

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, JUNE 25th, 2012 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE DANIEL E. GALESKI

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

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Tittle Brothers Construction relative to permit and inspection fees.
2. Communication from the Seaway Boat Club regarding their annual dock party on August 18th and 19th, 2012.
3. Communication from Robert & Mariette Herrick and Rose Kress regarding a fence issue.

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

4. Communication from Mayor Peterson submitting an appointment to the Beautification Commission.

5. Communication from Mayor Peterson regarding naming the Wyandotte Art Center in honor of James R. DeSana.

6. Communication from the City Administrator regarding an Interlocal Agreement for the Downriver Central Animal Control Agency (DCACA).

7. Communication from the Special Event Coordinator submitting a contract for sound, light and stage for the Wyandotte Street Art Fair.

8. Communication from the City Engineer relative to an encroachment as requested by Hubbell, Roth & Clark Inc.

9. Communication from the City Engineer and Director of Museums & Cultural Affairs regarding the bid for the Museum Chimney Removal and Replacement projects.

10. Communication from the City Engineer relative to the sale of a Neighborhood Stabilization 2 (NSP2) home in the City of Wyandotte.

11. Communication from the City Engineer regarding an update on various projects in the City of Wyandotte..

12. Communication from the City Engineer submitting various purchase agreements for properties within the City of Wyandotte.

CITIZENS PARTICIPATION:

REPORTS AND MINUTES:

Municipal Service Commission Meeting	June 12, 2012
Beautification Commission Meeting	May 9, 2012
Building Code Board of Appeals	June 11, 2012
Zoning Board of Appeals & Adjustments	June 6, 2012
Wyandotte Cultural & Historical Commission	May 10, 2012
Wyandotte Cultural & Historical Commission	May 17, 2012
Beautification Commission Meeting Minutes	June 13, 2012
Retirement Commission Meeting	June 20, 2012

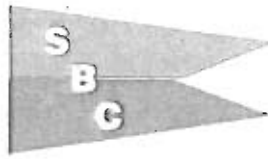


June 21st, 2012

Tittle Brothers Construction will be taking on the remodel of Monica Marian's bathroom at 292 2nd St, Wyandotte Michigan. We are remodeling the downstairs bathroom in order to make it handicap accessible for her son, Jacob Marian, who suffered a tragic accident on February 28th, 2012. We at Tittle Brothers are donating all labor and material for the project and are asking the city to wave all permit and inspection fees. We appreciate any and all help you can give us with this project.

Thank you in advance for your cooperation,

Greg Tittle
President
787 Southfield Road
Lincoln Park, Michigan



2

Seaway Boat Club

6 PERRY PLACE
WYANDOTTE, MI 48192
(734) 281-9697

May 23, 2012

Honorable Joseph R. Peterson
City of Wyandotte Council
3131 Biddle Avenue
Wyandotte, Michigan 48192

WYANDOTTE CITY C
2012 JUN 20 P 12:57

Honorable Mayor Peterson and Council Members:

The Seaway Boat Club of Wyandotte is requesting the closing of approximately 100' of the city Road (Perry Place) that abuts our property and BASF for our Annual dock part on August 18th and 19th. The purpose of this request is to erect a 40' x 60' tent to provide shelter for our annual Dock Party. This closure will not adversely affect any surrounding property owners, and the entire area completely accessible to law enforcement and emergency services. Our Treasurer upon approval of the Council shall pay the fee required for this annual event in full.

As in the past, we will obtain a special permit from the State of Michigan Liquor Control Commission to dispense Alcoholic beverages outside of our licensed premises. The approximate 100' total area used will be enclosed by portable fencing and access controlled by our membership pursuant to the requirements of the Liquor Control Commission.

Your prompt attention to this matter would be greatly appreciated, to facilitate the issuance of the licensing required by the State of Michigan Liquor Control Commission.

Sincerely,

Margaret Sheppard,
2012 Commodore
Seaway Boat Club of Wyandotte

MS/nmb

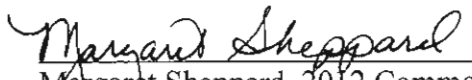
City of Wyandotte

This Hold Harmless Agreement made this 23rd day of May, 2012 between the City of Wyandotte (hereafter referred to as "the City") and Seaway Boat Club of Wyandotte (hereafter referred to as "the Club").

The Club, its board members, officers, agents, membership and guests does hereby release and forever discharge and hold harmless **the City**, its affiliated boards and board members, employees, agents, and members, and its successors from any and all liability, claims and demands of whatever kind of nature, either in law or in equity, which arises or may hereafter arise from the 2011 Annual Dock Party. The Club understands that this release discharges the City, its employees, its Boards, officers and agents from any liability or claim that the Club, its members or guests, may have against the City with respect to any bodily injury, personal injury, illness, death or property damage that may result from the Club's Annual Dock Party.

The Club additionally does hereby release and forever discharge and agrees to hold harmless the employees of the City's Police, Fire and Emergency Services departments and any other employees, agents, or members acting on behalf of the City both civilly and criminally. The Club does will obtain a special liability insurance rider for this event and provide the City with a copy of the same, if requested or required by law.

Signed this 23rd day of May, 2012.


Margaret Sheppard, 2012 Commodore,
Seaway Boat Club of Wyandotte

3A

Dear Mayor Joseph R. Peterson & City Councilmembers:

06-17-12

RE: 23 WALNUT WYANDOTTE, MI HOMEOWNERS: ROBERT & MARIETTE HERRICK

THIS LETTER IS IN RESPONSE TO A CALL FROM THE BUILDING DEPARTMENT REGARDING A COMPLAINT FROM A NEIGHBOR WHO IS **RENTING** A HOME TWO HOUSES AWAY FROM OUR HOME (NOT ADJOINING OUR PROPERTY.) THIS RELATES TO A FENCE THAT IS CURRENTLY BEING BUILT BY US AS A MEANS TO SOLVE A PROBLEM CREATED BY THIS TENANT.

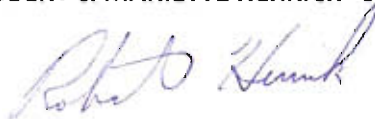
THIS RENTER HAS BEEN TRESPASSING ON OUR PROPERTY, OUR DOCK , DECK AND PIER FOR A LONG TIME. HE HAS ALSO ALLOWED HIS VISITORS TO DO THE SAME, INCLUDING ALLOWING SMALL CHILDREN ON OUR DOCK WITHOUT ANY ADULT SUPERVISION. WE HAVE LIVED HERE WITH NO FENCES SEPARATING OUR PROPERTY FROM OUR NEIGHBOR, ROSE KRESS, FOR MORE THAN TWELVE YEARS. WHEN WE NOTIFIED ROSE KRESS ABOUT THE CONTINUING PROBLEM, SHE SUGGESTED WE BUILD A FENCE TO PREVENT HIM FROM EASILY COMING ONTO OUR PROPERTY. (EVIDENTALLY, THERE IS AN ONGOING ISSUE BETWEEN THE RENTER AND THE LANDLORD AND SHE IS CURRENTLY SEEKING A LEGAL RESOLUTION REGARDING HIS TENANCY.)

WE HAD PERMISSION AND TOTAL AGREEMENT FROM OUR NEIGHBOR, ROSE KRESS, TO CONSTRUCT THIS FENCE. WE HAVE BEEN WORRIED ABOUT POTENTIAL LIABILITY AND SAFETY ISSUES AND DO NOT WANT TO BE LEGALLY RESPONSIBLE SHOULD THERE BE SOME TRAGIC ACCIDENT.

IN FACT, ROSE KRESS WOULD LIKE ME TO CONSTRUCT THE SAME TYPE OF FENCE TO ENCLOSE HER PROPERTY FROM THE HOME THIS TENANT IS CURRENTLY RENTING; FURTHER "SECURING" THE SANCTITY OF PEACE AND SAFETY ALONG BOATHOUSE ROW. (WE OWN HOUSE # 1, ROSE OWNS HOUSE #2, AND SHE OWNS HOUSE #3, WHICH IS BEING CURRENTLY RENTED BY THIS TENANT.)

WE REQUEST PERMISSION OF THE CITY COUNCIL TO RETAIN THE FENCE OVER THE DOCK.

THANK YOU FOR YOUR CONSIDERATION. **ROBERT & MARIETTE HERRICK 313-485-4972**



Dear Mayor Joseph R. Peterson & City Councilmembers:

3-B

06-12-12

RE: 23 Walnut	Wyandotte	Homeowners	Robert and Mariette Herrick
21 1/2 Walnut	Wyandotte	Homeowner	Rose Kress
21 Walnut	Wyandotte	Homeowner	Rose Kress

This letter is to confirm that my neighbors, Robert and Mariette Herrick had my permission to erect a fence between our properties. The fence was to extend from the front of the houses down to the dock and extend out on the pier that we share.

The reason a fence was needed is simply because my tenant, who resides at 21 Walnut trespasses onto the Herrick's property, on the deck, dock, and pier and will not stay on the property he is just renting.

The Herricks and I are long-time friends and more like family for more than fifty years and we have never had an issue, and certainly never an issue regarding our homes, property lines or infringing upon someone's privacy and safety.

I understand that the tenant contacted the city Building Department, hoping to create a problem. He did this because he was told to stay on the property he is renting and to not trespass again. Additionally, when he had guests, his guests would roam onto the Herrick's property, including unattended small children who could easily fall in the river. This represents a potentially huge liability situation for the Herricks and myself should there be an unfortunate accident. Robert is a licensed builder, and I am certain will build an attractive fence that would be an asset to both of our properties.

There are other properties that have fences that extend the length of the pier (over the water.) Additionally, most of the homes not only extend out from the land into the water, but are actually built over the water, which negates the idea that the fence should stop at the dock-line. (The fences we are talking about are attached to the piers and extend the length of the pier from the dock-line, over the water.) the exception are the first four homes closest to the hospital, specifically our homes at 23, 21 1/2, 21, and 19 1/2 Walnut. Our homes are not officially "boathouses" but are built directly on the land with standard foundations, etc.

I want to have peace of mind, and not have to worry about any potential safety issues, or liability issues in the future. I want the protection of a fence that would separate the property lines more clearly and should eliminate trespassing and resulting liability.

Please contact me should you have any further questions. Thank you.

Rose Kress 435 Superior, Wyandotte 734-285-8821

Rose Kress

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL

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

JOSEPH R. PETERSON
MAYOR

June 21, 2012


The Honorable City Council
City of Wyandotte

Gentlemen and Madam:

I am writing to request your concurrence in the appointment of Michael W. Bozymowski, 859 Vinewood, Wyandotte MI 48192, to the Beautification Commission. Mr. Bozymowski will fill the vacancy created by the resignation of Anita O'Brien. His term will expire April 2013.

Thanking you in advance for your support of this appointment, I remain

Sincerely,


Joseph R. Peterson
Mayor

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



JOSEPH R. PETERSON
MAYOR



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June 21, 2012

The Honorable City Council
City of Wyandotte

Gentlemen and Madam:

I am writing today to seek your support in the naming of the Wyandotte Art Center in honor of our friend and colleague, James R. DeSana.

Wyandotte has a history of demonstrating its vitality and ability to adjust to the needs of the community, including providing a wide range of activities for our residents and visitors to our city. In October 2006, then Mayor James DeSana, recognized the need for a cultural facility in the city and seized the opportunity to provide such a venue when the Masonic Temple building became available for sale. Thanks to his insight, we now have a cultural facility that meets today's demands for a place where our residents of all ages can showcase their talents, whether it is youth theater, lectures, painting, music, or any of the many other enriching activities available for our enjoyment. This historic structure, in its current use as an art center, has already become a tremendous asset to the cultural development of our community.

Only two municipal buildings in Wyandotte have been named for individuals: the Benjamin F. Yack Recreation Center, named after the city's first Superintendent of Recreation, and the William R. Copeland Center, named after long-time State Representative, Bill Copeland. I believe Councilman DeSana's contributions and achievements, as well as his dedication to this community and its residents during his 55 years of public service as an elected official at the city, county and state levels, make him very deserving of this honor.

Wyandotte City Council: April 1957-April 1961

Mayor, City of Wyandotte: April 1961-January 1969

Wayne County Commissioner: January 1969-January 1976

State Senator, State of Michigan: January 1976-December 1986

Mayor, City of Wyandotte: 1987-1997

Wyandotte City Council: 2001-2005

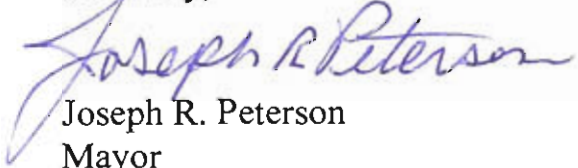
Mayor, City of Wyandotte: 2005-2009

Wyandotte City Council, 2009-Present

In closing, it is my privilege to recommend that the Wyandotte Art Center be named the James R. DeSana Arts and Cultural Center.

Thanking you in advance for your support of this recommendation, I remain

Sincerely,



Joseph R. Peterson

Mayor

City of Wyandotte

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



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

6

MAYOR
Joseph R. Peterson

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

June 21, 2012

The Honorable Joseph R. Peterson, Mayor
and City Council Members
3131 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Council Members,

Attached for your review and approval is an Interlocal Agreement for the Downriver Central Animal Control Agency (DCACA). It is anticipated that the cities of Allen Park, Melvindale, Southgate, and Wyandotte will become members of the DCACA while the City of Lincoln Park will contract with the DCACA to utilize the animal shelters as a component of their deliverance of animal control services within their city.

The City of Wyandotte currently budgets \$69,541 annually for personnel costs associated with animal control services. In addition, the City pays utilities for the animal control facility and capital costs associated with the delivery of animal control services. By joining this collaborative effort, the City of Wyandotte is estimated to pay \$41,303 annually thus, saving approximately \$28,000 each year. In addition to the budgetary savings, member communities will also enjoy a new state-of-the art facility being constructed in the City of Southgate, increased access to service and adoptions, and dedicated long-term capital improvement funding facilities and equipment.

It should be noted that the City of Wyandotte will become the administrative agency for the DCACA and all personnel will become employees of the City of Wyandotte. As such, the undersigned recommends that Aaron Bertera be hired as Animal Control Officer effective July 1, 2012. Mr. Bertera is currently employed by the City of Southgate and will begin performing duties for the DCACA effective upon his date of hire. His application and resume are included for your review. The DCACA staffing model includes two (2) full-time Animal Control Officers and two (2) part-time employees. Along with the City of Wyandotte's current Animal Control Officer, both full-time positions will be filled.

Also attached is a correspondence dated May 2, 2012 which outlines a number of other aspects of this collaborative agreement. To reiterate, the operation of the Wyandotte Animal Shelter is expected to operate in virtually the same manner as prior to the creation of the DCACA. In fact,

3131 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-4545 • Fax 734-324-4519 • email: tdrysdale@wvan.org • www.wvandotte.net



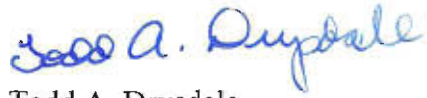
Equal Opportunity Employer



it is intended to become the premier adoption facility for the DCACA with an anticipated adoption rate greater than the excellent performance currently being experienced.

The undersigned recommends approval of this Interlocal Agreement.

Sincerely,

A handwritten signature in blue ink, reading "Todd A. Drysdale". The signature is written in a cursive style with a large, stylized "D" and "A".

Todd A. Drysdale
City Administrator

RESOLUTION

Resolved that the City Council concurs with the recommendation of the City Administrator relative to the Interlocal Agreement with the Downriver Central Animal Control Agency (DCACA) and

Further, authorizes the Mayor to sign said agreement and

Further, authorizes the hiring of Aaron Bertera effective July 1, 2012, as Animal Control Officer at a starting wage rate of \$35,360 annually with all other fringe benefits offered to eligible non-union employees of the City

INTERLOCAL AGREEMENT
FOR THE DOWNRIVER CENTRAL
ANIMAL CONTROL AGENCY

THIS AGREEMENT made this ____ day of _____, A.D. 2012, by and among the Cities of Allen Park, Melvindale, Southgate, and Wyandotte.

WITNESSETH:

WHEREAS the referenced cities desire to provide enhanced service to their citizens through increased collaboration and first rate service, and

WHEREAS Under State of Michigan Public Act of 63 of 2011 in order to qualify for Revenue Sharing communities must create and execute a shared service plan, and

WHEREAS the parties have reached agreement concerning the details of sharing of costs and responsibilities in a way which is fair and equitable for all and believe that this agreement should be set out in writing pursuant to the requirements of the Public Act 35 of 1951, the same being MCL 124.1 et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration receipt of which is acknowledged, the parties agree to create a governmental entity as follows:

I. NAME AND PURPOSE:

The name of the governmental entity created by this agreement shall be "Downriver Central Animal Control Agency" (hereinafter, the "DCACA"). The purpose of this entity is to enhance public safety through the sharing of resources to support the centralized management and consolidation of governing policies relating to Animal Control Services.

II. DURATION:

The DCACA shall be of perpetual duration, unless dissolved by a majority vote of the members.

III. ORGANIZATION:

The DCACA shall be governed by a Board of Directors ("Board") which shall be made up of the Mayors, or persons designated by the Mayors, of each of the governmental units which become members. The Mayors shall each appoint an alternate to attend meetings when the representative is unavailable. Each unit shall have one (1) vote. A majority of the Board shall be required to constitute a quorum for the transaction of business, and a

majority vote at any meeting at which a quorum is present shall be necessary for Board action. The Board may elect such officers and appoint such committees as it determines are needed for efficient administration. There shall be an annual meeting of the Board at a time and place set by the Board. Other meetings shall be scheduled from time to time as the Board determines is needed for efficient and effective administration.

IV. POLICY COMMITTEE:

There shall be at all times a standing policy committee comprised of not more than one representative from each Member City's Police Department. The Policy Committee shall be the exclusive agent for creating, drafting, and recommending operational policies and standards of service for the DCACA. However, no policy will be adopted until it has been approved by a majority vote of the Board of Directors.

V. BUDGET:

The budget shall be incorporated by reference and is known as "Attachment A" upon the affirmative vote of the respective member governing body. Each subsequent budget shall be adopted no later than September 30 of each year by a majority vote of the Board of Directors.

VI. FUNDING:

To establish the Animal Shelter, the parties to this Agreement shall contribute a onetime \$15,000 (fifteen thousand dollars) contribution for start up costs, with the exception of the City of Wyandotte. (See Exhibit "A") Operating costs shall be shared among participants pro-rata, one-half based on their percentage of total calls received by all participants, and the other half based on their population as a percentage of the total population of the participating cities. (See Exhibit "A") The Board shall have full authority to revise its method of allocating the operating costs to rely on total call volume, or on population alone, or any other method which is fair and equitable to all participants. However, the Parties agree that in order to establish an appropriate base line charge the first year assessment shall be based on population only.

VII. REVENUE:

All revenue generated by activities related to and associated with the operation of the DCACA including, but not limited to; adoptions, vaccinations, medical fees, and all other services provided shall be remitted in the following manner:

All fees shall be deposited into a dedicated escrow fund at the respective location (Wyandotte/Southgate). No later than August 1, of each year the revenue will be reconciled and calculated and applied as a pro-rata credit to the member communities annual

operating charge, based on the provisions of Article VI contained herein.

VIII. ADMITTING ADDITIONAL MEMBERS:

Additional members may be admitted to the DCACA by majority vote of the Board upon whatever terms and conditions may be set by the Board in its sole and absolute discretion.

IX. EQUIPMENT AND ANIMAL SHELTER:

The DCACA will use equipment currently owned and operated by the member Cities. The Parties hereby agree to donate all existing equipment being used by their individual Animal Shelter and Animal Control Officers to DCACA. If the equipment ceases to be used for the purpose of the DCACA ownership will revert to the respective member community. The City of Southgate shall be responsible for maintaining the primary building facility.

X. WITHDRAWAL BY A MEMBER:

Any member shall have the right to withdraw from the DCACA at any time upon giving ninety (90) days advance notice. The withdrawing member shall not be entitled to recover its contribution to the equipment or any investment it may have therein.

XI. COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT:

Each member shall control the release of any information which resides anywhere on the system, including, but not limited to, the server. The Board shall establish procedures for the handling of FOIA requests to assure that this policy is implemented.

XII. ORGANIZATIONAL STRUCTURE:

The DCACA shall be supervised by a Commanding Officer whose rank and pay shall be set by the Administrative Agent(s) of the Authority (City of Wyandotte), further the administration of the DCACA shall be under the express direction and control of the Southgate Director of Public Safety.

XIII. EXPULSION OF A MEMBER:

Any member of the DCACA may be expelled by a two-thirds vote of the Board for good cause shown. Any member failing to make their quarterly assessment payment shall be automatically expelled from the DCACA.

XIV. INSURANCE:

Each member shall endorse all the other members of the DCACA on their liability insurance policy as additional insureds.

XV. ORDINANCE:

The Parties to this agreement hereby agree to adopt a consolidated Ordinance, which will be drafted and presented by the Policy Committee to ensure that regulations are enforced equitably across the consolidated jurisdiction(s).

XVI. RECIPROCAL DUTIES AND OBLIGATIONS

The Parties to this agreement hereby agree and will take any and all necessary steps to see that the employees of DCACA will have full legal authority and ministerial powers as prescribed by their respective City Charter and Codified Ordinances. They further agree to indemnify wholly the actions taken while in the capacity as officer of the DCACA.

XVII. GOVERNING LAW:

This agreement shall be governed by the laws of the State of Michigan and shall be enforceable in any court of competent jurisdiction in Michigan.

XVIII. SEVERABILITY:

In the event that one or more provisions of this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

XIX. ARBITRATION OF DISPUTES:

Any dispute among the members, which cannot be resolved by negotiation, shall be submitted to Binding Arbitration before an arbitrator agreed to by all parties involved in the dispute. In the event that an arbitrator cannot be agreed to, the parties shall request that the American Arbitration Association choose an arbitrator whose selection may not be challenged.

XX. NOTICE:

The members agree that the City Clerks of the respective cities are the persons to receive notices on behalf of their respective units of government:

XXI. RECALCULATION OF SHARES OF EXPENSE:

The expenses allocated to the members of the DCACA shall be recalculated from time to time as other units of government join and/or withdraw from the DCACA.

XXII. AGENCY FOR PERSONNEL MATTERS:

The City of Wyandotte shall serve as an agent for the DCACA in administering personnel matters, including, but not necessarily limited to payroll, accounting, pension benefits, health insurance, health insurance, sick pay, vacation pay, personal leave time, employee supervision and discipline. Personnel shall be employees of the City of Wyandotte. The DCD shall compensate the City of Wyandotte for its reasonable expenses related to the management of personnel matters.

XIII. AMENDMENTS:

This agreement may be amended by a majority vote of the Board at a regularly scheduled meeting or a special meeting, provided that a notice that an amendment has been proposed is sent to the members of the board at least 30 but not more than 60 days prior to the meeting at which the vote is to be taken. The notice shall include a complete copy of the section or sections proposed for amendment and the language of the proposed amendment, preferably red-lined. Further, the rationale for the proposed amendment shall be attached to the notice.

Signed and sealed by the following units of government on the dates set out below:

City of Wyandotte

City of Southgate

By: _____

By: _____

Its: Mayor

Its: Mayor

Date: _____

Date: _____

City of Melvindale

City of Allen Park

By: _____

By: _____

Its: Mayor

Its: Mayor

Date: _____

Date: _____

**ESTIMATED OPERATING EXPENDITURE BUDGET
FOR
DOWNRIVER CENTRAL ANIMAL CONTROL AGENCY LOCATED IN SOUTHGATE**

"Attachment A"

Personnel Costs (per employee)

Salary	\$ 28,500.00
FICA	\$ 2,356.63
DC Pension	\$ 2,850.00
Overtime	\$ 2,305.65
Shift Premium	\$ 728.00
Health Insurance	\$ 15,000.00
Retiree Health Insurance	\$2,000
Disability Insurance	\$ 136.00
Life Insurance	\$ 117.00

Workers Compensation	\$ 1,000.00
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Total (per employee)	\$ 53,993.28
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2 number of employees	\$	107,987.00
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	\$	107,987.00
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Operating Supplies	\$9,500.00
Legal Costs	\$1,500.00
Office Supplies	\$2,500.00
Fuel Cost	\$10,000.00
Education and Training	\$2,000.00
Repair and Maintenance fund	\$7,500.00
Capital Improvement Account	\$10,000.00
Part Time Employees	\$32,000.00

Total Non-Personnel Costs	\$	75,000.00
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Total Cost	\$	182,987.00
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Proposed Revenue	\$	-
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TOTAL ANNUAL OPERATING COSTS	\$	182,987.00
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Current Aggregate Operating Costs	\$	328,000.00
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Proposed Savings	\$	115,357.00
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**Downriver Central Animal Control Agency
Estimated Cost Per Community**

Based on Call Volume

					\$182,987.00
					<u>157,987</u>
					Estimated Annual Operating Costs
	Animal Control Complaints	% of Total	Population (US Census Bureau)	4 # of Employees % of Total	
Southgate	1	25.0%	30,047	31.7%	44,771
Wyandotte	1	25.0%	25,883	27.3%	41,303
Allen Park	1	25.0%	28,210	29.7%	43,241
Melvindale	1	25.0%	10,715	11.3%	28,672
Totals	4	100.0%	94,855	100.0%	157,987
Lincoln Park*	1,346	33650.0%	38,144	40.2%	25,000
				25000*	

Note: Total budget is projected to be \$182,987. Lincoln Park, who is only entering into a facility agreement, will pay \$25,000 annually. Thus, the communities who are entering into the service agreement will defray the remaining budget of \$152,987.

*Sample Cost
Allocation*

APPLICATION FOR EMPLOYMENT

(PLEASE PRINT PLAINLY)

RECEIVED
JAN 21 P 2:58
CITY OF WYANDOTTE
FIRE DEPARTMENT
FIRE SERVICES

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 ANIMAL CONTROL OFFICERHave you read the description of this job? ☒ Yes ☐ NoAre you qualified to perform these duties? ☒ Yes ☐ NoOther position you would consider N/AType of employment desired: ☒ Full-Time ☐ Part-Time ☐ TemporaryDate you can start JULY 1st 2012

Wage expected \$ _____

PERSONAL INFORMATION

Social Security Number 388-92-8888Name BERTERA AARON MARSHALL
Last First MiddleAddress 13183 GOLF Pointe DR. TAYLOR MI 48180
Street City State Zip CodeTelephone (including area code) 734-674-5510

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? CHAUFFEUR

Have you ever employed by the City of Wyandotte?

☐ Yes

☒ No

If so, when? _____

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

☐ Yes

☒ No

If yes, indicate names and dates employed _____

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? _____

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name MARTIN BERTERA

Telephone (including area code) 734-752-7958

Address +3183 1607 22ND

WYANDOTTE

MI

48192

Street

City

State

Zip Code

PERSONAL REFERENCES (Not former employers or relatives) SEE ATTACH

Name and Occupation	Address	Phone Number

EDUCATION

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

CERTIFIED ANIMAL CONTROL OFFICER. EUTHANSIA, TRAQ GUN, PEPPER SPRAY, BATON, CRUELTY

	NAME	CITY/STATE	DEGREE	MAJOR
High School	<u>SOUTHGATE ANDERSON</u>	<u>SOUTHGATE MI</u>	<u>J.R.O.T.C.</u>	
College				

Other MICHIGAN ASSOCIATION OF ANIMAL CONTROL OFFICERS (MAACO)

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

1. Firm name CITY OF SOUTHGATE POLICE DEPT

Employed from 12 07 to 06 12
month year month year

Type of business _____

Address 14710 Regene PARKWAY SOUTHGATE MI 48195
Street City State Zip Code

Telephone Number 734-258-3060 Name of supervisor TOM COOMBS

Positions A.C.O Starting salary \$ 10.00 Final salary \$ 15.51

Duties performed HANDLE ANIMAL RELATED CALLS

Reason for leaving COMING TO WYANDOTTE

If presently employed, may we contact your supervisor? ☒ Yes ☐ No If yes, telephone SAME

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: 6-21-12 Signature: Aaron Betley

4/26/05

Aaron Marshall Bertera

13183 Golf Pointe, Taylor, MI 48180

Contact

Tel: 734-674-5510

E-mail: blair9271@gmail.com

Career Objective

Seeking an Animal Control Officer position that will allow me to fully draw on my skills and experience for the benefit of the city of [Type name of city] and its citizens.

