Seller*

B-G 282K L. S. *Seller*

Address 5665-11-215-2
MANISTIQUE, MI. 49854
 Phone 1-906-286-0334 Cell 283-1500 Home _____

Dated: 10-03-2014

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

_____ L. S. *Purchaser*



1241 6th Street - N 10FT OF LOT 72 ALSO LOT 73 ALSO S 27FT OF LOT 74 T. H. WELCH'S FORD PARK SUB T3S R11E L36 P22 WCR 67 x 101

1251 6th Street - Also, N 15 feet of Lot 70 and LOT 71 ALSO S 20 FT OF LOT 72 T. H. WELCH'S FORD PARK SUB T3S R11E L36 P22 WCR 65 x 101

1271 6th - LOTS 68 AND 69 ALSO S 15 FT OF LOT 70 - - - T. H. WELCH'S FORD PARK SUB T3S R11E L36 P22 WCR - K - 75.31 75 x 101

**CITY OF WYANDOTTE
ENGINEERING DEPARTMENT**

✳ ACQUISITION ANALYSIS TOOL

A. Property Information

Address: 1251 6th Street
 City: Wyandotte Zip: 48192 Parcel ID # 57-006-01-0072-00
 County: Wayne Neighborhood:
 TIFA/DDA/HUD: TIFA

B. Property Type, Condition and Characteristics

Property Type: Condition: Blighted
 Existing/Prior Use: Residential Lot Size: 65' x 101'
 Year Built: 1925
 Occupancy: Vacant
 Zoning: Residential
 Master Plan:
 Comply with existing Building Code:
 Other Amenities &/or Concerns: single family

C. Property Ownership

Ownership Type: Privately-owned
 Owner Name: Nancy Skok
 Occupied or Vacant: vacant

D. Environmental

Environmental Assessment Required
 Estimated Cost \$ -

E. Cost Analysis Requirements

SEV	Taxable	Market Value	Taxes Paid	Purchase Price	Demolition Cost
\$27,811	\$27,811	\$55,622	\$1,450	\$ 20,000.00	\$ 5,000.00

F. Anticipated End Use

Future Use: Sell for the construction of a new single family home

	Future SEV	Future Taxable	Future Market Value	Future Taxes	NEZ Future Taxes
	\$63,300	\$63,300	\$126,600	\$3,253	no

Benefit to Neighborhood: removing blight from the neighborhood
 If Property is not being demolished assigned to:
 Add to City Insurance Policy

G. ACQUISITION

Purchase Agreement:	Amount
	\$ 20,000.00
Demolition Cost	\$ 5,000.00
Environmental	\$ -
Total	\$ 25,000.00

H. APPROVALS

City Engineer: *Mark A. Kowalewski*
 Signature: Mark A. Kowalewski City Engineer
 Print Name: Title
 City Administrator: Todd A. Drysdale
 Signature: Todd A. Drysdale City Administrator
 Print Name: Title

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 13, 2014

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 1251 6th Street in the amount of \$20,000.00 to be appropriated from TIFA Area Funds; AND

BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement; AND

BE IT RESOLVED that William R. Look, City Attorney is authorized to execute closing documents for the purchase of said property on behalf of the Mayor and City Clerk; AND

BE IT FURTHER RESOLVED that the City Engineer is directed to demolish same upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

Show Cause
Hearing
10/13/2014

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

October 7, 2014

RESOLUTION

Mark A. Kowalewski
City Engineer
3200 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda
Supported by Councilman Donald Schultz

RESOLVED by the City Council that the Show Cause Hearing for 446 Pine is hereby HELD IN ABEYANCE for one (1) week; (October 13, 2014) for necessary legal documents to be produced relative to 446 Pine as set forth in the Council Resolution dated September 16, 2014.

YEAS: Councilmembers Fricke Miciura Sabuda Schultz 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 October 6, 2014.

William R. Griggs
William R. Griggs
City Clerk

CC: Christine Kraft 9215 Byromar Lane, Grosse Ile, Michigan 48138, Department of Legal Affairs

"AN EQUAL OPPORTUNITY EMPLOYER"

SHOW Cause Hearing

BACKUP
info

OFFICIALS

William R. Grigg
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

September 16, 2014

Mark A. Kowalewski, City Engineer
3200 Biddle Avenue
Wyandotte, Michigan 48192

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

RESOLVED by the City Council that;

1. Pursuant to the request of Christine Kraft, the Show Cause Hearing for 446 Pine street is adjourned to October 6, 2014, at 7:00 p.m. at Wyandotte City Hall.
2. BE IT FURTHER RESOLVED that if the property at 446 Pine is solely in the name of Lillian Kraft, then written proof of Letters of Authority issued by the Probate Court must be provided to the City Council on October 6, 2014; establishing the Legal Representative for said property.
3. BE IT FURTHER RESOLVED that if the property at 446 Pine Street is owned by a Legal Trust, then a written certificate of trust shall be presented to the City Council by October 6, 2014 establishing who the current trustee is for said trust, and;
4. BE IT FURTHER RESOLVED that all required outside repairs and maintenance for the structures at 446 Pine Street referenced in work order # WF0479925 (on file with the City Engineer's Office) be completed prior to October 6, 2014 and that a reinspection be arranged for 446 Pine by the Legal Representative of 446 Pine Street with the City Engineer prior to October 2, 2014 so that the findings may be submitted to the Show Cause Hearing on October 6, 2014, and;
5. BE IT FURTHER RESOLVED that the Legal Representative for 446 Pine Street shall execute a multi-listing agreement for 446 Pine Street and present written proof of said listing at the Show Cause Hearing on October 6, 2014.

YEAS: Councilmembers Fricke 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 September 15, 2014.


