

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, APRIL 15 , 2013 , 7: 00 PM
PRESIDING: THE HONORABLE JOSEPH R. PETERSON, MAYOR
CHAIRPERSON OF THE EVENING: THE HONORABLE SHERI M. FRICKE

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

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Norman E. Eberts submitting his resignation from the Planning Commission.
2. Communication from Steve Mikhail, regarding the proposed construction of a 1200 square foot addition to Nanna's Kitchen located at 2962 Biddle Avenue.

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

3. Communication from Mayor Peterson submitting various appointments to Commissions and Boards.
4. Communication from the Power Systems Supervising Engineer regarding the Beebe Wind Power Purchase Commitment through MPPA.
5. Communication from the City Engineer and City Attorney submitting the Billboard Sign Agreement and Improvement Removal Agreement.

6. Communication from the Chief of Police relative to the hiring of a Dispatcher (Downriver Central Dispatch/Police Department.)

7. Communication from the Chief of Police regarding the Downriver Mutual Aid Interlocal Agreement and Master Acknowledgment/Consent Agreement.

8. Communication from the City Engineer and City Assessor relative to the sale of property within the City of Wyandotte.

9. Communication from the City Engineer and City Attorney relative to Tree Removal at 89 Perry Place.

10. Communication from the City Engineer regarding the Labadie Park Neighborhood Master Deed Amendment.

11. Communication from the City Engineer relative to the hiring of a Laborer in the Department of Public Service.

12. Communication from the City Engineer, Superintendent of Recreation and Administrative Trainee of Recreation submitting the acceptance of Bid File # 4609-2013 Tennis Court Reconstruction.

13. Communication from the City Engineer regarding the Neighborhood Stabilization Program 3- as it pertains to 1749-2nd Street.

14. Communication from the City Engineer relative to the Antenna Site License Agreement Amendments for T-Mobile.

CITIZENS PARTICIPATION:

HEARINGS:

HEARING RELATIVE TO
COMMERCIAL REDEVELOPMENT DISTRICT
122-126-128 OAK STREET
WYANDOTTE, MICHIGAN

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	April 2-April 10, 2013	\$118,611.13
Design Review Committee	April 9, 2013	
Beautification Commission Meeting	March 13, 2013	

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

ATTENTION
REPRESENTATIVES FROM
PLANTE & MORAN
ARE SCHEDULED TO
PRESENT THE CITY OF WYANDOTTE
FINANCIAL REPORT FOR THE
FISCAL YEAR
ENDING SEPTEMBER 30, 2012
6:00 P.M.
PRIOR TO THE COUNCIL MEETING
MONDAY, APRIL 15, 2013
IN THE CITY COUNCIL
CHAMBERS 3RD-FLOOR
3200 BIDDLE AVENUE

Posted April 8, 2013 by the City Clerk's Office

①

Norman E Eberts
107 Biddle Ave
Wyandotte, Michigan

April 10, 2013

Honorable Mayor and Council,

I hereby tender my resignation as a Commissioner
on the Planning Commission. The reason being is, I am
moving out of state.

It has been my pleasure to have ^{served} ~~served~~ the officials
of Wyandotte and its citizens.



Norman E Eberts

cc: Chairperson of the Planning Commission, Elizabeth Krimmel

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April 09, 2013

Dear Mayor Peterson and Council

It is with much regret that I inform you of my decision to forgo the construction of the 1200 square foot addition to Nanna's Kitchen located at 2962 Biddle Ave and the purchase of city property located on the southern most corner of Biddle and Elm in the City Of Wyandotte.

After reviewing all aspects of this endeavor I have found that it does not meet with my goals both personally and professionally. I thank you Mayor Peterson and Council for your continued support. I would also like to extend additional thanks to Mark Kowalewski and the Engineering Dept who spent extra time reviewing plans, to Claude Marcoux for his expertise and the Beautification Committee and Planning Committees for their insight and support. I would like to also thank Dave Adamczyk from D&A who originated this whole idea and brought it to a point that is farther than what I would have ever dreamed!

I have been blessed to spend the last 28 years of my life dedicated to building a thriving business in a supportive community and plan to continue for many more years to come. I appreciate and thank you again for your support.

Sincerely,



Steve Mikhail
Nanna's Kitchen

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL

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

JOSEPH R. PETERSON
MAYOR

April 11, 2013

Honorable City Council
City of Wyandotte
3200 Biddle Avenue
Wyandotte MI 48192

Gentlemen and Madam:

I am writing to request your concurrence in the following commission appointments:

Stanley J. Pasko, 1291 – 10th Street, Wyandotte, MI 48192, will replace Norman Eberts who resigned after many years of volunteer service to the community as a member of the Planning Commission. His term will expire April 2015.

Daniel Cervantes, 236 Walnut, Wyandotte, MI 48192, will replace Jan Nagel who recently submitted her letter of resignation from the Cultural and Historical Commission. His term will expire December 2016.

Thanking you in advance for your support of these appointments, I remain

Sincerely,

Joseph R. Peterson
Mayor

cc: Elizabeth A. Krimmel, Chairperson, Planning & Rehabilitation Commission
Jody Egen, Director of Museums

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION



MEETING DATE: April 15, 2013

AGENDA ITEM # _____

ITEM: Municipal Services Resolution 04-2013-01:
Beebe Wind Power Purchase Commitment through MPPA

PRESENTER: Charlene Hudson, Power Systems Supervising Engineer

INDIVIDUALS IN ATTENDANCE: Rod Lesko – Acting General Manager,

BACKGROUND: Wyandotte Municipal Services (WMS) is currently a member municipality of Michigan Public Power Agency (MPPA), a joint agency organized and existent pursuant to Act No. 448 of the Michigan Public Acts of 1976. Through our Energy Services Agreement with MPPA, WMS along with other member municipalities enter into contracts with MPPA to provide the purchase, sale and transmission of power and energy. MPPA will be entering into a renewable energy purchase agreement with Beebe 1B Wind Farm. The proposed wind farm will consist of a minimum of 11 wind turbine generators to a maximum of 19 turbine generators at 2.4 MW/generator. WMS would enter into a Purchase Power Commitment (PPC) with MPPA to purchase 18% of the generation at a price not to exceed \$49.95 per MWh. This is a 20 year project commitment with a 2.5% per year price escalation.

STRATEGIC PLAN/GOALS: The Beebe Wind Farm, a renewable energy source, is located in Gratiot County, East of Ithaca, Michigan. PA 295 requires Renewable Energy Certificates/Credits (RECs) to equal 10% of a utility's projected annual energy needs by 2015. The act requires 2013 RECs to equal 3.3% and 5% in 2014 and must be sources located in Michigan. Our current renewable portfolio includes Granger and North American Natural Resources Landfill Gas projects and existing solar projects. The addition of Beebe Wind will provide an estimated 12,500 RECs per year helping us achieve our 2015 goal of 10%. In addition to the RECs, the Beebe Wind pricing is of \$49.95 is consistent with our projected \$/MWh cost in our business plan model for 2014.

ACTION REQUESTED: Receive and place on file the resolution and support concurring with the Wyandotte Municipal Service Commission's approval of the Beebe Wind Project purchase power commitment.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Budget is accounted for under General Power Production - Purchased Power Expense 591-003-511-901-007.

IMPLEMENTATION PLAN: Sign authorization letter to allow MPPA to bring forth letters of intent from several municipalities to the April 10, 2013 Board of Commissioners for the execution of the renewable energy purchase agreement between MPPA and Beebe Renewable Energy, LLC.

COMMISSION RECOMMENDATION: Municipal Services Commission approved resolution # 04-2013-01 at regular meeting on April 2, 2013.

CITY ADMINISTRATOR'S RECOMMENDATION: N/A – request is only to receive and place on file

LEGAL COUNSEL'S RECOMMENDATION: N/A – Similar to previously approved power purchase agreements within the Energy Services Project of MPPA

MAYOR'S RECOMMENDATION: N/A – request is only to receive and place on file

LIST OF ATTACHMENTS

- Letter of Authorization and
- Renewable Energy Purchase Agreement between MPPA and Exelon – informational purposes only

MODEL RESOLUTION: BE IT RESOLVED by the City Council to receive and place on file.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Browning

DeSana

Fricke

Galeski

Sabuda

Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

(5)

MEETING DATE: April 15, 2013

AGENDA ITEM #

ITEM: Billboard Sign Agreement and Improvement Removal Agreement

PRESENTER: Mark A. Kowalewski, City Engineer and Bill Look, City Attorney

Mark Kowalewski 4-11-13

INDIVIDUALS IN ATTENDANCE: Same as above

BACKGROUND: The City has a Purchase Agreement to sell the property known as Former 87 Mulberry, 2312-2350 Biddle Avenue to Ghazwan Atto, M.D. P.C., for a new medical office building. The billboard sign and the home at 2350 Biddle have not been removed from the property and Dr. Atto would like to close on the property. Your Honorable Body approved the CBS Sign Agreement last week for removal of the billboard sign and the City is waiting for DTE to disconnect the gas at the home. Therefore, the attached documents will need to be executed.

STRATEGIC PLAN/GOALS: The commitment to an economic development strategy that results in expansion and "good neighbor" to the city's growing Medical and Health complex along Biddle surrounding Wyandotte Henry Ford Hospital.

ACTION REQUESTED: Approval Mayor and City Clerk to execute the Billboard Sign Agreement and Improvement Removal Agreement as presented to City Council.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Execute Billboard sign Agreement and Improvement Removal Agreement and closing on the property.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Concur 4/15/13*

LEGAL COUNSEL'S RECOMMENDATION: Approved by the City Attorney

MAYOR'S RECOMMENDATION: *[Signature]*

LIST OF ATTACHMENTS: Billboard Sign Agreement and Improvement Removal Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 15, 2013

RESOLUTION by Councilperson _____

BE IT RESOLVED the communication from the City Engineer and City Attorney regarding the development of the property known as former 87 Mulberry - 2312-2350 Biddle Avenue is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the Billboard Sign Agreement and Improvement Removal Agreement as presented to City Council.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

IMPROVEMENT REMOVAL AGREEMENT

This Improvement Removal Agreement ("Agreement") is made this ____ day of March, 2013 between the City of Wyandotte, whose address is 3131 Biddle Avenue, Wyandotte, Michigan 48192 ("Seller"), and Pro Excavation, Inc., a Michigan corporation ("Contractor"), and Ghazwan Atto, M.D., P.C., whose address is 2211 Fort Street, Wyandotte, Michigan 48192, and JAJL Properties, LLC, a Michigan limited liability company, whose address is 28400 Northwestern Highway, 3rd Floor, Southfield, MI 48034 (collectively, the "Purchaser").

Recitals:

- A. Seller is the owner of certain real property, commonly known as: 2350 Biddle, Wyandotte, Michigan 48192 ("Property").
- B. Seller and Purchaser entered into a certain Purchase Agreement dated May 17, 2011, as amended (collectively, the "Purchase Agreement") for the sale and purchase of the Property, in which Seller agreed that on or before the date of closing Seller would remove all improvements from the Property.
- C. As of the date of this Agreement, improvements still remain on the Property, including without limitation a house (the "Improvements").
- D. City Counsel for Seller, on January 29, 2013, authorized its acceptance in a resolution of Contractor's bid to demolish various properties located in the City of Wyandotte, including without limitation the Property.

Agreement:

THEREFORE, because it appears that the Improvements will not be removed from the Property on or before the date of closing, and because Seller and Purchaser seek to facilitate the removal of the Improvements from the Property, the parties hereto do hereby agree as follows:

1. **Last Date of Removal.** Seller and Contractor shall remove the Improvements from the Property on or before **A**
2. **Site Access and Repairs.** Purchaser hereby grants Seller and Contractor permission to enter the Property and engage in the Removal (as defined in Paragraph 3 below) for the period beginning on the date of this Agreement and ending on _____. Upon completion of the Removal, Seller and/or Contractor, at no cost to Purchaser, shall restore the Property to a condition substantially similar to its condition and repair at the time immediately preceding commencement of the Removal. If required, Seller and Contractor shall obtain any necessary permits, authorizations, or approvals from all governmental agencies that have jurisdiction over the Removal prior to commencement of the Removal.
3. **Notification and Conduct.** Seller and/or Contractor shall, not less than five (5) business days prior to commencement of the removal of the Improvements from the Property or any

activities required therefor or related thereto (collectively, the "Removal"), notify Purchaser of all proposed activities to be conducted in connection with the Removal of the Improvements from the Property, and the anticipated schedule for performing such activities. The Removal of the Improvements shall be performed in a good, workmanlike, and lien-free manner, in full compliance with all applicable local, state, and federal laws, ordinances and regulations. The Removal of the Improvements shall be coordinated, staged and conducted by Seller, Contractor and Purchaser in an uninterrupted fashion so as to complete the Removal of the Improvements as soon as reasonably practicable, but no later than _____ and in such a way as to minimize disruption and inconvenience to Purchaser and other neighboring property owners.

4. **Lien Waiver.** Seller and Contractor, on behalf of themselves and their respective general contractors, subcontractors, agents, suppliers and materialmen, hereby waive any and all rights to claim a lien of any kind or nature, whether statutory or by consent, to secure collection of its fees and expenses arising from the Removal of the Improvements, or of any other work performed at the Property, and agrees that Seller's and Contractor's respective general contractors, subcontractors, agents, suppliers and materialmen shall look to Seller and Contractor, respectively, for payment of its fees and expenses.

5. **Release.** As consideration for being afforded access to the Property, Seller and Contractor hereby waive, release and discharge Purchaser, its parent and subsidiaries, affiliates, and its respective shareholders, members, directors, managers, officers and agents from all present and future claims, causes of action, or demands that Seller and Contractor now have or may hereafter accrue on account of, or in any way growing out of, any and all known and unknown, or seen and unforeseen bodily and personal injuries or property damage and the consequences thereof resulting, or which may result, from Seller's and/or Contractor's activities upon the Property or the use of any equipment or procedures while on, entering or leaving the Property. Seller and Contractor further waive, release and discharge Purchaser for loss or damage to property and/or equipment of any kind of or in the custody or care of Seller and/or Contractor, or their respective general contractors, subcontractors, sub-subcontractors, employees and agents, while such property or equipment is in or on the Property, or being used in connection with the Removal of the Improvements from the Property. Claims arising out of the gross negligence or willful misconduct of Purchaser, its parent and subsidiaries, affiliates, and their respective shareholders, members, directors, managers, officer and agents are excluded from this Release.

6. **Indemnity.** Seller and Contractor each agree to indemnify, to defend (with qualified legal counsel approved in advance by Purchaser) and to hold Purchaser free and harmless from and against any and all liabilities, damages, losses, injuries, claims, causes of action, investigations or lawsuits brought by any person, including governmental authorities, arising from or relating to the Removal of the Improvements from the Property, including, but not limited to, any acts or omissions of Seller or Contractor and their respective general contractors, subcontractors, sub-subcontractors, employees and agents, and including reasonable attorneys' fees and costs. All obligations under this Paragraph shall survive termination of this Agreement.

7. **Failure to Remove Improvements.** In the event that Seller and Contractor fail to remove the Improvements from the Property in accordance with this Agreement, Purchaser has

the right to enforce this Agreement in a court of law with applicable jurisdiction and/or to remove the Improvements from the Property itself at Seller's and/or Contractor's sole cost and expense. In the event that Seller and Contractor fail to remove the Improvements from the Property, Seller and/or Contractor shall pay Purchaser's reasonable attorneys' fees and costs incurred in enforcing this Agreement and/or removing the Improvements from the Property.

8. **Agreement between Seller and Contractor.** Purchaser shall have the same rights as Seller and Contractor to enforce the terms of that certain bid proposal submitted by Contractor to Seller on January 16, 2013 as approved by resolution of the City Council for Seller on January 29, 2013.

9. **Insurance.** Prior to entering the Property, Seller or Contractor shall provide to Purchaser and maintain throughout the period that the Removal of the Improvements is being performed by Seller and/or Contractor on the Property an occurrence-basis (and not claims made) form of policy of commercial general liability insurance against any and all claims for injuries to persons including loss of life, and/or damage to property occurring upon the Property. Such policy of insurance shall (i) have limits of not less than \$1,000,000 per occurrence, (ii) name Purchaser as additional named insureds, and (iii) provide that such policy shall not be amended or cancelled without first giving Purchaser at least thirty (30) days prior written notice. Any amendment or cancellation of said insurance shall immediately suspend Seller's and Contractor's right to access the Property until such insurance is reinstated or replaced.

10. **Successors.** This Agreement shall be binding on Seller, Contractor and Purchaser, and each of their respective heirs, executors, administrators, personal representatives, successors, transferees and assigns. This agreement may not be assigned in whole or in part without the prior written consent of the Purchaser, or Seller and Contractor.

11. **Notices.** Any notices required to be made under this Agreement shall be made in writing to the address of the appropriate party as set forth below. All such notices shall be deemed to have been duly given and received upon mailing, facsimile, e-mail or delivery by courier or personal delivery service. If a party delivers a notice by means of facsimile or email transmission, it must also send a copy of that notice by one of the other means specified above. Parties may alter or modify their notice address by delivery of written notice pursuant to the terms of the Agreement.

Notice to Seller:

Attn: _____
Phone: _____
Fax: _____
Email: _____

Notice to Contractor:

Attn: _____
Phone: _____
Fax: _____
Email: _____

Notice to Purchaser: _____

Attn: _____
Phone: _____
Fax: _____
Email: _____

12. **Counterparts.** This Agreement may be executed in one or more counterpart copies, which together shall constitute one and the same instrument binding on all parties. Faxed and e-mailed copies may be relied upon as originals and shall bind the parties hereto.

13. **Choice of Law.** This Agreement shall be construed in accordance with the Laws of the State of Michigan without giving effect to Michigan's choice of law provisions.

[SIGNATURES ON FOLLOWING PAGE]

SELLER:
The City of Wyandotte

CONTRACTOR:
Pro-Excavation, Inc.

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

PURCHASER:
Ghazwan Atto, M.D. P.C.

JAJL Properties, Inc.

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

BILLBOARD SIGN AGREEMENT

This Billboard Sign Agreement ("Agreement") is made this ____ day of March, 2013 between the City of Wyandotte, whose address is 3131 Biddle Avenue, Wyandotte, Michigan 48192 ("Seller") and CBS Outdoor, Inc., whose address is 88 Custer, Detroit, Michigan 48202 ("CBS"), and Ghazwan Atto, M.D., P.C., whose address is 2211 Fort Street, Wyandotte, Michigan 48192, and JAJL Properties, LLC, a Michigan limited liability company, whose address is 28400 Northwestern Highway, 3rd Floor, Southfield, MI 48034 (collectively, the "Purchaser").

Recitals:

- A. Seller is the owner of certain real property that includes the SW corner of Mulberry and Biddle Avenue, located in the City of Wyandotte, County of Wayne, State of Michigan ("Property").
- B. Seller and CBS entered into a lease dated September 3, 2004, ("Lease") covering a portion of the Property located at the SW corner of Mulberry and Biddle Avenue for the purpose of the installation and maintenance of a billboard sign by CBS ("Sign") on the Property, the Sign being currently installed on the Property as of the date of this Agreement.
- C. Seller and Purchaser entered into a certain Purchase Agreement dated May 17, 2011, as amended (collectively, the "Purchase Agreement") for the sale and purchase of the Property, in which Seller agreed that on or before the date of closing Seller would terminate the Lease and ensure the removal of the Sign from the Property.

Agreement:

WHEREFORE, because it appears that Sign will not be removed from the Property on or before the date of closing, and because Seller and Purchaser seek to facilitate the removal of the Sign from the Property, the parties hereto do hereby agree as follows:

1. **Last Date of Removal.** Seller and CBS shall remove the Sign from the Property on or before **June 30, 2013**.
2. **Site Access and Repairs.** Purchaser hereby grants Seller and CBS permission to enter the Property and engage in the Removal (as defined in Paragraph 3 below) for the period beginning on the date of this Agreement and ending on **June 30, 2013**. Upon completion of the Removal, Seller and/or CBS, at no cost to Purchaser, shall restore the Property to a condition substantially similar to its condition and repair at the time immediately preceding commencement of the Removal. When required, Seller and/or CBS shall obtain any necessary permits, authorizations, or approvals from all governmental agencies that have jurisdiction over the Removal prior to commencement of the Removal. Removal shall not interfere with Purchaser's use of the Property.

