

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION  
MONDAY, JUNE 17th , 2013 , 7: 00 PM  
PRESIDING: THE HONORABLE JOSEPH R. PETERSON, MAYOR  
CHAIRPERSON OF THE EVENING: THE HONORABLE LEONARD SABUDA

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

PRESENTATIONS:

PRESENTATION  
INTRODUCTION OF  
DR. SUSAN CLEEREMAN  
WYANDOTTE FAMILY DENTAL

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PRESENTATION BY FIRE CHIEF  
JEFFREY CARLEY  
RELATIVE TO SAFETY AND USAGE  
GUIDELINES AS THEY APPLY  
TO FIREWORKS  
IN THE CITY OF WYANDOTTE

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Douglas Mullins relative to a request to purchase city-owned property.

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

2. Communication from Mayor Peterson submitting a re-appointment to the Board of Examiners of Plumbers.
  
3. Communication from Mayor Peterson submitting an appointment to the EDC/TIFA/BRDA Board.
  
4. Communication from the City Administrator relative to the hiring of the 27th District Court Administrator.
  
5. Communication from the Downtown Development Director submitting a revised purchase agreement for the property at 3061 and 3063 Biddle Avenue.
  
6. Communication from the Director of Museums and Cultural Affairs regarding the 2013 Wyandotte Street Art Fair Marketing Contract.
  
7. Communication from the City Engineer submitting a RFP for demolitions.
  
8. Communication from the City Engineer relative to "NO PARKING signs on Walnut between Fort Street and 23rd Street.
  
9. Communication from the City Engineer relative to the sale of city-owned property.
  
10. Communication from the City Engineer relative to the request from Tom Carson to acquire the city-owned property at 3635-6th Street.

11. Communication from the City Engineer submitting a sales agreement for NSP2 Home-659 Vinewood.

12. Communication from the Deputy Treasurer/Assistant Finance Director regarding various 2013 Fiscal Year Budget Amendments.

CITIZENS PARTICIPATION:

HEARINGS:

HEARING REALTIVE TO THE TIME AND PLACE  
WHERE ALL PARTIES ARE GIVEN AN OPPORTUNITY  
TO SHOW CAUSE IF ANY THEY HAD WHY THE  
STRUCTURES A DWELLING AND A GARAGE AT  
1123-3RD STREET, WYANDOTTE, MICHIGAN  
SHOULD NOT BE DEMOLISHED, REMOVED OR  
OTHERWISE MADE SAFE

REPORTS AND MINUTES:

Design Review Committee	June 4, 2013
Police Commission Meeting	May 28, 2013
Police Commission Meeting	June 11, 2013
Downtown Development Authority	May 14, 2013

# PRESENTATION

## OFFICIALS

Thomas R. Woodruff  
CITY ASSESSOR

William R. Griggs  
CITY CLERK

Todd M. Browning  
TREASURER



## COUNCIL

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

Joseph R. Peterson  
MAYOR

DATE: June 11, 2013

TO: William R. Griggs  
City Clerk

FROM: Rosanne Flachsmann  
Office of the Mayor & City Council

SUBJECT: PRESENTATION AT 6-17-13 COUNCIL MEETING

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**Monday, June 17, 2013**

Introduction of  
Dr. Susan Cleereman  
Wyandotte Family Dental

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

# PRESENTATION

||

**PRESENTATION  
BY FIRE CHIEF  
JEFFREY CARLEY  
RELATIVE TO  
SAFETY AND USAGE  
GUIDELINES  
AS THEY APPLY  
TO FIREWORKS  
IN THE CITY OF  
WYANDOTTE**

Douglas Mullins  
672 4th Street  
Wyandotte, M. 48192  
(734) 283 9057

1

6-12-13

To whom it may concern:

I'm interested in purchasing a vacant lot next door to my residence at 672 4th Street.

I've inquired several times about the property and would definitely be interested in purchasing the vacant lot.

I've been a resident of Wyandotte for 40 yrs.

If the other neighbor showed interest in purchasing half of the lot I would be interested in splitting the lot w/ them.

Thank you  
Douglas Mullins

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

②

**MEETING DATE:** June 17, 2013

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

**ITEM:** Re-Appointment to the Board of Examiners of Plumbers

**PRESENTER:** Mayor Joseph Peterson

**INDIVIDUALS IN ATTENDANCE:** n/a

**BACKGROUND:** Per Section P-127.0 Plumbing Board of Examiners, it is the duty of the mayor to appoint a board for the examination of plumbers to register plumbers and formulate rules and regulations. Such Board shall consist of five (5) members, whose term shall be 5 years.

**STRATEGIC PLAN/GOALS:** n/a

**ACTION REQUESTED:** Adopt a resolution supporting the re-appointment of John Sarnacki, 1822 Ford Avenue, Wyandotte MI 48192 and John Schartz, 505 Superior Blvd, Wyandotte, MI 48192, as members of the Board of Examiners of Plumbers, for a 5-year term ending November 2017.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** n/a

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

**MAYOR'S RECOMMENDATION:** n/a 

**LIST OF ATTACHMENTS:**

Proposed resolution supporting the re-appointment of John Sarnacki and John Schartz to the Board of Examiners of Plumbers.

RESOLUTION

Wyandotte, Michigan  
Date:

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

BE IT RESOLVED

That City Council hereby CONCURS in recommendation of Mayor Joseph Peterson to re-appoint John Sarnacki, 1822 Ford Avenue, Wyandotte MI 48192, and John Schartz, 505 Superior Blvd., Wyandotte MI 48192, to the Board of Examiners of Plumbers, term to expire November 2017.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

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

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

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MEETING DATE: June 17, 2013

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

**ITEM: Appointment to the EDC/TIFA/BRDA Board**

**PRESENTER:** Mayor Joseph Peterson

**INDIVIDUALS IN ATTENDANCE:** n/a

**BACKGROUND:** Due to the resignation of Melanie McCoy, General Manager, Department of Municipal Service, in February 2013, a vacancy now exists on the Economic Development Corporation/Tax Increment Finance Authority/Brownfield Redevelopment Authority Board. I am recommending the appointment of Paul LaManes, DMS Assistant General Manager, as Ms. McCoy's replacement on the Board.

**STRATEGIC PLAN/GOALS:** n/a

**ACTION REQUESTED:** Adopt a resolution supporting the appointment of Paul LaManes, 611 N. New York, Dearborn MI 48128, as a member of the EDC/TIFA, BRDA Board, term to expire April 2014.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** n/a

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

**MAYOR'S RECOMMENDATION:** n/a

OK [Signature]

**LIST OF ATTACHMENTS:**

Proposed resolution supporting the appointment of Paul LaManes to the EDC/TIFA/BRDA Board.

RESOLUTION

Wyandotte, Michigan  
Date:

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

BE IT RESOLVED

That City Council hereby CONCURS in recommendation of Mayor Joseph Peterson to appoint Paul LaManes, DMS Assistant General Manager, 611 N. New York, Dearborn MI 48128, to the EDC/TIFA/BRDA Board, term to expire April 2014.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

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MEETING DATE: June 17, 2013

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

**ITEM:** Hiring – 27<sup>th</sup> District Court Administrator

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The resignation of the Probation Director at the 27<sup>th</sup> District Court resulted in the current Court Administrator transferring to the vacant Probation Director position (see attached Council Resolution). As such, a vacant, budgeted position needs to be filled. Based on a review of the City's current resources, organizational structure, and staffing expectations, the filling of this position appears necessary to provide effective services to the citizens of the City of Wyandotte. As such, Randy L. Kalmbach, 27<sup>th</sup> District Court Chief Judge, has recommended the hiring of Stacie Nevalo as the new Court Administrator.

**STRATEGIC PLAN/GOALS:** To provide the finest services and quality of life.

**ACTION REQUESTED:** The 27<sup>th</sup> District Court Chief Judge recommends approval of the hiring.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Savings of approximately \$10,000 based on the difference in cost between the former Probation Director and this position.

**IMPLEMENTATION PLAN:** The City's Administrative Office will coordinate the hiring.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

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

**MAYOR'S RECOMMENDATION:** *OK M?*

**LIST OF ATTACHMENTS:**

1. Letter dated June 12, 2013 – Randy L. Kalmbach
2. Council Resolution dated May 20, 2013
3. Resume – Stacie A. Nevalo
4. Application for Employment

**MODEL RESOLUTION:**

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Administrator regarding the Court Administrator position at the 27<sup>th</sup> District Court and

CONCURS with the recommendation of the 27<sup>th</sup> District Court Chief Judge and hereby declares said position vacant and authorizes the filling of such vacancy and

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Stacie Nevalo as Court Administrator at Level 39B (\$50,814.40) contingent on the successful completion of a physical and drug screen examination

STATE OF MICHIGAN



27<sup>TH</sup> DISTRICT COURT

2015 Biddle Ave, Wyandotte, MI 48192

Phone: (734) 324-4475 Fax: (734) 324-4472

Randy L. Kalmbach  
District Judge

Lora A. Kowatch  
Court Administrator

June 12, 2013

Todd Drysdale  
City Administrator  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192

Re: 27<sup>th</sup> District Court – Court Administrator

Dear Mr. Drysdale,

I have reviewed numerous applications and Lora Kowatch (prior Court Administrator) and I have interviewed those that we felt were the best applicants to serve the Court for this vital position.

I'm very pleased to announce that I have appointed Stacie Nevalo as our new Court Administrator, effective June 24, 2013.

Mrs. Nevalo has extensive experience in all aspects of District Court operations working approximately 15 years in another Downriver District Court. Her qualifications, experience, and dedication to improving all aspects of District Court operations is exactly what I was looking for. I'm enclosing her resume for your information. This position and salary is already in this year's budget.

I have no doubt that Mrs. Nevalo will be an excellent Court Administrator and I know she is ready for the challenges ahead.

Please advise me on the final approval of this request.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Randy L. Kalmbach", written over a horizontal line.

Randy L. Kalmbach  
27<sup>th</sup> District Court Chief Judge

Cc: Stacie Nevalo

**OFFICIALS**

**Thomas R. Woodruff**  
CITY ASSESSOR

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
TREASURER



**MAYOR**  
Joseph R. Peterson

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

May 21, 2013

**RESOLUTION**

Randy L. Kalmbach  
27th District Court Judge  
2015 Biddle Avenue  
Wyandotte, Michigan 48192

By Councilwoman Sheri M. Fricke  
Supported by Councilman Lawrence Stec

RESOLVED by the City Council that the communication from Randy L. Kalmbach, 27th District Court Chief Judge is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council CONCURS in the recommendation of the Judge to appoint Lora A. Kowatch , Probation Director of the 27th District Court with her salary to be set at the current budgeted amount for said position.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec

NAYS: None

**RESOLUTION DECLARED ADOPTED**

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on May 20, 2013.

  
William R. Griggs  
City Clerk

CC: Lora A. Kowatch; Administration, Finance

## Stacie A. Nevalo

**Objective:** To obtain a position within the court system that utilizes my skills and years of experience as a District Court Clerk in the State of Michigan.

### Highlights of Qualifications

- Human Resources: train employees; establish standards for clerks; evaluate clerk performance
- Audit Management: assist with financial control functions during yearly audit
- Technology: instruct employees and other district courts on programs to improve performance
- Public Relations: coordinate activities of other agencies, the public & inter-departmental
- Records Management: assist with document & file retention standards
- Courtroom Management: coordinate movement of files, assist prosecutor with case flow

### Relevant Skills and Accomplishments

#### Drug Court Information Specialist

- Trained through a federal grant in 2003
- Coordinated data compiled for reporting to state and federal agencies

#### Computer Skills

- WordPerfect, Quatro Pro, Microsoft Word, Excel, Peachtree
- Legal research - Westlaw, Michigan Department of State, Michigan Supreme Court
- IBM AS400 court exclusive software

#### Law Enforcement Information Network

- Certified as a Terminal Agency Coordinator (TAC) officer for the 28<sup>th</sup> District Court by Michigan State Police
- Entry of warrants, conditional bonds, LEIN validations
- Train court employees on usage of LEIN

### Employment History

2004 - Present	Deputy Court Clerk, <del>TAC Officer</del>	28th District Court
	Responsibilities: Criminal & traffic filings & dispositions; Bond account issuance of checks & balancing account; LEIN entry; Courtroom management ; Court liaison to police agencies; Subpoenas;	
2001 - 2004	Chief Probation Clerk	28th District Court
	Responsibilities: Probation orders; Prepare probation files; Probation clerical- filing, telephones, faxes; Drug court testing- PBT's & drug testing of defendants	
1999 - 2001	Cashier, Work Program Clerk	28th District Court
	Responsibilities: Collected monies on all types of court files; scheduled work program; supervised work program crews on weekends	

### Education

Diploma 1992                      General studies                      Theodore Roosevelt High School, MI

# APPLICATION FOR EMPLOYMENT

(PLEASE PRINT PLAINLY)

The Civil Rights Act of 1964 prohibits discrimination in employment practice because of race, color, religion, sex or national origin. The Age Discrimination in Employment Act prohibits discrimination on the basis of age with respect to individuals who are at least 40 years of age. The laws of Michigan also prohibit all of the above types of discrimination, as well as discrimination based on height, weight, marital status or handicap.

## EMPLOYMENT DESIRED

Position applied for Court Administrator

Have you read the description of this job?  Yes  No

Are you qualified to perform these duties?  Yes  No

Other position you would consider \_\_\_\_\_

Type of employment desired:  Full-Time  Part-Time  Temporary

Date you can start 6/24/13 Wage expected \$ 50,800<sup>00</sup>

## PERSONAL INFORMATION

Social Security Number 

Name Nevalo Stacie Ann  
Last First Middle

Address 3649-14TH Wyandotte MI 48192  
Street City State Zip Code

Telephone (including area code) 

Other last names used while working, if any \_\_\_\_\_

Are you a U.S. Citizen?  Yes  No

If no, specify type of entry document and work authorization \_\_\_\_\_

Have you ever been convicted of a crime?  Yes  No

If yes, please give specifics \_\_\_\_\_

Are there any felony charges pending against you?  Yes  No

If yes, please give specifics \_\_\_\_\_

Have you ever served in the U.S. Military?

Yes

No

If yes, indicate branch of military? \_\_\_\_\_

Dates of duty: From \_\_\_\_\_ To \_\_\_\_\_ Type of discharge \_\_\_\_\_  
Month Day Year Month Day Year

Do you have a reliable means of transportation to enable you to get to work in timely manner?

Yes

No

If you are applying for a position requiring the use of an automobile or other motor vehicle, do you have a driver's license and a motor vehicle available for your use?

Yes

No

Are you licensed to drive a motor vehicle other than an automobile?

Yes

No

If yes, what type of license do you hold? \_\_\_\_\_

Have you ever employed by the City of Wyandotte?

Yes

No

If so, when? \_\_\_\_\_

1991-1992 (DPS)

Have any of your relatives ever been employed by the City of Wyandotte?

Yes

No

If yes, indicate names and dates employed \_\_\_\_\_

Paulette Byrd (Present)

Are you a smoker?

Yes

No

If yes, will you abide by the City's smoking policy?

Yes

No

Have you used, possessed or sold any illegal drugs in the past five years?

Yes

No

If yes, state which drugs and explain if you used, possessed or sold them \_\_\_\_\_

Have you ever been bonded on a job?

Yes

No

If so, where and when? \_\_\_\_\_

28TH District Court

**IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:**

Name \_\_\_\_\_

Robert Nevala

Telephone (including area code) \_\_\_\_\_

[Redacted]

Address \_\_\_\_\_

3649-14TH

Wyandotte MI

48192

Street

City

State

Zip Code

**PERSONAL REFERENCES (Not former employers or relatives)**

Name and Occupation	Address	Phone Number
Kathleen Gazie	14TH Wyandotte	[Redacted]
Jennifer Jennings	11TH Wyandotte	[Redacted]
Geordie Mydlarz	Southgate	[Redacted]

**EDUCATION**

Identify any special skills, training or licenses you have which are related to the position you are applying for:

14 yrs Exp. at 28TH Dist. COURT, worked in every Department

	NAME	CITY/STATE	DEGREE	MAJOR
High School	Roosevelt High	Wyandotte MI	Diploma	
College	ESI Career Center	Lincoln Park	Certificate	
Other				

**EMPLOYMENT HISTORY** (Begin with most recent and use additional sheet, if necessary)

1. Firm name 28TH District Court Southgate

Employed from 11 98 to Present  
month year month year

Type of business \_\_\_\_\_

Address 14720 Reaume Parkway Southgate MI 48195  
Street City State Zip Code

Telephone Number 734-258-3068 Name of supervisor James Gibbs

Positions Criminal Clerk Starting salary \$ 12<sup>50</sup> Final salary \$ 19<sup>00</sup>

Duties performed Enter cases, Dispo, Phones, file

Reason for leaving \_\_\_\_\_

If presently employed, may we contact your supervisor?  Yes  No If yes, telephone 734-258-3067

2. Firm name \_\_\_\_\_

Employed from \_\_\_\_\_ to \_\_\_\_\_  
month year month year

Type of business \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip Code

Telephone Number \_\_\_\_\_ Name of supervisor \_\_\_\_\_

Positions \_\_\_\_\_ Starting salary \$ \_\_\_\_\_ Final salary \$ \_\_\_\_\_

Duties performed \_\_\_\_\_

Reason for leaving \_\_\_\_\_

Have you ever been suspended or discharged from employment?  Yes  No

If yes, please explain \_\_\_\_\_

The facts set forth are true and complete. I hereby authorize investigation of all statements contained in this application and full disclosure of my present and prior work record. I grant permission to the City of Wyandotte ("City") to obtain information concerning my general reputation, character, conduct and work quality and authorize any person or organization contacted to furnish information and opinions concerning my qualifications for employment, whether same is a matter of record or not, including personal evaluation of my honesty, reliability, carefulness and ability to take orders from my supervisor. I understand that this may include a record of disciplinary action assessed by previous employers. I hereby release any such person or organization from any and all liability which may result in furnishing such information or opinion. I hereby release the City and any person, organization or prior employer from any obligation to provide me with written notification of such disclosure. I hereby authorize the City of Wyandotte to perform a background investigation which may include address verification, criminal history, employment history, driving record and credit history. I understand employment is contingent upon this investigation and, if employed, false statements in this application shall be considered sufficient cause for dismissal. I understand and agree if, in the opinion of the City, the results of the investigation are unsatisfactory, an offer of employment that has been made may be withdrawn or my employment with the City may be terminated. I understand that the City requires residency within twenty (20) miles of a City boundary for all employees and that if I do not satisfy this requirement at the time of hire that I will have six (6) months to establish and maintain compliance.

I further understand the City may require a medical examination by a City-designated physician (1) after I have received an offer of employment and prior to my commencement of employment duties; and, (2) during the course of my employment as required by business necessity or for job-related purposes. I hereby consent to such examination and recognize that employment is contingent upon receipt of satisfactory medical evaluation. I further understand and agree that prior to commencing employment or after I am employed, I may be requested to submit to tests to determine the presence of alcohol or illegal drugs, and agree to the release of such test results to appropriate personnel, and agree that if I refuse such tests before commencing employment, my offer of employment will be revoked, or if I refuse such test after being employed, my employment will be terminated.

**APPLICANTS FOR UNION POSITIONS**

I recognize that if I am employed by the City in the position for which I have applied, I will be subject to the provisions of a labor agreement between the City and Union. I further recognize that I have no contract for employment other than the above-referenced labor agreement and that no documents, statement, or other communication in any way constitutes an agreement between the City and me and that the Labor agreement will be the only agreement between me and the City and I must abide by that agreement and all City published rules and regulations.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT.

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

**APPLICANTS FOR NON-UNION POSITIONS**

I agree this application is not an offer of employment. I agree that if I am employed by the City (1) my employment is a will and may be terminated at any time, with or without cause, at the option of either the City or myself; (2) I will receive wages and be subject to the rules and regulations of the Personnel Policy Handbook and such wages, benefits, rules and regulations are subject to change by the City at any time; (3) that my assigned work hours may be modified by the City, and if requested, I will be required to work overtime; (4) and that this constitutes the entire agreement between the City and myself and all prior agreements are null and void, and nothing in any documents published by the City either before or after this agreement, shall in any way modify the above terms; (5) this agreement cannot be modified by any oral or written representation made by anyone employed by the City, either before or after this agreement, except by a written document directed exclusively by me and signed by the Mayor and City Clerk.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT.