Maria Johnson
Deputy City Clerk

CC: Christine Kraft 9215 Byromar Lane, Grosse Ile, Mi 48138, Department of Legal Affairs

Wyandotte, Michigan October 6, 2014

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

ROLL CALL

Present: Councilpersons Fricke, Miciura, Sabuda, Schultz, Stec

Absent: Councilperson Galeski

COMMUNICATIONS MISCELLANEOUS

September 25, 2014

Dear: Mayor And City Council

The Polish Army Veterans Association of America, Post 95 in Wyandotte, would like to take this opportunity to invite you in participating in honoring General Kazimierz (Casmir) Pulaski during "Pulaski Day".

The celebration will take place on Sunday, October 12, 2014, at 12 noon, at Our Lady of Mount Carmel Church. The Church is located at the corner of 10th Street and Superior in Wyandotte. Immediately following the church services, guests will congregate in the church parking lot, for a procession to Pulaski Park, where further ceremonies will be held. Pulaski Park is located on 12th Street, between Cedar and Walnut in Wyandotte.

We invite you to join us in celebrating this special hero.

P.S. Please let all parties know. Police, Fire, DPW. Departments

P.S.S. Please let the police department know that we need a police escort to Pulaski Park at 1:00 pm .at church services.

Sincerely,

Kazimierz Szymczuk, Commander, PAVA Post 95
Janina Witczak, President Ladies Aux. PAVA Post 95

September 30, 2014

Mayor & City Councilmembers 3200 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor and Councilmembers:

We are requesting to solicit on the corner of Eureka and Biddle on Friday, October 10, 2014 and Saturday, October 11, 2014 from 12:00 noon to 6:00 p.m. The funds shall be used for the MDA Tootsie Roll Drive that we hold each year.

Sincerely yours,

David Kowalsky, Grand Knight
Knights of Columbus Council #13607

PERSONS IN THE AUDIENCE

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

October 2, 2014

Mayor and City Council, 3200 Biddle Avenue
Wyandotte, MI 48192

RE: Response to Letter from Bernadette Gosselin 2752 9th Street dated September 8, 2014 regarding Street Lighting on 9th Street between Oak and Superior Blvd

Dear Mayor and City Council:

I have reviewed the street lighting on 9th Street between Oak and Superior Blvd. as was requested and the following corrective actions were taken on Thursday, October 2, 2014:

o Tree Trimming – The existing light fixtures were partially blocked by tree branches which contributed to less light being delivered to the necessary areas. These branches were trimmed to allow all light from each fixture to be delivered unimpeded.

Installation of LED bulbs – Each of the existing street lights was re-lamped with a LED bulb that will provide brighter light to the area than the existing bulbs.

I feel that these corrective actions will rectify the issues brought forth to your attention however I will continue to monitor the area and take further corrective action if necessary.

Sincerely,
Rod Lesko – General Manager
City of Wyandotte – Department of Municipal Services

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: October 6th, 2014 AGENDA ITEM #4

ITEM: Department of Recreation Yack Arena Rental Contract

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: On May 1 & 2, 2015, the John Paul II/St. Vincent Pallotti Spring Fling would like to return to the Yack Arena. This annual festival is sponsored by the St. Vincent Pallotti Parish for the benefit of John Paul II Elementary School. The festival is a family friendly event with games and activities for children, as well as Vegas games, live entertainment, etc. for the adults. This is a two day rental (Friday/Saturday) that generates revenue through fees associated with renting the building: arena, tables, chairs, kitchen, dumpster, advertising, and extra staffing.

STRATEGIC PLAN/GOALS: To provide the finest services and quality of life by hosting the 10th Annual Spring Fling and to generate revenue through the continued use of Yack Arena during the off-ice season.

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the attached contract for the 2015 Spring Fling.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: In 2014, this two day rental brought in total revenue of \$4400.00 into account 101-000-654-020

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal Affairs

MAYOR'S RECOMMENDATION: Lawrence S. Stec

LIST OF ATTACHMENTS:

1. Copy of Arena Rental Contract
2. Copy of Harmless Agreement
3. Listing of Yack Arena Rental Fees

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: October 6th, 2014 AGENDA ITEM #5

ITEM: Special Event Application – RHS Downriver Fanfare

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: The Roosevelt High School Downriver Fanfare event will be held October 7th here in the City of Wyandotte. The group would like to request the following items from the times of 4 pm to 10 pm, October 7th 2014:

Permission to close Maple Street between 5th and 7th Streets
 Permission to close 5th Street from Eureka to Maple
 Permission to close the alley behind the Auto Shop
 Overflow parking to use the Chase Bank parking lot located next to the Yack Arena

This event has been reviewed and approved by the Police Chief, Fire Chief, Recreation Superintendent and DPS Superintendent pending the signing of a hold harmless agreement by the School District representative. It is also requested that there be access for emergency vehicles available on the above listed streets and alleys.

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 Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held October 7th.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysedale

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

MAYOR'S RECOMMENDATION: Lawrence S. Stec

LIST OF ATTACHMENTS

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: October 6th, 2014 AGENDA ITEM #6

ITEM: Trick or Treat Downtown Wyandotte

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: The Downtown Development Authority and my office are currently planning the 2014 Trick or Treat Event scheduled for October 24th 2014 from 6 to 8 pm. This event was previously organized by the Wyandotte Business Association, but will now be organized by my office in coordination with the DDA Office. We are asking permission to utilize city property and sidewalks downtown Biddle Avenue for this special event.

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

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

ACTION REQUESTED: Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson or William Griggs, City Clerk to sign the attached contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

Funds to be taken from the 2014 Special Event Misc. Account as well as the DDA Expense Account.