3. **Notification and Conduct.** Seller and/or CBS shall, not less than five (5) business days prior to commencement of the removal of the Sign from the Property or any activities required therefor or related thereto (collectively, the "Removal"), notify Purchaser of all proposed activities to be conducted in connection with the Removal the Sign from the Property, and the anticipated schedule for performing such activities. The Removal of the Sign shall be performed in a good, workmanlike, and lien-free manner, in full compliance with all applicable local, state, and federal laws, ordinances and regulations. The Removal of the Sign shall be coordinated, staged and conducted by Seller and Purchaser in an uninterrupted fashion so as to complete the Removal of the Sign as soon as reasonably practicable, but no later than **June 30, 2013**, and in such a way as to minimize disruption and inconvenience to Purchaser and other neighboring property owners.

4. **Lien Waiver.** Seller and CBS on behalf of themselves and their respective subcontractors, agents, suppliers and materialmen, hereby waive any and all rights to claim a lien of any kind or nature, whether statutory or by consent, to secure collection of its fees and expenses arising from the Removal of the Sign, or of any other work performed at the Property, and agree that Seller's and CBS's respective general contractors, subcontractors, agents, suppliers and materialmen shall look to Seller and CBS, respectively, for payment of its fees and expenses.

5. **Release.** As consideration for being afforded access to the Property, Seller and CBS hereby waive, release and discharge Purchaser, its parent and subsidiaries, affiliates, and its respective shareholders, members, directors, managers, officers and agents from all present and future claims, causes of action, or demands that Seller or CBS now has or may hereafter accrue on account of, or in any way growing out of, any and all known and unknown, or seen and unforeseen bodily and personal injuries or property damage and the consequences thereof resulting, or which may result, from Seller's or CBS's activities upon the Property or the use of any equipment or procedures while on, entering or leaving the Property. Seller and CBS further waive, release and discharge Purchaser for loss or damage to property and/or equipment of any kind of or in the custody or care of Seller or CBS, or their respective general contractors, subcontractors, sub-subcontractors, employees and agents, while such property or equipment is in or on the Property, or being used in connection with the Removal of the Sign from the Property. Claims arising out of the gross negligence or willful misconduct of Purchaser, its parent and subsidiaries, affiliates, and their respective shareholders, members, directors, managers, officer and agents are excluded from this Release.

6. **Indemnity.** Seller and CBS, jointly and severally, agree to indemnify, to defend (with qualified legal counsel approved in advance by Purchaser) and to hold Purchaser free and harmless from and against any and all liabilities, damages, losses, injuries, claims, causes of action, investigations or lawsuits brought by any person, including governmental authorities, arising from or relating to the Removal of the Sign from the Property, including, but not limited to, any acts or omissions of Seller and CBS and their respective general contractors, subcontractors, sub-subcontractors, employees and agents, and including reasonable attorneys' fees and costs. All obligations under this Paragraph shall survive termination of this Agreement.

7. **Failure to Remove Sign.** In the event that Seller and CBS fail to remove the Sign from the Property in accordance with this Agreement, Purchaser has the right to enforce this Agreement in a court of law with applicable jurisdiction and/or to remove the Sign from the Property itself at Seller's and/or CBS's sole cost and expense. In the event that Seller and CBS fail to remove the Sign from the Property, Seller and CBS shall pay Purchaser's reasonable attorneys' fees and costs incurred in enforcing this Agreement and/or removing the Sign from the Property.

8. **Insurance.** Prior to entering the Property, Seller and/or CBS shall provide to Purchaser and maintain throughout the period that the Removal of the Sign is being performed by Seller and/or CBS on the Property an occurrence-basis (and not claims made) form of policy of commercial general liability insurance against any and all claims for injuries to persons including loss of life, and/or damage to property occurring upon the Property. Such policy of insurance shall (i) have limits of not less than \$1,000,000 per occurrence, (ii) name Purchaser as additional named insureds, and (iii) provide that such policy shall not be amended or cancelled without first giving Purchaser at least thirty (30) days prior written notice. Any amendment or cancellation of said insurance shall immediately suspend Seller's and CBS's right to access the Property until such insurance is reinstated or replaced.

9. **Successors.** This Agreement shall be binding on the Seller, CBS, and the Purchaser, and each of their respective heirs, executors, administrators, personal representatives, successors, transferees and assigns. This agreement may not be assigned in whole or in part without the prior written consent of the Purchaser, or Seller and CBS.

10. **Notices.** Any notices required to be made under this Agreement shall be made in writing to the address of the appropriate party as set forth below. All such notices shall be deemed to have been duly given and received upon mailing, facsimile, e-mail or delivery by courier or personal delivery service. If a party delivers a notice by means of facsimile or email transmission, it must also send a copy of that notice by one of the other means specified above. Parties may alter or modify their notice address by delivery of written notice pursuant to the terms of the Agreement.

Notice to Seller:

Attn: _____
Phone: _____
Fax: _____
Email: _____

Notice to CBS:

Attn: _____

Phone: _____
Fax: _____
Email: _____

Notice to Purchaser: _____

Attn: _____
Phone: _____
Fax: _____
Email: _____

11. **Counterparts.** This Agreement may be executed in one or more counterpart copies, which together shall constitute one and the same instrument binding on all parties. Faxed and e-mailed copies may be relied upon as originals and shall bind the parties hereto.

12. **Choice of Law.** This Agreement shall be construed in accordance with the Laws of the State of Michigan without giving effect to Michigan's choice of law provisions.

[SIGNATURES ON FOLLOWING PAGE]

SELLER:
The City of Wyandotte

CBS (Tenant):
CBS Outdoor, Inc.

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

PURCHASER:
Ghazwan Atto, M.D. P.C.

JAJL Properties, Inc.

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

6

MEETING DATE: April 15, 2013

AGENDA ITEM # _____

ITEM: Hiring – Dispatcher (Downriver Central Dispatch/Police Department)

PRESENTER: Daniel J. Grant, Chief of Police

Daniel J. Grant

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: On Monday April 1, 2013, one of our full-time Dispatchers who worked in our Downriver Central Dispatch center resigned creating an opening for one full-time position which is budgeted. We had 3 Dispatchers who have worked in a part-time status who were interested in the vacant position so we conducted interviews on Wednesday April 3rd. After tabulation of the interview scores, the top score was attained by Dispatcher Kellie Alderman. She has been working as a Dispatcher in our center for nearly 3-years and has done a fine job. If approved for full-time status, it is my opinion along with that of her supervisors that she will continue to be an asset to our dispatch center and a great public servant.

STRATEGIC PLAN/GOALS: To elevate to full-time status an employee who has proven to be an outstanding Dispatcher and continue to provide quality service to our residents who call for the request of public safety services.

ACTION REQUESTED: Concur with the Police Department to hire Dispatcher Kellie Alderman to full-time status.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Funds for her salary/benefits are budgeted in the Downriver Central Dispatch budget. Kellie is currently at a lower salary level as prescribed by the union contract which will save \$3,014 the first year as she is replacing a Dispatcher who was at the maximum salary level.

IMPLEMENTATION PLAN: The City Administrator's Office will coordinate the hiring and implementation of benefits for the position.

COMMISSION RECOMMENDATION: Concurrence pending on April 23, 2013

CITY ADMINISTRATOR'S RECOMMENDATION: Based on a review of the City's current resources, organizational structure, and staffing expectations, the filling of this position appears necessary to provide effective services to the users of the centralized dispatch center. Concur with recommendation.

Todd A. Drysdale
(Todd Drysdale, City Administrator)

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur with recommendation.



(Joseph Peterson, Mayor)

LIST OF ATTACHMENTS:

1. Application for Employment
2. Resume – Kellie Alderman

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 15, 2013

RESOLUTION by Councilman _____

BE IT RESOLVED BY THE CITY COUNCIL that Council Concurs with the determination that a vacancy exists with the recent resignation of one full-time Dispatcher and the Council authorizes the filling of such vacancy and

FURTHER RESOLVED BY THE CITY COUNCIL that subsequent to interviews conducted with current part-time members of the Dispatch staff which occurred on April 3rd and after scoring the interviews, be it resolved that the top scorer, Disp. Kellie Alderman, is being approved for a full-time position contingent on the successful completion of a physical, psychological, and drug screen examination.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

**APPLICATION
FOR
EMPLOYMENT**

(PLEASE PRINT PLAINLY)

CITY OF WYANDOTTE
OFFICE OF THE CITY CLERK
FINANCIAL 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 DESIREDPosition applied for Dispatcher

Have you read the description of this job?

☐

Yes

☒

No

Are you qualified to perform these duties?

☒

Yes

☐

No

Other position you would consider _____

Type of employment desired:

☒ Full-Time☒ Part-Time☐ Temporary

Date you can start

ASAP

Wage expected \$

12.00 / hr**PERSONAL INFORMATION**

Social Security Number

[REDACTED]

Name

AldermanKellieElizabeth

Last

First

Middle

Address

Williamsburg CircleWoodhavenMI48193

Street

City

State

Zip Code

Telephone (including area code)

(734) 365-1823

Other last names used while working, if any _____

Are you a U.S. Citizen?

☒

Yes

☐

No

If no, specify type of entry document and work authorization _____

Have you ever been convicted of a crime?

☐

Yes

☒

No

If yes, please give specifics _____

Are there any felony charges pending against you?

☐

Yes

☒

No

If yes, please give specifics _____

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

☐ Yes ☒ No

If yes, indicate branch of military? _____

Dates of duty: From _____ To _____ Type of discharge _____
Month Day Year Month Day Year

Do you have a reliable means of transportation to enable you to get to work in timely manner? ☒ Yes ☐ No

If you are applying for a position requiring the use of an automobile or other motor vehicle, do you have a driver's license and a motor vehicle available for your use? ☐ Yes ☒ No

Are you licensed to drive a motor vehicle other than an automobile? ☐ Yes ☒ No

If yes, what type of license do you hold? _____

Have you ever employed by the City of Wyandotte? ☐ Yes ☒ No

If so, when? _____

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 Robert Alderman Telephone (including area code) (313) 587-4770

Address 20th Wyandotte MI 48192
Street City State Zip Code

PERSONAL REFERENCES (Not former employers or relatives)

Name and Occupation	Address	Phone Number
Erin Aubrecht		734-968-0803
Robert K. Alderman		313-587-4770
Dayna Cranford		734-818-6708

EDUCATION

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

associates in the science of Criminal Justice

	NAME	CITY/STATE	DEGREE	MAJOR
High School	Chandler High School	Chandler AZ	diploma	
College	Henry Ford Community College	Dearborn MI	associates	
Other				

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

1. Firm name Applebees

Employed from July 2008 to Present 2010
month year month year

Type of business Restaurant

Address Allen Woodhaven MI 48193
Street City State Zip Code

Telephone Number 734.692.0582 Name of supervisor @ Kristy Byrd

Positions Expo / to go Starting salary \$ 9.00 Final salary \$ 9.00

Duties performed make sure food is correct and goes to destination

Reason for leaving NA

If presently employed, may we contact your supervisor? ☒ Yes ☐ No If yes, telephone 734.692.0582

2. Firm name Malarkeys Irish Pub

Employed from 11 2005 to 05 2008
month year month year

Type of business Restaurant

Address Dix and Eureka Southgate MI
Street City State Zip Code

Telephone Number _____ Name of supervisor James

Positions Expeditor Starting salary \$ 8.00 Final salary \$ 9.00

Duties performed Correctly send food to customers

Reason for leaving was not moving in the company

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: 07/08/2010 Signature: Kellie Allen

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: 07/08/2010 Signature: Kellie Allen

4/26/05

17526 Clark St.
Riverview, MI 48193

(734) 365-1823 Cell
Kalderman2005@yahoo.com

Kellie Alderman

Profile

Self-motivated, assertive, creative individual who has an established track record for achieving and exceeding objectives. Strong communication skills within company and outside associates. Hardworking, dedicated employee with a great desire to learn, train, and manage.

Experience

Stathakis Systems

08/2005-11/2005

- Janitorial work

Malarkeys Irish Pub

11/2005-05/2008

- Expeditor

Duties include running food to the customers, making sure the food goes out correctly and also making sure the food is at the correct temperature.

Applebees

06/2008-present

- Expeditor/car side To Go

Duties include managing the food, making sure it is made correctly and goes to the correct place.

Henry Ford CC

Dearborn, MI

Education

08/2005-12/2008

Degree- Associates in the Science of Criminal Justice

Computer Skills

Windows XP... Microsoft Applications... Internet... QuickBooks...
Standard Office Equipment... Microsoft Outlook Email... Microsoft
Internet Explorer

References

Kristy 734-692-0582 (current boss)

Angel D. 734-674-2708 (trainer for the company)

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

7

MEETING DATE: April 15, 2013

AGENDA ITEM # _____

ITEM: Police Department – City Council Approval of Downriver Mutual-Aid Interlocal Agreement and Master Acknowledgment/Consent Agreement

PRESENTER: Daniel J. Grant, Chief of Police

Daniel J. Grant

INDIVIDUALS IN ATTENDANCE: Daniel J. Grant

BACKGROUND: In 1999, the Downriver Community Conference (DCC) financed the infrastructure for our current 800-mgz. Public Safety radio system securing a loan in the amount of 12-million dollars which was paid-off last year. For the past 13+ years, the DCC has operated a state-of-the-art communications system with four tower sites located in Ecorse, Riverview, Flat Rock, and Taylor along with base-station/mobile/portable radios located at our Downriver Police and Fire Departments. Our public safety personnel have been able to utilize a very reliable communications system which has deployed approximately 1,500 radios for use by our Police Officers, Firefighters, District Court systems, and our Downriver response teams such as SWAT and HAZMAT.

This equipment and infrastructure was financed with E-911 funds obtained from the 911-taxes as paid from the consumers on their telephone bills. The DCC was successful in getting the support of our State of Michigan Legislature along with the Wayne County Commission to establish the Downriver 911 Service District which captures approximately 1.6 million dollars per year and must be used exclusively for the enhancement of 911 Emergency Communications.

Our current communications equipment has become outdated and we can no longer obtain replacement parts for our Motorola base/mobile/portable radios nor are they compliant with standards established by the federal government for use in public safety. The Downriver Police and Fire Departments have completed extensive research sampling several types of radios which has resulted in the recommendation to purchase Motorola radios to replace our existing system. Along with the radios we have also been required to update the equipment at our four Downriver tower sites.

The cost for these updates will be approximately 7-million dollars and the DCC Finance Committee and Executive Board has submitted requests for bids on a loan which will again be totally financed with the 911 telephone bill taxes as obtained by the Downriver 911 Service District. Flagstar Bank was chosen as the loan institution and to secure this loan each Downriver community is required to approve the inter-local agreements and master acknowledgment/consent agreements as attached. This new public safety communications system will have many more capabilities than our current system and we will have the ability to add municipal DPW's and School Districts onto the system once it is completely installed.

As noted on the attached memo from the DCC Corporate Counsel, Kurt M. Kobiljak, "No assets of your municipality will be used to secure the loan to the DCC/DMA".

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: Adopt a resolution concurring with the Downriver Community Conference and the Wyandotte Police Department request to authorize the Mayor and City Clerk to sign the attached documents.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Funds to be utilized from 911 telephone bill taxes as obtained by the Downriver 911 Service District. No funds from the City of Wyandotte will be utilized for this purchase/upgrade.


IMPLEMENTATION PLAN: Once the DCC loan is secured, complete the required updates to the 4 Downriver tower sites and complete the purchase of the Motorola public safety radios. Once obtained, the radios will be placed into service with the Wyandotte Police and Fire Departments and personnel will be trained on the use of the new communications system. The equipment will be purchased, installed, and deployed for use by our Public Safety personnel by mid-summer 2013.

COMMISSION RECOMMENDATION: Proposing concurrence at meeting on April 23rd.


CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation.


(Todd Drysdale, City Administrator)

LEGAL COUNSEL'S RECOMMENDATION: Concur with recommendation.


(William Look, City Attorney)

MAYOR'S RECOMMENDATION: Concur with recommendation


(Joseph Peterson, Mayor)

LIST OF ATTACHMENTS:

1. Downriver Mutual-Aid Inter-Local Agreement
2. DCC Inter-Local
3. Master Acknowledgment and Consent Agreement (DMA-City)
4. Master Acknowledgment and Consent Agreement (DCC-City)
5. Memorandum-Kurt M. Kobiljak, Esq., DCC/DMA Corporate Counsel

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 15, 2013

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the Downriver Community Conference and the Wyandotte Police Department in the following resolution.

A Resolution authorizing the Mayor and City Clerk to sign the attached inter-local agreements along with the Master Acknowledgement/Consent Agreement which will establish the required City of Wyandotte support of the DCC loan agreement with Flagstar Bank and the purchase of upgrades for the Downriver Public Safety Communications system.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Browning

DeSana

Fricke

Galeski

Sabuda

Stec

AN INTER-LOCAL AGREEMENT CREATING A
PUBLIC SAFETY ENTITY TO BE KNOWN AS
DOWNRIVER MUTUAL AID
PURSUANT TO THE PROVISIONS OF THE
URBAN COOPERATION ACT OF THE
STATE OF MICHIGAN

This Inter-local Agreement executed this 7th day of February, 2013, by the undersigned local governmental units as shall elect to become parties to this Inter-local Agreement, hereby jointly agree with such other local governmental units as follows:

1. PURPOSE

The purpose for the formation and operation of the Downriver Mutual Aid ("DMA") consortium is to enhance public safety in the DMA member communities through cooperation among the public safety agencies of the respective individual DMA member communities in the conduct of mutually beneficial programs and activities. DMA's purpose shall be implemented through the following:

a. Police Service Division

DMA shall establish and maintain a Police Service Division ("PSD"), the operations of which shall be directed by a PSD Supervisory Committee composed of the chief police officials of all DMA member communities, subject to the superintending control of the DMA Board of Directors. The PSD Supervisory Committee shall, in its direction and subject to the approval of the DMA Board of Directors, establish and implement cooperative programs and activities to enhance public safety in the DMA member communities.

b. Fire Service Division

DMA shall establish and maintain a Fire Service Division ("FSD"), the operations of which shall be directed by a FSD Supervisory Committee composed of the chief fire officials of all DMA member communities, subject to the superintending control of the DMA Board of Directors. The FSD Supervisory Committee shall, in its discretion and subject to the approval of the DMA Board of Directors, establish and implement cooperative programs and activities to enhance public safety in the DMA member communities.

2. BOARD OF DIRECTORS

DMA shall be governed by a Board of Directors which shall be composed of one (1) member to be appointed to the Board by each local governmental unit which is or which becomes a party this Agreement. Each local governmental unit shall designate one (1) alternate member to serve on the Board of Directors when the designated member is absent. Each member of the Board of Directors shall continue to serve until his or her resignation, death or replacement by the local governmental unit which appointed such Director, or upon the withdrawal of such local governmental unit from DMA. A vacancy on the Board of Directors shall be filled by appointment of a replacement by the local governmental unit whose representative has created such vacancy; provided, however, that a vacancy which is created by the withdrawal of a local governmental unit from DMA shall not be filled.

A majority of the Board of Directors 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 of Directors action, except as otherwise provided herein or by law.

The Board of Directors shall adopt By-Laws and rules governing its conduct, and shall elect from its own membership a chairperson, a vice-chairperson, a secretary and a treasurer, as well as any other officers deemed appropriate by the Board.