Dated: 6/10/13 Signature: Shacira Newalo

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

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**MEETING DATE:** June 17<sup>th</sup>, 2013

**AGENDA ITEM #**

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

**PRESENTER:** Natalie Rankine, DDA Director

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

**BACKGROUND:** The purchase agreement was originally approved by Mayor and Council on on September 17<sup>th</sup>, 2012. The following changes have been made to the purchase agreement:

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

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

**ACTION REQUESTED:** Approve the attached resolution regarding the signed purchase agreement.

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

**IMPLEMENTATION PLAN:** N/A

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Drysdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Concur

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

**LIST OF ATTACHMENTS**

1. Signed purchase agreement

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: June 17<sup>th</sup>, 2013

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

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Administrator, City Engineer, Director of the Downtown Development Authority dated June 12, 2013, regarding the sale of 3061-3063 Biddle Avenue;

AND BE IT RESOLVED that Council accepts the offer from Hotel Sterling LLC, the 3061-3063 Biddle Avenue in the amount of \$350,000.00 pursuant to the signed purchase agreement dated June 4<sup>th</sup> and the redevelopment proposal received on August 27, 2012.;

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

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

**LOOK, MAKOWSKI and LOOK**  
ATTORNEYS AND COUNSELORS AT LAW  
PROFESSIONAL CORPORATION  
2341 OAK STREET  
WYANDOTTE, MICHIGAN 48192-8390  
(734) 285-6500  
FAX (734) 285-4160

William R. Look  
Steven R. Makowski

Richard W. Look  
(1912-1993)

**FIRST AMENDMENT TO OFFER TO PURCHASE REAL ESTATE**

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

**THE SALE TO BE CONSUMMATED BY: 1A**

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

<i>Sale on Promissory Note</i>	1. A. Payment of the sum of Two Hundred Twenty-five Thousand (\$225,000.00) Dollars, in cash or certified check at closing, and the execution of a Promissory Note requiring the payment of the remainder of the purchase money within Two Hundred Forty-One Months (241) from the date of the Promissory Note or upon payment in full of the SBA Loan, whichever occurs first in one lump sum of One Hundred Twenty-five Thousand (\$125,000.00) Dollars, together with interest at the rate of Two (2%) per cent per annum. Purchaser will provide Seller a Mortgage on the above property which will be subordinate to any other Mortgage used by Purchaser to purchase or develop the property. The Promissory Note and Mortgage to be in a form approved by Seller. Kenneth Wickenheiser and Rebecca Wickenheiser shall execute a Personal Guaranty in a form approved by the Seller which shall guarantee payment of the Promissory Note.
<i>Personal Guaranty</i>	
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
<i>Time of Closing</i>	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale on or before July 15, 2013. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
<i>Purchaser's Default</i>	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<i>Seller's Default</i>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Title Objections</i>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>Cocelia Melody, Inc.</u> If the Seller occupies the property, it shall be vacated on or before <u>closing</u> closing From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> NA per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> NA as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
<i>Possession</i>	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>July 15, 2013</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
<i>Taxes and Prorated Items</i>	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.
<i>Broker's Authorization</i>	9. The seller is hereby authorized to accept this offer and the deposit of <u>Ten Thousand (\$10,000.00)</u> Dollars may be held by Seller under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

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

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

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

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

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

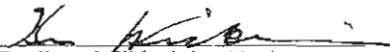
In the event that all or part of the Subject Premises is transferred, sold or assigned to a tax exempt entity and is removed from the tax rolls of the City of Wyandotte within twenty (20) years from the date of Closing, then Purchaser, or its successor, shall reimburse Seller for an amount equal to the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

$$\$50,000 \times 0.022 \text{ mills} \times 10 \text{ years} = \$11,000$$

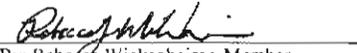
In the event a Taxable Value is not established because the property prior to closing was tax exempt or if the property becomes tax exempt within the first year after closing or prior to the promised development of a hotel with improvements by Purchaser as contained in their proposal to Seller which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

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

Hotel Sterling LLC  
Purchaser:

  
By: Kenneth Wickenheiser, Member

Dated: ~~May~~ <sup>June 4</sup>, 2013

  
By: Rebecca Wickenheiser, Member

City of Wyandotte  
Seller:

  
By: Joseph R. Peterson, Mayor

Dated: May , 2013

  
By: William R. Griggs, Clerk

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

6

**MEETING DATE:** June 17, 2013

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

**ITEM: WYANDOTTE MUSEUMS – 2013 WYANDOTTE STREET ART FAIR  
MARKETING CONTRACT**

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

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

**BACKGROUND:** Herewith, please find a proposed contract for marketing services with Heritage Newspapers for the 2013 Wyandotte Street Art Fair. This consists of several advertisements to be printed in the News Herald, in addition to the annual tabloid insert exclusively featuring the Fair. This requested contract approval falls within the approved \$25,000 marketing budget for the Fair.

Heritage Newspapers has agreed to provide in-kind value to enhance our monetary commitment. Their in-kind contribution of additional print ads translates into excess of several thousand dollars.

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

**ACTION REQUESTED:** Adopt a resolution to concurring with the above recommendation and authorizing Mayor Joseph R. Peterson or William R. Griggs, City Clerk to sign the attached contracts

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** \$3,000 from 285.225.925.730.860

**IMPLEMENTATION PLAN:** Contracts to be signed by Mayor Joseph R. Peterson or William R. Griggs, City Clerk to be returned to Jody L. Egen for implementation.

**COMMISSION RECOMMENDATION:** N/A

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

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

**MAYOR'S RECOMMENDATION** *OK JP*

**LIST OF ATTACHMENTS:** Heritage Newspapers Contractual Agreement

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: June 17, 2013

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

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

A Resolution to APPROVE the News Herald contract as outlined in the provided communication dated June 17, 2013, in the amount of \$3,000.00 to be paid from the Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and/or City Clerk are hereby directed to execute said contracts on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

**Agreement between Heritage Newspapers and The City of Wyandotte for the Promotion of the  
Wyandotte Art Fair**

Heritage Newspapers is very pleased to work with the City of Wyandotte to promote the 2013 Wyandotte Art Fair.

1. Heritage will publish a Wyandotte Art Fair section in the Sunday edition of the News-Herald prior to the festival. There will be several pages devoted to editorial content and promotional material designed to enhance attendance at the Wyandotte Art Fair. Content and the back page will be coordinated with the City of Wyandotte.
  
2. Heritage will provide the following advertising space for the promotion of the fair. The City of Wyandotte can choose run dates.

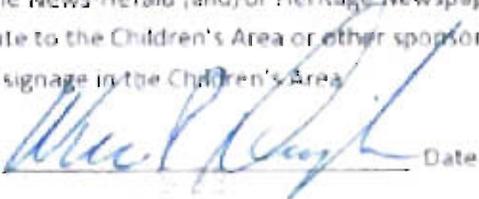
(2) Sunday News-Herald, 3 columns by 10 inch ads	\$3060 value
(2) Wednesday News-Herald, 3 columns by 10 inch ads	\$3060 value
(2) Wednesday Press & Guide, 3 columns by 10 inch ads	\$2358 value
(2) Heritage West papers, 3 columns by 10 inch ads	\$5214 value
(2) Ile Camera, 2 columns by 8 inch ads	\$ 483 value
(2) Monroe Guardian, 2 columns by 8 inch ads	\$ 681 value

Total value of display ads	\$14,856
Value of tabloid pages	\$10,525
Total value of space	\$25,381
City of Wyandotte payment	\$ 3,000

**Total space donated by Heritage Newspapers** **\$22,381**

In return for the space donated by Heritage Newspapers, The City of Wyandotte Art Fair will provide the following:

- The City of Wyandotte Art Fair will list Heritage Newspapers as the "Children's Area Sponsor"
- Include the News-Herald (and/or Heritage Newspapers) logo in all ads in local media, radio, press releases, posters, programs and appropriate promotional items.
- Include the News-Herald (and/or Heritage Newspapers) in all PA announcements appropriate to the Children's Area or other sponsor recognition.
- Allow for signage in the Children's Area.

Heritage Newspapers  Date 6/11/13

Wyandotte Art Fair \_\_\_\_\_ Date \_\_\_\_\_

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

⑦

MEETING DATE: June 17, 2013

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

**ITEM: DEMOLITIONS FOR RFP DATED JUNE 5, 2012**

**PRESENTER:** Mark Kowalewski, City Engineer *Mark Kowalewski 6-13-13*

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

**BACKGROUND:** The City of Wyandotte, in an effort to remove blighted houses and open space for future development, solicited bids on June 5, 2013, for three (3) properties. These bids were received on June 5, 2013, and Pro Excavation was determined to be the most qualified bid. See attached bids.

**STRATEGIC PLAN/GOALS:** We are 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.

**ACTION REQUESTED:** Adopt a resolution concurring with the City Engineer selecting Pro Excavation as the contractor of record.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Expense the work from Account No. 492-200-850-519

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to Pro Excavation directing them to begin ACM abatement and demolition.

**COMMISSION RECOMMENDATION:** N/A

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

**LEGAL COUNSEL'S RECOMMENDATION:** Concur with recommendation

**MAYOR'S RECOMMENDATION:** Concur with recommendation *[Signature]*

**LIST OF ATTACHMENTS:**  
Summary of bids from Pro Excavation, 21<sup>st</sup> Century Salvage, Homrich

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: June 17, 2013

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the City Engineer regarding the demolition of three (3) properties, AND

BE IT FURTHER RESOLVED that Council accepts the bid of Pro Excavation in the amount of \$23,980, for Section 1 and \$11,900 for Section 2.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

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

YEAS

COUNCIL

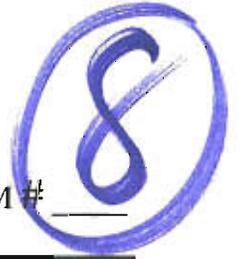
NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

DEMOLITION BIDS RECEIVED June 5, 2013

<u>ADDRESS</u>	<u>PRO EXCAVATION</u>	<u>21ST CENTURY SALVAGE</u>	<u>HOMRICH</u>
2441 Fort Street	\$ 23,000.00	\$ 43,625.00	\$ 38,600.00
6" of Stone Backfill	\$ 980.00	\$ 1,900.00	\$ 5,100.00
TOTAL SECTION 1	\$ 23,980.00	\$ 45,525.00	\$ 43,700.00
3332 12th Street	\$ 6,100.00	\$ 5,100.00	\$ 9,900.00
2337 8th Street	\$ 5,800.00	\$ 8,600.00	\$ 11,700.00
TOTAL SECTION 2	\$ 11,900.00	\$ 13,700.00	\$ 21,600.00

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



MEETING DATE: June 17, 2013

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

**ITEM:** “NO PARKING” signs on Walnut between Fort Street and 23<sup>rd</sup> Street

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

*Mark Kowalewski 6-13-13*

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

**BACKGROUND:** A review of City records was inconclusive as to when the “No Parking” signs were removed from Walnut Street between Fort Street and 23<sup>rd</sup> Street. The problem of a lack of parking for Fort Street businesses is an issue the City has tried to address for the last fifty (50) years with records indicating the removal of “No Parking” signs in this area in 1963. Based on this history, I doubt the installation of “No Parking” signs will solve the problem, but only move it to another area in the neighborhood. I would not recommend re-installation of “No Parking” signs. The long term solution may be to provide a public parking lot at the location of the old Westgate Appliance, 2441 Fort Street. The City constructed a similar public parking lot on Eureka between Prush’s, 1212 Eureka, and Brooklyn’s, 1254 Eureka, via a Special Assessment District to the businesses in the area. Therefore, I would recommend that the City Council direct the City Engineer to prepare an estimated cost to construct a public parking lot at 2441 Fort Street, with a proposed allocation of the cost to the businesses in the area and report same back to the City Council.

**STRATEGIC PLAN/GOALS:** We are committed to enhancing the community’s quality of life by fostering the maintenance and development of stable and vibrant neighborhoods.

**ACTION REQUESTED:** Direct City Engineer to prepare estimated costs to construct a public parking lot at 2441 Fort Street with a proposed Special Assessment District for the businesses in the area.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None at this time. If special assessment project moves forward this would affect 2014 budget.

**IMPLEMENTATION PLAN:** Prepare estimated cost and proposed Special Assessment District and report back to City Council.

COMMISSION RECOMMENDATION: [REDACTED]

CITY ADMINISTRATOR'S RECOMMENDATION: *update*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *KP*

LIST OF ATTACHMENTS: Map of area adjacent to Westgate Appliance, 2441 Fort Street

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date:

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

BE IT RESOLVED that the City Engineer is directed to prepare plans and estimated costs to construct a public parking lot at 2441 Fort Street with a recommended Special Assessment District to the businesses in the area.

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 Limits

TOWNSHIP

FORT

2441 FORT ST.  
WESTGATE APPLIANCE

20  
14 15 16 17 18 19  
100

217 20  
20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48  
100

23 20  
65  
49 50 51 52 53 54 55 56 57 58  
100

9  
13  
12  
11  
10  
42.38 35  
100

38.7  
114  
194 193 192 191 190 189 188 187 186 185 184 183 182 181 180 179  
38.99 40 40 35 " " " " " " " " 35 40 40

14  
178 177 176 175 174 173  
36.15 35 " " " "

23 RD

PAVED 1930 LOSELLE CONST. S.A.O. 122

9  
9  
8  
7  
6  
5  
4  
3  
2  
38.91 35  
100

39.14 40 40 35 " " " " " " " " 35 40 40  
195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210  
SCHERER'S  
39.43 114

36.15 35 " " " "  
211 212 213 214 215 216  
114

22 RD

PAVED 1929 LOSELLE CONST. S.A.O. 109

22 ND ST

39.91 40 40 35 " " " " " " " " 35 40 40  
325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340  
14.1 14.28 14.46 4.64 4.79 4.95 5.1 5.26 5.41 5.57 5.73 5.89 6.04 6.19 6.35 6.52 6.7

36.15 35 " " " "  
341 342 343 344 345 346  
17 13 29 44 9 8 2

WALNUT ST  
M. DE B. BR. A.  
W. P. A. 1941  
S.A.O. 290  
THOMPSON M. C. O'LEARY

WALNUT ST

RESURFA  
Resurfacing

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



JOSEPH PETERSON  
MAYOR

**COUNCIL**

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

June 4, 2013

**RESOLUTION**

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

By Councilman Daniel E. Galeski  
Supported by Councilman Leonard Sabuda

RESOLVED by the City Council that the request of Tom Piller to investigate the parking issue concerning employees of some businesses located on Fort Street at the intersection of Walnut parking in residential neighborhoods be referred to the traffic division of the Police Department for a review and report back to the City Council. AND BE IT FURTHER RESOLVED that the City Engineer is directed to review and report back to the City Council concerning whether the no parking signs that were removed from Walnut Street between Fort Street and 23rd Street should be reinstalled. BE IT FURTHER RESOLVED that the Traffic Division also investigate and report back to the City Council concerning whether Stop Signs should be installed at the intersection of 23rd Street and Walnut due to the speeds of vehicles exiting Fort Street onto Walnut.  
YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec  
NAYS: None  
RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on June 3, 2013.

*William R. Griggs*  
William R. Griggs  
City Clerk

CC: Police Chief; City Engineer

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

9

MEETING DATE: June 17, 2013

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

**ITEM:** City Owned property 693 Hudson, Wyandotte, Michigan

**PRESENTER:** Mark A. Kowalewski, City Engineer *Mark Kowalewski 6-12-13*

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

**BACKGROUND:** The property at 693 Hudson was purchased by the City via Wayne County Tax Foreclosure for the amount of \$8,613.55. This is a single family dwelling. Mr. Patrick Arsenault has been the property owner since 2004. Due to medical issues, in the family, the taxes were not paid and foreclosed on by Wayne County and sold to the City. Mr. Arsenault has agreed to pay the City back the portion that the City paid along with the 2012 taxes (\$1,501.38 including interest) totaling \$10,114.93. Mr. Arsenault has agreed to pay cash for this property.

**STRATEGIC PLAN/GOALS:** Committed to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods

**ACTION REQUESTED:** Authorize the Mayor and City Clerk to execute the Purchase Agreement and close on the property.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** Execute Purchase Agreement and close on property.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Support*

**LEGAL COUNSEL'S RECOMMENDATION:** Legal Department approved Purchase Agreement

**MAYOR'S RECOMMENDATION:** *OK MP*

**LIST OF ATTACHMENTS:** Purchase Agreement

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: June 17, 2013

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

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the sale of 693 Hudson; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Patrick Arsenault, to acquire the property known as 693 Hudson in the amount of \$10,114.93; AND, provided utilities owed in the amount of \$81.60 are paid, and;

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

I move the adoption of the foregoing resolution.

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

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

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

William R. Look  
 Steven R. Makowski

Richard W. Look  
 (1912-1993)

I, THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

{ City  
 Township of  
 Village

Wyandotte, Wayne County, Michigan, described as follows:  
West 10 feet of Lot 161 also Lot 162 Welch Bros Million Dollar Subdivision as recorded in Liber 31, Page 63, Wayne County  
Records

being known as 693 Hudson Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit \_\_\_\_\_ if any, now on the premises, and to pay therefore the sum of Ten Thousand One Hundred Fourteen and 93/100 (\$10,114.93) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

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

<i>Cash Sale</i>	A. Delivery of the usual Quit Claim Deed conveying the City's interest. Payment of purchase money is to be made in cash or certified check.
<i>Cash Sale with New Mortgage</i>	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
<i>Sale to Existing Mortgage</i>	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
<i>Sale on Land Contract</i>	D. Payment of the sum of _____ Dollars, in cash or city check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ months from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ (%) per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.
<i>Sale to Existing Land Contract</i>	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
<i>Time of Closing</i>	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that 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. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
<i>Purchaser's Default/ Seller's Default</i>	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<i>Title Objections</i>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Possession</i>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>Patrick Arsenault</u> If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> , as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

Taxes and Prorated Items	<p>7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>no prorations</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p> <p>8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p>
Broker's Authorization	<p>9. The seller is hereby authorized to accept this offer and the deposit of <u>0</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</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 \$ \_\_\_\_\_ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

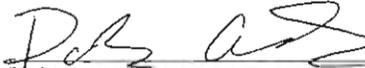
It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ \_\_\_\_\_.

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

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

The closing of this sale shall take place at the office of \_\_\_\_\_ . However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: 1. Contingent upon City Council approval, 2. Purchaser acknowledge that Sellers will be issuing a Quit Claim Deed and not a Warranty Deed once Land Contract is paid in full, 3. Purchaser acknowledges City is conveying any interest it has in the property to the Seller and the City was issued a Quit Claim Deed as a result of a tax foreclosure. City makes no representations concerning status of title.

IN PRESENCE OF:

 L. S.  
Patrick Arsenault Purchaser

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

Address: 693 Hudson, Wyandotte, MI 48192

Phone: 734.301-5594

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

**BROKER'S ACKNOWLEDGMENT OF DEPOSIT**

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

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

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

This is a co-operative sale on a \_\_\_\_\_ basis with \_\_\_\_\_

**ACCEPTANCE OF OFFER**

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

City of Wyandotte:

IN PRESENCE OF:

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

\_\_\_\_\_  
L. S.  
William R. Griggs, City Clerk Seller

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

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

**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

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

10

**MEETING DATE:** June 17, 2013

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

**ITEM:** Request from Tom Carson to acquire City Owned property at 3635 6<sup>th</sup> Street

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

*Mark Kowalewski - 6-12-13*

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

**BACKGROUND:** This property **was deeded** to the City of Wyandotte from Wayne County for non-payment of the taxes in 2011 for the amount of \$5,875.44. At that time, the City was unable to remove the property because the City did not have clear title to the property. The Engineering Department started a property maintenance case, sent property maintenance letters and held a show cause hearing to demolish this property as a dangerous structure. The interested parties did not show any interest in the property or appear at the hearing.