IMPLEMENTATION PLAN: Contracts to be signed by Mayor Joseph R. Peterson and William Griggs, City Clerk to be returned to Heather A. Thiede for implementation.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECONIMENDATION: N/A

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Lawrence S. Stec

LIST OF ATTACHMENTS

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: October 6th, 2014 AGENDA ITEM #7

IfEM: Zapplication Renewal Agreement

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you are aware, the Special Event Office is in the process of organizing the 2015 Wyandotte Street Art Fair. Please find the attached contract renewal agreement for ZAPPLICATION for the 2015 Wyandotte Street Art Fair. We had a major increase in artist applications for the 2010 through 2014 shows and feel that the online application process will continue to develop and promote our show for the future.

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

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

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

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

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

MAYOR'S RECOMMENDATION: Lawrence S. Stec

LIST OF ATTACHMENTS

Zapplication Renewal Agreement

**CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: October 6th, 2014 AGENDA ITEM #8**

ITEM: Neighborhood Enterprise Zone (NEZ) for former 360-366 Cherry/3535 4th Street now known as 364 Cherry, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer

BACKGROUND: This property was listed for sale in accordance with the City's specifications for Build a Future in Wyandotte. City Council approved the sale of this property on September 29, 2014, the Purchasers, Mr. and Mrs. Ferraiuolo are requesting Your Honorable Body support issuing a Neighborhood Enterprise Zone (NEZ) exemption certificate for the home being construction on this lot. This request is consistent with the Resolution adopted December 7, 1992.

STRATEGIC PLAN/GOALS: We are committed to enhancing the community's quality of life by: 1. Fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. 2. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods. 3. Fostering the maintenance and development of stable and vibrant neighborhood.

ACTION REQUESTED: Adopt a resolution concurring with recommendation to approve the NEZ application subject to the proper application materials being submitted to the City and the project's compliance with the NEZ Act, Act 147 of 1992, as amended.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Forward Resolution to and application to Michigan Department of Treasurer

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: LS

LIST OF ATTACHMENTS:

Resolution Establishing NEZ Zone
Application for Neighborhood Enterprise Zone Certificate

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: October 6th, 2014 AGENDA ITEM #9

ITEM: Leave of Absence Request of Giacomo Sclafani

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Under Article 11.1 of the Agreement between the City of Wyandotte and American Federation of State, County and Municipal Employees (AFSCME) Local #894 states,

"A regular employee may be granted, at the discretion of the City Council, a leave without pay for any of the following reasons, except that in the case of physical or mental disability of the employee, the Council shall grant approval for a leave of absence without pay upon written recommendation of the City Engineer to the City Council and in accordance with the terms of the Federal Family and Medical Leave Act, where application:

Physical or mental disability of the employee.

Election or appointment to any public office, except to the office of Mayor and Councilman in the City of Wyandotte

Reasons sufficient in the opinion of the Council to warrant such leave of absence."

Mr. Sclafani was granted a leave of absence on April 14, 2014, which is due to expire on October 10, 2014. Mr. Sclafani is requesting his leave of absence be extended. I recommend his leave be extended an additional six (6) months to April 10, 2015, in accordance with Item A above.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Concur with the City Engineer to approve the request for extending the leave of absence by Giacomo Sclafani.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Authorize extending the leave of absence to Giacomo Sclafani.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Letter from Giacomo Sclafani

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: October 6th, 2014 AGENDA ITEM #10

ITEM: Leaf Collection Schedule for 2014

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Attached is the 2014 Leaf Collection Schedule for the City. All leaves should be at the curb the Monday of each week indicated. We are requesting residents avoid parking on the street during their weeks of leaf collection. We also request residents DO NOT place any corn stalks, pumpkins or garden debris in the street during leaf collection. Those items can be recycled at the Drop-Off Recycling Center.

Further, leaves can be dropped-off at the Recycling Center. The Recycling Drop-off Center hours are Monday thru Friday 8:00 a.m. to 5:30 p.m. and Saturday 8:00 a.m. to 4:00 p.m., Sunday 12:00 p.m. to 4:00 p.m. Closed Holidays. There will be extended hours during the month of November with the Recycling Center remaining open until 6:00 p.m. on Saturday and open on Sunday at 10:00 a.m. and close at 4:00 p.m.

STRATEGIC PLAN/GOALS: The City is committed to protect and manage our natural resources vigorously by managing our natural resources, river and creeks, wildlife, and parks wisely. They are precious to us and by careful stewardship they may be enjoyed by future generations

ACTION REQUESTED: Adopt Resolution to concur with schedule.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Post notice on City's website and in News Herald.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: LS

LIST OF ATTACHMENTS: 2014 Leaf Collection Schedule

CITIZENS PARTICIPATION:

None

RECESS

RECONVENING

ROLL CALL

Present: Councilpersons Fricke, Miciura, Sabuda, Schultz, Stec

Absent: Councilperson Galeski

HEARINGS

SHOW CAUSE HEARING AS TO WHY THE DWELLING AT
446 PINE STREET WYANDOTTE, MICHIGAN
SHOULD NOT BE DEMOLISHED, REMOVED OR OTHERWISE MADE SAFE

Lou Parker, work not completed as requested.

Ms. Kraft present.

Held in abeyance for one week.

RESOLUTIONS

Wyandotte, Michigan October 6, 2014

RESOLUTION by Councilperson Leonard Sabuda

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

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

Wyandotte, Michigan October 6, 2014

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the communication from PAVA Post 95 relative to PULASKI DAY is hereby received and placed on file. AND BE IT FURTHER RESOLVED that said request for assistance with same on Sunday, October 12, 2014 at 12:00 noon at Our Lady of Mount Carmel church be hereby APPROVED including a Police escort from the Church to Pulaski Park at 1:00 p.m. AND FURTHER the Fire Department and Department of Public Service be notified.