The Board of Directors, in its conduct of the affairs of DMA, shall undertake all actions specifically required under this agreement or under the Urban Cooperation Act of 1967, as amended, MCLA 124.501 et seq. Notwithstanding anything to the contrary in the Agreement or in the Urban Cooperation Act of 1967, as amended, the DMA consortium created by this Agreement shall not possess the power or authority to levy any type of tax within the boundaries of any local governmental unit which is or which becomes a party to this Agreement; nor shall DMA have the power or authority to issue any type of bond in its own name or in any way to indebted any local governmental unit which participates in DMA, except pursuant to assessments issues under Section 5, Section 6 or Section 7 hereof.

3. ADMINISTRATIVE OFFICERS AND STAFF

The Board of Directors may appoint such administrative officers as deemed appropriate and useful to assist the Board of directors, the PSD and the FSD in administering the affairs of DMA under the general supervision and control of the Board of Directors. Personnel may be engaged by DMA as employees or as independent contractors to carry out the administrative functions of the consortium, subject to immediate supervision by the administrative officers of DMA and subject to general supervision and control by the Board of Directors. In the event that DMA engages personnel as employees, the terms of employment of such personnel shall be subject to restrictions provided in the MCLA 124.505(g).

4. FISCAL YEAR

The fiscal year of DMA shall be as determined by the Board of Directors.

5. FINANCIAL MATTERS

The financial records of DMA shall be established and maintained in conformity with the uniform system of accounts and reports referenced in MCLA 141.421 et. seq.

The operation of DMA shall be financed from such sources as may be or may become, available to the consortium and as are acceptable to its Board of Directors. The Board of Directors of DMA shall have the authority to assess against each local governmental unit, which is or which becomes, a party to this Agreement, an allocated share membership fee which shall be based on a formula of (equal) share to each member unit and may assess an allocated share operation and/or manpower cost based on a formula of equal per capita share to each member unit.

In order to defray its costs of operation, DMA shall be authorized to receive, without limitation, gifts, grants, bequests, contract service fees, awards of funds or property resulting from forfeiture of the proceeds of criminal activities, and the like. All receipts of money and other property shall be appropriately recorded on the books of the consortium, and shall be administered, disbursed or otherwise disposed of in fulfillment of the purpose for which DMA has been organized, in accordance with policies and procedures promulgated by the authority of the Board of Directors.

Notwithstanding anything contained in this Inter-local Agreement to the contrary, DMA shall have the power and is authorized in its own name to make and enter into contracts for the purchase of services, equipment and other real and personal property relating to the purposes of DMA; acquire, construct, manage, maintain and operate buildings, works or improvements; acquire, hold or dispose of property; incur debts, liabilities or obligations including obligations for borrowed money evidenced by notes or bonds; and grant security interests in, pledge, encumber or otherwise convey any real or personal property now or hereafter owned by it.

6. TERM

This Agreement shall initially become effective upon its approval by the Governor of the State of Michigan and its filing with the Secretary of the Michigan Department of State and with the County Clerk of each county where a party to the Agreement is located. This Agreement shall thereafter continue to be effective unless and until terminated by unanimous action of the Board of Directors of DMA; provided, however, that any local governmental unit which is or which becomes a party to this Agreement may individually withdraw from participation or be expelled from the consortium as provided in Section 7, below.

Upon termination of this Agreement, DMA shall cause to be prepared a final financial report, which shall include a final audit, and shall furnish a copy of such final financial report to each local governmental unit which is a party to this Agreement as of the termination date. All assets of DMA upon termination shall be equitably apportioned, in such fashion as determined by the Board of Directors, among those local governmental units which are parties to this Agreement as of the termination date, after the payment of its expenses.

In the event that DMA is in a deficit financial position upon its termination, pursuant to MCLA 124.507(2), said deficit shall not be or constitute the debt, liability or obligation of any of the parties to the Agreement, unless expressly authorized by the parties to the Agreement.

7. MEMBERSHIP

Any local governmental unit which is a signatory to the Downriver police and fire mutual assistance pact(s) as of the initial effective date of this Agreement shall become a charter

member of DMA as of the initial effective date of this Agreement by the adoption and execution of this Agreement and any amendments hereto on or before the initial effective date, determined pursuant to Section 6, above. Following the initial effective date of this Agreement, any local governmental unit, as defined in the Urban Cooperation Act of 1967, as amended, may become a member of DMA by the adoption and execution of this Agreement and any amendments hereto and by the approval of the proposed membership of such local governmental unit by the affirmative vote of two-thirds (2/3) of the members of the Board of Directors of DMA (which voting requirement shall be determined with respect of the aggregate number of all member communities, and not solely with respect to those representatives who are present and voting when such vote is taken).

This Agreement and any amendments hereto shall be adopted by the governing body of each local governmental unit which proposes to become a member of DMA, shall be executed by the chief executive official and the clerk of each such community, and shall be delivered to the resident agent at the registered office of DMA as provided in Section 8, below. Upon the initial effective date of this Agreement, in the case of charter members, or upon the approval of a prospective member by the Board of Directors, in the case of all others, the membership in DMA of such local governmental unit shall commence.

The continuing membership in DMA of any local governmental unit shall, subject to review by the Board of Directors, be contingent upon the member community's timely satisfaction of all ongoing financial obligations to DMA, as well as upon the timely adoption and execution by the member community of any amendment to this Agreement which is adopted by a majority of the Board of Directors of DMA.

A local governmental unit may voluntarily withdraw from DMA by delivering written notice of such withdrawal, executed by the chief executive official and clerk of such withdrawing community, to the resident agent at the registered office of DMA. The effective date of such withdrawal shall be the last day of the calendar month following the month in which notice of such withdrawal is received by DMA or, if later, the effective date specified in such notice. A withdrawing member community shall be and shall remain liable to contribute to DMA its allocable portion, as determined by the Board of Directors, of any liabilities or other obligations of DMA as of the effective date of such withdrawal.

The Board of Directors may, in its discretion and upon the affirmative vote of two-thirds (2/3) of its membership (which voting requirement shall be determined with respect to the aggregate number of all member communities, and not solely with respect to those representatives who are present and voting when such vote is taken), following a Board hearing on the matter, expel any local governmental unit from DMA. The expulsion of any member community shall not terminate or otherwise affect the provisions of this Agreement, nor shall any such expulsion terminate the expelled member's financial liability to DMA under this Agreement.

8. RESIDENT AGENT AND REGISTERED OFFICE

The initial resident agent of DMA for service of legal process and notices hereunder shall be the Downriver Community Conference Executive Director.

The initial registered office of DMA shall be 15100 Northline Road, Southgate, Michigan 48195.

The Board of Directors may change DMA's resident agent and/or registered office upon majority vote. Each such change shall be effective when filed with the Secretary of the Michigan Department of State and with the Clerk of each County in which any member community is located. All member communities shall be promptly notified in writing of any such change.

9. AMENDMENTS

This Agreement may be amended at any time by following the procedure used for the execution of this Agreement.

IN WITNESS WHEREOF, this Inter-local Agreement is hereby executed by the authority of the governing body of the local governmental unit identified below.

City of Allen Park A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	Township of Brownstown A Michigan Township By: _____ (Supervisor) By: _____ (Clerk)
City of Ecorse A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	City of Flat Rock A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)
City of Gibraltar A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	Township of Grosse Ile A Michigan Township By: _____ (Supervisor) By: _____ (Clerk)
Township of Huron A Michigan Township By: _____ (Supervisor) By: _____ (Clerk)	City of Lincoln Park A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)
City of Melvindale A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	City of River Rouge A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)
City of Riverview A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	City of Rockwood A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)
City of Romulus A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	City of Southgate A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)
City of Taylor A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	City of Trenton A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)
City of Woodhaven A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	City of Wyandotte A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)

AN INTER-LOCAL AGREEMENT CREATING A
PROGRAM PLANNING DEVELOPMENT ENTITY,
TO BE KNOWN AS THE
DOWNRIVER COMMUNITY CONFERENCE (DCC)
PURSUANT TO THE PROVISIONS OF THE URBAN COOPERATION ACT OF 1967
OF THE STATE OF MICHIGAN (EX.SES.)

The City of Wyandotte in consideration of the execution of this Inter-Local Agreement by such other municipalities which elect and become a party to this Inter-Local Agreement does hereby with such communities, jointly agree as follows:

SECTION 1: PURPOSE AND INTENT

Pursuant to the provisions of Public Act 7 of the Public Acts of 1967 (Ex. Ses.) of the State of Michigan, there is hereby jointly created pursuant to the terms of this Agreement a program planning and development entity to be known as the Downriver Community Conference (DCC) for the purpose of inventory, review and planning for the coordination of programs and facilities which provide services for the security, enrichment and well-being of individuals, families and communities within the areas of the municipalities becoming a party to this Inter-Local Agreement and within such other areas as otherwise determined by the Downriver Community Conference. In addition, the entity may accept, administer and disburse funds for various inter-governmental programs and facilities. Included within the scope of such purposes shall be the following:

- 1) Identify the specific governmental service needs and interests of the Conference and its member communities and existence and availability of federal and state grant funding programs available to the conference and individual member communities thereof under which grant funding might be provided to the Conference and to the individual communities thereof for such community needs;
- 2) To assist the individual member communities in dealing with federal and state governmental agencies with respect to solving mutual problems of the Conference and its individual member communities and with respect to insuring that the Conference and its individual member communities obtain their fair share of available state and federal grants to meet such problems;
- 3) Prepare applications and apply for conference and member community grant funds available to help solve the governmental service needs of the Conference and its individual members; and

- 4) Provide technical assistance to the Conference and to the member communities thereof which desire such service in applying for available state and federal grant funds for use in meeting mutual and individual governmental service concerns;

SECTION 2: DEFINITIONS

Unless otherwise specifically provided in this Inter-Local Agreement, the definitions contained in the Urban Cooperation Act of 1967 under which this Downriver Community Conference is created shall apply in the interpretation of this Agreement.

SECTION 3: BOARD OF DIRECTORS: APPOINTMENTS: TERMS: VACANCIES:

The Downriver Community Conference shall be governed by a Board of Directors which shall be composed of one (1) member to be appointed by each participating local governmental unit. Each local governmental unit shall designate one (1) alternate member to serve on the Board of Directors when the designated member is absent. The terms of such directors shall continue on until terminated by their respective communities. Vacancies shall be filled by appointment by the participating community whose representative creates a vacancy.

A majority of the Board of Directors 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 of Directors action, except as otherwise provided herein or by law.

The Board of Directors shall adopt By-laws and rules governing their conduct and actions and shall elect a Chairman, a Vice-Chairman, Secretary, Treasurer and other such officers, as it deems necessary. The Board of Directors may appoint citizens' advisory councils and general service areas as deemed necessary.

SECTION 4: EXECUTIVE DIRECTOR AND STAFF

The Downriver Community Conference may appoint an Executive Director and/or other staff who shall exercise the administrative functions of the Downriver Community Conference under the general supervision and direction of the Board of Directors. The Executive Director shall exercise immediate administrative supervision over the administrative functions of the Conference and its staff subject to general supervision and direction of the Board of Directors. The Executive Director and such other staff of the Conference shall receive such compensation as determined by the Board of Directors.

SECTION 5: FISCAL YEAR: BUDGET REQUESTS: FINANCES

The fiscal year of the DCC shall be as determined by the Board of Directors. The Board of Directors shall prepare a budget for each fiscal year and pursuant thereto shall submit a request to the participating communities for appropriation to defray the budgeted expenses of the Conference for the respective fiscal year. The appropriation of the budgeted expenses for a fiscal year requested of each participating community shall be allocated among the participating communities upon an equal basis or formula determined by the Board of Directors.

The continuing membership in DCC of any local governmental unit shall, subject to review by the Board of Directors, be contingent upon the member community's timely satisfaction of all ongoing financial obligations to DCC, as well as upon the timely adoption and execution by the member community of any amendment to this Agreement which is adopted by a majority of the Board of Directors of DCC.

The Board of Directors may, in its discretion and upon the affirmative vote of two-thirds (2/3) of its membership (which voting requirement shall be determined with respect to the aggregate number of all member communities, and not solely with respect to those representatives who are present and voting when such vote is taken), following a Board hearing on the matter, expel any local governmental unit from DCC. The expulsion of any member community shall not terminate or otherwise affect the provisions of this Agreement, nor shall any such expulsion terminate the expelled member's financial liability to DCC under this Agreement.

The Downriver Community Conference may receive such gifts, grants, bequests, money or other forms of donations and a contract for funds to be used in connection with the performance of any of its functions. All funds, revenues, grants and contributions made to the Conference shall be deposited in an account of the Conference and a depository selected by the Board of Directors. Disbursements shall be in accordance with rules established by the Board of Directors.

Notwithstanding anything contained in this Inter-local Agreement to the contrary, DCC shall have the power and is authorized in its own name to make and enter into contracts for the purchase of services, equipment and other real and personal property relating to the purposes of DCC; acquire, construct, manage, maintain and operate buildings, works or improvements; acquire, hold or dispose of property; incur debts, liabilities or obligations including obligations for borrowed money evidenced by notes or bonds; and grant security interests in, pledge, encumber or otherwise convey any real or personal property now or hereafter owned by it.

SECTION 6: POWERS AND DUTIES

The Downriver Community Conference, in addition to the general and other specific powers and duties enumerated in this Agreement shall have the following powers and duties:

- (a) To initiate a thorough survey, review and analysis of the major and significant public and private services and facilities provided to residents of the Conference for their economic and social security.
- (b) To accept, administer and disburse grants, gifts, and other funds for the purpose of conducting the responsibilities of the Conference
- (c) To exercise those other related activities decided upon by the Conference or jointly assigned by the governing bodies of the participating governmental units.
- (d) To exercise such powers, rights, duties and responsibilities in the conducting of the purposes and intent of the Conference as are granted to it pursuant to the provisions of the Urban Cooperation Act of 1967 under the provisions of which the Conference is established and created under this Inter-Local Agreement.

SECTION 7: LIMITATION

The powers and responsibilities to be exercised by the Conference shall be limited by the limitations contained within the Urban Cooperation Act of 1967 under the provisions of which the Conference is established or created by this Inter-Local Agreement. Anything contrary notwithstanding, the Downriver Community Conference created by this Inter-Local Agreement shall not possess the power or authority to levy any type of tax within the boundaries of any governmental unit participating in this Agreement; nor shall the Conference have the power or authority to issue any type of bond in its own name or in any way to indebted any governmental unit participating in the Inter-Local Agreement.

SECTION 8: ANNUAL REPORT

The Downriver Community Conference shall make their yearly report containing an annual audit to the member communities thereof. The financial records of DCC shall be established and maintained in conformity with the uniform system of accounts and reports referenced in MCLA 141.421 et seq.; provided, however, that the annual financial report required to be prepared under MCLA 141.424 need not be filed with the state treasurer, but shall instead be filed with the clerk of each local governmental unit which is or which becomes a party to this Agreement.

SECTION 9: MEMBERSHIP

Any public agency, as such term is defined in the Urban Cooperation Act of 1967, as amended, may become a member of the Downriver Community Conference upon execution of this Agreement and any amendments made thereto, if any; provided, however, that such membership must be approved prior to and as a condition of the effectiveness of such membership of such local governmental unit by the affirmative vote of two-thirds (2/3) of the members of the Board of Directors of DCC (which voting requirement shall be determined with respect to the aggregate number of all member communities, and not solely with respect to those representatives who are present and voting when such vote is taken).

A local governmental unit may voluntarily withdraw from DCC by delivering written notice of such withdrawal, executed by the chief executive official and clerk of such withdrawing community, to the resident agent at the registered office of DCC. The effective date of such withdrawal shall be the last day of the calendar month following the month in which notice of such withdrawal is received by DCC or, if later, the effective date specified in such notice. A withdrawing member community shall be and shall remain liable to contribute to DCC its allocable portion, as determined by the Board of Directors, of any liabilities or other obligations of DCC as of the effective date of such withdrawal. The withdrawal of any participating community shall not terminate or have any effect upon the provision of this Agreement.

SECTION 10: TERMINATION OF AGREEMENT

This Agreement shall continue on until and unless terminated by unanimous action of the Board of Directors of the Downriver Community Conference. In the event of a termination, the Downriver Community Conference shall prepare a final report including a final audit and transmit such to all participating governmental units.

In the event that DCC is in a deficit financial position upon its termination, pursuant to MCLA 124.507(2), said deficit shall not be or constitute the debt, liability or obligation of any of the parties to the Agreement, unless expressly authorized by the parties to the Agreement.

SECTION 11: SEVERABILITY

If any part or section of this Agreement is found to be invalid by a court of law, the remaining sections shall remain in full force and effect and not affected by such determination.

SECTION 12: EFFECTIVE DATE

This agreement shall become effective upon execution by the participating governmental units and upon approval of the Governor of the State of Michigan. A copy of this Agreement after such approval, shall be filed with the County Clerk of each county where a participating community to this Agreement is located and with the Secretary of the State of Michigan.

SECTION 13: EXECUTION OF AGREEMENT

This Agreement shall be executed by the Mayor and Clerk of each participating community and such officials are hereby further authorized to execute the original of this Agreement upon which shall be contained the signatures of such officials of all of the participating communities in the Downriver Community Conference. Copies of the original of this Agreement and copies of this Agreement executed individually by a prospective participant to this Agreement shall be available to any participating community upon request.

SECTION 14: AMENDMENTS

This Agreement may be amended at any time by following the procedure used for the execution of this Agreement.

WHEREFORE, this Agreement is executed this _____ day of _____, 1976.

IN WITNESS WHEREOF, this Inter-Local Agreement is hereby executed by the authority of the governing body of the local governmental units identified below:

City of Allen Park A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	Township of Brownstown A Michigan Township By: _____ (Supervisor) By: _____ (Clerk)
City of Dearborn A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	City of Dearborn Heights A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)
City of Ecorse A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	City of Flat Rock A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)
City of Gibraltar A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	Township of Grosse Ile A Michigan Township By: _____ (Supervisor) By: _____ (Clerk)
Township of Huron A Michigan Township By: _____ (Supervisor) By: _____ (Clerk)	City of Lincoln Park A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)
City of Melvindale A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	City of River Rouge A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)
City of Riverview A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	City of Rockwood A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)
City of Romulus A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	City of Southgate A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)
City of Taylor A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	City of Trenton A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)
City of Woodhaven A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)	City of Wyandotte A Michigan Municipal Corporation By: _____ (Mayor) By: _____ (Clerk)

MASTER ACKNOWLEDGMENT AND CONSENT AGREEMENT

(City of Wyandotte - DMA)

This Master Acknowledgment and Consent Agreement (the "**Agreement**") is given as of this April ____, 2013, by City of Wyandotte ("**Municipality**") to FLAGSTAR BANK, FSB, a federally chartered savings bank ("**Lender**").