Key Skills

- ✓ Ability to remain calm and professional while working under pressure
- ✓ Ability to communicate effectively both orally and in writing
- ✓ Possess thorough knowledge of animal behavior and personality traits of several breeds of cats and dogs
- ✓ Skilled in capturing and handling animals
- ✓ Proficient with Microsoft Word and Excel
- ✓ Certified in the state of Michigan as an Animal Control Officer
- ✓ Certified to euthanize and use a tranquilizer gun
- ✓ Police LEIN
- ✓ RMS

Education

Michigan Association Of Animal Control Officers (MAACO)	2007-Present
Taylor Auxiliary Police Force	January 2004-June 2007
Southgate Anderson High School	1999 to 2001

Work Experience

City Of Southgate (Police Department)	Full-time job
Animal Control Officer	December 2007-Present
<ul style="list-style-type: none">✓ Operated animal shelter for adoptions and euthanasia✓ Educated the public on responsible pet ownership and local animal control laws✓ Identified cat and dog breeds, disposition of animal, and maintained records for each animal impounded✓ Captured and transported stray, injured, dangerous, and unlicensed animals back to shelter✓ Provided food, water, and care to animals, and maintained cleanliness of facility✓ Investigated reports of animal abuse and neglect; took photographs and wrote reports as well as issued warnings, citations, and testified in court when needed✓ Patrolled city streets and responded to emergency calls regarding reports of animals left in vehicles without proper ventilation or water✓ Wrote updated ordinances on dangerous dogs	
Brownstown Township	Internship
Animal Control Officer	May to December, 2007
<ul style="list-style-type: none">✓ Assisted Animal Control Officer in enforcing laws✓ Learned about animal behavior✓ Picked up stray dogs and cats	
City of Taylor	Volunteer
Auxiliary Police Dept (Patrolman)	January 2004-June 2007
<ul style="list-style-type: none">✓ Assisted the main police force in patrolling the city✓ Worked at festivals to present a police presence✓ Nominated as Officer of the Month	

Accomplishments

- | | |
|----------------|---|
| Animal Shelter | <ul style="list-style-type: none">✓ Reduced euthanasia rate at shelter from 40% to 5%✓ Organized an annual low-cost pet vaccination clinic✓ Enacted a volunteer program to increase adoption rates and hours open to the public✓ Successfully placed over 200 animals into new homes by using the Petfinder.com website✓ Created electronic forms for reports, complaints, and lost and found, effectively reducing reliance on a paper filing system |
|----------------|---|

Professional Affiliations

Member of the Michigan Association of Animal Control Officers (MAACO) and National Animal Control Association (NACA)

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



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

MAYOR
Joseph R. Peterson

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

May 2, 2012

The Honorable Joseph R. Peterson, Mayor
and City Council Members
3131 Biddle Avenue
Wyandotte, Michigan 48192

FILE COPY

Dear Mayor Peterson and City Council Members,

Public Act 63 of 2011 outlines the requirements necessary for local communities to receive State Share Revenue under the newly created Economic Vitality Incentive Program (EVIP). This program provides state shared revenue if certain actions are taken by the local community. The EVIP funding, with a maximum annual amount of \$720,000 allocated to our City, replaces Statutory Revenue Sharing which the City previously received over \$1.2 million annually.

One element of the EVIP program was to identify a plan or proposals to increase the existing level of cooperation, collaboration, and consolidation between governmental jurisdictions. The City of Wyandotte filed this plan by the January 1, 2012, deadline and identified the creation of the Downriver Animal Control Services as a collaborative effort that was being pursued. To assist with the creation of this entity, the City of Southgate applied for a grant on behalf of the cities who desired to participate in this cooperative effort. A grant of \$235,000 was awarded to assist with the capital investment necessary to facilitate this consolidation.

Over the past four (4) months, much discussion and negotiation has occurred between the communities relative to the best way to organize and facilitate this service and the use of the grant funding. At this time, the following plan has tentatively been agreed upon as a course of action:

1. Animal Control Officers will be hired as City of Wyandotte employees and serve the member communities in a newly created agency (Downriver Central Control Agency).
2. Member communities will reimburse the City of Wyandotte for their share of the costs incurred in their communities by these employees.
3. The grant funding, reduced to \$143,000, will be used to renovate and construct and facility for animal control in the City of Southgate which is intended to serve member communities other than Wyandotte.
4. The City of Wyandotte Animal Shelter will continue to operate under virtually the same operating model as in the past. It will also serve as an "overflow" facility for the new facility that will serve the other member communities.

Attached for your review and approval is a resolution that authorizes the City of Wyandotte to become a member of the Downriver Central Control Agency. This non-binding resolution will satisfy the requirement necessary to receive the grant awarded to members of the cooperative effort. Further details of the consolidation, including the budget and inter-local operating agreement, will be forthcoming after notification is received from all cities committed to the project.

Sincerely,

Todd A. Drysdale
City Administrator

TAD:cjm

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



MAYOR
Joseph Peterson

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

HEATHER A. THIEDE
SPECIAL EVENT COORDINATOR
DEPARTMENT OF RECREATION, LEISURE AND CULTURE

Thursday, June 21, 2012

Honorable Mayor Peterson and City Council Members
3131 Biddle Avenue
Wyandotte, MI. 48192

Dear Mayor Peterson and City Council Members –

As you know the Recreation, Leisure and Culture Department staff is in the process of planning the Wyandotte Street Art Fair for 2012. In light of this, attached, please review a contract for Dynamic Sound and Light to provide sound, light and a stage for the Wyandotte Street Art Fair. This contract has been reviewed and approved by City Attorney, Mr. William Look.

We feel that Dynamic Sound and Light will once again provide excellent service for the thousands of people that attend this major special event.

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

Thank you very much!

Heather A. Thiede
Special Event Coordinator

Attached: Contract

Dynamic Sound & Light Ltd
2444 Seminole St
Detroit MI48214
Wyandotte Art Fair/City of Wyandotte

Date: 05/17/2012
Reference #: 2012-0154

WYANDOTTE ART FAIR 7-11 Thru 14 2012

Dynamic Sound and light will supply all labor for set up and tear down. Stage and Sound will be ready to go and playing music by gate opening on July 11 2012. It is the responsibility of The Wyandotte Art Fair to provide security from the time the fair is closed to the following day opening. You may also be responsible for security if it is determined that we must set up the day prior to the festival. The Wyandotte Art Fair is also responsible for enough power to operate Sound and Lighting (please contact Ed Jones at 586-801-7217). Dynamic will provide power drops for all band equipment. Although our equipment is very well maintained and designed to handle the riggers of the road, Problems may occur in the operation of the equipment. We will replace or repair any malfunctioning equipment as best as possible. Dynamic Sound and Light will protect all our equipment in case of inclement weather (Tornado and Tarpas) and reserve the right to shut the stage down if we feel there is a risk to person or property. We will also need water for our water ballasts please plan accordingly.

Title	Description	Quantity	Unit	Price	Line	Total
-------	-------------	----------	------	-------	------	-------

36 X 28	Stage roof system					
---------	-------------------	--	--	--	--	--

Motorized	Peaked Stage					
-----------	--------------	--	--	--	--	--

Roof						
------	--	--	--	--	--	--

1.0	\$2,000.00	\$2,000.00				
-----	------------	------------	--	--	--	--

24 X 20 X 4	Stageright Stage					
-------------	------------------	--	--	--	--	--

24 X 20	Stageright stage					
---------	------------------	--	--	--	--	--

15.0	\$50.00	\$750.00				
------	---------	----------	--	--	--	--

4 X 8	Pa wings					
-------	----------	--	--	--	--	--

Stage right	PA wings					
-------------	----------	--	--	--	--	--

attached to	stage					
-------------	-------	--	--	--	--	--

1.0	\$50.00	\$50.00				
-----	---------	---------	--	--	--	--

12 X 8	Monitor wing					
--------	--------------	--	--	--	--	--

Monitor wing	attached to					
stage						

3.0	\$50.00	\$150.00				
-----	---------	----------	--	--	--	--

1000 Watt	par 64					
-----------	--------	--	--	--	--	--

48 Can	Lighting system					
--------	-----------------	--	--	--	--	--

Complete with	cable,					
dimmers,	controller and all					
hardware						

12.0	\$30.00	\$360.00				
------	---------	----------	--	--	--	--

Safety Rail on	Stair Package					
----------------	---------------	--	--	--	--	--

Safety Rail and	Stair					
-----------------	-------	--	--	--	--	--

Package						
---------	--	--	--	--	--	--

1.0	\$200.00	\$200.00				
-----	----------	----------	--	--	--	--

FOH	Tent					
-----	------	--	--	--	--	--

Front of house	tent 12 X 12					
----------------	--------------	--	--	--	--	--

1.0	\$145.00	\$145.00				
-----	----------	----------	--	--	--	--

PA Sound System

PA sound system consisting of: 32 Channel Midas Sound board, 2 TC electronics Digital Reverb, 12 DBX 166 Compressors, 31 Band DBX stereo EQ's, CD Player, 3 way 4726 JBL PA with 4 double 18 sub cabinets and 4 JBL top cabinets, splitter snake, power distro, microphone Package.

1.0 \$3,200.00 \$3,200.00

12 X 12 Tent

12 x 12 tents with side walls

1.0 \$145.00 \$145.00

275 Gallon water balast

Water ballasts for holding down roof system.

6.0 \$25.00 \$150.00

Sub Total: \$7,150.00

Invoice total 7150.00

City of Wyandotte will provide half of the total balance due to Dynamic Sound and Light before the July 1st. Dynamic Sound and Light will then receive the remaining 50% of the amount due the first day of the fair, July 11th 2012.



President

Dynamic Sound and Light Representative

6-10-12

Date

Mayor, City of Wyandotte

Date

Clerk, City of Wyandotte

Date

Dynamic Sound & Light Ltd
2444 Seminole St
Detroit MI48214
Wyandotte Art Fair/City of Wyandotte

Date: 05/17/2012
Reference #: 2012-0154

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Title Description Quantity Unit Price Line Total

36 X 28 Stage roof system

Motorized Peaked Stage

Roof

1.0 \$2,000.00 \$2,000.00

24 X 20 X 4 Stageright Stage

24 X 20 Stageright stage

15.0 \$50.00 \$750.00

4 X 8 Pa wings

Stage right PA wings

attached to stage

1.0 \$50.00 \$50.00

12 X 8 Monitor wing

Monitor wing attached to
stage

3.0 \$50.00 \$150.00

1000 Watt par 64

48 Can Lighting system

Complete with cable,
dimmers, controller and all
hardware

12.0 \$30.00 \$360.00

Safety Rail and Stair Package

Safety Rail and Stair
Package

1.0 \$200.00 \$200.00

FOH Tent

Front of house tent 12 X 12

1.0 \$145.00 \$145.00

PA Sound System
PA sound system consisting
of: 32 Channel Midas Sound
board, 2 TC electronics
Digital Reverb, 12 DBX 166
Compressors, 31 Band DBX
stereo EQ's, CD Player, 3
way 4726 JBL PA with 4
double 18 sub cabinets and
4 JBL top cabinets, splitter
snake, power distro,
microphone Package.
1.0 \$3,200.00 \$3,200.00

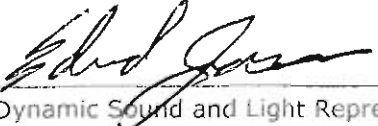
12 X 12 Tent
12 x 12 tents with side walls
1.0 \$145.00 \$145.00

275 Gallon water balast
Water ballasts for holding
down roof system.
6.0 \$25.00 \$150.00

Sub Total: \$7,150.00

Invoice total 7150.00

City of Wyandotte will provide half of the total balance due to Dynamic Sound and Light before the July 1st. Dynamic Sound and Light will then receive the remaining 50% of the amount due the first day of the fair, July 11th 2012.

 *President*

Dynamic Sound and Light Representative

6-10-12

Date

Mayor, City of Wyandotte

Date

Clerk, City of Wyandotte

Date

Dynamic Sound & Light Ltd
 2444 Seminole St
 Detroit MI48214
 Wyandotte Art Fair/City of Wyandotte

Date: 05/17/2012
 Reference #: 2012-0154

WYANDOTTE ART FAIR 7-11 Thru 14 2012

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Title	Description	Quantity	Unit Price	Line Total
36 X 28 Stage roof system				
Motorized Peaked Stage				
Roof				
1.0	\$2,000.00	\$2,000.00		
24 X 20 X 4 Stageright Stage				
24 X 20 Stageright stage				
15.0	\$50.00	\$750.00		
4 X 8 Pa wings				
Stage right PA wings				
attached to stage				
1.0	\$50.00	\$50.00		
12 X 8 Monitor wing				
Monitor wing attached to				
stage				
3.0	\$50.00	\$150.00		
1000 Watt par 64				
48 Can Lighting system				
Complete with cable,				
dimmers, controller and all				
hardware				
12.0	\$30.00	\$360.00		
Safety Rail on Stair Package				
Safety Rail and Stair				
Package				
1.0	\$200.00	\$200.00		
FOH Tent				
Front of house tent 12 X 12				
1.0	\$145.00	\$145.00		

PA Sound System
PA sound system consisting
of: 32 Channel Midas Sound
board, 2 TC electronics
Digital Reverb, 12 DBX 166
Compressors, 31 Band DBX
stereo EQ's, CD Player, 3
way 4726 JBL PA with 4
double 18 sub cabinets and
4 JBL top cabinets, splitter
snake, power distro,
microphone Package.
1.0 \$3,200.00 \$3,200.00


12 X 12 Tent
12 x 12 tents with side walls
1.0 \$145.00 \$145.00

275 Gallon water balast
Water ballasts for holding
down roof system.
6.0 \$25.00 \$150.00

Sub Total: \$7,150.00

Invoice total 7150.00

City of Wyandotte will provide half of the total balance due to Dynamic Sound and Light before the July 1st. Dynamic Sound and Light will then receive the remaining 50% of the amount due the first day of the fair, July 11th 2012.


Dynamic Sound and Light Representative

President

6-10-12

Date

Mayor, City of Wyandotte

Date

Clerk, City of Wyandotte

Date

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

June 11, 2012

The Honorable Joseph R. Peterson
and City Council
City Hall
Wyandotte, Michigan

Dear Mayor and Council Members:

The undersigned has received a request from Hubbell, Roth & Clark, Inc. to encroach into the 8th Street right-of-way for a gate actuator including landscaping for the Southgate-Wyandotte Relief Drains Drainage District, adjacent to Pump Station No. 5 on Central Avenue.

To allow the encroachment into the 8th Street right-of-way, the attached Grant of License and Hold Harmless Agreement would need to be executed. The Grant of License and Hold Harmless Agreement have been reviewed by the Department of Legal Affairs and approved.

I recommend that the Mayor and City Clerk sign said Agreement and that the Department of Legal Affairs record same.

Very truly yours,

Mark A. Kowalewski
City Engineer

MAK:kr

Enclosure

cc: Timothy H. Sullivan, HRC
Greg Tupancy, WCDPS

GRANT OF LICENSE

CITY OF WYANDOTTE, A Michigan Municipal Corporation, and its successors, hereinafter called the GRANTOR, and Southgate-Wyandotte Relief Drains Drainage District and its successors, hereinafter called the LICENSEE, enter into this Agreement on the _____ day of _____, 20____, subject to the following conditions:

1. The GRANTOR owns the real estate beginning 109' from the intersection of the extended centerline of 8th Street and the Downriver Wastewater Treatment Facility (DWWTF) property line, along said property line northeasterly to the property line of the LICENSEE then 9 feet northwesterly, the point of beginning. Thence southwesterly 26'0" parallel to the property line to a point, thence 90° to the right 13'7" to a point, thence 90° to the right 26'0" to a point, thence 90° to the right 13'7" to the point of beginning.
2. The GRANTOR grants to the LICENSEE, and it assigns, the right to construct and maintain a gate actuator, switch disconnect and above ground landscaping that will extend into GRANTOR'S Right-of-Way. The LICENSEE is required to maintain and keep in good repair said gate actuator, switch disconnect and above ground landscaping. The LICENSEE shall use methods in maintaining the flow control chamber that will cause the least possible amount of damage to the premises and the premises described above shall be maintained by LICENSEE so that it will be reasonably safe and convenient for public travel. This Grant of License does not constitute or act as a waiver of any governmental immunity the LICENSEE, its agencies, elected officials, employees, agents, servants and representatives enjoy under applicable statutory or common law.
3. LICENSEE gate actuator, switch disconnect and above ground landscaping shall only occupy 26' x 13'7" of the Right-of-Way of Central Avenue as shown in the site plan prepared by Hubbell, Roth & Clark, Inc. dated May, 2011, attached hereto as Exhibit A.
4. Furthermore, the GRANTOR reserves the right from the date hereof, an easement on, over, under, across, and within said property for the purpose of constructing, operating, maintaining, and repairing existing and future public utilities, sewers, water mains, gas mains and drains. The GRANTOR also reserves the same rights for Michigan Consolidated Gas Company, Michigan Bell Telephone Company, their successors and assigns.
5. In consideration of the GRANTOR providing their Grant of License, the LICENSEE agrees to hold harmless the GRANTOR from all liability arising out of their Grant of License.
6. If the GRANTOR directs LICENSEE to revoke any modifications to the above described premises to insure the premises will be reasonably safe and convenient for public travel, LICENSEE agrees to do at its own cost immediately.

This LICENSE is revocable at will on the GRANTOR giving 60 days notice to the LICENSEE of such termination.

Witnesses:

GRANTOR: CITY OF WYANDOTTE

Joseph R. Peterson, Mayor

William R. Griggs, City Clerk

Subscribed and sworn to me this _____ day of _____, 2012, by Joseph R. Peterson and William R. Griggs who are the Mayor and City Clerk of the City of Wyandotte who duly executed said LICENSE with full authority.

NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: _____

Witnesses:

LICENSEE: SOUTHGATE-WYANDOTTE RELIEF DRAINS
DRAINAGE DISTRICT

Lavonda Jackson, Esq., Wayne County Drain Commissioner

Subscribed and sworn to me this 23rd day of MAY, 2012, by Lavonda Jackson, Esq., Wayne County Drain Commissioner, who duly executed said LICENSE with full authority.

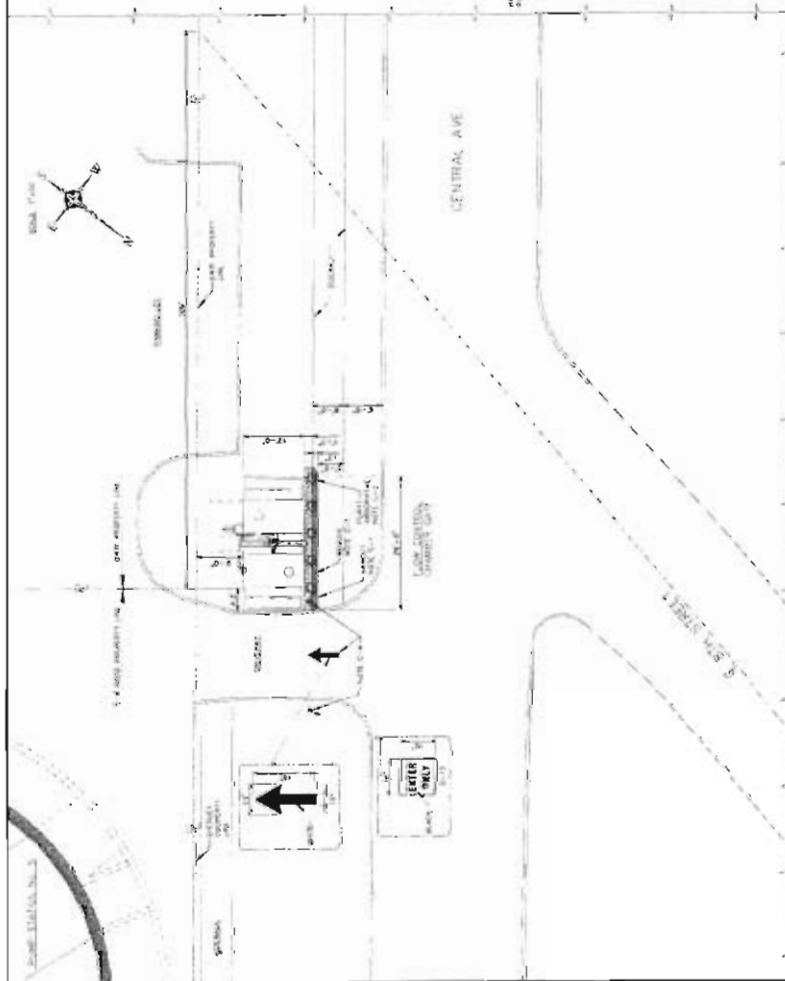
NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: 1/21/2018

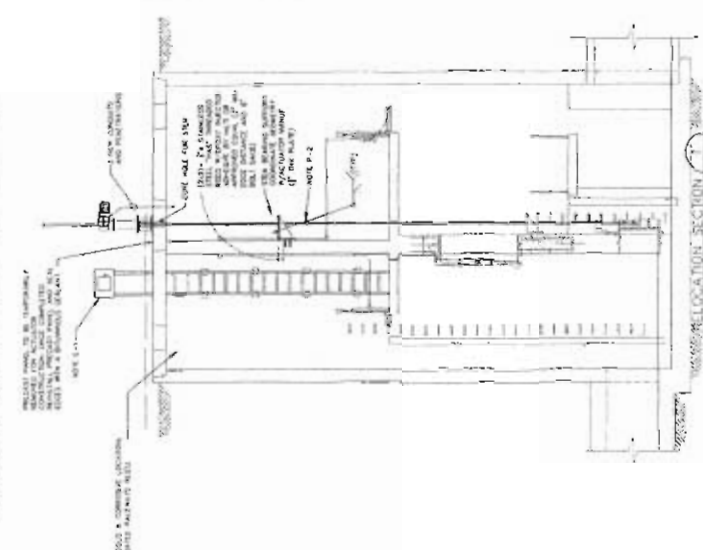
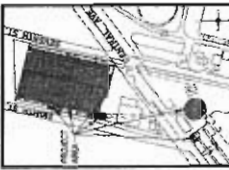
Drafted by: William R. Look

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

FRANCETTA L. JOHNSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 21, 2018
ACTING IN COUNTY OF Wayne



Journal of Interpersonal Violence 26(10) 1978-1990
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[illegible][illegible]

SOUTHDALE - ANNECETTE BELLEF
 (JANUARY 1994)

RTF OPERATIONS
 IMPROVEMENT
 PROJECT

DR. SUE PLAN,
 CIVIL ENGINEER & LEAD

[illegible]

HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to the undersigned to allow the gate actuator including landscaping in the right-of-way of 8th Street, the undersigned, its successors and assigns, hereby assumes all risk and liability relating to the construction, maintenance and use of said right-of-way and agrees to hold harmless and indemnify as permitted by law the City of Wyandotte and all City officials, employees, volunteers and agents from all liability or responsibility whatsoever for injury (including death) to persons and for any damage to any City property or to the property of others arising out of, or resulting either directly or indirectly, from the construction, maintenance and/or use of said right-of-way as described above and in the Grant of License. Nothing herein shall constitute or act as a waiver of any governmental immunity the undersigned, its agencies, elected officials, employees, agents, servants and representatives enjoy under applicable statutory or common law.

The undersigned further does hereby remise, release, and forever discharge the City of Wyandotte, its Officers, agents and employees from any and all claims, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from the construction, maintenance and/or use of said right-of-way, by the undersigned, at said above described location.

The undersigned represents personally that he/she is authorized to execute this Agreement on behalf of the undersigned.

Agreed to this 1st day of June, 2012.

By: Southgate-Wyandotte Relief Drains Drainage District

By: Layonda Jackson, Esq., Wayne County Drain Commissioner

Address: 400 Monroe, Suite 400 Detroit Michigan 48226
 Street City State Zip

Telephone: 313-224-2968

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding the encroachment into the Central Street Right-of-Way near 8th Street by the Southgate-Wyandotte Drainage District is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Grant of License and Hold Harmless Agreement

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

June 7, 2012

The Honorable Mayor Peterson
and City Council
City Hall
Wyandotte, Michigan


RE: Museum Chimney Removal and Roof Replacement Bids

Dear Mayor Peterson and Council Members:

Bids were opened on June 4, 2012, for the Museum Chimney Removal and Replacement projects. The bid results for the chimney portion ranged from \$78,212 for a high bid to \$15,750 for a low bid (see attached summary). There was only one bid in the amount of \$15,400 received for the roof replacement portion.

Therefore, the undersigned recommends that for both projects the bids be rejected and the projects be re-advertised and new bids be solicited.


Very truly yours,


Mark A. Kowalewski
City Engineer


Jody Egen
Director of Museums & Cultural Affairs

gjm/MK
Enclosures

Cc: All Bidders


Approved by Todd Drysdale, Director of Administrative/Financial Services

Greg meyring

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



JOSEPH R. PETERSON
MAYOR

COUNCIL

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

FILE #4582
MUSEUM CHIMNEY REMOVAL
& REPLACEMENT – 2630 BIDDLE
JUNE 4, 2012 – 2PM

Boss Construction Inc 8474 Mortenvue Taylor, MI 48180	\$30,100.00	Bond
Grunwell-Cashero Co 1041 Major Avenue Detroit, MI 48217	\$78,212.00	Bond
Luigi Ferdinandi & Son Cement Co., Inc 16481 Common Road Roseville, MI 48066	\$26,800.00	Bond
Olson Cement Work Inc 5610 Wellington Dearborn Heights, MI 48125	\$15,750.00	Bond

cc. ✓ City Engineer's Office

CLAUDE

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Kechn
CITY ASSESSOR



JOSEPH R. PETERSON
MAYOR

COUNCIL

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Sheri M. Sutherby-Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

FILE #4579
ROOF RESTORATION AT MARX HOME
JUNE 4, 2012 – 2PM

Great Lakes Roofing
1655 E. Auburn Rd.
Rochester Hills, MI 48307

\$15,400.00 bond

cc. ✓ City Engineer's Office

PROPOSED RESOLUTION

RESOLVED BY MAYOR AND COUNCIL that the communication from the City Engineer and the Director of Museums & Cultural Affairs regarding the bid results for the Museum Chimney and Roof Projects is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that new bids well be solicited for the Museum Chimney and Roof Projects

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



10

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

June 20, 2012

The Honorable Joseph R. Peterson
and City Council
City Hall
Wyandotte, Michigan

RE: 115 Poplar
Wyandotte, Michigan

Dear Mayor Peterson and City Council Members:

On April 23, 2012, the City held the Lottery Drawing for the sale of the Neighborhood Stabilization 2 (NSP2) home at 115 Poplar. The City did not receive any proposals.

Therefore, attached please find an Offer to Purchase the property at 115 Poplar from Dorothy Blair in the amount of \$118,000.00. Ms. Blair 50% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$67,125.00 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the homes is maintained as owner occupied for fifteen (15) years this lien will not have to be repaid.