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

Wyandotte, Michigan October 6, 2014

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the communication from David Kowalsky, Grand Knight, Knights of Columbus, Council # 13607 relative to solicitation for MDA in the form of a Tootsie Roll Drive is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council APPROVES said request to solicit on the corner of Biddle and Eureka on Friday, October 10, 2014 and Saturday, October 11, 2014 from 12:00 noon to 6:00 p.m. provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs.

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

Wyandotte, Michigan October 6, 2014

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the response to the request of Bernadette Gosselin, 2752-9th Street and others relative to the lack of street lights on 9th between Oak and Superior from the General Manager of Municipal Service is hereby received and placed on file. AND BE IT FURTHER RESOLVED that a copy of the General Managers letter be forwarded to Mrs. Gosselin.

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

Wyandotte, Michigan October 6, 2014

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that Council CONCURS with the recommendation of the Superintendent of Recreation and hereby APPROVES the Benjamin F. Yack Recreation Center Rental Contract in the amount of \$1,300 per day including any extra associated rental costs, payable in full upon completion of the event as stipulated in the Contract, for the John Paul II Catholic School Spring Fling Festival to be held at the Yack Arena on May 1st and May 2nd, 2015. AND BE IT FURTHER RESOLVED that Council hereby authorizes the Mayor and City Clerk to sign said contract.

I move the adoption of the foregoing resolution.
 MOTION by Councilperson Leonard Sabuda
 Supported by Councilperson Donald Schultz
 YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec
 NAYS: None

Wyandotte, Michigan October 6, 2014

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that Council receives and places on file the communication from the Special Events Coordinator relative to the request of the Roosevelt High School to hold their Downriver Fanfare event on October 7, 2014 from 4:00 p.m. to 10:00 p.m. and APPROVES the following requests:

1. Permission to close Maple Street between 5th and 7th Streets
2. Permission to close 5th Street from Eureka to Maple
3. Permission to close the alley behind the Auto Shop
4. Permission to utilize the Chase Bank parking lot located next to the Yack Arena for overflow parking.

AND BE IT FURTHER RESOLVED that the Police, Fire and the Superintendent of Recreation and Superintendent of DPS be notified to coordinate same. AND FURTHER that a Hold Harmless Agreement be executed as prepared by the Department of Legal Affairs.

I move the adoption of the foregoing resolution.
 MOTION by Councilperson Leonard Sabuda
 Supported by Councilperson Donald Schultz
 YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec
 NAYS: None

Wyandotte, Michigan October 6, 2014

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the communication from the Special Events Coordinator relative to DOWNTOWN "TRICK OR TREAT" to take place on October 24, 2014 from 6:00 p.m. to 8:00 p.m. is hereby received and placed on file.

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

Wyandotte, Michigan October 6, 2014

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that Council CONCURS with the Zapplication Renewal Agreement for the 2014 Wyandotte Street Art Fair as submitted by the Special Events Coordinator and authorizes the expenditure of \$1,000 from the WSAF Expense Account # 285-225-925-730-860 for same. AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda

Supported by Councilperson Donald Schultz

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 6, 2014

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that WHEREAS per a resolution adopted by the Wyandotte City Council on December 7, 1992, it is the policy of the City of Wyandotte to offer 12-year tax abatements for new single family construction in Neighborhood Enterprise Zones within the City of Wyandotte, and WHEREAS the former 360-366 Cherry/3535-4th Street is within the City of Wyandotte's Neighborhood Enterprise Zone # 1 adopted on December 7, 1992; NOW THEREFORE BE IT RESOLVED by the City Council that Council CONCURS with the recommendation of City Engineer as set forth in his communication of October, 6, 2014, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at 360-366 Cherry/3535-4th Street now known as 364 Cherry, subject to the proper application materials being submitted to the City and the project's compliance with the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda

Supported by Councilperson Donald Schultz

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 6, 2014

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the request for a leave of absence submitted by the City Engineer as requested by Mr. Giacomo Sclafani is hereby APPROVED until April 10, 2015.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda

Supported by Councilperson Donald Schultz

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 6, 2014

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the communication from the City Engineer regarding Leaf Collection Service in the City of Wyandotte is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council authorizes the City Clerk to publish said schedule in the Heritage Newspaper; AND BE IT FURTHER RESOLVED that the City request residents to avoid parking on the streets during their weeks of leaf collection. AND BE IT FURTHER RESOLVED that said schedule be placed on Cable and the City website.

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

Wyandotte, Michigan October 6, 2014

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the Show Cause Hearing for 446 Pine is hereby HELD IN ABEYANCE for one (1) week (October 13, 2014) for necessary legal documents to be produced relative to 446 Pine as set forth in the Council Resolution dated September 16, 2014.

I move the adoption of the foregoing resolution.
 MOTION by Councilperson Leonard Sabuda
 Supported by Councilperson Donald Schultz
 YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec
 NAYS: None

Wyandotte, Michigan October 6, 2014

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the City Engineer has expressed a desire to meet in closed session to discuss the acquisition and/or lease of real property. Now, therefore be it resolved that this Body will meet in closed session immediately following the regularly scheduled meeting for the above stated purpose only.