RECITALS

WHEREAS, Lender may from time to time make available to **DOWNRIVER MUTUAL AID**, a public body, corporate or politic created under the Urban Cooperation Act, P.A. 7 of 1967 (Ex. Sess.) ("**Borrower**") and **DOWNRIVER COMMUNITY CONFERENCE**, a public body, corporate or politic created under the Urban Cooperation Act, P.A. 7 of 1967 (Ex. Sess.) certain loans and other financial accommodations (the "**Financing**");

WHEREAS, Municipality is interested in the Financing and the affairs of Borrower;

NOW, THEREFORE, to induce Lender to make the Financing available to Borrower, Municipality:

1. Acknowledges that it has received, reviewed, and consents (as a governmental entity participating in Borrower's Interlocal Agreement Creating a Public Safety Entity to be known as Downriver Mutual Aid, dated as of October 13, 1992 ("**Interlocal Agreement**") to those certain Resolutions of Borrower adopted on or about the date hereof (collectively, the "**Resolutions**");

2. Agrees that it shall not demand, take, or receive from Borrower, by setoff or in any other manner, payment of any fees, charges, and monies now or hereafter paid or payable to the Borrower under the Emergency Telephone Service Enabling Act, 1986 PA 32, as amended (MCL §§484.1101, et seq.) until the Financing has been paid in full;

3. Acknowledges that it is a PSAP (as defined in the Emergency 9-1-1 Service Enabling Act (MCL 484.1101 et seq.)) of the Downriver Mutual Aid 911 Service District;

4. Agrees that any and all assets of Borrower used in connection with, arising out of and/or related to that certain 800 Mega Hertz System benefiting Borrower and the Downriver Mutual Aid 911 Service District, including, without limitation, any and all fees, charges, and monies now or hereafter paid or payable to the Borrower under the Emergency Telephone Service Enabling Act, 1986 PA 32, as amended (MCL §§484.1101, et seq.), whether now owned or hereafter acquired, (collectively, "**Personal Property**"), located on any property owned by, leased by, or under the control of Municipality (each, a "**Premises**") shall be deemed to be Personal Property and shall not be considered a part of the Premises, regardless of whether or by what means it is or may become attached or affixed to the Premises. The Collateral (as defined the Security Agreement dated on or about the date hereof, executed by Borrower to Lender in connection with the Financing), but no other assets of Borrower or Municipality, secure the indebtedness of Borrower under the Financing;

5. Subordinates any interest it has in the Personal Property to Lender's lien on and security interest in the Personal Property;

6. Consents to Lender, its agents, employees and invitees entering upon the Premises for the purpose of exercising any right Lender may have under the terms of any security agreement executed by Borrower in favor of Lender, and to do any or all of the following with respect to the Personal Property: assemble, have appraised, display, operate, maintain, remove, repair, prepare for public or private sale, exhibit, and sell; and

7. Agrees to give Lender not less than sixty (60) days advance written notice should Municipality for any reason terminate or refuse the right of Borrower to locate the Personal Property on the Premises.

IN WITNESS WHEREOF, Municipality executed this Agreement as of the date first set forth above.

MUNICIPALITY:

_____, as a
governmental entity participating in that certain Interlocal
Agreement Creating a Public Safety Entity to be known as
Downriver Mutual Aid, dated as of October 13, 1992

By: _____

Name: _____

Title: _____

[Signature Page to Master Acknowledgment and Consent Agreement – [Municipality] - DMA]

MASTER ACKNOWLEDGMENT AND CONSENT AGREEMENT

(City of Wyandotte - DCC)

This Master Acknowledgment and Consent Agreement (the "*Agreement*") is given as of this April ____, 2013, by City of Wyandotte ("*Municipality*") to FLAGSTAR BANK, FSB, a federally chartered savings bank ("*Lender*").

RECITALS

WHEREAS, Lender may from time to time make available to **DOWNRIVER COMMUNITY CONFERENCE**, a public body, corporate or politic created under the Urban Cooperation Act, P.A. 7 of 1967 (Ex. Sess.) ("*Borrower*") and **DOWNRIVER MUTUAL AID**, a public body, corporate or politic created under the Urban Cooperation Act, P.A. 7 of 1967 (Ex. Sess.) certain loans and other financial accommodations (the "*Financing*");

WHEREAS, Municipality is interested in the Financing and the affairs of Borrower;

NOW, THEREFORE, to induce Lender to make the Financing available to Borrower, Municipality:

1. Acknowledges that it has received, reviewed, and consents (as a governmental entity participating in Borrower's Interlocal Agreement Creating a Program Planning Development Entity, to be known as the Downriver Community Conference, dated as of 1976, as amended September 14, 1995 (the "*Interlocal Agreement*") to those certain Resolutions of Borrower adopted on or about the date hereof (the "*Resolutions*");

2. Agrees that it shall not demand, take, or receive from Borrower, by setoff or in any other manner, payment of any fees, charges, and monies now or hereafter paid or payable to the Borrower under the Emergency Telephone Service Enabling Act, 1986 PA 32, as amended (MCL §§484.1101, et seq.) until the Financing has been paid in full;

3. Acknowledges that it is a PSAP (as defined in the Emergency 9-1-1 Service Enabling Act (MCL 484.1101 et seq.)) of the Downriver Mutual Aid 911 Service District;

4. Agrees that any and all assets of Borrower used in connection with, arising out of and/or related to that certain 800 Mega Hertz System benefiting Borrower and the Downriver Mutual Aid 911 Service District, including, without limitation, any and all fees, charges, and monies now or hereafter paid or payable to the Borrower under the Emergency Telephone Service Enabling Act, 1986 PA 32, as amended (MCL §§484.1101, et seq.), whether now owned or hereafter acquired, (collectively, "*Personal Property*"), located on any property owned by, leased by, or under the control of Municipality (each, a "*Premises*") shall be deemed to be Personal Property and shall not be considered a part of the Premises, regardless of whether or by what means it is or may become attached or affixed to the Premises. The Collateral (as defined the Security Agreement dated on or about the date hereof, executed by Borrower to Lender in connection with the Financing), but no other assets of Borrower or Municipality, secure the indebtedness of Borrower under the Financing;

5. Subordinates any interest it has in the Personal Property to Lender's lien on and security interest in the Personal Property;

6. Consents to Lender, its agents, employees and invitees entering upon the Premises for the purpose of exercising any right Lender may have under the terms of any security agreement executed by Borrower in favor of Lender, and to do any or all of the following with respect to the Personal Property: assemble, have appraised, display, operate, maintain, remove, repair, prepare for public or private sale, exhibit, and sell; and

7. Agrees to give Lender not less than sixty (60) days advance written notice should Municipality for any reason terminate or refuse the right of Borrower to locate the Personal Property on the Premises.

IN WITNESS WHEREOF, Municipality executed this Agreement as of the date first set forth above.

_____, as a
governmental entity participating in that certain that certain
Interlocal Agreement Creating a Program Planning
Development Entity, to be known as the Downriver
Community Conference, dated as of 1976, as amended
September 14, 1995

By: _____

Name: _____

Title: _____

[Signature Page to Master Acknowledgment and Consent Agreement – [Municipality] - DCC]

Memorandum

To: DCC/DMA Board Members/Elected Officials

From: Kurt M. Kobiljak Esq. DCC/DMA Corporate Counsel



RE: Master Acknowledgment and Consent Agreement for the new 911/800 Mega Hertz System

Date: February 28, 2013

At the February 7, 2013 DCC/DMA Board of Directors meeting, both the DCC and the DMA resolved to move forward with obtaining financing from Flagstar Bank to pay for the new 911/800 Mega Hertz System. One required component of this financing is that each member municipality acknowledge and consent to those terms and conditions of the underlying financing agreement.

To that end, attached please find the Master Acknowledgment and Consent Agreement, to be endorsed by your chief elected official(s). This Master Acknowledgement provides for the following:

1. That your municipality acknowledge that the DCC / DMA is obtaining financing from Flagstar Bank for the new 911/800 Mega Hertz system;
2. That Flagstar Bank has first priority / claim over any 911 fees, charges or monies, until the Flagstar Bank loan has been paid in full.
3. That Flagstar Bank has first priority / claim over all equipment used for the 800 Mega Hertz System purchased, via the Flagstar Bank financing, until the Bank loan has been paid in full.
4. No other assets other than the 911 fees and equipment will be used to secure the Flagstar Bank Loan.
5. No assets of your municipality will be used to secure the loan to the DCC/DMA.
6. Allows Flagstar Bank to enter any premise (i.e. tower site) so as to gain access to the 800 Mega Hertz equipment purchased via the Flagstar Bank financing.

Should you have any questions or comments please feel free to contact me at your convenience at 734.281.7100.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION



MEETING DATE: April 15, 2013

AGENDA ITEM # _____

ITEM: Sale of the former 1144 5th Street (25' x 101')

PRESENTER: Mark A. Kowalewski, City Engineer and Colleen A. Keehn, City Assessor

Mark Kowalewski 4-10-13

BACKGROUND: Property purchased with TIFA Funds and is now being sold to the adjacent property owners Archie and Sharon Hamilton, 1136 5th Street. The sales price of this property is \$1,250.00 which is \$50 per front footage. The additional property will make Mr. and Mrs. Hamilton's property 65' x 101'.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

OK Shyda

LEGAL COUNSEL'S RECOMMENDATION:

OK. W LOOK.

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Sales Agreements

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 15, 2013

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the communication from the City Engineer and City Assessor regarding the sale of the Former 1144 5th Street, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Archie and Sharon Hamilton, to acquire 25 feet of the former 1144 5th Street in the amount of \$1,250.00; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390
(734) 285-6500
FAX (734) 285-4160

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

PURCHASE AGREEMENT

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

Wvandotte, Wayne County, Michigan, described as follows:

North 15 feet of Lot 103 and the south 10 feet of Lot 104 Kingsley Park Subdivision as recorded in L38 P22 of Plats WCR being
known as Part of the Former 1144 5th Street, and to pay therefore the sum of Two thousand Five Hundred Dollars & 00/100
(~~\$2,500.00~~) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the
following conditions;

**THE SALE TO BE CONSUMMATED BY
PROMISSORY NOTE/MORTGAGE SALE**

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of <u>\$2,500.00 plus closing costs to be determined at closing</u> shall be paid to the Seller when the above described property is sold, refinanced, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property and the adjacent property currently owned by Purchaser. Purchaser is responsible to pay for the recording costs of the mortgage and discharge of mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. Should this property or the property at <u>1136 5th Street, Wvandotte, MI</u> be foreclosed on by any Financial or County Entity this property shall be returned to the Seller.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close. 4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Purchaser's Default	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Seller's Default	
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____ If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

9. The Broker is hereby authorized to make this offer and the deposit of N/A Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13. (j) and applied on the purchase price if the sale is consummated.

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

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

The closing of this sale shall take place at the office of _____ . However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: Contingent upon the following: 1. City Council approval, 2. Seller agrees, at closing, to combine this property with property currently owned by Purchaser known as 1136 5th Street. Purchaser will be responsible for closing fees including, but not limited, to engineering & tax mapping services of Wayne County in the amount of \$150.00, title premium and recording fees. Closing fees will be included into the Promissory Note/Mortgage amount. Further, a deed restriction will be placed on the deed which will indicate that if the property at 1136 5th Street is foreclosed on by any entity the property being purchased under this Agreement will revert back to the City of Wyandotte. Property is being purchased in an "as is" condition.

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

IN PRESENCE OF:

Archie Hamilton L.S.
Archie Hamilton Purchaser

Sharon Hamilton L.S.
Sharon Hamilton Purchaser

Address 1136 5th Street, Wyandotte, MI 48192

Dated April 4, 2013

Phone: 282-3025

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

Phone _____ By: _____ Broker

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

Joseph R. Peterson, Mayor L.S.
Seller

William R. Griggs, City Clerk L.S.
Address 3131 Biddle Ave., Wyandotte Seller

Dated: _____ Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____ L.S.
Purchaser

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

9

MEETING DATE: April 15, 2013

AGENDA ITEM # _____

ITEM: Tree Removal at 89 Perry Place, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer and William R. Look, City Attorney

Mark Kowalewski 4-11-13

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Property Owner, Mr. Philip Rondeau, has requested to remove a Black Walnut City tree located in front of his residence at 98 Perry Place, at his expense. The Department of Public Service has inspected the tree and found the tree to be in good health. Mr. Rondeau has indicated that the tree is very messy and during certain seasons he is unable to park his car by the tree due to the walnuts dropping. Mr. Rondeau has indicated that he will plant a new street tree, at his expense, once the tree is removed.

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

ACTION REQUESTED: The City's policy has been to keep all trees that are not dead or diseased therefore, this request should be denied.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *30-day delay concern*

LEGAL COUNSEL'S RECOMMENDATION: ok'd by W. Look

MAYOR'S RECOMMENDATION: *J. Look*

LIST OF ATTACHMENTS:

cc: Mr. Rondeau

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 15, 2013

RESOLUTION by Councilperson _____

BE IT RESOLVED THAT COUNCIL receives and places on file the communication from the City Engineer and City Attorney regarding the request from Mr. Philip Rondeau regarding removal of a City tree in front of 89 Perry Place; AND

BE IT FURTHER RESOLVED that Council denies the request of Mr. Rondeau to remove the Black Walnut City Tree.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

10

MEETING DATE: April 15, 2013

AGENDA ITEM #

ITEM: Labadie Park Neighborhood Master Deed Amendment

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 4-11-13

INDIVIDUALS IN ATTENDANCE:

BACKGROUND:

For the purposes of the development, the City of Wyandotte is named as the developer of the Labadie Park Neighborhood condominium project. The project is ready to expand from nineteen (19) units to twenty three (23) units. This expansion necessitates, in accordance with Article VI, an amendment to Article II of the Master Deed. The attached "First Amendment to the Amended and Restated Master Deed of Labadie Park Neighborhood Condominium" will accomplish this.

STRATEGIC PLAN/GOALS: Neighborhood Renewal and Development

ACTION REQUESTED: Adopt the "First Amendment to the Amended and Restated Master Deed of Labadie Park Neighborhood Condominium"

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None

IMPLEMENTATION PLAN: City Attorney to record amendment.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

or Skrzydalski

LEGAL COUNSEL'S RECOMMENDATION:

[Signature]

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS:

1. First Amendment to the Amended and Restated Master Deed of Labadie Park Neighborhood Condominium
2. Labadie Park Neighborhood Condominium Plans Sheets 1 thru 9

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 15, 2013

RESOLUTION by Councilperson _____

BE IT RESOLVED by the City Council that the communication from the, City Engineer, relative to the Labadie Park Neighborhood Condominium is hereby received and placed on file;

AND BE IT FURTHER RESOLVED that Council hereby APPROVES the First Amendment to the Amended and Restated Master Deed of Labadie Park Neighborhood Condominium, and further, that the Mayor and City Clerk be authorized to sign said amendment on behalf of the City of Wyandotte, and that the City Attorney is hereby directed to record same with the Wayne County Register of Deeds.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

**FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER DEED OF
LABADIE PARK NEIGHBORHOOD CONDOMINIUM**

The City of Wyandotte, a Michigan municipal corporation, whose address is 3200 Biddle Avenue, Wyandotte, Michigan 48192, being the Developer of Labadie Park Neighborhood Condominium, a Condominium Project established pursuant to the Amended and Restated Master Deed ("Master Deed") thereof, recorded in Liber 49218, Page 982 through 1047, Wayne County Records, and known as Wayne County Condominium Subdivision Plan No. 876, hereby amends the Master Deed of Labadie Park Neighborhood Condominium pursuant to the authority reserved in Article VI thereof for the purposes of enlarging the Condominium Project from 19 to 23 Units by the addition of the land described in paragraph 1 to Article II of the Master Deed. Upon recordation in the Office of the Wayne County Register of Deeds of this Amendment, said Master Deed and Exhibit B shall be amended in the following manner:

1. The following land shall be added to Article II of the Master Deed of Labadie Park Neighborhood Condominium by this Amendment:

PART OF LOTS 58 & 59 OF ASSESSOR'S WYANDOTTE PLAT NO. 4 OF LOTS 21-30 INCLUSIVE OF THE SUBDIVISION OF PRIVATE CLAIM 112 FOR THE HEIRS OF ANTOINE LABADIE, DECEASED, AS RECORDED IN LIBER 65 OF PLATS, PAGE 31, WAYNE COUNTY RECORDS, DESCRIBED AS BEGINNING N84°30'00"E 26.56' FROM THE SOUTHWEST CORNER OF SAID LOT 58 ALSO BEING INTERSECTION OF SECOND ST. AND ST. JOHN STREET; THENCE N05°23'05"W 153.92' ALONG EAST LINE OF SAID SECOND ST. (50' WD.) ; THENCE N84°30'00"E 72.93'; THENCE S05°30'00"E 153.92' TO A POINT ON NORTH LINE OF SAID ST. JOHN STREET (49.94' WD.); THENCE S84°30'00"W 73.24' ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINING 0.258 AC. OF LAND.

2. Article III, Section 15, of the Master Deed of Labadie Park Neighborhood Condominium, as set forth below shall replace and supersede Article III, Section 15, as originally recorded, and Article III, Section 15, as originally recorded shall be of no further force or effect.

Amended Article III, Section 15:

Section 15. **Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean a single Unit in Labadie Park Neighborhood Condominium as the same is described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the

boundaries of a Unit shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. There are 3 different types of Condominium Units in Labadie Park Neighborhood Condominium which are described on Exhibit B hereto. The different types of Condominium Units are as follows:

(a) Villas Unit. Villas Unit is a typical site type condominium unit. Unit numbers 32, 33, 34, 52, 53 and 54, are Villas Units.

(b) Manors Unit. Manors Unit is a typical attached type condominium unit. Unit numbers 55, 56, 57, 58, 59, 60, 61 and 62 are Manors Units.

(c) Townhouse Unit. Townhouse Unit is a site type condominium unit where attached dwellings are divided by a unit boundary which splits a common wall. Unit numbers 23, 24, 25, 26, 27, 28, 29, 30 and 31, are Townhouse Units.

3. Article V, Section 2, of the Master Deed of Labadie Park Neighborhood Condominium, as set forth below shall replace and supersede Article V, Section 2, as originally recorded, and Article V Section 2, as originally recorded shall be of no further force or effect.

Amended Article V, Section 2, of the Master Deed:

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit is equal. There are 23 Units numbered 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 52, 53 54, 55, 56, 57, 58, 59, 60, 61 and 62 in Labadie Park Neighborhood Condominium and the percentage of value for each Unit is 1/23. The percentages of value were computed on the basis of comparative characteristics of the Units and concluding that there are not material differences among them insofar as the allocatable expenses of maintenance for each Units with respect to the General Common Elements. The total value of the Project is precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

4. Article VI, Section 1, of the Master Deed of Labadie Park Neighborhood Condominium, as set forth below shall replace and supersede Article VI, Section 1, as originally recorded, and Article VI, Section 1, as originally recorded shall be of no further force or effect.

Amended Article VI, Section 1, of the Master Deed:

Section 1. **Area of Future Development.** The Condominium Project established pursuant to this Master Deed of Labadie Park Neighborhood Condominium and consisting of 23 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of approximately 85 Units. Additional Units, if any, will be constructed upon all or some

portion or portions of the following described land:

PART 1

PART OF LOTS 47-54, ALL OF LOTS 55-56, AND PART OF LOT 57, ASSESSOR'S WYANDOTTE PLAT NO. 4 OF LOTS 21-30 INCLUSIVE OF THE SUBDIVISION OF PRIVATE CLAIM 112 FOR THE HEIRS OF ANTONIE LABADIE, DECEASED, AS RECORDED IN LIBER 65 OF PLATS, PAGE 31 OF WAYNE COUNTY RECORDS, AND PART OF LOTS 55-66 & PART OF LOT 68, AND ALSO PART OF VACATED LABADIE STREET THEREOF, CHAS H. RIOPELLE SUBDIVISION NO. 1 OF THE EAST PART OF PRIVATE CLAIM 179 LYING EAST OF THE D.T. & I.R.R. AND WEST OF LABADIE & REAUME'S SUBDIVISION, AS RECORDED IN LIBER 39 OF PLATS, PAGE 50, WAYNE COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS; BEGINNING AT A POINT BEING S84°30'00"W 23.44' FROM THE SOUTHEAST CORNER OF SAID LOT 57 OF ASSESSOR'S WYANDOTTE PLAT NO. 4, SAID LINE ALSO BEING NORTH R.O.W. LINE OF ST. JOHNS STREET (49.94' WD.); THENCE PROCEEDING S84°30'0"W 399.24' ALONG SAID NORTH R.O.W. LINE OF ST. JOHNS STREET; THENCE N05°30'02"W 55.73'; THENCE CURVE TO RIGHT HAVING A RADIUS OF 89.00' ARC LENGTH OF 24.52', CHORD BEARING N02°23'37"E AND DISTANCE OF 24.45'; THENCE N10°17'14"E 41.90'; THENCE N84°30'00"E 286.90'; THENCE N05°23'05" 98.91'; THENCE S84°30'00"W 259.13'; THENCE N10°17'14"E 117.05'; THENCE N84°30'00"E 319.83' TO A POINT ON THE EASTERLY LINE OF SECOND ST. (55' WD.); THENCE S05°30'00"E 70.88' ALONG SAID EASTERLY LINE OF SECOND ST.; THENCE N84°30'00"E 5.37'; THENCE S05°23'05"E 260.94' TO THE POINT OF BEGINNING. CONTAINING 2.188 ACRES OF LAND.

