

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION  
MONDAY, OCTOBER 20 TH, 2014 7: 00 PM  
PRESIDING: THE HONORABLE MAYOR -PRO TEM LAWRENCE STEC  
CHAIRPERSON OF THE EVENING: THE HONORABLE SHERI M. FRICKE

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

PRESENTATION:

PRESENTATION BY STEVE TIMCOE  
SUPERINTENDENT OF TELECOMMUNICATIONS  
FOR WYANDOTTE MUNICIPAL SERVICES  
REGARDING THE FAST FORWARD TO  
DIGITAL PROJECT AND TV REBATE PROGRAM

COMMUNICATIONS MISCELLANEOUS:

1. Communication from John E. Daggett, Senior Vice-Commandant, Downriver Marine Corps League regarding the use of a city-owned parking lot to assist in celebrating its 239th Birthday on Monday, November 10, 2014 at the Marine Corps, 1323 Eureka.

PERSONS IN THE AUDIENCE:

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

2. Communication from the Secretary to the Retirement Commission and City Administrator regarding the 2014 Special Supplemental Benefit Payment for retirees and or beneficiaries.

3. Communication from the Special Events Coordinator regarding a Special Event for the Wyandotte Yacht Club.
  
4. Communication from the City Engineer relative to the purchase of property within the City of Wyandotte.
  
5. Communication from the City Engineer submitting a sales agreement for NSP2 Home 655 Vinewood..
  
6. Communication from the City Engineer submitting demolitions bids for 143-149 Bennett.

CITIZENS PARTICIPATION:

FIRST READING OF AN ORDINANCE:

AN ORDINANCE ENTITLED  
 "AN ORDINANCE TO AMEND SEC. 2-245 OF THE  
 CITY CODE OF ORDINANCES ENTITLED "SPECIAL SUPPLEMENTAL  
 RETIREMENT BENEFIT ALLOWANCES"

REPORTS AND MINUTES

Fire Commission Meeting	September 23, 2014	
Daily Cash Receipts	October 9, 2014	80,964.14
Daily Cash Receipts	October 16, 2014	125,871.95
Daily Cash Receipts	October 17, 2014	412.14

Municipal Service Commission  
Michael Sadowski  
Leslie G. Lupo  
Gerald P. Cole  
Robert K. Alderman  
Bryan J. Hughes



Roderick J. Lesko  
General Manager and Secretary  
3200 Biddle Avenue, Suite 200  
Wyandotte, MI. 48192-0658  
Telephone: (734) 324-7100  
Fax: (734) 324-7119

# XX PRESENTATION XX

October 16, 2014

Mayor Joseph R. Peterson & City Councilmembers  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

Dear Mayor and City Councilmembers:

**RE:** Presentation by Wyandotte Municipal Services on the Fast Forward to Digital Project and TV Rebate Program

Steve Timcoe, Superintendent of Telecommunications for Wyandotte Municipal Services will be in attendance at the October 20, 2014 City Council meeting to provide information and answer questions on the Cable Television Fast Forward to Digital Project and the TV Rebate Program.

**Wyandotte Cable**  
Connecting the Dotte

**FAST FORWARD TO DIGITAL**

[CLICK HERE TO LEARN MORE](#)

Get up to a **\$150.00 Rebate**  
on the purchase of a **NEW Energy Star Certified 19" or Larger TV**  
with **Digital QAM Tuner**

**EXCLUSIVE REBATE OFFER FOR  
WYANDOTTE CABLE TV SUBSCRIBERS & ELECTRIC CUSTOMERS**

INCORPORATED BY ACT OF CONGRESS AUGUST 4, 1937



*"Once A Marine"*



*Always A Marine"*

**DOWNRIVER DETACHMENT • MARINE CORPS LEAGUE**  
Chartered May 25, 1941  
**"UNITED STATES MARINE CORPS VETERANS OUTFIT"**

1323 EUREKA • WYANDOTTE, MI 48192  
(734) 282-0233

The Honorable Joseph R. Peterson, Mayor  
3200 Biddle Avenue  
Suite 100  
Wyandotte, Michigan 48192

Thursday, October 16, 2014

Dear Mayor Peterson & Members of the City Council,

The United States Marine Corps will be celebrating its 239th Birthday on Monday, November 10, 2014. To recognize this hallowed tradition on a local level, the Marine Corps League Downriver Detachment will be open to the public that day from 7 am until 12 Midnight. There will be plenty of food and refreshments on hand with various activities taking place throughout the day.

As in past years prior to our Birthday, we are respectfully requesting usage of the city owned vacant lot located at the corner of Eureka Road and 14th Street. Having use of the lot on November 10 addresses our ever present dilemma of minimal parking spots being available and allows older and/or disabled attendees to park closer to the Hall entrance, rather than down a side street or across Eureka Road.

Thank you, in advance, for any consideration given this request. If any additional information is required for this request to be approved, please do not hesitate to contact me and I will ensure it is furnished to your office without delay.

In closing, we look forward to welcoming all Wyandotte residents who join us on Monday, November 10. There will be plenty of Marine Corps Veterans present who would enjoy sharing about the rich traditions of the Marine Corps with anyone interested in learning about our storied and colorful history. We hope to see you!

Respectfully Yours and Semper Fidelis,

John E. Daggett  
Senior Vice-Commandant

cc: file

**OFFICIALS**

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Thomas R. Woodruff**  
CITY ASSESSOR



**JOSEPH PETERSON**  
MAYOR



**COUNCIL**

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

October 16, 2014

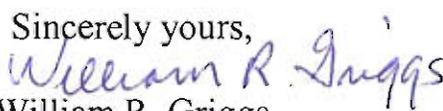
Mayor Joseph R. Peterson & City Councilmembers  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Councilmembers

On Thursday, October 16, 2014, the Wyandotte Employee's Retirement Commission met and passed the following motion:

MOTION BY Commissioner Brohl, supported by Commissioner LaManes, that we concur in the recommendation of the City Administrator regarding the rate of \$31.16 per year of credited service, or an adjusted rate of \$37.43 per year of credited service to be used as the 2014 Special Supplemental Benefit Payment as set forth in the communication dated October 15, 2014, AND FURTHER implements the special supplemental retirement benefit allowance to retirees and or beneficiaries in accordance with Section 2-238 and 2-245 of the Wyandotte Retirement System Ordinance and FURTHER recommend to the Mayor and City Council that they CONCUR in said recommendation and declare the above provisions in effect for the fiscal year.

MOTION UNANIMOUSLY CARRIED.

Sincerely yours,  
  
William R. Griggs

Secretary to the Retirement Commission

MINUTES FOR THE RETIREMENT COMMISSION MEETING  
THURSDAY, OCTOBER 16, 2014

ROLL CALL:

Present: Commissioners Brohl, Browning, LaManes, Schultz, Yoscovits

Absent: Commissioners Lyon, Mayhew

ALSO PRESENT:

Sam Galanis, Oppenheimer

Todd A. Drysdale, City Administrator

RESOLUTION ON THE MINUTES

MOTION by Commissioner Brohl, supported by Commissioner LeManes, that the reading of the minutes of August 21, 2014 and September 18, 2014 meetings be dispensed with and the same stand approved as recorded.

MOTION UNANIMOUSLY CARRIED

A discussion was held with the City Administrator reviewing his conversations with Jim Anderson of Gabriel Roeder Smith & Company, dated September 15, 2014 relative to the scope and fees for conducting an experience study.

MOTION by Commissioner Brohl, supported by Commissioner Schultz that we receive the letter from Gabriel Roeder Smith and Company and place it on file.

MOTION UNANIMOUSLY CARRIED

MOTION by Commission Brohl, supported by Commissioner LaManes to approve the normal actuarial consulting services for the period of October 1, 2013 through Sept4mber 30, 2014 , including the September 30, 2013 annual actuarial valuation.

MOTION UNANIMOUSLY CARRIED.

The City Administrator submitted a letter relative to Special Supplemental Benefits for retirees and/or beneficiaries..

MOTION by Commissioner Brohl, supported by Commissioner Lamanes to receive and place on file and to APPROVE the recommendation of rate as set forth by the City Administrator as outlined in his communication.

MOTION UNANIMOUSLY CARRIED.

Sam Galanis discussed investment report for month ending September 30, 2014; with the report to be received and placed on file.

MOTION BY Commissioner Yoscovits, supported by Commissioner Schultz that the Meeting be adjourned at 9:35 a.m.

MOTION UNANIMOUSLY CARRIED.



William R. Griggs, Secretary to the Retirement Commission

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas Woodruff  
CITY ASSESSOR



2A

**MAYOR**  
Joseph R. Peterson

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

**TODD A. DRYSDALE, C.P.A.**  
CITY ADMINISTRATOR

October 15, 2014

Todd M. Browning, Chairman  
and Retirement Commission Members  
Wyandotte, Michigan 48192

RE: Special Supplemental Benefit Payment (13th Check) to Retirees and/or Beneficiaries in  
Accordance with Sections 2-238 & 2-245 of the Wyandotte Retirement System Ordinance

Dear Sirs,

Listed below is a breakdown of service for each unit of the retirement payroll:

General City .....	2,073.11831 years of service
Municipal Services .....	2,207.92331 years of service
Police and Fire .....	2,959.41618 years of service
Total.....	7,240.45780 years of service

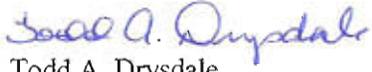
The above breakdown represents the amount of credited service for all retirees and/or beneficiaries that retired before October 1, 2013. Also, enclosed for your convenience is the calculation of the benefit rate based on the total number of years of credited service for the aforementioned recipients of a retirement allowance.

Recently the City negotiated with each collective bargaining unit which changed the formula used to distribute the 13<sup>th</sup> Check. The contractual language for this change, except for the IBEW contract is attached. The result of this change increases the years of credited service used for the calculation to 8,697.27.

Per Section 2-238 of the Retirement System Ordinance, the commission may annually allocate up to one and one-quarter (1.25%) of the mean balance of the retirement reserve fund for the improvement of retirement allowances payable to retirants of the retirement system. The undersigned is recommending an allocation of 0.455% of the mean balance of the retirement reserve fund which would increase the rate per year of credited service to \$31.16. This represents an increase of 1.43% over the prior year's rate. Applying this rate to the adjusted years of credited service increases the effective rate per year of credited service to \$37.43 with an estimated total distribution of \$271,007.21. The necessary Retirement Allowance Improvement allocation would need to be .6308% to support this distribution amount which is still within the aforementioned limit identified in the Retirement Ordinance.

The undersigned recommends the Commission approve the above referenced rate (\$31.16), which calculates to an effective rate of \$37.43, to be used for the 2014 Special Supplemental Benefit Payment if this benefit is deemed desirable to approve.

Sincerely,



Todd A. Drysdale  
City Administrator

## RESOLUTION

Concur in the recommendation of the City Administrator regarding the rate of \$31.16 per year of credited service, or an adjusted rate of \$37.43 per year of credited service, set forth in the communication dated October 15, 2014, and further

Implements the special supplemental retirement benefit allowance to retirees and or beneficiaries in accordance with Section 2-238 and 2-245 of the Wyandotte Retirement System Ordinance and further

Recommend to the Mayor and City that they concur in said recommendation and declare the above provisions in effect for the fiscal year.

City of Wyandotte  
 13th Month Check - Calculated Mean Balances  
 October 3, 2014  
 Source: Section 2-234,238,245 (13th Check Calculated)

Date	Total	City 394.010	Municipal Service 394.020	Police & Fire 394.040
October 1, 2013	\$54,477,291.14	\$11,566,584.09	\$11,160,672.24	\$31,750,034.81
November 1, 2013	\$53,973,221.09	\$11,458,327.45	\$11,040,452.37	\$31,474,441.27
December 1, 2013	\$53,452,610.56	\$11,342,794.43	\$10,910,968.40	\$31,198,847.73
January 1, 2014	\$52,939,913.34	\$11,231,559.40	\$10,785,189.23	\$30,923,164.71
February 1, 2014	\$52,426,923.07	\$11,121,075.30	\$10,659,276.45	\$30,646,571.32
March 1, 2014	\$51,913,335.54	\$11,010,591.20	\$10,531,856.04	\$30,370,888.30
April 1, 2014	\$51,400,312.06	\$10,900,107.10	\$10,404,435.63	\$30,095,769.33
May 1, 2014	\$50,886,615.58	\$10,789,623.00	\$10,275,368.36	\$29,821,624.22
June 1, 2014	\$50,375,214.20	\$10,679,661.55	\$10,147,837.26	\$29,547,715.39
July 1, 2014	\$49,858,768.85	\$10,569,700.10	\$10,020,306.16	\$29,268,762.59
August 1, 2014	\$49,342,149.54	\$10,459,738.65	\$9,892,775.06	\$28,989,635.83
September 1, 2014	\$48,825,300.37	\$10,349,777.20	\$9,765,243.96	\$28,710,279.21
<b>Totals</b>	<b>\$619,871,655.34</b>	<b>\$131,479,539.47</b>	<b>\$125,594,381.16</b>	<b>\$362,797,734.71</b>
<b>Mean Average Balance</b>	<b>\$51,655,971.28</b>	<b>\$10,956,628.29</b>	<b>\$10,466,198.43</b>	<b>\$30,233,144.56</b>
<b>Total Mean Average</b>	<b>\$51,655,971.28</b>			
<b>Retirement Allowance Improvement %</b>	0.455000%	\$235,034.67	(Maximum allowed by Ordinance is 1.25%)	
<b>Retirement Reserve Fund Balance - 9/30/13</b>		\$216,167.33	731-000-395-000	
<b>Required Balance - Retirement Reserve Fund</b>		\$451,202.00		
<b>Credit to Retirement Reserve - 50% (PLUGGED)</b>		\$225,601.00		
<b>Total Service Years</b>		7,240.45780		
<b>Service Value per Year</b>		\$31.16		

City of Wyandotte  
 Analysis of Reserve for Retired Benefit Accounts - General City  
 City of Wyandotte Retirement System  
 October 3, 2014

Date(s)	Benefits Paid Per Month	731-000-394-010 Net Account Balance	Balance at Beginning of Month for Calculation Purposes
Beginning Balance - 10/1/13 (Audited)		\$11,566,584.09	10/01/13
10/15/2013	\$108,256.64	\$11,458,327.45	11/01/13
11/15/2013	\$115,533.02	\$11,342,794.43	12/01/13
12/15/2013	\$111,235.03	\$11,231,559.40	01/01/14
1/15/2014	\$110,484.10	\$11,121,075.30	02/01/14
2/15/2014	\$110,484.10	\$11,010,591.20	03/01/14
3/15/2014	\$110,484.10	\$10,900,107.10	04/01/14
4/15/2014	\$110,484.10	\$10,789,623.00	05/01/14
5/15/2014	\$109,961.45	\$10,679,661.55	06/01/14
6/15/2014	\$109,961.45	\$10,569,700.10	07/01/14
7/15/2014	\$109,961.45	\$10,459,738.65	08/01/14
8/15/2014	\$109,961.45	\$10,349,777.20	09/01/14
9/15/2014	\$109,961.45	\$10,239,815.75	
Totals	<u>\$1,326,768.34</u>	<u>\$10,239,815.75</u>	
Balance - General Ledger		<u>\$10,179,197.87</u>	(\$10,179,197.87 + <b>\$60,617.88</b> ) THIRTEENTH CHECK 2013

**City of Wyandotte**  
**Analysis of Reserve for Retired Benefit Accounts - Municipal Services**  
**City of Wyandotte Retirement System**  
**October 3, 2014**

Date(s)	Benefits Paid Per Month	731-000-394-020 Net Account Balance	Balance at Beginning of Month for Calculation Purposes
Beginning Balance - 10/1/13 (Audited)		\$11,160,672.24	10/01/13
10/15/2013	\$120,219.87	\$11,040,452.37	11/01/13
11/15/2013	\$129,483.97	\$10,910,968.40	12/01/13
12/15/2013	\$125,779.17	\$10,785,189.23	01/01/14
1/15/2014	\$125,912.78	\$10,659,276.45	02/01/14
2/15/2014	\$127,420.41	\$10,531,856.04	03/01/14
3/15/2014	\$127,420.41	\$10,404,435.63	04/01/14
4/15/2014	\$129,067.27	\$10,275,368.36	05/01/14
5/15/2014	\$127,531.10	\$10,147,837.26	06/01/14
6/15/2014	\$127,531.10	\$10,020,306.16	07/01/14
7/15/2014	\$127,531.10	\$9,892,775.06	08/01/14
8/15/2014	\$127,531.10	\$9,765,243.96	09/01/14
9/15/2014	\$127,215.82	\$9,638,028.14	
Totals	<u>\$1,522,644.10</u>	<u>\$9,638,028.14</u>	
Balance - General Ledger		<u>\$9,579,394.09</u>	(\$9,579,394.09+ <b>\$58,634.05</b> ) THIRTEENTH CHECK 2013

**City of Wyandotte**  
**Analysis of Reserve for Retired Benefit Accounts - Police & Fire**  
**City of Wyandotte Retirement System**  
**October 3, 2014**

Date(s)	Benefits Paid Per Month	731-000-394-040 Net Account Balance	Balance at Beginning of Month for Calculation Purposes
Beginning Balance - 10/1/13 (Audited)		\$31,750,034.81	10/01/13
10/15/2013	\$275,593.54	\$31,474,441.27	11/01/13
11/15/2013	\$275,593.54	\$31,198,847.73	12/01/13
12/15/2013	\$275,683.02	\$30,923,164.71	01/01/14
1/15/2014	\$276,593.39	\$30,646,571.32	02/01/14
2/15/2014	\$275,683.02	\$30,370,888.30	03/01/14
3/15/2014	\$275,118.97	\$30,095,769.33	04/01/14
4/15/2014	\$274,145.11	\$29,821,624.22	05/01/14
5/15/2014	\$273,908.83	\$29,547,715.39	06/01/14
6/15/2014	\$278,952.80	\$29,268,762.59	07/01/14
7/15/2014	\$279,126.76	\$28,989,635.83	08/01/14
8/15/2014	\$279,356.62	\$28,710,279.21	09/01/14
9/15/2014	\$279,356.62	\$28,430,922.59	
Totals	<u>\$3,319,112.22</u>	<u>\$28,430,922.59</u>	
Balance - General Ledger		<u>\$28,337,607.02</u>	(\$28,430,922.59 + <b>\$93,315.57</b> ) THIRTEENTH CHECK 2013