Recently, the Engineering Department, with help from Mr. Carson, contacted a representative of Front Door Financial who is an interested party on the property. Front Door Financial **has issued a deed** to the City of Wyandotte. Therefore, the City now has clear title to the property.

The McKinley Neighborhood is a Single Family Zoned District. This district allows one single family home per lot with a minimum required lot width of 50 feet and minimum required lot square footage (sf) of 5,000 sf.

The property at 3635 6<sup>th</sup> Street is a single family dwelling which sits on the rear of the property. The lot size is 65' x 50' which is non-conforming. Mr. Carson owns the adjacent property at 564 Plum which is a single family dwelling. Mr. Carson's lot size is 50' x 75', which is non-conforming. If Mr. Carson were to purchase this property and combine it with his current property, the combined lot size would be 50' x 140' with two (2) single family dwellings, which is non-conforming.

If the City were to demolish the home at 3635 6<sup>th</sup> Street, Mr. Carson could purchase the vacant property which would make his property a 50' x 140' with one single family home and therefore a conforming lot.

In accordance with the TIFA Plan to eliminate, whenever possible, two (2) dwellings on one (1) lot, I would recommend that the City Council deny Mr. Carson's request to acquire the property at 3635 6<sup>th</sup> Street. Upon demolition of the home, the City will offer to sell the vacant property to Mr. Carson as the adjoining property owner.

**STRATEGIC PLAN/GOALS:** Provide the finest services and quality of life to its residents by fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas and 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:** Deny the request of Mr. Carson and proceed with the demolition of the property at 3635 6<sup>th</sup> Street.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** TIFA Land Purchase Account 492-200-850-519

**IMPLEMENTATION PLAN:** Proceed with demolition of the structure and offer the property to Mr. Carson, the adjacent property owner.

**COMMISSION RECOMMENDATION:** 

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

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:**

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: June 17, 2013

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

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer to deny the request of Mr. Carson to acquire the property known as 3635 6<sup>th</sup> Street; AND

BE IT FURTHER RESOLVED that Council directs the City Engineer to proceed with demolition of the structure at 3635 6<sup>th</sup> Street.

I move the adoption of the foregoing resolution.

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

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

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

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



JOSEPH PETERSON  
MAYOR

**COUNCIL**

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

June 4, 2013

RESOLUTION

Tom Carson  
564 Plum  
Wyandotte, Michigan 48192

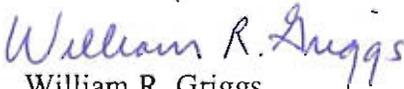
By Councilman Daniel E. Galeski  
Supported by Councilman Leonard Sabuda

RESOLVED by the City Council that the communication from Tom Carson, Active Marine, 564 Plum relative to his request to purchase the property at 3635-6th Street is hereby referred to the City Engineer for a review and report back to Council in two (2) weeks.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec  
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on June 3, 2013.

  
William R. Griggs  
City Clerk

CC: City Engineer

# ACTIVE MARINE

525 BIDDLE AVE. WYANDOTTE, MI. 48192

734 283 6250

ACTIVEMARINE.COM TOMC@MNSI.NET

MAY 29, 2013  
3

To the MAYOR AND Council:

RE: Property at 3635 6th Street, Wyandotte

I Am interested in buying the house AND the property on 6th Street. I live AT 564 Plum St. AND I share the lot with the house at 3635 6th Street.

<sup>THE</sup> I house is in need of some repair. For the past year I HAVE maintained this property, as in grass cutting, snow removal, gutter cleaning, tree trimming, and the like. I HAVE ALSO had Guardian Home Inspections go thru this house and prepared a detailed report as to the condition. THERE ARE things wrong, but fixable.

I HAVE been in contact with Kelly Roberts and GREG MEYHEW. I would like to Request a hearing with council to present my inquiry. I Am Available for any council meeting on your time frame.

Thank You,

Tom CARSON

734-283-6250

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

11

MEETING DATE: June 17, 2013

AGENDA ITEM #

**ITEM:** Sales Agreements for NPS2 Homes – 659 Vinewood

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

*Mark Kowalewski 6-13-13*

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

**BACKGROUND:** Received NSP2 Funds to complete the Vinewood Village Condominium Development. Council approved listing prices of these condos on October 29, 2012. The property was placed in the MLS and the Lottery Drawing was held on November 12, 2012. The City received offers on all but 3 units. The sales price has been lowered in accordance with the Sales Policy Guidelines.

Therefore, the following offer has been received:

**659 Vinewood** – Adam Dady, 24356 McDonald, Dearborn Hts., Michigan 48125 in the amount of \$67,635.00. Mr. Dady is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$11,836.12 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for ten (10) years this lien will not have to be repaid. The final mortgage is in the amount of \$55,798.88.

**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 sale agreement between Adam Dady 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:** *approve*

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:** *ok MP*

**LIST OF ATTACHMENTS:** Sale Agreement

cc: Jerry Miller, Wyandotte Realty  
Lindsay Hager, Capital Access  
Emanuel Odom, MSHDA  
Mr. Dady

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: June 17, 2013

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

RESOLVED BY THE MAYOR AND COUNCIL that Council concurs with the recommendation of the City Engineer regarding the sale of the NSP2 home at 659 Vinewood; AND

BE IT RESOLVED that Council hereby accepts the offer for **659 Vinewood** from Adam Dady, 24356 McDonald, Dearborn Hts., Michigan in the amount of \$67,635.00. Mr. Dady is 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy approval of \$11,836.12 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for ten (10) years this lien will not have to be repaid. The final mortgage amount is in the amount of \$55,798.88; 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	_____

LOTTERY FORM TO ACQUIRE NSP2 HOME

Date: 5/29/13

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,          655 Vinewood,  
         657 Vinewood, X 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> 659 Vinewood 2<sup>nd</sup> 655 Vinewood 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 Seven Thousand Six hundred Thirty Five Dollars  
(\$ 67635 )

DEPOSIT: One Percent (1%) of above amount enclosed. Check No. 14-695799671  
Make check payable to the Minnesota Title Agency

Enclosed Purchase Agreement

Enclosed Housing counseling Certificate 50% or Below of Area Median Income

Enclosed Pre-Qualified Mortgage Letter 120% or Below of Area Median Income

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: (Signature)

NAME: Adam Dady  
Please print

ADDRESS: 24356 McDonald  
Please print  
Dearborn Hts., MI 48125  
Please print

Phone: \_\_\_\_\_

VINEWOOD VILLAGE CONDOMINIUM  
PURCHASE AGREEMENT

Condominium Unit No. 11 (the "Unit")  
Style: \_\_\_\_\_  
(As shown on Condominium Subdivision Plan)

Unit Address: 659 Vinewood

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

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.

WHEREAS, Adam Dady

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

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

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

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.

IT IS AGREED AS FOLLOWS:

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

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.

Base purchase price \$ 67635  
Custom Extras, if any \$ 0  
TOTAL PURCHASE PRICE \$ 67635  
Earnest Money Deposit paid on signing this Agreement ("Deposit") \$ 676.35  
Additional Deposit to be paid by Purchaser on completion of rough carpentry \$ 0  
Additional Deposit to be paid by Purchaser on completion of drywall \$ 0

BALANCE OF TOTAL PURCHASE PRICE DUE AT CLOSING \$ 66958.65

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

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 29 day of May, 2013 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:

Ram Booden

Adam Dady  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

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

\_\_\_\_\_  
Address

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

CITY OF WYANDOTTE, a Michigan municipal corporation

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

## VIWEWOOD 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, assessments 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 day-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 expenses at the time of closing.

3. **Construction Rights of Developer.** The rights of Purchaser hereunder shall be subject and subordinate to all those 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 herein.

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 within 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 each 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 judgment 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 Representations 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, notices 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 job 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.



**ADDENDUM TO PURCHASE AGREEMENT**  
**FOR PROPERTY KNOWN AS 659 Vinewood**  
**Wyandotte, Michigan**

- ADD 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).
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."
- ADD 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.
- ADD 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.
- ADD 19. Purchaser will be responsible for title premium and recording fees, which will be deducted at time of closing.
- ADD 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.
- ADD 21. Purchaser will cooperate with the seller to provide seller access to Purchaser's monthly utility bills for the next five (5) years.
- ADD 22. Purchaser will be required to sign a Homebuyer Certification and Program Agreement at time of closing.
- ADD 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.

Karen Bearden

Dated: 05/31/13

PURCHASER:

[Signature]  
\_\_\_\_\_

SELLER: The City of Wyandotte

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

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

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

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

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

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.

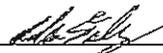
"Business day" means a day of the year excluding a Saturday, Sunday, or legal holiday. The calculation of the 9 business-day period shall include the day on which the documents listed above are received if that day is a business day. During that time, you should be sure to carefully read the accompanying 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: 

\_\_\_\_\_  
(If more than one Purchaser, all must sign)

Unit No.: \_\_\_\_\_

Dated: 05/31/13

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: \_\_\_\_\_  
Home No. \_\_\_\_\_  
Community: VINEWOOD VILLAGE CONDOMINIUM

Building No. \_\_\_\_\_  
Style: \_\_\_\_\_  
Home Address: \_\_\_\_\_

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. **MANUFACTURERS' 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 defecting 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 prior to 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: 5/29/13

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

Phone: \_\_\_\_\_

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

**WESTERN UNION MONEY ORDER**

**WESTERN UNION FINANCIAL SERVICES INC. - ISSUER**  
Englewood, Colorado  
Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

KRUGER #886

14-695799671

A 467735 D 060313  
T 1834 17  
146957996714 L 000686

\$ 676.35

PAY EXACTLY SIX HUNDRED SEVENTY-SIX DOLLARS AND THIRTY-FIVE CENTS

PAY TO THE ORDER OF

PAYMENT FOR/ACCT. #

PURCHASER'S ADDRESS

PURCHASER'S SIGNATURE

⑆102100400⑆ 40146957996714⑈

**MONEY ORDER RECEIPT - NON NEGOTIABLE**

Try the new Western Union Payments service for all your bills and get guaranteed proof of payment. To learn more and to search over 10,000 billers, goto [WesternUnionPayMyBills.com](http://WesternUnionPayMyBills.com).

AGT 467735 LDC 000686 DT 060313 4676.35 6HUNDRED76DOLLARS AN D 35CENTS

Payable to:  
RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK.  
PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless: (1) you fill in the Slip on this Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with this original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service call 1-877-322-9960



← LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP →

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

Adam Dady



*Sherman Williams II*

Sherman Williams II  
MSHDA Certified Counselor – Lighthouse Community Development

*April 1, 2013*  
Date

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





## MORTGAGE LOAN PRE-APPROVAL

---

Date: 04/03/2013

00000003162490

Dear **ADAM R DADY**,

Navy Federal Credit Union (NFCU) is pleased to advise that based on the information provided and a review of your credit, you have been pre-approved for a mortgage loan subject to the following terms and conditions:

Loan Amount: \$62,000.00

Conditions:

1. Final underwriting approval.
2. Receipt of a satisfactory appraisal and fully ratified sales contract with all attachments / addendums.
3. Standard settlement conditions.

This pre-approval is good for 60 days from the above date. Any change in the information provided may require a re-evaluation of your loan request.

Navy Federal Credit Union is pleased to provide this service to you. Upon ratification of a sales contract, please notify your loan officer in order to complete your loan application and make arrangements for settlement.

Cleveland Mortgage Team  
216.357.2740 - Office  
877.522.8023 - Toll Free  
216.357.2756 - Fax

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1812 Middlebelt Rd, Garden City, MI 48135  
Phone: 734-525-7900 Fax: 734-525-1311

**NOTICE OF BUYER AGENCY**

**TO THE SELLER OR SELLER'S AGENT**

Please note that my company and I are representing the buyer identified below as that buyer's exclusive agent, pursuant to a written agency contract, and with respect to the potential purchase of the property described below.

As the agent for the buyer, our allegiance extends to the buyer and not to the seller. Because we will be attempting to act in the best interest of our buyer, we are rejecting your offer of subagency (if any), and requesting that you not disclose any information to us that you do not want us to convey to our buyer.

We also  are accepting \_\_\_\_\_ are not accepting the compensation offered to cooperating broker of \$ \_\_\_\_\_ or  3  % of the purchase price of the property.

**BUYER:** \_\_\_\_\_  ADAM DADY  \_\_\_\_\_

**PROPERTY:** \_\_\_\_\_  659 VINEWOOD  \_\_\_\_\_  
\_\_\_\_\_  WYANDOTTE MI  \_\_\_\_\_

Broker: \_\_\_\_\_  
 LAURE BROADRICK  \_\_\_\_\_

Agent  
 Century 21 Castelli  \_\_\_\_\_  
Firm

**ACKNOWLEDGEMENT AND ACCEPTANCE**

I (We) hereby acknowledge that I (We) were presented with this Notice on \_\_\_\_\_, 20\_\_\_\_\_, and prior to entering into negotiations for the sale of the above mentioned property.

\_\_\_\_\_  
Seller Or \_\_\_\_\_  
Seller's Agent

\_\_\_\_\_  
Seller

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

12

MEETING DATE: June 13, 2013

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

**ITEM:** 2013 Fiscal Year Budget Amendments

**PRESENTER:** Robert J. Szczechowski, Deputy Treasurer/Assistant Finance Director

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Budget amendments are required to meet General Fund and Special Revenue Fund obligations.

**STRATEGIC PLAN/GOALS:** To comply with all the requirements of our laws and regulations. The budget amendments keep the City in compliance with Public Act 621 of 1978.

**ACTION REQUESTED:** Adopt the resolution concurring with the Deputy Treasurer/Assistant Finance Director's recommendation of the 2013 Fiscal Year budget amendments.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** See attachment A.

**IMPLEMENTATION PLAN:** N/A

**COMMISSION RECOMMENDATION:** N/A

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

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

**MAYOR'S RECOMMENDATION:** Concur with recommendation. *of-PA*

**LIST OF ATTACHMENTS:**

1. Budget amendments (attachment A)
2. Department requests/information

**MODEL RESOLUTION:**

RESOLVED BY CITY COUNCIL that Council hereby concurs in the recommendations of the Deputy Treasurer/Assistant Finance Director and approves the necessary 2013 Fiscal Year Budget amendments as outlined in this communication dated June 13, 2013.

City of Wyandotte  
 Attachment A  
 Budget Amendments  
 June 13, 2013

2013 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/Change
Debt Service Fund	306-000-691-011	Operating Transfer	\$0.00	\$200,000.00	\$200,000.00
Capital Equipment Fund	402-000-691-010	Operating Transfer	\$0.00	(\$200,000.00)	(\$200,000.00)
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$0.00</u>

**Transfer excess fund balance of Capital Equipment Fund derived from debt levy to debt service fund. This excess was the result of the City levying the charter-authorized debt levy for both capital equipment purchases and for principal and interest on bonds sold to construct public buildings. This transfer is necessary to reconcile the receipts for the proper purpose of the debt levy.**

Municipal Golf Course Fund	525-750-825-300	Contractual Service-Maintenance	\$0.00	\$157,920.00	\$157,920.00
	525-750-725-115	Salary-Seasonal (PT)	\$50,500.00	\$7,300.00	(\$43,200.00)
	525-750-725-150	FICA	\$8,282.00	\$4,977.20	(\$3,304.80)
	525-750-750-250	Course Maintenance	\$95,000.00	\$10,734.80	(\$84,265.20)
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$27,150.00</u>

**Amend line items to cover the Davey Golf maintenance contract approved per attached council resolution.**

General Fund	101-200-825-380	Grievance/Arbitration	\$25,000.00	\$43,000.00	\$18,000.00
	101-200-825-390	Consultants	\$25,000.00	\$7,000.00	(\$18,000.00)
	101-200-825-450	Insurance-Liability/Casualty	\$288,000.00	\$305,000.00	\$17,000.00
	101-000-691-010	Operating Transfer-Self Insurance	(\$288,000.00)	(\$305,000.00)	(\$17,000.00)
	101-200-925-785	MI Claims Assessment-BCBS	\$10,000.00	\$11,000.00	\$1,000.00
	101-200-925-786	MI Claims Assessment (Rx)	\$0.00	\$3,000.00	\$3,000.00
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$4,000.00</u>

**Various budget amendments including costs of representation for various employment matters, increased cost of liability insurance, and the 1% tax on healthcare costs (federal mandate).**

City of Wyandotte  
Attachment A  
Budget Amendments  
June 13, 2013

2013 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
General Fund-DCACA	101-303-725-115	Salary-PT	\$16,000.00	\$10,849.00	(\$5,151.00)
	101-303-725-120	Overtime	\$2,000.00	\$7,000.00	\$5,000.00
	101-303-725-150	FICA	\$6,758.00	\$7,027.00	\$269.00
	101-303-725-165	Prescription Drug Coverage	\$2,959.00	\$8,500.00	\$5,541.00
	101-303-725-185	Worker's Compensation	\$1,000.00	\$500.00	(\$500.00)
	101-303-825-210	Office Supplies	\$2,500.00	\$500.00	(\$2,000.00)
	101-303-825-330	Legal Fees	\$1,500.00	\$500.00	(\$1,000.00)
	101-303-825-430	Equipment/Vehicle Maintenance	\$7,500.00	\$5,000.00	(\$2,500.00)
	101-303-825-450	Insurance	\$0.00	\$1,200.00	\$1,200.00
	101-303-850-550	Capital Equipment	\$10,000.00	\$3,450.00	(\$6,550.00)
	101-303-825-910	Electric	\$0.00	\$6,000.00	\$6,000.00
	101-303-825-920	Water	\$0.00	\$750.00	\$750.00
	101-303-825-930	Heat (Gas)	\$0.00	\$4,250.00	\$4,250.00
	101-303-925-720	Education	\$2,000.00	\$500.00	(\$1,500.00)
	101-303-925-999	Reimbursement-Shelter Agreements	(\$37,500.00)	(\$18,750.00)	\$18,750.00
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$22,559.00</u>

Amend line items to reflect actual costs of DCACA operations.

General Fund	101-209-725-110	Salary	\$70,080.00	\$66,273.64	(\$3,806.36)
	101-209-725-140	DC Pension Plan	\$0.00	\$438.49	\$438.49
	101-209-725-145	DB Pension Plan	\$41,438.00	\$36,594.53	(\$4,843.47)
	101-209-725-150	FICA	\$5,485.00	\$5,193.81	(\$291.19)
	101-209-725-167	Retiree Health Care	\$0.00	\$500.00	\$500.00
	101-209-725-170	Life Insurance	\$273.00	\$284.36	\$11.36
	101-209-725-175	LTD	\$204.00	\$192.96	(\$11.04)
Total Increase/(Decrease) in Expenses/(Revenues)					<u>(\$8,002.21)</u>

Amend line items to reflect new Assessor elected 5/7/13. Does not reflect membership in DCA.