Therefore, the undersigned recommends acceptance of this Offer to Purchaser. If you concur with this recommendation, the attached resolution will authorize the Mayor, City Clerk and City Attorney, William Look, the authority to execute the necessary sales documents.

Very truly yours,

Mark A. Kowalewski
City Engineer

MAK:kr
Enclosures

cc: Jerry Miller, Wyandotte Realty
Jauron K. Leefers, MSHDA
Lindsay Hager, Capital Access
Emanuel Odom, MSHDA
Dorothy Blair, 451 Orchard Upper, Wyandotte

LOTTERY FORM TO ACQUIRE NSP2 HOME

Date: 6/19/2012

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

RE: File No. 4583

DUE DATE: Monday, April 23, 2012

2325 8th Street 234 Chestnut 2445 Cora 2250 Cora X 115 Poplar 456 Vinewood
(Please place an "X" next to the home you are submitting a Purchase Agreement on)

In order of preference: 1st 115 Poplar 2nd _____ 3rd _____
4th _____ 5th _____ 6th _____

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 : ONE HUNDRED EIGHTEEN THOUSAND Dollars
(\$ 118,000.00)
- ☒ DEPOSIT: One Percent (1%) of above amount enclosed. Check No. 197
Make check payable to the City of Wyandotte: MINNESOTA TITLE.
- ☒ 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
- ☒ Written approval from MSHDA if Homebuyer Assistance exceeds \$30,000.00

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: Dorothy Blair

ADDRESS: 451 Orchard St Upper

Wyandotte MI 68192

Phone: 313-215-0785

CITY OF WYANDOTTE
 3131 Biddle Avenue
 Wyandotte, Michigan 48192
 Telephone: (734) 324-4551
 Fax: (734) _____



OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the { City of
Wyandotte, Wayne County, Michigan, described as follows:
LOT 6 PLAT OF PART OF WYANDOTTE, PART 3, BLK 66 L57P5WCR 57010160006000 and being known as 115
POPLAR Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds,
 curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit ALL APPLIANCES
 PER LISTING if any, now on the premises, and to pay therefore the sum of ONE HUNDRED EIGHTEEN THOUSAND
 (\$118,000.00) 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:

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

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check. _____
Cash Sale with New Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a <u>FHA</u> mortgage in the amount of \$ <u>50,875.00</u> , and pay \$ <u>1,180.00</u> down INCLUDING mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A. Purchaser understands that this Offer to Purchase is being submitted contingent upon Purchaser meeting the following requirements in each category listed below as established by the City of Wyandotte Neighborhood Stabilization Program (NSP): (1) Minimum Percentage of Down Payment: 1% (2) Minimum Credit Score: 640 (3) Employment Status: Employed or being able to show a reliable income source (4) Minimum Debt-Income Ratio: 40%
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser, at Purchaser's cost, as soon as possible Policy of Title Insurance in an amount not less than the purchase price as determined by Purchaser, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement and tax history certified to a date later than the acceptance thereof.
Time of Closing	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage.
Purchaser's Default	4. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Seller's Default	5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.

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

<i>Taxes and Prorated Items</i>	8. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with Due Date 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>Acceptance</i>	9. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. The Seller is hereby authorized to accept this offer and the deposit of <u>ONE THOUSAND ONE HUNDRED EIGHTY (\$1,180.00)</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. Said check shall be made payable to: MINNESOTA TITLE INSURANCE AGENCY.

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 \$ 118,000.00 which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

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

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

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

13. The closing of this sale shall take place at the office of the City Engineer, 3131 Biddle Avenue, Wvandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

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

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

Witness:

Dated: _____, 2012

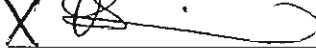
SELLER: City of Wyandotte

By: _____

Its: _____

Its: _____

PURCHASER:

X 

Dated: __JUNE 19TH_____, 2012

PURCHASER'S RECEIPT OF ACCEPTED OFFER










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

Dated _____

_____ L. S

Purchaser

ADDENDUM TO PURCHASE AGREEMENT
FOR PROPERTY KNOWN AS 115 POPLAR
Wyandotte, Michigan

-  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."
-  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.
-  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.
-  19. Purchaser will be responsible for title premium and recording fees, which will be deducted at time of closing.
-  20. This Agreement is contingent upon the approval of the Wyandotte City Council and Michigan State Housing Development Authority (MSHDA).
-  21. Purchaser will cooperate with the seller to provide seller access to Purchaser's monthly utility bills for the next five (5) years.
-  22. Purchaser will be required to sign a Homebuyer Certification and Program Agreement at time of closing.
-  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.

24. Purchaser to execute Easement for 5 ft for maintenance, operating, construction and repairing ~~the~~ underground Electrical wiring. (Kor)

PURCHASER:

 _____

Dated: JUNE 19, 2012

SELLER: The City of Wyandotte



Its: _____



Its: _____

Dated: _____

Attachment "A"

Photo Release Form

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

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

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

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

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

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

 6-19-12

(Applicant's Signature) (Date)

Dorothy Blair

(Printed Name) (Date)

(Co-Applicant's Signature) (Date)

(Printed Name) (Date)

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

(Parent/Guardian's Signature) (Date)

(Parent/Guardian's Printed Name)


HOMEOWNERSHIP EDUCATION

Certificate of Achievement Certifying Completion of the Eight Hour Homebuyer Education for the MSHDA NSP Program

Dorothy Blair



Lighthouse Community Development
HUD Approved Housing Counseling Agency

A handwritten signature in black ink, appearing to read "David Everett".

David Everett

MSHDA Certified Housing Counselor

Date

May 7, 2012

** Certificate is good for one year from the date listed above. **



Application Number: [REDACTED]

Approval Credit Terms

Applicant Name(s): Dorothy G Blair

Property Address: TO BE DETERMINED
THIS PRE-APPROVAL IS NOT VALID FOR REFINANCE TRANSACTIONS

DATE: 6/19/12

Dear Dorothy G Blair:

Congratulations! CCO Mortgage, a division of RBS Citizens, N.A., is pleased to announce that you have been pre-approved for a mortgage loan in the amount of **\$50,875.00** or a maximum monthly housing payment of **\$639.36** (including taxes and insurance). With this letter, you can begin your home search with confidence and demonstrate your purchasing power. Here are the details of your Mortgage pre-approval:

Pre-Approval Date:	08/19/2012	Loan Program:	FHA 30 YR FIXED
Loan to Value (LTV):	42.373	Property Use:	Primary Residence
Property Type:	SFR Detached		

If you have been Pre-Approved with tandem second mortgage financing** along with your Mortgage, below are the details of the second mortgage.

2nd Mortgage Amount:	68,000.00	Combined LTV:	100.000
-----------------------------	-----------	----------------------	---------

** (Second mortgage financing may not be necessary with a higher down payment, please ask your Home Loan Advisor for more details)

Please note this approval is for credit purposes only and is valid through **10/19/2012**. If you need to extend your approval beyond this date, updated information and or credit may be necessary.

If there is any change in your income, credit, or assets as you have provided it to us, CCO Mortgage reserves the right to review any change and base our decision on the new information. This is not a commitment for a loan or for a specific rate.

Mortgage Approval Next Steps

If you decide to make a formal mortgage loan application to our bank, we will provide to you a Good Faith Estimate (GFE) of Settlement Costs within 3 business days. After you have reviewed the GFE, if you decide to move forward with your application you will be requested by the bank to provide verification documentation for your income and debts among other things. This will include a completed sales contract for the property you are purchasing, a satisfactory appraisal of the property, and documentation supporting the income and asset information you provided for your pre-approval. The sooner we receive this documentation, the quicker we can move your loan through processing, approval and on to closing. If you are unable to provide any of this information by **10/19/2012**, please let me know.

Also, if you have any questions about any of the documentation requirements, please do not hesitate to contact me.

Documentation Requirements

The following documentation must be provided in order to complete this loan application.

- Fully executed Purchase and Sale Agreement for no more than \$118,000
- Satisfactory receipt of tax and insurance bills for subject property supporting no more than \$354.16 monthly obligation for real estate owned.
- Satisfactory copy of 2010 & 2011 W-2 for borrower from Paragon supporting gross monthly income of \$1507.85
- Satisfactory copy of most recent paystub for borrower verifying gross monthly Income of \$1507.85 and a year-to-date income amount reflecting a minimum of 30 days
- Satisfactory 2 month(s) bank statements for all assets being used for this transaction with an explanation of any large deposits, to verify sufficient assets to close and reserves of \$1,200
- Satisfactory approval of grant from NSP2 in the amount of \$73,453.46.
- Documentation from NSP2 showing a GRANT for the downpayment of the subject property and the approval is based on a maximum loan amount of \$50,000 with a total housing obligation of no more than \$639.35/month and no more than \$25 per month for total debt
- Satisfactory review of property Title Commitment is required prior to closing.
- Satisfactory Homeowners Insurance Binder verifying sufficient coverage and correct loss payee name and address must be received and approved prior to closing.
- Mortgage Insurance approval evidencing 1.2% coverage
- Borrower(s) to sign IRS Form ☒ 4506 ☐ 8821
- Settlement Agent to pay city, county, school taxes due and payable within 60 days of closing date and reflect payment on correct HUD-1 line number
- Settlement Agent is prohibited from including any form of 'Photo Identification' in the Legal Package forwarded to the Post Closing Department in Richmond, VA
- Fax HUD-1 to the Lender's Closing Department prior to closing. If changes are needed, the Lender requires a revised HUD-1.
- Other than for loans secured by land only sufficient hazard insurance coverage, as described on the Lender's General Instruction to Settlement Agent document
- Settlement Agent to complete notary section with all title holders on last page of the mortgage.

Thank you for trusting us to provide the financing for your new home!

Sincerely,

CCO Mortgage

Loan Officer: **Ilija Prinzevski (NMLS ID: 323826), 33333 W 12 Mile Rd, Farmington, MI, 48334 (734)453-7404**

Loan Processor:

Subject: FW: Dorothy Blair - 115 Poplar MSDHA APPROVAL
From: Santina Daly (sdaly@wyan.org)
To: jerry@downriverrealestategroup.com;
Date: Wednesday, June 20, 2012 10:25 AM

Here you go!

From: Leefers, Jauron (MSHDA) [mailto:leefersj@michigan.gov]
Sent: Wednesday, June 20, 2012 9:33 AM
To: 'Santina Daly'
Subject: RE: Dorothy Blair - 115 Poplar

Santina,

I have received and reviewed the information for Dorothy Blair. The applicant is approved to receive a homebuyer subsidy in an amount greater than \$30,000 for 115 Poplar. This approval is only for 115 Poplar and if Ms. Blair is not the selected buyer for this home and is interested in a different home, her documents will need to be reviewed at that time.

Ms. Jauron K. Leefers

Community Outreach Specialist

Michigan State Housing Development Authority

517.241.0895 (phone) 517.241.6672 (fax)

www.michigan.gov/mshda

From: Santina Daly [mailto:sdaly@wyan.org]
Sent: Thursday, May 31, 2012 12:43 PM
To: Leefers, Jauron (MSHDA)
Subject: FW: Dorothy Blair - 115 Poplar
Importance: High

Hi Jauron,

DOROTHY G. BLAIR
82 FORD STREET
WYANDOM, ME 04092

Be strong and take
all you who hope in the Lord
Psalm 31:24

1987

\$1180.00

One thousand one hundred and eighty / 00

CHARTER ONE

UNITED STATES

[Signature]

MP



DUAL AGENCY DISCLOSURE AND AGREEMENT

The undersigned Seller and Buyer acknowledge that DOWNRIVER REAL ESTATE GROUP (office), through its Sales Agent(s) JERALD MILLER and _____ is undertaking a Dual representation for the sale of the property located at 115 POPLAR, WYANDOTTE, MI 48192. Seller and Buyer acknowledge they were informed of the necessity of this type of representation due to the unique circumstances of this transaction. Prior to signing this contract they are hereby requested to read the following:

This situation presents a potential conflict of interest for our firm, since both of you may rely upon the advice of our Agent(s). It is our policy not to undertake this representation unless we have the written consent of both Seller and Buyer.

Any Agreement between Seller and Buyer as to the final contract price and other terms is a result of negotiations between Seller and Buyer acting in their own best interest and on their own behalf. You acknowledge that DOWNRIVER REAL ESTATE GROUP (office) has explained the implications of common representations including the risk involved and understand that Seller and Buyer have been advised to seek independent advice from their advisors or attorneys before signing any documents in this transaction.

WHAT DOWNRIVER REAL ESTATE GROUP (OFFICE) AND ITS AGENT(S)
CAN DO FOR SELLER AND BUYER WHEN ACTING AS A DUAL AGENT


1. We will treat the Seller and Buyer fairly.
2. We will provide information about the property to the Buyer.
3. We must disclose all Material Facts about the property that are known to us.
4. We will disclose qualifications of the Buyer to the Seller.
5. We can explain real estate terms.
6. We can help the Buyer to arrange for property inspections.
7. We can explain closing costs and procedures.
8. We can provide information about comparable properties that have sold, so the Seller and Buyer may make educated decisions on what price to accept or offer.
9. We will prepare an offer that may include disclosures for the Seller and Buyer.

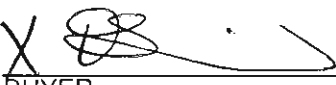
WHAT DOWNRIVER REAL ESTATE GROUP (OFFICE) AND ITS AGENT(S)
CANNOT DISCLOSE TO SELLERS AND BUYERS


1. We cannot disclose confidential information that we may know about the Seller and/or Buyer, without written permission of the Seller and/or Buyer.
2. We cannot disclose the price the Seller will take other than the listing price without written permission of the Seller.
3. We cannot disclose the price the Buyer is willing to pay without written permission of the Buyer.
4. We cannot recommend or suggest a price the Buyer should offer.
5. We cannot recommend or suggest a price the Seller should counter and offer.

If either Seller or Buyer feels uncomfortable with this disclosure agreement, please let us know. Otherwise, we ask for the Seller's and Buyer's permission to act as a Dual Agent in this transaction.

By acknowledging below, you do approve and agree that DOWNRIVER REAL ESTATE GROUP (office), and its Agent(s) may act as Dual Agents in this transaction.

 SELLER _____ DATE _____
JOSEPH R. PETERSON, MAYOR

 06/19/2012
BUYER _____ DATE _____
DOROTHY BLAIR

 SELLER _____ DATE _____
WILLIAM R. GRIGGS, CITY CLERK

BUYER _____ DATE _____

Rev. 06/02

Downriver Real Estate Group 1644 Ford Ave Wyandotte, MI 48192
Phone: 734.284.8888 Fax: 734.284.8307 Jerald Miller



Disclosure Regarding Real Estate Agency Relationships

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

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

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

SELLER'S AGENTS

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

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

BUYER'S AGENTS

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

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

DUAL AGENTS

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

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

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

TRANSACTION COORDINATOR

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

DESIGNATED AGENCY

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

LICENSEE DISCLOSURE (Check one)

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

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

AFFILIATED LICENSEE DISCLOSURE (Check one)

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

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

Licensee **JERALD MILLER**

June 19, 2012

Date

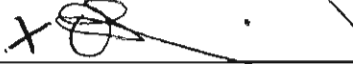
Licensee

Date

ACKNOWLEDGMENT



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

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


Potential ☒ Buyer ☐ Seller (check one)
DOROTHY BLAIR

June 19, 2012

Date

 
Potential ☐ Buyer ☒ Seller (check one)
CITY OF WYANDOTTE

Date

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

EASEMENT

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

The five (5) foot wide strip of land described as the west five (5) feet of Lot 6, Plat of Part of the City of Wyandotte, Block 66 as recorded in Liber 57 Page 5 Wayne County Records

Said easement is over a part of the property commonly known as 115 Poplar, Wyandotte, Michigan.

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

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

Dated this _____ day of _____, 2012.

Signed, sealed and witnessed
In the presence of:

Signed and Sealed:

Dorothy Blair

STATE OF MICHIGAN)

SS

COUNTY OF)

On this _____ day of _____, A.D., 2012 before me, a Notary Public, in and for said County, personally appeared Dorothy Blair, a single woman, to me known to be the persons described in and who executed the forgoing instrument and acknowledge that they executed the same as their free act and deed, and represented that they is 18 years of age or older.

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

Drafted by and when recorded return to:

William R. Look, Attorney at Law, 2241 Oak Street, Wyandotte, Michigan 48192

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND COUNCIL that Council concurs with the recommendation of the City Engineer dated June 20, 2012, regarding the sale of the home at 115 Poplar, Wyandotte, Michigan; AND

BE IT FURTHER RESOLVED that Council accepts the offer to purchase from Dorothy Blair, to acquire the property at 115 Poplar in the amount of \$118,000 with a homebuyer subsidy of \$67,125.00 and a mortgage of \$50,875.00; AND

BE IT FURTHER RESOLVED that Purchase is required to execute and Easement Agreement for the five (5) foot wide strip of land for constructing, operating, maintaining and repairing the underground electrical wiring for the decorative light; AND

BE IT FURTHER 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.

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

June 20, 2012

The Honorable Mayor Joseph R. Peterson
And City Council
City Hall
Wyandotte, Michigan

Dear Mayor Peterson and City Council Members:

This letter is to update the Council on the following projects:

Dr. Abrahamson Project - 3249 Biddle Avenue: There is a court date scheduled for Thursday, June 21, 2012, for condition of property. As of the date of this letter, Dr. Abrahamson is working towards the construction of a new commercial building at this site.

MJC Templin - 2080 Biddle Avenue: Foundation to start on Tuesday, June 26, 2012 per the Agreement with the City needs to be completed by July 1, 2012.

Dr. Atto's Project - 2300 Biddle Avenue: The plans have been submitted to the Engineering Department and a plan Review has been completed, awaiting for changes to be made to the plans to issue the permits and close on the property.

Very truly yours,

Mark A. Kowalewski
City Engineer

MAK:kr



PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding updates to project is hereby received and placed on file.

OFFICIALS

William R. Griggs
CITY CLERK

CITY TREASURER
Andrew A. Swiecki

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

June 18, 2012

The Honorable Mayor Joseph R. Peterson
and City Council
City Hall
Wyandotte, Michigan

Dear Mayor and Council Members:

Attached please find Purchase Agreements for the City to acquire the following properties:

874 Vinewood	\$25,000.00	TIFA Area Funds – Single Family Dwelling
2946 7 th Street	\$41,400.00	TIFA Area Funds – Commercial Building/Bar

If this meets with your approval, I recommend that the Department of Legal Affairs be directed to prepare the necessary sale documents and the Mayor and Clerk be authorized to execute same.

I further recommend that the undersigned be authorized to demolish same.

Very truly yours,

Mark A. Kowalewski
City Engineer

MAK:kr

Attachment



CITY OF WYANDOTTE
ENGINEERING DEPARTMENT

*** ACQUISITION ANALYSIS TOOL**

A. Property Information

Address: 874 Vinewood
City: Wyandotte Zip: 48192 Parcel ID: 57-013-20-0006-000
County: Wayne
TIFA/DDA/HUD: TIFA Neighborhood:

B. Property Type, Condition and Characteristics

Property Type: Other Condition: Blighted
Existing/Prior Use: Residential
Year Built: 1929 Lot Size: 30' x 100'
Occupancy: Vacant
Zoning: RA
Master Plan: Residential
Comply with existing Building Code:
Other Amenities &/or Concerns:

C. Property Ownership

Ownership Type: Privately-owned
Owner Name: Roberta Gregunich
Occupied or Vacant Occupied

D. Environmental

Environmental Assessment Required no
Estimated Cost \$ -

E. Cost Analysis Requirements

SEV	Taxable	Market Value	Taxes Paid	Purchase Price	Demolition Cost
\$28,900	\$28,900	\$57,800	\$1,495	\$ 25,000.00	7,000.00

F. Anticipated End Use

Future Use: Combine with adjacent City-Owned property known as 870 Vinewood for construction of a
new single family home Lot Size: 60 x 100'

	Future SEV	Future Taxable	Future Market Value	Future Taxes	NEZ Future Taxes
	\$91,200	\$91,200	\$8,000	\$4,377	no

Benefit to Neighborhood Removing an eyesore from the neighborhood. And continuing the redevelopment of the area
by constructing a new single family home

G. ACQUISITION

Purchase Agreement:	Amount
	\$ 25,000.00
Demolition Cost	\$ 7,000.00
Environmental	\$ -
Total	\$ 32,000.00

H. APPROVALS

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

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

OFFER TO PURCHASE REAL ESTATE

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

City
Township of
Village

Wyandotte, Wayne County, Michigan, described as follows:
Lot 6 Moore's Subdivision as recorded in Liber 25 page 9 Wayne County Records

being known as
874 Vinewood Street, together with all improvements and appurtenances,
including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna,
gas conversion unit and permit _____ if any, now on the premises, and to pay
therefore the sum of Twenty-Five Thousand (\$25,000.00) Dollars, subject to the existing
building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY: A

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

<i>Cash Sale</i>	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
<i>Cash Sale with New Mortgage</i>	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
<i>Sale to Existing Mortgage</i>	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
<i>Sale on Land Contract</i>	D. Payment of the sum of _____ Dollars, in cash or city check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.
<i>Sale to Existing Land Contract</i>	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
<i>Time of Closing</i>	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Purchaser is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
<i>Purchaser's Default/ Seller's Default</i>	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<i>Title Objections</i>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Possession</i>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u> If the Seller occupies the property, it shall be vacated on or before _____ closing From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

<p>Taxes and Prorated Items</p>	<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>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p>
<p>Broker's Authorization</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> <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>

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

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

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.

Additional conditions, if any: 1. Contingent upon City Council approval, 2. Seller agrees not to enter into any third party agreements including with any telecommunications companies wishing to install equipment on said property prior to closing, 3. Closing to take place after October 1, 2012

Dated _____ Phone: _____

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

Dated _____ L. S.
Purchaser

**CITY OF WYANDOTTE
ENGINEERING DEPARTMENT**

✱ ACQUISITION ANALYSIS TOOL

A. Property Information

Address: 2946 7th Street
 City: Wyandotte Zip: 48192 Parcel ID: 67-015-14-0008-000
 County: Wayne
 Neighborhood:
 TIFA/DDA/HUD: TIFA

B. Property Type, Condition and Characteristics

Property Type: Other Condition: Blighted
 Existing/Prior Use: Commercial Lot Size: 30' x 100'
 Year Built:
 Occupancy: Vacant
 Zoning: I-1
 Master Plan: Industrial
 Comply with existing Building Code:
 Other Amenities &/or Concerns:

C. Property Ownership

Ownership Type: Privately-owned
 Owner Name: Joanne Halapin
 Occupied or Vacant Vacant Bldg

D. Environmental

Environmental Assessment Required \$2,500.00
 Estimated Cost \$ -

E. Cost Analysis Requirements

SEV	Taxable	Market Value	Taxes Paid	Purchase Price	Demolition Cost
\$20,300	\$16,150	\$40,600	\$1,098	\$ 41,400.00	10,000.00

F. Anticipated End Use

Future Use: Sell to the School District



Future SEV	Future Taxable	Future Market Value	Future Taxes	NEZ Future Taxes
\$0	\$0	\$0	\$0	no

Benefit to Neighborhood Removing an eyesore from the neighborhood

G. ACQUISITION

Purchase Agreement:	Amount
	\$ 41,400.00
Demolition Cost	\$ 10,000.00
Environmental	\$ 5,000.00
Total	\$ 56,400.00

H. APPROVALS

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

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

OFFER TO PURCHASE REAL ESTATE

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

City
Township of
Village

Wyandotte

Wayne

County, Michigan, described as follows:

Lot 8 Roehrig's Subdivision of Block 199, as recorded in Liber 25, Page 2 of Wayne County Records

being known as
2946 7th 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 Forty-one Thousand Four Hundred (\$41,400.00) Dollars, subject to the existing
building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY: A

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

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
Cash Sale with New Mortgage	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.
Sale to Existing Mortgage	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.
Sale on Land Contract	D. Payment of the sum of _____ Dollars, in cash or city check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum, and which DO, DO NOT include prepaid taxes and insurance.
Sale to Existing Land Contract	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.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Purchaser is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default/ Seller's Default	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.
Title Objections	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.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u> If the Seller occupies the property, it shall be vacated on or before <u>closing 6 months after closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

<i>Taxes and Prorated Items</i>	<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>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, <i>Fiscal Year</i> 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>
<i>Broker's Authorization</i>	<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. Seller agrees not to enter into any third party agreements including with any telecommunications companies wishing to install equipment on said property prior to closing

ADDENDUM TO PURCHASE AGREEMENT
2946 7th STREET
WYANDOTTE, MICHIGAN

12. ENVIRONMENTAL LIABILITY:

- a. To comply with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 US 9601 et seq, the Seller grants reasonable access to the premises to the Purchaser prior to closing and the Purchaser shall contract with a qualified Environmental and Ecological System Testing Firm to conduct a Level I Environmental Audit of subject property. In the event such audit discloses site contamination as defined in CERCLA, then Seller shall remove said contaminants, at Seller's cost (subject to b below), which costs shall include the costs for a Level II audit and re-certification of contaminate removal after the removal.
- b. If an environmental audit indicates the possible presence of contaminants, and Seller elects not to remove the same as required, then anything herein to the contrary notwithstanding, Purchaser or Seller may declare the Agreement null and void and Purchaser shall be entitled to a refund of moneys paid hereupon, including a reimbursement to be paid by the Seller to Purchaser of 50% of the cost (not to exceed \$2,500) for the Level I Audit.
- c. If Seller agrees to the removal of the contaminants from the property, the time incurred from Seller's notification of contaminants to the date of re-certification shall extend the time Purchaser has been granted to complete the closing of this transaction.

CITY OF WYANDOTTE, *Purchaser*

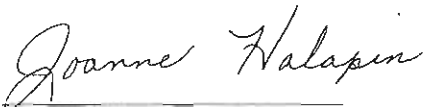
Dated _____

JOSEPH R. PETERSON, *Mayor*

WILLIAM R. GRIGGS, *Clerk*

SELLER:

6-15-12
Date:



Joanne Halapin

PROPOSED RESOLUTION

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 874 Vinewood in the amount of \$25,000.00 to be appropriated from TIFA Area Funds;
AND

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

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

PROPOSED RESOLUTION

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 2946 7th Street in the amount of \$41,400.00 to be appropriated from TIFA Area Funds;
AND

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

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

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keeln
CITY ASSESSOR



JOSEPH R. PETERSON
MAYOR

COUNCIL

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

Reports
+
minutes

June 25, 2012

Wyandotte, Michigan June 18, 2012

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

ROLL CALL

Present: Councilpersons Browning, DeSana, Fricke, Galeski, Sabuda, Stec

Absent: None

COMMUNICATIONS MISCELLANEOUS

May 27, 2012

Dear Honorable Mayor Peterson and Distinguished Council Members,

With interest I watched the recent Wyandotte council meeting being addressed by one of my neighbors, Mr. Marvin Scanlon, 95 Oak, and his concern over water seeping into his residence, presumed from the alley I own adjacent to his property and attached to 2922 Biddle. I was surprised by Mr. Scanlon's feeling that little was being done to help remediate the situation as there was an action plan agreed upon by Mr. Scanlon, his wife, City Engineer Mr. Mark Kowalewski, my agent and the tenant at 2922 Biddle.