City of Wyandotte  
 Historical Data - 13th Check  
 October 3, 2014

	Years of Credited Service	\$ Per Year	% Increase
1996	6,614.08190	45.43	
1997	6,546.66666	47.32	4.16% calculated
1998	6,462.58326	49.38	4.35% calculated
1999	6,521.49992	49.58	0.41% calculated
2000	6,670.16659	49.32	-0.52% calculated
2001	6,700.08326	50.33	2.05% calculated
2002	6,718.91660	51.34	2.01% calculated
2003	6,787.16658	53.68	4.56% calculated
2004	6,760.74992	54.96	2.38% recommended
2005	6,673.91659	27.00	-50.87% recommended
2006	7,245.99992	27.49	1.81% recommended
2007	7,187.74995	28.44	3.46% recommended
2008	7,075.74993	29.69	4.40% recommended
2009	6,978.74992	30.06	1.24% recommended
2010	6,925.41659	30.22	0.53% recommended
2011	6,895.16659	30.54	1.07% recommended
2012	6,873.49992	30.72	0.59% recommended
2013	6,945.70113	30.86	0.46% recommended
2014	7,240.45780	31.16	1.43% recommended

Note that the maximum calculated amounts were as follows:

2004	58.46
2005	61.93
2006	45.21
2007	53.95
2008	56.80
2009	56.63
2010	56.57
2011	57.50
2012	57.86
2013	57.95
2014	59.52

Command

ARTICLE 26 PENSION

SECTION 20: In years where the City Council, in its sole discretion, authorizes a "13<sup>th</sup> check" as a supplemental retirement benefit, that supplemental retirement benefit shall be calculated as follows:

- 0 – 5 complete years retired: None
- >5 -10 complete years retired: 50% of calculated benefit
- >10-15 complete years retired: 100% of calculated benefit
- >15-20 complete years retired: 150% of calculated benefit
- > 20 complete years retired; 200% of calculated benefit

Patrol

ARTICLE 35

PENSION

11. In years where the City Council, in its sole discretion, authorizes a "13<sup>th</sup> check" as a supplemental retirement benefit, that supplemental retirement benefit shall be calculated as follows:

- 0-5 complete years retired: None
- > 5-10 complete years retired: 50% of calculated benefit
- > 10-15 complete years retired: 100% of calculated benefit
- > 15-20 complete years retired: 150% of calculated benefit
- > 20 complete years retired; 200% of calculated benefit

Fire

**ARTICLE XIX - PENSIONS**

9. The Union agrees to modify the Supplemental Retirement Allowance (13<sup>th</sup> Check) of the City of Wyandotte Retirement Ordinance to provide for a distribution formula that provides a greater benefit to pension recipients who have been retired for a longer period of time without increasing the gross amount distributed to all eligible retirees. This provision will be reviewed with the Union prior to

implementation. This change will be effective when all affected collective bargaining units agree to change this element of the Retirement Ordinance.

AFSCME

**ARTICLE 14 - WAGES AND BENEFITS**

14.13, K. The Union agrees to modify the Supplemental Retirement Allowance (13<sup>th</sup> Check) of the City of Wyandotte Retirement Ordinance to provide for a distribution formula that provides a greater benefit to pension recipients who have been retired for a longer period of time without increasing the gross amount distributed to all eligible retirees. This provision will be reviewed with the Union prior to implementation. This change will be effective when all affected collective bargaining units agree to change this element of the Retirement Ordinance.

Dispatch

ARTICLE XXVIII

PENSION

28.13 In years where the City Council, in its sole discretion, authorizes a "13<sup>th</sup> check" as a supplemental retirement benefit, that supplemental retirement benefit shall be calculated as follows:

0 – 5 complete years retired:	None
>5 -10 complete years retired:	50% of calculated benefit
>10-15 complete years retired:	100% of calculated benefit
>15-20 complete years retired:	150% of calculated benefit
> 20 complete years retired;	200% of calculated benefit

IBEW

Not Available

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

3

**MEETING DATE:** October 20<sup>th</sup> 2014

**AGENDA ITEM #**     

**ITEM:** Special Event Application - Wyandotte Yacht Club

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

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

**BACKGROUND:** Attached please find an applications and information sheet map from the Wyandotte Yacht Club for their event to be held September October 25<sup>th</sup> 2014. The group is asking permission for the following items:

- a. Permission to utilize city streets and property

This event has been reviewed and approved by Police Chief, Recreation Superintendent, and Department of Public Service provided the Wyandotte Yacht Club add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. (Please see the attached application and information sheets).

**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 25<sup>th</sup> 2014.

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

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

**COMMISSION RECOMMENDATION:**      N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Spuydale*

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

**MAYOR'S RECOMMENDATION:** *Laura L. At*

**LIST OF ATTACHMENTS**

Special Event Applications and information sheets

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: October 20<sup>th</sup> 2014

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the event held October 25<sup>th</sup> 2014

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec



## **Wyandotte Yacht Club**

*Post Office Box 274  
Wyandotte, MI 48192*

*wyandotteyachtclub.com*

September 27, 2013

City of Wyandotte  
Wyandotte, MI

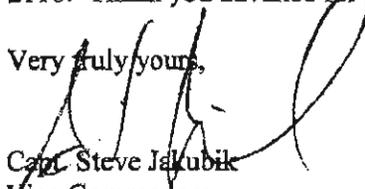
Attention: Ms. Heather Thiede

Re: Permission for Hayride

Wyandotte Yacht Club would again like the City's permission for our annual hayride. It will be held on Saturday, October 26, 2013. We will be taking a trailer from Silver Shores Marina at 3 James DeSana Dr. down Biddle to Eureka and turn on Eureka to Brooklyn's. We will be sure to follow all the appropriate traffic rules and will be sure not to disrupt normal traffic.

If you have any questions regarding this event, please contact V/C Steve Jakubik at 313/770-2110. Thank you advance for your cooperation in this event.

Very truly yours,

  
Capt. Steve Jakubik  
Vice Commodore  
Wyandotte Yacht Club



CITY OF WYANDOTTE  
APPLICATION FOR SPECIAL EVENT

A. NAME OF APPLICANT: WYANDOTTE YACHT CLUB  
PHONE: 313.770.2110 EMAIL: WYANDOTTE YACHT CLUB.COM  
HOME ADDRESS: 3 JAMES DESANA DR. WYANDOTTE MI. 48192  
AGENT (IF DIFFERENT FROM ABOVE) \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: SDI410@aol.com (Best choice)  
MAILING ADDRESS: \_\_\_\_\_

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

B. DESCRIPTION OF THE PROPOSED EVENT: \_\_\_\_\_  
ANNUAL HAIRIDE & DINNER RIDE TO DOWNTOWN

C. SITE OF PROPOSED EVENT: \_\_\_\_\_  
JACKSON SOUTH TO EUREKA RD. STOP & RETURN

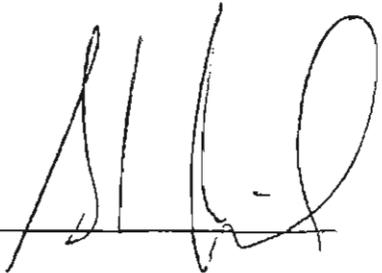
D. TIME OF PROPOSED EVENT: 8PM - 12PM

E. ESTIMATED MAXIMUM NUMBER OF PERSONS EXPECTED AT THE EVENT FOR EACH DAY: 35

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

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

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

Date: 9/29/2013 Signature: V/Commander 

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: October 20, 2014

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

④

**ITEM:** City Purchasing 230 Oak, Wyandotte

**PRESENTER:** Mark A. Kowalewski, City Engineer *Mark Kowalewski 10-14-14*

**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 \$29,000. The property information is as follows:

Lot Size: 25' x 140'	Demolition Cost Estimated at: \$6,000.00
2014 SEV: \$35,560	Market Value: \$71,120
2013 Taxes: \$1,852.90	

This property would be sold to the adjacent property owner.

**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:** 284-200-850-560 UDAG Land Acquisition.

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

**COMMISSION RECOMMENDATION:** n/a

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

**LEGAL COUNSEL'S RECOMMENDATION:** *W. Forth*

**MAYOR'S RECOMMENDATION:** *Shyda*

**LIST OF ATTACHMENTS:** Purchase Agreement and Map

**CITY OF WYANDOTTE  
ENGINEERING DEPARTMENT**

**✳ ACQUISITION ANALYSIS TOOL**

**A. Property Information**

Address: 230 Oak Street  
 City: Wyandotte Zip: 48192 Parcel ID # 57-011-11-00011-0  
 County: Wayne Neighborhood:  
 TIFA/DDA/HUD: HUD

**B. Property Type, Condition and Characteristics**

Property Type: Condition: Blighted  
 Existing/Prior Use: Residential Lot Size: 25' x 140'  
 Year Built: 1905  
 Occupancy: Vacant  
 Zoning: Residential  
 Master Plan:  
 Comply with existing Building Code:  
 Other Amenities &/or Concerns: single family

**C. Property Ownership**

Ownership Type: REO Listing  
 Owner Name: Bank  
 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
\$35,560	\$35,560	\$71,120	\$1,853	\$ 29,000.00	\$ 6,000.00

**F. Anticipated End Use**

Future Use: Sell to the adjacent property owner for additional property.

	Future SEV	Future Taxable	Future Market Value	Future Taxes	NEZ Future Taxes
	\$8,000	\$8,000	\$16,000	\$500	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
	\$ 29,000.00
Demolition Cost	\$ 6,000.00
Environmental	\$
Total	\$ 35,000.00

**H. APPROVALS**

City Engineer: *Mark Kowalewski* 10-14-14  
 Signature: Mark A. Kowalewski City Engineer  
 Print Name: Title  
 City Administrator: *Todd A. Drysdale*  
 Signature: Todd A. Drysdale City Administrator  
 Print Name: Title



**REAL ESTATE PURCHASE ADDENDUM**

This Real Estate Purchase Addendum ("Addendum") is to be made part of and incorporated into, the Real Estate Purchase Contract (the "Contract"), between **Caliber Home Loans, Inc.** ("Seller") and \_\_\_\_\_ ("Purchaser") for the property and improvements located at the following address: 230 Oak, Wyandotte, MI 48192 \_\_\_\_\_ ("Property"). As used in this Addendum, the Contract, Addendum and any riders thereto shall be collectively referred to as the "Agreement."

The Seller and the Purchaser agree as follows:

1. Offer:

- (a) Acknowledgement of Sufficient Offer: The Purchaser has offered to purchase the property for a purchase price in the amount of \$ 29,000.00 in accordance with the terms set forth in the Agreement ("Offer"). The Seller has reviewed the Offer and deemed it materially sufficient on 10/9, 20 14 ("Acknowledgement Date").
- (b) Acceptance of Offer: Notwithstanding Seller's acknowledgement that the Offer is sufficient for acceptance, the Purchaser agrees that the Agreement remains subject to acceptance by the Seller and must be signed by all parties in order to be binding. The Agreement shall be effective as of the date of execution by Seller ("Effective Date"). The Purchaser's earnest money deposit of \$ 1,000.00 is to be placed in a trust account acceptable to the Seller within two (2) calendar days following the Effective Date. The Agreement, signed by the Purchaser and reflecting the terms as acknowledged by the Seller, must be received by the Seller within five (5) calendar days of the Acknowledgement Date. If the Seller does not receive the signed Agreement by such date, the Purchaser's offer shall be deemed null and void. As used in this paragraph, the term "received by the Seller" means actual receipt of the Agreement by the Seller's listing agent.

The Purchaser shall present proof, satisfactory to the Seller, of the Purchaser's funds or prequalification for a mortgage loan in an amount and under terms sufficient for the Purchaser to perform its obligations under this Agreement. The prequalification shall include but is not limited to, a certification of prequalification or a mortgage loan commitment from a mortgage lender, a satisfactory credit report and/or proof of funds sufficient to meet the Purchaser's obligations under the Agreement. The Purchaser's submission of proof of prequalification is a condition precedent to the Seller's acceptance. The Seller may require the Purchaser to obtain, at no cost to the Purchaser, loan prequalification from a Seller approved third party lender. Notwithstanding any Seller required prequalification, the Purchaser acknowledges that Purchaser is free to obtain financing from any source.

2. Time is of the Essence: Settlement Date:

- (a) It is agreed that time is of the essence with respect to all dates specified in the Agreement. This means that all deadlines are intended to be strict and absolute.
- (b) The closing shall take place on a date ("Settlement Date") on or before 10/30, 20 14 ("Expiration Date"), unless extended in writing signed by the Seller and the Purchaser or extended by the Seller under the terms of the Agreement. The closing shall be held at a place so designated and approved by the Seller, unless otherwise required by applicable law. The date the closing takes place shall be referred to as the Settlement Date for purposes of the Agreement. If the closing does not occur by the Expiration Date, or in any extension, the Agreement is automatically terminated and the Seller may retain any earnest money deposit as liquidated damages. If Seller agrees to a request from Purchaser to extend the Settlement Date, then Purchaser agrees to pay Seller a per-diem extension fee of \$ 100.00/day from the original Settlement Date through and including the extended Settlement Date.

3. Financing: This Agreement (check one): ( ) is, (X) is not, contingent on the Purchaser obtaining financing for the purchase of the Property. If this Agreement is contingent on financing, the type of financing shall be the following (check one):

- \_\_\_\_\_ Conventional
- \_\_\_\_\_ FHA
- \_\_\_\_\_ VA
- \_\_\_\_\_ Other (specify: \_\_\_\_\_)

All Financing. If this Agreement is contingent on financing, the Purchaser shall apply for a loan in the amount of \$ N/A with a term of \_\_\_\_\_ years, at prevailing rates, terms and conditions. The Purchaser shall complete and submit to a mortgage lender, of the Purchaser's choice, an application for a mortgage loan containing the terms set forth in this paragraph within five (5) calendar days of the Acknowledgement Date, and shall use diligent efforts to

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SELLER (Initials) \_\_\_\_\_

obtain a mortgage loan commitment by \_\_\_\_\_, 20\_\_\_\_\_. If, despite the Purchaser's diligent efforts, the Purchaser cannot obtain a mortgage loan commitment by the specified date, then either the Purchaser or the Seller may terminate the Agreement by giving written notice to the other party. The Purchaser's notice must include a copy of the loan application, proof of the application date, and a copy of the denial letter from the prospective lender. In the event of a proper termination of the Agreement under this paragraph, the earnest money deposit shall be returned to the Purchaser. The Purchaser agrees to cooperate and comply with all requests for documents and information from the Purchaser's chosen lender during the loan application process. Failure of the Purchaser to comply with such requests from the lender that results in the denial of the mortgage loan will be a breach of the Agreement and the Seller shall be entitled to retain any earnest money deposited by the Purchaser.

- (a) Any change as to the terms of the Purchaser's financing, including but not limited to any change in the Purchaser's lender, after negotiations have been completed may, at Seller's discretion, require renegotiation of all terms of the Agreement. Seller shall have the right to terminate the Agreement in the event there is a change in Purchaser's financing or choice of lender.
- (b) The Purchaser shall ensure that the lender selected by the Purchaser to finance the sale shall fund the settlement agent as of the Settlement Date. The Purchaser shall further ensure that the selected lender shall provide all lender prepared closing documentation to the settlement agent no later than 48 hours prior to the Settlement Date. Any delays in closing as a result of the Purchaser's selected lender shall be the responsibility of the Purchaser.

Notwithstanding any provision of the Contract to the contrary, in no event will the Contract be contingent on the ability of Purchaser to sell or close on other real estate owned by the Purchaser.

4. Use of Property: The Purchaser (check one): (  ) does, (  ) does not, intend to use and occupy the Property as Purchaser's primary residence.

5. Inspections:

zero (0) \_\_\_/\_\_\_

- (a) On or before ~~ten (10)~~ calendar days from the Acknowledgment Date, the Purchaser shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property, or be deemed to have waived such inspection and any objections to the condition of the Property and to have accepted the Property. The Purchaser shall keep the Property free and clear of liens arising from any such inspections and indemnify and hold the Seller harmless from all liability claims, demands, damages, and costs related to the Purchaser's inspection and the Purchaser shall repair all damages arising from or caused by the inspections. The Purchaser shall not directly or indirectly cause any inspections to be made by any government building or zoning inspectors or government employees without the prior written consent of the Seller, unless required by law, in which case, the Purchaser shall provide reasonable notice to the Seller prior to any such inspection. If the Seller has winterized this Property and the Purchaser desires to have the Property inspected, the Seller's listing agent will have the Property de-winterized prior to inspection and re-winterized after inspection.

Within five (5) calendar days of receipt of any inspection report prepared by or for the Purchaser, but not later than ten (10) calendar days from the Acknowledgment Date, whichever first occurs, the Purchaser will provide written notice to the Seller of any items disapproved. The Purchaser's silence shall be deemed as acceptance of the condition of the Property. The Purchaser shall provide to the Seller, at no cost, upon request by the Seller, complete copies of all inspection reports upon which the Purchaser's disapproval of the condition of the property is based. In no event shall the Seller be obligated to make any repairs or replacements that may be indicated in the Purchaser's inspection reports or disapproved by Seller. The Seller may, in its sole discretion, make such repairs to the Property under the terms described in Section 6 of this Addendum. **THE PARTIES AGREE AND ACKNOWLEDGE THAT IN NO EVENT WILL SELLER BE OBLIGATED TO MAKE REPAIRS IN EXCESS OF \$ 0.00**

If the Seller elects not to repair the Property as requested by Purchaser, the Purchaser may cancel this Agreement and receive all earnest money deposited. If the Seller elects to make any such repairs to the Property, the Seller shall notify the Purchaser after completion of the repairs and the Purchaser shall have five (5) calendar days from the date of notice, to inspect the repairs and notify the Seller of any items disapproved. If after inspection the Purchaser is not satisfied with repairs or treatments, Purchaser may terminate the Agreement at any time prior to closing.