City of Wyandotte  
Attachment A  
Budget Amendments  
June 13, 2013

2013 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
General Fund	101-301-725-115	Holiday Pay	\$108,302.00	\$140,363.44	\$32,061.44
	101-301-725-130	Longevity	\$4,200.00	\$5,730.00	\$1,530.00
	101-301-725-150	FICA	\$53,478.00	\$53,948.48	\$470.48
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$34,061.92</u>

**Increase costs of holiday pay and longevity for patrol officers and command officers who did not agree to settle the CBA consistent with the terms included in the budget adopted by City Council for the 2013 FY.**

General Fund	101-336-725-110	Salary	\$1,547,246.00	\$1,636,871.31	\$89,625.31
	101-336-725-115	Holiday Pay	\$80,146.00	\$84,896.14	\$4,750.14
	101-336-725-117	ALS Premium Pay	\$67,363.00	\$80,835.67	\$13,472.67
	101-336-725-119	Compensatory Time Payout	\$0.00	\$2,638.00	\$2,638.00
	101-336-725-140	DC Pension Plan	\$81,047.00	\$90,009.53	\$8,962.53
	101-336-725-150	FICA	\$29,219.00	\$30,911.49	\$1,692.49
	101-336-725-165	Prescription Drug Coverage	\$38,961.00	\$42,691.86	\$3,730.86
	101-336-725-167	Retiree Health Care (RHS Plan)	\$1,245.00	\$3,485.63	\$2,240.63
	101-336-725-170	Life Insurance	\$3,408.00	\$4,089.60	\$681.60
	101-336-725-175	LTD	\$4,385.00	\$4,644.91	\$259.91
	101-336-725-180	Food Allowance	\$22,800.00	\$27,550.00	\$4,750.00
	101-336-725-190	Clothing Allowance	\$20,650.00	\$24,775.00	\$4,125.00
	101-000-600-065	Grant - SAFER	\$0.00	\$145,325.52	(\$145,325.52)
Total Increase/(Decrease) in Expenses/(Revenues)					<u>(\$8,396.38)</u>

**Amend budget to include firemen (4) hired under the SAFER grant and the replacement of the vacant firefighter.**

Major Streets Fund	202-440-825-460	Resurfacing	\$393,625.23	\$729,303.23	\$335,678.00
Local Streets Fund	203-440-825-460	Resurfacing	\$308,645.04	\$451,522.04	\$142,877.00
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$478,555.00</u>

**Per 4/30/13 Council Resolution approving the 2013 Street Repair, Resurfacing and Reconstruction projects.**

City of Wyandotte  
Attachment A  
Budget Amendments  
June 13, 2013

2013 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
General Fund	101-448-725-110	Salary	\$677,755.00	\$687,644.54	\$9,889.54
	101-448-725-118	Physical Fitness Premium	\$0.00	\$500.00	\$500.00
	101-448-725-140	DC Pension Plan	\$16,941.00	\$18,304.65	\$1,363.65
	101-448-725-145	DB Pension Plan	\$312,924.00	\$310,708.45	(\$2,215.55)
	101-448-725-150	FICA	\$68,840.00	\$69,699.82	\$859.82
	101-448-725-167	Retiree Health Care	\$0.00	\$1,950.00	\$1,950.00
	101-448-725-170	Life Insurance	\$2,045.00	\$2,135.88	\$90.88
	101-448-725-175	LTD	\$1,951.00	\$1,979.68	\$28.68
	101-448-725-190	Clothing Allowance	\$6,300.00	\$7,650.00	\$1,350.00
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$13,817.02</u>

**Amend budget to include hiring of three (3) new DPS employees net of two (2) employees who separated from service.**

General Fund	101-750-850-560	Memorial Park Improvements	\$0.00	\$66,236.00	\$66,236.00
	101-000-655-010	Misc Revenue	\$110,000.00	\$176,236.00	(\$66,236.00)
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$0.00</u>

**Per Council Resolution dated April 30, 2013, budget for improvements to Memorial Park walking track. Funding is being transferred from a liability reserve which was not ultimately necessary.**

General Fund	101-301-725-110	Salary-Police	\$2,333,965.00	\$2,316,115.00	(\$17,850.00)
	101-301-725-150	FICA-Police	\$53,478.00	\$52,128.00	(\$1,350.00)
	101-301-825-420	Cleaning-Building	\$16,649.00	\$35,849.00	\$19,200.00
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$0.00</u>

**Amend line items related to cleaning services at the Police Building (attachment).**

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swlecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR

March 19, 2013



RESOLUTION  
JOSEPH R. PETERSON  
MAYOR

COUNCIL

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

Superintendent of Recreation  
James R. Knopp  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

By Councilman Lawrence Stec  
Supported by Councilman James R. DeSana

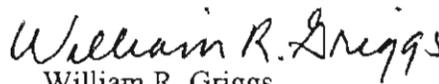
RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the Superintendent of Recreation and Recreation Commission to accept the proposal of Davey Golf to provide maintenance at Wyandotte Shores Golf Course per the 2013-2017 Proposal and to request an additional \$27,150 for the FY13 budget, pending approval of the Department of Legal Affairs and provided the contract provides the City the right to terminate the contract at anytime and for any reason upon giving sixty (60) days notice to Davey Golf and provided the insurance coverage of Davey Golf meets the approval of the City.

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on March 18, 2013.

  
William R. Griggs  
City Clerk

CC: Department of Legal Affairs, Justin Lanagan, Recreation

**bob szczechowski**

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**From:** J Lanagan <jlanagan@wyan.org>  
**Sent:** Wednesday, May 08, 2013 3:56 PM  
**To:** 'bob szczechowski'  
**Cc:** recreation@wyan.org  
**Subject:** Golf Course Contractual Maintenance

Bobby,

We need to transfer funds from several accounts to cover the costs of the Davey Golf contract. We will be transferring all the funds listed below to account # 525-750-825-300.

From account # 525-750-825-115 (salary seasonal) transfer \$43,200

From account #525-750-725-150 (FICA) transfer \$3304.80

From account #525-750-750-250 (course maintenance) transfer \$84,265.20

On March 18<sup>th</sup>, City Council appropriated an additional \$27,150 to cover the remaining balance owed to Davey golf

The totals above equal \$157,920 which equals the total payments owed to Davey Golf for the fiscal year 2013.

Any questions, feel free to contact me.

Thanks,

***Justin Lanagan***  
Superintendent of Recreation  
Department of Recreation, Leisure, and Culture  
City of Wyandotte

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keeln  
CITY ASSESSOR



RESOLUTION  
JOSEPH R. PETERSON  
MAYOR

COUNCIL

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

April 30, 2013

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

By Councilman Leonard Sabuda  
Supported by Councilman Daniel E. Galeski

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and City Engineer to approve the 2013 Street Repair, Resurfacing and Reconstruction Projects list, AND FURTHER, approves the recommended budget amendments required to perform the work and hereby directs the Finance Department to transfer \$335,678 from the Major Street Fund Balance to account # 202-440-825.460 and to transfer \$142,877 from Local Street Fund Balance to account # 203-440-825.460. AND FURTHER, this recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

YEAS: Councilmembers DeSana Fricke Galeski Sabuda

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte at the regular meeting held on April 29, 2013.

William R. Griggs  
City Clerk

CC: City Administrator

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keelin  
CITY ASSESSOR



JOSEPH J. THORNTON  
MAYOR

COUNCIL

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

April 30, 2013

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

By Councilman Leonard Sabuda  
Supported by Councilman Daniel E. Galeski

RESOLVED by the City Council that Council CONCURS with the City Engineer, Superintendent of Recreation and Administrative Trainee and hereby authorizes the acceptance of Bid File # 4610-Memorial Park Walk Path Repair from S & J Asphalt Paving Company in the amount of \$66,236.00 for the Memorial Park Walk Path Repair from Account # 101-750-850-560.

YEAS: Councilmembers DeSana Fricke Galeski Sabuda  
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on April 29, 2013.

*William R. Griggs*  
William R. Griggs  
City Clerk

CC: S & J Asphalt Paving Company, 39571 Michigan Avenue, Canton, MI. 48188,  
Recreation , City Administrator

*Bud Amendment  
Also, ↑ Misc Rev  
in same amount  
than JE from 101-000202.000  
(due to SET)*

# City of Wyandotte

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## Interdepartmental Communication

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DATE: April 30, 2013  
TO: Bob Szczechowski, Finance  
FROM: Laura Christensen, Administrative Assistant  
SUBJECT: Transfer of Funds  
CC: Chief of Police Daniel J. Grant, Inspector Pouliot

---

Bob, we would like to transfer \$17,850.00 from our Salary account (101 301 725 740 110) and \$1,350.00 from our F.I.C.A. account (101 301 725 740 150) to our Cleaning/Building account (101 301 825 740 420). Please advise if there are any problems with this request.

If you have any questions, please call me at ext. 4424. Otherwise, thank you for your assistance.

Sincerely,

Laura Christensen

HEARING

PROPOSED RESOLUTION

RESOLVED BY THE CITY COUNCIL that a hearing was held on June 17, 2013, where all parties were given an opportunity to show cause, if any they had, why the structures, a dwelling and a garage, at 1123 3<sup>rd</sup> Street, Wyandotte, Michigan, should not be demolished, removed or otherwise made safe, and

BE IT FURTHER RESOLVED that the Council considered the property maintenance letter dated May 9, 2012, the dangerous building letter dated February 13, 2013, the accumulation letter dated April 24, 2013, the Show Cause Hearing minutes dated March 14, 2013, the recommendation of the Hearing Officer and City Engineer's Office and all other facts and considerations that were brought to the attention at said hearing; AND

BE IT RESOLVED that the City Council hereby directs that said structures located at 1123 3<sup>rd</sup> Street, Wyandotte, Michigan, should be demolished, and that the costs 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 ~~10~~ days of the date of this resolution if they so desire.

21 days

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



MAYOR  
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

May 9, 2012

Mr. Donald Davis  
1123 3<sup>rd</sup> Street  
Wyandotte, Michigan 48192

RE: 1123 3<sup>rd</sup> Street  
Wyandotte, Michigan  
Tax ID # 57-004-17-0015-000

Dear Mr. Davis:

Complaints have been received by the City of Wyandotte Department of Engineering and Building regarding the condition of the referenced property. A site inspection was performed on May 8, 2012, which revealed that there are violations of the City of Wyandotte Property Maintenance Code as noted on the attached Property Maintenance Checklist.

A check of the records at the Wyandotte Department of Municipal Services shows that electric and water utilities were terminated in September of 2011. The structure appears to have been vacant for over six (6) months.

**Due to the lack of maintenance and deteriorated condition of the property at 1123 3<sup>rd</sup> Street as noted by the attached violations, and the lack of occupancy, the undersigned deems the structures to be unsafe and dangerous.**

Please be advised of the following from the City of Wyandotte Property Maintenance Code:

Section PM-110 Demolition:

PM-110.1 General: The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to raze and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to raze and remove such structure.

**Section PM-202.0 General Definitions:**

**Dangerous Buildings:** A building or structure that has 1 or more of the following defects or is in 1 or more of the following conditions:

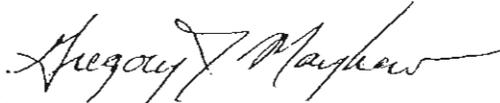
- A. The building or structure is damaged by fire, wind, or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.
- B. A building or structure remains unoccupied for a period of 180 consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the occupational code, Act. No. 299 of the Public Acts of 1980, being sections 339.2501 to 339.2515 of the Michigan Compiled Laws. For purposes of this subdivision, "building or structure" includes, but is not limited to, a commercial building or structure. This subdivision does not apply to either of the following:
  - (i) A building or structure as to which the owner or agent does both of the following:
    - (a) Notifies a local law enforcement agency in whose jurisdiction the building or structure is located that the building or structure will remain unoccupied for a period of 180 consecutive days. The notice shall be given to the local law enforcement agency by the owner or agent not more than 30 days after the building or structure becomes unoccupied.
    - (b) Maintains the exterior of the building or structure and adjoining grounds in accordance with the BOCA National Property Maintenance Code 1990 and amendments adopted by the City of Wyandotte.
  - (ii) A secondary dwelling of the owner that is regularly unoccupied for a period of 180 days or longer each year, if the owner notifies a local law enforcement agency in whose jurisdiction the dwelling is located that the dwelling will remain unoccupied for a period of 180 consecutive days or more each year. An owner who has given the notice prescribed by this sub paragraph shall notify the law enforcement agency not more than 30 days after the dwelling no longer qualifies for this exception. As used in this sub paragraph "secondary dwelling" means a dwelling such as a vacation home, hunting cabin, or summer home, that is occupied by the owner or a member of the owner's family during part of a year.

You are hereby directed to correct the noted violations, maintain the exterior of the property, occupy and/or list the structure with a real estate broker in accordance with Section PM-202.0 referenced above. Should you elect to rent or sell this property, an Upon Sale/Commercial Inspection or Rental Inspection is required according to the City of Wyandotte Code of Ordinances Sec. 7-62, Sec. 19-5 and 31.1-11. The inspections and fees can be arranged and paid for at City Hall in the Department of Engineering and Building.

**Failure to correct the cited violations, maintain and occupy the structure by July 9, 2012, will result in this Department proceeding with Section PM-107.3 Disregard of notice, of the Property Maintenance Code, at which time a hearing date will be set to determine whether or not the structure should be demolished, and tickets will be issued as per Section PM-106.0 Violations. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing.**

If you have any questions regarding this matter, please feel free to contact the undersigned at (734) 324-4558, or by email at [gmayhew@wyan.org](mailto:gmayhew@wyan.org).

Very truly yours,



Gregory J. Mayhew  
Assistant City Engineer

ATTACHMENTS:

Property Maintenance Checklist

Cc: Estate of Donald Davis, 3909 Cool SE, Kalkaska, Michigan 49646  
Officer Calhoun  
Address File  
Time File: July 9, 2012

WO# WF0521462

The City Of Wyandotte  
 CODE REQUIREMENTS  
 PROPERTY MAINTENANCE CHECK LIST

Address: 1123 3RD Date: 5/8/12  
 Occupancy: SF - VACANT Time of Inspection: 2:00 PM  
 Apt. #: \_\_\_\_\_ Inspected by: Gregory M. Pyle  
 Permit Required:  Work Order No: WRO 521462

The following code calls were taken from City of Wyandotte Property Maintenance Code (PM), Zoning Ordinance (ZO) and Code of Ordinances (CO)

Location	Approved	Code Calls
Exterior	1. <input checked="" type="checkbox"/> Foundation requires tuckpoint/paint	PM 304.5 PM 304.6
	2. <input checked="" type="checkbox"/> Siding requires replace/repair/paint/permit required (REAR)	PM 304.2/304.6
	3. <input checked="" type="checkbox"/> Windows require repair/replace/paint/screens/reglaze/replace glass/Storms/ permit required <u>LN SIDE WINDOW</u>	PM 304.14/304.15
	4. <input checked="" type="checkbox"/> Doors require repair/replace/paint/screens/jamb: Front/Side/Rear <u>STORM</u>	PM 304.16
	5. <input type="checkbox"/> Fascia, soffit, overhang requires repair/replace/paint <u>DOOR HANDLE</u>	PM 304.2/304.8/304.9
	6. <input checked="" type="checkbox"/> Gutters/conductors require repair/replace/paint	PM 304.2 PM 508.1
	7. <input checked="" type="checkbox"/> Roof requires repair/replace/ permit required (REAR PORCH)	PM 304.7
	8. <input type="checkbox"/> Snow covered-inspection could not be made *	
	9. <input checked="" type="checkbox"/> Front porch requires repair/replace/paint/handrail/guardrail/stairs/ Tuckpoint/permit required	PM 304.10/PM 304.11
	10. <input type="checkbox"/> Rear porch requires repair/replace/paint/handrail/guardrail/stairs/ Tuckpoint/permit required	PM 304.10/PM 304.11
	11. <input type="checkbox"/> Brick walls require tuckpoint	PM 304.1/304.4/304.6
	12. <input type="checkbox"/> Awnings shall be maintained/panted/repared	PM 304.9
	13. <input type="checkbox"/> Remove double keyed deadbolt on door: Front/Side/Rear	PM 702.11
	14. <input checked="" type="checkbox"/> Disconnect roof downspouts on house - extend minimum of 5 feet	CO-38.1
	15. <input type="checkbox"/> Address Required	PM 304.3
16. <input type="checkbox"/> Pool; permit # _____, date approved _____, other _____		
Garage or Shed	17. <input checked="" type="checkbox"/> Siding requires repair/replace/paint/permit required	PM 304.2 PM 304.6
	18. <input checked="" type="checkbox"/> Roof requires repair/replace/permit required	PM 304.7
	19. <input type="checkbox"/> Snow covered-inspection could not be made *	
	20. <input type="checkbox"/> Window requires repair/replace/paint/reglaze/permit required	PM 304.14 PM 304.15
	21. <input type="checkbox"/> Service/overhead door requires repair/replace/paint	PM 304.16 PM 304.2
	22. <input type="checkbox"/> Garage/shed requires ratwall/proper location on lot/permit required	PM 303.5/303.7/ZO 1803
	23. <input type="checkbox"/> Floor requires repair	PM 303.3/303.7
	24. <input type="checkbox"/>	
Premises	25. <input checked="" type="checkbox"/> Required to be free from rubbish or garbage <u>MISC. TRASH</u>	PM 306.1
	26. <input type="checkbox"/> Requires approved rubbish containers	PM 306.2
	27. <input type="checkbox"/> Requires positive lot drainage	PM 303.2
	28. <input type="checkbox"/> Requires insect and rat control	PM 303.5 PM 307.1
	29. <input type="checkbox"/> Pave, repair, or replace concrete driveway/approach/snow covered*/permit required	PM 303.3
	30. <input type="checkbox"/> Replace City sidewalk _____ squares/snow covered*/permit required	PM 303.3
	31. <input type="checkbox"/> Off street parking required to be paved - Add _____ spaces/ permit required (to be provided in side or rear yard)	ZO 1804/CO 35.46
	32. <input type="checkbox"/> Repair or replace rear walk/approach walk/side/snow covered*	PM 303.3
	33. <input checked="" type="checkbox"/> Requires prevention of weeds	PM 303.4
	34. <input type="checkbox"/> Wood storage - 18" off ground	CO 14.9
35. <input checked="" type="checkbox"/> Fence requires removal/replace/repair/ <u>PAINT</u>	PM 303.7	
36. <input type="checkbox"/> FRONT YARD FENCES MUST BE REMOVED BEFORE A CERTIFICATE OF APPROVAL OR CERTIFICATE OF COMPLIANCE IS ISSUED	ZO 1900.7.b	
OTHER	<input type="checkbox"/>	_____
	<input type="checkbox"/>	_____

The City Of Wyandotte  
 CODE REQUIREMENTS  
 PROPERTY MAINTENANCE CHECK LIST

rechecked 2/13/13 No change  
 ka

Address: 1123 3RD Date: 5/8/12  
 Occupancy: SF VACANT Time of Inspection: 2:00 PM  
 Apt #: Permit Required: Work Order No: WFO 521462  
 Inspected by: GREG MAYER

The following code calls were taken from City of Wyandotte Property Maintenance Code (PM), Zoning Ordinance (ZO) and Code of Ordinances (CO)

Location	Approved	Code Calls
Exterior	1. <input checked="" type="checkbox"/> Foundation requires tuckpoint/paint	PM 304.5 PM 304.6
	2. <input checked="" type="checkbox"/> Siding requires replace/repair/paint/permit required (REAR)	PM 304.2/304.6
	3. <input checked="" type="checkbox"/> Windows require repair/replace/paint/screens/reglaze/replace glass/Storms/ permit required <small>END SIDE WINDOW WINDOW</small>	PM 304.14/304.15
	4. <input checked="" type="checkbox"/> Doors require repair/replace/paint/screen/jamb: Front/Side/Rear STORM	PM 304.16
	5. <input type="checkbox"/> Fascia, soffit, overhang requires repair/replace/paint DOOR HANDLE	PM 304.2/304.8/304.9
	6. <input checked="" type="checkbox"/> Gutters/conductors require repair/replace/paint	PM 304.2 PM 508.1
	7. <input checked="" type="checkbox"/> Roof requires repair/replace/ permit required (REAR PORCH)	PM 304.7
	8. <input type="checkbox"/> Snow covered- inspection could not be made *	
	9. <input checked="" type="checkbox"/> Front porch requires repair/replace/paint/handrail/guardrail/stairs/ Tuckpoint/permit required	PM 304.10/PM 304.11
	10. <input type="checkbox"/> Rear porch requires repair/replace/paint/handrail/guardrail/stairs/ Tuckpoint/permit required	PM 304.10/PM 304.11
	11. <input type="checkbox"/> Brick walls require tuckpoint	PM 304.1/304.4/304.6
	12. <input type="checkbox"/> Awnings shall be maintained/painted/repared	PM 304.9
	13. <input type="checkbox"/> Remove double keyed deadbolt on door: Front/Side/Rear	PM 702.11
	14. <input checked="" type="checkbox"/> Disconnect roof downspouts on house - extend minimum of 5 feet	CO-38.1
	15. <input type="checkbox"/> Address Required	PM 304.3
	16. <input type="checkbox"/> Pool, permit # _____, date approved _____, other	
Garage or Shed	17. <input checked="" type="checkbox"/> Siding requires repair/replace/paint/permit required	PM 304.2 PM 304.6
	18. <input checked="" type="checkbox"/> Roof requires repair/replace/permit required	PM 304.7
	19. <input type="checkbox"/> Snow covered- inspection could not be made *	
	20. <input type="checkbox"/> Window requires repair/replace/paint/reglaze/permit required	PM 304.14 PM 304.15
	21. <input type="checkbox"/> Service/overhead door requires repair/replace/paint	PM 304.16 PM 304.2
	22. <input type="checkbox"/> Garage/shed requires rat wall/proper location on lot/permit required	PM 303.5/303.7/ZO 1803
	23. <input type="checkbox"/> Floor requires repair	PM 303.3/303.7
	24. <input type="checkbox"/>	
Premises	25. <input checked="" type="checkbox"/> Required to be free from rubbish or garbage MISC. TRASH	PM 306.1
	26. <input type="checkbox"/> Requires approved rubbish containers	PM 306.2
	27. <input type="checkbox"/> Requires positive lot drainage	PM 303.2
	28. <input type="checkbox"/> Requires insect and rat control	PM 303.5 PM 307.1
	29. <input type="checkbox"/> Pave, repair, or replace concrete driveway/approach/snow covered*/permit required	PM 303.3
	30. <input type="checkbox"/> Replace City sidewalk _____ squares/snow covered*/permit required	PM 303.3
	31. <input type="checkbox"/> Off street parking required to be paved - Add _____ spaces/ permit required (to be provided in side or rear yard)	ZO 1804/CO 35.46
	32. <input type="checkbox"/> Repair or replace rear walk/approach walk/side/snow covered*	PM 303.3
	33. <input checked="" type="checkbox"/> Requires prevention of weeds	PM 303.4
	34. <input type="checkbox"/> Wood storage - 18" off ground	CO 14.9
	35. <input checked="" type="checkbox"/> Fence requires removal/replace/repair/PAINT	PM 303.7
	36. <input type="checkbox"/> FRONT YARD FENCES MUST BE REMOVED BEFORE A CERTIFICATE OF APPROVAL OR CERTIFICATE OF COMPLIANCE IS ISSUED	ZO 1900.7.b
OTHER	( )	
	( )	
	( )	
	( )	
	( )	

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



MAYOR  
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

February 13, 2013

Estate of Donald Davis  
3909 Cool SE  
Kalaska, Michigan 49646

RE: 1123 3<sup>rd</sup> Street  
Wyandotte, MI

To Whom It May Concern:

It has been observed by the undersigned that the house windows and garage door is missing allowing access to the interior. These conditions may be an attractive nuisance to children or a harbor for vagrants, criminals or immoral persons, or rodents. Please be advised of the following from the City of Wyandotte Property Maintenance Code:

Section PM-202.0 General Definitions:

**Dangerous Buildings:** A building or structure that has one (1) or more of the following defects or is in one (1) or more of the following conditions:

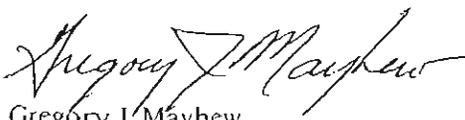
- A. The building or structure is damaged by fire, wind, or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.