PART 2

PART OF LOTS 5-7, BLOCK 1, AND THE ADJACENT VACATED ALLEY THEREOF, OF LABADIE AND REAUME'S SUBDIVISION AS RECORDED IN LIBER 17 OF PLATS, PAGE 67, WAYNE COUNTY RECORDS, AND PART OF LOTS 58, 59, 60 AND THE ADJACENT VACATED ALLEY THEREOF, OF ASSESSOR'S WYANDOTTE PLAT NO. 4 OF LOTS 21 TO 30 INCLUSIVE OF THE SUBDIVISION OF PRIVATE CLAIM 112 FOR THE HEIRS OF ANTOINE LABADIE, DECEASED, AS RECORDED IN LIBER 65 OF PLATS, PAGE 31 OF WAYNE COUNTY RECORDS, DESCRIBED AS BEGINNING S05°30'00"E 5.00' FROM THE NORTHEAST CORNER OF SAID LOT 5 AND PROCEEDING THENCE S05°30'00"E 95.00'; THENCE N84°30'00"W 19.74' TO THE EAST LINE OF SAID LOT 60; THENCE ALONG SAID LOT 60 S00°57'24"W 166.98' TO THE NORTH LINE OF ST. JOHNS STREET (49.94' WD.); THENCE ALONG SAID NORTH LINE S84°30'00"W 124.13' TO A POINT ON THE EAST LINE OF SECOND STREET (50' WD.); THENCE N05°23'05"W 260.92' ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LABADIE STREET (55' WD.) AS WIDENED; THENCE ALONG SAID LINE N84°30'00"E 122.63' TO THE POINT OF BEGINNING. CONTAINING 0.775 AC. OF LAND.

5. Amended Sheets 1, 2, 3, 4, 5, 6, 7, 8 and 9, of the Condominium Subdivision Plan of Labadie Park Neighborhood Condominium as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4, 5, 6, 7, 8 and 9, of the Condominium Subdivision Plan of Labadie Park Neighborhood Condominium as originally recorded, and originally recorded sheets 1, 2, 3, 4, 5, 6, 7, 8 and 9, shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

In all respects, other than as hereinabove indicated, the original Master Deed of Labadie Park Neighborhood Condominium, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this _____, day of _____, 2013.

CITY OF WYANDOTTE, a Michigan municipal
corporation

By: _____
Joseph R. Peterson, Mayor

By: _____
William R. Griggs, Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF)

On this _____ day of _____, 2013, the foregoing instrument was acknowledged before me by Joseph R. Peterson, the Mayor, and by William R. Griggs, the Clerk, of the City of Wyandotte, a Michigan municipal corporation, on behalf of it.

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

Drafted by:

Mark J. Abdo, Attorney at Law
43928 Mound Road, Suite 100
Sterling Heights, Michigan 48314

When recorded, return to drafter

LEGAL DESCRIPTION:

LEGAL DESCRIPTION: (PROPOSED FUTURE DEVELOPMENT)

[illegible][illegible]

PART 4

[illegible]

2001.2

[illegible]

Figure 1

[illegible]

LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION (PROPERTY ADDED BY REPLAT NO. 2)

DISCLOSED AS PART 2 IN RETAIL NO. 1

[illegible]

No.	Title
* 1	COVER SHEET
* 2	SURVEY PLAN
* 3	SITE PLAN
* 4	UTILITY PLAN
* 5	CO-ORDINATE PLAN
* 6	FOUNDATION PLAN (UNITS 55-62)
* 7	FIRST FLOOR PLAN (UNITS 55-67)
* 8	SECOND FLOOR PLAN (UNITS 55-63)
* 9	CROSS SECTION

NOTE:
THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES NEW OR AMENDED DRAWINGS WHICH ARE DATED AUGUST 02, 2010. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

COVER SHEET

PROPOSED OCTOBER 08, 2012

NO.	BEARING	ARC	CHORD BEARING & DIST
1	89°00'	24.32'	N02°17'17"E 24.45'
2	23°00'	18.12'	S70°29'22"E 25.38'

UTILITY SOURCE

STORM SEWER
SANITARY SEWER
WATER MAIN
GAS
ELECTRICAL & CABLE
TELEPHONE

ENGINEERING PLANS PREPARED BY HENNESSY ENGINEERING, INC.
SITE ENERGY/MICHCON
WYANDOTTE MUNICIPAL SERVICES
SBC

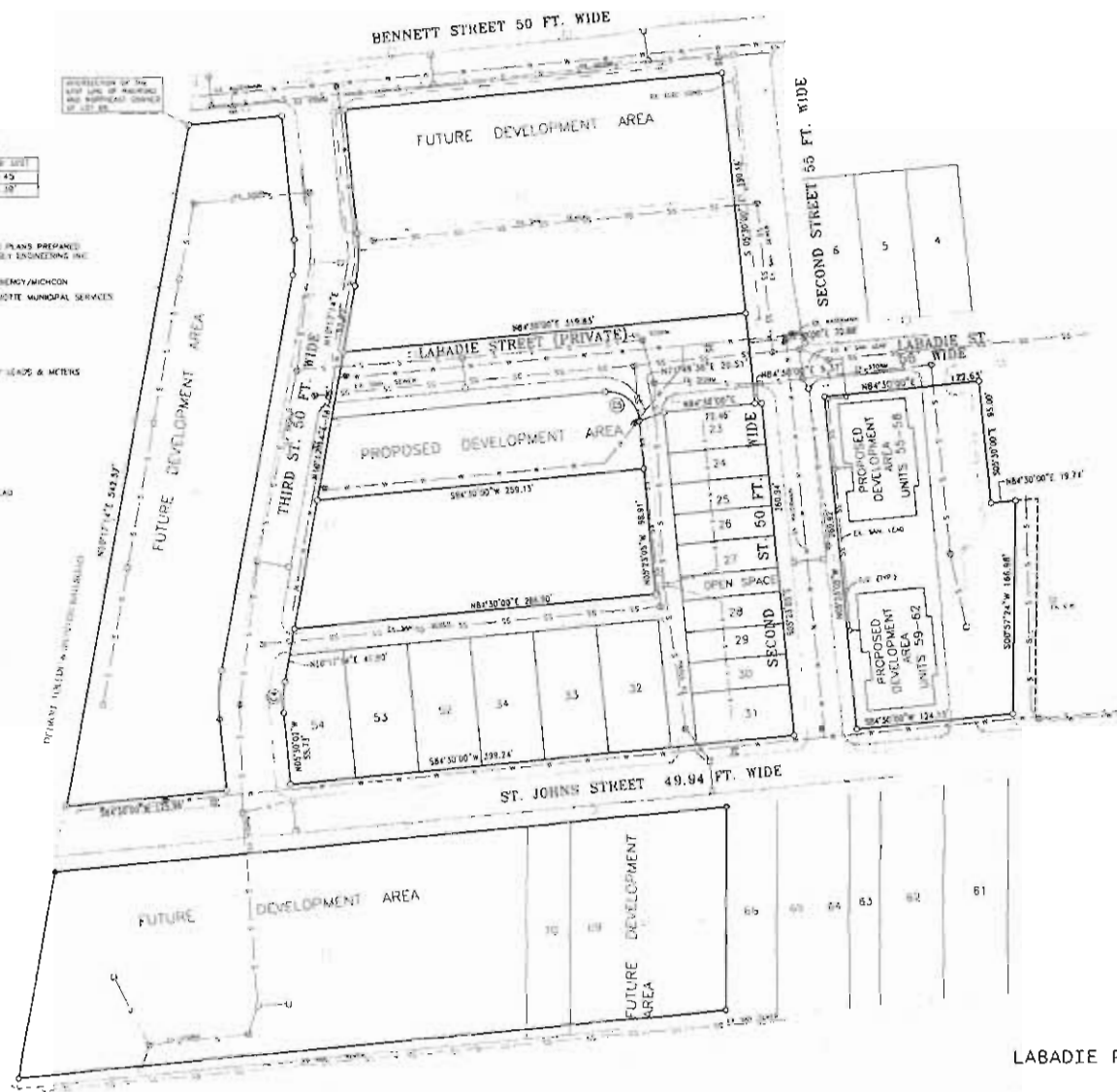
UTILITY NOTES

ALL UTILITIES SHOWN MUST BE MAINTAINED.
DMS LINES, OTHER PUBLIC UTILITIES, UTILITY LEADS & METERS WILL BE SHOWN ON AS BUILT PLANS.

LEGEND

52 UNIT NUMBER
75 STORM SEWER
80 SANITARY SEWER/SANITARY LEAD
90 WATER MAIN
10 STORM SEWER MANHOLE
11 SANITARY SEWER MANHOLE
12 LIGHT POLE
13 FIRE HYDRANT
14 OVERHEAD UTILITY
15 UNDERGROUND UTILITY POLE

NOTE:
THE LOCATIONS OF ALL UTILITIES AS SHOWN ARE APPROXIMATE AND ARE NOT FIELD VERIFIED.



UTILITY PLAN

PROPOSED OCTOBER 8, 2012

LABADIE PARK NEIGHBORHOOD CONDOMINIUM

SHEET 4 OF 9

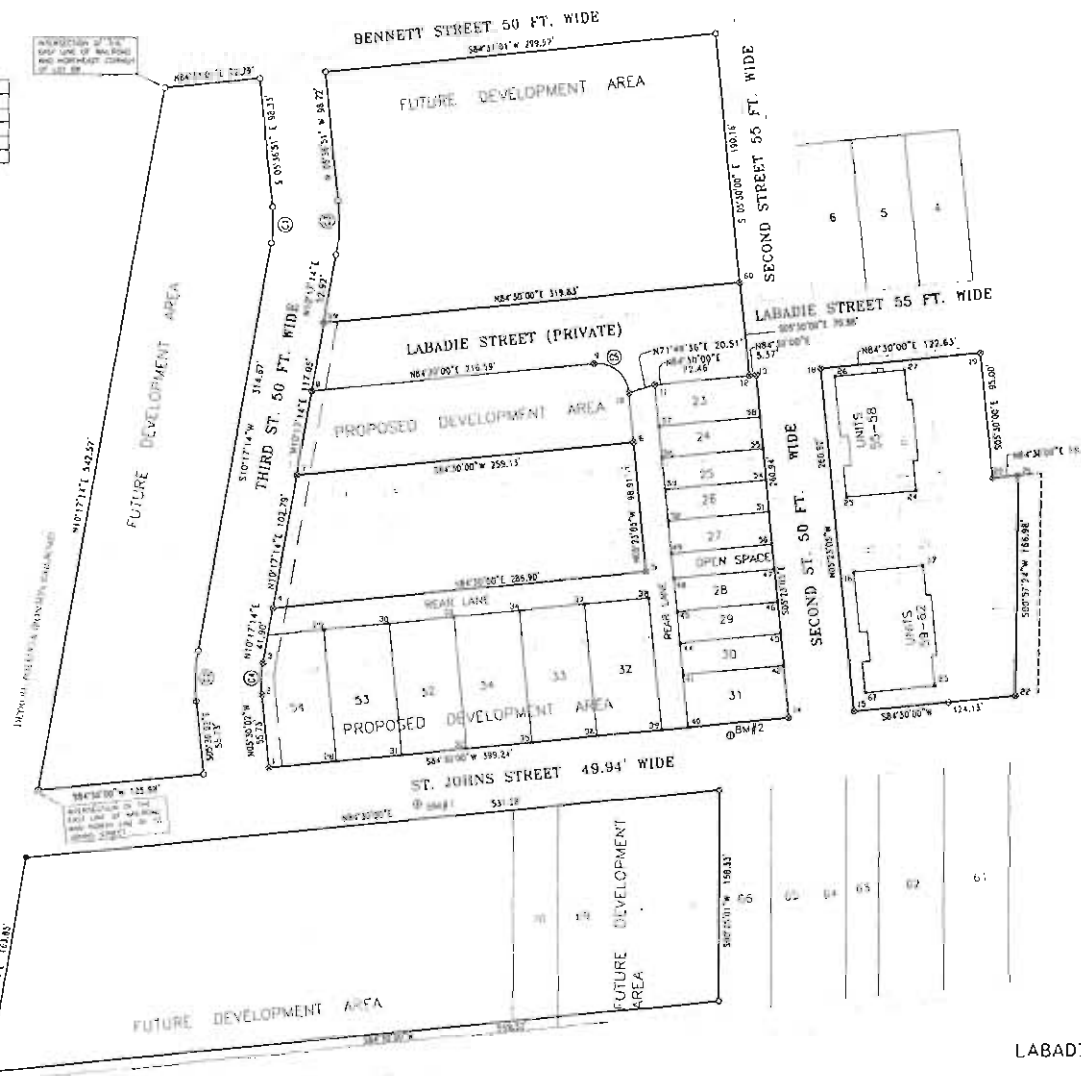
LD LAND DEVELOPMENT CONSULTING SERVICES, INC.
48600 ROMEC PARK, SUITE 2 PHONE: (986)888-2300
MACOMB, MI 48064 FAX: (986)888-2301

NO.	RADIUS	ARC	CHORD BEARING & DIST.
1	100.00	27.75	S42°20'12"W 27.58'
2	179.03	58.30	S52°25'57"W 58.18'
3	179.03	41.65	N02°20'12"E 41.50'
4	80.00	34.32	N02°23'57"E 34.40'
5	25.00	39.75	S50°26'32"E 35.92'

INDICATION OF THE
SOUTH LINE OF BARNES
AND NORTHEAST CORNER
OF LOT 89

LEGEND:

- 52 UNIT NUMBER
- ⊕ BENCHMARK
- 1/2" DIA. IRON ROD
- 3/4" DIA. IRON ROD
- 1/2" DIA. IRON ROD, 8' LONG
(ENCASED IN 4" DIA. CONCRETE
CYLINDERS)
- CONCRETE PILE



SCALE: 1" = 40'

0 20 40 60 80 100

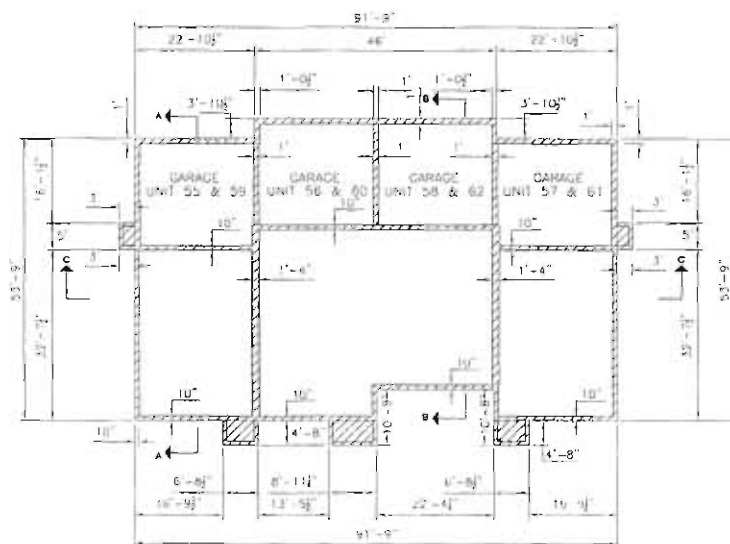
GRAPHIC SCALE

COORDINATE TABLE

POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING
1	5089.75	7812.70	31	5208.88	5214.84
2	5089.62	5208.25	32	5243.66	5204.41
3	5089.62	3209.38	33	5243.48	5205.00
4	5089.67	5216.66	34	5277.77	5205.43
5	5077.77	5252.43	35	5248.45	5244.38
6	5436.28	5493.15	36	5293.75	5463.95
7	5436.40	5255.25	37	5253.87	5454.94
8	5253.87	5245.78	38	5257.86	5244.38
9	5255.85	5462.27	39	5255.84	5213.72
10	5253.85	5493.66	40	5259.95	5213.62
11	5258.74	5259.14	41	5259.98	5259.72
12	5258.69	5261.27	42	5267.35	5267.35
13	5257.28	5265.61	43	5238.31	5265.09
14	5267.42	5262.10	44	5279.00	5267.63
15	5279.25	5260.87	45	5247.55	5265.31
16	5277.75	5266.92	46	5255.04	5268.84
17	5260.87	5216.42	47	5279.88	5265.00
18	5251.98	5236.38	48	5243.73	5270.03
19	5243.73	5258.45	49	5261.27	5261.24
20	5243.67	5267.26	50	5268.88	5268.71
21	5245.06	5267.21	51	5422.78	5268.38
22	5264.40	5264.42	52	5416.25	5268.90
23	5276.40	5273.00	53	5448.15	5268.64
24	5408.66	5269.12	54	5472.61	5264.11
25	5424.62	5265.61	55	5471.31	5261.86
26	5265.91	5267.00	56	5464.03	5254.28
27	5255.01	5265.31	57	5485.94	5252.16
28	5253.87	5264.26	58	5489.94	5249.82
29	5253.86	5265.41	59	5466.28	5250.12
30	5238.69	5265.83	60	5297.24	5271.41
			61	5286.41	5263.37

COORDINATE PLAN

PROPOSED OCTOBER 08, 2012
LABADIE PARK NEIGHBORHOOD CONDOMINIUM
SHEET 5 OF 9



SCALE: 1" = 10'

LEGEND

 = LIMITED COMMON ELEMENT
(UNITS 55,56,57,58,59,60,61,62)

— = LIMITS OF OWNERSHIP

0 5 10 20

GRAPHIC SCALE

NOTE:

- ALL FLOORS, WALLS AND CEILINGS ARE AT APPROX. RIGHT ANGLES TO EACH OTHER
- DIMENSIONS OF THE UNITS AND COMMON AREAS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS IN COMMON AREAS AS CONSTRUCTED

FOUNDATION PLAN (UNITS 55-62)

PROPOSED OCTOBER 08, 2012

LABADIE PARK NEIGHBORHOOD CONDOMINIUM

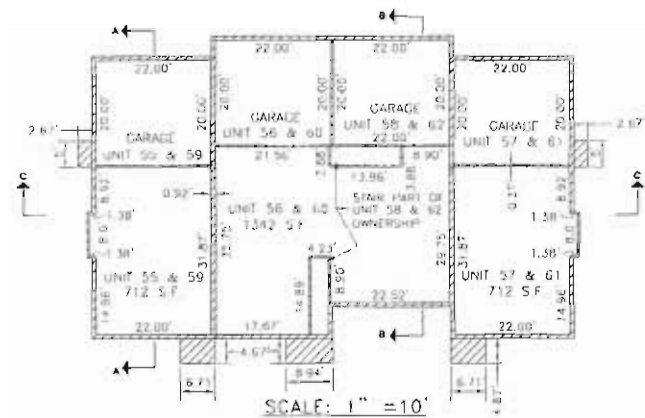
SHEET 6 of 9



LAND DEVELOPMENT CONSULTING SERVICES, INC.