In situations that are applicable, a structural, electrical, mechanical, environmental or termite inspection report may have been prepared for the benefit of the Seller. Upon request, the Purchaser will be allowed to review the report to obtain the same information and knowledge the Seller has about the condition of the Property but the Purchaser acknowledges that the inspection reports were prepared for the sole use and benefit of the Seller. The Purchaser will not rely upon any such inspection reports obtained by the Seller in making a decision to purchase the Property.

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SELLER (Initials) \_\_\_\_\_



Form Rev. 05-20-13

(b) If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, the Purchaser, at the Purchaser's own expense, is responsible for obtaining and reviewing the covenants, conditions and restrictions and bylaws of the condominium, or planned unit development or cooperative ("Governing Documents") within ten (10) calendar days of the Effective Date. The Seller agrees to use reasonable efforts, as determined in the Seller's sole discretion, to assist the Purchaser in obtaining a copy of the Governing Documents. The Purchaser will be deemed to have accepted the Governing Documents if the Purchaser does not provide the Seller notice in writing, within fifteen (15) calendar days of the Effective Date, of the Purchaser's disapproval of the Governing Documents. In the event Purchaser disapproves of the Governing Documents, Purchaser has the right to terminate the Agreement provided the Purchaser notifies Seller in writing of Purchaser's disapproval within fifteen (15) calendar days of the Effective Date.

6. **Repairs:** All repairs and treatments will be completed by a vendor approved by the Seller and engaged by the Seller or Seller's agent, and will be subject to the Seller's satisfaction only. **IF THE SELLER HAS AGREED TO PAY FOR TREATMENT OF WOOD-INFESTING ORGANISMS, THE SELLER SHALL TREAT ONLY ACTIVE INFESTATION, AND IN NO EVENT WILL BE OBLIGATED TO PAY FOR SUCH TREATMENT IN EXCESS OF \$ \_\_\_\_\_.** Neither the Purchaser, nor its representatives, shall enter upon the Property to make any repairs and/or treatments prior to closing. The Purchaser shall inspect the repairs and/or treatments as set forth in paragraph 5(a) or is deemed to have waived such inspection and any objections to the repairs and/or treatments. The Purchaser acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Purchaser and that the Purchaser has inspected or has been given the opportunity to inspect repairs and treatments. Any repairs or treatments made or caused to be made by the Seller shall be completed prior to closing. Under no circumstances shall the Seller be required to make any repairs or treatments after the Settlement Date. The Purchaser acknowledges that closing on this transaction shall be deemed the Purchaser's reaffirmation that the Purchaser is satisfied with the condition of the Property and with all repairs and treatments to the Property and waives all claims related to such condition and to the quality of the repairs or treatments to the Property. Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. The Seller shall not be obligated to obtain or provide to the Purchaser any receipts for repairs, or treatments, written statements indicating dates or types of repairs and or treatments or copies of such receipts or statements nor any other documentation regarding any repairs or treatments to the Property. **THE SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS OR TREATMENTS TO THE PROPERTY.**

7. **CONDITION OF PROPERTY: THE PURCHASER UNDERSTANDS THAT THE SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, OR SIMILAR PROCESS AND CONSEQUENTLY, THE SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY THE PURCHASER AND THE SELLER, AND DESPITE ANY STATEMENT TO THE CONTRARY IN THE CONTRACT, THE PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS-IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. THE PURCHASER ACKNOWLEDGES THAT THE SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE AND THE SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN WITH RESPECT TO THE FOLLOWING:**

(A) **THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS (E.G., DRYWALL, ASBESTOS, LEAD PAINT, UREA FORMALDEHYDE FOAM INSULATION), AVAILABILITY AND QUANTITY OR QUALITY OF WATER, CONNECTION TO A PUBLIC SEWER OR WATER SUPPLY, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY, OR CONDITION OF THE PROPERTY OR IMPROVEMENTS;**

(B) **THE CONFORMITY OF THE PROPERTY, OR THE IMPROVEMENTS, TO ANY ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS AND/OR ANY REMODELING OF THE STRUCTURE; AND**

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(C) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR IMPROVEMENTS INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT, NON APPARENT OR LATENT, WHICH NOW EXIST OR WHICH MAY HEREAFTER EXIST AND WHICH, IF KNOWN TO THE PURCHASER, WOULD CAUSE THE PURCHASER TO REFUSE TO PURCHASE THE PROPERTY.

IT IS THE EXPRESS INTENTION OF SELLER AND PURCHAER THAT THE ONLY WARRANTIES, REPRESENTATIONS OR STATEMENTS (IF ANY) MADE BY SELLER AND RELIED UPON BY PURCHASER ARE THOSE THAT MAY BE CONTAINED IN THIS ADDENDUM.

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

If at any time the Property conditions result in violations of building code or other laws or regulations, either party shall have the right to terminate the Agreement at any time prior to closing. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither the Purchaser nor the Seller terminate this Agreement, the Purchaser agrees (a) to accept the Property subject to the violations, (b) to be responsible for compliance with the applicable code and with orders issued in any code enforcement proceeding and (c) to resolve the deficiencies as soon as possible after the closing. The Purchaser agrees to execute any and all documents necessary or required for closing by any agency with jurisdiction over the Property. The Purchaser further agrees to indemnify the Seller from any and all claims or liability arising from the Purchaser's breach of this Section 7 of this Addendum.

Purchaser acknowledges that Seller or Seller's agent has furnished Purchaser with a Lead Paint Pamphlet in accordance with guidelines of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency for the implementation of the Residential Lead-Based Paint Hazard Reduction Act.

The closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

8. Occupancy Status of Property: The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 38 of this Addendum. Seller represents that the Property may have tenants occupying same under an active lease but expressly disclaims any warranties regarding the validity, enforceability, performance under or continuation of said lease. The Purchaser acknowledges that closing on this transaction shall be deemed the Purchaser's reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 38 of this Addendum. The Seller, its representatives, agents or assigns, shall not be responsible for evicting or relocating any tenants, occupants or personal property at the Property prior to or subsequent to closing unless otherwise noted in Section 38 of this Addendum. All leases shall be deemed assigned to Purchaser upon closing to the extent permitted under applicable laws.

The Purchaser further acknowledges that, to the best of the Purchaser's knowledge, the Seller is not holding any security deposits from former or current tenants and has no information as to such security deposits as may have been paid by the former or current tenants to anyone. Purchaser agrees that no sums representing such tenant security deposits shall be transferred to the Purchaser as part of this transaction. The Purchaser further agrees to assume all responsibility and liability for the refund of such security deposits to the tenants pursuant to the provisions of applicable laws and regulations. All rents due and payable and collected from tenants for the month in which closing occurs will be prorated according to the provisions of Section 10 of this Addendum.

The Purchaser acknowledges that this Property may be subject to the provisions of local rent control ordinances and regulations. The Purchaser agrees that upon the closing, all eviction proceedings and other duties and responsibilities of a property owner and

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landlord, including but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, will be the Purchaser's sole responsibility.

9. Personal Property: Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property are not included in this sale or the Purchase Price unless the personal property is specifically described and referenced in Section 38 of this Addendum. Any personal property at or on the Property may be subject to claims by third parties and, therefore, may be removed from the Property prior to or after the closing. The Seller makes no representation or warranty as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens. The Seller assumes no responsibility for any personal property remaining on the Property at the time of closing.

10. Closing Costs and Adjustments:

- (a) The Purchaser and the Seller agree to prorate the following expenses as of the Settlement Date: utility, water and sewer charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees and rents, if any. In determining prorations, the Settlement Date shall be allocated to the Purchaser. Payment of special assessment district bonds and assessments, and payment of homeowner's association or special assessments shall be paid current and prorated between the Purchaser and the Seller as of Settlement Date with payments not yet due and owing to be assumed by the Purchaser without credit toward Purchase Price. The Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property. All prorations shall be based upon a 30-day month and all such prorations shall be final. The Seller shall not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event the Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, and the Purchaser as current owner of the Property receives the payment, the Purchaser will immediately submit the refund to the Seller. Notwithstanding the foregoing, Seller will not be responsible for homeowners' association assessments on the Property that accrued prior to the date that Seller acquired the Property.
- (b) The Seller will pay state taxes, tax stamps on deeds, and other transfer taxes required to be paid or customarily paid by a property seller.
- (c) The Seller shall pay the real estate commission per the listing agreement between the Seller and the Seller's listing broker.
- (d) Purchaser shall release Seller from any and all claims arising from the adjustments or prorations or errors in calculating the adjustment or prorations that are or may be discovered after closing.

**REGARDLESS OF LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR OTHER ADDENDA THERETO, SELLER WILL NOT PAY ANY FEES, COSTS OR EXPENSES NOT EXPRESSLY PROVIDED FOR IN THIS ADDENDUM.**

11. Delivery of Funds: Regardless of local custom, requirements, or practice, upon delivery of the deed by the Seller to the Purchaser, the Purchaser shall deliver, or cause to be delivered, all funds due the Seller from the sale in the form of cash, bank check, certified check or wire transfer. An attorney's trust fund check shall not be sufficient to satisfy this provision unless the bank holding the account on which the trust fund check is drawn certifies the trust fund check.

12. Certificate of Occupancy: If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Purchaser understands that the Seller requires the Certificate of Occupancy to be obtained by the Purchaser at the Purchaser's sole expense. The Purchaser shall make application for all Certificates of Occupancy within ten (10) calendar days of the Acknowledgement Date. The Purchaser shall not have the right to delay the closing due to the Purchaser's failure or inability to obtain any required Certificate of Occupancy. Failure of the Purchaser to obtain and furnish the Certificate of Occupancy shall be a material breach of the Agreement.

13. Delivery of Possession of Property: The Seller shall deliver possession of the Property to the Purchaser at closing and funding. The delivery of possession shall be subject to the rights of any tenants or parties in possession per Section 8 of this Addendum. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller

PURCHASER (Initials) \_\_\_\_\_



SELLER (Initials) \_\_\_\_\_

for damages caused by any such alteration or occupation of the Property prior to closing and waives any and all claims for damages or compensations for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

14. Deed: Regardless of local practice, the deed to be delivered by Seller at closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise. Any reference to the term "Deed" or "Special Warranty Deed" herein shall be construed to refer to such form of deed. Under no circumstances shall Seller be required to deliver any form of deed which grants a general warranty of title.

\_\_\_\_\_(check if applicable) Seller's deed shall include the following deed restriction:

15. Defects in Title: If the Purchaser raises an objection to the Seller's title to the Property, which, if valid, would make title to the Property uninsurable, as determined by Seller in its sole discretion, the Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to the Purchaser. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the Expiration Date, including any written extensions, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the Agreement shall remain in full force and the Purchaser shall perform pursuant to the terms set in the Agreement. The Seller is not obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable and/or insurable, but any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. The Purchaser acknowledges that the Seller's title to the Property may be subject to court approval of foreclosure or to mortgagor's right of redemption. In the event the Seller is not able to (a) make the title insurable or correct any problem or (b) obtain title insurance from a reputable title insurance company, all as provided herein, the Purchaser may terminate this Agreement and any earnest money deposit will be returned to the Purchaser as the Purchaser's sole remedy at law or equity. The Purchaser elects to take title subject to the title objections, the Purchaser shall so notify the Seller. The Purchaser's silence as to any title objections shall be deemed as acceptance.

The Purchaser represents and warrants to the Seller the following:

- (a) The Purchaser is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents or assigns;
- (b) Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in Section 38 of this Addendum;
- (c) The Purchaser has not relied on any representation or warranty from the Seller regarding the nature, quality or workmanship of any repairs made by the Seller;
- (d) The Purchaser will not occupy or cause or permit others to occupy the Property prior to closing and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others to occupy the Property after closing; and
- (e) The undersigned, if executing the Agreement on behalf of the Purchaser that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into the Agreement and bind the entity to perform all duties and obligations stated in the Agreement.

17. **WAIVERS:**

**AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY THE PURCHASER AND THE SELLER, AND DESPITE ANY STATEMENTS TO THE CONTRARY IN THE CONTRACT OR ANY ADDENDA THERETO, THE PURCHASER WAIVES THE FOLLOWING:**

- (A) ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST THE SELLER FOR SPECIFIC PERFORMANCE;**
- (B) RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD THIS AGREEMENT OR A MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;**

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- (C) RIGHT TO INVOKE ANY OTHER EQUITABLE REMEDY THAT MAY BE AVAILABLE, THAT IF INVOKED, WOULD PREVENT THE SELLER FROM CONVEYING THE PROPERTY TO A THIRD PARTY PURCHASER;
- (D) ANY AND ALL CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING;
- (E) ANY CLAIMS FOR FAILURE OF CONSIDERATION AND/OR MISTAKE OF FACT AS SUCH CLAIMS RELATE TO THE PURCHASE OF THE PROPERTY OR ENTERING INTO OR EXECUTION OF OR CLOSING UNDER THIS AGREEMENT;
- (F) ANY REMEDY OF ANY KIND, INCLUDING BUT NOT LIMITED TO RESCISSION OF THIS AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 19 OF THIS ADDENDUM, TO WHICH THE PURCHASER MIGHT OTHERWISE BE ENTITLED AT LAW OR EQUITY WHETHER BASED ON MUTUAL MISTAKE OF FACT OR LAW OR OTHERWISE;
- (G) TRIAL BY JURY, EXCEPT AS PROHIBITED BY LAW, IN ANY LITIGATION ARISING FROM OR CONNECTED WITH OR RELATED TO THIS AGREEMENT;
- (H) ANY CLAIMS OR LOSSES THE PURCHASER MAY INCUR AS A RESULT OF CONSTRUCTION ON, REPAIR TO, OR TREATMENT OF THE PROPERTY, OR OTHER DEFECTS, WHICH MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY;
- (I) ANY CLAIMS OR LOSSES RELATED TO ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY INCLUDING, BUT NOT LIMITED TO, MOLD, DRYWALL, LEAD PAINT, FUEL OIL, ALLERGENS, OR TOXIC SUBSTANCES OF ANY KIND;
- (J) ANY RIGHT TO AVOID THIS SALE OR REDUCE THE PRICE OR HOLD THE SELLER RESPONSIBLE FOR DAMAGES ON ACCOUNT OF THE CONDITION OF THE PROPERTY, LACK OF SUITABILITY AND FITNESS, OR REDHIBITORY VICES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, DISCOVERABLE OR NONDISCOVERABLE; AND
- (K) ANY CLAIM ARISING FROM ENCROACHMENTS, EASEMENTS, SHORTAGES IN AREA OR ANY OTHER MATTER WHICH WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS.

References to the "Seller" in this Section 17 of this Addendum shall include the Seller and the Seller's servicers, representatives, agents, brokers, employees, and/or assigns.

In the event that the Purchaser breaches any of the terms described or contemplated under this Section 17 of this Addendum, the Purchaser shall pay all reasonable attorney fees and costs incurred by the Seller in defending such action, and the Purchaser shall pay Five Thousand Dollars (\$5,000) as liquidated damages for breach of this Section 17 of the Addendum, which amount shall be in addition to any liquidated damages held or covered by the Seller pursuant to Section 19 of this Addendum.

18. Conditions to the Seller's Performance: The Seller shall have the right, at the Seller's sole discretion, to extend the Expiration Date or to terminate this Agreement if:
- (a) Full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the closing or the mortgage insurance company exercises its right to acquire title to the Property;
  - (b) The Seller determines that it is unable to convey title to the Property insurable by a reputable title insurance company at regular rates;
  - (c) The Seller at any time has requested that the servicing lender, or any other party, repurchase the loan previously secured by the Property and/or such lender or other party has elected to repurchase the property;
  - (d) A third party with rights related to the sale of the property does not approve the sale terms;
  - (e) Full payment of any property, fire or hazard insurance claim is not confirmed prior to the closing;
  - (f) Any third party, whether tenant, homeowner's association, or otherwise, exercises rights under a right of first refusal to purchase the Property.

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- (g) The Purchaser is the former mortgagor of the Property, or is related to or affiliated in any way with the former mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit;
- (h) The Seller, at the Seller's sole discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind;
- (i) The Seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation;
- (j) In the event Seller will not receive net positive proceeds from the sale; or
- (k) Material misrepresentation by the Purchaser.

In the event the Seller elects to terminate this Agreement as a result of (a), (b), (c), (d), (e), (f) (i) or (j) above, the Seller shall return the Purchaser's earnest money deposit. In the event Seller chooses to exercise to terminate this Agreement, Buyer waives any right to sue Seller for specific performance and/or damages and fully releases Seller and holds Seller harmless.

19. Remedies for Default:

- (a) In the event of the Purchaser's default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Seller, at its option, may retain the earnest money deposit and any other funds then paid by the Purchaser as liquidated damages and/or invoke any other remedy available to Seller at law and/or equity and the Seller is automatically released from the obligation to sell the Property to the Purchaser and neither the Seller nor its representatives, agents, attorneys, successors, or assigns shall be liable to the Purchaser for any damages of any kind as a result of the Seller's failure to sell and convey the Property.
- (b) In the event of the Seller's default or material breach under the terms of the Agreement or if the Seller terminates the Agreement as provided under the provisions of Paragraph 18 (a), (b), (c), (d), (e), (f) or (i) of this Addendum, the Purchaser shall be entitled to the return of the earnest money deposit as Purchaser's sole and exclusive remedy at law and/or equity. The Purchaser waives any rights to file and maintain an action against the Seller for specific performance and the Purchaser acknowledges that a return of its earnest money deposit can adequately and fairly compensate the Purchaser. Upon return of the earnest money deposit to the Purchaser, this Agreement shall be terminated, and the Purchaser and the Seller shall have no further liability or obligation, each to the other in connection with this Agreement.
- (c) The Purchaser agrees that the Seller shall not be liable to the Purchaser for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, including but not limited to any cost or expense incurred by the Purchaser in selling or surrendering a lease on a prior residence, obtaining other living accommodations, moving, storage or relocation expenses or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement.
- (d) Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.
- (e) In the event either party elects to exercise its remedies as described in this Section 19 of this Addendum and this Agreement is terminated, the parties shall have no further obligation under this Agreement except as to any provision that survives the termination of this Agreement pursuant to Section 24 of this Addendum.