A very brief history; all adjoining neighbors buildings including Mr. Scanlon, Mr. Dan Murray, Mr. Greg Hornsby and Merrill Lynch empty their entire roof gutter systems into the alley abutting Mr. Scanlon's property. This alley is privately owned and attached to 2922 Biddle, which is owned by me. Due to the large amount of roof drainage, it has been necessary over the years to place gravel in this alley to keep building foundations in place and have the alley usable. Mr. Scanlon's gutter system actually empties within a foot of his door which leads into his building where much of the seepage is taking place, per Mr. Scanlon.

Based on a site visit by Mr. Kowalewski, Mr. and Mrs. Scanlon, and my agent, it was agreed that the draining gutters (Mr. Scanlon's roof alone is over 6000 square feet draining into the alley) was the primary cause of water in the alley. Mr. Kowalewski proposed an excellent remedy, in everyone's opinion at the time, to place a catch basin in the middle of the alley and we would, at my cost, contour the alley toward the drain. One of my neighbors, Mr. Dan Murray, is taking this opportunity to waterproof his basement. It is the intent of the tenants at 2922 Biddle to ultimately have an outside eating in this alley adjacent to their restaurant.

While it is known that all the above owners are in violation of City Ordinance by diverting water from their property onto my property, I do not intend, at this time, to ask for enforcement as the cost to my neighbors to re-gutter and reroof would be an extraordinary expense. I also feel it would be silly for me to ask for a hold harmless from my neighbors for any damage they may deem coming from their roof gutter system emptying onto my property which may ultimately enter their property. I believe Mr. Kowalewski's remedy is proper and ask for continued action toward that goal.

Thank you,
Marie Stevenson, 27359 West River, Grosse Ile, MI 48138

June 11, 2012

Dear Mayor Peterson and Council:

We are writing to ask you to support the closure of Biddle Avenue from Oak Street to Sycamore on Friday, October 19, 2012, from 1 p.m. to 10 p.m. for our "Pink Party in Town" celebration that will end our 1st Annual "Paint the Town Pink" campaign.

This campaign is a community-wide effort to raise awareness of the importance of breast cancer prevention with annual mammography; to celebrate breast cancer survivors; and to remember those we have lost to this terrible disease.

As members of our downtown district, we have the unique opportunity to integrate important educational messages into a woman's daily routines as she shops and dines at the many businesses in our town.

From October 1st through October 19th, as women visit Wyandotte, they will see each participating "Pink Partner's" storefront decorated with balloons, streamers, lights, mylar curtains, glitter, fringe, pink polka dots, feathers, and "all things pink"!

They'll be asked to pledge to have their annual mammogram and given an opportunity to contribute toward another woman's mammography through pink donation "Pinky-Banks".

In addition to making sure their windows and store fronts are appropriately decked out in pink, the participating Pink Partners will decorate their tree with pink ribbons and participate in the "Bras for a Cause" competition. Many will provide services within their businesses to educate women on proper self-examination, and provide links to breast cancer resources available within our community.

This themed series of events will include "Celebrate Survivor Saturdays", a "Memory Walk" and will end on 3rd Friday with a PINK PARTY IN TOWN –which will perfectly complement the other festivities that night.

One primary reason for our requested street closure is to allow us to sell wine from Michigan wineries, and beer from local beer crafters to provide refreshments for this "grand finale" event. Very important: Any and all profits from these sales will go directly to the DDA Promotions and Design Committee for future LOVE WYANDOTTE marketing efforts. Only preliminary work has been done on this front, so details are forthcoming, but this is a major request and we wanted it on the calendars early. We also wanted to spread the word as early as possible and get people throughout town excited and eager for October!

Respectfully submitted,
Peter Rose, for the "Tatas Task Force" and the Paint the Town Pink Committee

June, 2012

Mayor Peterson and Wyandotte City Council Members:

An almost 20-year old issue of Wyandotte Community Alliance owing \$60,000 to the city UDAG fund needs to be resolved. The current WCA Board (re-activated by Mayor DeSana in 2005) was approached in December of 2008 by Mr. Drysdale regarding this issue. WCA provided the information he requested at that time. In March of this year Kelly Roberts from Engineering brought the issue up again to WCA at Mr. Drysdale's request. Based on her concerns WCA did further research on the issue and found the attached information in the files of the former WCA Board from 1986 up to 2005.

(1) Based on the attached information, WCA members contend that the 1993 \$60,000 from city UDAG funds was a GRANT. It was to be paid back if WCA was no longer actively reinvesting their funds to benefit the City of Wyandotte as stated in the WCA By-Laws which state "In the event of dissolution, all assets, real and personal, shall be distributed to the City of Wyandotte" (Article XII-Dissolution).

(2) Based on the attached information, WCA Board members also contend that the 1995 \$30,000 from city UDAG funds was a LOAN. This loan was to be paid back upon the sale of the first of two homes on McKinley Street. The loan was repaid to the city on 4/4/1995.

Not being involved in either transaction, this current WCA Board must rely on past paperwork as the basis for these decisions. (Please note: Our contentions are also supported thru conversations with former WCA Board members Lyons, Feeger, and Milewski.) No paperwork was located referring to the 1993 money as anything but a grant and never referred to it as a loan as was done with the 1995 paperwork. There is nothing in writing in the WCA past files to indicate a payback clause, time frame/schedule, or any repayment request for the 1993 grant money. Our question then becomes, "Why when 1995 loan money was given to WCA and then repaid to the city UDAG fund, 1993 money was not also requested to be repaid since it was given to WCA prior to the 1995 money?"

WCA is asking the Mayor and Council to review the information provided by WCA. WCA would like to be resolved of any further obligation to pay any more money to UDAG unless the group dissolves when "all remaining assets, real and personal, shall be distributed to the City of Wyandotte", as per our By-Laws.

In your deliberations of this issue, please consider the following:

1. All WCA funds and personal efforts are dedicated to the betterment of the City of Wyandotte.
2. It is never a priority for WCA to make a profit on every project! WCA's records show since 1989, all money gained or lost on a project has been absorbed solely by WCA whose funds are still supporting great projects like the recent Maple Street renovation.
3. WCA donated \$40,000 to the rehabilitation of the Burn's House. We also provided a hands-on Manager for this project.
4. WCA uses Wyandotte vendors and contractors. We recycle and reuse building materials. We continually strive to incorporate the best products for the best cost on every project.
5. We currently work on one project at a time. The ability of WCA to accept another project is predicated on our financial status following our last project.

Wyandotte Community Alliance looks forward to working with the City on future projects. We appreciate your kind consideration of this matter and will accept your decision(s) on the issue.

Sincerely,

Lee Williams, WCA Chairman, 246 Sycamore, Wyandotte, Michigan 48192

PERSONS IN THE AUDIENCE

Robert Benson, 404 Vinewood, regarding 11-16-1993 Resolution, \$30,000 loan, feels loan was to be paid back. Grant \$60,000. Had no repayment date.

Old Time Ballplayers, July 1, 2012, 2PM at Memorial Park, money will be donated to Lion, Tigers and Beers.

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

June 14, 2012

To: Honorable Mayor and City Council
 From: Department of Legal Affairs
 R • Addressing City Council by the Public

Dear Mayor and City Council:

I was directed to report on the status of the law concerning personal attacks made by the public at a public meeting. The Open Meetings Act indicates that a person shall be permitted to address a meeting of the public body under rules established and recorded by the public body. The courts have interpreted the purpose of the Open Meetings Act to promote governmental accountability by facilitating public access to official decision making and to provide a mechanism through which the general public may understand issues and decisions of public concern.

The attorney general has noted that historically the public's right to attend the meeting of a public body was limited to the right to observe and hear the proceedings so as to be informed of the manner that decisions are made. The attorney general indicates that the Open Meetings Act provides an additional right for the public to address the body subject to rules established and recorded by the public body. The rules generally would cover the length of time a person may address the public body, the time in a meeting when the public may address the public body, the requirement of identification of the speaker (name and address) prior to addressing the public body, and reasonable rules to make sure the meeting is conducted in an orderly and proper manner.

With regards to the issue of "personal attacks", the city council may adopt a rule which prohibits a person from using the council's and public's time to make a personal attack upon an individual. However, this does not prohibit a person from referring to a manner in which an elected official carries out his or her duties. When the attack is totally unrelated to the manner in which the elected official performs his or her duties, then said attack may be prohibited by the public body's rules. The Michigan courts have noted that comments by a citizen during a public meeting are not absolutely privileged merely because the comments are made during a meeting and may involve a public matter.

The U.S. Supreme Court has ruled that "fighting words" which are words which by their utterance inflict injury or tend to incite an immediate breach of the peace are excluded from first amendment protection. The U.S. Supreme Court ruled:

"There are certain well-defined and narrowly limited classes of speech, the prevention and punishment of which have never been thought to raise any constitutional problem. These include the lewd and obscene, the profane, the libelous, and the insulting or "fighting" words those which by their very utterance inflict injury or tend to incite an immediate breach of the peace. It has been well observed that such utterances are no essential part of any exposition of ideas, and are of such slight social value as a step to truth that any benefit that may be derived from them is clearly outweighed by the social interest in order and morality." Chaplinsky vs. New Hampshire.

The city currently has a recorded policy about addressing a meeting as set forth in the attached council resolution dated July 12, 2005, and as found on the city's website entitled "Addressing the Council". Perhaps this policy should be clarified to define what is meant by a personal attack. For example, the definition could include the calling of names, disparaging a person's character or any other similar type activity which is unrelated to the manner in which the elected official performs his or her duties. In addition, the city council may wish to consider expanding this policy to prohibit personal attacks on any individual whether present at the meeting or not and to require the comments to be addressed so that proper decorum will be maintained.

Respectfully submitted,
 Department of Legal Affairs
 LOOK, MAKOWSKI and LOOK, P.C.
 William R. Look

June 14, 2012

Mayor Joseph Peterson and City Councilmembers
3131 Biddle Avenue
Wyandotte, Michigan 48192

Re: SUSHI BAR 130 MAPLE

Dear Mayor Peterson and Councilmembers:

The following was received and addressed in the Wyandotte City Clerk's Office; due to the new law that took place in April, 2012 at the State level relative to the processing of new liquor license requests.

Request from Japanese & American Bistro to transfer ownership of a Class C 2012 SDM licensed business including Sunday Sales and Dance Permit from the Maveric Saloon; Wild B Corporation 2946-7th to 130 Maple Street, Wyandotte, Michigan, Wayne County.

Said request has been forwarded to Engineering, Municipal Service, Fire, Police, Treasurer and Legal Departments.

In view of the above, said application is being forwarded to you for your consideration.

Sincerely yours,

William R. Griggs, City Clerk

June 14, 2012

Mayor Joseph Peterson & City Council Members City of Wyandotte
Michigan

Dear Mayor Peterson & City Council:

The Wyandotte Board of Education now requires that all organizations using their facilities sign a Hold Harmless Agreement. The accompanying agreement is for use of the Roosevelt High School swimming pool by the Recreation Department for the period of June 25 thru August 17, 2012.

Please authorize the Mayor and City Clerk to sign this agreement so the Recreation Department can operate this facility for their summer swim programs.

Sincerely yours,

James R. Knopp, Superintendent of Recreation

June 13, 2012

The Honorable Joseph R. Peterson, Mayor and City Council Members
3131 Biddle Avenue, Wyandotte, Michigan 48192

Dear Mayor Peterson and City Council Members,

Attached for your review and approval is the Second Amendment to the lease agreement with Henry Ford Wyandotte Hospital (HFWH) for the 4th Floor of the city-owned building located at 3200 Biddle Avenue. As you are aware, HFWH vacated the 3rd Floor of 3200 Biddle at the end of February, 2012. This Amendment provides for the following:

1. An extension of the 4th Floor lease for three (3) years.
2. Average monthly rent over the three (3) year period of \$16,820. This includes one (1) month free rent for HFWH to install new carpet and paint for the leased premises.
3. Tenant agrees to pay 25.00% of operating expenses.

The undersigned recommends concurrence with this Amendment to the lease agreement with HFWH.

Sincerely, Todd A. Drysdale, City Administrator

June 13, 2012

The Honorable Mayor Joseph R. Peterson and City Council Members
3131 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Council Members,

The Wayne County Board of Public Works has submitted the sewage disposal rates effective July 1, 2012, for approval by the Wayne County Commission. The proposed rates represent an imputed increase of 0.36% from the prior year's rate.

In order to meet current City obligations, the following sewage rate per million gallons is being recommended:

Operation and Maintenance	\$1,586.40
Debt Service	845.27
Replacement	283.74
Meter Loss	31.09
Collection Cost	50.50
Total	\$2,797.00

The proposed sewage rate represents no increase from the rate established in the prior year. The average annual rate increase since 1997 is 4.49%.

The proposed sewage rate would continue to place the City of Wyandotte as the second lowest sewage rate out of the thirteen communities that utilize the Wyandotte Wastewater Treatment Plant (Attachment C). Also, enclosed on Attachment D is the conversion calculation from million cubic feet to million gallons.

If there are any questions or concerns, please do not hesitate to contact the undersigned.

Sincerely,
Todd A. Drysdale, City Administrator

June 14, 2012

The Honorable Joseph R. Peterson, Mayor and City Council Members
3131 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Council Members,

Attached for your review and approval are necessary 2012 Fiscal Year budget amendments required to meet General Fund and Special Revenue Fund obligations. The attached budget amendments also keep the City in compliance with Public Act 621 of 1978.

The amendments are also part of the commitment in the Mission Statement of the City of Wyandotte's Strategic Plan 2010-2015 that states we will comply with all the requirements of our laws and regulations.

The undersigned recommends that the City Council approve the budget amendments as outlined on Attachment A of this communication. If you should have any questions, comments or concerns, please do not hesitate to contact me.

Sincerely,

Robert J. Szczechowski
Deputy Treasurer/Assistant Finance Director

Thursday, June 14, 2012

Honorable Mayor Joseph Peterson & City Council Members 3131 Biddle Avenue
Wyandotte, Michigan 48192

Dear Honorable Mayor Joseph Peterson & City Council Members -

Please find attached the contracts (see below) for the Wyandotte Street Art Fair, July 11th - 14th. We feel that these groups, as well as the many free entertainment groups, will provide excellent entertainment and will help make our downtown a destination of choice for residents of not only Southeast Michigan, but to the numerous visitors from various States who are attending our Art Fair.

July 13th - 4 pm to 6 pm - Wisteria - \$500
July 14th - 7 pm to 8:30 pm - The Hand Grenades - \$500
July 14th - 9:30 pm to 11 pm - The Rushmore's - \$850
July 11th - 7 pm to 8 pm - American Mars - \$500

We appreciate your approval of this contract and support of our Department of Recreation, Leisure & Culture events.

Sincerely yours,

Heather A. Thiede, Special Event Coordinator

Thursday, June 14, 2012

Honorable Mayor and City Council 3131 Biddle Avenue
Wyandotte, MI. 48192

Honorable Mayor and City Council Members,

My office was contacted by a member of Opportunity Grosse Ile regarding the need for the Columbus Foundation to have their replica tall ships, the Nina and the Pinta dock at our park for July 5th through the 9th. I have attached the documents that I received relating the details on the ships' time here and the needs they requesting. I have contacted the Municipal Service Department about using the area and they have no issues.

I would like permission to move forward and contact the necessary city departments to potentially have these ships come down to our city. We feel that having these ships will be a great addition to the summer events downtown Wyandotte.

We respectfully request that you consider -approval of this event. Please feel free to contact me if you have any questions.

Thank you very much,

Heather A. Thiede, Special Event Coordinator

Thursday, June 07, 2012

Honorable Mayor Peterson and City Council Members 3131 Biddle Avenue
Wyandotte, Michigan 48192

Dear Honorable Mayor Peterson and City Council Members:

The Special Event and Historical and Cultural Museum staff are currently planning our special events for 2012. Moving forward into event season, we are seeking approval to once again work with the Marine Corps League of Downriver to assist as beer ticket sellers in the Riverfront beverage area, during the 2012 Wyandotte Street Art Fair, July 11th through the 14th.

The Marine Corps League will work with the St. Pius Men's Club at the fair and will be trained on procedures by the St. Pius Men's group and the Wyandotte Jaycees. This contract has been reviewed and approved by City Attorney, Mr. William Look.

Please consider further endorsement of this contract by Mayor Peterson and the City Clerk, Mr. Griggs.

We appreciate your continued support of special event programming in the City of Wyandotte. Thank you very much!

Heather A. Thiede, Special Event Coordinator

June 13, 2012

The Honorable Mayor Joseph R. Peterson And City Council
City Hall
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Council Members:

Recently, the City accepted an easement for the purpose of maintaining the public sewer in the private alley behind the properties at 2912 Biddle and 2920 - 2922 Biddle Avenue.

Currently, there is roof drainage from 93-95-97 Oak Street, and 2924-2932 Biddle Avenue directed onto this private alley, as well as the owner's roofs at 2912 Biddle Avenue and 2920-2922 Biddle Avenue. This has occasionally caused water to enter 93 Oak Street via their doorway on the east side of their building opening onto the private alley. The City partially cameraed the public sewer and discovered a protruding tap into the public sewer main. Municipal Services has installed underground electrical in the center of the alley.

Therefore, I recommend the City install a catch basin in the vicinity of the doorway of 93 Oak Street. Further, during the installation of the catch basin the City can coordinate the removal of the protruding tap and televise the remainder of the public sewer.

The Owner of 2922 Biddle Avenue is in the process of designing and receiving approval for an outdoor café in their private alley. The Engineering Department would coordinate the sewer work at the same time as the construction of the outdoor café.

Very truly yours,
Mark A. Kowalewski, City Engineer

June 12, 2012

The Honorable Mayor Peterson And Council Members
City Hall, Wyandotte, Michigan

Dear Mayor and Council Members:

On June 11, 2012, proposals were opened and read aloud in the City of Wyandotte Council Chambers for File #4580-2012 Block Grant HMA Street Concrete Base Repair and Resurfacing Program. A tabulation of the proposals is attached.

The undersigned recommends acceptance of the proposal from Century Cement Co Inc, Riverview, Michigan, in the amount of \$127,855.50 as being the best bid received meeting specifications.

The HMA concrete street base repair and resurfacing costs will be paid from the Block Grant Street Resurfacing Fund Account #283-200-875.706 (\$116,778.00) and, TIFA Street Fund Account #492-200-825.460 (\$11,077.50).

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.

Very truly yours,
Mark A. Kowalewski, City Engineer

June 12, 2012

The Honorable Mayor Peterson And Council Members
City Hall
Wyandotte, Michigan

Dear Mayor and Council Members:

On June 11, 2012, proposals were opened and read aloud in the City of Wyandotte Council Chambers for File #4581-2012 HMA Street Concrete Base Repair and Resurfacing Program. A tabulation of the proposals is attached.

The undersigned recommends acceptance of the proposal from Century Cement Co Inc, Riverview, Michigan, in the amount of \$419,256.00 as being the best bid received meeting specifications.

The HMA concrete street base repair and resurfacing costs will be paid from the Local Street Fund Account #203-440-825.460 (\$92,234.00) and, TIFA Street Fund Account #492-200-825.460 (\$327,022.00).

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.

Very truly yours,
Mark A. Kowalewski, City Engineer

June 14, 2012

The Honorable Mayor Joseph R. Peterson and City Council
City Hall
Wyandotte, Michigan

Re: Sale of City-Owned Property

Dear Mayor Peterson and City Council Members:

At a recent City Council meeting your Honorable Body passed a Resolution accepting the proposals submitted by Coachlight Properties LLC to purchase the City-owned property at 936 Ford Avenue for \$1.00. Attached please find an Offer to Purchase Real Estate for same. This Offer contains the following requirements:

(A). The Purchaser is required to complete the following items within six (6) months of the time of closing:

- Cultured stone to window sill or a minimum of 36" in height and dryvit on remainder of building with decorative lights on building
- Replace windows on street side with glass block, four (4) new windows on parking lot side with awnings on parking lot side only.
- Paving parking lot with concrete, landscaping with sprinkler system and decorative lighting. Parking lot plan to be approved by the Planning Commission.
- Remove 10' of the building from the front property line, no new structures within this ten (10) feet
- Construct a minimum of 225 square foot rear addition
- Complete infrastructure for monument sign
- Obtain Temporary Certificate of Conformity as set forth in Paragraph 16.

(B). The Purchaser is required to complete the following upon leasing of property:

- Complete interior renovations
- Construct Monument Sign on property
- Complete any and all items to bring property up to code

If you concur with this recommendation the attached Resolution will authorize the Mayor and City Clerk to execute the necessary sales documents and the Legal Department to prepare the necessary closing documents.

Very truly yours,
Mark A. Kowalewski, City Engineer

June 7, 2012

The Honorable Mayor Peterson and City Council
City Hall
Wyandotte, Michigan

RE: 3455 11th Street Sidewalks

Dear Mayor Peterson and Council Members:

At the City Council Meeting of April 30, 2012, the communication from Mr. & Mrs. Craig Stanley at 3455 11th Street was referred to the undersigned.

The attached photos are of the subject property immediately after a significant rain storm. As the pictures show, even though there is piping directing rain from the roof to the subject sidewalk, the only problem area is near the alley approach.

These sidewalks will be removed and pitched to correct this pounding issue.

Very truly yours,
Mark A. Kowalewski, City Engineer

June 13, 2012

The Honorable Mayor and City Council, City Hall
Wyandotte, Michigan 48192

Dear Mayor and Council Members:

Please find attached list of services performed by the City of Wyandotte that have not yet been paid. The services were adjusted to include a minimum charge of fifty dollars (\$50.00). In accordance with Section 222 of the City Charter, said charges should be placed as a special assessment against property.

Very truly yours,
Mark A. Kowalewski City Engineer

June 12, 2012

The Honorable Mayor Joseph R. Peterson And City Council
City Hall, Wyandotte, Michigan

RE: 3332 12th Street Wyandotte, MI

Dear Mayor Peterson and Council Members:

On February 15, and April 18, 2012, Show Cause Hearings were held in the Engineering and Building Department regarding the deteriorated, dangerous and unsafe dwelling at 3332 12th Street, Wyandotte, Michigan. Attached are minutes of the Hearings and Property Maintenance letter dated August 8, 2011.

At the hearings it was determined and ordered that the dwelling, due to the described conditions and property maintenance violations, should be demolished or brought up to code by May 15, 2012. As of today's date, the order has not been complied with.

Therefore in accordance with Section PM-107.6 Filings of findings, the undersigned requests that your Honorable Body set a hearing to show cause why the dwelling and garage should not be demolished in accordance with Section PM-107.7 Council Action, of the Wyandotte Property Maintenance Code.

Very truly yours,
Lou Parker, Hearing Officer

June 12, 2012

The Honorable Mayor Joseph R. Peterson And Council Members
City Hall
Wyandotte, Michigan

Dear Mayor Peterson and Council Members:

On June 4, 2012, proposals were opened and read aloud in the Council Chambers for File #4577 - 2012 Sanitary Sewer Repair and Storm Sewer Construction. A tabulation of the proposals with additional information is attached.

Blade Action Inc. was the apparent low bidder at \$241,228.00. However, Blade Action has advised the Engineering Department that errors and omissions had been made in the bid and they have requested that their bid be withdrawn. This Department then contacted G. V. Cement, and they have stated that they can perform the work in accordance with the Contract Specifications. Therefore, the undersigned recommends that the proposal from G. V. Cement Contracting Co., of Brownstown, Michigan, in the amount of \$346,884.60 be accepted as being in the best interest of the City and being the best bid received meeting specifications.

The sewer replacement costs will be paid from the Sewer Fund Operation, Maintenance and Replacement Budget Account #590-200-926.310. A budget amendment in the amount of \$180,000.00 is further requested.

Very truly yours,
Mark A. Kowalewski, City Engineer

June 12, 2012

The Honorable Joseph R. Peterson and City Council
City Hall
Wyandotte, Michigan

RE: Former 1136 Oak Street 50' x 150'

Dear Mayor Peterson and Council Members:

Enclosed please find a proposal for the development of the former 1136 Oak Street, Wyandotte from J. P. Karas. The proposal is for the construction of an 888 square foot home with a full basement, two (2) bedrooms, one (1) bath and one (1) car attached garage. The undersigned recommend the 888 square foot proposal be denied because the proposal does not meet the suggested minimum features adopted by the Mayor and Council in the Build a Future in Wyandotte Specification for Acquisition of Vacant Parcels.

Very truly yours,
Mark A. Kowalewski, City Engineer
Colleen A. Keehn, City Assessor

June 12, 2012

The Honorable Joseph R. Peterson and City Council
City Hall
Wyandotte, Michigan

RE: NSP2 Sales Agreement

Dear Mayor Peterson and City Council Members:

Within the Sale Policy is a standard Purchase Agreement for the sale of Neighborhood Stabilization Program 2 (NSP2) homes. This Agreement is in need of the following amendments:

1. Amend Paragraph 9 to require the deposit will be held by Closing Agency, Minnesota Title Agency.
2. Amend Paragraph 14 to close transaction within 90 days instead of 30 days.
3. Amend Paragraph 20 to include the approval by Michigan State Housing Development Authority (MSHDA).
4. Add Paragraph 23 to state: Each home will come with a one (1) year construction warranty from the builder. The warranty will begin at the time of substantial completion and will expire one (1) year after. Due to the length of the sales and closing processes, this means that the warranty will be in effect for less than one (1) year after the homeowner takes possession of the property.

If you concur with these amendments, the attached resolution will authorize the undersigned to amend the Purchase Agreement for the sale of NSP2 homes.

Very truly yours,
Mark A. Kowalewski, City Engineer

REPORTS AND MINUTES:

Police Commission Meeting	June 12, 2012
Police Commission Meeting	May 22, 2012
Fire Commission Meeting	June 12, 2012
Fire Commission Meeting	May 22, 2012
Building Code Board of Appeals	June 11, 2012
Municipal Service Commission	May 29, 2012

CITIZENS PARTICIPATION:

Richard Patrick, 523 Cherry, regarding item #21, please approve his request to purchase; item #16, requests property be rebid on Ford Avenue; item #4, objects to implementation of this policy, presiding officer is in charge and should remain so.

Corki Benson, 404 Vinewood, item #18, grass cutting expenses; will we collect? Add a processing fee to service. Item #21, cottage homes, recommends we build them.

RECESS

RECONVENING

ROLL CALL

Present: Councilpersons Browning, DeSana, Fricke, Galeski, Sabuda, Stec

Absent: None

RESOLUTIONS

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

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 Sheri M. Fricke
Supported by Councilperson James R. DeSana
ROLL ATTACHED

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from Marie Stevenson, 2922 Biddle Avenue relative to the conditions in the alley including the impact on the adjacent property owners is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council CONCURS with the City Engineer in order to resolve these issues for the mutual benefit of all parties.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson James R. DeSana
ROLL ATTACHED

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from Peter Rose, Paint the Town Pink Committee relative to the "Paint the Town Pink" celebration to be held on October 19, 2012 is hereby held in abeyance.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson James R. DeSana
YEAS: Councilmembers Browning, Fricke, DeSana, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the Wyandotte Community Alliance relative to funds owned to the City UDAG fund is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council refers said issue to the City Attorney to coordinate with Mr. Drysdale and the members of the Wyandotte Community Alliance as to an interpretation from a legal standpoint of the claims that the Alliance feels they have met the requirements of repayment through the enactment of LOANS and GRANTS to the City with a report back to Council in two (2) weeks.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson James R. DeSana
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the Department of Legal Affairs responding to the council resolution dated June 11, 2012 regarding personal attacks made by individuals at public meetings is hereby received and placed on file. AND BE IT FURTHER RESOLVED that the Mayor and Council refer back to Mr. Look, Department of Legal Affairs to add clarity to the definition of what is meant by a personal attack, "clean up" the language of the Council meeting protocol and present back to Mayor and Council in three (3) weeks. AND FURTHER shall language include, from the U.S. Supreme Court"....."these include .in order and morality".