Secure the dwelling by 12:00 Noon, Friday, February 15, 2013. Failure to do so will result in the undersigned ordering the referenced doors and windows secured and closed in accordance with Section PM-109.1 Imminent danger of the City of Wyandotte Property Maintenance Code. The cost of this work will be charged against the property in accordance with Section PM109.5 Cost of emergency work.

Further, if the structure is not secured by the date set forth, this matter will be referred to the Department of Legal Affairs for prosecution in accordance with Section PM-106.0 Violations for failure to obey this order.

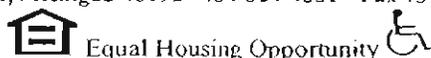
If you have any questions regarding this matter, please feel free to contact the undersigned at (734) 324-4558.

Very truly yours,

  
Gregory J. Mayhew  
Assistant City Engineer

cc: Officer Calhoun  
Address File: 1123 3<sup>rd</sup> Street  
Time File: February 14, 2013

3200 Biddle Avenue, Suite 200 • Wyandotte, Michigan 48192 • 734-324-4551 • Fax 734-324-4535 • email: [engineering1@wyan.org](mailto:engineering1@wyan.org)



OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



MAYOR  
Joseph R. Peterson

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Daniel E. Galeski  
Leonard T. Sabuda  
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

ONLY NOTICE

April 24, 2013

Estate of Donald Davis  
3909 Cool SE  
Kalkaska, Michigan 49646

RE: Tax ID #: 57-004-17-0015-000  
1123 3<sup>rd</sup> Street  
Wyandotte, Michigan

To Whom It May Concern:

On April 23, 2013, the undersigned observed that the referenced property has an accumulation of aluminum siding and siding underlayment in the rear yard. This accumulation is in violation of the City of Wyandotte Code of Ordinance as follows:

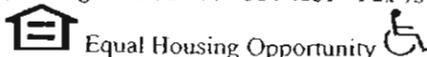
**Section 14-9. Accumulation of solid waste or filth prohibited.**

It shall be unlawful for any person owning, renting, controlling, using or occupying any building or private premises in the city to permit the accumulation thereon of, and that person shall remove and keep clear there from, all filth, solid waste, bulk items, and/or special refuse, or other unsightly, offensive or unsanitary matter, articles, or materials or accumulation that would pose a health hazard, subject adjacent property occupants to an unreasonably offensive odor, or become a public nuisance. The accumulation of filth, solid waste, bulk items, and/or special refuse in excess of seven (7) days shall be prima facie evidence of posing a health hazard and creating a public nuisance. Such person shall properly stack or store any lumber, wood, masonry etc., off the ground at least eighteen (18) inches above ground level to prevent the harboring of rodents.

**Section 14-13. Abatement of violations.**

- (a) The City Engineer is hereby authorized and empowered to notify, in writing, the owner proprietor, occupant, agent and/or tenant(s) of any premises to remove solid waste, yard waste, special refuse and/or recyclable ("waste of recyclables") which has accumulated on such premises and not disposed of in compliance with this article (unless the same is on the abutting public property, or public rights-of-way, in which no notice is required). Such notice shall be hand delivered or first class mail, addressed to said owner and/or tenant(s) at the last known address.

3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192 • 734-324-4551 • Fax 734-324-4535 • email: engineering1@wyan.org



- (b) If wastes are not removed from the premises within six (6) days after the date of mailing of such notice, or if the wastes are on abutting public property or public rights-of-way, the City Engineer is hereby authorized and empowered to contract and pay for the removal of the waste or to order removal by the city.
- (c) When the city has effected the removal of such waste or has paid for its removal, the actual cost thereof shall be charges to the owner(s) of the premises and forwarded to such owner(s) by the city, and said charge shall be due and payable upon receipt.

The above described accumulation is deemed unsightly and offensive, and is a public nuisance. **You are hereby directed to remove the above described accumulations by 12:00 Noon, Thursday, May 2, 2013.** Failure to do so will result in the undersigned causing the removal of the accumulations in accordance with Section 14-13(b) as stated above. The cost of such removal shall be charged to the property as set forth in Section 14-13(c).

Thank you for your cooperation in this matter. If you have any questions, contact the undersigned at 734-324-4558.

Very truly yours,



Gregory J. Mayhew  
Assistant City Engineer

Attachment: List of Interested Parties

Cc: List of Interested Parties  
Gary Ellison, DPS Superintendent  
Address File  
Time File: May 2, 2013



# Minnesota Title Agency

Main Office-Title Dept.  
32500 Schoolcraft Road  
Livonia, MI 48150

(734) 421-4000  
Fax (734) 421-0047

Allen Park Office-Escrow Dept.  
7326 Allen Road  
Allen Park, MI 48101  
(313) 381-6313  
Fax (313) 381-7901

## TITLE SEARCH CERTIFICATE

File No: **339402**

Page 1

Statement furnished to: William R. Look, Atty.  
Certified to: January 14, 2013 8:00 A.M.

Land in the City of Wyandotte, Wayne County, MI 48192

Lot 15, Baumeys Estate Subdivision, as recorded in Liber 39, Page 10 of Plats, Wayne County Records.

1123 3rd St.

We have examined the records of the Register of Deeds Office for Wayne County, Michigan, and find there are no conveyances, liens or encumbrances affecting the above described property recorded from July 26, 1996 at 8:00 A.M. to January 14, 2013 at 8:00 A.M. except the following:

Last Deed Holder of record: Beatrice N. Miller and Donald M. Davis

Mortgage for \$97,500.00 was given by Beatrice N. Miller, single, AKA Bea N. Miller A/K/A Bea Miller and Donald M. Davis to MERS as Nominee for First NLC Financial Services LLC dated July 22, 2005 and recorded August 8, 2005 in Liber 43294, Page 1243, Wayne County Records.

Federal Tax Liens and State Tax Liens for the sums of \$88,994.03, \$2,822.20, \$3,286.14 and \$7,579.76 were filed against Donald Davis as recited in Liber 48639, Page 1123, in Liber 49816, Page 836, in Liber 48818, Page 743 and in Liber 48355, Page 865, Wayne County Records.

A Notice of Judgment Lien for \$1,068.93 was filed by Centurion Capital Corporation against Donald Davis, as recited in Liber 46146, Page 465, Wayne County Records.

TAXES: Item No(s) 57-004-17-0015-000

2011 County due \$391.72 plus interest and penalty, if any.

2012 City due \$2,514.29 (Includes \$758.67 Engineering) plus interest and penalty, if any.

2012 County due \$611.90 plus interest and penalty, if any.

ASSESSMENTS: \$200.00 Mowing and \$200.00 Mowing plus interest, if any.

Subject to taxes or assessments not shown as existing liens by public records, but which may have a retroactive lien date imposed by operation of law.

In consideration of the reduced rate at which this Certificate is furnished it is understood that the information contained herein is only such as may be obtained in the office of the Register of Deeds in Wayne County and the liability is limited to the amount of premium paid for said search.

MINNESOTA TITLE AGENCY

Michael A. Cuschieri or John C. Cuschieri

**PRESENT:** Mark Kowalewski, City Engineer  
Greg Mayhew, Assistant City Engineer  
Lou Parker, Hearing Officer  
Peggy Green, Secretary

The Hearing was called to order at 9:00 a.m. by Mr. Mayhew.

Mr. Mayhew explained that the house is vacant, the utilities were terminated September 1, 2011. Mr. Mayhew added that the owner, Donald Davis, is deceased, and letters were sent to the estate. Mr. Mayhew continued that emails from neighbors have been received showing the house is in disrepair.

Mr. Parker commented that he had done an inspection on the house next door to 1123 - 3<sup>rd</sup> Street, and the condition of 1123 - 3<sup>rd</sup> Street is deplorable and the dwelling is a fire hazard to the neighboring homes.

Mr. Mayhew stated that a letter was sent on March 8, 2013, regarding the open windows and requiring the building to be secured by March 13, 2013, and this was not done. Mr. Mayhew stated that he had directed the Department of Public Service to secure the dwelling.

Mr. Mayhew continued that there are multiple violations on the property: garage – replace roof, replace rear garage door, repair siding, door requires hardware. Fence requires repair/paint, missing a gate. Miscellaneous debris in yard. House – replace missing siding, replace roof rear porch, north rear door repair trim, repair/replace soffit, rear porch steps require paint/repair, windows missing, structure open to vagrants and weather, repair gutters and downspouts, front storm door requires repair, front steps require repair and paint stairs.

Mr. Kowalewski asked if a title search has done. Mr. Mayhew replied yes, it was certified until January 14, 2013, and notices were sent to all interested parties (list attached).

Mr. Mayhew stated that the title search has been received by the city attorney, and that a notice will also be sent to the State Government, State of MI Treasury, P.O. Box 30199, Lansing, MI 48909 and Federal Government at Department of the Treasury, 1500 Pennsylvania Avenue, NW, Washington, D.C., 20220.

Mr. Mayhew continued that the house is very close to the houses on each side and the has asked the Police Department to send him the police reports.

Mr. Mayhew stated that on March 8, 2013, he went by the property and there were windows on the first floor. On March 13, 2013, he went by the property again, and the windows were smashed out and you could easily gain access to the dwelling.

Mr. Parker stated that the dwelling is a fire hazard.

Mr. Kowalewski stated that the dwelling is a nuisance and open to trespassers.

Mr. Parker stated that the dwelling is to be brought up to code or demolished thirty (30) days after mailing of these minutes. If this is not complied with, the matter will be sent to the City Council for demolition.

Contact Information:

See attached mailing list

Mailing Labels 1123 3<sup>rd</sup> Street -2/21/13

updated 4-10-1; 5-29-13

Centurion Capital Corporation  
A Maryland Corporation  
Assignee of FCNB/Newport News  
P.O. Box 1845  
Rockville, MD 20849

Donald Davis  
15420 Appoline Street  
Detroit, MI 48227

Donald Davis  
11720 Littlefield Upper Flat  
Detroit, MI 48227

Donald Davis  
1123 3<sup>rd</sup> Street  
Wyandotte, Michigan 48192

Estate of Donald Davis  
3909 Cool SE  
Kalkaska, Michigan 49646

Michigan Depart. of Treasury-Collection  
P.O. Box 30199  
Lansing, Michigan 48909

Mark Genaw  
1134 3<sup>rd</sup> Street  
Wyandotte, Michigan 48192

Peter Ortiz  
1609 Biddle Avenue DZ 38  
Wyandotte, Michigan 48192

First NLC Financial Services LLC  
700 W. Hillsboro Blvd  
Building 1, STE 204  
Deerfield Beach, FL 33441

Beatrice N. Miller  
3909 Cool SE  
Kalkaska, Michigan 49646

Beatrice N. Miller  
1123 – 3<sup>rd</sup> Street  
Wyandotte, MI 48192

Beatrice N. Miller  
3909 Cool SE  
Kalkaska, MI 49646

Bernard J. Youngblood  
Register of Deeds  
Wayne County  
400 Monroe, 6<sup>th</sup> Floor  
Detroit, MI 48226

Forfeiture Division – Eric Sabree  
Wayne County  
400 Monroe, Ste. 500  
Detroit, MI 48226

Wolpoff & Abramson, L.L.P.  
Attorneys in the Practice of Debt Collection  
39500 High Pointe Blvd., Suite 250  
Novi, MI 48375

State of MI Treasury  
P.O. Box 30199  
Lansing, MI 48909

Department of the Treasury  
1500 Pennsylvania Avenue, NW  
Washington, D.C., 20220

Lender Live Network, Inc.  
710 South Ash Street, Suite 200  
Glendale, CO 80246

**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 Miclura Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

June 4, 2013

Kathy Adams  
Source Realty/Century 21 America  
18707 Ecorse  
Allen Park, MI. 48101

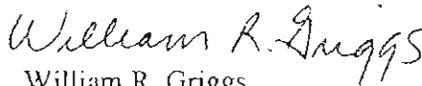
By Councilman Daniel E. Galeski  
Supported by Councilman Leonard Sabuda

RESOLVED by the City Council that the communication from Kathy Adams Source Realty/Century 21 America, 18707 Ecorse, Allen Park, Michigan 48101 relative to the condition of the property located at 1123-3rd is hereby received and placed on file and further made part of the show cause hearing file that is scheduled for June 17, 2013 as referred to in a communication on this evenings agenda relative to the aforementioned property.

YEAS: Councilmembers Fricke Galeski Miclura Sabuda Schultz Stec  
NAYS: None

**RESOLUTION DECLARED ADOPTED**

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on June 3, 2013.

  
William R. Griggs  
City Clerk

CC: City Engineer, Show Cause Hearing File

**Source**



**Realty**



**18707 Ecorse Rd  
Allen Park Mi 48101**

Dear City Council,

For the last 9 years I have been listing and selling homes in your wonderful city with great success. This year however has been a turning point for me as an agent a few other agents I have talked with in regards to the speedy responses to derelict properties from the City Council.

I have a property list at 1129 3<sup>rd</sup> Street, 7 total rooms, 2 full baths, finished basement, Garage etc.,. With the advice of my broker I listed this property at \$100,000 which is consistent with the market and the updates the owners have invested in the property as well as the overall condition of the market.

We have had 4 serious negotiating buyers for this property but because of the derelict home next door and our inability to give any one a straight answer on the position of the city council on whether it will or will not be torn down, fixed up or XMAS lights will be put on it we have not been able to negotiate a sale. I just reduced the home for the 2<sup>nd</sup> time and still no sale. This home has an approved C of O and is move- in ready. We should have sold this home on the first offer, worst case scenario 2<sup>nd</sup> offer.

I have included feedback from agents that have showed the home, this feedback is from people coming into your great city and this is what they SEE WHEN THEY GET HERE. the most recent comment was "I just moved out of Detroit and am living with my mother-in-law until I find a home, why would I buy this house when the house next door looks like it belongs in Detroit!" This remark prompted my letter to you.

I love the City of Wyandotte and again have sold many homes in your city (feel free to look that up) but when it takes years to come to a decision on a war zone property that is straight out of a war zone movie and effects the sale of other homes around it... there is a problem. 27 people viewed 1129 3<sup>rd</sup> street, 27 viewed that derelict home. 27 perspective buyers walked away with an opinion of the City of Wyandotte, I wonder what it was?

Regards,

Kathy Adams  
Source Realty/Century 21 Americal  
18707 Ecorse  
Allen Park, MI 48101  
313-363-2022

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR

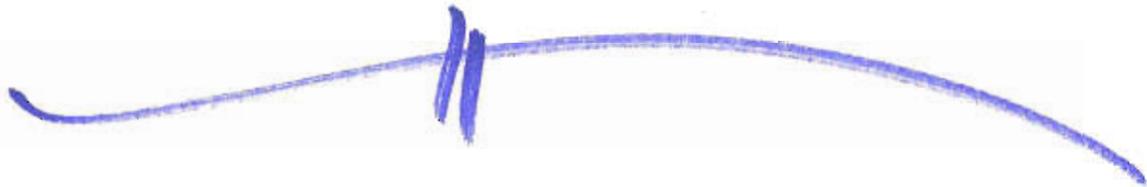


JOSEPH PETERSON  
MAYOR

**COUNCIL**

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

Reports  
+  
minutes



Wyandotte, Michigan June 10, 2013

Regular session of the City Council of the City of Wyandotte, the Honorable Mayor Joseph Peterson presiding.

ROLL CALL

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

Absent: None

COMMUNICATIONS MISCELLANEOUS

June 4, 2013

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

Dear Mayor Peterson:

I would like permission to utilize a portion of the alley behind my home for my son's graduation party on Saturday, July 13, 2013 from 9:00 a.m. until Sunday morning at 10:00 a.m. for set up and clean up purposes. The alley is located behind my residence at 810 Antoine.

We will respect our neighbors relative to noise and in ease of an emergency the barriers would be readily taken down.

I would also sign a Hold Harmless Agreement.

Thank you, Charles Ross, 801 Antoine, Wyandotte, Michigan 48192

TO: The Honorable Mayor and Council, City of Wyandotte  
3200 Biddle Avenue, Suite 300, Wyandotte, Michigan 48192

FROM: Michael Daisy, 1864 17th Street  
Wyandotte, Michigan 48192-3624

DATE: Thursday, June 6, 2013

RE: City Council Meeting of Monday, June 10, 2013

I wish to be added to the agenda of the City Council meeting referenced above for the purpose of addressing matters pertaining to the City of Wyandotte's current program of condemnation/replacement of designated slabs of the public sidewalk in residential areas of the City of Wyandotte.

1. No clear indication of why my slabs were marked for removal and replacement.
2. Did not supply a method for contacting the contractor for a "lift only" repair; as one of my slabs appear to be "lift only".
3. I question the consistency on the marking of slabs as one of my slabs that are marked look the same as far as surface textures as one that is not marked.
4. I question the City's focus on sidewalk repair when various streets are in need of repair; namely 17th Street between Northline and Davis is in terrible condition.