20. Indemnification: The Purchaser agrees to indemnify and fully protect, defend, and hold the Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against the Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

- (a) Inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns;
- (b) Claims, liabilities, fines or penalties resulting from the Purchaser's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations;
- (c) Claims for amounts due and owed by the Seller for taxes, homeowner association dues or assessment or any other items prorated under Section 10 of this Addendum, including any penalty or interest and other charges, arising from the proration of

PURCHASER (Initials) \_\_\_\_\_



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such amounts for which the Purchaser received a credit at closing under Section 10 of this Addendum; and

(d) The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to closing and/or issuance of required certificates of occupancy.

21. **Risk of Loss:** In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to closing, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. Whether or not Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement and receive a refund of any earnest money deposit.
22. **Eminent Domain:** In the event that the Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the closing, either party may terminate the Agreement and the earnest money deposit shall be returned to the Purchaser and neither party shall have any further rights or liabilities hereunder except as provided in Section 24 of this Addendum.
23. **Keys:** The Purchaser understands that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys. If the Property is presently on a Master Key System, the Seller will re-key the exterior doors to the Property prior to closing at the Purchaser's expense. The Purchaser authorizes and instructs escrow holder to charge the account of the Purchaser at closing for the rekey.
24. **Survival:** Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing and/or termination of the Agreement by any party and continue in full force and effect.
25. **Further Assurances:** The Purchaser agrees to take such other action as reasonably may be necessary or requested by Purchaser to further the purpose of this Agreement. Copies of referenced documents are available from the Seller's listing agent upon request by the Purchaser.
26. **Severability:** The lack of enforceability of any provision of this Agreement shall not affect the enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.
27. **Assignment of Agreement:** The Purchaser shall not assign this Agreement without the express written consent of the Seller. The Seller may assign this Agreement at its sole discretion without prior notice to, or consent of, the Purchaser.
28. **EFFECT OF ADDENDUM: THIS ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND, IF APPLICABLE, ESCROW INSTRUCTIONS. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED AND MADE A PART OF THE AGREEMENT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL, EXCEPT AS OTHERWISE PROVIDED OR REQUIRED BY APPLICABLE LAWS, RULES OR REGULATIONS.**
29. **Entire Agreement:** The Agreement constitutes the entire agreement between the Purchaser and the Seller concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between the Purchaser and the Seller. All negotiations are merged into the Agreement. The Seller is not obligated by any other written or oral statements made by the Seller, the Seller's representatives, or any real estate licensee
30. **Modification:** No provision, term or clause of the Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by the Purchaser and the Seller.
31. **Rights of Others:** This Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors and/or assigns, that is not a party to the Agreement, nor does it create or establish any third party beneficiary to this Agreement.
32. **Counterparts:** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.
33. **Headings:** The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

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SELLER (Initials) \_\_\_\_\_



- 34. Electronic Signature: An electronic signature by the Seller or its Attorney in Fact shall be given the same effect as a written signature.
- 35. Force Majeure: Except as provided in Section 21 to this Addendum, no party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war and terrorism, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means.
- 36. Attorney Review: The Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.
- 37. Notices: Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) calendar days after mailing by first class mail, postage paid, or by fax with confirmation of transmission to the numbers below. All notices to the Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's listing broker or agent or Seller's attorney, at the address or fax number shown below. All notices to the Purchaser shall be deemed sent or delivered when sent or delivered to the Purchaser or the Purchaser's attorney or agent at the address or fax number shown below.
- 38. Additional Terms or Conditions:

**HOME IS BEING SOLD AS-IS.**

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PURCHASER (Initials) \_\_\_\_\_



SELLER (Initials) \_\_\_\_\_

IN WITNESS WHEREOF, the Purchaser and the Seller have entered into this Addendum as of the date first set forth above.

SELLER: Caliber Home Loans, Inc.

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

Its:  EO ASSE  MANAGE

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

SELLER'S AGENT:

Agent Name: \_\_\_\_\_

Brokerage Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

SELLER'S ATTORNEY:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

PURCHASER (Initials) \_\_\_\_\_

SELLER (Initials) \_\_\_\_\_



PURCHASER(S):

Signature 1: 

Print Name: JOSEPH R. Peterson MAYOR

Date: \_\_\_\_\_

Address: 3200 BIDDLE

WYANDOTTE MI 48192

Telephone: 734-284-8888

Fax: \_\_\_\_\_

Signature 2: 

Print Name: WILLIAM R. GRIGGS, CIVIC

Date: \_\_\_\_\_

Address: SAME

\_\_\_\_\_

Telephone: SAME

Fax: \_\_\_\_\_

PURCHASER'S AGENT:

Agent Name: JERRY MILLER

Brokerage Firm: Downriver Real Estate

Address: 2232 EUREKA

WYANDOTTE MI 48192

Telephone: 734-284-8888

Fax: 734-284-8307

E-Mail Address: jerry@downriverrealestategroup.com

PURCHASER'S ATTORNEY:

Agent Name: WILLIAM R. LOOK

Address: 2241 OAK

WYANDOTTE MI 48192

Telephone: 734-285-6500

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_



# CONTRACT TO PURCHASE

**SOURCE REALTY LLC** 367742 (734) 231-0202  
 Listing Office Office ID Phone  
 18707 ECORSE RD, ALLEN PARK, MI 48101  
 Address

**DOWNRIVER REAL ESTATE GROUP** 334610 (734) 284-8888  
 Selling Office Office ID Phone  
 2232 EUREKA RD, WYANDOTTE, MI 48192  
 Address

SELLING AGENT is acting as ( ) SUB AGENT (x) BUYER AGENT  
 ( ) DUAL AGENT ( ) TRANSACTION COORDINATOR

**1. PROPERTY DESCRIPTION.** Buyer agrees to buy from seller the property located at 230 OAK,  
WYANDOTTE WAYNE County,  
 Michigan and legally described as \_\_\_\_\_  
E 1/2 LOT 11 PLAT OF PT OF WYANDOTTE PT2 BLK 84 L57P5WCR57011110011001

The property includes all building, gas, oil and mineral rights owned by the Seller, plumbing, heating and electrical fixtures; built-in appliances; water softener and alarm system (unless rented); water pumps and pressure tanks; stationary laundry tubs; radio and television antenna, satellite dishes and any mechanical controls, shades, shutters, window blinds and window treatment rods; attached floor coverings, attached fireplace doors and screens; garage door openers and controls; screens, storm windows and doors; landscaping, fences and mailboxes, and \_\_\_\_\_

if any, now on the premises, but does not include \_\_\_\_\_

The property is being purchased subject to zoning ordinances and to building and use controls and easement of record.

**2. SALES PRICE.** The sales price is 29,000.00 Twenty-Nine Thousand

**3. METHOD OF PAYMENT.** All monies must be paid by cash, certified check, cashiers check or money order. The sale will be completed by the following method:

- A (x) CASH. Buyer will pay the sales price in cash upon Seller's delivery of a Warranty Deed conveying marketable title.
- B ( ) NEW MORTGAGE. This contract is contingent upon Buyer's ability to obtain a \_\_\_\_\_ mortgage loan in the amount of \$ \_\_\_\_\_. Buyer will apply for mortgage within \_\_\_\_\_ days after Seller's acceptance. If the Buyer fails to deliver written evidence of the loan approval within \_\_\_\_\_ days, at Seller's written option, Seller may cancel this contract and the deposit shall be returned to Buyer forthwith. Further the Buyer shall not be obligated to complete purchase of this property or to incur any penalty or forfeiture of earnest money deposit unless property appraises at purchase price.
- C ( ) SALE TO EXISTING MORTGAGE (SIMPLE ASSUMPTION OR REQUALIFICATION REQUIRED).
- D ( ) SALE TO EXISTING LAND CONTRACT. See attached addendum.
- E ( ) SALE ON LAND CONTRACT. See attached addendum.

**4. CLOSING DATE.** The Buyer agrees to complete the sale within ten days after delivery of the commitment of title insurance; however, if the sale is dependent upon the Buyer acquiring financing, then the closing will be as soon as the mortgage application is approved, a closing date obtained from the lender, and, if applicable, a final inspection of the property approved by the Veterans Administration or FHA. The closing of this sale shall take place no later than October 30, 2014.

**THE PARTIES HAVE READ AND ACCEPT THIS SIDE OF THE CONTRACT TO PURCHASE AND AFFIX THEIR INITIALS HERETO:**

Buyers: \_\_\_\_\_ Sellers: \_\_\_\_\_ / \_\_\_\_\_

**5. OCCUPANCY.** Seller will give occupancy as follows:

(x) Immediately at closing.

( ) \_\_\_\_\_ days after closing. From the date after closing to the date of vacating the Seller will pay Buyer \$\_\_\_\_\_ per day as an occupancy charge. Listing Broker will retain \$\_\_\_\_\_ from Seller's proceeds at closing for occupancy, paying Buyer the amount due Buyer and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered. Broker has no obligation, implied or otherwise, for seeing that the premises are vacated on the date specified or for the condition of the premises, etc. Broker is only acting as escrow agent for occupancy funds.

**6. DEPOSIT.** Buyer deposits \$ 1,000.00 with Seller title company ("escrowee") showing good faith. This money, which will be applied to the sale price, will be deposited in the escrowee's trust account. In the event this transaction does not close and the Buyer and Seller both claim the earnest money deposit, the earnest money deposit shall remain in escrowee's trust account until a civil action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed, in writing, as to the disposition of the deposit or until the escrowee commences a civil action to interplead the earnest money deposit with the proper court pursuant to Rule 339.22313(6).

**7. CLOSING COSTS.** Unless otherwise provided in this Contract, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this Contract, Buyer shall pay the cost of recording the deed and/or security instruments and all application fees and closing costs required by mortgage except where prohibited by law.

**8. TITLE INSURANCE.** As evidence of title, Seller agrees to furnish Buyer prior to closing a Commitment for a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title condition required for the performance of this Contract. Said Commitment of Title Insurance shall be converted to a Policy of Title Insurance subsequent to closing and forwarded to Buyer as soon as all necessary documents have been processed and recorded to cause the issuance of a Policy of Title Insurance. If written objection to the title is made, that the title is not in the condition required for performance, the Seller shall have 30 days from the date he is notified to 1) remedy the title, or 2) refund deposit in full termination of this Contract.

**9. BUYER AND SELLER.** hereby acknowledge disclosure of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage, or 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 Michigan Real Estate Law and Regulations.

**10. DEFAULT.** The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties. Failure to perform by either party shall constitute a breach of this Contract to Purchase. In event of a default by the Seller hereunder, the Buyer may, at Buyer's option, elect to enforce the terms hereof or demand and be entitled to an immediate refund of Buyer's entire deposit in full termination of this Contract. In the event of a default by the Buyer hereunder, the Seller may, at Seller's option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. Brokers shall not be parties to any action taken to enforce the Contract; Broker shall hold deposit (in trust, but without interest) until the dispute is finally resolved, either through an interpleader action in court or through arbitration/mediation, or a written release of the Contract to Purchase signed by all parties.

**11. AS IS.** Buyer understands that Buyer is purchasing a used structure in "AS-IS" condition.  
(A) Buyer has examined the premises and is satisfied with its condition.  
(B) Broker and Broker's agents are not contractors and cannot make any representation regarding the physical condition of the premises.  
(C) Buyer has not relied on any representation of the Broker or Broker's agents.  
(D) Buyer hereby knowingly waives, releases and relinquishes any and all claims or causes of action against Broker and Broker's agents arising out of the condition of the property or arising out of the performance of this Contract to Purchase.

**THE PARTIES HAVE READ AND ACCEPT THIS SIDE OF THE CONTRACT TO PURCHASE AND AFFIX THEIR INITIALS HERE TO:**

Buyers: \_\_\_\_\_ Sellers: \_\_\_\_\_ / \_\_\_\_\_





**21. LEAD-BASED PAINT DISCLOSURE / INSPECTION** (For residential housing built prior to 1978). Buyer acknowledges that prior to signing this Contract to Purchase, Buyer has received a copy of the Lead Based Paint Seller's Disclosure Form and pamphlet provided by the Seller, the terms of which shall be part of this Contract to Purchase.

( ) Buyer shall have \_\_\_\_\_ calendar days after the date of Seller's acceptance of this Contract to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazard. (Federal regulations require a 10 day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer.

(X) Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**22. ARBITRATION.** Any dispute between the undersigned parties, or any of them, about or relating to the condition of the property covered by the Contract to Purchase including claims of fraud, misrepresentation, warranty and negligence, shall be settled by binding arbitration. Construction Arbitration Services, Inc. (CAS) shall be the arbitration service provider. The rules, in effect at the time the Demand for Arbitration is filed, adopted by CAS, and the Michigan Association of Realtors®, shall govern the proceeding(s). This Agreement shall survive the delivery of the deed or contract for deed in the Contract to Purchase. The Parties to this Contract to Purchase acknowledge that they have been advised of the arbitration provisions and voluntarily agree to the arbitration provisions.

Seller's Signature \_\_\_\_\_ Seller's Signature \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Buyer's Signature \_\_\_\_\_  
JOSEPH PETERSON: MAYOR WILLIAM R. GRIGGS: CITY CLERK

Listing Broker \_\_\_\_\_ Selling Broker \_\_\_\_\_  
JEANNIE PROFFITT JERALD MILLER

**THE PARTIES HAVE READ AND ACCEPT THIS SIDE OF THE CONTRACT TO PURCHASE AND AFFIX THEIR INITIALS HERETO.**

Buyers:  \_\_\_\_\_

Sellers: \_\_\_\_\_ / \_\_\_\_\_

NOTE: All conditions of sale and any addenda are incorporated and made a part hereof. Buyer and Seller shall initial where applicable upon this Contract to Purchase and Addenda thereto.

ADDITIONAL CONDITIONS: SUBJECT TO APPROVAL OF MAYOR AND CITY COUNCIL.

FACSIMILE TRANSMISSION OF AN EXECUTED COPY OF ALL DOCUMENTS TO AND INCLUDING THIS CONTRACT TO PURCHASE SHALL CONSTITUTE ACCEPTANCE.

THIS IS A LEGAL AND BINDING DOCUMENT AND BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL.

**23. EXPIRATION.** It is understood that this Contract to Purchase shall remain valid until DATE \_\_\_\_\_ TIME \_\_\_\_\_ (unless earlier withdrawn) and if not accepted by the Seller, deposit returned forthwith to Buyer and the Contract to Purchase shall be null and void.

By the execution of this instrument, Buyer acknowledges receipt of a copy of the Contract.

IN THE PRESENCE OF: \_\_\_\_\_ Agent ID#: 264360  
JERALD MILLER



\_\_\_\_\_  
Buyer's Signature

JOSEPH PETERSON: MAYOR  
Print Buyer's Name



\_\_\_\_\_  
Buyer's Signature

WILLIAM R. GRIGGS: CITY CLERK  
Print Buyer's Name

DATED \_\_\_\_\_ TIME \_\_\_\_\_ ADDRESS \_\_\_\_\_

**BROKER'S ACKNOWLEDGEMENT OF DEPOSIT:** Receipts from the above named Buyer the Earnest Money Deposit above mentioned, which will be applied as indicated in Paragraph 6, or will be returned forthwith after tender, if foregoing offer and deposit is declined.

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

**24. COUNTER.** In the event the Seller makes any written change in any of the terms and/or conditions to the offer presented by Buyer, such changed terms and/or conditions, shall constitute a Counter-Offer by Seller to Buyer which shall remain valid until DATE \_\_\_\_\_ TIME \_\_\_\_\_ (unless earlier withdrawn), and shall require acceptance by the Buyer by initialing each change before such date and time.

**ACCEPTANCE.** By affixing Seller's signature hereto, the Seller accepts this offer and acknowledges receipt of a copy hereto. Seller further agrees that Broker has procured said offer and has brought about this sale and agrees to pay Broker for services rendered a commission as set forth in the Listing Contract for the sale of the property. If the sale is unconsummated for any reason and deposit is forfeited, Broker may retain one-half thereof (not to exceed full commission) in full payment for services rendered.

This is a cooperative sale on a PER LISTING CONTRACT basis with SOURCE REALTY LLC

IN THE PRESENCE OF: \_\_\_\_\_ Agent ID#: \_\_\_\_\_  
JEANNIE PROFFITT

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Print Seller's Name

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Print Seller's Name

DATED \_\_\_\_\_ TIME \_\_\_\_\_ ADDRESS \_\_\_\_\_

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

DATED \_\_\_\_\_ TIME \_\_\_\_\_ / \_\_\_\_\_



## Disclosure Regarding Real Estate Agency Relationships

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

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

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

### SELLER'S AGENTS

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

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

**BUYER'S AGENTS**

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

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

**DUAL AGENTS**

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

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

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

**TRANSACTION COORDINATOR**

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

**DESIGNATED AGENCY**

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

**LICENSEE DISCLOSURE (Check one)**

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

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

**AFFILIATED LICENSEE DISCLOSURE (Check one)**

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

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

Licensee JERALD MILLER

September 15, 2014  
Date

Licensee \_\_\_\_\_

\_\_\_\_\_ Date

**ACKNOWLEDGMENT**

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

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



Potential  Buyer  Seller (check one)  
**JOSEPH R. PETERSON: MAYOR**

September 15, 2014  
Date



Potential  Buyer  Seller (check one)  
**WILLIAM R. GRIGGS: CITY CLERK**

September 15, 2014  
Date

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



**INSPECTION CONTINGENCY**  
**ACKNOWLEDGEMENT AND RELEASE**

Property Address 230 OAK, WYANDOTTE, WYANDOTTE, MI 48192



Acknowledgement: The Buyer(s) JOSEPH PETERSON: MAYOR, WILLIAM R. GRIGGS: CITY CLERK

Acknowledge that my/our Realtor \_\_\_\_\_ has recommended and encouraged a Private Home Inspection on the above referenced property. Said property is being sold in "as is" condition. I/We hold our Realtor harmless for any condition which could have been discovered by a reasonably competent inspector.



Waiver: The Buyer(s) CITY OF WYANDOTTE

\_\_\_\_\_ hereby waive our right to a Private Home Inspection and choose to proceed, according to the terms of the Offer to Purchase of above stated home, realizing that they will be accepting the property in "as is" condition.

Date \_\_\_\_\_

Release: The Buyer(s) \_\_\_\_\_

\_\_\_\_\_ has/have had their Private Home Inspection of subject property by an Inspector of their choice. Having reviewed the results; hereby declare they **are** satisfied with the results of Said inspection and will proceed according to the terms of the Offer to Purchase. Said property is being sold in "as is" condition.