I move the adoption of the foregoing resolution.
 MOTION by Councilperson Leonard Sabuda
 Supported by Councilperson Donald Schultz
 YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec
 NAYS: None

Wyandotte, Michigan October 6, 2014

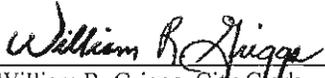
RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the total bills and accounts in the amount of \$327,699.66 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.
 MOTION by Councilperson Leonard Sabuda
 Supported by Councilperson Donald Schultz
 YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec
 NAYS: None

ADJOURNMENT

MOTION by Councilperson Leonard Sabuda
Supported by Councilperson Donald Schultz
That we adjourn.
Carried unanimously
Adjourned at 8:29 PM
October 6, 2014



William R. Griggs, City Clerk

City of Wyandotte
DESIGN REVIEW COMMITTEE
Minutes of the Tuesday, October 7, 2014, Meeting

Member Kowalewski called the meeting to order at 11:30 a.m.

MEMBERS PRESENT: Mark Kowalewski, Robert Benson and Natalie Rankine

MEMBERS ABSENT: Sue Pilon and Norm Walker

ALSO PRESENT: Sheila Johnson, Recording Secretary
Josh Cade, King Cade LLC, Applicant and Owner
Ed Sollars, LTB
Matt Badrak, Badrak Design Group Inc.

APPROVAL OF JULY 1, 2014 MINUTES:

Motion by Member Benson to approve. Member Rankine seconded motion. All Members voted in favor.

REVIEW OF PROPOSED BUILDING DESIGN, DECORATIVE FENCE AND BLOCK WALL AT 2929 BIDDLE AVENUE:

The application as submitted by Josh Cade, King Cade LLC (Applicant and Owner) for the property at 2929 Biddle Avenue, Wyandotte, Michigan has been reviewed and approved. This approval does not include signage or outdoor café. Also, north part of property adjacent to adjoining property line and wall being 70' x 8' is approved with same color brick as proposed within the project. Elevation of knee wall not to exceed 2' between pillars for decorative fence. Decorative fence on Biddle Avenue and 70' x 8' wall to be completed by November 17, 2014. Permit for said work to be obtained by October 14, 2014.

OTHER BUSINESS:

Sign approval for 3037 Biddle Avenue.

MOTION TO ADJOURN:

MOTION BY MEMBER Kowalewski to adjourn the meeting at 12:25 p.m.
Member Rankine seconded motion. All Members voted to adjourn.

RESOLUTION

Wyandotte, Michigan

October 7, 2014

RESOLUTION BY MEMBER KOWALEWSKI

RESOLVED BY THE DESIGN REVIEW COMMITTEE OF THE CITY OF WYANDOTTE,

The proposed building design, decorative fence and block wall as submitted by Josh Cade, King Cade LLC (Applicant and Owner) for the property at 2929 Biddle Avenue, Wyandotte, Michigan has been reviewed and approved. This approval does not include signage or outdoor café. Also, north part of property adjacent to adjoining property line and wall being 70' x 8' is approved with same color brick as proposed within the project. Elevation of knee wall not to exceed 2' between pillars for decorative fence. Decorative fence on Biddle Avenue and 70' x 8' wall to be completed by November 17, 2014. Permit for said work to be obtained by October 14, 2014.

I move the adoption of the foregoing resolution.

Member: Kowalewski

Supported by Member: Benson

Yeas	Members	Nays
x	Benson	
x	Kowalewski	
	Pilon (absent)	
x	Rankine	
	Walker (absent)	

CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION MEETING MINUTES, APPROVED
SEPTEMBER 10, 2014

Members Present: Michael Bozymowski, Andrea Fuller, Noel Galeski, Lisa Lesage, Linda Orta, Bill Summerell, Alice Ugljesa

Members Excused: John Darin, Stephanie Pizzo

Guests: None

1. Call to Order: The meeting was called to order by Alice at 6:02 pm.
2. Reading and Approval of Previous Minutes:
 - a. July 16, 2014 Regular Meeting: Motion was made by Linda, seconded by Lisa, to approve the draft minutes of the July 15, 2014 regular meeting of the Beautification Commission with one correction made on item # 8, striking the words "so we cannot have another one" from the first sentence. The minutes were approved as revised.
 - b. August 13, 2014 Regular Meeting: This meeting was cancelled due to lack of quorum.
3. Approval of Agenda: Motion was made by Linda, seconded by Lisa, to approve this meeting's agenda as submitted. The agenda was approved unanimously.
4. Chairman's Report: The report was deferred.
5. Treasurer's Report:
 - a. FY 2013-2014 YTD Expense Report: Mike distributed the Treasurer's report. Balance of \$2,838.05 as of September 10, 2014. Remaining balance is approximately \$1785.00. Expenses remaining are BCSEM Meeting, Fall Dig-in, Beautification awards, Winter plantings, etc.
 - b. Vietnam Veterans Memorial Landscaping Expense Report: Mike distributed the Vietnam Veteran's Memorial Landscaping Report. Total project expenses were \$5,253.12, which includes \$1478.12 for plants and landscape materials and supplies, and \$3775.00 for an installed sprinkler system.
 - c. BCSEM Quarterly Meeting Registration Report: Mike reported that there were 41 individuals registered for the BCSEM Quarterly Meeting, but only 10 were paid. Expectations are for 50 or more guests.
6. Public Relations and Media Communication Report: There was no report.
7. Community Garden Update: Commissioners were reminded that a Work Day is scheduled for September 13. Commissioners are encouraged to attend.
8. BCSEM Quarterly Meeting Review: The meeting will take place at the Wyandotte Boat Club. Andrea reported that 15 Centerpieces are ordered from Ray Hunter's Florist and Linda will pick them up on Tuesday evening. Alice has tablecloths, John is obtaining coffee and doughnuts, Noel will purchase name tags. We will use our Beautification signs to help with directing our guests to the venue and Andrea will make arrows to add to the signs. Alice will ask Natalie if she would provide some calendars of city events. Alice has asked Fr. Noel O'Connor, Chaplain for Wyandotte Henry Ford Hospital, to do the Benediction prior to lunch. We will request that we set up Tuesday evening at 5:00 pm and arrive Wednesday morning at 8:00 am, to make final preparations.
9. Beautification Award Nominees: Alice reported that we received three nominations through the mail and others are submitted via commissioners. Deadline for submitting nominations is September 17, 2014. Judging will take place, in sub-committee, on Monday, September 22, 2014 at 6:00 pm in the Mayor's Conference Room. The Awards will be presented on Monday, October 6, 2014, at the City Council Meeting.