June 5, 2013

Honorable Mayor and City Council:

I am a 71 year old retiree with limited resources. I have lived at this address for 35 years and this is the third time I have had to replace sidewalk slabs. They marked 10 slabs, the most ever. On city property in front of my house are two healthy 60 foot tall maple trees. The distance between the sidewalks and the street is only 65 inches. The diameter of the trees at the base is 64 inches. I have a no win situation. The last time the sidewalk was replaced they had to chop the roots and on one tree they notched the base of the tree to make way for the sidewalk. The man said that in the event of a strong windstorm the tree could fall on my house. Right now there is no trip hazard. The slope of the sidewalk is gradual. Over the roots of the trees there are no 1/2 inch edges protruding. Replacing the slabs will cost me over \$800 and in doing so they will chop the roots and increase the danger of the trees falling on my house. The roots will raise the slabs again in a couple of years. I want the trees to remain and I don't want to be paying for sidewalks continuously. Save the trees and at least some of the existing slabs. Replacing 10 slabs is overkill. This is a no-win situation.

Sincerely yours, Joe Piasecki, 1259 - 23<sup>rd</sup>, Wyandotte, Michigan

Honorable Mayor & City Council, 3200 Biddle Avenue  
Wyandotte, MI 48192

Dear Mayor and Councilmembers,

Last week on the Council agenda, item number 21, was a request to approve the sale of 4.25' x 125' of the former 3820 9th street. We had a long history of pressing the engineering department and council members to buy 3820 9th, and have the structure torn down. After this property was finally purchased by the city, and also torn down, we immediately requested to buy the now empty property to add to our home next door.

We were told by the engineering department many times that this was not the city policy and that we cannot buy more than the 4.25' that was on last week's agenda. After attending the council meeting last week, and seeing the buildable lot sold to the Mastrogiacomos, we made a request to purchase a larger piece of the 3820 9th street and was told the council would like our request in writing.

Please accept this request and our sincere thanks in advance, for this request for us to purchase 24.25' x 125' of the former 3820 9th street which would still leave a buildable lot of 50' x 125' on the former 3820 lot.

If the Council will not honor our request then we will be open to purchase 14.25' x 125' or the original 4.25' x 125'. We would hope that we would be treated with the same respect for our request as the Mastrogiacomos were. We have a long history involving this property and we feel that our request should be given serious consideration for approval.

Once again, we thank the Mayor and Council members for considering this request from us.

David Beaudrie  
Martha Beaudrie  
3800 9th Street  
Wyandotte, 48192

June 5, 2013

City Clerks Office, 3200 Biddle Ave. Wyandotte, MI 48192

RE: Vacant lot located just south of 631 Lincoln Street

Dear Mayor Peterson and City Council,

We are writing to express our interest in purchasing the vacant lot just south and adjacent to our property at 631 Lincoln Street. This lot has been vacant since 2004 when the previous homes were torn down. It was at this time that our family built this beautiful house, which we later occupied as our primary residence. We would like to purchase this adjacent property to increase the size of our lot. This would allow our family to add on to our already beautiful landscape, a playscape and possibly a swimming pool.

We are extremely happy with our home at 631 Lincoln Street and the neighborhood we reside in. We have made numerous requests about the property just south of us. In 2010, when we inquired to purchase the property, we were informed that the entire lot was not for available to purchase to add on to our existing property and instead four feet would be available. It's been over three years now and the property is still vacant. I know that the city would love to bring in new homes and have happy families living in them, but that is not happening and instead the burden of empty lots in beautiful neighborhoods are still the norm.

Although we are not proposing to build a house on the lot, we are proposing to purchase the property for our use. This would eliminate any expense occurred from the city and its taxpayers in lawn maintenance, snow removal, and cement repairs. Additionally, this will increase tax revenue for the City of Wyandotte and make our neighborhood even more beautiful than it is today.

We have made a significant investment when we built our home in Wyandotte. We were married in Wyandotte. We had made a beautiful home in Wyandotte. We have two wonderful kids that love the city and have made great friends in Wyandotte. They, not only go to Wyandotte Public Schools, but are also a part of the parishes here in Wyandotte. Adele's employer is the Wyandotte Henry Ford Health System. We are an active member of this wonderful community and plan to be for a very long time. Mr. Mayor and Council Members we are asking that you consider our request. I have enclosed photos of our home and the adjacent property. We plan to attend the council meeting on Monday, June 10th, 2013. Thank you again for your time and consideration.

Sincerely,

Mimmo & Adele Vitale, 631 Lincoln Street, Wyandotte, MI 48192

May 28, 2013

Mr. Mark A. Kowalewski  
City Engineer - City of Wyandotte - Engineering & Building Department  
3131 Biddle Avenue, Wyandotte, MI 48192

Re: Coastal Fieldwork for FEMA Coastal Studies and Risk Analysis in Wayne County, Michigan

Dear Mr. Kowalewski:

The Federal Emergency Management Agency (FEMA) is preparing new coastal studies and risk analysis for Wayne County in Michigan. The engineering firm Risk Assessment Mapping and Planning Partners (RAMPP), a joint venture between Dewberry, URS, and ESP, and its subcontractors are performing land use reconnaissance surveys for these new studies. While in the field, engineers from the above firms will make every effort to stay on public land and right-of-ways; however, it may be necessary from time to time for the engineers to enter upon privately owned property for short periods of time to gather survey information. Should this occur in your area, an employee from a contracting firm assigned to your county will make every attempt possible to contact the homeowner in advance and seek permission. The field crews will be in and around the area from June 20, 2013, through June 21, 2013. The engineers will respect the homeowner's property and will not interfere with their use of it. Upon request, the engineers will identify themselves by employee ID badge, driver's license, and this letter of introduction.

If you have any questions, concerns, or comments, please contact the FEMA Region V Regional Project Officer Ken Hinterlong at (312) 408-5529 or myself, the RAMPP Project Manager at (703) 849-00390. Thank you for your cooperation.

Sincerely,

James Larchaw, RAMPP Project Manager, RAMPP

PERSONS IN THE AUDIENCE

Richard Custer, 505 Pine, ten slabs of concrete is excessive in cost.

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: June 10, 2013

AGENDA #7

ITEM: Sale of the part of the former 944 Elm (31' x 140')

PRESENTER: Mark A. Kowalewski, City Engineer

BACKGROUND: This property was purchased with TIFA Funds. Recommendation is to sell 15.5 feet to the adjacent property owner Andrea Garcia, who live at 954 Elm Street. The sales price of this property is \$775.00 which is \$50 per front footage. The additional property will make Ms. Garcia's lot size 47.5' 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 Agreement to sell property to the adjacent property owners.

BUDGET IMPLICATIONS &amp; 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: JRP by td

LIST OF ATTACHMENTS: Sales Agreement

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: June 10, 2013

AGENDA #8

ITEM: Authorization and Consent for the Sprint Antenna on Grove Street

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City of Wyandotte has an Antenna Site License Agreement with Sprint for antennas on the Grove Street Cellular Tower. Sprint is requesting to upgrade the underground conduits at this location. There will be no change to the Antenna Site License Agreement.

STRATEGIC PLAN/GOALS: N/A

ACTION REQUESTED: Approval by the Mayor and City Clerk to execute the Authorization and Consent as presented to City Council.

BUDGET IMPLICATIONS &amp; ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Execute Authorization and Consent Document

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: jrp ok per td

LIST OF ATTACHMENTS: Authorization and Consent Agreement

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: June 10, 2013

AGENDA #9

ITEM: Wyandotte Street Art Fair Entertainment

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: Herewith, please find the entertainment contracts assembled and recommended by my office for the 2013 Wyandotte Street Art Fair. For details please see the below listing.

Larry Lee and Back in the Day:	\$2,400
Brown Mountain Apes:	\$Free
Me and My Friends:	\$Free
The Hand Grenades:	\$500
Jen Lawson:	\$Free
The Walllocks:	\$150
The Rushmores:	\$1,000
American Mars:	\$600
Ryan Dillaha and The Miracle Men:	\$700
The Mystics:	\$100

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 285.225.925.730.860 - \$5,450

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

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

MAYOR'S RECOMMENDATION: ok JRP

LIST OF ATTACHMENTS: None

#### CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: June 10, 2013

AGENDA #10

ITEM: Wyandotte Street Art Fair Beverage Ticket Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: The Special Event Office staff is currently planning our special events for 2013. As you know, St. Pius Men's Club has worked with the Wyandotte Street Art Fair for many years and has managed the Beverage Ticket areas for the past few. We would like to continue this relationship once again this year, please see the attached contract for the 2013 Wyandotte Street Art Fair, July 10th through the 13th. We feel that the St. Pius Men's Club knowledge and experience will benefit not only the beverage distribution but the fair as a whole.

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

ACTION REQUESTED: We request authorization for the Mayor or city clerk to sign and return original contract to the Special Event Coordinator.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

WSAF Expense Account - 285-225-925-730-860

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Special Event Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

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

MAYOR'S RECOMMENDATION: ok Jrp

LIST OF ATTACHMENTS

2013 Wyandotte Ticket Contract

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	June 6, 2013	\$46,858.96
Police Commission Meeting	May 28, 2013	
Municipal Service Commission	May 28, 2013	
Beautification Commission	May 28, 2013	

CITIZENS PARTICIPATION:

None

RECESSRECONVENINGROLL CALL

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

Absent: None

HEARING

HEARING OF OBJECTION TO THE VACATION OF LAND AS A PUBLIC STREET IN THE CITY OF  
 WYANDOTTE WAYNE COUNTY, MICHIGAN DESCRIBED AS  
 THE WEST 4.1 FEET OF THE 80 FOOT RIGHT-OF-WAY OF 3RD STREET  
 ABUTTING LOT # 7 BLOCK 105 PLAT CITY OF WYANDOTTE WAYNE COUNTY  
 MICHIGAN AS RECORDED IN LIBER 1 OF PLATS PAGE 56 WAYNE COUNTY RECORDS.

No objections.

RESOLUTIONS

Wyandotte, Michigan June 10, 2013

RESOLUTION by Councilperson Ted Miciura

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 Ted Miciura  
 Supported by Councilperson Sheri Fricke  
 ROLL ATTACHED

Wyandotte, Michigan June 10, 2013

RESOLUTION by Councilperson Ted Miciura

RESOLVED by City Council that Council hereby APPROVES the request from Charles Ross, 801 Antoine for the use of a portion of the alley behind his residence from 9:00 a.m. July 13, 2013 until Sunday 10:00 a.m. July 14, 2013 for his son's graduation party, provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs. AND BE IT FURTHER RESOLVED that all noise ordinance shall be adhered to and all emergency vehicles will be able to gain access to the alley if needed.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Ted Miciura  
 Supported by Councilperson Sheri Fricke  
 YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec  
 NAYS: None

Wyandotte, Michigan June 10, 2013

RESOLUTION by Councilperson Ted Miciura

RESOLVED by the City Council that the communication from Michael Daisy relative to various questions concerning the criteria used to determine the marking of sidewalk slabs for repair or replacement is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Ted Miciura

Supported by Councilperson Sheri Fricke

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

NAYS: None

Wyandotte, Michigan June 10, 2013

RESOLUTION by Councilperson Ted Miciura

RESOLVED by the City Council that the communication from Joe Piasecki regarding the sidewalk repairs in front of his residence is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Ted Miciura

Supported by Councilperson Sheri Fricke

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

NAYS: None

Wyandotte, Michigan June 10, 2013

RESOLUTION by Councilperson Ted Miciura

RESOLVED by the City Council that the communication from David and Martha Beaudrie, 3800-9th Street relative to their request to purchase city-owned property is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council CONCURS with the recommendation of the City Engineer regarding the sale of 4.25 feet of the former 3820-9th Street, Wyandotte and FURTHER RESOLVED that Council accepts the offer from David and Martha Beaudrie to acquire 4.25 feet of the former 3820-9th Street in the amount of \$212.50; AND BE IT FURTHER RESOLVED that the Department of Legal Affairs and Engineering Department are hereby directed to prepare the necessary documents and the Mayor and City Clerk are hereby authorized to sign said documents; AND FURTHER the purchase of said property must take place within 30 days.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Ted Miciura

Supported by Councilperson Sheri Fricke

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

NAYS: None

Wyandotte, Michigan June 10, 2013

RESOLUTION by Councilperson Ted Miciura

RESOLVED by the City Council that the communication from Mimmo & Adele Vitale, 631 Lincoln relative to their request to purchase the vacant lot located south of their property is hereby received and placed on file. AND BE IT FURTHER RESOLVED that said request is DENIED.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Ted Miciura

Supported by Councilperson Sheri Fricke

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

NAYS: Councilman Sabuda

Wyandotte, Michigan June 10, 2013

RESOLUTION by Councilperson Ted Miciura

RESOLVED by the City Council that the communication from James Latchaw, RAMPP project Manager relative to an upcoming coastal study and risk analysis for Wayne County in Michigan is hereby received and placed on file. AND BE IT FURTHER RESOLVED that said information set forth in his communication be aired on municipal cable to inform the residents of Wyandotte. AND FURTHER that said information along with the records of the City's successful appeal to the prior proposed changes to the Flood Map affecting the City of Wyandotte be forwarded to Congressman Dingell by the City Engineer.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Ted Miciura  
Supported by Councilperson Sheri Fricke  
YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec  
NAYS: None

Wyandotte, Michigan June 10, 2013

RESOLUTION by Councilperson Ted Miciura

RESOLVED by the City Council that Council CONCURS with the communication from the City Engineer regarding the sale of 15.5 feet of the former 944 Elm, Wyandotte; AND BE IT FURTHER RESOLVED that Council accepts the offer from Andrea Garcia to acquire 15.5 feet of the former 944 Elm Street in the amount of \$775.00; AND BE IT FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor and City Clerk are hereby authorized to sign said documents.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Ted Miciura  
Supported by Councilperson Sheri Fricke  
YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec  
NAYS: None

Wyandotte, Michigan June 10, 2013

RESOLUTION by Councilperson Ted Miciura

RESOLVED by the City Council that Council APPROVES the Authorization and Consent Agreement between the City of Wyandotte and Sprint to upgrade the underground conduits at the Grove Street Cellular tower; AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Authorization and Consent Agreement on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Ted Miciura  
Supported by Councilperson Sheri Fricke  
YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec  
NAYS: None

Wyandotte, Michigan June 10, 2013

## RESOLUTION by Councilperson Ted Miciura

RESOLVED by the City Council that Council hereby APPROVES the entertainment contracts for the 2013 Wyandotte Street Art Fair for a total amount of \$5,450.00 from account # 285-225-925-730-860; as set forth by the Special Events Coordinator as follows:

Larry Lee and Back in the Day	\$2,400
Brown Mountain Apes	no charge
Me and My Friends	no charge
The Hand Grenades	\$500
Jen Lawson	no charge
The Wallclocks	\$150
The Rushmores	\$1,000
American Mars	\$600
Ryan Dillaha and The Miracle Men	\$700
The Mystics	\$100

AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to sign said contracts on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Ted Miciura

Supported by Councilperson Sheri Fricke

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

NAYS: None

Wyandotte, Michigan June 10, 2013

## RESOLUTION by Councilperson Ted Miciura

RESOLVED by the City Council that Council hereby APPROVES the Agreement between the City of Wyandotte and St. Pius Catholic School Men's Club to serve as beer ticket sellers in the River Front and Entertainment Area as set forth in said Agreement submitted by the Special Event Coordinator during the 2013 Wyandotte Street Art Fair from July 10 through July 13, 2013.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Ted Miciura

Supported by Councilperson Sheri Fricke

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

NAYS: None

Wyandotte, Michigan June 10, 2013

RESOLUTION by Councilperson Ted Miciura

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

The west 4.1 feet of the 80 foot right-of-way of Third Street abutting Lot # 7 Block 105 Plat of Wyandotte, City of Wyandotte, Wayne County, Michigan as Recorded in Liber 1 of Plats, Page 56, Wayne County Records.

WHEREAS, due notice has been given of the hearing of objections to said vacating; and WHEREAS, said hearing having taken place in accordance with such notice, and no objections having been offered and this Council still being of the opinion that said vacating is advisable, now, therefore BE IT RESOLVED that the above described portion of street shall be and the same is hereby declared VACATED as a public street.

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

Wyandotte, Michigan June 10, 2013

RESOLUTION by Councilperson Ted Miciura

RESOLVED by the City Council that the total bills and accounts in the amount of \$873,973.01 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

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

ADJOURNMENT

MOTION by Councilperson Ted Miciura  
Supported by Councilperson Sheri Fricke  
That we adjourn.  
Carried unanimously  
Adjourned at 9:06 PM  
June 10, 2013

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

City of Wyandotte  
DESIGN REVIEW COMMITTEE  
**Minutes of the Tuesday, June 4, 2013, Meeting**

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

MEMBERS PRESENT: Greg Mayhew, Larry Tavernier, Norm Walker, Natalie Rankine, Sue Pilon

MEMBERS ABSENT: Jody Egen and Mark Kowalewski

ALSO PRESENT: Kelly Roberts, Acting Recording Secretary  
Jeremy Sladovnik, Applicant and Owner  
Gail Melzer, Interested Party

**APPROVAL OF MAY 28, 2013 MINUTES:**

Motion by Member Walker, supported by Member Tavernier to approve the minutes of May 28, 2013 as submitted. MOTION CARRIED

**REVIEW OF PROPOSED COMMUNITY GARDEN, SIGN AND FENCING AT FORMER 3012 – 1ST:**

Motion by Member Walker supported by Pilon to APPROVE the request of Mr. Sladovnik for a community garden at the former 3012 1<sup>st</sup> Street, Wyandotte, Michigan; fence to be a white picket fence 36” to 42” in height to match the City’s Community Garden’s fence on Oak Street existing wood posts to be cut to same height as picket fence and be painted white and the sign as submitted is approved. MOTION CARRIED

**OTHER BUSINESS:**

None at this time.

**MOTION TO ADJOURN:**

MOTION BY MEMBER Walker, supported by Member Tavernier to adjourn the meeting at 12:15 p.m.

Member Mayhew called the meeting to order.

Mr. Sladovnik explained that he wants to utilize the vacant property for a community garden. Mr. Sladovnik would be running the garden through his non-profit organization, Star Shinning Thru. Mr. Sladovnik explained that his non-profit organization helps with community events throughout the City.

Mr. Sladovnik would have available 30 to 50 planter boxes for planting of flowers or vegetables. It would be free to anyone interested. Mr. Sladovnik indicated that he purchased the property a couple of years ago and friends have donated all materials.

Mr. Sladovnik indicated that in Detroit there is an Urban Garden and he wants to mimic it. The garden would be available to anyone in the area.

Member Tavernier asked if there is an application or any fees.

Mr. Sladovnik said that there will be an application process, but no fees.

Member Tavernier asked if there would be irrigation.

Mr. Sladovnik said no, he is planning on using rain water irrigation system. There would be a 2,200 gallon tank on the back of Mr. Sladovnik's property on Elm Street and anyone with a garden would use the water from this tank to water the beds.

Gail Melzer, the adjacent property owner, was present and asked questions about the community garden, construction and location of the boxes and the fencing.

Member Mayhew indicated that there are no rules or regulations for community garden layout and construction, and Design Review Board is reviewing the use, fencing and signs. The location of the boxes is not part of the review approval process.

Member Pilon asked who would be responsible for maintaining the property.

Mr. Sladovnik said he would be, not the non-profit organization.

Member Mayhew asked what type of material would be used for the fencing.

Mr. Sladovnik said he was planning on wood and wire, 5 feet in height.

Member Mayhew indicated that he feels it should be the same fencing as the current City's community garden on Oak Street, 36" to 42" white picket fence.

Mr. Sladovnik said he has no problem with a picket fence.

The Committee discussed the existing wood posts and determined that they could remain, provided they are cut to a height to match the picket fence and painted white.

Member Mayhew further indicated that Mr. Sladovnik should complete a Certificate of Occupancy Application and this Application may be referred to the Planning Commission for their approval/review.

# RESOLUTION

Wyandotte, Michigan

June 4, 2013

RESOLUTION BY MEMBER WALKER

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

THAT the community garden, sign and fencing as submitted by Jeremy Sladovnik (applicant and owner) for the property at former 3012 – 1<sup>st</sup> Street, Wyandotte, Michigan has been reviewed the Design Review Committee on June 4, 2013; AND

THAT COMMITTEE APPROVES the request of Mr. Sladovnik for a community garden at the former 3012 1<sup>st</sup> Street, Wyandotte, Michigan; fence to be a white picket fence 36” to 42” in height to match the City’s Community Garden’s fence on Oak Street existing wood posts to be cut to same height as picket fence and be painted white and the sign as submitted is approved. MOTION CARRIED

NOTE: Applicant/Owner is required to complete a Certificate of Occupancy application which may require additional approval by the Planning Commission.