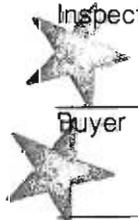
Date \_\_\_\_\_

Release: The Buyer(s) \_\_\_\_\_

\_\_\_\_\_ has/have had their Private Home Inspection of subject property by an Inspector of their choice. Having reviewed the results, hereby declare they **are not** satisfied with the Results of the inspection. Buyers and Sellers hereby agree to a full and Unconditional Release of the Offer to Purchase as evidenced by the attached Release of Contract to Purchase.

Date \_\_\_\_\_

Buyer(s) hereby hold harmless the Sellers, Realtors and Brokers from any and all liability resulting from Private Homes Inspection of said property either now or in the future.



Buyer JOSEPH PETERSON: MAYOR

Seller \_\_\_\_\_

Buyer WILLIAM R. GRIGGS: CITY CLERK

Seller \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

NOTE: This is a legal document. You should seek legal advice.

06/02





# GENERAL CONSIDERATIONS

Real Estate Brokers and Salespersons do not have any expertise or responsibility in the following specific areas and recommend the parties seek assistance from professionals trained in those fields:

- \* Appraisal and determination of fair market value
- \* Law
- \* Financing
- \* Surveying
- \* Structural Conditions
- \* Engineering
- \* Mechanical Systems
- \* Hazardous Materials
- \* Environmental Matters

By signing below, the parties confirm that they have received, read and understand the information in this disclosure statement and that this form was provided to them on the date of their signature.



BUYER  
JOSEPH PETERSON: MAYOR

DATE

BUYER  
WILLIAM R. GRIGGS: CITY CLERK

DATE

SELLER

DATE

SELLER

DATE

This disclosure statement provided by DOWNRIVER REAL ESTATE GROUP  
(Name of Broker)

7/93



The Proffitt Group - OFFER GUIDELINES

Please read the following carefully. The following checklist is required, signed by the buyer and cooperating agent, on all offers prior to being submitted to the Seller.

1. Addenda and Disclosures: Buyer and Agent understand that additional Addenda may be required by the Seller and will be provided by the Listing Agent once price and terms have been agreed upon. Any such Addenda will supersede all other documents. The Listing Agent must receive all contracts, addenda and supporting documentation within 2 calendar days of receipt of seller addenda package or the offer is null and void.

2. Earnest Money: EMD check copies NOT necessary with original offers. If your Buyer's offer is accepted, EMD to be held by Seller's Title Company unless otherwise directed and must be certified funds. A copy of the check must be supplied with Buyer's return addenda package. The actual check MUST be received by the title company within 48 hours of Seller's verbal acceptance or the offer shall become null and void.

3. Financing: All mortgage offers must be accompanied by a Pre-Approval letter dated within the past 30 days. Mortgage contingency deadlines must be strictly adhered to. Loan representatives must provide Listing Agent and Selling Agent weekly loan status updates via email.

4. Proof of Funds: All cash offers must be accompanied by "proof of funds" (e.g. bank letter or statement) dated within the past 30 days. Cash offers received without proof of funds will not be submitted.

5. Offer Status: Offers MUST be emailed to [proffitt-reo@cox.net](mailto:proffitt-reo@cox.net) or faxed to 734-571-6100. Only legible offers will be submitted. A valid agent email address MUST be included on your fax cover. While we know that most buyers become anxious after an offer has been submitted, it is out of our control as to how long it may take a bank to respond to offers. All offers will be submitted to respective banks within 24 hours of receipt. Please refrain from repeatedly calling to check offer status. To verify your offer was received feel free to send an email request. You will be notified via email whether your offer has been accepted, rejected, or countered.

6. Multiple Offers: In the event that multiple offers are received the Seller may request the highest & best offer from all buyers. This means they will have one last chance to submit the maximum they are willing to pay for the property. Most banks will not counter this offer and will consider it the buyer's best offer. Important note: *The Seller is not obligated to request highest and best offers and may without warning accept an offer at their discretion without countering other offers.* Please be advised The Proffitt Group has no control over which offer is accepted. Do NOT call to ask for advice in submitting your highest & best offers. As we operate ethically, we expect this from you as well.

7. Closing Dates: Contractual closing dates are firm. Failure to close on or before the closing deadline will result in the immediate cancellation of the transaction with all earnest money forfeited to the Seller. Communication is critical! It is the Selling agent's responsibility to maintain contact with mortgage rep and follow loan status closely. Requests for extensions must be received as a written Extension Addendum prior to the original closing date to be considered. Do NOT let your transaction run on auto pilot hoping the deal closes in 30 days by itself. As a Buyer's agent YOU are responsible for your client's deadlines. Failure to meet closing deadlines can be costly for Buyer with daily per diem charges occurring, EMD forfeiture and deal failure.

8. Utilities: If Buyer requires utilities OR water to be turned on for the purpose of inspections/appraisals, it is the Buyer or Buyer's agent responsibility to coordinate with local utility companies. If property is winterized, Buyer may be responsible also for de-winterization. Final water reads MUST be ordered/coordinated by the Buyer or Buyer's agent and supplied to list agent no less than 3 days prior to closing. NO water escrows will be held.

Please email or fax this executed checklist along with your offer to Jeannie Proffitt  
Email address: [proffitt-reo@cox.net](mailto:proffitt-reo@cox.net) - OR - Direct fax number: 734-571-6100

BY SIGNING BELOW, I STATE THAT I HAVE READ AND UNDERSTAND THE ABOVE REQUIREMENTS:

Buyer  _____ Date: _____	Selling Agent:  _____ Date: 10.11.11
Print Name: JOSEPH R. Peterson, MAJOR	Print Name: JERRY MILLER
Buyer  _____ Date: _____	Agents must supply valid email address:
Print Name: WILLIAM R BRIGGS cmycroul	<a href="mailto:jerry@downriverrealestategroup.com">jerry@downriverrealestategroup.com</a>

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: October 20, 2014

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

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 230 Oak in the amount of \$29,000.00 to be appropriated from UDAG 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

5

MEETING DATE: October 20, 2014

AGENDA ITEM #

ITEM: Sales Agreements for NPS2 Home 655 Vinewood

PRESENTER: Mark A. Kowalewski, City Engineer

*Mark Kowalewski 10-15-14*

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City received NSP2 Funds to continue the development at the Vinewood Village Condominium Complex. Council approved the listing price of this property in November, 2012, and had three (3) price reductions since then. On January 6, 2014, a random drawing was held and a purchaser was selected, however this offer has since been released. Therefore, the following offer has been received:

Sheila Baker, 19730 Fort Street, Apt 104, Riverview, Michigan 48193 in the amount of \$60,871.50. Ms. Baker is between 50% and 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$13,043 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for five (5) years this lien will not have to be repaid. The final mortgage is in the amount of \$47,828.50.

The proforma of expected expenses includes an estimated association fee of \$155/.00 per month. Item #24 has been added to the Addendum to Purchase Agreement to assure that Purchaser is aware of this fee.

STRATEGIC PLAN/GOALS: The City is committed to enhancing the community's quality of life by, fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods

ACTION REQUESTED: Approval of sale agreement between Sheila Baker and the City.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute Sales Agreements and closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Support*

LEGAL COUNSEL'S RECOMMENDATION: *W. Soth*

MAYOR'S RECOMMENDATION: *[Signature]*

LIST OF ATTACHMENTS: Sale Agreement . . .

cc: Jerry Miller, Wyandotte Realty  
Lindsay Hager, Capital Access  
Emanuel Odom, MSHDA  
Ms. Baker

LOTTERY FORM TO ACQUIRE NSP2 HOME

Date: September 29, 2014

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

RE: File No. 4603

DUE DATE: Monday, November 12, 2012

         649 Vinewood,          651 Vinewood,          653 Vinewood,     x     655 Vinewood,  
         657 Vinewood,          659 Vinewood  
         616 Superior,          618 Superior,          620 Superior,          622 Superior  
(Please place an "X" next to the home you are submitting a Purchase Agreement on)

In order of preference: 1<sup>st</sup>          655 Vinewood          2<sup>nd</sup>           
3<sup>rd</sup>           
4<sup>th</sup>          5<sup>th</sup>          6<sup>th</sup>          7<sup>th</sup>           
8<sup>th</sup>          9<sup>th</sup>          10<sup>th</sup>         

THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:

- NSP2 SINGLE – FAMILY SALES PROGRAM GUIDELINES: has read and understands policy.
- INSPECTION: Familiarity with the present condition of premises based on recent inspection.
- COMPREHENSION: Understanding that Purchase Agreement is subject to the Wyandotte City Council approval prior to closing
- PURCHASE PRICE :          Sixty Thousand Eight Hundred Seventy Two Dollars  
         Dollars  
         (\$ 60,872.00 )

- DEPOSIT: One Percent (1%) of above amount enclosed. Check No. 178958.  
Make check payable to the Minnesota Title Agency
- Enclosed Purchase Agreement
- Enclosed Housing counseling Certificate  50% or Below of Area Median Income
- Enclosed Pre-Qualified Mortgage Letter  ~~N/A~~ 120% or Below of Area Median Income
- If approval from MSHDA for Homebuyer Assistance exceeds \$30,000.00 is needed

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

SIGNATURE: Sheila Baker  
NAME: Sheila Baker

ADDRESS: 19730 Fort St Apt I04 Riverview, Mi 48193

Phone: 734-771-3320

**CITY OF WYANDOTTE**

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



OFFER TO PURCHASE REAL ESTATE

1. **THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the { City of  
Wyandotte, Wayne County, Michigan, described as follows:  
LOT \_\_\_\_\_ and being known as 655 Vinewood \_\_\_\_\_ Street, together with all  
 improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm  
 doors, screens, awnings, TV antenna, gas conversion unit and permit, **ALL APPLIANCES** if any, now on the premises, and to pay  
 therefore the sum of Sixty Thousand Eight Hundred Seventy Two Dollars  
 (\$ 60,872 .00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if  
 any, upon the following conditions;

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

<i>Cash Sale</i>	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check. _____
<i>Cash Sale with New Mortgage</i>	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a <u>FHA</u> mortgage in the amount of \$ <u>TBD</u> _____, and pay ONE PERCENT (1%) down including mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A. Purchaser understands that this Offer to Purchase is being submitted contingent upon Purchaser meeting the following requirements in each category listed below as established by the City of Wyandotte Neighborhood Stabilization Program (NSP):  (1) Minimum Percentage of Down Payment: 1% (2) Minimum Credit Score: 640 (3) Employment Status: Employed or being able to show a reliable income source (4) Minimum Debt-Income Ratio: 40%
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser, at Purchaser's cost, as soon as possible Policy of Title Insurance in an amount not less than the purchase price as determined by Purchaser, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement and tax history certified to a date later than the acceptance thereof .
<i>Time of Closing</i>	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage.
<i>Purchaser's Default</i>	4. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
<i>Seller's Default</i>	5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.

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

<i>Taxes and Prorated Items</i>	<p>8. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <b>Due Date</b> 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. <b>Due dates are August 1 and December 1.</b></p>
<i>Acceptance</i>	<p>9. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p> <p>The Seller is hereby authorized to accept this offer and the deposit of <u>608.72</u> (\$0.00) Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated. Said check shall be made payable to: MINNESOTA TITLE INSURANCE AGENCY.</p>

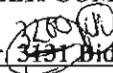
**10. APPLICABLE TO F. H. A. SALES ONLY:**

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered in the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ 60,872.00 which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

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

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

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

13. The closing of this sale shall take place at the office of the City Engineer  3431 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

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

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

Witness:

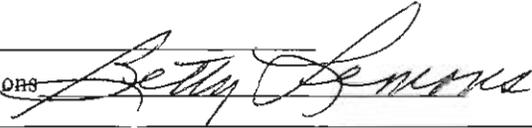
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_, 2013

SELLER: City of Wyandotte

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

Betty Lemons



Dated September \_\_29\_\_\_\_\_, 2014

PURCHASER:



Sheila Baker

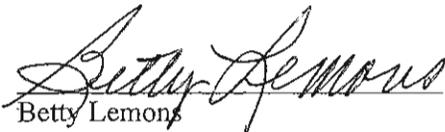
**PURCHASER'S RECEIPT OF ACCEPTED OFFER**

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

Dated \_\_\_\_\_ L. S  
Purchaser

**ADDENDUM TO PURCHASE AGREEMENT**  
FOR PROPERTY KNOWN AS 655 VANDOR  
Wyandotte, Michigan

- SB 15. The Purchaser acknowledges that The City of Wyandotte (Seller) has provided the Purchaser a "Fair Housing and Equal Opportunity for All" pamphlet issued by the U.S. Department of Housing and Urban Development (HUD).
- SB 16. The Purchaser does hereby grant permission to the City of Wyandotte to use his/her photo and name in any lawful publication for the promotion of the City's Neighborhood Stabilization Program or any other approved City programs by signing photo release labeled Attachment A."
- SB 17. Household includes all persons residing at the current residence or persons living at the current residence during the past twelve (12) months. Purchaser acknowledges that the number of household members or income has not changed since his/her submission of NSP2 application.
- SB 18. Any proposal submissions exceeding one (1) per household will be disqualified. Purchaser acknowledges that they will have not submitted any other proposals for the same NSP2 home.
- SB 19. Purchaser will be responsible for title premium and recording fees, which will be deducted at time of closing.
- SB 20. This Agreement is contingent upon the approval of the Wyandotte City Council and Michigan State Housing Development Authority (MSHDA) approval including if required, a mortgage buy down exceeding Thirty Thousand (\$30,000.00) Dollars.
- SB 21. Purchaser will cooperate with the seller to provide seller access to Purchaser's monthly utility bills for the next five (5) years.
- SB 22. Purchaser will be required to sign a Homebuyer Certification and Program Agreement at time of closing.
- SB 23. At closing, the City of Wyandotte will assign to the Purchaser all warranties it has received from the Contractor. It is understood that the term of the warranties began at the agreed upon "Substantial Completion Date." Therefore, the term of such warranties will be less than one(1) year.

  
Betty Lemons

**PURCHASER:**

  
Sheila Baker, a single woman

Dated: September 29, 2014

**SELLER: The City of Wyandotte**

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

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

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

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

Dated: \_\_\_\_\_

2<sup>ND</sup> ADDENDUM TO PURCHASE AGREEMENT  
FOR PROPERTY KNOWN AS 655 VINEWOOD  
WYANDOTTE, MICHIGAN

#24 Purchaser understands the Homeowner Association Fees are currently \$155.00 per month. It is expected that this fee will increase.



PURCHASER:



Sheila Baker

Dated: 10/13/14

SELLER: City of Wyandotte

\_\_\_\_\_

\_\_\_\_\_

Lawrence S. Stec, Mayor Pro-Temp

\_\_\_\_\_

William R. Griggs, City Clerk

Dated: \_\_\_\_\_



# LIGHTHOUSE EMERGENCY SERVICES HOMEBUYER EDUCATION PROGRAM

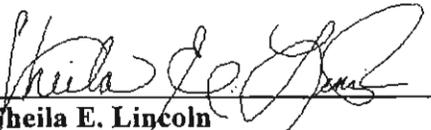
## *Certificate of Completion*

*Sheila M. Baker*

August 13, 2014

*Has completed the Lighthouse Emergency Services **Eight Hour** Homebuyer Education Training*

*\*\* Certificate is valid for one year from date \*\**

  
**Sheila E. Lincoln**  
 NeighborWorks Certified Counselor  
 MSHDA Certified Counselor



FINAL WALK THRU

Purchaser, Sheila Baker, conducted a final inspection walk thru of 655 Vinewood, Wyandotte on October 13, 2014.

Attached Exhibit A identifies all items that the Seller, City of Wyandotte, agrees to repair. There is no other warranty or limited warranty that applies to this purchaser and Purchaser agrees that the only repairs required to be made by the City are those listed on Exhibit A.

Purchaser: Sheila Baker

City of Wyandotte: \_\_\_\_\_

Date: \_\_\_\_\_

EMD Info Sheet  
(attach check)

Property Address: 655 VINEWOOD

Buyer  
Last Name: BAKER

Seller  
Last Name: CITY OF WYANDOTTE

Sale Price: \$ 60872

Type of Financing: FHA

Selling Office: REMAX

Selling Agent(s): BETTY LERIONS

Listing Office: Downriver Real Estate

Listing Agent(s): JERRY MILLER

THIS CHECK HAS VARIOUS SECURITY FEATURES INCLUDING COLORED BACKGROUND, MICROPRINTING & WATERMARK



23670 Telegraph Road • Brownstown, MI 48134 • (734) 676-7000  
13050 Fort Street • Southgate, MI 48195  
14750 King Road • Riverview, MI 48193

01 00198958

198958

VOID AFTER 90 DAYS

10/02/2014

\$608.72

PAY \*\*\* SIX HUNDRED EIGHT DOLLARS AND 72 CENTS \*\*\*

⇒ ⇒ ⇒ PAY ONLY \$608.72

TO THE ORDER OF

MINNESOTA TITLE  
FBO SHEILA BAKER

X   
AUTHORIZED SIGNATURE

VOID OVER \$608.72 01 00198958



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**Attachment "A"**

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**Photo Release Form**

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

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

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

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

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

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

  
\_\_\_\_\_  
(Applicant's Signature) (Date)  
Sheila Baker 9/29/2014  
\_\_\_\_\_  
(Printed Name) (Date)

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

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

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



# LIGHTHOUSE EMERGENCY SERVICES HOMEBUYER EDUCATION PROGRAM

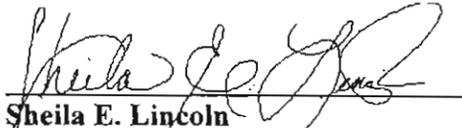
## *Certificate of Completion*

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*Has completed the Lighthouse Emergency Services **Eight Hour** Homebuyer Education Training*

*\*\* Certificate is valid for one year from date \*\**

  
Sheila E. Lincoln  
 NeighborWorks Certified Counselor  
 MSHDA Certified Counselor





Since 1949  
7343 Allen Road  
Allen Park, MI 48101  
Office: 734-759-0012 ext. 2206 Fax: 248.658.2791

### Letter of Approval

September 29, 2014, 2014

Names: Sheila Baker  
Property Address: TBD  
Sales Price: \$67,635.00  
Mortgage Amount: \$65,267.00  
Mortgage Financing: FHA MSHDA 30 yr. Fixed

Ross Mortgage Corporation agrees to make a mortgage loan on the captioned property to Borrower in accordance with the terms and conditions contained herein. This commitment is not assignable by Borrower. In addition to the monthly principle and interest payments, Borrower will be required to pay a monthly escrow for taxes and insurance and, if applicable, private mortgage insurance premiums.