48600 ROMEO PLANK, SUITE 2
WACONIA, MI 48044

PHONE: (586)868-2350
FAX: (586)868-2351



LEGEND

= LIMITED COMMON ELEMENT
(UNITS 55,56,57,58,59,60,61,62)

— = LIMITS OF OWNERSHIP



GRAPHIC SCALE

NOTE:

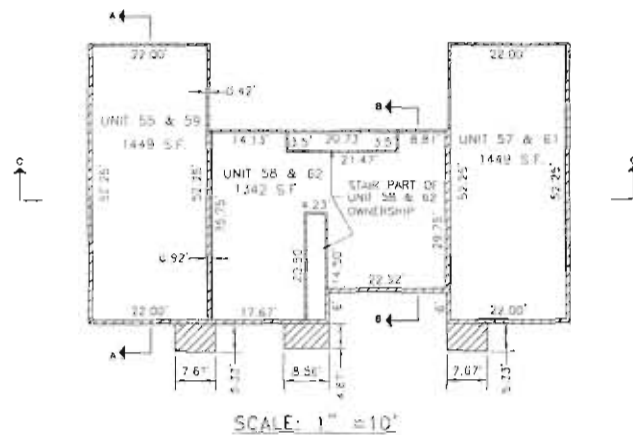
- ALL FLOORS, WALLS AND CEILINGS ARE AT APPROX. RIGHT ANGLES TO EACH OTHER.
- DIMENSIONS OF THE UNITS AND COMMON AREAS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS IN COMMON AREAS AS CONSTRUCTED.

FIRST FLOOR PLAN (UNITS 55-58)

PROPOSED OCTOBER 08, 2012

LABADIE PARK NEIGHBORHOOD CONDOMINIUM

SHEET 7 of 9



LEGEND

- = LIMITED COMMON ELEMENT
(UNITS 55,56,57,58,59,60,61,62)
- = LIMITS OF OWNERSHIP

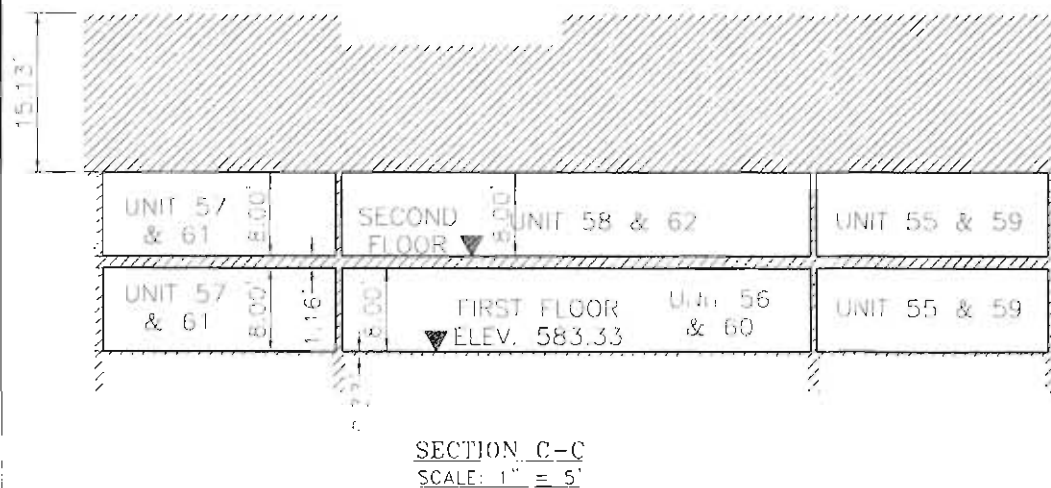
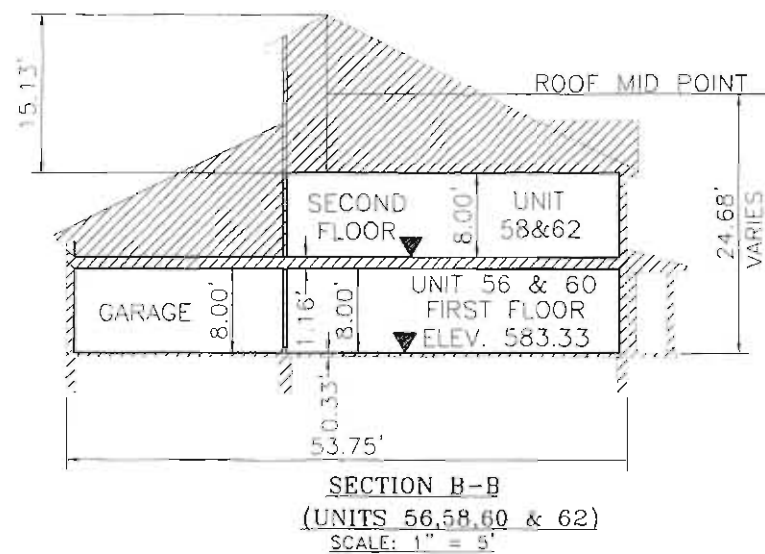
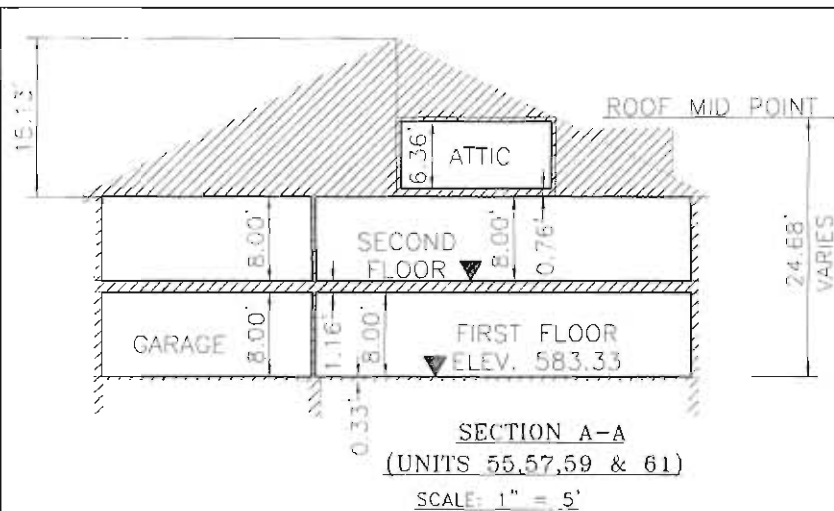
0 5 10 20
GRAPHIC SCALE

NOTE:

- ALL FLOORS, WALLS AND CEILINGS ARE AT APPROX. RIGHT ANGLES TO EACH OTHER
- DIMENSIONS OF THE UNITS AND COMMON AREAS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS IN COMMON AREAS AS CONSTRUCTED

SECOND FLOOR PLAN (UNITS 55-58)
PROPOSED OCTOBER '08, 2012
LABADIE PARK NEIGHBORHOOD CONDOMINIUM

SHEET 8 OF 9



CROSS SECTION
PROPOSED OCTOBER 08, 2012
LABADIE PARK NEIGHBORHOOD CONDOMINIUM

SHEET 9 of 9

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

11

MEETING DATE: April 15, 2013

AGENDA ITEM #

ITEM: Hiring – Laborer (Department of Public Service)

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 04-11-13

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Department of Public Service currently has eleven (11) union employees. Based on a review of the City's current resources, organizational structure, and staffing expectations, the filling of this position appears necessary to provide effective services to the citizens of the City of Wyandotte. As such, the hiring of John L. Green is recommended. Mr. Green has been working as a Seasonal Employee for the Department of Public Service off and on since 2009 and is trained in the functions of a Laborer. Further, Mr. Green has a CDL license endorsement.

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

ACTION REQUESTED: The undersigned recommends approval of the hiring.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Saving of approximately \$15,080.00 per year based on the difference in hourly rate between the former Laborer who retired and the entry-level Laborer being hired.

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Concei Shupdale*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

[Signature]

LIST OF ATTACHMENTS:

1. Application for Employment – John L. Green

MODEL RESOLUTION:

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Engineer regarding the Laborer position at the Department of Public Service and

CONCURS with the recommendation therein and hereby declares said position vacant and authorizes the filling of such vacancy and

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of John Green as a Laborer in the Department of Public Services contingent on the successful completion of a physical and drug screen examination.

APPLICATION FOR EMPLOYMENT

(PLEASE PRINT PLAINLY)

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

EMPLOYMENT DESIREDPosition applied for Laborer

Have you read the description of this job? To date, has not been posted ☐ Yes ☐ No
Are you qualified to perform these duties? ☒ Yes ☐ No

Other position you would consider _____

Type of employment desired: ☒ Full-Time ☐ Part-Time ☐ TemporaryDate you can start immediately Wage expected \$ entry**PERSONAL INFORMATION**Social Security Number [REDACTED]

Name Green John Lenn
Last First Middle
Address 3914 - 14th Wyandotte MI 48192
Street City State Zip Code

Telephone (including area code) [REDACTED]Other last names used while working, if any n/AAre 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? * Currently hold CA Learner's Permit

Have you ever employed by the City of Wyandotte? ☒ Yes ☐ No

If so, when? 04/08 - present

Have any of your relatives ever been employed by the City of Wyandotte? ☒ Yes ☐ No

If yes, indicate names and dates employed Peggy Green 7/79 - present, Adam Green 7-11/7-12

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 Peggy Green Telephone (including area code) [REDACTED]
Address 3914-14th St Wyandotte MI 48192
Street City State Zip Code

PERSONAL REFERENCES (Not former employers or relatives)

Name and Occupation	Address	Phone Number
Kelly Roberts OFFICE SUPERVISOR Dev. Coord.	1779 Ash, Wyandotte	[REDACTED]
Tori Feala	18302 Powers Dearborn Hts MI	[REDACTED]
Al Sutton, Parks & Sign Supervisor	1100 Lincoln Wyandotte	[REDACTED]

EDUCATION

Identify any special skills, training or licenses you have which are related to the position you are applying for:
Currently assist mechanics servicing city vehicles and equipment, snow removal, grass cutting, road repair, tree trimming. Currently hold CA Learners permit.

	NAME	CITY/STATE	DEGREE	MAJOR
High School	Roosevelt High School	Wyandotte, MI	Diploma	
College	Henry Ford	Dearborn, MI	- currently attending	
Other			(Automotive Technology)	

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

1. Firm name City of Wyandotte
Employed from 4 08 to present
Type of business Municipal
Address 4201-13th Wyandotte MI 48192
Telephone Number 734-324-4581 Name of supervisor Gary Ellison
Positions Seasonal Starting salary \$ 7⁴⁰ hr Final salary \$ 10⁰⁰ hr
Duties performed Assist mechanics, grass cutting, road repair, tree trimming
Reason for leaving still employed

If presently employed, may we contact your supervisor? ☒ Yes ☐ No If yes, telephone 734-324-4583

2. Firm name Delray Steel Casting
Employed from 7 06 to 7 07
Type of business Steel Castings
Address 18900 Bialto Melvindale MI 48122
Telephone Number 313-386-7100 Name of supervisor Edgar Lee
Positions laborer Starting salary \$ 850 Final salary \$ 850
Duties performed Shake out castings
Reason for leaving School Schedule

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

If yes, please explain _____

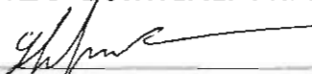
The facts set forth are true and complete. I hereby authorize investigation of all statements contained in this application and full disclosure of my present and prior work record. I grant permission to the City of Wyandotte ("City") to obtain information concerning my general reputation, character, 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: 1-24-13 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: _____ Signature: _____

4/26/05

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 15, 2013

AGENDA ITEM # 12

ITEM: File 4609 2013 Tennis Court Reconstruction

PRESENTER: Mark Kowalewski-City Engineer, Jim Knopp-Superintendent of Recreation,
Justin Lanagan- Administrative Trainee of Recreation

Mark Kowalewski 4-11-13

INDIVIDUALS IN ATTENDANCE: same as above

BACKGROUND: The tennis courts at Pulaski Park are in need of repair. Bids were solicited by the Engineering Department and opened on March 18, 2013. These bids were received, reviewed and Pro-Line Asphalt was determined to be the lowest and most qualified bid. See attached bids.

STRATEGIC PLAN/GOALS: The City is dedicated to planning a long range plan for recreation and leisure opportunities for Wyandotte's residents with emphasis on programs and facilities for youth and seniors by maintaining current facilities.

ACTION REQUESTED: Concur with the City Engineer, Superintendent of Recreation and Administrative Trainee of Recreation in accepting the bid from Reselecting Pro-Line Asphalt in the amount of \$64,510.00.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work form Account No. 492-200-850.860-524 in the amount of \$64,510.00.

IMPLEMENTATION PLAN: Pro-Line Asphalt will enter into a contract and begin the tennis court re-surfacing May 10, 2013 and be completed by June 21, 2013.

COMMISSION RECOMMENDATION: Approved April meeting

CITY ADMINISTRATOR'S RECOMMENDATION:

OK Shyda

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

AK

LIST OF ATTACHMENTS Summary of bids.

RESOLUTION

Wyandotte, Michigan
Date: April 15, 2013

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the City Engineer,
Superintendent of Recreation and Administrative Trainee in the following resolution.

A Resolution authorizing the acceptance of Pro-Line Asphalt's bid of \$64,510.00 for the 2013
Tennis court Reconstruction services from Account No. 492-200-850.860-524.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

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

FILE #4609
2013 TENNIS COURT RECONSTRUCTION
March 18, 2013 – 2 PM

Pro-Line Asphalt 11797 29 Mile Rd Washington, MI 48095	\$64,510.00	bond
Best Asphalt Inc. 6334 N. Beverly Plaza Romulus, MI 48174	\$68,648.50	bond
Al's Asphalt Paving Co Inc. 25500 Brest Taylor, MI 48180	\$68,667.15	bond
Pavex Corp 9786 Hawthorne Glen Dr Grosse Ile, MI 48138	\$69,334.00	bond
S & J Asphalt Paving Co. 39571 Michigan Ave Canton, MI 48188	\$76,536.50	bond
D & J Contracting Inc. 22750 Macomb Industrial Dr. Clinton Twp., MI 48036	\$93,353.50	bond
Nagle Paving Company 39525 West 13 Mile Rd Suite 300 Novi, MI 48377	\$93,994.50	bond

cc. Kelly Roberts/Engineering
Greg Meyring/Engineering
Superintendent of Recreation

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 15, 2013

AGENDA ITEM # 13

ITEM: Neighborhood Stabilization Program 3 – 1749 2nd Street

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 4-11-13

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

BACKGROUND: The City purchased the property at 1749 2nd Street for non-payment of the taxes, cleared title and applied to the County for competitive Neighborhood Stabilization Program 3 (NSP3) Funding to rehabilitate the home. Wayne County has approved this project to be funded under the NSP3. The Engineering Department has estimated the rehabilitation to be \$179,823.25. The rehabilitation will include new siding, roof, doors, windows, and appliances, update the electrical, plumbing and mechanical including geothermal, update kitchen and bathrooms, paint and carpet, new driveway.

The property size is 50' x 100'. The vacant property to the north of this home which measures 54' x 100' would be offered to someone interested in constructing a new single family home.

Once the home is rehabilitated, it must be sold to income qualified person meeting 120% of area median income (AMI) (2013 AMI is \$54,960 – 1 person household income to \$103,440 8 person household income) and who has completed 8 hours of housing counseling.

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

ACTION REQUESTED: Adopt a resolution approving NSP3 Subrecipient Agreement between Charter County of Wayne and the City of Wyandotte for the property known as 1749 2nd Street, Wyandotte, Michigan

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute NSP3 Subrecipient Agreement with the Charter County of Wayne, prepare specifications for a General Contractor, place out for bid, accept proposals, start rehabilitation on the home, sell home.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Shirley Connor*

LEGAL COUNSEL'S RECOMMENDATION: approved by Bill Look 4/10/13

MAYOR'S RECOMMENDATION: *JP*

LIST OF ATTACHMENTS: NSP3 Subrecipient Agreement between the Charter County of Wayne and City of Wyandotte

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 15, 2013

RESOLUTION by Councilperson _____

BE IT RESOLVED by the City Council that Council receives and places on file the communication from the City Engineer regarding Neighborhood Stabilization Project 3 (NSP3) ; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the NSP3 Subrecipient Agreement between Charter County of Wayne and the City of Wyandotte

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 1, 2013

AGENDA ITEM # 14

ITEM: Antenna Site License Agreement Amendments for T-Mobile

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski - 4-1-13

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: These Amendments will increase the monthly fees that the Licensee pays for these two (2) antenna sites by \$8,400 per year with 4% annual increases. Three (3) antennas and four (4) coax cables will be added to 1077 F Grove. The size of the antennas will be increase at 365 F. Hudson.

STRATEGIC PLAN/GOALS: To create revenues to support the City financially.

ACTION REQUESTED: Approve 2nd Amendment to the Antenna Site License Agreement for 1077 F Grove and 3rd Amendment to the Antenna Site License Agreement for 365 F Hudson with T-Mobile.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Increase revenue to account no. 295-000-655-020 of \$8,400 the 1st year and 4% increase thereafter.

IMPLEMENTATION PLAN: Execute Amendments and collect fees

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Concur 3/29/13*

LEGAL COUNSEL'S RECOMMENDATION: Review by Bill Look 3/11/13

MAYOR'S RECOMMENDATION: *[Signature]*

LIST OF ATTACHMENTS: 2nd Amendment to Antenna Site License Agreement for 1077F Grove
3rd Amendment to Antenna Site License Agreement for 365 F Hudson

MODEL RESOLUTION:

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 1, 2013

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council approves 2nd Amendment to the Antenna Site License Agreement for 1077 F Grove with T-Mobile and 3rd Amendment to the Antenna Site License Agreement for 365 F Hudson with T-Mobile; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Amendments.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec


CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

HEARING

MEETING DATE: April 15, 2013

AGENDA ITEM # _____

ITEM: Commercial Redevelopment District – 122/126/128 Oak Street

PRESENTER: Todd A. Drysdale, City Administrator 

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: In accordance with the Commercial Redevelopment Act, Public Act 255 of 1978, a public hearing has been scheduled on April 15, 2013, to consider establishing a Commercial Redevelopment District for the property at 122, 126 and 128 Oak Street. This action was initiated by the request of the prospective property owners, Les Salliotte, 2304 18th Street, Wyandotte, and Rick DeSana, 2530 Medford Street, Trenton (attached). The Act allows for a reduction in property taxes to encourage redeveloping commercial property in a qualified downtown revitalization district. Establishing the District is the first step in the process. The next step involves the property owner filing an application for an exemption certificate that must be approved by both the Council and the State Tax Commission. The application will include detailed information on the construction to be undertaken and economic advantages expected from the project. Also attached is a summary of the Act prepared by the Michigan Municipal League. The undersigned recommends that the Council establish a District to encourage and assist with redeveloping the property.

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

ACTION REQUESTED: Approve the attached resolution establishing the Commercial Redevelopment District as proposed.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur 

LIST OF ATTACHMENTS:

1. Request for the Establishment of a Commercial Redevelopment District – Les Salliotte & Rick DeSana
2. Commercial Redevelopment Act – One Pager Plus (MML)
3. Notice of Hearing

MODEL RESOLUTION:

RESOLUTION ESTABLISHING A COMMERCIAL REDEVELOPMENT DISTRICT FOR 128 OAK STREET PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE COMMERCIAL REDEVELOPMENT ACT, ACT 255 OF 1978, AS AMENDED

Wyandotte, Michigan

_____, 2013

RESOLUTION by Councilmember _____

RESOLVED BY THE CITY COUNCIL THAT:

WHEREAS, pursuant to the Commercial Redevelopment Act, Act 255 of 1978, as amended (Act 255), the City of Wyandotte has the authority to establish "Commercial Redevelopment Districts" within the City of Wyandotte at request of a commercial business enterprise or on its own initiative; and

WHEREAS, Les Salliotte, 2304 18th Street, Wyandotte, MI, and Rick DeSana, 2530 Medford Street, Trenton, MI, have filed a written request with the clerk of the City of Wyandotte requesting the establishment of a Commercial Redevelopment District for property at 128 Oak Street located in the City of Wyandotte hereinafter described; and

WHEREAS, the City Council finds that property within the District is obsolete commercial property (due to general neglect) which is part of an existing, developed commercial zone which has been zoned commercial for 3 years before June 21, 1978, and the area is or was characterized by obsolete commercial property and a decline in commercial activity, and hereby determines that the District meets the requirements set forth in Section 5(1)(a) of Act 255; and

WHEREAS, the City Council has provided for walkable non-motorized interconnections, including sidewalks and streetscapes throughout the District, as required in Section 4(2)(b)(iii)(B) of Act 255; and

WHEREAS, written notice has been given by certified mail to all owners of real property located within the proposed District as required by Section 5(3) of Act 255; and

WHEREAS, on April _____, 2013, a public hearing was held and all residents and taxpayers of the City of Wyandotte were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City of Wyandotte to establish the Commercial Redevelopment District as proposed;

NOW, THEREFORE, BE IT RESOLVED by the City Council that pursuant to the provisions of Act 255, Commercial Redevelopment District No. 10 is hereby established for the property at 128 Oak Street (and also known as 122, 126 and 128 Oak Street), said property more fully described as:

The following described parcel(s) of land situated in the City of Wyandotte, Wayne County, and State of Michigan, to wit:

LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 69 T3S R11E, LIBER 57 OF DEEDS, PAGE 5, WAYNE COUNTY RECORDS

Parcel Number: 82-57-011-06-0010-000

I move the adoption of the foregoing resolution.