10. Fall Dig-In: Commissioners were reminded of our annual Fall Dig-In, scheduled for Saturday, September 20, 2014. Mums will be planted. Lisa has requested volunteers from Monroe Bank and Trust and Wyandotte Hospital. Linda and Alice will survey the planting areas to determine where to plant the mums. Mums will be placed in the Arbor hanging baskets by DPS on September 16, 2014. Lisa will pick them up along with four mum plants to be used as decoration for our BCSEM Quarterly Meeting. These mums will be purchased from Telly's of Troy. Alice made a motion, seconded by Mike, that a maximum of \$1,000.00 be spent. The motion was approved unanimously.
11. Winter Hanging Baskets: Alice stated the price has been increased by \$5. Therefore the cost will be \$80.00 per basket. They will be delivered and installed in time for the lighting of the City Christmas Tree and the Thanksgiving Day Parade on November 21 and November 22, 2014.
12. Old Business:
 - a. Vietnam Veterans Memorial: It was decided that bulbs will be planted this fall, as planned. This will complete the commissioned Memorial plantings.
13. New Business:
 - a. City Property Grounds Maintenance: A discussion took place with concerns regarding weeds in many areas and other areas needing special attention throughout the City. The DDA area was not included in this discussion. Noel suggested that a letter be sent to the Mayor and City Council seeking their help. Commissioners may write a letter and present it at a meeting. It would then be reviewed and voted on by the Commissioners.
 - b. Replacement Commissioners: It was reported that two people have shown an interest in becoming Commissioners. One is Ken Bearden, who expressed an interest in being Community Garden Coordinator. It was stated that the Mayor makes all appointments.
14. Next Meeting: The next regular meeting is scheduled for Wednesday, October 8, 2014 at 6:00 pm-8:00 pm in City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.
15. Adjournment: The meeting was adjourned at 8:00 pm.

Respectfully submitted,

Bill Summerell,
Acting Recording Secretary

CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION MEETING MINUTES, DRAFT
OCTOBER 8, 2014

Members Present: John Darin, Chairman, Kenneth Bearden, Michael Bozymowski, Andrea Fuller, Noel Galeski, Bill Summerell, Alice Ugljesa

Members Excused: Lisa Lesage, Linda Orta, Stephanie Pizzo

Guests: John Saymn, Wyandotte Jaycees

1. Call to Order: The meeting was called to order by John at 6:05 pm.
2. Introduction of New Commission Member Kenneth Bearden: John introduced and welcomed Kenneth Bearden to the Beautification Commission. He was appointed on September 15, 2014, replacing former commissioner Denise Donlon, and his term expires April, 2016. Mr. Bearden provided a brief bio for the commissioners.
3. Guest Presentation: John Saymn, Wyandotte Jaycees, was an invited guest. He presented a project proposal to the Commission, proposing to construct a butterfly and pollinator garden on the premises of Bacon Memorial Library. It would measure 10' x 20', 200 sq. ft. There was much discussion regarding type of plantings, funding, maintenance, location on the library grounds, etc. This idea received enthusiastic initial support from the commissioners. Alice made a motion, seconded by Mike, to express the Commission's initial interest in this project and approval for follow-up if the project is feasible. The motion was approved. There was brief discussion regarding extending this butterfly and pollinator garden planting concept to the city welcome signs. Mr. Saymn's idea is to be considered by the Library Board of Directors for formal approval. He will follow-up with the Commission as this idea progresses. Andrea will be his formal contact on the Commission.
4. Reading and Approval of Previous Minutes:
 - a. September 10, 2014 Regular Meeting: After discussion, there were recommended changes made to the language of item 2.a., item 5.b., and item 6. for purposes of clarification. Motion was made by Noel, seconded by Alice, to approve the draft minutes of the September 10, 2014 regular meeting of the Beautification Commission as revised. The revised draft minutes were approved unanimously. John will re-type the minutes to conform to the Commission's standard Meeting Minutes Template format prior to submission to the City Clerk.
5. Approval of Agenda: Motion was made by Mike, seconded by Ken, to approve this meeting's agenda as submitted. The agenda was approved unanimously.
6. Chairperson's Report:
 - a. Documents: John distributed an updated Attendance Log and Contact List for review.
 - b. Nomination of Potential Commission Appointees: John reported that recent conversations with the Mayor's office have resulted in a request from the Mayor that the Beautification Commission offer its recommendation(s) regarding potential Commission appointees. The recommendations would be offered to the Mayor's Office after review and consideration by the Commission of each candidate expressing an interest in the position. The commissioners all welcomed this additional engagement in the appointment process, and will comply with this request going forward.
7. Treasurer's Report: Mike was commended for producing these excellent project reports, and to attending to the details to make these reports highly accurate.
 - a. FY 2013-2014 Year-End Expense Report: Mike distributed the Year-End Expense Report. Balance remaining at fiscal year-end was \$413.06. Mike noted that not all commissioners are requesting reimbursement for out-of-pocket expenses, which would result in a lower ending balance. It was the consensus of the Commission that development of an approved Budget Plan for FY 2014-2015 needs to be placed on the agenda for the November meeting. We will refer to the existing approved Budget Plan as a template for next year's expenses. John will confirm new fiscal year budget recommendations with Natalie. He did not receive a 2014 Funding Request Application, but will reference the 2013 application going forward.