#### CONDITIONS

Ross Mortgage Corporation shall not be obligated to make the loan unless and until it receives in form and substance satisfactory to it: (1) An appraisal by an appraiser approved by Ross Mortgage Corporation and subject to the conditions of the appraisal; (2) title insurance commitment to insure a first mortgage and mortgage survey confirming the commitment; (3) no material change to the information provided to Ross Mortgage Corporation; (4) usual and customary closing requirements; and (5) additional specific conditions:

- Verification of all income to support amount(s) provided on application.
- Verification of all assets required to close

Should for any reason all conditions not be met and this loan not be closed by 12-17-14, or should lender determine at such earlier time that any condition cannot be met this commitment will be void.

#### INTEREST RATE

Ross Mortgage Corporation offers two options to guarantee interest rate:

- Option 1 LOCK IN Ross Mortgage Corporation will guarantee the above stated interest rate and program for a period of 45 calendar days from the date hereof. In no event shall the loan close at a rate less than the guaranteed.
- Option 2 FLOAT If you do not wish to have your interest rate guaranteed at this time, it is understood that the interest rate will be that rate which is in effect at Ross Mortgage Corporation forty-eight (48) business hours prior to the mortgage closing. It is further understood that an interest rate guarantee is available and, in the event Borrower wishes to have the interest rate guaranteed, Borrower may do so by meeting with their loan officer and executing a revised Mortgage Loan Commitment. Unless otherwise stated, the guaranteed rate commitment will be for a period of forty-five (45) calendar days from the date of execution.

Option Selected: Option 1: Lock In \_\_\_\_\_ Option 2: FLOAT \_\_\_\_\_  
This commitment represents the entire agreement between the parties relating to the subject matter hereof and is issued in reliance upon the information which Borrower has provided. Any misrepresentation or omissions of fact relative to Borrower's application could, at the option of Ross Mortgage Corporation, void this commitment.

Ross Mortgage Corporation

Karen Miller  
Senior Loan Officer  
NMLS #370753

**VINEWOOD VILLAGE CONDOMINIUM  
PURCHASE AGREEMENT**

Condominium Unit No. \_\_\_\_\_ (the "Unit")  
 Style: \_\_\_\_\_  
 (As shown on Condominium Subdivision Plan)

Unit Address: 655 Vinewood Wyandotte Mi 48192

WHEREAS, City of Wyandotte, a Michigan municipal corporation, ("Developer") whose address is 3131 Biddle Avenue, Wyandotte, Michigan 48192, is the Developer of a Project known as Vinewood Village Condominium, a condominium, according to the Master Deed thereof recorded in the Wayne County Register of Deeds, located in the City of Wyandotte, Wayne County, Michigan; and

WHEREAS, Sheila Baker

(hereinafter known as "Purchaser"), wishes to purchase a Unit in the Condominium; and

WHEREAS, an Association of Co-owners has been established for the operation and regulation of the Common Elements of the Condominium.

IT IS AGREED AS FOLLOWS:

The Purchaser hereby agrees to purchase the above-referenced Condominium Unit according to the following terms and conditions:

Base purchase price	\$ <u>60,872.00</u>
Custom Extras, if any	\$ _____
<b>TOTAL PURCHASE PRICE</b>	<b>\$ <u>60,872.00</u></b>
Earnest Money Deposit paid on signing this Agreement ("Deposit")	\$ <u>808.72</u>
Additional Deposit to be paid by Purchaser on completion of rough carpentry	\$ _____
Additional Deposit to be paid by Purchaser on completion of drywall	\$ _____
<b>BALANCE OF TOTAL PURCHASE PRICE DUE AT CLOSING</b>	<b>\$ <u>60,263.28</u></b>

NOTE: Unless expressly stated otherwise in an addendum hereto signed by the Developer, Purchaser's Unit is being sold without any custom additions of any kind. Custom additions may only be made in writing by mutual agreement of Purchaser and Developer. If any agreement is made for custom additions hereafter, it must be shown upon a form to be provided and signed by Developer

and Purchaser and attached to this Agreement as an addendum. In the event Developer fails to perform any work covered by an addendum described in this paragraph, Developer shall, at the time of closing, refund to Purchaser any amounts previously paid by Purchaser with respect to any such work not performed by Developer, the same to be Purchaser's sole remedy. The base purchase price stated herein shall be increased by an amount to be paid for such custom additions as agreed upon by Purchaser and Developer.

Developer hereby agrees that all sums received under this Purchase Agreement shall be held in escrow and placed in an escrow account with \_\_\_\_\_ Minnesota Title Insurance Company, by and through its authorized agent, Minnesota Title Insurance \_\_\_\_\_ Company, whose address \_\_\_\_\_ is

\_\_\_\_\_ under an Escrow Agreement, a copy of which is attached hereto and incorporated by reference herein. Any interests earned on funds refunded to Purchaser upon the occasion of his withdrawal from this Agreement shall be paid to Developer.

Said Unit, if not constructed by the date hereof, shall be constructed substantially in accordance with the basic plans and specifications of Developer's typical model Unit which Purchaser has examined and approved. If necessitated by governmental regulation, material shortage or unavailability or other conditions beyond Developer's control, Developer may, in its discretion, make such changes and comparable substitutions for materials, equipment and fuel source called for in the specifications as are reasonable and in accordance with applicable building codes. No furnishings or extra features in the model shall be included in the purchase price unless specifically provided in the basic plans or in an addendum attached hereto. The nature of landscaping and construction materials shall be within the discretion of Developer unless otherwise expressly provided herein. The location and ground elevation of the Unit are to be determined by Developer, at its sole discretion. There may be significant variations in the grade of the Condominium property. The finished grade contours of the property may result in steps being required between the garage and the landing within the Unit. Accordingly, the final finished floor elevation configuration of each Unit may vary from the model depending on the grade of the Condominium Property at the Unit's location.

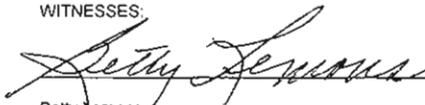
Purchaser agrees that, in addition to the purchase price above mentioned, he will be liable for his proportionate share of the Association assessment for maintenance, repair, replacement and other expenses of administration as outlined in the Bylaws.

The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

This Agreement is executed by the parties on the 29th day of September, 2014. Purchaser acknowledges receipt of a copy of this Agreement, the Limited Warranty and the Escrow Agreement referred to herein.

THE PARTIES HERETO AGREE THAT THIS AGREEMENT IS SUBJECT TO AND INCLUDES THE GENERAL PROVISIONS ON THE REVERSE HEREOF WHICH PURCHASER ACKNOWLEDGES THAT HE HAS READ.

WITNESSES:

  
 \_\_\_\_\_  
 Betty Lemons

  
 \_\_\_\_\_  
 Sheila Baker Purchaser  
 \_\_\_\_\_  
 Purchaser

19730 Fort St Riverview, MI 48193

Address

Purchaser's Telephone No.: 734-771-3320

CITY OF WYANDOTTE, a Michigan municipal corporation

Developer's Telephone No.: \_\_\_\_\_

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



## VINEWOOD VILLAGE CONDOMINIUM - GENERAL PROVISIONS

1. **Plan and Purpose.** The Condominium Association has been established as a Michigan non-profit corporation for the purpose of operating and maintaining the Common Elements of the Condominium. Each Co-owner will be a member of the Association and will be subject to the Bylaws and regulations thereof. Purchaser hereby agrees to abide by the terms, provisions, declarations, covenants and restrictions contained in the Master Deed, Bylaws and Condominium Subdivision Plan of the Condominium Project, and the Articles of Incorporation, Bylaws, and Rules and Regulations, if any, of the Condominium Association, copies of which have been, or will be, delivered to Purchaser.

2. **Conveyance of Title.** In consideration of Purchaser's agreement to purchase, Developer agrees to convey to Purchaser good and marketable title by warranty deed to said Unit, subject to any real estate taxes which constitute a lien but are not yet due and payable, easements and restrictions, if any, all governmental limitations and to the instruments referred to in paragraph 1 above. Purchaser agrees to close on the purchase of the Unit in accordance with the terms of this Agreement, subject to any withdrawal or cancellation rights stated herein. The closing shall take place at the office of Developer or at the office of Purchaser's mortgage lender. The closing shall take place within five days after the later of Developer's delivery of the title insurance commitment to Purchaser or completion of construction. Issuance of a temporary or final certificate of occupancy shall constitute satisfactory completion of construction. Failure of the Purchaser to close within the aforementioned five day period shall constitute a default under this Agreement for which Developer shall have all the remedies set forth in Paragraph 4 of the General Provisions of this Agreement. Purchaser further agrees that the closing date established above shall not be postponed because minor "punchlist" construction items may not have been completed by such date, and Purchaser agrees to accept possession of his Unit notwithstanding the existence of such items. Purchaser shall make any color and material selections not made as of the date hereof within 10 days after written request therefor by Developer. If Purchaser fails to make such selections in writing within such period, Developer may thereafter at its sole option declare Purchaser to be in default hereunder or make such selections on behalf of Purchaser and Purchaser agrees to accept the same without modification of his obligations hereunder. It is understood that Purchaser will, at the time title is conveyed to him, pay all mortgage costs and such other closing costs as are customarily paid by purchasers of comparable real estate in this jurisdiction and taxes, assessments and insurance will be adjusted to the date of closing.

Taxes will be prorated on a due-date basis with taxes considered being paid in advance. In addition to the Developer's credit for tax proration at the time of closing and in the event that the real property tax bills relative to the Condominium Project (or the phase thereof in which Purchaser's Unit is located) have not yet been split into separate tax bills for each Unit by the local tax assessor, Developer may require Purchaser to pay into an escrow account to be maintained by the Association an amount equal to Purchaser's estimated percentage of value share of real estate taxes with respect to the Condominium Project (or the phase thereof in which Purchaser's Unit is located) which will next fall due. Within a reasonable time after closing, Developer, at its expense, will furnish Purchaser with an owner's title insurance policy issued by Chicago Title Insurance Company in a face amount equal to the purchase price of the Unit. A commitment therefor will be furnished to Purchaser by Developer at or prior to closing.

An amount equal to 2 months' estimated assessment in advance shall be paid by Purchaser to the Association at the time of closing, as a nonrefundable working capital contribution and Purchaser shall also, if required by Developer, make a proportionate contribution to the Association's insurance at the time of closing.

3. **Cancellation Rights of Developer.** The rights of Purchaser hereunder shall be subject and subordinate at all times to the terms of any mortgage given by Developer on the phase of the Project in which Purchaser's Unit is located until conveyance of title pursuant hereto.

The Developer may, at its option, release the obligations of Purchaser under this Agreement in the event Purchaser shall secure another Purchaser who is satisfactory to Developer. This Agreement is not otherwise assignable.

4. **Default.** If, after this Agreement has become binding pursuant to paragraph 5 of these General provisions, Purchaser defaults in any of the payments or obligations provided in this Agreement and the default continues for five (5) days after written notice sent by Developer to Purchaser, then at the option of the Developer, Developer may extend the time period for the closing to take place and Developer may charge Purchaser the sum of One Hundred (\$100.00) Dollars per day for each and every day this sale does not close after the expiration of the five day period specified above as liquidated carrying charges. Notwithstanding the fact that Developer may have extended the period of time to close this sale, Developer may, at any time Purchaser is in default, terminate this Agreement and receive all Deposits paid by Purchaser as liquidated damages plus any liquidated carrying charges which have accrued as aforesaid. Notwithstanding the foregoing, liquidated damages and carrying charges shall not exceed the sum of (a) 15% percent of the base purchase price stated herein plus, (b) the full price of the custom additions, if any, purchased by Purchaser from Developer.

5. **Binding Effect.** This Agreement shall become a binding agreement upon the expiration of 9 business days after receipt by Purchaser of the documents referred to in paragraphs 1 and 15 of these General Provisions and the Disclosure Statement for the Condominium Project unless Purchaser waives his right of withdrawal during such time period in accordance with Section 84 of the Michigan Condominium Act. Prior to closing and the expiration of such 9-day period, Purchaser shall be entitled to withdraw from this Agreement after signing the same without cause and without penalty and to receive a refund of all funds deposited hereunder upon due written notice to Developer at any time within such 9-day period, unless Purchaser has waived the right of withdrawal as provided above.

6. **Developer's Obligation to Record Amendment.** If at the time of execution of this Agreement the Unit is proposed to be included within the Condominium Project, Developer shall record an amendment to the Master Deed which includes the Unit described herein within 6 months from the date of this Agreement. If Developer shall fail to record the amendment with such 6-month period, Purchaser shall have the right to terminate this Agreement by written notice to Developer at any time prior to the date on which Developer records such amendment and, upon due termination, to demand and receive from Escrow Agent all amounts paid hereunder in full termination of all rights and obligations of both parties.

7. **Developer's Obligation to Tender Conveyance.** Developer shall tender conveyance to Purchaser of any Unit referred to in paragraph 6 above within 1 year from the date hereof or, failing such tender, this Agreement shall be terminable by Purchaser by written notice to Developer for a period of 10 days after such failure, within which time Purchaser may demand and receive a return of all amounts paid hereunder in full termination of the rights and obligations of both Developer and Purchaser. In the event that Purchaser declines to make such demand, then this Agreement shall be extended for a further period of 6 months to enable performance by Developer and Purchaser hereunder.

8. **Attachment of Plans.** If paragraph 6 above is applicable, a site plan showing the approximate location of the subject Unit is attached hereto, and unless a Unit substantially identical to such Unit already has been included in the Project, plans describing the physical characteristics of such Unit are appended to this Agreement.

9. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. **Limited Warranty.** The only warranty made by Developer with respect to the subject Unit is contained in the separate limited warranty delivered to Purchaser simultaneously with the execution of this Purchase Agreement.

11. **Oral Representation Not To Be Relied Upon.** This Agreement will supersede any and all understandings and agreements and constitutes the entire Agreement between the parties and no oral representations or statements shall be considered a part hereof.

12. **Notices.** All written notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by ordinary first class mail or by registered or certified mail, postage prepaid, and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

13. **Usage of Terms.** The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Developer or Purchaser or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively.

14. **Square Footage Calculations.** The square footage calculations shown on the Condominium Subdivision Plan are computed on the interior dimensions of the Unit. The square footages quoted in sales literature given to you will differ from those shown on the Condominium Subdivision Plan because these square footages are calculated on the exterior dimensions of the Unit.

15. **The Condominium Buyers Handbook.** Purchaser hereby acknowledges receipt prior to execution of this Agreement of a copy of The Condominium Buyers Handbook published by the Michigan Department of Commerce.



## Disclosure Regarding Real Estate Agency Relationships

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

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

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

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

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

### SELLER'S AGENTS

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

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

**BUYER'S AGENTS**

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

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

**DUAL AGENTS**

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

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

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

**TRANSACTION COORDINATOR**

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

**DESIGNATED AGENCY**

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

**LICENSEE DISCLOSURE (Check one)**

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

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

**AFFILIATED LICENSEE DISCLOSURE (Check one)**

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

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

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

Betty Lemons  
Licensee Betty Lemons

8-2-14  
Date

Licensee

Date

ACKNOWLEDGMENT

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

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

Sheila M. Baker  
Potential  Buyer  Seller (check one) Sheila M. Baker

8-2-14  
Date

Potential  Buyer  Seller (check one)

Date



RECEIPT AND INSTRUCTION SHEET

VINEWOOD VILLAGE CONDOMINIUM

Dear Co-owner:

At this time we are furnishing you with the Vinewood Village Condominium disclosure documents which include the Vinewood Village Condominium Purchase Agreement, Recorded Master Deed, Condominium Buyer's Handbook, Disclosure Statement, and all of the other documents as listed on "Exhibit A" attached hereto.

As provided in Sections 84 and 84a of the Michigan Condominium Act, unless you waive the right of withdrawal, your purchase agreement shall not become binding on you and you may withdraw from your purchase agreement without cause and without penalty before conveyance of the unit and within 9 business days after receipt of the following documents:

- (a) Recorded Master Deed.
- (b) Copy of the Purchase Agreement.
- (c) Condominium Buyer's Handbook.
- (d) Disclosure Statement.

"Business day" means a day of the year excluding a Saturday, Sunday, or legal holiday. The calculation of the 9 business-day period shall include the day on which the documents listed above are received if that day is a business day. During that time, you should be sure to carefully read the accompanying documents which control the operation of the Condominium and are of extreme importance to you in understanding the nature of the interest which you are purchasing and your relationship with the Condominium Project, its Co-owners and the Developer.

The signature of the purchaser upon this Receipt and Instruction Sheet is a prima facie evidence that the documents listed on Exhibit A attached hereto were received and understood by the Purchaser.

Very truly yours,

CITY OF WYANDOTTE

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

Receipt of described Documents acknowledged:

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

Sheila Baker  
(If more than one Purchaser, all must sign)

Unit No.: 8

Dated: September 29, 2014

EXHIBIT A

DOCUMENTS FURNISHED WITH  
RECEIPT AND INSTRUCTION SHEET

Amended and Restated Master Deed

Condominium Bylaws

Condominium Subdivision Plan

Association Articles of Incorporation

Purchase Agreement

Escrow Agreement

Limited Warranty

Condominium Buyer's Handbook

Disclosure Statement

VINEWOOD VILLAGE CONDOMINIUM

LIMITED WARRANTY

Legal Description Wayne Co Condo Sub Plan no 877 AKA Vinewood Village T3S R11E L43591 of  
deeds P 102 to 153 WCR-K9.2121 \_\_\_\_\_ Building No. \_\_\_\_\_  
Home No 8 \_\_\_\_\_ Style: \_\_\_\_\_  
Community: **VINEWOOD VILLAGE CONDOMINIUM** Home Address: 655 Vinewood

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This Limited Warranty is made by the City of Wyandotte, a Michigan municipal corporation (the "Developer and/or Builder" herein referred to as Developer/Builder throughout this Limited Warranty), whose address is 3131 Biddle Avenue, Wyandotte, Michigan 48192, according to the following terms and conditions:

1. **COVERAGE.** Developer/Builder warrants, subject to the terms and exclusions set forth herein, that for the period of one (1) year after the date of closing (the date Developer/Builder conveys legal or equitable title to Purchaser), Purchaser's Home (the term "Home" will herein refer to the residence purchased by Purchaser located on the lot, site, or unit, as the case may be, Purchaser takes title to subject to this Limited Warranty) shall be free from substantial defects in materials and workmanship.