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Clerk to APPROVE the request from Japanese & American Bistro to transfer ownership of a Class C 2012 SDM licensed business including Sunday Sales and Dance Permit from Maveric Saloon; Wild B Corporation 2946-7th to 130 Maple Street, Wyandotte, Michigan, Wayne County.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Galeski, Sabuda, Stec

NAYS: None

ABSTENTION: Councilwoman Fricke

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the Superintendent of Recreation dated June 14, 2012 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council hereby authorizes the Mayor and City Clerk to sign the Hold Harmless Agreement with the School District of the City of Wyandotte for the use of the Roosevelt High School pool from June 25, 2012 through August 17, 2012 in order for the Recreation Department to utilize said facility for their summer swim programs.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Administrator relative to the Second Amendment to the lease agreement with Henry Ford Wyandotte Hospital for 4th Floor space located at 3200 Biddle Avenue and further CONCUR with the execution of this amendment by Daly Real Estate Services who, under the terms of the amended Management Agreement dated April 11, 2011, is authorized to enter into this agreement.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS in the recommendation of the City Administrator that no sewage rate increase be implemented for July 1, 2012, and that the Department of Municipal Service is directed to keep the billing for sewage disposal charges at \$2,797.00 per million gallons of water consumed. This will provide the City with the necessary funds for the following purposes:

*To pay the City of Wyandotte's share of operation and maintenance of the sewage disposal system

*To pay the County of Wayne's sewage charges on a monthly basis

*To pay for the replacement of equipment of the sewage disposal system

*To cover the loss of revenue due to the difference between the City's master meter and customer's meters

*To pay for debt service

The moneys collected, except for the collection costs of \$50.50 per million gallons of water consumed which will be retained by the Municipal Service Commission, shall be placed in the appropriate fund to be used for the above stated purposes and any balance that may accrue shall be retained therein to provide for emergencies, contingencies, and extraordinary events.

IT IS FURTHER RESOLVED that in accordance with Ordinance 802 Article III, Section Five, all customers of the City of Wyandotte's Wastewater System shall receive annual notification and breakdown of the new sewage rate and the Municipal Service Department is hereby directed to print said sewage rate breakdown on all water bills on an annual basis. IT IS FURTHER RESOLVED that the Department of Legal Affairs be directed to prepare the necessary Ordinance Amendments if necessary.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the Deputy Treasurer/Assistant Finance Director and APPROVES the necessary 2012 Fiscal Year Budget amendments as outlined in this communication dated June 14, 2012.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council GRANTS permission to the Mayor and City Clerk to execute the following budgeted entertainment contracts as submitted by the Special Event Coordinator to be utilized at the Wyandotte Street Art Fair:

July 13th	4:00 p.m. to 6:00 p.m.	Wisteria	\$500.00
July 14th	7:00 p.m. to 8:30 p.m.	The Hand Grenades	\$500.00
July 14th	9:30 p.m. to 11:00 p.m.	The Rushmore's	\$850.00
July 11th	7:00 p.m. to 8:00 p.m.	American Mars	\$500.00

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the Special Event Coordinator relative to the request of the Columbus Foundation to dock their replica tall ships, the Nina and the Pinta at Bishop Park on July 5th, through July 9th, 2012 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council GRANTS permission provided the Columbus Foundation enters into a contract with the Recreation Department at a cost of \$200.00 per day dockage fee and \$25.00 per day for trash pickup. AND BE IT FURTHER RESOLVED the Columbus Foundation shall execute a Hold Harmless Agreement with the City of Wyandotte as prepared by the Department of Legal Affairs and place the necessary insurance on file in the Clerk's Office if the above conditions are agreed to and provided these dates do not interfere with any current contracted docking agreements and further that said dates do not interfere with any Engineering contracts in place.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the Special Event Coordinator submitting the Agreement with the Marine Corps League to operate as beer ticket sellers in the Biddle Avenue beer area during the Wyandotte Street Art Fair-July 11 through July 14, 2012 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council directs the Mayor and City Clerk to execute the agreement on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Engineer regarding the sewer in the private alley behind 2920-2922 Biddle Avenue is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council hereby authorized the City Engineer to install a catch basin in the private alley adjacent to 2920-2922 Biddle Avenue.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Engineer to accept the proposal from Century Cement Company Inc., Riverview, Michigan, for File # 4580-2012 Block Grant HMA Street Concrete Base Repair and Resurfacing Program in the amount of \$127,855.50 as being the best bid received meeting specifications, and, that the HMA concrete street base repair and resurfacing costs will be paid from the Block Grant Street Resurfacing Fund Account # 283-200-875-706 (\$116,778.00) and, TIFA Street Fund Account # 492-200-825.460 (\$11,077.50); 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. FURTHER that all bid bonds be returned to the unsuccessful bidders.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Engineer to accept the proposal from Century Cement Company, Inc. Riverview, Michigan, for File # 4581-2012 HMA Street Concrete Base Repair and Resurfacing Program, in the amount of \$419,256.00 as being the best bid received meeting specifications and that the HMA concrete street base repair and resurfacing costs will be paid from the Local Street Fund Account # 203-440-825-460 (\$92,234.00) and, TIFA Street Fund Account #492-200-825.460 (\$327,022.00); 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. AND FURTHER that all bid bonds be returned to the unsuccessful bidders.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer dated July 14, 2012 regarding the sale of the city-owned property known as 936 Ford Avenue, Wyandotte, Michigan; AND BE IT FURTHER RESOLVED that Council accepts the offer of Coach light Properties, LLC in the amount of \$1.00 to purchase the property known as the 936 Ford Avenue, Wyandotte, Michigan dated March 19, 2012; AND BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate and the City Attorney, William R. Look, is authorized to execute any necessary sales documents on behalf of the City.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Sabuda, Stec

NAYS: Councilman Galeski

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Engineer regarding the sidewalks at 3455-11th Street is hereby received and placed on file; AND BE IT FURTHER RESOLVED that the sidewalks at 3455-11th Street near the approach will be removed and replaced.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS in the recommendation as set forth in the City Engineer's communication and hereby refers said communication to the City Assessor and directs the City Assessor to levy said charges in accordance with Section 222 of the City Charter as a special assessment against the property.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that WHEREAS hearings have been held in the Office of the Engineer in the Department of Engineering and Building, 3131 Biddle Avenue, Wyandotte, Michigan on February 15, 2012, and April 18, 2012, and WHEREAS the property owner or other interested parties, have been given opportunity to show cause, if any they had, why the dwelling at 3332-12th street has not been repaired or demolished in accordance with the City's Property Maintenance Ordinance, and WHEREAS the Hearing Officer has filed a report of his findings with this Council; NOW, THEREFORE BE IT RESOLVED that this Council shall hold a public hearing in accordance with Section PM-107.7 in the Council Chambers of the Wyandotte City Hall, 3131 Biddle Avenue, Wyandotte on July 23, 2012 at 7:00 p.m., at which time all interested parties shall show cause, if any they have, why the dwelling has not been brought up to code or demolished or why the City should not have the dwelling demolished and removed at 3332-12th Street. AND BE IT FURTHER RESOLVED that the City Clerk shall give notice of said hearing ten (10) days before the hearing by certified mail, return receipt requested, and first class mail, in accordance with the provisions of Section PM-107.4 of the Property Maintenance Ordinance.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Engineer to accept the proposal from G.V. Cement Contracting Company, Brownstown, Michigan, for File #4577-2012 Sanitary Sewer Repair and Storm Sewer Construction, in the amount of \$346,884.60, as being the best bid received meeting specifications, and, that the project costs be paid from the Sewer Fund Operation, Maintenance and Replacement Budget Account #590-200-926.310; FURTHER, this budget line item is amended by adding \$180,000.00 from Fund Balance; AND BE IT FURTHER RESOLVED that all bid bonds be returned to all the unsuccessful bidders.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS with Mr. J. P. Karas regarding the former 1136 Oak; AND hereby accepts the proposal from J.P. Karas for the former 1136 Oak Street, Wyandotte. AND BE IT FURTHER RESOLVED that Council directs the Department of Legal Affairs to prepare a purchase agreement to purchase said lot in the amount of \$10,000 and authorizes the Mayor and Clerk to sign same.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Browning, Fricke, Galeski, Sabuda, Stec

NAYS: Councilman DeSana

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Engineer dated June 12, 2012, regarding the Neighborhood Stabilization Program 2 (NSP2) Purchase Agreement is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council APPROVES amendments to the Purchase Agreement as outlined in the communication from the City Engineer dated June 12, 2012.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan June 18, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the total bills and accounts in the amount of \$1,250,888.78 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

ADJOURNMENT

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson James R. DeSana

That we adjourn.

Carried unanimously

Adjourned at 9:45 PM

June 18, 2012



William R. Griggs, City Clerk

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan, was held at the office of the Commission On Tuesday, June 12, 2012 at 5:00 P.M.

ROLL CALL: Present: Commissioner - Gerald P. Cole
Frederick C. DeLisle
James S. Figurski
Leslie G. Lupo
Michael Sadowski

General Manager
& Secretary - Melanie McCoy

Also Present — Paul LaManes
Dave Fuller
Rod Lesko
Scott Jordan
CATV Volunteer

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June 12, 2012

APPROVAL OF THE MINUTES

MOTION by Commissioner Figurski and seconded by Commissioner DeLisle to approve the Special Session Meeting Minutes held on May 22, 2012.

APPROVAL OF THE MINUTES

MOTION by Commissioner Figurski and seconded by Commissioner Lupo to approve the Commission Regular Meeting Minutes held on May 29, 2012.

HEARING OF PUBLIC CONCERN

Scott Jordan, White Furniture 3025 Biddle Avenue.
Questioning our rules and regulation regarding underground service.
Mr. Jordan is requesting we allow White Furniture to keep there overhead lines and not go underground due to the cost and safety issues.

MOTION by Commissioner Delisle and seconded by Commissioner Lupo we will allow White Furniture 36 months to complete the underground Service.

Commissioner Cole asked that the roll be called.

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

NAYS: None

RESOLUTION 05-2012-04

Paul LaManes, Assistant to the General Manager. In reviewing procedures at City Hall, myself and Melanie McCoy would like to have the authority to approve items that are being moved from one fund to another fund with zero value. We would not approve anything that is a Capital Budget item or Personel matters.

MOTION by Commissioner DeLisle and seconded by Commissioner Sadowski to approve Certain Budget Amendments.

Commissioner Cole asked that the roll be called.

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

NAYS: None

INFORMATION TECHNOLOGY DEPARTMENT UNPAID INTERNSHIP POSITIONS

Dave Fuller, Information Technology Director, giving overview on the unpaid Internship Positions.

RESOLUTION 05-2012-04

MOTION by Commissioner Figurski and seconded by Commissioner DeLisle to approve continuing disclosure certificate with respect to Michigan Public Power Agency AFEC Project Revenue Bonds.

Commissioner Cole asked that the roll be called.

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

NAYS: None

REPORTS/COMMUNICATIONS:

- A. Cash Report
- B. Monthly Financials
- C. Capital Asset Project Report

MOTION by Commissioner Figurski and seconded by Commissioner Sadowski that the reports and communication are received and place on file.

Commissioner Cole asked that the roll be called.

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

NAYS: None

APPROVAL OF VOUCHERS

MOTION by Commissioner DeLisle and seconded by Commissioner Lupo that the bills be paid as audited.

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June 12, 2012

#5098 \$ 277,249.74
#5099 1,463,339.89

Commissioner Cole asked that the roll be called.

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

NAYS: None

LATE ITEMS

Rod Lesko, Superintendent of T & D, giving information on underground requirements and Solar Projects.

Melanie McCoy, Disney Junior Channel on Channel 93.

Melanie McCoy, Giving information on Green Recovery Solutions.

Commission Lupo, asking question on any future talks with Grosse Ile Regarding supplying water to Grosse Ile.

Melanie McCoy, we have not had any communication recently.

MOTION by Commissioner Sadowski and seconded by Commissioner Figurski that we now go into closed session regarding General Manager's review. 5:35 p.m.

Commissioner Cole asked that the roll be called.

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

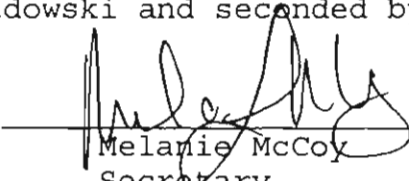
NAYS: None

Open Wyandotte Municipal Service Commission meeting @ 7:25 P.M.

LATE ITEM

Larry Tavernier, 125 Vinewood, WMS should send letters of outstanding service to our Wyandotte Municipal Service employees for the great job they did at LTB fire on the evening of Monday, June 11th.

Motion By Commissioner Sadowski and seconded by Commissioner DeLisle to now adjourn. 7:26 P.M.



Melanie McCoy
Secretary



Where You're Pampered Not Pressured

3025 Biddle Ave. • P.O. Box 6 • Wyandotte, Michigan 48192
(734) 282-2155 • Fax (734) 282-1276 • Toll-Free: 1-888-944-8388
www.whitefurniture.com

June 1, 2012

Wyandotte Municipal Service Commission,

White Furniture wishes to maintain its overhead electrical service. It would be financially burdensome to White Furniture and dangerous to those who use the parking lot and ally behind our store to have the utilities placed underground.

When White Furniture was approached by Cresit Energy to install solar panels and occupancy sensors it seemed like a great idea. The program will save us money on our utility bills which we will in turn be able to use to pay off the \$50,000 loan that we took to pay for the project. As presented our total upfront cash outlay for the project was to be \$2,679.60. While we would have preferred to finance the entire project we agreed to this.

We were under the impression that our meters would stay in the basement where they have been since electricity was added to the building; we have the added expense of moving them. Now, after the solar panels are installed we learn that we could be potentially forced to spend another \$7,620 to run our utilities underground. Although the upfront cost of the project was not in our budget we decided that we could afford it, had we known that our cash outlay would keep growing we would have never started this project.

To understand the safety side of the issue you need only look at the back of our building. If underground service is installed it will have to travel up the building right where the building has been hit so many times in the past.

Thank you for your time and consideration.

Sincerely,
Scott Jordan
Vice President

Melanie McCoy

From: Melanie McCoy [mmccoy@wyan.org]
Sent: Tuesday, June 12, 2012 8:28 AM
To: 'Frederick C Delisle'; 'Fred DeLisle'; 'Gerald Cole'; jamesfig@wyan.org; 'michael sadowski'; 'Leslie Lupo'
Cc: Rod Lesko; Charlene Hudson; 'Mark Kowalewski'
Subject: FW: Letter requesting overhead lines
Attachments: Municipal.doc; Rules and Regulations.pdf

Commissioners-

Attached is a letter from White Furniture regarding the cost of running the underground utilities as a result of the solar panel installation. Below is the applicable section from the Rules and Regulations. I believe this is another case where the Rules and Regulations were not known to the installation contractor. In the future we will have the Rules and Regulations, in addition to the Net Metering Procedure be part of the package for the Electrical Permit.

This will be a late item tonight.

Mel

XI. PERMANENT SERVICES

A. General

Existing services installed prior to these Rules and Regulations that meet or exceed present WMS Construction Standards will be maintained in accordance with this document.

Non-standard services requiring maintenance will be upgraded to the present standards, the work and cost of the upgrade will be treated the same as a new service covered by this document.

April 6, 2004 Resolution - All electric service installations shall be placed underground where designated by the WMS, where provisions for placing telephone and cable television service installations shall be made in the common utility trench. Overhead service installations may be permitted by the WMS for (1) temporary service needs; (2) temporarily during an emergency to prevent danger to persons or property; (3) for a period of not more than six months when soil conditions make excavation for underground service impractical, (4) where to require underground service, the consumer has shown that such requirement is unduly burdensome and written exemption is provided by WMS or (5) where there is an existing residential overhead services.

From: Scott Jordan [mailto:scott@whitefurniture.com]
Sent: Friday, June 08, 2012 12:17 PM
To: 'Melanie McCoy'
Subject: RE: Letter requesting overhead lines

Melanie,

Attached is version 3 of the letter with the accurate cost of running the utilities underground. This is from the company that has been doing all of the work on this project. The actual cost is \$7,620.

Scott

From: Melanie McCoy [mailto:mmccoy@wyan.org]
Sent: Thursday, June 07, 2012 5:40 PM
To: scott@whitefurniture.com
Subject: RE: Letter requesting overhead lines

Scott-

It was good to speak with you – here are the Rules and Regulations for your reference. Page 19 addresses the underground installation.

Any questions, let me know.
Melanie

From: Scott Jordan [<mailto:scott@whitefurniture.com>]

Sent: Tuesday, June 05, 2012 11:09 AM

To: mmccoy@wyah.org

Subject: Letter requesting overhead lines



White Furniture - 3025 Biddle Ave. - Wyandotte, MI 48192

Monday & Friday: 9:00am - 8:30pm - Tuesday, Wednesday, Thursday & Saturday: 9:00am - 5:30pm

whitefurniture.com

facebook.com/whitefurniture

Melanie,

Cresit Energy told me that I needed to send you a letter asking that keep our overhead lines. I hope that the attached letter is sufficient. If not please let me know. Thank you for your help.

Scott Jordan
Vice President
734-282-2155 ext.10

RESOLUTION 06-2012-01

AUTHORIZATION OF APPROVAL OF CERTAIN BUDGET AMENDMENTS

WHEREAS, Wyandotte Municipal Services Departments have encountered situations whereby a line item budget will be exceeded and it requires monies from another line items to be moved by journal entry to cover the overage without changing the total dollar amount of the budget, and

WHEREAS, Wyandotte Municipal Services has certain budget amendments that meet the following criteria (1) The proposed change is within the same department or fund; (2) The net effect of the proposed budget amendment is zero; (3) The budget amendment does not involve personnel or capital items; and

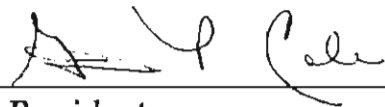
WHEREAS, Wyandotte Municipal Services Departments confirm that any other proposed budget amendments that do not meet all three of the aforementioned criteria will continue to be presented to the Wyandotte Municipal Service Commission for approval; and now therefore

BE IT RESOLVED, by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring approves the recommendation of the Assistant General Manager to allow the General Manger and Assistant General Manager to approve such budget amendments.

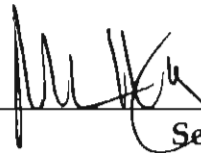
ADOPTED this 12th day of June 2012.

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION



President



Secretary

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Kachuga
CITY ASSESSOR

August 29, 2006



RESOLUTION
JAMES R. DESANA
MAYOR

COUNCIL

Todd M. Browning
Sheri M. Sutherby-Fricke
Johnny A. Kolakowski
Joseph Peterson
Jason Ptak
Patrick J. Sutka

Todd A. Drysdale, Director of Financial and
Administrative Services
3131 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman Todd M. Browning
Supported by Councilman Joseph Peterson

RESOLVED by the City Council that the communication from the Director of Financial and Administrative Services dated August 24, 2006 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council hereby APPROVES the recommendation of the Finance Director to allow the Mayor and Finance Director to approve budget amendments that meet the following criteria:

1. The proposed change is within the same department or fund;
 2. The net effect of the proposed budget amendment is zero;
 3. The budget amendment does not involve personnel or capital items; and
- FURTHER, confirms that any other proposed budget amendments that do not meet all three of the aforementioned criteria will continue to be presented to City Council for approval.

YEAS: Councilmembers Browning Fricke Kolakowski Peterson Ptak Sutka

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 August 28, 2006.

William R. Griggs
City Clerk

CC: Mayor's Office

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



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

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

June 11, 2012

Wyandotte Municipal Services Commission
City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

Commissioners,

I have been contacted by several college and university Information Technology programs about providing opportunities for their students to acquire practical technical skills through on-the-job training. These programs have specific requirements and commitments from participants including providing performance evaluations and reviews of training conducted for a set period of time.

I have contacted Human Resources to ensure we follow all the appropriate guidelines including Hold Harmless agreements for what is effectively a volunteer position. Security concerns will be addressed by the Information Technology department because of the transient nature of these positions.

Participating in these programs will create a flow of ideas between the workplace and the classroom that will benefit both parties. I'm excited to help enthusiastic students to translate their theoretical knowledge into real-world experience.

Very truly yours,

City of Wyandotte
WYANDOTTE MUNICIPAL SERVICES

A handwritten signature in black ink, appearing to read "D. Fuller".

David Fuller
Director of Information Technology

Melanie McCoy

From: Baker, Julia K. [Baker@MillerCanfield.com]
Sent: Monday, May 14, 2012 3:43 PM
To: 'Melanie McCoy'; 'Paul LaManes'
Cc: Danhof, William J.
Subject: Continuing Disclosure Agreement

Mel and Paul- -

- To follow up on a question from the conference call, no further council or commission action is needed for Mel to sign the continuing disclosure agreement for the MPPA Bonds. In the Power Sales Contract the City agrees to furnish certificates reasonably necessary in connection with the bond financing.
- Bob Bendzinski left me a voicemail regarding the continuing disclosure agreement. The version of the continuing disclosure agreement I am working with is in the p.o.s. that Melanie forwarded to me on April 24 (which originally came from MPPA on April 17). Bendzinski says in his voicemail that he hasn't seen the p.o.s.- - did send him something which had been circulated more recently?

Thank you.

Julia K. Baker | Paralegal
Miller Canfield
One Michigan Avenue, Suite 900
Lansing, Michigan 48933 (USA)
T +1.517.483.4909 | F +1.517.374.6304
baker@millercanfield.com

From: Melanie McCoy [<mailto:mmccoy@wyan.org>]
Sent: Wednesday, May 09, 2012 6:03 PM
To: rjb@bendzinski.com; rcb@bendzinski.com; Danhof, William J.; Baker, Julia K.; 'Paul LaManes'
Cc: 'Paola Hillebrand'
Subject: Conference call

We would like to check schedules to try to get a conference call scheduled for next week to review the Wind, AFEC and Baghouse project developments.

Monday – May 14 – 9:00am or 11:00am
Tuesday 3pm
Wednesday 9am, 11am, 3pm, 4pm.

Let me know what times work for you – thanks.
Mel

Melanie McCoy

05-2012-04

A RESOLUTION TO APPROVE AND AUTHORIZE THE
EXECUTION AND DELIVERY OF A CONTINUING
DISCLOSURE CERTIFICATE IN CONNECTION WITH THE
ISSUANCE OF CERTAIN BONDS BY THE MICHIGAN
PUBLIC POWER AGENCY

At a regular meeting of the City of Wyandotte Municipal Services Commission,
Wayne County, Michigan (the "Commission"), held in Wyandotte, Michigan, at 5⁰⁰ p.m., on
June 12, 2012.

PRESENT: Gerald Cole, James Figurski, Mike Sadowski, Leslie Lupo, Fred Delisle

ABSENT: _____

The following Resolution and Preambles were offered by Commissioner Figurski
and seconded by Commissioner Delisle:

WHEREAS, the Michigan Public Power Agency ("MPPA") and thirteen municipalities, including the City of Wyandotte, through its Department of Municipal Service ("City," and collectively, the "Participants"), have entered into power sales contracts and project support contracts (collectively, the "Contracts"), pursuant to which the Participants acquired a portion of the capability of the AFEC Project, which consists of the acquisition of an approximately 5% undivided ownership interest in a combined cycle natural gas fired electric generating plant in Sandusky County, Ohio to be owned by American Municipal Power, Inc. or an affiliate and located in Sandusky County, Ohio with the potential net power generation capacity of 685 MW, which is currently projected to be ready for service by the end of 2011 ("Project"); and

WHEREAS, pursuant to Act No. 448, Public Acts of Michigan, 1976, as amended (the "Act"), and the AFEC Project Revenue Bond Resolution adopted by MPPA on April 25, 2012 (the "Resolution"), MPPA intends to issue AFEC Project Revenue Bonds, 2012 Series A (Tax Exempt) and 2012 Series B (Federally Taxable)(together, the "2012 Bonds"), the proceeds of which will be used to pay for the Project; and

WHEREAS, the payment of the principal of, premium, if any, and interest on the 2012 Bonds, if issued, and any additional bonds which may be hereafter issued by MPPA, pursuant to the Act and the Resolution (collectively, the "Bonds"), are secured on a parity basis, in part, by the Contracts; and

WHEREAS, in connection with the issuance of the Bonds, MPPA may include in the final official statement for the Bonds (the "Final Official Statement") financial or operating data regarding any or all of the Participants, including the City of Wyandotte Department of Municipal Service ("Department"); and

WHEREAS, pursuant to the Securities Exchange Act of 1934, as amended, the United States Securities and Exchange Commission recently adopted amendments to Rule 15c2-12 which became effective on July 3, 1995 (the "Rule"); and

WHEREAS, the Rule prohibits the underwriters of the Bonds from purchasing or selling the Bonds in connection with the proposed public offering of the Bonds, unless the underwriters have reasonably determined that MPPA and each Participant for which financial or operating data will be presented in the Final Official Statement (the "Major Participants"), have undertaken, either individually or in combination with each other, in a written agreement or contract for the benefit of the holders of the Bonds, to provide to certain specified entities: (i) each year, their audited financial statements and updates of the financial information or operating data regarding MPPA and the Major Participants which is included in the Final Official Statement; and (ii) timely notices of the occurrence of certain enumerated events, if material, with respect to the Bonds; and

WHEREAS, MPPA has requested each Participant, including the City, to authorize one or more of its officers, in the event such Participant is a Major Participant, to enter into a continuing disclosure undertaking for the benefit of the holders of the Bonds as described above, so that the underwriters can comply with the Rule and thereby purchase and sell the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WYANDOTTE MUNICIPAL SERVICES COMMISSION, WAYNE COUNTY, MICHIGAN, as follows:

1. In order to assist MPPA in its issuance of the Bonds, the General Manager of the Department is hereby authorized, in the event the City of Wyandotte is a Major Participant as defined above, to execute and deliver in the name and on behalf of the City (i) a certificate of the Department to comply with the requirements for a continuing disclosure undertaking of the City of Wyandotte, through its Department pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The Continuing Disclosure Certificate shall be in a form satisfactory to Miller, Canfield, Paddock and Stone, P.L.C., as counsel to the Department, and Dickinson Wright PLLC, as counsel to MPPA. On behalf of the City of Wyandotte, the Department hereby covenants and agrees that the Department will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the Department to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

2. All prior resolutions and parts of resolutions insofar as they may be in conflict with this Resolution are rescinded.

3. This Resolution shall be effective immediately upon its adoption.

YEAS: Cole, Delisle, Figurski, Lupo, Sadowski

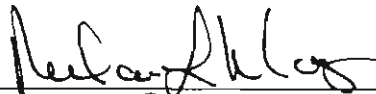
NAYS: _____

ABSTENTIONS: _____

RESOLUTION ADOPTED

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

I certify that the foregoing is a true and complete copy of a resolution adopted by the City of Wyandotte Municipal Services Commission, County of Wayne, State of Michigan, at a regular meeting held on June 12, 2012, and the notice of said meeting was given, the meeting was held and the minutes therefor were filed in accordance with the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by publication or posting at least 18 hours prior to the time set for the meeting.