- b. BCSEM Quarterly Meeting Final Expense Report: Mike distributed the Final Expense Report for the BCSEM meeting that the Commission hosted. A total of \$745.50 in revenue was deposited in the Reserve Account, and was applied to the total of \$1,653.24 in expenses. The Commission paid the remaining expenses not covered by the Reserve Account, totaling \$907.74.
 - c. Vietnam Veterans Memorial Landscaping Expense Report: Mike distributed his Final Expense Report for the Vietnam Veterans Memorial Landscape project. Total project expenses were \$5,253.12, which includes \$1478.12 for plants and landscape materials and supplies, and \$3775.00 for an installed sprinkler system.
8. Public and Media Communications: Andrea reported that she is in the process of gathering and posting photos from the Fall Dig-In and Beautification Award recipients on the Commission web site and on our Facebook page.
9. Community Garden Update:
 - a. Upcoming Work Days: It was noted that a Work Day has been scheduled for Saturday, October 18. In addition, the community garden will be closing on Saturday, November 8. All commissioners are encouraged to attend both events.
 - b. Community Garden Coordinator Appointment: John reported that Ken has expressed a strong interest in assuming the duties of the Community Garden Coordinator, including the Work Force Coordinator responsibilities. John recommended that the Commission appoint Ken Bearden as Community Garden Coordinator, effective immediately. Noel made the motion, seconded by Mike. The motion was approved unanimously.
10. Beautification Council of Southeastern Michigan (BCSEM) Quarterly Meeting Update: John thanked the Commissioners for their support and efforts in making this event, which we hosted on September 17th by invitation, a highly successful quarterly regional meeting for the BCSEM. All attendees had very positive comments about all aspects of the event, and the entire event placed the City of Wyandotte in a very favorable light. A special thanks was extended to Andrea for her splendid work in producing the meeting invitation and program.
11. Beautification Awards Presentation Update: Alice reviewed the Beautification Awards presentations from this past October 6th City Council meeting. Each award recipient received a framed Certificate of Appreciation, a static cling Award sticker, and a commemorative lawn sign depicting the work of a local artist.

There were 12 Residences receiving Beautification Awards:

1637 22nd Street
360 Ford Avenue
3738 9th Street
213 Walnut Street
338 Goddard Street
155 Poplar Street
254 Walnut Street
204 Antoine Street
216 Oak Street
634 Vinewood Street
219 Superior Avenue
2095 23rd Street

There were 3 Businesses receiving Beautification Awards:

Bishop Co-Op Apartments, 265 Superior Avenue
Katherine Chambers, 2955 Biddle Avenue
Gregorio's Italian Restaurant, 2356 Biddle Avenue

12. Vietnam Veterans Memorial Landscape Project: Joh reported that Linda informed him that she, Alice, and Lisa are planning to plant 300 bulbs over the next two weeks on the memorial site, per Phase 3 plans. This will conclude the Beautification Commission's work on this commissioned project. We are all very appreciative for this opportunity, and trust that the Vietnam Veterans Committee is pleased with the results. The Committee is encouraged to continue to engage with the Beautification Commission during the Spring Dig-In for re-planting of the service ribbon annual flowers.
13. Fall Dig-In Update: Winter-hardy mums were planted throughout downtown Wyandotte on September 20th, and will look very beautiful when in full bloom. This was a scaled-down but very successful event this year. All who attended were much appreciated.
14. Winter Hanging Baskets Update:
 - a. Hanging Baskets: Alice reported that the winter hanging baskets will be delivered and installed by November 21.
 - b. Free-Standing Planters: Alice distributed pictures of the proposed free-standing hanging basket planter assembly. Each assembly costs \$669.75. We will need evidence in writing of Engineering Department permission for installation of these free-standing planters and approved locations. John will contact Natalie to obtain written permission.
15. Old Business:
 - a. City Property Grounds Maintenance: There was much discussion regarding the poor maintenance of city property through the city. It was the consensus of the commissioners that our concerns need to be effectively communicated to the appropriate city authority for response and follow-up. It is very important to present a well-manicured and attractive city to attract new business owners and residents to our community. John agreed to draft a letter for Commission review at our next meeting.
16. New Business: There was no New Business.
17. Round-Table Reports and Announcements:
 - a. Keep Michigan Beautiful Annual Conference & Awards Program, October 22-23, 2014, Park Place Hotel, Traverse City, MI. John distributed invitations to all.
 - b. Beautification Council of Southeastern Michigan, Winter Quarterly Meeting, Thursday, December 2, 2014, DeCarlo's Banquet Center, Warren, MI. John distributed invitations to all.
 - c. World Cup of Gardening, Belle Isle, June 16-21, 2015. Should be a very exciting horticultural competition.
18. Next Meeting: The next regular meeting of the Beautification Commission is scheduled for Wednesday, November 12, 2014 at 6:00 pm – 8:00 pm in City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.
19. Adjournment: The meeting was adjourned at 8:05 pm.

Respectfully Submitted,

John Darin
Chairman,
Wyandotte Beautification Commission

OFFICIALS

Thomas Woodruff
CITY ASSESSOR

William R. Griggs
CITY CLERK

Todd M. Browning
TREASURER



COUNCIL

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

DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Minutes
Tuesday, September 9th, 2014
Council Chambers, 3200 Biddle Avenue, Suite 300, Wyandotte, MI 48192

MEMBERS PRESENT: John Jarjosa, Gerry Lucas, Greg Gilbert, Anne Madjlinger, Peter Rose, Patt Slack, Leo Stevenson and Norm Walker.