I move the adoption of the foregoing resolution.

Member Walker  
Supported by Member Pilon

<u>Yeas</u>	<u>Members</u>	<u>Nays</u>
	Egen (absent)	
	Kowalewski (absent)	
X	Rankine	
X	Pilon	
X	Tavernier	
X	Walker	
X	Mayhew	

# City of Wyandotte

## Police Commission Meeting

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Regular Commission Meeting  
May 28, 2013

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### ROLL CALL

Present: Chief Daniel Grant  
Commissioner Doug Melzer  
Commissioner John Harris

Absent: Commissioner Amy Noles (resigned)

Others Present: None

The meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Melzer at 6:01 p.m.

The Minutes from the regular Police Commission meeting on May 14, 2013, were presented.

Harris moved, Melzer seconded,  
CARRIED, to approve the regular minutes of May 14, 2013, as presented.

### UNFINISHED BUSINESS

#### **1. Election of Officers - Police and Fire Commission**

This item was tabled again since Commissioner Noles has resigned and a new Commissioner has not been appointed yet.

#### **2. Police Officer Candidates – Update / Recommendation**

Chief Grant explained our initial list consisted of 18 candidates. He shared a spreadsheet indicating how those candidates ranked in terms of EMPCO and physical agility testing as well as the interview process. Several individuals were disqualified due to prior arrest records, and others were dismissed as a result of previous employment issues.

The Chief also shared a “background packet” that the top qualifying candidates were required to fill out. Eventually, the list was narrowed down to two very good prospective employees, Mr. Gray and Mr. Bettendorf. Unfortunately for our Department, Mr. Bettendorf has already taken a position with another community. Chief Grant asked the Commissioners’ approval to submit a request to City Council offering Mr. Gray a position.

Since Mr. Bettendorf was unavailable, Chief Grant would like to continue the process of finding another qualified candidate via the EMPCO testing site.

Our hiring process followed specific criteria throughout its duration and we can justify how things were handled.

Harris moved, Melzer seconded,  
CARRIED, to approve submitting a job offer to City Council for Mr. Joel Gray, and to continue the hiring process to find a second qualified candidate.

### **3. DCC Radio Purchase**

Chief Grant shared a request for Council Action that the Commissioners previously received via email. This particular item, the Downriver Mutual-Aid Interlocal Agreement and Master Acknowledgment/Consent Agreement, had already gone to City Council since two previous Commission meetings had been cancelled and timing was an issue.

The radios obtained under this Agreement (approximately 1,500) are paid for with E911 funds.

Melzer moved, Harris seconded,

CARRIED to receive the Request for Council Action regarding the Downriver Mutual-Aid Interlocal Agreement and Master Acknowledgment/Consent Agreement and place on file.

### **4. Confirm Hiring of Dispatcher Kellie Alderman**

We recently had a full time dispatcher resign and needed to fill that vacancy. Scheduling issues have become very difficult in the dispatch center. We have had to reduce the hours of our part time employees because of the laws enacted under the Obama administration and the mandate to supply insurance to individuals working more than 30 hours per week.

The Department will have to hire more part time and pool dispatchers to adequately cover all of the shifts. There is a Downriver Central Dispatch Board meeting scheduled June 13, 2013, to discuss all of these issues.

Harris moved, Melzer seconded,

CARRIED to approve the hiring of Kellie Alderman as a full time dispatcher.

## **COMMUNICATIONS**

NONE

## **DEPARTMENTAL**

1. **Bills and Accounts** – May 28, 2013 \$3,184.51

Harris moved, Melzer seconded,

CARRIED, to approve payment of the bills for May 28, 2013 \$3,184.51

## **NEW BUSINESS**

1. **Thank You Letter** – May 22, 2013 thank you letter from Andrea Fuller, Wyandotte Beautification Commission, to the Downriver Detroit Cadets thanking them for their assistance on an April 28, 2013 Project.

Det. Galeski's cadets helped with a Wyandotte beautification project and were recognized for their efforts.

Melzer moved, Harris seconded,

CARRIED to accept the correspondence and place on file.

## 2. Citizen Evaluation of Services

We received a citizen response to one of our questionnaires giving high marks to Officer Sadowski.

Also, this citizen was concerned with people driving too fast on the dead end streets.

*Members of the Audience*

### ADJOURNMENT

Since there was no further business to come before the commission, there was a motion to adjourn the meeting at 6:25 p.m.

Melzer moved, Harris seconded,  
CARRIED, to adjourn meeting at 6:25 p.m.

Laura Christensen  
Administrative Assistant  
Wyandotte Police Department



# SMIA

## Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 05/01/2013 00:00:00 - 05/31/2013 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	8	8	0%	0:06:06	0:03:41	0:06:56	2:17:58	0:17:15
	911C	0	0	1	1	0%	0:02:23	0:02:34	0:04:40	0:09:38	0:09:38
	ABANDONED AUTO	0	101	11	112	5%	0:38:16	0:07:37	0:13:40	80:12:29	0:42:58
	ACCIDENT/NON TRAFFIC AREA	0	1	0	1	0%	0:00:01	0:00:00	0:39:10	0:39:11	0:39:11
	ACCIDENT/PERSONAL INJURY	0	1	9	10	0%	0:01:20	0:11:20	0:39:47	8:32:06	0:51:13
	ACCIDENT/PROPERTY DAMAGE	0	5	38	43	2%	0:04:47	0:05:18	0:33:34	30:05:41	0:42:00
	ACCIDENTAL DAMAGE	0	1	1	2	0%	0:05:59	0:00:03	0:19:04	0:50:09	0:25:05
	ALARM	0	0	39	39	2%	0:04:01	0:03:22	0:16:23	14:42:26	0:22:38
	ANIMAL COMPLAINT	0	14	16	30	1%	0:05:25	0:10:55	0:17:41	15:03:19	0:30:07
	ASSAULT & BATTERY	0	1	8	9	0%	0:05:07	0:06:53	0:31:06	5:52:15	0:39:08
	ASSAULT & BATTERY IN PROGRESS	0	0	1	1	0%	0:01:14	0:01:45	0:34:54	0:37:54	0:37:54
	ASSIST OTHER AGENCY	0	5	8	13	1%	0:05:47	0:04:49	0:28:35	7:30:11	0:34:38
	BREAKING & ENTERING	0	0	16	16	1%	0:09:37	0:06:27	0:40:14	15:36:19	0:58:31
	BUILDING CHECK	0	1	2	3	0%	0:09:21	0:06:09	0:20:03	1:40:32	0:33:31
	BUSINESS STOP	0	58	0	58	3%	0:00:01	0:01:56	0:14:16	13:50:57	0:14:20
	CHECK WELL BEING	1	1	39	41	2%	0:10:48	0:04:25	0:28:12	27:37:30	0:41:26
	CHILD ABUSE/NEGLECT	1	0	4	5	0%	0:04:35	0:05:59	0:16:58	1:37:46	0:24:27
	CITIZEN ASSIST	0	17	24	41	2%	0:05:41	0:05:01	0:11:01	13:27:33	0:19:42
	CIVIL DISPUTES	0	1	14	15	1%	0:03:44	0:05:46	0:36:26	11:24:59	0:45:40
	CRIMINAL SEXUAL CONDUCT	0	0	2	2	0%	0:00:19	0:00:00	0:00:00	0:44:30	0:22:15
	DEATH INVESTIGATION	0	0	4	4	0%	0:01:57	0:03:19	0:58:02	4:13:17	1:03:19
	DETAIL	0	11	0	11	1%	0:00:01	0:07:27	0:38:48	7:29:16	0:40:51
	DISABLED COUNTY/CITY VEHICLE	0	1	0	1	0%	0:00:00	0:00:00	0:02:05	0:02:05	0:02:05

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DISORDERLY	0	1	30	31	1%	0:06:53	0:03:09	0:37:38	23:38:13	0:45:45
	DOMESTIC	0	1	62	63	3%	0:05:01	0:05:02	0:40:57	51:52:19	0:49:24
	DUMPING	0	0	2	2	0%	0:19:42	0:05:11	0:14:06	1:17:58	0:38:59
	ESCORTS	0	1	1	2	0%	0:01:47	0:00:44	0:23:27	0:49:26	0:24:43
	FELONIOUS ASSAULT	0	0	1	1	0%	0:00:43	0:02:47	1:52:25	1:55:55	1:55:55
	FIELD CONTACTS	1	1	0	2	0%	0:00:01	0:00:00	0:05:14	0:05:15	0:05:15
	FIGHT	0	1	16	17	1%	0:02:04	0:03:02	0:26:53	8:58:44	0:31:41
	FIRE	0	0	3	3	0%	0:00:24	0:01:45	0:27:23	1:28:38	0:29:33
	FIREWORKS	0	0	1	1	0%	0:05:29	0:01:47	0:02:39	0:09:55	0:09:55
	FOLLOW-UP	0	146	6	152	7%	0:00:04	0:05:20	0:11:09	29:33:52	0:11:40
	FOUND PROPERTY	0	0	7	7	0%	0:06:42	0:06:47	0:27:04	5:09:51	0:44:16
	FRAUD	0	2	6	8	0%	0:22:41	0:09:36	0:23:09	6:41:46	0:50:13
	FUEL	0	12	0	12	1%	0:00:01	0:07:25	0:07:37	1:39:07	0:08:16
	GAS PUMP	0	5	0	5	0%	0:00:01	0:00:00	0:03:29	0:17:30	0:03:30
	HARASSMENT	1	2	13	16	1%	0:07:06	0:05:53	3:06:40	49:43:11	3:18:53
	HIT & RUN ACCIDENT	0	5	9	14	1%	0:03:07	0:10:18	0:29:26	8:11:39	0:35:07
	HOUSE STOP	0	2	0	2	0%	0:00:00	0:00:00	0:29:26	0:58:52	0:29:26
	INDECENT EXPOSURE	0	0	2	2	0%	0:03:55	0:01:42	0:19:07	0:49:28	0:24:44
	INJURY ON DUTY	0	1	0	1	0%	0:00:01	0:13:38	0:31:07	0:44:46	0:44:46
	INTERNET	1	0	0	1	0%	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00
	JUVENILE COMPLAINT	0	2	20	22	1%	0:07:34	0:06:14	0:18:01	10:47:47	0:29:27
	LARCENY	1	9	28	38	2%	0:06:28	0:09:33	0:32:33	26:09:59	0:42:26
	LIQUOR LAW VIOLATION	0	0	1	1	0%	0:05:31	0:04:39	0:11:41	0:21:51	0:21:51
	MALICIOUS DESTRUCTION	1	3	30	34	2%	0:10:39	0:06:33	0:22:11	20:03:03	0:36:27
	MENTAL	0	0	3	3	0%	0:04:43	0:03:31	0:49:51	2:50:46	0:56:55
	MISCELLANEOUS	4	33	20	57	3%	0:03:13	0:04:05	0:42:46	39:28:06	0:44:41
	MISSING PERSON	0	1	5	6	0%	0:07:38	0:01:38	0:21:25	3:20:40	0:33:27
	MISSING PERSON - RECOVERED	0	0	2	2	0%	0:35:52	0:07:11	0:06:04	1:38:15	0:49:08

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	NARCOTICS INVESTIGATION	0	2	3	5	0%	0:04:01	0:04:40	0:24:46	2:33:58	0:30:48
	NEIGHBORHOOD DISPUTE	0	0	7	7	0%	0:13:39	0:04:19	0:37:02	6:25:13	0:55:02
	NOISE COMPLAINT	0	1	20	21	1%	0:18:13	0:04:33	0:06:57	10:05:34	0:28:50
	OPERATING UNDER THE INFLUENCE	1	8	4	13	1%	0:01:01	0:02:04	1:34:24	19:10:26	1:35:52
	ORDINANCE VIOLATION	1	82	6	89	4%	0:16:34	0:08:04	0:11:37	37:17:03	0:25:25
	PARKING COMPLAINTS	0	83	14	97	5%	0:03:05	0:05:26	0:10:04	22:35:43	0:13:59
	PATROL CHECK	0	163	1	164	8%	0:00:01	0:00:00	0:28:07	76:41:50	0:28:04
	PRISONER TRANSPORT	0	1	2	3	0%	0:00:36	0:55:26	0:41:44	3:26:25	1:08:48
	RADAR ENFORCEMENT	0	67	0	67	3%	0:00:01	0:00:00	0:17:56	20:03:18	0:17:58
	RECKLESS DRIVING	0	2	8	10	0%	0:09:14	0:01:34	0:07:20	2:50:46	0:17:05
	RECOVERED STOLEN VEH / PROP	0	0	2	2	0%	0:09:33	0:05:27	0:53:06	1:52:26	0:56:13
	RESCUE EMERGENCY	0	0	17	17	1%	0:00:54	0:03:00	0:40:58	11:15:39	0:39:45
	RESIDENTIAL CHECK	0	0	1	1	0%	0:01:46	0:01:21	0:43:11	0:46:19	0:46:19
	RETAIL FRAUD	0	0	2	2	0%	0:03:44	0:01:23	1:58:34	2:22:37	1:11:19
	ROBBERY	0	0	1	1	0%	0:03:46	0:02:46	0:45:27	0:51:59	0:51:59
	RUNAWAY JUVENILE	0	0	4	4	0%	0:14:39	0:08:31	0:24:50	3:16:14	0:49:04
	STALKING COMPLAINTS	1	0	3	4	0%	0:07:29	0:01:01	0:27:01	1:52:00	0:37:20
	STOLEN VEHICLE	0	0	10	10	0%	0:05:23	0:10:10	0:25:19	6:37:30	0:39:45
	SUICIDE	0	0	4	4	0%	0:02:50	0:06:43	0:37:44	3:09:07	0:47:17
	SURVEILLANCE	0	3	0	3	0%	0:00:01	0:00:00	0:22:03	1:06:10	0:22:03
	SUSPICIOUS INCIDENT	1	2	36	39	2%	0:05:51	0:03:58	0:23:39	19:49:30	0:31:18
	SUSPICIOUS PERSON	0	7	19	26	1%	0:06:25	0:05:05	0:22:57	14:47:36	0:34:08
	SUSPICIOUS VEHICLE	0	7	15	22	1%	0:08:21	0:04:09	0:06:29	5:52:17	0:16:01
	THREATS	2	0	18	20	1%	0:11:12	0:04:00	0:23:27	14:22:13	0:47:54
	TRAFFIC HAZARD	0	5	8	13	1%	0:08:29	0:07:29	0:06:04	3:46:10	0:17:24
	TRAFFIC STOP	0	451	5	456	21%	0:00:02	0:00:05	0:11:29	87:48:52	0:11:33
	TRESPASSING	0	0	2	2	0%	0:36:15	0:00:00	0:00:00	1:24:36	0:42:18

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	VIOLEATION OF PUBLIC HEALTH COE	0	5	0	5	0%	0:00:01	0:00:00	0:57:19	4:46:41	0:57:20
	VIOLEATION ROAD LAWS	0	17	0	17	1%	0:00:01	0:00:00	0:42:13	11:57:55	0:42:14
	WARRANT	11	6	19	36	2%	0:17:06	0:11:30	0:59:05	35:58:55	1:26:21
	WEAPONS	0	1	1	2	0%	0:01:11	0:00:46	0:16:23	0:35:53	0:17:57
	<b>Subtotals for No Summary Code</b>	<b>28</b>	<b>1360</b>	<b>745</b>	<b>2133</b>	<b>100%</b>	<b>0:06:24</b>	<b>0:05:44</b>	<b>0:30:25</b>	<b>998:35:48</b>	<b>0:38:32</b>
	<b>Subtotals for WYPD</b>	<b>28</b>	<b>1360</b>	<b>745</b>	<b>2133</b>	<b>100%</b>	<b>0:06:24</b>	<b>0:05:44</b>	<b>0:30:25</b>	<b>998:35:48</b>	<b>0:38:32</b>

# SMIA

## Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 01/01/2013 00:00:00 - 06/04/2013 08:41:04

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	24	24	0%	0:05:53	0:03:08	0:09:46	7:32:50	0:18:52
	911C	0	0	2	2	0%	0:02:23	0:03:54	0:09:30	0:31:36	0:15:48
	ABANDONED AUTO	1	813	44	858	9%	0:12:49	0:06:54	0:14:51	368:06:47	0:25:46
	ACCIDENT/NON TRAFFIC AREA	0	1	2	3	0%	0:02:54	0:00:00	0:54:10	1:57:50	0:39:17
	ACCIDENT/PERSONAL INJURY	0	1	17	18	0%	0:01:32	0:08:20	0:41:33	14:02:12	0:46:47
	ACCIDENT/PROPERTY DAMAGE	0	13	155	168	2%	0:04:08	0:05:32	0:36:09	123:34:20	0:44:08
	ACCIDENTAL DAMAGE	0	2	6	8	0%	0:07:00	0:03:07	0:25:38	4:39:51	0:34:59
	ALARM	0	1	197	198	2%	0:03:24	0:03:22	0:12:52	61:31:26	0:18:39
	ANIMAL COMPLAINT	1	169	120	290	3%	0:15:11	0:10:37	0:21:31	186:26:58	0:38:43
	ASSAULT & BATTERY	4	5	31	40	0%	0:04:55	0:07:31	0:36:51	28:21:18	0:47:16
	ASSAULT & BATTERY IN PROGRESS	0	0	1	1	0%	0:01:14	0:01:45	0:34:54	0:37:54	0:37:54
	ASSIST OTHER AGENCY	1	20	37	58	1%	0:03:11	0:08:21	0:45:37	48:50:22	0:51:25
	BREAKING & ENTERING	1	1	68	70	1%	0:07:01	0:07:10	0:42:18	63:16:37	0:55:01
	BREAKING & ENTERING IN PROGRES	0	0	4	4	0%	0:02:19	0:01:50	2:08:16	6:47:47	1:41:57
	BUILDING CHECK	0	20	10	30	0%	0:03:32	0:04:46	0:11:19	7:59:42	0:15:59
	BUSINESS STOP	0	275	0	275	3%	0:00:01	0:01:56	0:11:49	54:16:32	0:11:51
	CHECK WELL BEING	2	8	154	164	2%	0:07:32	0:04:27	0:23:49	91:30:48	0:33:54
	CHILD ABUSE/NEGLECT	3	2	12	17	0%	0:04:20	0:05:12	0:36:59	9:50:13	0:42:10
	CITIZEN ASSIST	0	61	114	175	2%	0:04:43	0:05:05	0:14:52	65:20:04	0:22:24
	CIVIL DISPUTES	1	7	59	67	1%	0:07:19	0:05:06	0:33:40	49:04:35	0:44:37
	CRIMINAL SEXUAL CONDUCT	2	0	5	7	0%	0:01:11	0:05:34	1:37:21	3:47:25	0:45:29
	DB INVESTIGATION	0	1	0	1	0%	0:00:01	0:00:00	0:00:02	0:00:03	0:00:03
	DEATH INVESTIGATION	0	0	31	31	0%	0:03:51	0:06:24	1:17:43	29:11:18	0:56:30