Municipal Secretary, Secretary
City of Wyandotte, Michigan

Department of Municipal Services
Statement of Revenue and Expenditures
Electric Fund

	Budget 2010-11	Actual 2010-2011	Budget 2011-2012	Amended Budget 2011-2012	Allocated Budget 5/31/2012	Actual 05/01/05/31 2012	Actual 8 Months 5/31/2012	Over (under) Annual Budget	Percent Actual/Allocated Amended	Percent Annual Budget Amended
Operating Revenue	600 \$ 38,663,075.00	\$ 41,512,353.91	\$ 40,170,426.00	\$ 40,170,426.00	\$ 26,790,284.00	\$ 3,137,664.29	\$ 26,501,328.87	\$ (13,669,097.13)	99%	66%
Miscellaneous Income	615 \$ 140,000.00	\$ 327,749.44	\$ 133,000.00	\$ 133,000.00	\$ 88,666.67	\$ 14,386.64	\$ 118,972.91	\$ (14,027.09)	134%	89%
Interest Income	540 \$ 100.00	\$ 1,027.56	\$ 600.00	\$ 600.00	\$ 400.00	\$ 3.12	\$ 490.12	\$ (109.88)	129%	82%
Sale of Merchandise and Sundry Income	520 \$ 845,050.00	\$ 2,560,265.17	\$ 4,740,540.00	\$ 4,740,540.00	\$ 3,160,360.00	\$ 68,114.81	\$ 1,922,360.94	\$ (2,818,179.06)	7%	41%
Total Revenue	\$ 39,648,225.00	\$ 44,401,396.08	\$ 45,044,566.00	\$ 45,044,566.00	\$ 30,029,710.67	\$ 3,220,168.86	\$ 28,543,152.84	\$ (16,501,413.16)	95%	63%
Expenditures										
Operating Expenditures										
Fuel, Chemical and Commodities	1 \$ 10,329,817.00	\$ 10,700,113.65	\$ 9,840,567.00	\$ 9,630,066.00	\$ 6,420,044.00	\$ 838,151.78	\$ 5,010,227.09	\$ (4,810,339.91)	78%	52%
General Department	3 \$ 12,024,041.55	\$ 14,591,275.17	\$ 13,165,034.00	\$ 13,455,535.00	\$ 8,970,356.67	\$ 1,079,878.07	\$ 9,695,273.12	\$ (3,469,760.88)	108%	72%
Boilers	4 \$ 1,561,110.00	\$ 1,676,985.08	\$ 1,770,000.00	\$ 1,690,000.00	\$ 1,126,666.67	\$ 53,122.10	\$ 846,589.45	\$ (923,410.55)	75%	50%
Meters Readers	8 \$ 184,466.36	\$ 169,576.03	\$ 215,614.00	\$ 215,614.00	\$ 143,742.67	\$ 15,486.22	\$ 134,315.42	\$ (81,298.58)	93%	62%
Store Room	9 \$ 85,185.35	\$ 77,994.72	\$ 99,346.00	\$ 99,346.00	\$ 66,230.67	\$ 7,342.16	\$ 60,871.30	\$ (38,474.70)	92%	61%
Transmission & Distribution	11 \$ 2,011,098.04	\$ 1,693,830.01	\$ 2,129,080.00	\$ 2,129,080.00	\$ 1,419,386.67	\$ 122,415.37	\$ 1,133,364.10	\$ (995,715.90)	80%	53%
Customer Service	15 \$ 206,378.00	\$ 167,841.49	\$ 219,035.00	\$ 219,035.00	\$ 146,023.33	\$ 13,453.37	\$ 120,163.17	\$ (98,871.83)	82%	55%
Commission	21 \$ 4,200.00	\$ 1,189.12	\$ 2,100.00	\$ 2,100.00	\$ 1,400.00	\$ 1,178.48	\$ 1,896.73	\$ (203.27)	135%	90%
General Manager	22 \$ 128,273.20	\$ 144,613.82	\$ 166,789.00	\$ 166,789.00	\$ 111,179.33	\$ 17,576.91	\$ 121,218.47	\$ (45,550.53)	109%	73%
Accounting Department	24 \$.	\$ 10,007.18	\$ 73,018.00	\$ 73,018.00	\$ 48,678.67	\$ 1,807.89	\$ 14,417.67	\$ (58,600.33)	95%	63%
Information Systems	25 \$ 199,429.73	\$ 167,674.61	\$ 205,443.00	\$ 205,443.00	\$ 136,962.00	\$ 8,823.41	\$ 130,286.37	\$ (75,156.63)	30%	20%
Customer Assistance	26 \$ 126,629.00	\$ 124,384.81	\$ 155,151.00	\$ 155,151.00	\$ 103,434.00	\$ 11,720.90	\$ 100,571.29	\$ (54,579.71)	91%	65%
Special Services	27 \$ 47,770.54	\$ 43,796.96	\$ 55,322.00	\$ 55,322.00	\$ 36,881.33	\$ 3,895.61	\$ 33,572.68	\$ (21,749.32)	97%	61%
Collection	28 \$ 111,329.31	\$ 102,616.81	\$ 120,783.00	\$ 120,783.00	\$ 80,522.00	\$ 8,025.14	\$ 70,546.41	\$ (50,236.59)	88%	58%
Administration	31 \$ 2,242,200.00	\$ 2,789,958.32	\$ 2,388,400.00	\$ 2,388,400.00	\$ 1,592,266.67	\$ 192,681.71	\$ 1,688,135.06	\$ (700,264.94)	106%	71%
Employees Benefits	32 \$ 633,750.00	\$ -533,137.50	\$ -540,000.00	\$ -540,000.00	\$ (26,666.67)	\$.	\$.	\$ 40,000.00	0%	0%
Insurances	33 \$ 430,450.00	\$ 339,706.78	\$ 586,900.00	\$ 586,900.00	\$ 391,266.67	\$ 49,579.00	\$ 401,925.44	\$ (184,974.56)	103%	68%
Contractual	34 \$ 9,000.00	\$ 2,471,387.22	\$ 3,689,240.00	\$ 3,689,240.00	\$ 2,459,493.33	\$ 56,161.72	\$ 1,821,047.21	\$ (1,868,192.79)	74%	49%
Building Maintenance	35 \$ 91,750.00	\$ 11,643.43	\$ 16,000.00	\$ 16,000.00	\$ 10,666.67	\$ (370.99)	\$ 9,878.27	\$ (6,121.73)	93%	62%
Vehicles	71 \$ 5,141,000.00	\$ 81,197.94	\$ 67,010.00	\$ 67,010.00	\$ 44,673.33	\$ 304.80	\$ 51,092.54	\$ (15,917.46)	114%	76%
Depreciation	\$ 35,567,877.58	\$ 5,141,009.30	\$ 5,200,000.00	\$ 5,200,000.00	\$ 3,466,666.67	\$ 433,334.00	\$ 3,466,672.00	\$ (1,733,328.00)	100%	67%
Total Operating Expense	\$ 35,567,877.58	\$ 40,473,704.95	\$ 40,124,812.00	\$ 40,124,812.00	\$ 26,719,874.67	\$ 2,914,567.65	\$ 24,912,063.79	\$ (15,212,748.21)	93%	62%
Non-Operating Expenditures										
Amortization & Interest Expense	\$ 2,027,148.10	\$ 2,134,305.52	\$ 1,967,626.00	\$ 1,967,626.00	\$ 1,311,750.67	\$ 164,071.88	\$ 1,311,488.36	\$ (656,137.64)	100%	67%
Total Expenditures	\$ 37,595,025.68	\$ 42,608,010.47	\$ 42,092,438.00	\$ 42,092,438.00	\$ 28,061,625.33	\$ 3,078,639.53	\$ 26,223,552.15	\$ (15,868,885.85)	93%	62%
Estimated Revenue over Expenditures	\$ 2,053,199.32	\$ 1,793,385.61	\$ 2,952,128.00	\$ 2,952,118.00	\$ 1,968,085.33	\$ 141,529.33	\$ 2,319,600.69	\$ 632,527.31		

Prepared 06/11/2012
May purchased power costs is estimated

Department of Municipal Services
Statement of Revenue and Expenditures
Water Fund

	Budget 2010-11	Actual 2010-2011	Budget 2011-2012	Amended Budget 2011-2012	Allocated Budget 5/31/2012	Actual 05/01-05/31 2012	Actual 8 Months 5/31/2012	Over (under) Annual Budget	Percent Actual/Allocated	Percent Annual Budget
<u>Revenue</u>										
Operating Revenue	\$ 3,836,750.00	\$ 3,604,302.25	\$ 3,898,750.00	\$ 3,898,750.00	\$ 2,599,166.67	\$ 298,333.15	\$ 2,374,883.00	\$ (1,523,867.00)	91%	61%
Miscellaneous and Sundry Income	\$ 11,250.00	\$ 29,525.99	\$ 6,250.00	\$ 6,250.00	\$ 4,166.67	\$ -	\$ 15,241.75	\$ 11,371.85	366%	244%
Interest Income	\$ 250.00	\$ 94.68	\$ 300.00	\$ 300.00	\$ 200.00	\$ -	\$ 51.11	\$ (248.89)	26%	17%
						\$ -				
Total Revenue	\$ 3,848,250.00	\$ 3,633,922.92	\$ 3,905,300.00	\$ 3,905,300.00	\$ 2,603,533.33	\$ 298,333.15	\$ 2,390,175.86	\$ (1,515,124.14)	92%	61%
<u>Expenditures</u>										
<u>Operating Expenditures</u>										
Fuels, Chemicals, Commodities	1 \$ 259,100.00	\$ 173,166.54	\$ 232,600.00	\$ 232,600.00	\$ 155,066.67	\$ 3,378.44	\$ 90,224.63	\$ (142,375.37)	58%	39%
Filter Plant	2 \$ 605,059.69	\$ 526,004.44	\$ 570,597.00	\$ 570,597.00	\$ 380,398.00	\$ 36,884.05	\$ 376,544.67	\$ (194,052.33)	99%	66%
General Department	3 \$ 413,980.00	\$ 365,282.45	\$ 426,000.00	\$ 426,000.00	\$ 284,000.00	\$ 38,644.67	\$ 235,370.10	\$ (190,629.90)	83%	55%
Water Dept Maintenance	5 \$ 56,300.00	\$ 40,738.32	\$ 54,800.00	\$ 54,800.00	\$ 36,533.33	\$ 3,305.11	\$ 35,831.94	\$ (18,968.06)	98%	65%
Meter Readers	8 \$ 133,942.22	\$ 138,408.54	\$ 116,613.00	\$ 116,613.00	\$ 77,742.00	\$ 9,295.47	\$ 77,380.13	\$ (39,232.87)	100%	66%
Store Room	9 \$ 14,814.00	\$ 14,835.87	\$ 15,036.00	\$ 15,036.00	\$ 10,024.00	\$ 1,162.19	\$ 9,453.24	\$ (5,582.76)	94%	63%
Transmission & Distribution	11 \$ 655,829.04	\$ 602,249.16	\$ 664,092.00	\$ 664,092.00	\$ 442,728.00	\$ 41,622.57	\$ 370,677.38	\$ (293,414.62)	84%	56%
Customer Service	15 \$ 89,705.50	\$ 89,172.17	\$ 92,251.00	\$ 92,251.00	\$ 61,500.67	\$ 6,893.62	\$ 58,951.39	\$ (33,299.61)	96%	64%
Commission	21 \$ 50.00	\$ -	\$ 50.00	\$ 50.00	\$ 33.33	\$ -	\$ -	\$ (50.00)	0%	0%
General Manager	22 \$ 25,188.24	\$ 24,831.06	\$ 19,090.00	\$ 19,090.00	\$ 12,726.67	\$ 2,791.96	\$ 19,097.61	\$ 7.61	150%	100%
Superintendent	23 \$ 207,279.16	\$ 202,354.05	\$ 209,389.00	\$ 209,389.00	\$ 139,592.67	\$ 14,962.10	\$ 137,663.65	\$ (71,725.35)	99%	66%
Accounting Department	24 \$ -	\$ 3,253.58	\$ 9,395.00	\$ 9,395.00	\$ 6,263.33	\$ 361.58	\$ 2,740.85	\$ (6,654.15)		29%
Informational Systems	25 \$ 35,841.63	\$ 32,510.45	\$ 37,455.00	\$ 37,455.00	\$ 24,970.00	\$ 1,470.57	\$ 23,009.09	\$ (14,445.91)	92%	61%
Customer Assistance	26 \$ 24,621.01	\$ 24,876.21	\$ 25,267.00	\$ 25,267.00	\$ 16,844.67	\$ 1,953.73	\$ 16,763.87	\$ (8,503.13)	100%	66%
Special Services	27 \$ 7,344.31	\$ 8,760.19	\$ 8,579.00	\$ 8,579.00	\$ 5,719.33	\$ 655.50	\$ 5,664.65	\$ (2,914.35)	99%	66%
Collection	28 \$ 18,735.48	\$ 20,490.36	\$ 31,054.00	\$ 31,054.00	\$ 20,702.67	\$ 1,356.12	\$ 11,927.14	\$ (19,126.86)	58%	38%
Administration	31 \$ 481,650.00	\$ 467,782.41	\$ 485,950.00	\$ 485,950.00	\$ 323,966.67	\$ 33,973.99	\$ 277,888.40	\$ (208,061.60)	86%	57%
Hospitalization	32 \$ -	\$ (26,510.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	33 \$ 37,008.00	\$ 52,846.00	\$ 58,109.00	\$ 58,109.00	\$ 38,739.33	\$ 4,844.00	\$ 40,427.39	\$ (17,681.61)	104%	70%
Contractual	34 \$ 47,550.00	\$ 14,498.78	\$ 60,050.00	\$ 60,050.00	\$ 40,033.33	\$ 1,095.00	\$ 9,767.27	\$ (50,282.73)	24%	16%
Building Maintenance	35 \$ 1,385.00	\$ 2,247.95	\$ 1,695.00	\$ 1,695.00	\$ 1,130.00	\$ 20.30	\$ 931.63	\$ (763.37)	82%	55%
Vehicles	71 \$ 23,070.00	\$ 27,570.33	\$ 28,000.00	\$ 28,000.00	\$ 18,666.67	\$ 203.16	\$ 17,001.78	\$ (10,998.22)	91%	61%
Depreciation	91 \$ 710,000.00	\$ 709,999.92	\$ 710,000.00	\$ 710,000.00	\$ 473,333.33	\$ 59,167.00	\$ 473,336.00	\$ (236,664.00)	100%	67%
Total Expenditures	\$ 3,848,453.28	\$ 3,515,368.78	\$ 3,856,072.00	\$ 3,856,072.00	\$ 2,570,714.67	\$ 264,041.13	\$ 2,290,652.81	\$ (1,565,419.19)	89%	59%
Estimated Revenue over (Expenditures)	\$ (203.28)	\$ 118,554.14	\$ 49,228.00	\$ 49,228.00	\$ 32,818.67	\$ 34,292.02	\$ 99,523.05	\$ (50,295.05)		

Prepared 06/11/2012

Department of Municipal Services
Statement of Revenue and Expenditures
Cable Television Fund

	Budget 2010-11	Actual 2010-2011	Budget 2011-2012	Amended Budget 2011-2012	Allocated Budget 5/31/2012	Actual 05/01-05/31/12 2012	Actual 8 Months 5/31/2012	Over (under) Annual Budget	Percent Actual/Allocated	Percent Annual Budget
Revenue										
Operating Revenue	\$ 8,477,648.00	\$ 8,278,313.61	\$ 9,806,629.00	\$ 9,806,629.00	\$ 6,537,752.67	\$ 804,945.18	\$ 6,352,621.42	\$ (3,454,007.58)	97%	65%
Miscellaneous and Sundry Income	520 \$ 62,200.00	\$ 66,526.42	\$ 58,200.00	\$ 58,200.00	\$ 38,800.00	\$ 29,342.66	\$ 76,138.65	\$ 17,938.65	196%	131%
Interest	540 \$ 500.00	\$ 792.51	\$ 700.00	\$ 700.00	\$ 466.67	-	\$ 429.24	\$ (270.76)	92%	61%
Rental Income/Misc	615 \$ 42,336.00	\$ 22,956.99	\$ 24,336.00	\$ 24,336.00	\$ 16,224.00	\$ 1,786.09	\$ 16,520.04	\$ (7,815.96)	102%	68%
						\$ -				
Total Revenue	\$ 8,582,684.00	\$ 8,368,589.53	\$ 9,889,865.00	\$ 9,889,865.00	\$ 6,593,243.33	\$ 836,073.93	\$ 6,445,709.35	\$ (3,444,155.65)	98%	65%
Expenditures										
Operating expenditures										
Cable TV Headend	6 \$ 381,091.32	\$ 365,705.08	\$ 394,175.00	\$ 394,175.00	\$ 262,783.33	\$ 21,956.06	\$ 217,884.04	\$ (176,290.96)	83%	55%
Cable TV Studio	7 \$ 126,608.00	\$ 115,232.48	\$ 131,581.00	\$ 131,581.00	\$ 87,720.67	\$ 8,140.90	\$ 73,659.31	\$ (57,921.69)	84%	56%
Store Room	9 \$ 59,335.00	\$ 56,891.36	\$ 44,214.00	\$ 44,214.00	\$ 29,476.00	\$ 3,486.67	\$ 28,658.95	\$ (15,555.05)	97%	65%
Transmission & Distribution	11 \$ 744,891.00	\$ 674,277.95	\$ 689,689.00	\$ 682,689.00	\$ 455,126.00	\$ 50,396.87	\$ 383,012.64	\$ (306,676.36)	84%	56%
Customer Service	15 \$ 87,498.00	\$ 93,484.78	\$ 80,837.00	\$ 83,137.00	\$ 55,424.67	\$ 5,293.38	\$ 60,079.71	\$ (20,757.29)	108%	72%
Commission	21 \$ 100.00	\$ -	\$ 100.00	\$ 100.00	\$ 66.67	\$ -	\$ -	\$ (100.00)	0%	0%
General Manager	22 \$ 122,018.96	\$ 99,326.06	\$ 82,699.00	\$ 82,699.00	\$ 55,132.67	\$ 8,899.79	\$ 61,089.67	\$ (21,609.33)	111%	74%
Superintendent's Office	23 \$ 152,120.00	\$ 165,926.04	\$ 158,191.00	\$ 158,191.00	\$ 105,460.67	\$ 12,732.93	\$ 108,664.46	\$ (49,526.54)	103%	69%
Accounting Department	24 \$ -	\$ 12,875.36	\$ 28,187.00	\$ 28,187.00	\$ 18,791.33	\$ 1,446.31	\$ 11,545.86	\$ (16,641.14)		41%
Informational Systems Department	25 \$ 146,377.58	\$ 133,057.40	\$ 115,923.00	\$ 115,923.00	\$ 77,282.00	\$ 4,411.81	\$ 80,691.38	\$ (35,231.62)	104%	70%
Customer Assistance Department	26 \$ 99,272.00	\$ 100,621.82	\$ 78,149.00	\$ 78,149.00	\$ 52,099.33	\$ 6,122.30	\$ 50,879.36	\$ (27,269.64)	98%	65%
Special Services	27 \$ 29,819.23	\$ 35,034.97	\$ 23,432.00	\$ 23,432.00	\$ 15,621.33	\$ 2,002.99	\$ 17,317.54	\$ (6,114.46)	111%	74%
Collection	28 \$ 74,926.84	\$ 81,940.35	\$ 55,818.00	\$ 55,818.00	\$ 37,212.00	\$ 4,178.38	\$ 36,780.83	\$ (19,037.17)	99%	66%
Administration	31 \$ 1,149,000.00	\$ 1,053,544.14	\$ 1,072,850.00	\$ 1,077,000.00	\$ 718,000.00	\$ 69,226.60	\$ 806,407.12	\$ (266,442.88)	112%	75%
Hospitalization	32 \$ -	\$ (6,627.50)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurances	33 \$ 202,500.00	\$ 212,237.78	\$ 220,277.00	\$ 220,277.00	\$ 146,851.33	\$ 18,357.00	\$ 154,190.59	\$ (66,086.41)	105%	70%
Contractual	34 \$ 4,830,843.00	\$ 4,828,437.39	\$ 5,433,436.00	\$ 5,433,436.00	\$ 3,622,290.67	\$ 323,671.46	\$ 3,209,117.57	\$ (2,224,318.43)	89%	59%
Building Maintenance	35 \$ 12,100.00	\$ 21,364.75	\$ 16,850.00	\$ 16,850.00	\$ 11,233.33	\$ (431.89)	\$ 7,020.26	\$ (9,829.74)	62%	42%
Vehicles	71 \$ 30,930.00	\$ 29,340.45	\$ 59,900.00	\$ 59,900.00	\$ 39,933.33	\$ 280.00	\$ 15,838.09	\$ (44,061.91)	40%	26%
Depreciation	\$ 934,000.00	\$ 933,999.86	\$ 934,000.00	\$ 934,000.00	\$ 622,666.67	\$ 77,835.00	\$ 622,680.00	\$ (311,320.00)	100%	67%
Total Operating Expenditures	\$ 9,183,430.93	\$ 9,006,670.52	\$ 9,620,308.00	\$ 9,619,758.00	\$ 6,413,172.00	\$ 618,006.56	\$ 5,945,517.38	\$ (3,674,790.62)	93%	62%
Non Operating Expenditures										
Interest Expense Install. Purchase	\$ 12,414.00	\$ 9,742.62	\$ 1,179.00	\$ 1,179.00	\$ 786.00	\$ 1,770.56	\$ 12,070.35	\$ 10,891.35	1536%	1024%
					\$ -					
Total expenditures	\$ 9,195,844.93	\$ 9,016,413.14	\$ 9,621,487.00	\$ 9,620,937.00	\$ 6,413,958.00	\$ 619,777.12	\$ 5,957,587.73	\$ (3,663,899.27)	93%	62%
Estimated Revenue over (Expenditures)	\$ (613,160.93)	\$ (647,823.61)	\$ 268,378.00	\$ 268,928.00	\$ 179,285.33	\$ 216,296.81	\$ 488,121.62	\$ (219,743.62)		

Prepared 06/11/2012



Greenworks Recovery Solutions

Wyandotte Municipal Services
3200 Biddle Avenue
Wyandotte, MI 48192

Dear Ms. McCoy,

The purpose of this letter is to set forth the intent of GreenWorks Recovery Solutions (GRS) and Wyandotte Municipal Services. "The Parties" agree to attempt to negotiate a Service Agreement in June 2012 for GRS to perform the following which includes but is not limited to:

- **Removal of (1) coal stoker referred to as "Unit #4"**
- **Provide project management and labor for "Unit #4" removal**
- **Brokerage of commodities**
- **Provide fully disclosed reconciliation reports tracking progress of project**
- **Serve as financial steward of revenue and ensure payment of services rendered during project, as well as providing revenue sharing proceeds to project partner**

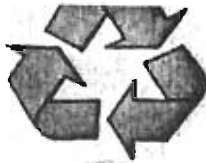
All of the terms and conditions of the above mentioned services would be stated in the Service Agreement, to be negotiated, agreed and executed by Wyandotte Municipal Services and GRS. Neither party intends to be bound by any oral or written statements or correspondence concerning the Service Agreement arising during the course of negotiations, notwithstanding that the same may be expressed in terms signifying a partial, preliminary or interim agreement between the parties. GRS and Wyandotte Municipal Services would use all reasonable efforts to complete and sign the Service agreement on or before **July 20th** and to close the transaction as promptly as practicable thereafter.

This letter of intent does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on the part of either party to this letter of intent. No such obligation shall be created, except by the execution and delivery of the Service Agreement containing such terms and conditions of the proposed transaction as shall be agreed upon by the parties, and then only in accordance with the terms and conditions of such Service Agreement.

If the forgoing terms and conditions are acceptable to you, please so indicate by signing the enclosed copy of this letter and returning it to the attention of the undersigned.

Thank you,

Angelo Jones
Vice President of Sales



Greenworks Recovery solutions

Greenworks Recovery Solutions

By: _____

Title: _____

Wyandotte Municipal Services

By: _____

Title: _____

LETTERS TO THE EDITOR

Government Should Encourage Natural Gas for Trucks

Very few things in life (or in Washington, D.C.) are black and white. One of them is the need to reduce our dependence on OPEC oil and replace it with domestic natural gas. Your editorial "Boone-Doggie" (Feb. 28) fails to understand the need to do that.

We have well over a 100-year supply of natural gas using tested, safe and easily available technology. Natural gas is the most widely distributed natural resource (with the exception of water) in the U.S. With gasoline prices racing toward \$4 per gallon at the pump and the economic hardship that will cause to millions of Americans, we should be looking for every conceivable opportunity to reduce demand and thereby reduce the price.

The Nat Gas Act—which the editorial points out has bipartisan support in the House and Senate—provides tax incentives for owners to transition their fleets from largely imported gasoline or diesel to domestic natural gas.

The editorial neglects a crucial element in S. 1863: It's fully paid for—and by the very organizations that will benefit through a per-gallon surcharge. Think of it as a toll road. The government invests in building the road and people who benefit, the drivers who travel on that road, pay for it. So the Nat Gas Act will not cost the taxpayers a dime.

We are spending \$1 billion per day to pay for imported oil. Much of that is for oil we buy from Canada and Mexico, which is important for the economy of the Americas. But far too much of it comes from countries that are unfriendly, unstable or both.

There are about eight million heavy trucks in the U.S. If we moved all of them from burning diesel to running on natural gas tomorrow, we

would reduce imports by three million barrels a day. At \$105 per barrel, that's \$315 million per day we can recycle into the U.S. economy rather than sending it to Venezuela and Saudi Arabia.

That won't happen in a day, but in the early 1970s the trucking industry realized that diesel was cheaper than gasoline, and the entire industry transitioned in about six years. We can do that again from diesel to natural gas. With the Nat Gas Act we can kick-start the process and see real savings in a matter of months.

American taxpayers are paying a huge premium for oil from OPEC, especially from the Middle East. There are 12 aircraft carriers in the world and the U.S. Navy has 11 of them. The Chinese have one. Five U.S. carriers are in or near the Middle East with a mission to protect the oil. At about \$4.5 billion a copy, there is \$22.5 billion worth of hardware afloat in the Middle East to protect a resource we can reduce by 60%. And that number doesn't include the aircraft, operating costs and personnel.

Utilizing our domestic natural gas resources will help insulate us from the kind of price spikes we are seeing now. Tribal warfare in Nigeria or saber-rattling in Iran would have far less impact on our economy if we were smart and used our own resources. We already have the cheapest natural gas in the world and for that matter the cheapest oil, but American drivers are paying the costs of Middle Eastern royal families buying off their citizens to keep themselves in power.

There are only two ways to move an 18-wheeler: imported diesel or domestic natural gas. Ethanol won't do it, neither will batteries. Either we move quickly to get on our own resources or we

are for the status quo: spending America's money to buy oil from countries that don't like us at prices they control.

Domestic natural gas is cleaner than diesel or gasoline. It is cheaper. It is abundant. And it is ours. The Nat Gas Act is an excellent investment in America's security and economic growth.

T. BOONE PICKENS
Dallas

I agree that the cost of natural gas is already so low that it does not need a 50-cent-per-gallon tax credit. That is why our bill has dropped the tax credit. We do provide a credit for the purchase of heavy trucks and fleet vehicles that use natural gas, as they are significantly more expensive than vehicles that run on traditional fuel. The reason for this is tied to the overarching goal of the bill which is to jump-start the purchase of natural-gas commercial vehicles and spur the development of infrastructure to accommodate them.

An important detail that is overlooked in the editorial is that this is entirely paid for by the very industry that is benefitting from it in the form of temporary user fees on the fuel. Yes, the ones who benefit are the ones who pay for it; not the American taxpayers.

With traditional fuel prices on the rise and approaching \$4 per gallon, the president blocking construction of projects like the Keystone XL pipeline and dangerous unrest in the Middle East, it makes sense to do what we can to transition these large vehicles to a cheaper, more stable, American-made energy source. This bill represents something we can do right now to improve our energy security and decrease our dependence on foreign oil.