2. **MANUFACTURER'S WARRANTIES.** Developer/Builder assigns and passes through to Purchaser, to the extent permitted by the terms of such warranties and by law, and as are effective on the date of closing, the manufacturers' and suppliers' warranties on all "Consumer Products" sold by Developer/Builder to Purchaser, whether as part of the Home or separately, as the same may be defined from time to time by Public Law No. 93-637, commonly known as the "Magnuson-Moss Act", or any regulations promulgated thereunder. The following are examples of "Consumer Products", although not every Home includes all of these items and some Homes may include "Consumer Products" not in this list: furnaces, ranges, ovens, dishwashers, garbage disposals, hot water heaters and air conditioners. The manufacturer's warranties will be given to you at the time of your final preclosing walk-through and you should read them carefully. If necessary, you should mail any return post cards to record the warranties with the manufacturer.

3. **EXCLUSIONS FROM COVERAGE.** Developer/Builder does not assume any responsibility or liability whatsoever for any defects or other matters pertaining to the common elements (including without limitation the roads, curbs, and utility lines within the development) nor for any of the following (either with respect to your Home or the common elements appurtenant thereto), all of which are excluded from coverage under this Limited Warranty:

a. Defects in "Consumer Products" as defined in the Magnuson-Moss Act or the regulations promulgated thereunder. Developer/Builder has assigned to Purchaser all warranties of "Consumer Products" furnished to Developer/Builder by suppliers or manufacturers, but those warranties will be solely the obligation of such suppliers and manufacturers and Developer/Builder has no obligation or liability with respect to those warranties. You should follow the procedures in these warranties if defects are detected in items covered by them.

b. Damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of your Home or of any other common element.

c. Defects which are the result of characteristics common to the materials used, including defects which arise from normal settlement, shifting or normal expansion or contraction of the materials, and including, without implied limitation, the following: warping and deflecting of wood; fading, chalking and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks or masonry; drying, shrinking and cracking of caulking and weather stripping; cracks and chipping in tile or cement and heaving of tile or cement; chipping and cracking of ceramic tile and grout discoloration and grout falling out; nailpops; and settling of your Home or the ground under your Home or under and around other homes or common elements.

d. Damage to or destruction of any tree, shrub plant or any sod placed anywhere else in the Community (the term "Community" will herein refer to the subdivision or condominium in which Purchaser's Home is located), whether or not native to the Community, existing after completion of construction of your Home, regardless of Developer's/Builder's care in planting or protecting the same in either their original or relocated area.

e. Defects in any items or materials installed or replaced by you or any other person except Developer/Builder or the authorized agents and subcontractors of Developer/Builder acting at Developer's/Builder's request.

f. Work done by you or any other person except Developer/Builder or Developer's/Builder's authorized agents and subcontractors acting at Developer's/Builder's request.

g. Loss or injury due to the elements.

h. Conditions resulting from condensation on, or expansion or contraction of materials.

i. Any claims or defects due to sound transmission or noise from any other source inside or outside the home.

j. ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR SECONDARY DAMAGES ARISING OUT OF ANY DEFECTS IN MATERIALS OR WORKMANSHIP OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY. In no event will Developer/Builder be liable for such damages even if Developer/Builder has been advised of the possibility of such damages, nor shall Developer/Builder be liable for or responsible to compensate or indemnify Purchaser for any damage, claim, demand, loss, cost of expense resulting from an alleged claim of breach of warranty hereunder, whether relating to injury to persons, property, or otherwise, or relating to the presence of any toxic or hazardous waste, substance,

or contaminant, including without limitation radon gas or mold, in, on, or under the Home, the Community or the real estate adjacent to or in close proximity with the Community.

4. **FINAL ORIENTATION.** You will be allowed a final walk-through of the completed Home prior to closing. You should carefully inspect the Home. In the event any defects in materials or workmanship exist per this Limited Warranty, a written list of such defects must be made and presented to Developer/Builder prior to closing. The Developer/Builder shall not be required to correct such defects prior to closing but shall do so as promptly as possible after the closing at Developer's/Builder's own expense. After the closing, Developer's/Builder's obligation to correct defects in the Home shall be strictly limited to those defects which are covered by this Limited Warranty and which were listed by the Purchaser in writing prior to the closing. NICKS OR CRACKS ON PLUMBING FIXTURES, APPLIANCES, MIRRORED BI-FOLD DOORS, MIRRORS, COUNTER TOPS, CERAMIC TILE, TUB SCRATCHES OR CHIPS, MARBLE OR OTHER MATERIALS OR SURFACES WILL NOT BE REPAIRED UNLESS NOTED ON YOUR FINAL PRE-CLOSING WALK-THROUGH/ORIENTATION LIST.

5. **CLAIMS PROCEDURE AFTER CLOSING.** If a defect appears that you reasonably believe is covered by this Limited Warranty, you must file a written Warranty Service Request with Developer/Builder at the address noted below. Developer/Builder has no responsibility or liability hereunder for any claim which is not received by Developer/Builder before the expiration of the one-year Limited Warranty period set forth in paragraph 1. Nor does Developer/Builder have any responsibility or liability hereunder for any claim which is not received by Developer/Builder at the designated address. If delay will cause extra damage, please contact Developer/Builder via telephone and follow-up with written notice. To eliminate misunderstandings and to protect your interests, however, other than emergency items all communications must be in writing.

You must sign an acknowledgment of the completion of each repair made pursuant to this Limited Warranty on the repair order, as each repair is completed. Your failure to sign an acknowledgment upon request will terminate this Limited Warranty and relieve Developer/Builder of any further obligation to make additional repairs.

6. **REMEDY.** Upon receipt of a claim of defect, Developer's/Builder's authorized agent shall investigate the same. If upon such investigation it is determined that a defective item that is covered by this Limited Warranty exists, Developer/Builder will repair or replace it at no charge within a reasonable period that should not exceed sixty (60) days, unless extraordinary inclement weather, material shortages or labor problems create unforeseen delays. The decision whether to repair or replace shall be made solely by Developer/Builder. All work performed hereunder shall be done by Developer/Builder or its authorized agents. REPAIR OR REPLACEMENT OF DEFECTIVE ITEMS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY. Any controversy, claim or dispute arising out of or relating to the construction of the Home (including claims subject to this Limited Warranty) or the condition of the Home shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") and the Federal Arbitration Act (title 9 of the United States Code) and judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction. As a condition precedent to arbitration, the dispute shall first be mediated in accordance with the Construction Industry Mediation Rules of the AAA, or such other mediation service selected by Developer/Builder.

7. **NOT TRANSFERABLE.** This Limited Warranty is offered only to the first purchaser of the Home. If you sell, assign or otherwise transfer all or a portion of your Home, this Limited Warranty shall automatically terminate as of the date of such sale, assignment or transfer.

8. **NO OTHER WARRANTIES.** THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY DEVELOPER/BUILDER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE LAW OR THE MAGNUSON-MOSS ACT INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY, ARE DISCLAIMED AND EXCLUDED. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, DEVELOPER/BUILDER HAS MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE HOME, THE COMMUNITY, THE VALUE OR RESALE VALUE OF THE HOME, THE REAL ESTATE ADJACENT TO OR IN CLOSE PROXIMITY WITH THE COMMUNITY OR THE CONDITION OF THE AIR, THE SOILS, SURFACE WATERS, AND GROUND WATERS IN, ON, OR UNDER THE HOME, THE COMMUNITY OR SUCH ADJACENT OR PROXIMATE REAL ESTATE. PURCHASER HAS MADE ITS OWN INVESTIGATION WITH RESPECT TO THE FOREGOING.

9. **APPLICABLE LAW.** This Limited Warranty shall be construed in all respect and governed by the laws of the State of Michigan.

CITY OF WYANDOTTE:

PURCHASER(S):

By: \_\_\_\_\_  
a Michigan limited liability company

  
Signature

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

Signature

Date: 9/29/2014

Address: 19730 Fort St #104 Riverview Mi

Phone: 734-771-3320

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: October 20, 2014

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

RESOLVED BY THE MAYOR AND COUNCIL that Council concurs with the recommendation of the City Engineer regarding the sale of the NSP2 home at 655 Vinewood; AND

BE IT RESOLVED that Council hereby accepts the offer for 655 Vinewood from Sheila Baker, Riverview, Michigan in the amount of \$60,871.50. Ms. Baker is between 50% and 120% of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy approval of \$13,045 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for five (5) years this lien will not have to be repaid. The final mortgage amount is in the amount of \$47,828.50; AND

BE IT FURTHER RESOLVED that this offer is contingent upon MSHDA approval of the subsidy; AND

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

I move the adoption of the foregoing resolution.

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

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

<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 20, 2014

AGENDA ITEM #

**(6)**

ITEM: DEMOLITIONS BIDS FOR 143 – 149 BENNETT STREET

PRESENTER: Mark Kowalewski – City Engineer

*Mark Kowalewski 10-16-14*

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND:

Council directed the demolition of 143-149 Bennett on August 18, 2014. (Attached)

Bids were requested and were received on August 27, 2014, for the above properties at 143 - 149 Bennett. 21<sup>st</sup> Century was determined to be the most qualified bid. See attached bids.

STRATEGIC PLAN/GOALS: Fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer selecting 21<sup>st</sup> Century as the contractor of record.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work form Account No. 492-200-850-519 for the properties.

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to 21<sup>st</sup> Century directing them to begin demolition.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

*S. Dunsdale*

LEGAL COUNSEL'S RECOMMENDATION:

*W. Joch*

MAYOR'S RECOMMENDATION:

*D. J. [Signature]*

LIST OF ATTACHMENTS:

Council Resolution Dated August 19, 2014  
Summary of bids for demolition.

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



**COUNCIL**

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

August 19, 2014

JOSEPH PETERSON  
MAYOR  
RESOLUTION

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

By Councilman Ted Miciura Jr.  
Supported by Councilwoman Sheri M. Fricke

RESOLVED by the City Council that WHEREAS a hearing was held on August 18, 2014, where all parties were given opportunity to show cause, if any the had, why the structure at 143-149 Bennett, Wyandotte should not be demolished otherwise made safe, AND BE IT FURTHER RESOLVED that the Council considered the communication September 12, 2012, and inspection report dated April 20, 2011, and re-inspected on June 22, 2011, and September 11, 2012 and show cause hearing minutes of March 19, 2014 and the recommendation of the Hearing Officer and the City Engineer's Office and all other facts and considerations were brought to their attention at said hearing; AND BE IT RESOLVED that the City Council hereby directs that said property located at 143-149 Bennett, Wyandotte should be demolished, and that all costs to remove this structure be assessed against the property in question as a lien. BE IT FURTHER RESOLVED that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within TWENTY-ONE (21) days of the date of this resolution if they so desire; AND BE IT FURTHER RESOLVED that if the structure is not demolished within 60 days, then the City will proceed with demolition of said structure and assess the cost of same against said property.

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 August 18, 2014.

*Maria Johnson*  
Maria Johnson  
Deputy City Clerk

CC: City Assessor; All interested parties; Department of Legal Affairs

	143 Bennett	149 Bennett	Totals
21st Century	\$7,183	\$11,152	\$18,335
Pro Excavation	\$7,000	\$13,000	\$20,000
Homrich	\$15,000	\$14,600	\$29,600

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: October 20, 2014

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

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

A Resolution authorizing the acceptance of 21<sup>st</sup> Century's bid of \$18,335 for the demolition of 143 and 149 Bennett from account 492-200-850-519. The cost will be assessed against these properties; AND

BE IT FUTHER RESOLVED that the parties of interest shall be forwarded a copy of this resolution by the City Clerk.

I move the adoption of the foregoing resolution.

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

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

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

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First Reading

**AN ORDINANCE ENTITLED**  
**“AN ORDINANCE TO AMEND SEC. 2-245 OF THE**  
**CITY CODE OF ORDINANCES ENTITLED “SPECIAL SUPPLEMENTAL**  
**RETIREMENT BENEFIT ALLOWANCES”**

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment to Sec. 2-245. – Special supplemental retirement benefit allowances:

Sec. 2-245. - Special supplemental retirement benefit allowance.

(a)

The provisions of this section shall be effective December 15, 1980, and shall be operative during a fiscal year if the (i) retirement commission adopts a resolution to allocate monies to the special retirement reserve fund for the fiscal year under section 2-238, and (ii) the city council adopts a resolution declaring the provisions of this section in effect for the fiscal year.

(b)

Subject to the preceding restrictions, to be eligible for a special supplemental retirement benefit allowance, the retirant or beneficiary must have been in receipt of a retirement allowance for one (1) full calendar year as of the September thirtieth prior to receiving a retirement allowance.

(c)

The amount of the special supplemental retirement allowance to be paid each eligible retirant or beneficiary shall be equal to one-half of the total monies credited to the special retirement reserve fund as of September thirtieth of each fiscal year under section 2-238 divided by the total number of years of credited service for all eligible retirants and beneficiaries of the system multiplied by each retirant's or beneficiary's respective years of credited service in the system multiplied by the applicable percentage in the following table:

<b>0 – 5 complete years retired:</b>	<b>None</b>
<b>&gt;5 -10 complete years retired:</b>	<b>50% of calculated benefit</b>
<b>&gt;10-15 complete years retired:</b>	<b>100% of calculated benefit</b>
<b>&gt;15-20 complete years retired:</b>	<b>150% of calculated benefit</b>
<b>&gt; 20 complete years retired:</b>	<b>200% of calculated benefit</b>

(d)

Payment of the special supplemental retirement benefit allowance set forth herein shall be paid to each eligible retirant or beneficiary on December fifteenth of each year.

(e)

A notice form, required to be returned within thirty (30) days of mailing, shall be submitted to each eligible retirant or beneficiary requesting that they should notify the City if they do not wish to receive the benefit.

(f)

In the case of a beneficiary, the effective date of the special supplemental retirement benefit allowance shall be the date of death of the member of the system or the date of retirement of the member of the system, as the case may be.

(g)

The commission shall evaluate the requirements of this section and the possibility of increasing benefits under this section each fiscal year.

(h)

Notwithstanding anything in this section to the contrary, no special supplemental retirement benefit allowance shall be made to any retirant or beneficiary in any fiscal year unless sufficient monies are available in the special retirement reserve fund to make the benefit payments provided in subsection (c).

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance takes effect fifteen (15) days from the date of its passage and this ordinance shall be published in a newspaper circulated in the City of Wyandotte within ten (10) days after the adoption.

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

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

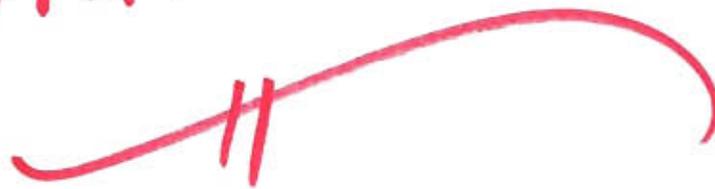
I hereby approve the adoption of the foregoing ordinance this      day of      , 2014.



Reports

+

minutes



Wyandotte, Michigan October 13, 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

PERSONS IN THE AUDIENCE

Melanie Brown, 657 Vinewood, regarding condos on Vinewood. Would like the City to help. Will respond soon.

Terence Kulaszewski, 159 Bennett, regarding 149 Bennett, house next door to him is a disgrace to the neighborhood and needs to be demolished. Hearing took place and demo is scheduled.

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION  
MEETING DATE: October 13th, 2014 AGENDA ITEM #1

ITEM: City Purchasing 316 Clark, Wyandotte,

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property is an eyesore in the neighborhood and is the last house on the block. The property is zoned Industrial, so the house is non-conforming use. The Engineering Department has negotiated a sales price of \$25,000. The property information is as follows:

Lot Size: 50' x 102'	Demolition Cost Estimated at: \$5,000.00
2014 SEV: \$40,200	Market Value: \$80,400.00
2013 Taxes: \$2,101.94	

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: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: reviewed by B. Look

MAYOR'S RECOMMENDATION: Joseph R. Peterson

LIST OF ATTACHMENTS: Purchase Agreement and Map

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION  
MEETING DATE: October 13th, 2014 AGENDA ITEM #2

ITEM: Business Property Lease – 542 Ford Avenue

PRESENTER: Todd Drysdale, City Administrator

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: Lawrence S. Stec

LIST OF ATTACHMENTS: I. Business Property Lease - 542 Ford Avenue

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION  
MEETING DATE: October 13th, 2014 AGENDA ITEM #3

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

PRESENTER: Mark A. Kowalewski, City Engineer

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: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: LS/JS

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

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION  
MEETING DATE: October 13th, 2014 AGENDA ITEM #4

ITEM: Leave of Absence Request of Peter Taormina

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 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: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: LS/JS

LIST OF ATTACHMENTS: Letter from Peter Taormina

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION  
MEETING DATE: October 13th, 2014 AGENDA ITEM #5

ITEM: City Purchasing 1251 6<sup>th</sup> Street, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer

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: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: LS/JS

LIST OF ATTACHMENTS: Purchase Agreement and Map

REPORTS AND MINUTES

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

CITIZENS PARTICIPATION

None

RECESSRECONVENINGROLL CALL

Present: Councilpersons Fricke, Miciura, Sabuda, Schultz, Stec  
Absent: Councilperson Galeski

HEARING

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

Christine Kraft, 9215 Byromar, Grosse Ile, Michigan, requesting more time for maintenance repairs. Property title still in deceased mother's name.