MEMBERS EXCUSED: Mayor Joseph Peterson

OTHER PRESENT: Jason & Amanda D'Herin (owner of 2903 Biddle), Alex Bohl (owner of 142 Maple), Jeremy Sladovnick (owner Joe's Hamburgers) and Dan Cataldo (WBA representative).

PUBLIC COMMENT: Jeremy Sladovnick thanked the board for the \$4,000.00 grant which the DDA awarded for expansion of Joe's Hamburgers. Mr. Sladovnick indicated that his business is doing well since the move. He also noted that his wife's salon: Salon Mischa is celebrating 10 years this year with a Portofino boat ride fundraiser on October 2nd. Proceeds will benefit the Yes Ma'am program at Henry Ford Wyandotte Hospital. Tickets may be purchased at Salon Mischa, 112 Oak Street.

ANNOUNCEMENTS: P. Slack welcomed new board member, Anne Madjlinger to the DDA board. N. Rankine thanked Dr. VanDeHey for his years of service to the DDA board. Ms. Madjlinger will sit on the Design & Promotions Subcommittee.

APPROVAL OF MINUTES AND AGENDA:

Motion by G. Lucas supported by G. Gilbert to approve of the minutes from the August meeting. All in favor, motion carried.

INFORMATION TO RECEIVE AND PLACE ON FILE:

- a. WBA Wine Crawl Plan: Dan Cataldo spoke about the successes and challenges of the Wine Crawl. He also spoke about the upcoming Beer Fest which happens on Friday, September 19th.

Motion by G. Gilbert supported by G. Lucas to receive the WBA Wine Crawl Plan and place on file. All in favor, motion carried.

MONTHLY REVENUE/EXPENDITURE REPORT:

Motion by L. Stevenson, supported by P. Rose to approve of the monthly revenue and expenditure report. Roll Call, all in favor, motion carried.

ONGOING PROJECTS AND BUSINESS:

- a. WBA Update: N. Rankine indicated that the WBA/DDA 2015 Fiscal Year contract was approved by City Council on September 8th. She will see that the contract is signed by the WBA, DDA, Mayor and placed on file with the City Clerk's office.
- b. Oak Street Parking Lot: N. Rankine indicated that the Engineering Department has not completed the revised layout. She said that is highly unlikely that the lot would be constructed this fall. The plan is to re-construct the lot before the Farmers Market opens in May. Once the bids are received, the DDA will then be able to make a determination about how much they want to invest in the reconstruction of the lot.
- c. Farmers Market: N. Rankine spoke about the Farmers Market. The market has 4 more weeks of operation. Events and programming for the upcoming market days include: a baking contest and live music.
- d. Outdoor Cafes: City attorney supplied the DDA with information relative to the inquiry by Mr. Stevenson relative to the DDA's request for addition of outdoor cafés as a requirement for new restaurants in the DDA District.
- e. Hotel Feasibility Study: N. Rankine presented the board with a preliminary copy of the Hotel Study. The final study should be finished next week.
- f. Viaduct: G. Gilbert asked that for the next fiscal year that we request that a representative of the high school present to the board for the next year.
- g. 3061 & 3063 Biddle: Mr. Daly has demolished the adjacent (3063 Biddle) property and is working on asbestos abatement and demolition in the building. The Commercial Facilities Exemption Certificate (CFEC) for the former hotel development was revoked by council at Monday's Council meeting.
- h. 3131 Biddle Avenue: MJC was not awarded the grant from MSHDA for this project. MJC is working toward obtaining funding from the MEDC.

NEW BUSINESS

- a. Grant requests: The DDA grant committee received two grant requests from the new owners of 142 Maple (former Studio 142) and 2903 Biddle Avenue (former Why Not Costume Shop). N. Rankine indicated that there was \$6,500.00 remaining in the Business Assistance account.

142 Maple will be renovated into Lost Lake Distillery and is owned by Alex Bohl. The committee recommended a \$5,000.00 grant for this project.

Motion by L. Stevenson, supported by P. Slack to award a façade grant in the amount of \$5,000.00 from the Business Assistance Account to Jason D'Herin of 142 Maple. Roll Call, all in favor, motion carried.

2903 Biddle Avenue will be restored as it was in the 1940s and is owned by Jason & Amanda D'Herin. The committee recommended a \$5,000.00 grant for this project.

Motion by N. Walker, supported by G. Gilbert to transfer \$3,500.00 from Fund Balance to Business Assistance account number 499-200-925-801 and to award a façade grant in the amount of \$5,000.00 from the Business Assistance Account for Alex Bohl of 2903 Biddle Avenue. Roll Call, all in favor, motion carried.

- b. Business procurement/consultant: N. Rankine spoke about meeting with the futuring committee about this new venture. The subcommittee will meet on September 24th at 8:00 am.
- c. 2015 DDA Guidebook: N. Rankine indicated that letters for the 2015 Guidebook will be mailed next week. The guidebook will be printed before the end of November.
- d. P. Rose asked about how Wyandotte can be included in Pure Michigan ad campaigns. N. Rankine will look into this.

P. Rose said that his father inquired about new trash cans and benches. N. Rankine indicated that the DDA will purchase 8 additional trash cans downtown after the new fiscal year, but that money hadn't been put in the budget for benches. She indicated that this would have to be a future initiative. The committee discussed.

NEXT REGULAR MEETING:

October 14th, 2014

ADJOURNMENT

Motion by G. Lucas, supported by N. Walker to adjourn the meeting, all in favor, motion carried.

A handwritten signature in blue ink, appearing to read "N. Rankine", with a large flourish at the end.