SEN. RICHARD BURR (R, N.C.)
Washington

Bank Services Are Available to Those Who Want Them

Meredith Whitney's "America's 'Unbanked' Masses" (op-
ed, Feb. 24) lamenting how

"traditional banking services" in the first place. Traditional banking is, er, traditionally

happened to house values in the past six years have realized that it is prudent to build

CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION MEETING MINUTES – APPROVED
MAY 9, 2012

Members Present: John Darin, Chairperson, Brandon Calvin, Maggie Molnar, Linda Orta, Bill Summerell, Karen Tavernier, Alice Ugljesa

Members Absent: None

Guests: None

1. Call to Order: The meeting was called to order by John Darin at 6:01pm.
2. Reading and Approval of Previous Minutes:
 - a. April 11, 2012 Regular Meeting: The minutes of the April 11, 2012 Regular Meeting of the Wyandotte Beautification Commission were approved as written. Motion was made by Alice and seconded by Linda. The minutes were approved unanimously.
 - b. April 25, 2012 Special Meeting: The minutes of the April 25, 2012 Special Meeting of the Wyandotte Beautification Commission were approved as written. Motion was made by Alice and seconded by Bill. The minutes were approved unanimously.
3. Chairperson's Report:
 - a. Roll Call Vote Policy: A copy of the roll call vote policy that was approved at the last regular meeting was provided to the Commission.
 - b. Commissioner Re-Appointments: Brandon Calvin, Joanne Cuva, and Bill Summerell were all re-appointed to the Beautification Commission at the April 16, 2012 meeting of the City Council.
 - c. Resignations of Members Paluszewski and Cuva: Alana and Joanne have resigned from the Wyandotte Beautification Commission, effective April 30., 2012. The Commission sincerely appreciates all the hard work both women have put in and thank them for their time and efforts to keeping Wyandotte beautiful.
 - d. Freedom of Information Act Request: Richard Miller has sent the Beautification Commission Chairperson a Freedom of Information Act request to be copied on all e-mail correspondence that is sent to the members of the Beautification Commission members by the Chairperson for the period of April 1, 2012 through October 1, 2012. A copy of the FOIA request was distributed and reviewed.
 - e. Updated Meeting Attendance Log and Contact List: The Commission has been provided with an updated meeting attendance log and contact list for their use.
 - f. Updated DDA Map: The Commission has been provided with an updated map of the DDA district.
 - g. Let's Save Michigan Grant – It's About Place! Natalie Rankine submitted a letter of intent to the mini-grant program Let's Save Michigan Placemaking Contest and the preliminary submission was accepted. If the Commission is awarded the grant, the area that the money would be used for is the space between Frank's Pizza and 3152 Studio, to be made into a family area with tables, chairs, and games for the kids. The Commission is very supportive of this grant application and target area for upgrading.
4. Treasurer's Report: There was an expenditure at Lowes of \$98.56 for Community Garden and Dig-In supplies and an expenditure at Panetta's Landscape Supplies of \$270.00 for 11 yards of topsoil, delivered. Panetta's was also thanked for their generous donation of an additional 6 yards of topsoil, which was delivered at no charge.
5. Public and Media Communications: Alana sent a letter to Keeping Michigan Beautiful congratulating them on their 50 year anniversary.

6. Community Garden Relocation Status Report: The process of relocating the Community Garden is coming along wonderfully. The water setup is phenomenal. The Engineering Department installed a water supply with 4 bibs. DPS will assemble the new garden beds for us and the workforce will transport them to the Community Garden. Opening Day for the new Community Garden location is Saturday, May 12, 2012. The Commission re-iterated its previous approval to purchase additional lumber and topsoil to construct an additional 12 4' x 8' garden beds.
7. Hanging Basket Plantings Status Report: John will talk to Joanne for an update on the status of the hanging baskets.
8. Spring Dig-In Status Report:
 - a. Purchase and Delivery of Plant Materials: The Dig-In is on Saturday, May 19, 2012. Linda is going to Ray Hunter to purchase flowers and soil, as approved at a previous meeting of the Commission. There was a motion by John, seconded by Alice, to purchase the recommended plants and soil in the amount not to exceed \$1750. Roll call vote and the motion were unanimously accepted. Linda will follow up as to the status of the Purple Heart Memorial Garden flower purchase.
 - b. Dig-In Registration: Planting for the Dig-In starts at 9am. Alana will be doing registration. Bill has the trowels and will bring them to the Dig-in.
 - c. Recycling Flower Flats, Etc. By Waste Management: It is confirmed with Waste Management that they will deliver 12 large cardboard boxes to be used to put the plastic flats in to be recycled.
9. New Business: There was no New Business
10. Announcements: The Beautification Commission was invited to the Summer Quarterly meeting of the Beautification Council of Southeastern Michigan. It will be held on June 14, 2012. The Commission unanimously approved payment of the \$13.50 registration fee for any members who can attend.
11. Next Meeting: The next Regular Meeting is Wednesday, June 13, 2012 at 6:00pm in City Hall.
12. Adjournment: The meeting was adjourned by John at 7:20pm.

Respectfully Submitted,

Brandon Calvin

Recording Secretary
Wyandotte Beautification Commission

BUILDING CODE BOARD OF APPEALS

June 11, 2012

A meeting of the Building Code Board of Appeals, City of Wyandotte was called to order by Chairman Dziengelewski at 5:12 p.m., in the Engineering Department Meeting Room at City Hall, 3131 Biddle Avenue, Wyandotte, Michigan.

MEMBERS PRESENT: Badalamenti
Carley
Dziengelewski
Meyring

MEMBERS ABSENT: Butch
Johnson
Parker

ALSO PRESENT: Peggy Green, Acting Secretary
Nino LoDuca, MJC, Appellant
Doug Snover, DMC Construction, Appellant
Claude Marcoux, Building Inspector

Appeal #598 – Granted.

MJC Labadie LLC (Owner) and Anthony LoDuca (Applicant) has appealed to the Building Board of Appeals of the City of Wyandotte for permission to obtain a variance for porch steps at 711-721-731-741 2nd, Wyandotte MI (see file for legal description) in a RA zoning district, where the proposed conflicts with In accordance with Section 1009.4.2 of the Michigan Building Code 2009 as follows:

1009.4.2 Riser height and tread with exception #5

Stair riser heights shall be 7 inches (178 mm) maximum and 4 inches (102 mm) minimum. The riser height shall be measured vertically between the leading edges of adjacent treads. Rectangular tread depths shall be 11 inches (279 mm) minimum measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. Winder treads shall have a minimum tread depth of 11 inches (279 mm)

measured between the vertical planes of the foremost projection of adjacent treads at the intersections with the walkline and a minimum tread depth of 10 inches (254 mm) within the clear width of the stair.

In Group R-3 occupancies; within dwelling units in Group R-2 occupancies; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual dwelling units in Group R-2 occupancies; the maximum riser height shall be 7 $\frac{3}{4}$ " inches (197 mm); the minimum tread depth shall be 10 inches (254 mm); the minimum winder tread depth at the walkline shall be 10 inches (254 mm); the minimum winder tread depth shall be 6 inches (152 mm). A nosing not less than $\frac{3}{4}$ " inch (19.1 mm) but not more than 1 $\frac{1}{4}$ " inches (32 mm) shall be provided on stairways with solid risers where the tread depth is less than 11 inches (279 mm).

The condominiums are built over the top of another unit and the code that is required to be followed is the MBC 2009 Code Section 1109.4.2 Exception #5.

Stair treads depths are built at a 9" depth with a 1" nosing and a 7 $\frac{3}{4}$ " rise, which is allowable for single family homes and townhomes built under the MRC 2009 Code.

Granted based on the following reason:

The proposed would not substantially impair the intent and/or purpose of the Ordinance.

Motion was made by Member Meyring, supported by Member Badalamenti to grant this appeal.

Yes: Badalamenti, Carley, Dziengelewski, Meyring

No: None

Abstain: None

Absent: Butch, Johnson, Parker

Motion passed.

Appeal #599 – Granted.

City of Wyandotte (Owner) and DMC Construction (Applicant) has appealed to the Building Board of Appeals of the City of Wyandotte for permission to obtain a variance for porch steps at 649-651-653-655-657-659 Vinewood, Wyandotte MI

(see file for legal description) in a RA zoning district, where the proposed conflicts with In accordance with Section 1009.4.2 of the Michigan Building Code 2009 as follows:

1009.4.2 Riser height and tread with exception #5

Stair riser heights shall be 7 inches (178 mm) maximum and 4 inches (102 mm) minimum. The riser height shall be measured vertically between the leading edges of adjacent treads. Rectangular tread depths shall be 11 inches (279 mm) minimum measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. Winder treads shall have a minimum tread depth of 11 inches (279 mm) measured between the vertical planes of the foremost projection of adjacent treads at the intersections with the walkline and a minimum tread depth of 10 inches (254 mm) within the clear width of the stair.

In Group R-3 occupancies; within dwelling units in Group R-2 occupancies; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual dwelling units in Group R-2 occupancies; the maximum riser height shall be 7 $\frac{3}{4}$ " inches (197 mm); the minimum tread depth shall be 10 inches (254 mm); the minimum winder tread depth at the walkline shall be 10 inches (254 mm); the minimum winder tread depth shall be 6 inches (152 mm). A nosing not less than $\frac{3}{4}$ " inch (19.1 mm) but not more than 1 $\frac{1}{4}$ " inches (32 mm) shall be provided on stairways with solid risers where the tread depth is less than 11 inches (279 mm).

The condominiums are built over the top of another unit and the code that is required to be followed is the MBC 2009 Code Section 1109.4.2 Exception #5.

Stair treads depths are built at a 9" depth with a 1" nosing and a 7 $\frac{3}{4}$ " to 8" rise, which is allowable for single family homes and townhomes built under the MRC 2009 Code. Also stairway outside at porches are built at 11" tread depth and an 8" rise which is allowable for single family homes and town homes built under the MRC 2009 Code.

Granted based on the following reason:

The proposed would not substantially impair the intent and/or purpose of the Ordinance.

Motion was made by Member Meyring, supported by Member Badalamenti to grant this appeal.

Yes: Badalamenti, Carley, Dziengelewski, Meyring

No: None

Abstain: None

Absent: Butch, Johnson, Parker

Motion passed.

APPEAL #598

Chairman Dziengelewski read the appeal and asked that it be explained.

Claude Marcoux, Building Inspector, present.

Mr. Marcoux discussed the code and the exceptions and added that the building is sprinkled. Mr. Marcoux continued that this would be allowable if the units were side by side and not sprinkled, but they are built over each other, and the whole building is sprinkled.

Mr. LoDuca stated again that the building is sprinkled.

Zero (0) communications were received for this appeal.

APPEAL #599

Chairman Dziengelewski read the appeal and asked that it be explained.

Mr. Marcoux discussed the code and the exceptions and added that the building is sprinkled. Mr. Marcoux continued that this would be allowable if the units were side by side and not sprinkled, but they are built over each other, and the whole building is sprinkled.

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Mr. Marcoux stated that DMC did not build the building, it was built in 2006 by David Lapp. The units are being completed now with NSP (Neighborhood Stabilization Program) money.

Mr. Meyring asked if it met the 2006 Code. Mr. Marcoux replied no, it was a construction error.

Zero (0) communications were received for this appeal.

The meeting adjourned at 5:30 p.m.



Peggy Green, Acting Secretary

**BUILDING CODE BOARD OF APPEALS
Wyandotte, Michigan**

RESOLUTION

Wyandotte, Michigan June 11, 2012

RESOLUTION BY MEMBER Meyring

RESOLVED BY THE BUILDING CODE BOARD OF APPEALS OF THE CITY OF
WYANDOTTE,

That APPEAL NO. #598 by MJC Labadie LLC (Owner) and Anthony LoDuca
(Appellant)

To X APPROVE ___ DENY appeal for a variance to Section 1009.4.2 of the Michigan
Building Code 2009 at 711-721-731-741 2nd, Wyandotte, Michigan.

I move the adoption of the foregoing resolution.

Member: Meyring

Supported by Member: Badalamenti

Yeas ---- Members ---- Nays

X

Badalamenti

Butch

ABSENT

X

Carley

X

Dziengelewski

X

Johnson

ABSENT

X

Meyring

Parker

ABSENT

**BUILDING CODE BOARD OF APPEALS
Wyandotte, Michigan**

RESOLUTION

Wyandotte, Michigan June 11, 2012

RESOLUTION BY MEMBER Meyring

RESOLVED BY THE BUILDING CODE BOARD OF APPEALS OF THE CITY OF
WYANDOTTE,

That APPEAL NO. #599 by City of Wyandotte (Owner) and DMC Construction
(Appellant)

To X APPROVE DENY appeal for a variance to Section 1009.4.2 of the Michigan
Building Code 2009 at 649-651-653-655-657-659 Vinewood, Wyandotte, Michigan.

I move the adoption of the foregoing resolution.

Member: [Signature]

Supported by Member: [Signature]

Yeas ---- Members ---- Nays

X	Badalamenti	
	Butch	ABSENT
X	Carley	
X	Dziengelewski	
	Johnson	ABSENT
X	Meyring	
	Parker	ABSENT

MINUTES AS RECORDED

**MINUTES OF THE MEETING OF June 6, 2012
ZONING BOARD OF APPEALS AND ADJUSTMENT**

A meeting of the Zoning Board of Appeals and Adjustment of the City of Wyandotte was **called to order** by Vice Chairperson Gillon at **6:30 p.m.**, in the Council Chambers of the City Hall, 3131 Biddle Avenue, Wyandotte.

MEMBERS PRESENT: Cusson
Flachsmann
Gillon
Nevin
Olsen
Trupiano

MEMBERS ABSENT: Alderman, DiSanto, Duran

ALSO PRESENT: Peggy Green, Secretary

A motion was made by Member Cusson, supported by Member Olsen to approve the minutes of the April 4, 2012, meeting.

Yes: Cusson, Flachsmann, Gillon, Nevin, Olsen, Trupiano

No: none

Abstain: none

Absent: Alderman, DiSanto, Duran

Motion passed

#3149 - GRANTED

Bill Adkins, 304 Chestnut, Wyandotte (owner & appellant)

for a variance **to obtain a building permit for offstreet parking at 304 Chestnut** (S 70' of Lot 8, Block 101), in a RM-1 zoning district, where the proposed conflicts with Section 2403.C of the Wyandotte Zoning Ordinance.

SECTION 2403.C:

Which permits offstreet parking spaces in a side or rear yard, where the proposed offstreet parking space is located between the sidewalk and curb.

The board agrees that the request represents the best option for providing off-street parking on this property.

A motion was made by Member Cusson, supported by Member Olsen to grant this appeal.

Yes: Cusson, Flachsmann, Gillon, Olsen, Trupiano

No: Nevin

Abstain: none

Absent: Alderman, DiSanto, Duran

Motion passed

#3150 - GRANTED

395 Property Management, LLC, 311 Cedar, Wyandotte (appellant) and Monroe Bank and Trust, 102 E. Front Street, Monroe (appellant)

for a variance **to obtain a Certificate of Occupancy to provide less than required off street parking at 395 St. Johns** (legal description on file), in an I-1 zoning district, where the proposed conflicts with Section 2403.R.4.c of the Wyandotte Zoning Ordinance.

Section 2403.R.4.c:

Which requires a total of twelve (12) offstreet parking spaces, where only four (4) paved offstreet parking spaces are provided.

Does not impair the intent of the ordinance.

A motion was made by Member Olsen, supported by Member Trupiano to grant this appeal.

Yes: Cusson, Flachsmann, Gillon, Nevin, Olsen, Trupiano

No: none

Abstain: none

Absent: Alderman, DiSanto, Duran

Motion passed

COMMUNICATIONS:

A motion was made by Member Cusson, supported by Member Olsen to place all communications on file. Motion carried.

OTHER BUSINESS:

There being no further business to discuss, the meeting adjourned at 7:15 p.m. **The next scheduled meeting of the board will be held on July 18, 2012**



Peggy Green, Secretary

Appeal #3149

Vice Chairperson Gillon read the appeal and asked that it be explained.

Bill Adkins, owner, present.

Mr. Adkins explained that he would like to put a parking pad on the corner. There are a lot of cars in the area and also an apartment building on the corner. The Police and Fire have no problem with the request. Mr. Adkins continued that he would be able to get 2 cars off the street and added that his car has been hit twice within a month.

Mr. Adkins continued that they purchased the home in 2008 and have almost completed the city certs.

Member Nevin asked about the walkway by the tree. Mr. Adkins replied that if the appeal is granted, that will be removed. Member Nevin asked how they will get on the parking pad. Mr. Adkins replied angle park from the north. Member Nevin asked if this was a single family dwelling. Mr. Adkins replied that he is in the process of changing it to a single family dwelling.

Maria Santiago Powell, 2731 – 3rd Street, present.

Ms. Powell stated that she has lived at her address for 28 years, and she also presented a letter from the owner at 2723 – 3rd Street, who have lived there for 33 years.

Ms. Powell explained that she was afraid that this would happen, and presented pictures to the Board (on file). Ms. Powell discussed the parking situation and how a couple of driveways in the area have been added, and they have already lost parking spots on the street. On 3rd Street, you can only park on one side, and they cannot afford to lose any more street parking spots, it is not fair. Ms. Powell added that she has had to park in the alley and when there are school functions, parking is more of a problem.

Member Trupiano asked Mr. Adkins if when he bought the house, did he know parking was required. Mr. Adkins replied that the certs required parking.

Ms. Powell stated that a parking pad could be put in front.

There was discussion between the Board Members regarding the location of the parking pad on 3rd Street.

Again, Ms. Powell suggested that the parking be put on Chestnut Street.

Member Olsen stated that one spot would be eliminated on 3rd but 2 more spaces are being added.

There was more discussion between the Board Members and Ms. Powell regarding the parking.

Member Trupiano asked Mr. Adkins if they had 2 vehicles. Mr. Adkins replied yes.

Member Trupiano commented that 1 parking spot being eliminated, creates 2 parking spots.

One communication was received in opposition to this appeal.

Appeal #3150

Vice Chairperson Gillon read the appeal and asked that it be explained.

Joe DiSanto, 311 Cedar, representing 395 Property Management, present.

Mr. DiSanto stated that he is under contract to purchase the property and is requesting a parking variance. He has a lease with Oscar Cement for 10,000 square feet and is going to market the other 10,000 square feet (possibly for storage). Mr. DiSanto continued that the property is zoned light industrial and has had numerous additions over the years. Variances were given in 1966 and in 1994 for the additions with the current parking situation and another variance was granted for parking in October 2011 for a cabinet contractor.

Member Cusson asked if tenants were lined up to lease. Mr. DiSanto replied no, they are going to rehab the building, Oscar Cement will have 10,000 square feet. Member Cusson stated that there would not be much foot traffic. Mr. DiSanto agreed.

Member Flachsmann commented that if Oscar's business increased, they would need more parking, so fortunately if business did increase, they could apply for a Certificate of Occupancy.

Mr. DiSanto commented that there would be 4 or 5 employees parking, or they could even park in the structure.

Member Flachsmann asked what happens if the tenant who leases the other 10,000 needs more parking and commented that there is parking available on the northwest corner, but it would have to be paved and abide by the ordinances. Mr. DiSanto commented that he does have that option and added that the properties have different sidwell numbers, and if denied, he would have to appeal it.

Mr. DiSanto stated that he does not want to create a parking problem, if one happens, he will concrete the parking lot.

Member Flachsmann discussed the current condition of the building and the property maintenance issues. Member Flachsmann asked about the fenced in area off 3rd Street. Mr. DiSanto commented that they would like to open up that corner.

Mr. DiSanto continued that there is ample parking in the facility if parking becomes an issue, and they can use the lot for parking.

Member Flachsmann commented that the truck wells could also be used for parking and added Mr. DiSanto's proposal sounds good.

Mr. DiSanto informed the Board that the property maintenance issues are not their responsibility at this point.

Member Trupiano asked about vehicles being parked in the building. Mr. DiSanto stated that it was zoned industrial.

Mr. DiSanto explained that his intentions are to clean up the building and get tenants, then pave the parking lot.

Tom Levack, 414 St. Johns, present.

Mr. Levack stated that he thought the property was going to be used as a bank, but he was mistaken. Mr. Levack expressed concerns about the parking and not wanting to see trucks going down St. Johns. He has no complaints as long as it is not noisy and no parking problems are created on the residential street.

No communications were received regarding this appeal.

Zoning Board
June 6, 2012

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June 6, 2012

To whom it may concern,

I, John Golovich, live at 2723 Third. I am not able to attend today's hearing due to being ill. I oppose the question of providing a permit for 304 Chestnut allowing parking between the City sidewalk and the street. We have limited parking and can not afford to lose one more parking space.

Thank you for your consideration of allowing the neighbors to voice our desires.

Sincerely,

A handwritten signature in black ink, appearing to read "John Golovich". The signature is fluid and cursive, with the first name "John" written in a larger, more prominent script than the last name "Golovich".

**WYANDOTTE CULTURAL AND HISTORICAL COMMISSION
MINUTES OF THE MAY 10, 2012 MEETING
MARX HOME**

PRESENT: Michelle Blankenship, Jody Chansuolme, Ken Munson, Stan Rutkowski, Sue Pilon, Eula Grooms, Don Schultz, Tom Woodruff, Dave Kostelnik, Anne Ronco, Becca Bearden

EXCUSED: Nancy Chasca

President Michelle Blankenship called the meeting to order at 6:04 p.m.

MOTION by Don Schultz, supported by Tom Woodruff, to approve the minutes from the March 2012 meeting, MOTION CARRIED (9-0)

MOTION by Anne Ronco, supported by Eula Grooms, to approve the minutes from the April 2012 meeting, MOTION CARRIED (9-0)

PRESIDENT'S REPORT:

Michelle collected volunteer forms from those who hadn't turned them in yet.

She then went over the standing committee list. She asked if anyone was interested in volunteering for any additional committees, particularly Inventory, Preservation, and Salvage. Anne said she would chair the Inventory Committee and Eula would help. Don volunteered to serve on the Preservation Committee, and Becca volunteered to help with Salvage. Anne also volunteered to help with weddings whenever needed.

Michelle passed out information about subcommittees and the Open Meetings Act. Subcommittee meetings still need to abide by the Open Meetings Act. Chairs need to act as a liaison to Jody and the Museum staff, as well as organize meetings, create agendas, and let members know about meetings. Chairs should start getting the ball rolling now with their projects, and Subcommittees will rotate reporting at the general Commission meetings each month. Subcommittee meetings also need to be posted at City Hall. Chairs should note the time, date, and place of their meetings, and they can go to the Clerk's Office or email Maria with the information and she'll post it.

Michelle gave an update about the latest Design Review Committee meeting. She said the Candy Store is going to do a new façade design to make it look better with the nearby buildings. She also said Solero is going to change into a Mexican restaurant and margarita bar so they will be putting up a new sign.

She then gave an update about the houses scheduled for demolition on Walnut and on Third streets. Anne and Ken went to the City Council meeting where the houses were discussed on behalf of the Commission. The Council decided that neither building was particularly historically significant, and they will be demolished. Michelle said she is concerned about the amount of demolition in the historic area of Wyandotte. If too many historic homes are torn down then there will never be hope of establishing a Historic District in Wyandotte. While establishing a Historic District may not be the Commission's ultimate goal, it would be nice to keep the possibility alive.

The Commission agreed that educating people about historic districts should be the Commission's immediate goal. They want to be able to at least have a discussion about it, and many people may be skeptical. But many people do enjoy Wyandotte's history, and there can be many benefits of creating historic districts.

Michelle also said she thinks the Commission needs to have a plan for preservation, and not just handle it on a case by case basis once houses are already slated for demolition. Some Commission members suggested that there should be a representative from the Commission at the initial inspection of the house, before anything is decided about its fate.

Michelle said she talked to the Commission's SHPO representative, Ellen, from Dearborn. Michelle wants to ask her to attend the July meeting to speak to the Commission and answer questions. She asked if the July meeting needed to be rescheduled because of the Art Fair and the USO event. The Commission decided to keep it on July 12. Michelle will ask Ellen about attending.

The deal for the sale of McKinley school fell through this month. The Superintendent was asked about what they plan to do with it now, but the School Board hasn't decided anything. The Commission agreed that it is a beautiful building and definitely worth saving. They want to keep it on their radar, and possibly attend the School Board meeting when it is on their agenda.

Michelle said she went to Grosse Ile's light tour last year, and she joined their Historical society so that she could receive their newsletter and information about what they are doing. She said the Light Tour is September 9 this year, and she would recommend attending. She then passed around a copy of the newsletter, which included a list of events around the state commemorating the War of 1812. Grosse Ile also gives out a Centennial House Award each year. Michelle and many of the Commissioners thought that this would be an interesting thing to do in Wyandotte. It could possibly go along with the historical plaques. Michelle said that it would be a good idea for all Commissioners to keep an eye on other historical cities in the area to see what they are up to and get ideas.

DIRECTOR'S REPORT:

Jody passed around the finance reports for March and April. In March, the Museum purchased some things for the wedding program, archival supplies, a vacuum cleaner, and paid for some printing jobs, and repairs for the air conditioning unit that was vandalized.

MOTION by Eula Grooms, Supported by Stan Rutkowski, to approve the finance report for March, pending audit, MOTION CARRIED (9-0)

In April, there was an increase in admission money because the fee was raised. She said there was no noticeable drop in admissions because of the fee.

MOTION by Eula Grooms, Supported by Anne Ronco, to approve the finance report for April, pending audit, MOTION CARRIED (9-0)

Jody said the 2013 fiscal year budgets are due to the finance office by June 22. She handed out copies of the budget summary, and told the Commission that she plans to ask for the same thing as last year. She told the Commissioners to look it over the next few weeks, then at the June meeting she will go over the plan in detail and ask for approval to submit it.

Jody said the Museum's reserve account is currently at \$73,000 after the money from garage sale applications. She said the Marx Home projects will come out of that account. She also submitted a request to the Friends to help with the Basement Exhibit Gallery. And she applied for a MHC grant, which she will find out about May 15.

There were 311 participants signed up for the City Wide Garage Sale. She said there will also be a City Wide Garage Sale in the fall. Since there are some people every year who have garage sales without actually signing up, the Museum issued permits along with registration in the sale. And ordinance officers will be going around during the sale and ticketing those without permits. There will also be volunteers at the Museum both days selling maps for \$1.

Jody said the Historical Society decided against hosting the Pie and Ice Cream Event this year. Since the event has already been included on advertising materials, Jody said she would still like to have the event. She also said that a lot of work for the event has already been done. Though it doesn't usually make much money, she said all they really need at this point is some volunteers. Some Commissioners suggested soliciting donations to help pay for the pie and ice cream. Several Commissioners volunteered to donate. Jody said she will include logos from corporate sponsors on the signs for the event. And she will include a note at the bottom about individual donors.

Don left.

The Society only decided to give up the Pie and Ice Cream event this year, and they may want to pick it up again next year. She asked if any Commissioners would be able to volunteer for a few hours that day. She said she will send out an email after the meeting with any other needs for the event.

Jody passed out the monthly tour schedule. Michelle spoke to the Historical Society president about staffing the gift shop while a volunteer tour guide is there. It could help them feel safer instead of being alone. Michelle will follow up on whether the Society plans to have volunteers at the gift shop during museum tour hours.

Mayor's Exchange day will take place at the end of the month. Wyandotte will exchange Mayor's with Monroe. Jody said that if any Commissioners would like to participate, the delegation will be coming to the Museum on May 31. Jody said she will send out the itinerary for the day when she has it. The Museum offices will also be closed on May 24 because the staff will be visiting Monroe.

Cabin rental season has started. Jody said that the Engineering Department is looking into some repairs for the building.