RESOLUTIONS

Wyandotte, Michigan October 13, 2014

RESOLUTION by Councilperson Donald Schultz

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 Donald Schultz

Supported by Councilperson Leonard Sabuda

ROLL ATTACHED

Wyandotte, Michigan October 13, 2014

RESOLUTION by Councilperson Donald Schultz

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 Donald Schultz

Supported by Councilperson Leonard Sabuda

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

NAYS: None

Wyandotte, Michigan October 13, 2014

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City 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. AND BE IT FURTHER RESOLVED that the Wyandotte Braves are to complete a certificate of occupancy application which is subject to the approval of the City Engineer. AND FURTHER that the maximum occupancy is twenty-two (22) persons.

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

Wyandotte, Michigan October 13, 2014

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that Council APPROVES the Purchase Agreement to sell 17.5 feet of the former 528 Poplar to the adjacent property owner 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 agreement.

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

Wyandotte, Michigan October 13, 2014

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that the request by Peter Taormina for a leave of absence submitted by the City Engineer is hereby APPROVED until May 1, 2015.

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

Wyandotte, Michigan October 13, 2014

RESOLUTION by Councilperson Donald Schultz

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 FURTHER 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 FURTHER 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 Donald Schultz

Supported by Councilperson Leonard Sabuda

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

NAYS: None

Wyandotte, Michigan October 13, 2014

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that that hearings were held on July 18, 2014 ; August 11, 2014; August 18th, 2014, September 15, 2014, and October 6, 2014 where all parties were given an opportunity to show cause, if any they had, why the dwelling at 446 Pine, Wyandotte should not be demolished, removed or otherwise made safe; AND WHEREAS, the hearing was adjourned until October 13, 2014; AND WHEREAS, the interested party had the property inspected by the City of Wyandotte Code Inspectors on August 20, 2014, which indicated that repairs to be estimated at \$25,500; AND WHEREAS, the SEV for 2014, as indicated by the City Assessor is \$30,000; AND NOW BE IT FURTHER RESOLVED that the Council considered the communication dated September 12, 2012, and show cause hearing minutes dated January 30, 2013, November 6, 2013 and January 15, 2014, held with the Hearing Officer and the City Engineer's Office and the Inspection dated August 20, 2014, which are all made part of this hearing and all other facts and considerations were brought to their attention at said hearing: NOW THEREFORE BE IT RESOLVED that the City Council hereby directs that said dwelling located at 446 Pine, Wyandotte should be DEMOLISHED, and that the costs be assessed against the property in question as a lien; AND BE IT FURTHER RESOLVED that the parties of interest shall be forwarded a copy of this resolution forthwith so they may appeal this decision to the Circuit Court within TWENTY-ONE (21) days of the date of this resolution if they so desire; AND BE IT RESOLVED that if the structure is not DEMOLISHED within 60 days, then the City will proceed with demolition of said structure and assess the cost of same against said property.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Donald Schultz

Supported by Councilperson Leonard Sabuda

YEAS: Councilmembers Schultz, Stec

NAYS: Councilmembers Fricke, Miciura, Sabuda

RESOLUTION FAILED TO PASS

Wyandotte, Michigan October 13, 2014

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that Ms. Christine Kraft, 9215 Byromar Lane, Grosse Ile, MI. 48138 be given five (5) additional weeks; November 24, 2014 to complete all outside repairs to 446 Pine Street.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Donald Schultz

Supported by Councilperson Leonard Sabuda

YEAS: Councilmembers Fricke, Miciura, Sabuda

NAYS: Councilmembers Schultz, Stec

RESOLUTION FAILED TO PASS

Wyandotte, Michigan October 13, 2014

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that the General Manager of Municipal Service has expressed a desire to meet in closed session to discuss pending litigation and the City Engineer has expressed a desire to meet in closed session to discuss the purchase and/or lease of real property. NOW, THEREFORE, BE IT RESOLVED that Council shall meet in closed session immediately following the regular Council meeting to discuss the above stated purposes only.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Donald Schultz

Supported by Councilperson Leonard Sabuda

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

NAYS: None

Wyandotte, Michigan October 13, 2014

RESOLUTION by Councilperson Donald Schultz

RESOLVED by the City Council that the total bills and accounts in the amount of \$1,602,805.73 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Donald Schultz

Supported by Councilperson Leonard Sabuda

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

NAYS: None

ADJOURNMENT

MOTION by Councilperson Donald Schultz

Supported by Councilperson Leonard Sabuda

That we adjourn.

Carried unanimously

Adjourned at 8:07 PM

October 13, 2014

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

10/13/14  
10:00 AM

## ***CITY OF WYANDOTTE FIRE COMMISSION MEETING***

The Fire Commission meeting was held in the 2<sup>nd</sup> Floor Training Room at Police Headquarters on Tuesday, September 23, 2014. Commissioner Melzer called the meeting to order at 6:16 p.m.

### **ROLL CALL:**

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

### **READING OF JOURNAL**

Motioned by Commissioner Izzo, supported by Commissioner Melzer to approve the minutes as recorded for the meeting held on August 26, 2014. Motion carried unanimously.

### **UNFINISHED BUSINESS**

1. *Injury Update.* Chief Carley reported no one is off.

### **COMMUNICATIONS**

1. *Request from Wyandotte Fire Fighters Local 356 asking permission to hold annual "Open House Pancake Breakfast"*  
Commissioner Izzo motioned to approve request, supported by Commissioner Melzer. Motion carried.

### **DEPARTMENTAL**

1. *Wyandotte Fire Department Monthly Report "August"*  
Chief Carley stated that for the month there were a total of 226 rescue runs of which 143 were transports for a total billed out for the month of \$98,297. Chief noticed trend that mutual aid runs have been increasing in the past months. Commissioner Melzer motioned to receive reports and place on file; supported by Commissioner Izzo. Motion carried.

**DEPARTMENTAL (continued)**

2. *Department bills submitted August 26, 2014 in the amount of \$1,401.77*  
*Department bills submitted September 9, 2014 in the amount of \$4,105.02*  
Commissioner Izzo motioned to pay bills and accounts submitted as stated above; supported by Commissioner Melzer. Roll call; motioned carried.
3. *Daily Reports*  
Commissioner Melzer motioned to receive and place on file reports; supported by Commissioner Izzo. Motioned carried.

**LATE ITEMS**

Commissioner Melzer and Chief Carley met with Mayor Peterson, Todd Drysdale and Dave Fuller regarding phone situation at the fire station. Chief Carley, Dave Fuller and Commissioner Melzer to sit down and put together plan to improve phone infrastructure which Commissioner Melzer will put, in writing, phone improvement project and bring back to commission in 2 to 4 weeks for approval.

**ADJOURNMENT**

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:27 p.m.

Respectfully submitted,

Michael Izzo  
Secretary

MI/Im



User: ktrudell

Post Date from 10/09/2014 - 10/09/2014 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of Distribution	Amount	
O AC	206528	10/09/2014	ktrudell F2 101-000-001-000	OLIVER, KATHY 101-000-257-078	Reserve-Animal Care	10.00 CITY CHECK 1515
						<u>10.00</u> CITY CHECK 1515
O AC	206529	10/09/2014	ktrudell F2 101-000-001-000	PAMPERED CHEF 101-000-257-078	Reserve-Animal Care	114.90 CITY CHECK 395732
						<u>114.90</u> CITY CHECK 395732
O MZ	206530	10/09/2014	ktrudell F2 101-000-001-000	MUNICIPAL SERV 101-000-257-062	Reserve-Disaster Planning	3,000.00 CITY CHECK 084656
						<u>3,000.00</u> CITY CHECK 084656
O RE	206531	10/09/2014	ktrudell F2 101-000-001-000	STROIA & ASSOCIATES 101-000-655-040	RECEIPTS-MISCELLANEOUS	12.00 CITY CHECK 41062
						<u>12.00</u> CITY CHECK 41062
O RE	206532	10/09/2014	ktrudell F2 101-000-001-000	MEDTIPSTER 101-000-655-040	RECEIPTS-MISCELLANEOUS	5,125.19 CITY CHECK 2334
						<u>5,125.19</u> CITY CHECK 2334
O MZ MZ	206533	10/09/2014	ktrudell F2 202-000-001-000 283-000-001-000	WAYNE CTY TREASURER 202-000-202-000 283-000-516-999	2012 CDBG-DISPATCH CENTER	51,123.84 20,000.00
						<u>71,123.84</u> CITY CHECK 2238753
O EP	206534	10/09/2014	ktrudell F2 731-000-001-000	CITY OF WYANDOTTE 731-000-392-040	PD EMPLOYEE PENSION CONTR	1,578.21 CITY CHECK 115497
						<u>1,578.21</u> CITY CHECK 115497
				Total of 7 Receipts		<u>80,964.14</u>

User: ktrudell

Post Date from 10/09/2014 - 10/09/2014 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of Distribution	Amount
*** TOTAL OF CREDIT ACCOUNTS ***					
101-000-257-062				Reserve-Disaster Planning	3,000.00
101-000-257-078				Reserve-Animal Care	124.90
101-000-655-040				RECEIPTS-MISCELLANEOUS	5,137.19
202-000-202-000					51,123.84
283-000-516-999				2012 CDBG-DISPATCH CENTER	20,000.00
731-000-392-040				PD EMPLOYEE PENSION CONTR	1,578.21
TOTAL - ALL CREDIT ACCOUNT.					80,964.14
*** TOTAL OF DEBIT ACCOUNTS ***					
101-000-001-000				Cash	8,262.09
202-000-001-000				Cash	51,123.84
283-000-001-000				Cash	20,000.00
731-000-001-000				Cash	1,578.21
TOTAL - ALL DEBIT ACCOUNTS					80,964.14
*** TOTAL BY FUND ***					
101				General Fund	8,262.09
202				Major Street Fund	51,123.84
283				Grant Fund	20,000.00
731				Retirement System Fund	1,578.21
TOTAL - ALL FUNDS:					80,964.14
*** TOTAL BY BANK ***					
CDBG				CDBG/LAND & WATER GRANT	
					<u>Tender Code/Desc.</u>
					(CCK) CITY CHECK
					20,000.00
					TOTAL:
					20,000.00
GEN				GENERAL OPERATING FUND	
					(CCK) CITY CHECK
					8,262.09
					TOTAL:
					8,262.09
RETIR				WYANDOTTE EMPLOYEES RETIREMENT SYSTEM	
					(CCK) CITY CHECK
					1,578.21
					TOTAL:
					1,578.21
SPEC				SPECIAL REVENUE FUNDS	
					(CCK) CITY CHECK
					51,123.84
					TOTAL:
					51,123.84
TOTAL - ALL BANKS:					80,964.14
*** TOTAL OF ITEMS TENDERED ***					
					<u>Tender Code/Desc.</u>
					(CCK) CITY CHECK
					80,964.14
					TOTAL:
					80,964.14
*** TOTAL BY RECEIPT ITEMS ***					
(2)				AC: RESERVE-ANIMAL CARE/POUND	124.90
(1)				EP: PD EMPLOYEE PENSION CONTR	1,578.21
(3)				MZ: MISC CASH/VARIOUS	74,123.84
(2)				RE: RECEIPTS-MISCELLANEOUS	5,137.19
TOTAL - ALL RECEIPT ITEMS:					80,964.14

User: ktrudell

Post Date from 10/16/2014 - 10/16/2014 Open Receipts

DB: Wyandotte  
 Receipt #  
 Description

	Date	Cashier	Wkstn	Received Of Distribution	Amount	
O	208638	10/16/2014	ktrudell F2	27TH DIST COURT		
M1			101-000-001-000	101-000-650-010	FINES DIST COURT WYAN	70,235.20
M3			101-000-001-000	101-000-650-012	DIST CT RIVERVIEW CASES	34,203.25
M2			101-000-001-000	101-000-650-011	WORK FORCE-WYANDOTTE	6,020.00
M6			101-000-001-000	101-000-650-017	WORK FORCE-RIVERVIEW	1,855.00
M7			101-000-001-000	101-000-650-018	COURT TECHNOLOGY WYANDOTT	2,975.00
M9			101-000-001-000	101-000-650-020	COURT DRUG TESTING FEES	2,710.00
AS			101-000-001-000	101-000-650-021	COURT SCREENING ASSESSMEN	4,316.00
AW			101-000-001-000	101-000-650-024	CHEMICAL AWARENESS	1,150.00
						<u>123,464.45</u> CITY CHECK 8236
O	208639	10/16/2014	ktrudell F2	MUNICIPAL SERV		
7R			732-000-001-000	732-000-670-010	RETIREMENT FUND REIMBURSE	1,573.50 CITY CHECK 084892
						<u>1,573.50</u> CITY CHECK 084892
O	208651	10/16/2014	ktrudell F2	DCAC-DOWNRIVER CENTRAL ANIMAL CONTRO		
SH			101-000-001-000	101-303-925-998	DCACA SHELTER REVENUE	789.00
AC			101-000-001-000	101-000-257-078	Reserve-Animal Care	35.00
						<u>824.00</u>
						27.00 CITY CHECK 2223
						<u>797.00</u> CITY CASH
						824.00
O	208652	10/16/2014	ktrudell F2	SAM BERNSTEIN LAW FIRM		
RE			101-000-001-000	101-000-655-040	RECEIPTS-MISCELLANEOUS	10.00 CITY CHECK 87780
						<u>10.00</u> CITY CHECK 87780
						125,871.95
				Total of 4 Receipts		

User: ktrudell

Post Date from 10/16/2014 - 10/16/2014 Open Receipts

DB: Wyandotte  
 Receipt #      Date      Cashier      Wksth      Received Of      Amount  
 Description      Distribution

\*\*\* TOTAL OF CREDIT ACCOUNTS \*\*\*

101-000-257-078 Reserve-Animal Care	35.00
101-000-650-010 FINES DIST COURT WYAN	70,235.20
101-000-650-011 WORK FORCE-WYANDOTTE	6,020.00
101-000-650-012 DIST CT RIVERVIEW CASES	34,203.25
101-000-650-017 WORK FORCE-RIVERVIEW	1,855.00
101-000-650-018 COURT TECHNOLOGY WYANDOTT	2,975.00
101-000-650-020 COURT DRUG TESTING FEES	2,710.00
101-000-650-021 COURT SCREENING ASSESSMEN	4,316.00
101-000-650-024 CHEMICAL AWARENESS	1,150.00
101-000-655-040 RECEIPTS-MISCELLANEOUS	10.00
101-303-925-998 DCACA SHELTER REVENUE	789.00
732-000-670-010 RETIREMENT FUND REIMBURSE	1,573.50

TOTAL - ALL CREDIT ACCOUNT      125,871.95

\*\*\* TOTAL OF DEBIT ACCOUNTS \*\*\*

101-000-001-000 Cash	124,298.45
732-000-001-000 Cash	1,573.50

TOTAL - ALL DEBIT ACCOUNTS      125,871.95

\*\*\* TOTAL BY FUND \*\*\*

101 General Fund	124,298.45
732 Retiree Health Care Fund	1,573.50

TOTAL - ALL FUNDS:      125,871.95

\*\*\* TOTAL BY BANK \*\*\*

GEN GENERAL OPERATING FUND	<u>Tender Code/Desc.</u>	
	(CCA) CITY CASH	797.00
	(CCK) CITY CHECK	123,501.45
	TOTAL:	124,298.45

RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM

(CCK) CITY CHECK	1,573.50
TOTAL:	1,573.50

TOTAL - ALL BANKS:      125,871.95

\*\*\* TOTAL OF ITEMS TENDERED \*\*\*

	<u>Tender Code/Desc.</u>	
	(CCA) CITY CASH	797.00
	(CCK) CITY CHECK	125,074.95
	TOTAL:	125,871.95

\*\*\* TOTAL BY RECEIPT ITEMS \*\*\*

(1) 7R: RETIREMENT FUND REIMBURSE	1,573.50
(1) AC: RESERVE-ANIMAL CARE/POUND	35.00
(1) AS: COURT SCREENING ASSESSMEN	4,316.00
(1) AW: CHEMICAL AWARENESS	1,150.00
(1) M1: FINES DIST COURT WYAN	70,235.20
(1) M2: WORK FORCE-WYANDOTTE	6,020.00
(1) M3: DIST CT RIVERVIEW CASES	34,203.25
(1) M6: WORK FORCE-RIVERVIEW	1,855.00
(1) M7: COURT TECHNOLOGY WYANDOTT	2,975.00
(1) M9: COURT DRUG TESTING FEES	2,710.00
(1) RE: RECEIPTS-MISCELLANEOUS	10.00
(1) SH: DCACA SHELTER REVENUE	789.00

TOTAL - ALL RECEIPT ITEMS:      125,871.95

Post Date from 10/17/2014 - 10/17/2014 Open Receipts

	Receipt #	Date	Cashier	Wkstn	Received Of Distribution	Amount
O	208679	10/17/2014	ktrudell	F2	SAM'S CLUB/ALAN SUTTON	
MZ			101-000-001-000		101-303-825-220 Operating Expenses	412.14 CITY CASH
						<u>412.14</u> CITY CASH
					Total of 1 Receipts	<u>412.14</u>

User: ktrudell

Post Date from 10/17/2014 - 10/17/2014 Open Receipts

DB: Wyandotte

Receipt #  
Description

Date

Cashier

Wkstn

Received Of  
Distribution

Amount

\*\*\* TOTAL OF CREDIT ACCOUNTS \*\*\*

101-303-825-220 Operating Expenses

412.14

TOTAL - ALL CREDIT ACCOUNT

412.14

\*\*\* TOTAL OF DEBIT ACCOUNTS \*\*\*

101-000-001-000 Cash

412.14

TOTAL - ALL DEBIT ACCOUNTS

412.14

\*\*\* TOTAL BY FUND \*\*\*

101 General Fund

412.14

TOTAL - ALL FUNDS:

412.14

\*\*\* TOTAL BY BANK \*\*\*

GEN GENERAL OPERATING FUND

Tender Code/Desc.

(CCA) CITY CASH

412.14

TOTAL:

412.14

TOTAL - ALL BANKS:

412.14

\*\*\* TOTAL OF ITEMS TENDERED \*\*\*

Tender Code/Desc.

(CCA) CITY CASH

412.14

TOTAL:

412.14

\*\*\* TOTAL BY RECEIPT ITEMS \*\*\*

(1) MZ: MISC CASH/VARIOUS

412.14

TOTAL - ALL RECEIPT ITEMS:

412.14