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DETAIL	0	132	0	132	1%	0:00:02	0:11:27	1:03:38	150:44:23	1:08:31
	DISABLED COUNTY/CITY VEHICLE	0	1	0	1	0%	0:00:00	0:00:00	0:02:05	0:02:05	0:02:05
	DISORDERLY	0	6	119	125	1%	0:04:34	0:02:47	0:31:54	80:57:17	0:38:51
	DOMESTIC	1	3	221	225	2%	0:04:18	0:03:52	0:42:04	184:54:54	0:49:32
	DRUG VIOLATIONS	0	0	3	3	0%	0:01:23	0:05:54	0:50:59	2:54:49	0:58:16
	DUMPING	0	0	5	5	0%	0:47:56	0:11:22	0:22:41	6:29:01	1:17:48
	EMBEZZLEMENT	0	0	1	1	0%	0:05:09	0:03:30	0:21:38	0:30:18	0:30:18
	ESCORTS	0	1	1	2	0%	0:01:47	0:00:44	0:23:27	0:49:26	0:24:43
	FELONIOUS ASSAULT	0	2	9	11	0%	0:02:31	0:03:09	1:26:58	16:15:01	1:28:38
	FIELD CONTACTS	4	2	1	7	0%	0:00:16	0:00:00	0:03:49	0:08:24	0:02:48
	FIGHT	0	1	55	56	1%	0:01:35	0:02:25	0:25:27	26:28:40	0:28:22
	FIRE	0	0	13	13	0%	0:00:19	0:01:48	0:56:41	12:36:09	0:58:10
	FIRE ALARM	0	0	1	1	0%	0:00:08	0:00:31	1:21:30	1:22:09	1:22:09
	FIREWORKS	0	0	1	1	0%	0:05:29	0:01:47	0:02:39	0:09:55	0:09:55
	FLEEING & ELUDING	0	3	1	4	0%	0:00:34	0:18:15	1:35:12	7:16:45	1:49:11
	FOLLOW-UP	0	827	10	837	9%	0:00:04	0:04:51	0:10:16	148:15:08	0:10:38
	FORGERY	0	0	1	1	0%	0:02:33	0:07:01	0:11:22	0:20:56	0:20:56
	FOUND PROPERTY	1	4	27	32	0%	2:32:40	0:13:14	0:30:36	96:39:42	3:07:05
	FRAUD	4	13	24	41	0%	0:07:09	0:07:58	0:46:14	30:52:29	0:50:04
	FUEL	0	48	0	48	0%	0:00:01	0:07:25	0:06:51	5:37:54	0:07:02
	GAS PUMP	0	9	0	9	0%	0:00:01	0:00:00	0:03:30	0:31:42	0:03:31
	HARASSMENT	2	5	27	34	0%	0:05:21	0:05:38	1:58:41	77:13:51	2:24:48
	HIT & RUN ACCIDENT	0	15	49	64	1%	0:04:20	0:07:29	0:25:45	35:47:03	0:33:33
	HOMICIDE	0	0	1	1	0%	0:00:49	0:00:00	0:00:00	0:01:05	0:01:05
	HOUSE STOP	0	8	0	8	0%	0:00:01	0:00:00	0:23:50	3:10:45	0:23:51
	IDENTITY THEFT	0	2	1	3	0%	0:00:25	0:00:10	0:46:37	2:21:16	0:47:05
	INDECENT EXPOSURE	0	0	3	3	0%	0:04:05	0:02:45	0:16:07	1:08:53	0:22:58

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	INJURED PERSON	0	1	0	1	0%	0:00:01	0:00:00	0:00:16	0:00:17	0:00:17
	INJURY ON DUTY	0	4	1	5	0%	0:00:20	0:17:32	0:50:50	7:04:18	1:24:52
	INTERNET	1	0	0	1	0%	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00
	JUVENILE COMPLAINT	0	3	59	62	1%	0:06:23	0:06:25	0:19:47	30:01:04	0:29:03
	LARCENY	10	27	133	170	2%	0:05:54	0:07:26	0:30:44	112:49:08	0:42:18
	LIQUOR LAW VIOLATION	0	0	1	1	0%	0:05:31	0:04:39	0:11:41	0:21:51	0:21:51
	LOITERING	0	0	1	1	0%	0:10:11	0:00:02	0:01:03	0:11:16	0:11:16
	MALICIOUS DESTRUCTION	1	9	80	90	1%	0:07:58	0:07:42	0:24:57	57:07:25	0:38:31
	MENTAL	0	0	16	16	0%	0:04:05	0:02:59	0:41:07	12:10:32	0:45:40
	MISCELLANEOUS	10	151	73	234	2%	0:02:37	0:03:57	0:39:59	150:17:44	0:40:15
	MISSING PERSON	1	4	11	16	0%	0:10:41	0:05:41	0:40:52	13:51:56	0:52:00
	MISSING PERSON - RECOVERED	0	0	5	5	0%	0:22:42	0:09:27	0:12:17	3:31:27	0:42:17
	NARCOTICS INVESTIGATION	0	8	5	13	0%	0:01:51	0:03:39	0:41:38	9:40:09	0:44:38
	NEIGHBORHOOD DISPUTE	0	0	27	27	0%	0:08:14	0:04:11	0:33:24	20:37:58	0:45:51
	NOISE COMPLAINT	0	3	91	94	1%	0:10:35	0:04:24	0:11:00	41:27:46	0:26:28
	OPERATING UNDER THE INFLUENCE	1	36	14	51	1%	0:00:37	0:02:32	1:19:06	66:47:38	1:20:09
	ORDINANCE VIOLATION	1	196	21	218	2%	0:13:09	0:06:54	0:12:22	88:52:59	0:24:35
	OVERDOSE	0	0	3	3	0%	0:00:57	0:08:16	2:03:32	6:38:16	2:12:45
	PARKING COMPLAINTS	0	481	57	538	6%	0:05:46	0:05:59	0:10:01	138:15:57	0:15:25
	PATROL CHECK	0	807	2	809	8%	0:00:01	0:03:17	0:32:36	439:32:44	0:32:36
	PRISONER CHECK	0	3	0	3	0%	0:00:02	0:00:00	0:19:35	0:58:51	0:19:37
	PRISONER TRANSPORT	0	11	3	14	0%	0:00:18	0:55:26	0:48:46	15:05:47	1:04:42
	RADAR ENFORCEMENT	0	391	0	391	4%	0:00:01	0:00:00	0:19:59	130:23:00	0:20:00
	RECKLESS DRIVING	0	3	24	27	0%	0:06:09	0:03:51	0:13:40	9:39:59	0:21:29
	RECOVERED STOLEN VEH / PROP	0	1	5	6	0%	0:08:38	0:06:47	0:58:31	5:18:30	0:53:05
	RESCUE EMERGENCY	0	1	53	54	1%	0:01:17	0:04:42	0:31:50	31:39:03	0:35:10
	RESIDENTIAL CHECK	0	4	1	5	0%	0:00:36	0:01:21	0:16:16	1:24:32	0:16:54

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	RETAIL FRAUD	1	0	12	13	0%	0:03:07	0:02:03	0:55:49	11:43:56	0:58:40
	ROBBERY	0	1	3	4	0%	0:05:48	0:02:46	1:33:52	5:47:02	1:26:46
	ROBBERY ALARM	0	0	1	1	0%	0:01:37	0:00:08	0:03:06	0:04:52	0:04:52
	RUNAWAY JUVENILE	1	2	9	12	0%	0:11:45	0:07:13	0:35:27	10:33:41	0:52:48
	SHOTS FIRED	0	0	2	2	0%	0:01:11	0:04:17	0:05:20	0:21:37	0:10:49
	SOLICITOR	0	0	4	4	0%	0:11:22	0:03:07	0:08:44	1:32:57	0:23:14
	STALKING COMPLAINTS	3	0	12	15	0%	0:03:55	0:05:23	0:33:32	8:38:40	0:43:13
	STOLEN VEHICLE	0	0	33	33	0%	0:07:55	0:06:46	0:27:54	21:47:45	0:39:38
	SUICIDE	0	0	14	14	0%	0:05:05	0:03:56	0:34:07	10:01:59	0:43:00
	SURVEILLANCE	0	15	0	15	0%	0:00:02	0:00:00	0:39:57	9:59:49	0:39:59
	SUSPICIOUS INCIDENT	5	11	133	149	2%	0:05:45	0:04:09	0:24:39	81:26:29	0:33:56
	SUSPICIOUS PERSON	0	40	97	137	1%	0:05:25	0:03:26	0:19:48	64:42:43	0:28:20
	SUSPICIOUS VEHICLE	0	27	63	90	1%	0:05:26	0:04:03	0:11:36	29:35:49	0:19:44
	THREATS	3	5	63	71	1%	0:08:15	0:05:46	0:24:14	45:43:50	0:40:21
	TRAFFIC HAZARD	0	34	37	71	1%	0:04:22	0:05:51	0:11:13	22:37:40	0:19:07
	TRAFFIC STOP	0	1733	17	1750	18%	0:00:02	0:03:10	0:10:55	319:37:45	0:10:58
	TRESPASSING	0	0	4	4	0%	0:20:55	0:01:35	0:24:42	2:28:21	0:37:05
	VIOLATION OF PARK RULES	0	1	0	1	0%	0:00:01	0:00:00	0:00:14	0:00:15	0:00:15
	VIOLATION OF PUBLIC HEALTH COE	0	14	3	17	0%	0:00:20	0:02:45	1:09:18	18:41:42	1:05:59
	VIOLATION ROAD LAWS	0	63	0	63	1%	0:00:01	0:00:00	0:37:05	38:57:30	0:37:06
	WARRANT	34	55	102	191	2%	0:09:51	0:22:21	0:43:08	184:10:37	1:10:23
	WEAPONS	0	1	5	6	0%	0:03:11	0:05:38	1:02:57	7:04:58	1:10:50
	<b>Subtotals for No Summary Code</b>	<b>100</b>	<b>6628</b>	<b>2967</b>	<b>9695</b>	<b>100%</b>	<b>0:06:17</b>	<b>0:05:57</b>	<b>0:33:46</b>	<b>4410:28:32</b>	<b>0:40:55</b>
	<b>Subtotals for WYPD</b>	<b>100</b>	<b>6628</b>	<b>2967</b>	<b>9695</b>	<b>100%</b>	<b>0:06:17</b>	<b>0:05:57</b>	<b>0:33:46</b>	<b>4410:28:32</b>	<b>0:40:55</b>

# City of Wyandotte

## Police Commission Meeting

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Regular Commission Meeting  
June 11, 2013

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### ROLL CALL

Present: Chief Daniel Grant  
Commissioner John Harris  
Commissioner Dr. Michael Izzo

Absent: Commissioner Doug Melzer (excused)

Others Present: None

The meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:07 p.m.

The Minutes from the regular Police Commission meeting on May 28, 2013, were presented.

Harris moved, Izzo seconded,  
CARRIED, to approve the regular minutes of May 28, 2013, as presented.

### UNFINISHED BUSINESS

#### 1. Election of Officers - Police and Fire Commission

This item was tabled again since Commissioner Melzer was absent. The item will be addressed at a future meeting when all Commissioners are present.

### COMMUNICATIONS

1. **Thank You Letter** – April 18, 2013 thank you letter from Tammy Michelle Kupkowske-Corder's family thanking the Department and, specifically Officers Kotkowski and Sabo, for their assistance and going above and beyond the call of duty concerning two recent deaths that affected their family.

This call involved a natural death complaint, and the family wanted to thank the officers who assisted at this traumatic time.

Commissioner Harris also extended his gratitude and noted that the Department often receives letters thanking it's officers for going above and beyond their normal job duties.

Harris moved, Izzo seconded,  
CARRIED to accept the correspondence and place on file.

## DEPARTMENTAL

### **1. Police Statistics – May 2013**

Since Commissioner Izzo is new to the board, Chief Grant explained that these statistics are derived from SMIA (Southern Michigan Information Alliance). We utilize the software SMIA provides, along with several other neighboring agencies, and are able to share information and mug shots through this system.

Commissioner Harris noted that he is always particularly interested in the self-initiated statistics. These statistics are generated when an officer takes it upon himself to react to a situation in the community; it is not caller initiated.

Chief Grant said nothing out of the ordinary occurred this past month. However, we did have two “smash and grabs” this past weekend and have some leads on those responsible for these incidents.

Harris moved, Izzo seconded,  
CARRIED to accept the May 2013 and Year to Date police statistics and place on file.

### **2. Police Officer Hiring Status**

We have final clearance to hire Mr. Joel Gray; he passed everything and will start next week.

Since we still need to hire a second officer, we are in the process of setting up the physical agility test for the second round of candidates.

Chief Grant explained the numerous steps involved in hiring a police officer to the Commissioners, and specifically Commissioner Izzo, so he would understand the details of selecting a qualified candidate.

### **3. Bills and Accounts – June 11, 2013 \$7,264.66**

Harris moved, Izzo seconded,  
CARRIED, to approve payment of the bills for June 11, 2013 \$7,264.66

## NEW BUSINESS

### **1. 2014 Budget**

Chief Grant shared the preliminary budget for the Police Department. He will provide the DCD, DACA, and Reserve budgets at a later time. The Police budget is the largest one by far and approximately 88% of its costs are personnel related.

The City should be okay financially for one more year, but then we may have problems and might have to deal with another millage issue.

Chief Grant handed out a copy of the organizational chart again for the Commissioners' review in relationship to the budget.

Commissioner Harris was concerned about the payments the Police Department makes on behalf of the court, i.e. paying janitorial, heating and water costs for the entire building etc. Chief Grant explained that those costs are paid from the general fund and basically come out of our budget as a simplified means of accounting.

Wyandotte does receive funds from Riverview through the court system which helps offset some of the expenses incurred while sharing the building with the 27<sup>th</sup> District Court.

The costs for running the Downriver Central Dispatch are split amongst the four participating communities. The percentage a community pays is determined by their population and the number of 911 calls they receive each year.

Harris moved, Izzo seconded,  
CARRIED to accept the preliminary budget information as presented and place on file.

*Members of the Audience*

**ADJOURNMENT**

Since there was no further business to come before the commission, there was a motion to adjourn the meeting at 6:30 p.m.

Harris moved, Izzo seconded,  
CARRIED, to adjourn meeting at 6:30 p.m.

Laura Christensen  
Administrative Assistant  
Wyandotte Police Department



**OFFICIALS**

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



**MAYOR**  
Joseph Peterson

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Leonard T. Sabuda  
Lawrence S. Stec

NATALIE RANKINE  
DIRECTOR  
DOWNTOWN DEVELOPMENT AUTHORITY

**Meeting Minutes**  
**Tuesday, May 14th, 2013**  
**3200 Biddle Avenue Wyandotte, MI. 48192**

**MEMBERS PRESENT** – Mayor Peterson, Greg Gilbert, Patt Slack, Gerry Lucas, Leo Stevenson, John Jarjosa

**OTHERS PRESENT** – Natalie Rankine, Tom Woodruff, Jay Steffensky, Jeremy Sladovnik, Rick DeSana, Ron Funke, Les Salliotte

**MEMBERS EXCUSED** – Mayor Joseph Peterson, Dr. Patrick VanDeHay, Norm Walker

**PUBLIC COMMENT** – None

**APPROVAL OF AGENDA** –

**Motion by G. Lucas supported by P. Slack to approve of the agenda for the May 14<sup>th</sup> meeting. All in favor, motion carried.**

**APPROVAL OF MINUTES** –

**Motion by G. Lucas, supported by G. Gilbert to approve of the April 9th meeting minutes. All in favor, motion carried.**

**MONTHLY FINANCE REPORT** –

**Motion by G. Lucas, supported by P. Slack to approve the monthly finance report for the May 11<sup>th</sup>, 2013 meeting. Roll call, all in favor. Motion carried.**

**ONGOING PROJECTS & BUSINESS** –

1) 3061 & 3063 Biddle Avenue –

N. Rankine updated the board regarding the \$455,000.00 grant that the Hotel Sterling project received from the MEDC. Rankine is working with the Wickenheisers, Joe Vozatka to obtain the information for the CFEC certificate and the Engineering and Building Department to obtain everything necessary for the closing of the property on July 15<sup>th</sup>.

2) Fort Street Signage –

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N. Rankine indicated that MDOT should be removing the existing landscaping from the signage and installing the new landscaping this spring. She indicated that the existing Spirea bushes will be relocated to elsewhere in the city.

### 3) RFP for 3131 Biddle –

N. Rankine indicated that the DDA has a meeting with MJC development, Mr. Drysdale and the Engineering and Building Department about the proposal for this project scheduled in two weeks. She will update the board about this project at the next meeting and email the proposal for review.

### 4) Wyandotte Farmers Market – Update

N. Rankine indicated that the market will open on Thursday, June 6<sup>th</sup> from 12:00 noon to 6:00 pm. They are working with the Special Events Office to run the Kids Expo from 4:00 pm to 6:00 pm that day to draw more customers to the market. N. Rankine indicated that Wyandotte Hospital and Daly Merritt have both pledged sponsorships of \$1000.00 to the Power of Produce program to help kids make healthy food choices at the market. Mayor Peterson and Love Wyandotte have pledged \$250.00 toward the program. Rankine indicated that additional sponsorships are expected for this program and the deadline is at the end of May.

### 5) WBA – request for payment

N. Rankine indicated that the WBA has submitted the end of the year report and the invoices for quarterly payment. P. Slack noted that the amount for the months of January, February and March were much less than the \$7,500.00 allocated. The board discussed.

**Motion by L. Stevenson made a motion to approve the quarterly payment of \$7,500.00, second by G. Gilbert. Roll called. All in favor. Motion carried.**

### 6) Downtown Wifi – David Fuller

D. Fuller, IT Director gave the board an update on the Downtown Wifi. The flawed system was under-designed for the downtown area and he is working to rectify this problem without incurring additional costs. D. Fuller recommended moving some of the access points for the system to have better coverage. Fuller will report back to the board once he determines these locations.

## NEW BUSINESS –

### 7) Grants – Submissions

**OFFICIALS**

**William R. Griggs**  
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**Colleen A. Keehn**  
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**A. Willow Tree Women’s Fashions: Landscaping for canopy**

Willow Tree is requesting \$3,132.00 to pay for landscaping their existing canopy. The committee recommend to the DDA board that this project be funded in the amount of \$2,000.00.

**Motion by G. Lucas, supported by L. Stevenson to award a grant in the amount of \$2,000.00 to Willow Tree Women’s Fashions. Roll called, all in favor, P. Rose abstained from voting. Motion carried.**

**B. Cream Barber Shop: New business**

Cream Barber Shop is a new full-service barber shop opening in a longtime vacant storefront at 537 Eureka Avenue. The committee agreed to recommend to the DDA Board that this project be funded in the amount of \$3,5000.00.

**Motion by G. Lucas, supported by P. Slack to award a grant in the amount of \$3,500.00 to Cream Barber Shop. Roll called, all in favor. Motion carried.**

**C. Raymond James: Clock & Sign**

Raymond James is requesting funding for a clock and signage for the exterior of their building. The committee debated about this project, given the fact that it included signage, which isn’t eligible for grant funding. The committee agreed that they would recommend against grant funding for this project.

**D. UPS Store**

Ron Funke, owner of the UPS Store approached the DDA Board a few months ago requesting additional funding. He originally estimated that his remodel would cost \$30,000.00 and the remodel cost \$65,000.00. He was requesting an additional \$5,000.00. The committee agreed that they would recommend funding the project by an additional \$2,000.00.

**Motion by L. Stevenson, supported by G. Lucas to award an additional grant in the amount of \$2,000.00 to the UPS Store. Roll called, all in favor. Motion carried.**

- 8) N. Rankine indicated that the DDA Finance Committee would meet next month to review and outline the 2014 Budget.
- 9) Bike Rack Design competition: N. Rankine explained the idea of the Downtown Bike Rack design competition and how the DDA might work to implement new bike racks and public art downtown over the course of a number of years.
- 10) N. Rankine explained that a gas bill in the amount of \$975.48 was received for the Sears Building. Since funding for this was not allocated she suggested moving it from the Marketing account 499.200.925.804 to the

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DIRECTOR  
DOWNTOWN DEVELOPMENT AUTHORITY

Miscellaneous Account 499.200.926.790 to pay for this expenditure. She also indicated that the DDA would incur a few more bills before the closing date of July 15<sup>th</sup>.

**Motion by G. Lucas, supported by G. Gilbert to transfer \$975.48 from the Marketing account 499.200.925.804 to the Miscellaneous Account 499.200.926.790 to pay for the Sears Building gas bill. Roll called, all in favor. Motion carried.**

**NEXT REGULAR MEETING – July 9<sup>th</sup>, 2013**

**ADJOURNMENT -**

**Motion by G. Lucas, supported by G. Gilbert to adjourn at 6:45pm. All in favor, motion carried.**

Respectfully submitted,

Natalie Rankine  
DDA Director

A handwritten signature in black ink, appearing to read "Natalie Rankine", written over the printed name and title.