MOTION by Councilmember _____

SUPPORTED by Councilmember _____

YEAS

COUNCIL

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

NAYS

ABSENT _____

March 25, 2013

The Honorable Mayor Joseph R. Peterson
And City Council
3200 Biddle Avenue
Wyandotte, MI 48192

Re: Request to Create a Commercial Redevelopment District for Property at
122, 126, and 128 Oak Street (former location of Jerry's Restaurant &
Lounge)

Dear Mayor and Members of Council:

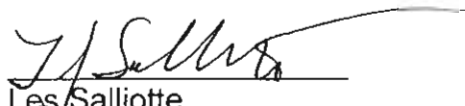
To facilitate the redevelopment of the property referenced above, we're requesting the creation of a Commercial Redevelopment District. We are in the process of purchasing the property on a land contract from the current owner, Gerald Diamond, 2930 22nd Street, Wyandotte MI.

Establishing the District will allow the redevelopment of the existing structure so that its' interior and exterior may be completely renovated and transformed into a restaurant and bar. As you may be aware, a portion of the structure was originally constructed in approximately 1860, and the remaining portion was constructed in approximately 1932, and the renovations will require a significant amount of improvements to the foundations, structural elements, mechanical systems, and interior and exterior. Total investment at the site is estimated at more than \$100,000.

If the District is established, an application for a Commercial Facilities Exemption Certificate for a restoration project will be filed with the City. Additional information about the proposed project will be submitted along with the application.

Thank you for your consideration of this request. If you have any questions or would like any additional information, please contact either of us.

Sincerely,



Les Salliotte
2304 18th Street, Wyandotte MI 48192
734-516-1176



Rick DeSana
2530 Medford Street, Trenton MI 48183
810-423-1591

cc: Gerald Diamond, 2930 22nd Street, Wyandotte, MI 48192

Introduction

2008 PA 227 re-activates and updates the Commercial Redevelopment Act (1978 PA 255, MCL 207.652 et seq.), which the Legislature allowed to sunset in 1985. This Act allows for tax exemptions for new, replacement, and restored facilities in city and village redevelopment districts. The Act sunsets on December 31, 2020, and no new abatements can be granted after that date unless the sunset is extended or removed by the Legislature.

What is the purpose of the Act?

Under 1978 PA 255 (as amended by 2008 PA 227), a legislative body is authorized to exempt a commercial property (replacement facility, restored facility, or new facility) from certain parts of the General Property Tax Act. A facility issued a certificate is exempt from real property taxes and is instead subject to a new commercial facilities tax.

Eligible commercial properties

Eligible properties include land improvements classified as real property that are either completed or in the process of construction, for which the primary purpose and use is the operation of a commercial business enterprise. The duration of the exemption is at the discretion of the local legislative body, not to exceed 12 years after the completion of the facility. A legislative body may review and extend an exemption issued for less than 12 years. Upon expiration of the certificate, the abated facility is placed back on the ad valorem property tax roll.

How taxes are calculated

Commercial facilities taxes are calculated based on the type of facility qualifying for the exemption. For a new or replacement facility, the total taxable value of the facility (excluding land and personal property) is multiplied by $\frac{1}{2}$ of the total mills levied by all taxing jurisdictions in the district. For a restored facility, the taxable value of the real property of the obsolete facility (excluding land and personal property) in the year preceding the issuance of the exemption certificate is multiplied by the total mills levied by all taxing jurisdictions in the district.

In addition to local taxes, the state treasurer may exclude up to $\frac{1}{2}$ of the State Education Tax (SET) mills the facility must pay (for a period of up to six years) if it is determined necessary for reducing unemployment, promoting economic growth, and increasing capital investment in the local unit of government. This must be done within 60 days after the local unit has granted a commercial facility exemption for a new or replacement facility, and only 25 of these exemptions can be made per year.

Requirements of the Act

For new, replacement, and restored facilities to utilize this Act, the commercial property must be located in areas zoned to allow for mixed-use (including high density, residential use). The property must also be located in a Downtown Development Authority (DDA) district, Principal Shopping District (PSD), Businesses Improvement District (BID), or in an area within the boundaries of the city or village that is zoned and primarily used for business, as determined by the local unit of government. For replacement facilities, the commercial property must be on, or contiguous to, land to be acquired, constructed, altered, or installed if being substituted for obsolete commercial property.

The local unit of government in which the facility is located must do the following in the redevelopment district:

- establish and implement an expedited local permitting and inspection process
- pass a resolution providing for walkable, non-motorized interconnections, including sidewalks and streetscapes

NOTICE OF HEARING
TO ESTABLISH A COMMERCIAL REDEVELOPMENT DISTRICT
IN THE CITY OF WYANDOTTE

NOTICE IS HEREBY GIVEN that the Council of the City of Wyandotte will meet on Monday, April 15, 2013, at 7:00 P.M., Local Time, in the Council Chambers in the City Hall of said City, 3200 Biddle Avenue, Wyandotte, Michigan, to conduct a public hearing for the purpose of reviewing and hearing comments on the following:

Establishment of a Commercial Redevelopment District, in accordance with the Commercial Redevelopment Act, Public Act 255 of 1978, as amended

The City of Wyandotte has received a written request from the prospective property owners to establish said district, with the boundaries encompassing the property at 128 Oak Street (and also known as 122, 126 and 128 Oak Street), said property more particularly described as:

LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 69 T3S R11E, LIBER 57 OF DEEDS, PAGE 5, WAYNE COUNTY RECORDS

Parcel Number: 82-57-011-06-0010-000

Copies of all relevant documents have been deposited in the office of the City Clerk of the City of Wyandotte, for public examination. The City Clerk's office may be reached at 734-324-4562. Written comments submitted prior to or at the specified time and date of the hearing will also be considered and should be forwarded to the City Clerk at City Hall at the above referenced address.

WILLIAM R. GRIGGS
City Clerk
City of Wyandotte

----- Mailing and Publication Instructions to City Clerk -----

Hearing date scheduled for: **Monday, April 15, 2013**

Send notice via Certified Mail to the following property owners no later than: **Tuesday, April 2, 2013** (not less than 10 days nor more than 30 days before the date of the hearing)

1. Gerald Diamond, 2930 22nd Street, Wyandotte, MI 48192
2. Les Salliotte
2304 18th Street, Wyandotte, MI 48192
3. Rick DeSana
2530 Medford Street, Trenton, MI 48183

Publish in News Herald: **One time on Sunday, March 31, 2013** (not less than 10 days nor more than 30 days before the date of the hearing)

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keeln
CITY ASSESSOR

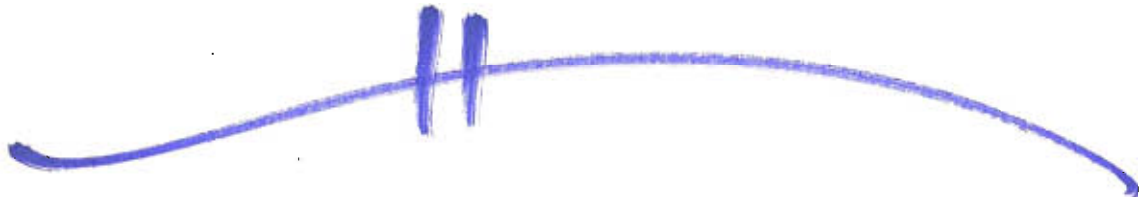


JOSEPH R. PETERSON
MAYOR

COUNCIL

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

Reports + minutes



Wyandotte, Michigan April 8, 2013

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

PERSONS IN THE AUDIENCE

Val Zavala, 2346 – 9th, objects to negativity of signs in community relative to his candidacy for Council.

Al Bates, regarding Wyandotte Street Fair.

Problem with sound on cable telecast, unable to hear voices, David Fuller will correct sound for a Tuesday AM showing.

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

April 4, 2013

The Honorable City Council City of Wyandotte

Gentlemen and Madam:

I am writing to request your concurrence in the following appointments:

Beautification Commission (3 years) – Term to Expire 2016

Michael Bozymowski	859 Vinewood, Wyandotte
Denise Donlan	525 Orange, Wyandotte
Karen Tavernier	125 Vinewood, Wyandotte
Alice Ugljesa	2278 – 21st Street, Wyandotte

Building Code Board of Appeals (2-year appointment) – Term to Expire 2015

**Greg Mcyring	7958 Coventry, Grosse Ile 48138
*Jeffery Carley	604 Emmons Blvd., Wyandotte

**Engineering Department Representative *Fire Department Representative

Board of Examiners of Electricians (1 year) – Term to Expire 2014

Thomas Kaul	3115 Van Alstyne, Wyandotte
Louis Parker	518 Mulberry, Wyandotte
Mark Ramirez	2283 – 20th Street, Wyandotte
Stanley Rutkowski	2508 – 19th Street, Wyandotte

EDC/TIFA/BRDA (6 YEARS) – Term to Expire 2019

Stephanie Badalamente	451 Clinton, Wyandotte
Joseph Maher	326 Chestnut, Wyandotte

Municipal Service Commission (5 years) – Term to Expire 2018

Gerald Cole	424 Riverside Drive, Wyandotte
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Planning & Rehabilitation Commission (3 years) - Term to Expire 2016

Barbara Duran 3326	12th Street, Wyandotte
Elizabeth Krimmel	610 Highland, Wyandotte
Charles Lupo	459 Cedar, Wyandotte

Police & Fire Commission (3 years) - Term to Expire 2016

John Harris	1920 Davie Wyandotte
-------------	----------------------

Recreation Commission (5 years) - Term to Expire 2018

Margaret Loya	754 Riverbank, Wyandotte
---------------	--------------------------

Zoning Board of Appeals and Adjustment

Ted Wienclaw, 2627 11th Street, Wyandotte MI 48192, will replace Daniel Cusson who resigned from the Zoning Board last month. Mr. Wienclaw's term will expire May 2015.

Thanking you in advance for your support of these appointments, I remain

Sincerely,
Joseph R. Peterson Mayor

April 4, 2013

The Honorable City Council City of Wyandotte
3200 Biddle Avenue
Wyandotte MI 48192

Gentlemen and Madam:

As you are aware, one of Wyandotte's own, Miss Jaclyn Schultz, was crowned Miss Michigan 2013 last September in Port Huron.

I am asking for your support in approving the placement of signs at various entrances to our city stating that Wyandotte is "Home of 2013 Miss Michigan —Jaclyn Schultz". Once approved, the Department of Public Service will be directed to create and place the signs at designated locations in the city.

Thanking you in advance for your support, I remain

Sincerely,
Joseph R. Peterson, Mayor, City of Wyandotte

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: April 8, 2013

AGENDA ITEM #3

ITEM: Maintenance Agreement for City Printing Devices

PRESENTER: David Fuller, Director of Information Technology

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: A year-long audit of printing devices not under vendor maintenance agreements was conducted to determine their total cost of ownership. These devices are responsible for the majority of City printing, generate significant procurement activity, and need to be supported by technical resources. A solution to reduce actual printing cost, eliminate individual equipment purchasing, and reduce technical staffing to support these printers was sought. A strategic support strategy also allows business functions to understand the true cost of each of their printers and to realign printing activity to maximize existing investments.

STRATEGIC PLAN/GOALS: This action is in alignment with the goals of creating fiscal stability and streamlining government operations.

ACTION REQUESTED: Authorize Mayor and City Clerk to sign maintenance agreement with Michigan Office Supplies.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The maintenance agreement will begin at date of signing. Affected users will be notified on proper procedure to ensure success of the program. As printer needs change, devices can be added or removed from the agreement every 90 days.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation. TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Concur with recommendation

MAYOR'S RECOMMENDATION: Concur with recommendation JRP

LIST OF ATTACHMENTS: 1. Cost Comparison, 2. Maintenance Agreement 3. Printer List

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: April 8, 2013

AGENDA ITEM #4

ITEM: Wyandotte Street Art Fair Marketing Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: The Recreation, Leisure and Culture Department staff is currently planning our special events for 2013. As you know, public relations are integral to the success of our special events. As a result, we seek to once again contract with Drumbeaters to provide additional public relations support. Please find attached a contract with Drumbeaters to provide promotional assistance for the 2013 Wyandotte Street Art Fair. Matt Lee, owner of Drumbeaters, has been doing media advance for the last 13 years and has worked with the Wyandotte Street Art Fair for the last 2. Today, his company provides services to over 100 events, such as The Detroit International Jazz Festival, The Detroit Festival of the Arts, Motor City Casino and The Mitch Albom Show.

Drumbeaters will provide the Wyandotte Street Art Fair committee and staff with activity reports tracking his work starting in mid-June. Mr. Lee will receive \$3,000 for his assistance with this year's fair. This fee will be paid from the Street Art Fair Expense account.

Working with Mr. Lee has given us the opportunity to promote our fair to television stations that we were unable to reach in the past. Matt's knowledge and experience will benefit, not only the 2013 fair, but all special events for years to come.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

WSAF Expense Account - 285-225-925-730-860 \$3,000

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation, signature on file.

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

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

LIST OF ATTACHMENTS 2013 Drumbeaters Contract

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: April 8, 2013

AGENDA ITEM #5

ITEM: Special Event Office- 2012 CALENDAR YEAR SPECIAL EVENT REPORT

PRESENTER: Heather A, Thiede, Special Event Coordinator

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

BACKGROUND: Herewith, please find an annual report on the 2012 calendar year events compiled by the staff of the Special Event Office. Contained therein is an overview of the City of Wyandotte's Special Events, including all marketing initiatives, individual event summaries and analysis, staff recommendations, a detailed breakdown of the Wyandotte Street Art Fair and financial information.

This is the first report of its kind from the Special Event Office. The same as with the Wyandotte Museum's Heritage Event Series Annual Report, this will become an annual account of those calendar years events.

The Special Event Office looks forward to continuing the many special events here in the city, and developing new public programs that enhance the quality of life for the citizens of our city and beyond. I submit this report for your collective review. Should you have any questions, please do not hesitate to contact me. *copy of the report is on file in the City Clerk's Office.

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

ACTION REQUESTED: Adopt a resolution to receive and place on file.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Receive and place on file.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: OK TDRYSDALE

LEGAL COUNSEL'S RECOMMENDATION N/A

MAYOR'S RECOMMENDATION jrp

LIST OF ATTACHMENTS: 2012 Calendar Year Special Event Report

MODEL RESOLUTION:

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25th, 2013

AGENDA ITEM #6

ITEM: Wyandotte Street Art Fair Sponsorship Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: The Recreation, Leisure and Culture Department staff is currently planning our special events for 2013. As you know, corporate sponsorship is integral to the success of our special events. As a result, we seek to again contract with Integrity Shows to provide additional sponsorship support. Please find attached a contract with Integrity Shows to provide sponsorship assistance for the 2013 Wyandotte Street Art Fair. We have worked with this company for two years, and have seen a major increase in revenue since 2011. Mark Loeb, owner of Integrity Shows has been producing indoor and outdoor events across the country since 1982. Today, his company provides services to over 200 events in 48 states, such as The Detroit International Jazz Festival, Funky Ferndale and The Detroit Festival of the Arts.

Integrity Shows will receive 30% of received gross sponsorship dollars for the fair as well as \$2,500 for their assistance in creating and updating the sponsorship program. This fee will be paid from the Street Art Fair Expense account and has been approved by the Wyandotte Street Art Fair Committee and our Department of Legal Affairs.

Integrity Shows will give us the opportunity to promote our fair to larger companies that we were unable to reach in the past. Integrity Shows knowledge and experience will benefit, not only the 2013 fair, but all special events for years to come.

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

ACTION REQUESTED: We feel that Mr. Mark Loeb and Integrity Shows will once again provide excellent service and request your support of this contract

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

WSAF Expense Account - 285-225-925-730-860 \$2,500
Plus 30% of all sponsorship agreements made through Integrity Shows

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation, signature on file.

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

MAYOR'S RECOMMENDATION

LIST OF ATTACHMENTS 2013 Integrity Show Contract

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: April 8th, 2013

AGENDA ITEM #7

ITEM: Wyandotte Street Art Fair Merchant Applications

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: As one of the largest fine art fairs in the State of Michigan, the 52nd Annual Wyandotte Street Art Fair attracts fine artists from across the state, region and nation to showcase their work, and offers a platform to expand community awareness of the creative arts through a quality event that provides cultural enrichment to all ages in a fun and festive environment.

In an effort to maintain a high level of quality and public confidence the Wyandotte Street Art Fair (WSAF) Committee would like to implement simple rules that benefit both the public and participants alike. The below are the changes to the WSAF Merchant applications starting this year.

Merchant fees have been adjusted. Please see your attached application for relevant fees. WBA Membership not applicable
Electrical procedure
Wyandotte Fire Department Vendor Regulations
Restaurant participation regulations

We will be allocating space using 3 selection criteria -

1. Merchants/restaurants within the art fair footprint will be given first priority,
2. Wyandotte businesses/restaurants who have commercial storefronts will be given second priority,
3. The remainder will be allocated to Wyandotte home-based businesses and outside of the city restaurants

Non-Wyandotte businesses that would like to participate as a sponsor of the Wyandotte Street Art Fair can contact my office. This would allow for acceptance into the WSAF without being subject to the progressive selection process outlined below.

With the increase in popularity over the years, the Fair is able to fund the multiple quality of life events that take place throughout the year here in the City of Wyandotte. We encourage businesses to join us and help continue the special events in our beautiful city.

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

ACTION REQUESTED: Adopt a resolution concurring with the recommendation of the Special Event Coordinator.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

We estimate with these application changes an estimated revenue increase at a minimum of \$5,000.

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION N/A

MAYOR'S RECOMMENDATION: JRP

LIST OF ATTACHMENTS

2013 Wyandotte Street Art Fair Merchant Applications; Electrical Form; Food Criteria Form; Wyandotte Fire Department Vendor Regulations

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: April 8th, 2013

AGENDA ITEM #8

ITEM: Special Event Application - WSAF Lemonade Agreement

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Please find the attached Wyandotte Street Art Fair Lemonade Agreements for Lori's Festive Catering to provide & supply five lemonade stands at the Wyandotte Street Art Fair - July 10 through July 13, 2013. The Contract has been approved by the Department of Legal Affairs and their insurance will be submitted by June 3, 2013, pending approval of this contract. We feel that this vendor will once again provide excellent service and will help make our downtown Wyandotte Street Art Fair a destination of choice for residents of not only Southeast Michigan but to the numerous visitors from various States. We appreciate your consideration and support of special event programming in the City of Wyandotte.

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

ACTION REQUESTED: We feel that Lori's Festive Catering will once again provide excellent service and request your support of this contract

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation, signature on file.