Tommy has requested that the Museum get rid of the wagon wheel sitting in the side yard. There has been nothing found about it in the records in terms of historical significance.

MOTION by Dave Kostelnik, supported by Eula Grooms, to de-accession the wagon wheel, MOTION CARRIED (8-0)

Jody announced that the Marx Home project is up for bid. Jody thinks it should be out for about 3 to 4 weeks before a bid is chosen.

Jody passed out the 2012 Wyandotte Stars schedule. She also passed around marketing material for the Wyandotte Trolley rentals. Tom said that he will host a Wyandotte Stars fundraiser at the next Third Friday.

Jody said she received a communication from Phyllis Gilbert, who was a docent at the museum for many years. She wrote a letter just saying hi and offering some information about her time at the Museum, after reading an article about it in The News Herald.

FRIENDS: The next meeting is scheduled for May 23 at 6pm.

SOCIETY: Michelle reminded Commissioners about the joint meeting with the Historical Society on May 17. She told Wally that she would put together an agenda, so he gave her a few items that the Society would like to discuss. She said that during the meeting the Commission and the Society would go back and forth, talking about different items, then there would be time at the end for comments and questions. Michelle went over a few items she wanted to include on the agenda. She wants to ask about staffing the Gift Shop, the possibility of having a Commission liaison to the Historical Society, and collaborating for a project to commemorate the War of 1812. Anne would also like to discuss ways to get more volunteers involved in Museum projects and events.

Becca left.

OLD BUSINESS: Eula gave a report on the salvage project. She is planning on having another sale to benefit the Museum, and possibly including an auction as well. They are shooting for August.

Michelle asked about the BASF Park signs. Jody has still not found anything about the maker of the original signs. She will have Sarah look into this and bring the information to the next meeting.

NEW BUSINESS: Tom announced that the DDA is working on launching a Summer of Independence campaign, and will have a special event on Fifth Friday this month. There will also be a "Paint the Town Pink" event in October. He said he will keep the Commission posted about things they can do.

Ken read that the Bacon Library is looking into solar panels. He asked if anyone knew where they would go. More participation is needed in the survey before anything is decided, and Jody said they would not go on the old section.

Michelle reminded the Commission that the June meeting is a potluck and it will start at 5:30.

ANNOUNCEMENTS/COMMUNICATION: None.

ATTENTION TO AUDIENCE: None.

MOTION by Eula Grooms, supported by Anne Ronco, to adjourn the meeting at 8:03 p.m.
MOTION CARRIED (7-0)

Next Meeting: June 14, 2012.

Respectfully Submitted,

Annie Pilon, Recording Secretary

A handwritten signature in cursive script, appearing to read "Annie Pilon", written in dark ink.

FINANCE REPORT – WYANDOTTE MUSEUMS**MONTH OF APRIL 2012***From the desk of Jody L. Egen***MONEY DEPOSITED WITH THE CITY OF WYANDOTTE TREASURY – AS OF MAY 10, 2012**

Log Cabin Rental	\$ 80.00 – Cash \$ 0 – Checks \$ 80.00 – Total	Reserve 101-000-257-250-071
Admissions/ Donations	\$ 93.00 – Cash admissions \$ 0 – Check \$ 93.00 – Total	Reserve 101-000-257-250-071
Weddings	\$ 0 – Check \$ 0 – Cash \$ 0 – Total	Reserve 101-000-257-250-071
Marx Rent <i>Deposited April 9</i>	\$ 625.00 – Check \$ 0 – Cash \$ 625.00 – Total	Marx Rental Account 101.000.655.655.021
Archives	\$ 0 – Check \$ 2.80 – Cash \$ 2.80 – Total	Reserve 101-000-257-250-071

Total of all deposits: **\$ 800.80****EXPENSES****HEAT/ GAS**

MacNichol	\$ 144.66	City
Marx	\$ 82.27	City
Log Cabin	\$ 30.59	City
Burns	\$ 81.01	City
<i>Subtotal</i>	\$ 338.53	

WATER

MacNichol	\$ 41.30	City
Marx	\$ 15.47	City
Log Cabin	N/A	City
Burns	\$ 15.47	City
<i>Subtotal</i>	\$ 72.24	

ELECTRIC

MacNichol	\$ 95.70	City
Marx - includes \$53.37 outside 400W	\$ 117.70	City
Burns	\$ 46.97	City
<i>Subtotal</i>	\$ 260.37	

PHONE

MacNichol	\$ 42.33	City
Marx	\$ 42.33	City
Burns	\$ 219.18	City
<i>Subtotal</i>	\$ 303.84	

Subtotal All Utilities: \$ 974.98

MISCELLANEOUS		
Lowe's – Misc. hardware	\$ 10.17	City – B&G
Wyandotte Alarm – 2624 Commercial Alarm Company	\$ 186.00	City – B&G
Hobby Lobby – Bulletin board, chalk board for Burns Home	\$ 108.08	City – Office Supplies
Fed Ex Office – Bound copies of HES 12 report	\$ 63.28	City – Office Supplies
Shirley Prygoski – reimbursement for April 7 Tea food purchase.	\$ 42.48	Reserve
Christmas Tree Shop – Kitchen supplies – glasses, bowls, cutting board	\$ 34.87	City – B&G
Lowes – Broom closet for Burns kitchen, fire extinguisher for cabin	\$ 141.16	City – B&G
Wyandotte Alarm - 2630 Commercial Alarm Company	\$ 186.00	City – B&G
Wyandotte Alarm - 2610 Commercial Alarm Company	\$ 186.00	City – B&G
Eastman Protection, Inc. – Fire Extinguishers serviced	\$ 45.00	City – B&G

Subtotal All Miscellaneous: \$ 1,003.04

CURRENT BUDGET BALANCES – AS OF MAY 10, 2012

SUPPLY LINE	BALANCE YEAR TO DATE	2011 BUDGET
Office Supplies	\$ 92.41	\$ 1,050.00
Postage	\$ 60.31	\$ 80.00
Building Maintenance & Supplies	\$ 35.64	\$ 8,279.00
Printing	\$ 0	\$ 800.00
Electric	\$ 4,583.41	\$ 6,700.00
Water	\$ 1,051.96	\$ 1,675.00
Heat	\$ 5,831.42	\$ 10,200.00
Education	\$ 240.00	\$ 240.00
Automobile	\$ 160.00	\$ 160.00
Reserve	\$ 73,163.03	n/a

**WYANDOTTE CULTURAL AND HISTORICAL COMMISSION
MINUTES OF THE MAY 17, 2012 MEETING
MARX HOME**

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

EXCUSED: Stan Rutkowski, Eula Grooms, Don Schultz, Tom Woodruff

SOCIETY: Wally Hayden, Angie Cislo, Nancy Lange, Lynne Rutkowski, Beth Labadie, Brian Baird, Doug Golema, Roger and Marian Bradley, Mary Washko

President Michelle Blankenship called the meeting to order at 6:02 p.m.

The Commission and the Society members introduced themselves.

Wally asked if the Commission had any ideas about how to reach more people and get more members to join the Historical Society, especially local elected officials.

Almost all of the Commissioners said they are current members of the Society. Anne suggested giving a one-year gift subscription to the Society newsletter, accompanied by a presentation at a City Council meeting, to show elected officials what the Society is all about. Some Society members also hand out newsletters on the street at Third Friday events. Jody has also tried sending elected officials invitations to Museum events, without much response.

Doug suggested possibly using cable TV to promote Society membership. Michelle also announced that the Patch is going to meet any local non profits on June 6 at 10 a.m. to talk about promoting them.

Michelle asked about whether the Society might be able to staff the gift shop in the MacNichol home during the hours when the Museum is open for tours - noon to 4 Thursday through Sunday. Since Shirley's position was cut, volunteers are now there to give tours, and there are some safety concerns with just one person being alone in the house. An extra person in the gift shop might help tour guides feel safer in the Museum. In addition, tour guide volunteers cannot sell anything in the gift shop. Sandy Noble is in charge of the gift shop and is trying to get a schedule put together. There will also be an article in next month's newsletter asking for people to help with the gift shop. She will eventually have a schedule that she can send to Jody of gift shop volunteers.

The Society and Commission discussed ways to recruit new volunteers, since it seems that many events are staffed by the same people all the time. There is just one list of volunteers for the Society, and the Museum has a phone tree of people they sometimes call. A few people suggested using the newsletter to recruit chairs for different events. It was suggested that a Society member and Commissioner should work together to recruit more volunteers for events as well as compile one joint volunteer list. Anne and Lynn volunteered for this project.

The Commission suggested that it might be beneficial for the Society to publish a list of donors. This would be an extra way to thank people to donate time and money, and also possibly encourage

some elected officials to get involved in Museum and Society projects. Some people have expressed concerns about publishing this type of list because some names will inevitably be left off the list, and the Society doesn't want to offend anyone. The Society Board will probably have to vote on this matter.

Wally said there are some board members who feel the Museum should be more of an exhibit gallery and less of a home tour. Jody said the Museum just received a grant from the Michigan Humanities Council that will help with the City History Exhibit Gallery. The Museum had run into some problems with finishing those projects, but is now able to move forward and should make significant progress within the next 12 months.

Even currently, Wyandotte history is being discussed on the tours. Some Society Members have expressed displeasure about not being involved enough in the planning process for the new City History Exhibit Gallery. Wally will be the Society's representative on the exhibit project once it begins, so he will be able to provide the Historical Society with regular updates. In regards to the old exhibit gallery being taken down, Jody said that some of the items and displays were deteriorating or damaged, and Museums need to be updated sometimes.

Items in the new basement gallery will be conducive to the environment. Since the basement is humid, there will not be items that don't do well in humid environments. Some other city history items will be shown in a gallery on the third floor. There will be a small panel to decide on what is included in the City History Exhibit Gallery, so Society members can filter their concerns through Wally and he will make them known to Jody.

Ken suggested putting updates on the gallery in the Society's newsletter. Anne said she would be happy to, and the Society agreed that those updates would fit with the content of the newsletter.

The Society asked about the Museum's process for deaccessioning Museum items. They wondered what the process is for clearing out the Museum and whether anyone outside the Museum staff is notified of the deaccessioned items. The Commission has always had a Deaccession Committee. It is currently combined with the Accession and Salvage Committee. If anything has been formally accessioned, it must be formally deaccessioned, meaning the item must be researched and go before that Committee. Dave suggested possibly letting the Society have a first look at everything before it is Deaccessioned. However, adding that to the process might take too long and be too complicated. Anne suggested possibly inviting the Society to preview the items in Eula's next sale the night before it opens to the public, which will feature items from her salvage project.

When people donate to the Museum, they give the Museum the right to do whatever it wants with the items. Most deaccessioned items are sold, and it is very rare that the Museum staff throws anything away. There are also some items stored at the Museum that do not necessarily belong to the Museum. Jody says they've done their best to consolidate these items and give the Society, Friends, and other groups who use the Museum their own spaces to keep these types of items.

Ken suggested adding a member of the Deaccession Committee who would serve as a liaison for the Society. A Society member might not know the significance about any particular item, but they could possibly report back to the Society after the Committee meeting but before the Commission can vote on whether or not to have the items deaccessioned.

Some members of the Society expressed concern that people might be less likely to donate items to the Museum if they don't know for sure that they will be displayed or used. Jody said that it's inevitable they will have more items than they can display at any one time, but they plan to rotate items sometimes. In addition, she said most people who donate are not very concerned about what happens to their items. And Jody reserves the right to refuse any donations that she knows the Museum will not use. She said that hopefully the new City History Exhibit Gallery will encourage more people to donate their Wyandotte historical items.

Jody asked about appointing a point person from the Historical Society for the Museum staff to contact about any Society events. The Museum staff helps with marketing and logistics for many of these events, and it would be much easier for them to have one person to contact for each event, rather than trying to reach different people to talk about different aspects of the events. The chairperson of each event should be able to address any of the staff's concerns and get in touch with other Society members on behalf of the Museum staff.

Jody also announced that the Museum staff will move forward with the Pie and Ice Cream event this year, after the Society decided that they would not be able to host it. She received donations from Stroh's and a few other companies, as well as some of the Commissioners. So the pie and ice cream is already paid for. It will only be four hours long this year, and the Society will have the opportunity to host the event again next year.

In the past, many members of the Commission also served on the Society Board, but there is no overlap anymore. So Michelle asked if the Society would be open to having a liaison from the Commission. She said the Commission would be open to having a liaison as well, and of course the Commission meetings are open to the public. The Society's meetings are also open, and they would definitely be open to having a liaison from the Commission. The Society and Commission also agreed to add each other to their respective email lists so they can receive regular updates.

Jody asked about the possibility of the Society sending letters to solicit donations from their membership if there is a project that the Board feels warrants that type of action. In terms of the Museum, Jody thinks that a lot of people believe the city pays for buildings and grounds projects, and that is not the case. The Commission and Society also discussed the possibility of adding a Museum "wish list" to the newsletter, or tucking a solicitation letter inside the newsletter.

The Museum staff has run across some grants that are only available to 501(c)(3) organizations, so the Commission would not be eligible to apply, but they could pass along the information to the Historical Society. They could also work together on some cooperative funding efforts. Michelle also offered to send Wally a list of the Commission's Subcommittees, in case any Society members would be interested in participating.

Michelle brought up the possibility of doing a joint project between the Commission and the Society commemorating the 200th anniversary of the War of 1812 sometime this year.

Michelle gave an update about the Commission's preservation efforts. She informed the Society about the city's process for buying and demolishing homes, and said that this is a big concern for Wyandotte's historic area. There is power in numbers, so she wondered if the Society could keep their membership informed about preservation efforts in the city. She proposed that some Society members might join the Commission's Preservation Committee to help formulate a plan to change the city's process of buying and demolishing homes.

Michelle talked about doing a survey of some historic neighborhoods in Wyandotte. She said the Commission could pick specific buildings or neighborhoods and research them and hand out information to the people who live there, as some of them might not be aware of the history that surrounds them. She suggested starting in Federal Square, an area near Cedar Street between Fourth and Fifth, which was built during World War I for workers in ship building factories.

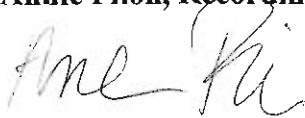
Michelle announced that the Commission will be inviting their SHPO field rep to an upcoming meeting, and said she would email the Society Board to let them know in case anyone would be interested in attending that meeting.

Michelle suggested that the Society Board and Commission meet on some kind of regular basis. Everyone agreed that twice per year would be reasonable. So the next meeting was tentatively scheduled for sometime in November.

President Michelle Blankenship adjourned the meeting at 8:10pm.

Next Meeting: June 14, 2012.

**Respectfully Submitted,
Annie Pilon, Recording Secretary**

A handwritten signature in dark ink, appearing to read "Annie Pilon", written in a cursive style.

CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION MEETING MINUTES – DRAFT
JUNE 13, 2012

Members Present: John Darin, Chairperson, Brandon Calvin, Linda Orta, Bill Summerell, Karen Tavernier

Members Absent: Alice Ugljesa

Guests: None

1. Call to Order: The meeting was called to order by John at 6:06pm.
2. Reading and Approval of Previous Minutes:
 - a. May 9, 2012 Regular Meeting: The minutes of the May 9, 2012 Regular Meeting of the Wyandotte Beautification Commission were approved as written. The motion was made by Linda and seconded by Karen. The minutes were approved unanimously.
3. Chairperson's Report:
 - a. Resignation of Commissioner Molnar: Maggie Molnar has submitted her resignation from the Commission, effective immediately. The Wyandotte Beautification Commission sincerely appreciates all her hard work and dedication to keeping Wyandotte Beautiful and wishes her all the best in her future endeavors.
 - b. Updated Meeting Attendance Log and Contact List: John has updated the attendance log and contact list to reflect the members of the Commission, current as of this meeting, and distributed them to the Commission.
4. Treasurer's Report: An updated Treasurer's report was submitted, current as of June 5, 2012. The Commission's 2011/12 budget was \$8,000.00 and a roll-over from last year of \$1,372.85, giving the Commission a total Fiscal Year 2011/12 budget of \$9,372.85. The Commission's expenses so far this year total \$5,826.51, which leaves the Commission with a current balance of \$3,546.34.
5. Public and Media Communications:
 - a. Keeping Michigan Beautiful and Beautification Committee of SE Michigan liaison updates: John contacted both KMB and BCSEM and informed them of Alana's resignation. John will temporarily take over the role as liaison until a new liaison can be designated.
 - b. Karen is going to talk with the IT Director to clarify the voicemail, hotline, and email access for the Beautification Commission.
6. Community Garden Relocation Status Report: **Work Day, Saturday, June 16, 8:00am**
 - a. Action List Review and Update: All the garden beds at the new Community Garden are rented and full. There are very few things left in the old garden. The parking signs have been moved to the new garden and the Commission will be asking DPS to clear the lot of the vacated Community Garden. There was a motion by John, seconded by Linda, to purchase corner fencing for the new Community Garden. The motion was approved unanimously.
7. Hanging Basket Plantings Status Report: The loops for the 2 baskets that remain to be hung were too small so larger hoops had to be made and will be put up as soon as possible.
8. Spring 2012 Plantings Status Report: Some of the boxes on Biddle were not planted and others needed to be replanted. The Commission discussed having a quick planting training at the beginning of the Dig-In next year to show the volunteers how the plants need to be planted. John is going to communicate with Carol about how much ground cover is needed. A motion was made by John and seconded by Karen to purchase additional ground cover to backfill the boxes along Biddle. The motion was unanimously approved.
9. Annual Home and Business Beautification Awards Planning: The Annual Home and Business Beautification Awards are coming up within the next couple of months. Everyone is encouraged to start looking for nominees.
10. New Business: There was no new business.

Beautification Commission Meeting Minutes

June 13, 2012 – Draft

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11. Announcements: Linda and Karen will be attending the Summer Quarterly Meeting of the Beautification Council of South East Michigan. The Commission will pay for their registration fees, as previously approved.
12. Next Meeting: The next Regular Meeting is Wednesday, July 18, 2012 at 6:00pm in City Hall.
13. Adjournment: The meeting was adjourned by John at 7:44pm.

Respectfully Submitted,

Brandon Calvin

Recording Secretary
Wyandotte Beautification Commission

COMMUNITY GARDEN RELOCATION ACTION PLAN – 155 OAK STREET

Updated 6/13/12

NEED	ACTION PLAN	ACTIONS & RESPONSIBILITIES	DEADLINE	COMMENTS
1. Hold Harmless Agreement	As a condition of approval, City Council requires that the Beautification Commission signs a Hold Harmless Agreement for use of the lot at 155 Oak Street.	Karen and John to sign HHA	W, 3/28/12	Completed 3/28/12. Copy on file.
2. Notification of intent to relocate to Planning Commission & DDA	A letter needs to be written to announce that the community garden will be relocating to 155 Oak Street (lot next to Teezer's), planning garden re-opening on May 12 this year, details to follow.	- Karen to write letters - John to present to DDA	T, April 10	Completed 4/10/12.
3. Identify the lot lines & boundaries of the lot	The corners of the lot at 155 Oak Street need to be located, surveyed, and staked.	Engineering Department staff	W, April 11	Completed 4/4/12
4. Configure garden space – Identify basic community garden orientation and layout	Front of garden to face Oak Street (north); setback from sidewalk ~ 12'; staging area located at south end; parking for garden in adjacent municipal lot; plan for fencing w/ front & side access gates – rear gate TBD.	- John to schedule - Bill to draft garden layout - All members to assist	Sa 4/14	Completed 4/14/12. Lot lines identified and staked.
5. Configure garden space – Identify central water location	Approximate center of lot will be desired location of central water supply for bed watering and clean-up.	- John to schedule - Bill to draft garden layout - All members to assist	Sa 4/14	Completed 4/14/12. Location of desired water supply marked.
6. Configure garden space – Identify locations of standard raised beds	Need to develop a garden bed layout, based on existing community garden template & existing number of salvageable raised beds; need to mark the bed corners; handicapped beds deferred to Phase 2.	- John to schedule - Bill to draft garden layout - All members to assist	Sa 4/14	Completed 4/14/12. Locations for existing 4x8 beds identified & marked.
7. Run water supply line	Water supply line needs to be provided at the approximate center of the garden; needs to run down an aisle and not underneath beds; provide two (2) hose bibs minimum 18" above ground.	- Karen to coordinate w/Greg Meiring from Engineering Dept.	5/12/12	Completed 5/3/12. Connection to main in Teezer's basement. 4 hose bibs installed.
8. Configure garden space – Set-up garden Staging Area & signage	The garden Staging Area (for loads of topsoil, mulch, etc) at rear (south); relocate parking signage for utility vehicle in Staging Area	- Alice to coordinate sign relocation w/DPS - DPS to pull & reinstall signs	Sa 5/12	Completed 6/2/12. Parking will be for utility vehicles & support services. Staff & visitors to park in city lot.
9. Remove, transport, & relocate the existing garden beds	Existing 2x4x8 garden beds to be moved from their current locations to the marked locations at 155 Oak. Some disassembly & reassembly likely required; may need corner reinforcement hardware.	- Karen to coordinate w/District Court Work Force to relocate bed lumber from current location - All members to assist in removal & relocation	Sa 4/21	Completed 4/21/12. Relocated 17 ea 2x4x8 beds, 1 ea 2x4x4 bed, and 1 ea 2x4x12 bed to new location

COMMUNITY GARDEN RELOCATION ACTION PLAN – 155 OAK STREET

Updated 6/13/12

NEED	ACTION PLAN	ACTIONS & RESPONSIBILITIES	DEADLINE	COMMENTS
10. Backfill installed garden beds w/topsoil	Obtain 6 yards topsoil mix donated by Panetta's Landscaping Supply. Purchase additional 11 yards topsoil mix @ wholesale pricing, up to total cost of \$300. Commission reviewed and approved purchase recommendation. Topsoil to be dumped in Staging Area. Each 4x8 bed determined to hold approx. 0.9 yard topsoil.	<ul style="list-style-type: none"> - John to request PO & coordinate purchase & delivery from Panetta's - Alana to obtain donation of topsoil From Panetta's - All members to assist - Karen to coordinate Workforce to assist backfill 	Sa 4/28	Completed 5/2/12. Panetta Landscape Supplies donated 6 yds; purchased 11 yds @ wholesale pricing, PO #61299; delivered 5/1. Work Force filled all beds 5/2.
11. Construct additional garden beds	Purchase ACQ treated 2x8 lumber and special brackets sufficient to construct 12 additional 2x4x8 beds, up to total cost of \$600. Commission reviewed and approved purchase recommendation.	<ul style="list-style-type: none"> - John to coordinate purchase of lumber and brackets from Lowe's & coordinate delivery to DPS - Karen to seek approval for assembly of frames by DPS, and transport of frames to garden by Workforce. - Workforce to backfill new beds w/existing topsoil 	Su 6/3	Completed 6/3/12. Lumber purchased at Lowe's & shipped to DPS, who assembled 12 beds & delivered to site. 10 yds topsoil delivered 6/2. Beds backfilled by Work Force on 6/3.
12. Apply weed control to garden aisles & open lot	Contact herbicide applicator for broadleaf & grassy weed control application to garden aisles & open lot; pricing \$30/application.	- John to coordinate w/Rowley's Fertilization	w/e 4/28 also, apply in May & June	Completed 4/23/12. Application #1.
13. Apply mulch to suppress weeds	It was decided to forego mulch at this time; defer for later consideration.	NA	NA	Deferred. No action to be taken.
14. Relocate garden sign	The garden sign needs to be relocated to the new location, preferably in the setback area.	- Karen & Alice to coordinate w/DPS to relocate signage	July 1	Completed 6/13/12. Sign & post removed & re-installed by DPS.
15. Relocate PVC fencing	Relocate fencing to front of community garden. Can be pulled out of the ground, not cemented in?	- Karen & Alice to coordinate w/DPS to relocate fencing	July 1	In Process.
16. Move existing perennials	Dig up and replant existing bulbs & perennials at other locations	<ul style="list-style-type: none"> - Karen to write letter to renters to salvage their plants - Commissioners to salvage plants as desired - Open request to community to salvage plants left over 	July 1	In Process. All desired plant material salvaged and re-planted. Awaiting clearing of lot.
17. COMMUNITY GARDEN RIBBON-CUTTING AND GRAND OPENING	Conduct high-profile publicity event w/DDA, city dignitaries, press, etc.	- TBD to coordinate w/Natalie & Mayor's Office	July 1	Whew!! Done!! ☺

MINUTES FOR THE RETIREMENT COMMISSION MEETING
WEDNESDAY, JUNE 20, 2012, 9 A.M.

ROLL CALL

Present: Commissioners Hanson, Harkleroad, LaManes, Lyon, Swiecki

Absent: Commissioners Brohl, Sabuda

Also Present: Sam Galanis, Oppenheimer
Andy Temming, Renaissance

RESOLUTION ON THE MINUTES

MOTION by Commissioner Hanson, supported by Commissioner Lyon, that the reading of the minutes of the May 22, 2012 meeting be dispensed with and the same stand approved as recorded. UNANIMOUSLY CARRIED

COMMUNICATIONS – MISCELLANEOUS

MOTION by Commissioner Swiecki, supported by Commissioner Lyon, that we refer the communication from Rod Lesko, Transmission & Distribution Superintendent, Wyandotte Municipal Services, requesting an adjustment of his credited service, to the City Administrator for confirmation of said request. UNANIMOUSLY CARRIED.

MOTION by Commissioner Swiecki, supported by Commissioner Hanson, that we refer the communication from Mr. Timco requesting Ms. Nancy Ison of the Municipal Service Cable Department be scheduled for an examination by a city physician for consideration for a non-duty related disability retirement to the City Administrator for coordination. UNANIMOUSLY CARRIED

SPECIAL ORDER

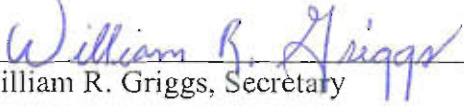
MOTION by Commissioner Harkleroad, supported by Commissioner Lyon, that we approve travel expenses for Commissioners interested in attending the MAPERS Conference. UNANIMOUSLY CARRIED

Mr. Galanis discussed the May 31, 2012 Investment Portfolio Report. May losses were substantial for the investment portfolio. World wide problems have been overwhelming.

Mr. Andy Temming of Renaissance, Growth Manager, security losses have been world wide. Strong in emerging markets and developed markets. 33% is maximum investment in emerging markets. Concentrating on investments in large cap stocks. We are heavy in energy stocks and technology. Valuations are getting better. Return to stability and growth will be slow. We are fully invested and positive of the future.

ADJOURNMENT

MOTION by Commissioner LaManes, supported by Commissioner Swiecki, that we adjourn at 9:50 AM. UNANIMOUSLY CARRIED



William R. Griggs, Secretary
Wyandotte Employees' Retirement Commission
June 20, 2012

City of Wyandotte
Department Of Public Service
4201 13th Street
Wyandotte, MI 48192
734.324.4590

William R. Griggs, City Clerk:

The following report is made of monies received from the receipts issued for the date(s)
of 6-13 to 6-18-12 which have been turned over to the City Treasurer.

Type	Total	Payment Type	Amount
Dumping and Dumpster fees		: FE: \$	<u>688.00</u>
Refuse Stickers		: FD: \$	<u>15.00</u>
Solid Waste Toter		: FG: \$	
Miscellaneous		: MZ: \$	
Yard Waste Subscription		: YW: \$	<u>40.00</u>
Total fees: \$			<u>743.00</u>

Gary Ellison
DPS Superintendent

FE	\$	<u>688.00</u>
FD	\$	<u>15.00</u>
FG	\$	
MZ	\$	
YW	\$	<u>40.00</u>