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

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

LIST OF ATTACHMENTS
2013 Art Fair Lemonade Agreement

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: April 8th, 2013

AGENDA ITEM #9

ITEM: Rezoning of the property known as former 1046 Eureka, Wyandotte

PRESENTER: Elizabeth A. Krimmel, Chairperson

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The City is selling the property known as former 1046 Eureka to Mr. Pizzo and Mr. Agrusa for the construction of three (3) unit apartment building. The sale is eontingent upon the property being rezoning from single family residential district (RA) to multiple family residential district (RM-1). This rezoning was referred to the Planning Commission to hold the required public hearing.

The hearing was held on March 21st and the Commission recommends that the property known as former 1046 Eureka, Wyandotte, Michigan (Lot 14 except the southerly part thereof measuring 4.72 feet on the westerly lot line and 4.77 feet on the easterly lot line, Block 286 Hurst and Post's Subdivision) be rezoned from single family residential district (RA) to multiple family residential district (RM-1).

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: concur with recommendation and refer to the Legal Department for proper ordinance.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: prepare the ordinance for reading.

COMMISSION RECOMMENDATION: Approved by Planning Commission March 21, 2013

CITY ADMINISTRATOR'S RECOMMENDATION: OK TDrysdale

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: jrp

LIST OF ATTACHMENTS: Minutes of the Planning Commission

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: April 8th, 2013

AGENDA ITEM #10

ITEM: CBS Outdoor Inc. Sign Lease

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This Sign Lease is for the removal and relocation of the billboard sign currently located on Biddle Avenue across from Henry Ford Wyandotte Hospital. This property is being sold to Dr. Atto from new medical office. When the City purchased the property at 87 Mulberry there was an existing lease between the owners and CBS Outdoor Sign for a billboard sign on the property. The City has received rent payments for this lease in the amount of \$4,500. The Engineering Department has negotiated a Sign Location Lease to relocate this sign to the City property located south of the vacated St. Ignace Street. The City would be responsible for the cost of removing and relocate this sign in an amount not to exceed \$29,000.00.

The Sign Location Lease with CBS Outdoor Sign for the new location will be a lease for 10 years and pay the City \$2,000 per year.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Approve Sign Location Lease

BUDGET IMPLICATIONS & ACCOUNT NUMBER: cost for removal and relocation of sign to be paid for from proceeds of the sale of the property.

IMPLEMENTATION PLAN: Execute Sign Location Lease with CBS Outdoor Inc., remove the sign and start construction of new sign at new location.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: ok TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: WLook

MAYOR'S RECOMMENDATION: JRP

LIST OF ATTACHMENTS: Sign Location Lease

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	March 28, 2013	\$2,273.94
Wyandotte Recreation Commission	March 12, 2013	
Fire Commission Meeting	February 26, 2013	
Special Fire Commission Meeting	March 21, 2013	
Fire Commission Meeting	March 26, 2013	
Police Commission Meeting	March 26, 2013	
Police Commission Meeting	February 26, 2013	
Municipal Service Commission	March 19, 2013	
Planning Commission	March 21, 2013	

CITIZEN PARTICIPATION

None

RECESSRECONVENINGROLL CALL

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

Absent: None

RESOLUTIONS

Wyandotte, Michigan April 8, 2013

RESOLUTION by Councilperson James DeSana

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 James DeSana
Supported by Councilperson Lawrence Stec
ROLL ATTACHED

Wyandotte, Michigan April 8, 2013

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council hereby CONCURS in the following appointments as set forth in Mayor Peterson's communication dated April 4, 2013:

BEAUTIFICATION COMMISSION (3 years)-Term to Expire 2016

Michael Bozymowski	859 Vinewood, Wyandotte
Denise Donlan	525 Orange, Wyandotte
Karen Tavernier	125 Vinewood, Wyandotte
Alice Ugljesa	2278-21st Street, Wyandotte

BUILDING CODE BOARD OF APPEALS (2-year appointment) Term to expire 2015

**Greg Meyring	7958 Coventry, Grosse Ile, Michigan 48138
*Jeffery Carley	604 Emmons Blvd, Wyandotte
**Engineering Representative	*Fire Representative

BOARD OF EXAMINERS OF ELECTRICIANS (1 year) -Term to Expire 2014

Thomas Kaul	3115 Van Alstyne, Wyandotte
Louis Parker	518 Mulberry, Wyandotte
Mark Ramirez	2283-20th , Wyandotte
Stanley Rutkowski	2508-19th Street, Wyandotte

EDC/TIFA/BRDA (6 years) Term to Expire 2019

Stephanie Badalamente	451 Clinton, Wyandotte
Joseph Maher	326 Chestnut, Wyandotte

MUNICIPAL SERVICE COMMISSION (5 YEARS)-Term to expire 2018

Gerald Cole	424 Riverside Drive, Wyandotte
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PLANNING COMMISSION- (3 years) Term to Expire 2016

Barbara Duran	3326-12th Street, Wyandotte
Elizabeth Krimmel	610 Highland, Wyandotte
Charles Lupo	459 Cedar, Wyandotte

POLICE & FIRE COMMISSION (3 years) Term to Expire 2016

John Harris	1920 Davis, Wyandotte
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RECREATION COMMISSION (5 years) Term to Expire 2018

Margaret Loya	754 Riverbank, Wyandotte
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ZONING BOARD OF APPEALS & ADJUSTMENTS

Ted Wienclaw	2627-11th Street, Wyandotte
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I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Lawrence Stec

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

NAYS: None

Wyandotte, Michigan April 8, 2013

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council CONCURS in the recommendation of Mayor Peterson as set forth in his communication dated April 4, 2013 to place signs at various entrances to the City of Wyandotte recognizing Miss Jaclyn Schultz as Miss Michigan-USA 2013. AND BE IT FURTHER RESOLVED that Council congratulates Miss Schultz for this prestigious accomplishment.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana
Supported by Councilperson Lawrence Stec
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan April 8, 2013

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council CONCURS in the recommendation of the Director of Information Technology and authorizes the Mayor and City Clerk to execute the maintenance agreement for City of Wyandotte printers with Michigan Office Supplies as outlined in said communication dated April 8, 2013 with updates to be added or removed from the agreement every 90 days.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana
Supported by Councilperson Lawrence Stec
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan April 8, 2013

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council CONCURS in the recommendation of the Special Events Coordinator and APPROVES the contract between the City of Wyandotte and Matt Lee/Drumbeaters in the amount of \$3,000 ; account # 285-225-925-730-860 for marketing of the 2013 Wyandotte Street Art Fair. AND BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana
Supported by Councilperson Lawrence Stec
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan April 8, 2013

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that the Special Event 2012 Yearly Report as submitted by the Special Event Coordinator is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana
Supported by Councilperson Lawrence Stec
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan April 8, 2013

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council CONCURS in the recommendation of the Special Events Coordinator and APPROVES the agreement for procuring corporate sponsorship for the Wyandotte Street Art Fair between the City of Wyandotte and Integrity Shows in the amount of \$2,500 plus 30% of all sponsorship agreements made through Integrity Shows. AND BE IT FURTHER RESOLVED that Council authorizes 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 James DeSana

Supported by Councilperson Lawrence Stec

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

NAYS: None

Wyandotte, Michigan April 8, 2013

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council APPROVES the 2013 Wyandotte Street Art Fair Merchant Applications as submitted by the Special Events Coordinator.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Lawrence Stec

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

NAYS: None

Wyandotte, Michigan April 8, 2013

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council APPROVES the contract between the City of Wyandotte and Lori's Festive Catering for the 2013 Lemonade concessions during the Wyandotte Street Art Fair, July 10th through July 13th, 2013. AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the agreement.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Lawrence Stec

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

NAYS: None

Wyandotte, Michigan April 8, 2013

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that the communication from the Planning Commission regarding the rezoning of the property known as former 1046 Eureka, Wyandotte is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council CONCURS with the recommendation of the Planning Commission and hereby APPROVES the rezoning of the property at 1046 Eureka, Wyandotte, Michigan (Lot 14 except the southerly part thereof measuring 4.72 feet on the westerly lot line and 4.77 feet on the easterly lot line, block 286 Hurst and Post's Subdivision) be rezoned from single family residential district (RA) to multiple family residential district (RM-1). AND BE IT FURTHER RESOLVED that the Department of Legal Affairs be directed to prepare the proper Ordinance.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Lawrence Stec

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

NAYS: None

Wyandotte, Michigan April 8, 2013

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer regarding the removal of the billboard sign location on the former 87 Mulberry, AND BE IT FURTHER RESOLVED that Council APPROVES the Sign Location Lease with CBS Outdoor Inc., to relocate the sign currently on the former 87 Mulberry to the city-owned property south of the vacated St. Ignace Street; AND BE IT FURTHER RESOLVED that said cost for removal and relocation be paid from the proceeds of the sale of the property to Dr. Atto.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Lawrence Stec

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

NAYS: None

Wyandotte, Michigan April 8, 2013

RESOLUTION by Councilperson James DeSana

RESOLVED by the City Council that the total bills and accounts in the amount of \$2,155,627.41 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

MOTION by Councilperson James DeSana

Supported by Councilperson Lawrence Stec

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

NAYS: None

ADJOURNMENT

MOTION by Councilperson James DeSana

Supported by Councilperson Lawrence Stec

That we adjourn.

Carried unanimously

Adjourned at 8:05 PM

April 8, 2013



William R. Griggs, City Clerk

FINANCIAL SERVICES DAILY CASH RECEIPTS

DATE 4-10-13
 BEGINNING DATE 4-2-13 AND ENDING DATE 4-10-13
 SALES RECEIPT # 353278 THRU 353285

DESCRIPTION	ACCOUNT NUMBER	KEY CODE	AMOUNT
ACCTS. RECEIVABLE - RESCUE	101-000-041-020	XL	
MIDWESTERN AUDIT A/R -RESCUE	101-000-041-021	XT	
MISCELLANEOUS RECEIPTS	101-000-655-040	RE	<u>6,550.55</u>
LIQUOR LICENSE	101-000-600-030	S2	
FINES DIST COURT WYANDOTTE	101-000-650-010	M1	<u>66,389.04</u>
DIST COURT RIVERVIEW CASES	101-000-650-012	M3	<u>23,465.20</u>
WORK FORCE WYANDOTTE	101-000-650-011	M2	<u>6,495.00</u>
WORK FORCE RIVERVIEW	101-000-650-017	M6	<u>915.00</u>
COURT TECHNOLOGY WYANDOTTE	101-000-650-018	M7	<u>2,880.00</u>
COURT DRUG TESTING FEES	101-000-650-020	M9	<u>1,080.00</u>
COURT SCREENING ASSESSMENTS	101-000-650-021	AS	<u>3,150.00</u>
CHEMICAL AWARENESS	101-000-650-024	AW	<u>1,465.00</u>
STATE DRUNK DRIV/DRUG CASE MGT	101-000-650-013	M4	
PRISONER BILLING	101-000-650-015	M5	
LAND CONTRACT REC. - UDAG	284-000-041-050	AR	
PARKING LOT LOANS	284-000-060-030	AR	
CINGULAR WIRELESS CELLSITE RENT	492-000-655-020	BB	<u>600.00</u>
LAND CONTRACT/TIFA CONSOL.	492-000-041-050	AR	
LAND CONTRACT - TIFA DOWNTOWN	499-000-041-050	AR	
MUNICIPAL SERVICE SEWAGE	590-000-068-010	5A	
SELF INSURANCE REIMBURSEMENT	677-000-670-010	7A	
HEALTH INS. REIMB. - RETIREE	731-000-231-020	3R	
QUARTERLY HEALTH M.S. RETIREE	731-000-670-010	7R	
PD EMPLOYEE PENSION CONTRIB	731-000-392-040	EP	<u>1,980.14</u>
DESANA TRUST	701-000-391-034	DT	<u>88.80</u>
ROTHERMAL HEALTH INS REIMB	101-000-231-020	MZ	<u>552.40</u>
HENRY FORD 2012 DISASTER PLANNING	101-000-257-062	MZ	<u>3,000.00</u>

TOTAL MONIES RECEIVED

118,611.13

TODD A. DRYSDALE
 DIRECTOR OF FINANCIAL SERVICES

City of Wyandotte
DESIGN REVIEW COMMITTEE
Minutes of the Tuesday, April 9, 2013, Meeting

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

MEMBERS PRESENT: Greg Mayhew, Don Schultz, Norm Walker, and Jody Egen

MEMBERS ABSENT: None

ALSO PRESENT: Sheila Johnson, Acting Recording Secretary
Les Salliotte, Owner and Applicant, 122-128 Oak
Rick DeSana, Owner and Applicant, 122-128 Oak
Janice Renier, West Shore Signs, Applicant, 105 Maple
Zebulon Bates, West Shore Signs, Applicant, 105 Maple
Lisa Thompson, Pottery Creations, Business Owner, 105 Maple
Cathy Calhoun, Pottery Creations, Business Owner, 105 Maple

APPROVAL OF MARCH 19, 2013 MINUTES:

Member Schultz approved. Member Egen seconded.

REVIEW OF PROPOSED STRUCTURAL REPAIRS AT 122-128 OAK:

The application as submitted by Les Salliotte and Rick DeSana (Applicants and Owners) for the property at 122-128 Oak, Wyandotte, Michigan has been reviewed and approved by the Design Review Committee on April 9, 2013.

REVIEW OF PROPOSED WALL SIGN AT 105 MAPLE:

The application as submitted by West Shore Signs (Applicant) and Pottery Creations (Business Owner) for the property at 105 Maple (3106 Biddle), Wyandotte, Michigan has been reviewed and approved by the Design Review Committee on April 9, 2013.

OTHER BUSINESS:

None at this time.

MOTION TO ADJOURN:

MOTION BY MEMBER Mayhew to adjourn the meeting at 12:15 p.m.
Member Walker seconded motion.

RESOLUTION

Wyandotte, Michigan

April 9, 2013

RESOLUTION BY MEMBER WALKER

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

The proposed façade repairs and removal of mansard roof as submitted by Les
Salliotte and Rick DeSana (applicant & owner) for the property at 122-128 Oak,
Wyandotte, Michigan has been reviewed and approved by the Design Review
Committee on April 9, 2013.

I move the adoption of the foregoing resolution.

Member: Walker

Supported by Member: Schultz

Yeas

X
X
X
X

Members

Mayhew
Egen
Schultz
Walker

Nays

RESOLUTION

Wyandotte, Michigan

April 9, 2013

RESOLUTION BY MEMBER SCHULTZ

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

The proposed wall sign as submitted by West Shore Signs (applicant) and Pottery
Creations (owner) for the property at 105 Maple (3106 Biddle), Wyandotte,
Michigan has been reviewed and approved by the Design Review Committee on
April 9, 2013.

I move the adoption of the foregoing resolution.

Member: Schultz

Supported by Member: Walker

Yeas	Members	Nays
X	Mayhew	
X	Egen	
X	Schultz	
X	Walker	

CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION MEETING MINUTES – APPROVED
MARCH 13, 2013

Members Present: John Darin, Chairperson, Brandon Calvin, Michael Bozymowski, Denise Donlon, Andrea Fuller, Noel Galeski, Linda Orta, Stephanie Pizzo, Bill Summerell, Karen Tavernier, Alice Ugljesa

Members Excused: All members present

Guests: Atef Mikhail, Owner, Nanna's Kitchen and Dave Adamczyk, President, DA Home Improvement

1. Call to Order: The meeting was called to order by John at 6:00pm.
2. Guest Presentation - Nanna's Kitchen Expansion Plans & Landscaping: The Commission was provided with a packet detailing the proposed landscaping plan. DA Home Improvement is ready to proceed as soon as they have the green light from the City, which they hope to have in the beginning of April and to have construction done by the Art Fair in July. The landscaping will be done by Rich Avery of Carefree. The Commission is in the process of coming up with new homes for the plants that would otherwise be unused in the landscaping process. Linda has volunteered to lead in the process.
3. Reading and Approval of Previous Minutes:
 - a. February 13, 2013 Regular Meeting: The motion was made by Alice and seconded by Linda to approve the minutes of the February 13, 2013 Regular Meeting of the Beautification Commission. The minutes were approved unanimously.
4. Chairperson's Report: As a follow-up to the Nanna's Kitchen presentation, the Commission scheduled a site trip at 1:00 pm Su, 3/17/13 to plan the plant salvage.
5. Treasurer's Report:
 - a. FY 2012-2013 YTD Expense Report: The FY 2012-2013 Budget was \$6,000.00 with current expenses totaling \$2,024.00 leaving a remaining balance of \$3,976.00. The additional expenses from the last report are \$20.00 for the BCSEM 2013 Annual Dues, \$27.00 for the BCSEM Quarterly Meeting in March for members Darin and Bozymowski to attend, and \$335.00 to Eckert's for the delivery and installation of the Spring Hanging Baskets. The Commission approved the expense for one truckload (5 yards) of topsoil mix from Panetta's Landscaping, delivered, in an amount not to exceed \$300. Motion Alice, Second John for Alice to purchase sunflower seeds for the community garden under the Petty Cash Policy in an amount not to exceed \$50. Approved.
6. Community Garden Opening Planning – Saturday, April 20, 2013:
 - a. Garden Plot Rental Applications: 18 plots have already been designated for gardeners with an additional 4 plots being used for orphaned plants leaving 10 plots open. Applications for a plot in the Community Garden can be found on the Beautification Commission's page on the City of Wyandotte website. The \$10 application fee for a plot in the Community Garden has been indefinitely suspended and that policy was reaffirmed again this year.
 - b. Flagstone Path for Garden Entrance: Due to new information, the Commission is deferring discussion and a decision until the next meeting when all the information can be verified.
7. Spring Dig-In Planning – Saturday, May 18, 2013: \$2,500.00 has been allocated for the Dig-In. The Commission will walk downtown and discuss what areas need to be worked on and what plants need to be purchased. Priorities identified include 1) empty tree boxes on Biddle, 2) side street tree boxes Van Alstyne to 1st street; 3) 4 new urns, 4) existing city hall plant pots.

8. Spring Hanging Baskets Update – May 2013: The 7 hanging baskets have been ordered.
9. Announcements and Public & Media Communications:
 - a. Commission Hotline, Email, and Facebook page: A few calls have come in inquiring about the Community Garden, Andrea has passed those on to Karen.
 - b. Growing Great Gardens Conference: The Growing Great Gardens Conference will take place on Saturday, March 16, 2013 from 8am-4pm at Wayne County Community College, Taylor. Featured speakers will be Jill Tack: What You Need to Know about GMO's and Janet Macunovich: Continuous Color In The Landscape.
 - c. BCSEM Spring Quarterly Meeting: The BCSEM Spring Quarterly Meeting will take place on Thursday, March 21, 2013 in Chesterfield. Members Darin and Bozymowski will be attending.
 - d. MSUE Evenings in the Garden Seminars, 2013: The MSUE will have a different class each month on various gardening topics. All the classes will be taught at the MSU Tollgate Education Center in Novi. All classes go from 6:30-8:30pm and is \$20 per class, which will be reimbursed.
10. Old Business:
 - a. Relocation of File Cabinet: The Beautification Commission's file cabinet has been relocated to the City Hall Security Office. Alice and Michael have volunteered to go through and organize the file cabinet.
 - b. Relocation of Tool Storage Locker and Tool Inventory: The Tool Storage Locker that was previously at the Old City Hall building has been moved to the golf course. There are also various locations where some of the Commission's tools are being stored so John has recommended an inventory of the Commission's tools. Bill and Mike are to search out all tools, and locate the wheelbarrow and water tank, and prepare an inventory report with item locations for the May Commission meeting.
11. New Business: Alice will be attending an upcoming City Council meeting to motivate all Wyandotte citizens and businesses to help make Wyandotte beautiful by beautifying their own property. Alice will advise the commissioners of the scheduled date.
12. Next Meeting: The next regular meeting is scheduled for Wednesday, April 10, 2013 at 6:00pm in City Hall Council Chambers, Third Floor, 3200 Biddle Avenue.
13. Adjournment: The meeting was adjourned by John at 7:58pm.

Respectfully Submitted,

Brandon Calvin

Recording Secretary,
Wyandotte Beautification Commission