

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, AUGUST 5th, 2013 , 7: 00 PM
PRESIDING: THE HONORABLE JOSEPH R. PETERSON, MAYOR
CHAIRPERSON OF THE EVENING: THE HONORABLE TED MICIURA JR.

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

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Mark Skehan, Bourbons on Sycamore 118 Sycamore requesting to close Sycamore between Biddle and Coastal Thai for their GRAND OPENING to take place on Saturday, August 10, 2013.

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

2. Communication from the City Engineer submitting a sale agreement for an NSP2 home within the City of Wyandotte.

3. Communication from Mayor Peterson regarding appointments to the Board of Examiners of Plumbers and appointment to the Building Code Board of Appeals.

4. Communication from the City Clerk relative to a Liquor License.

5. Communication from the City Engineer submitting a sale agreement for an NSP2 home within the City of Wyandotte.

6. Communication from the City Engineer relative to the Wayne County Sponsored Household Hazardous Waste Collection Day to take place at the Westland Shopping Center, Saturday, August 24, 2013 from 8:00 a.m. to 2:00 p.m.

7. Communication from the City Engineer submitting an application for rezoning on behalf of Brent Mikulski for the property located at 1788-1794 Oak Street from RM-1A to B-1.

8. Communication from the Planning Commission regarding an amendments to the Design Review Section.

CITIZENS PARTICIPATION:

HEARINGS:

SHOW CAUSE HEARING
WHERE THE PROPERTY OWNER OR OTHER
INTERESTED PARTIES WILL BE GIVEN THE
OPPORTUNITY TO SHOW CAUSE IF ANY THEY HAVE WHY
THE STRUCTURE AT 96 PERRY PLACE WYANDOTTE HAS
NOT BEEN DEMOLISHED

SHOW CAUSE HEARING
WHERE THE PROPERTY OWNER OR OTHER
INTERESTED PARTIES WILL BE GIVEN THE
OPPORTUNITY TO SHOW CAUSE IF ANY THEY HAVE WHY
THE STRUCTURE AT 826 GODDARD WYANDOTTE HAS NOT
BEEN DEMOLISHED

FIRST READING OF AN ORDINANCE:

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING
ARTICLE XXIII-DESIGN REVIEW SECTION 2300 B.2 MEMBERSHIP

REPORTS AND MINUTES:

Municipal Service Commission

July 23, 2013

Zoning Board of Appeals & Adjustments

July 17, 2013

NOTICE

**The Mayor & City Council
will hold a Study Session
on the budget for the
2013-2014 Fiscal Year**

**Monday, August 5, 2013
5:00 p.m.**

**Council Chambers
3200 Biddle Avenue
3rd Floor of City Hall**

Bourbons on Sycamore

118 Sycamore St

Wyandotte, MI. 48192



August 1, 2013

Mayor Peterson & City council

3200 Biddle Ave

Wyandotte, MI. 48192

We are requesting a permit to close Sycamore St down between Biddle Avenue and Coastal Thai on August 10, 2013. We are requesting to close it between the hours of 4pm to 2am. We are requesting this for our grand opening celebration. We also may have to erect a tent during this time if weather conditions are poor. Lastly we are asking for permission to have live entertainment and/or a DJ. Your consideration is greatly appreciated.



Mark Skehan

WYANDOTTE CITY CLERK
2013 AUG - 1 P 3:11

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

②

MEETING DATE: August 5, 2013

AGENDA ITEM # _____

ITEM: Sales Agreements for NSP2 Home 616 Superior 15 E 9 2013 E105

PRESENTER: Mark A. Kowalewski, City Engineer

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

BACKGROUND: Received NSP2 Funds to construct new single family homes. This unit is located in the Vinewood Village Condominium Development. City had entered into a Purchase Agreement to sell this unit, but the buyer backed out. Therefore, the following offer has been received:

616 Superior – Rachel Meussner, 17205 Jessica, Southgate, Michigan 48195 in the amount of \$97,500. Ms. Meussner is 50% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$62,500 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). This subsidy will require approval by MSHDA. If the home is maintained as owner occupied for fifteen (15) years this lien will not have to be repaid. The final mortgage is in the amount of \$35,000.00.

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

ACTION REQUESTED: Approval sale agreement between Rachel Meussner and the City.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute Sales Agreements and closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *OK TD*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *OK MP*

LIST OF ATTACHMENTS: Sale Agreement

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

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: August 5, 2013

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that Council concurs with the recommendation of the City Engineer regarding the sale of the NSP2 home at 616 Superior; AND

BE IT RESOLVED that Council hereby accepts the offer for 616 Superior from Rachel Meussner, Southgate, Michigan in the amount of \$97,500.00. Ms. Meussner is 50% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$62,500.00 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for fifteen (15) years this lien will not have to be repaid. The final mortgage amount is in the amount of \$35,000.00; AND

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

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

LOTTERY FORM TO ACQUIRE NSP2 HOME

Date: 7/11/2013

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

RE: File No. 4603

DUE DATE: Monday, November 12, 2012

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

In order of preference: 1st 616 Superior 2nd 3rd
4th 5th 6th 7th
8th 9th 10th

THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:

- ☒ NSP2 SINGLE - FAMILY SALES PROGRAM GUIDELINES: has read and understands policy.
- ☒ INSPECTION: Familiarity with the present condition of premises based on recent inspection.
- ☒ COMPREHENSION: Understanding that Purchase Agreement is subject to the Wyandotte City Council approval prior to closing
- ☒ PURCHASE PRICE : Ninety Seven Thousand Five Hundred Dollars
(\$ 97,500.00)
- ☒ DEPOSIT: One Percent (1%) of above amount enclosed. Check No.
Make check payable to the Minnesota Title Agency
- ☒ Enclosed Purchase Agreement
- ☒ Enclosed Housing counseling Certificate ☒ 50% or Below of Area Median Income
- ☒ Enclosed Pre-Qualified Mortgage Letter ☐ 120% or Below of Area Median Income
- ☒ If approval from MSHDA for Homebuyer Assistance exceeds \$30,000.00 is needed

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

SIGNATURE: Rachel Meussner

NAME: Rachel Meussner

Please print

ADDRESS: 17205 Jessica

Please print

Southgate MI 48195

Please print

Phone: (734) 558-3543

**VINEWOOD VILLAGE CONDOMINIUM
PURCHASE AGREEMENT**

Condominium Unit No. 17 (the "Unit")
Style: _____
(As shown on Condominium Subdivision Plan)

Unit Address: 616 Superior

WHEREAS, City of Wyandotte, a Michigan municipal corporation, ("Developer") whose address is 3131 Biddle Avenue, Wyandotte, Michigan 48182, is the Developer of a Project known as Vinewood Village Condominium, a condominium, according to the Master Deed thereof recorded in the Wayne County Register of Deeds, located in the City of Wyandotte, Wayne County, Michigan; and

WHEREAS, Rachel Meussner

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

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

IT IS AGREED AS FOLLOWS:

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

Base purchase price \$ 97,500.00
Custom Extras, if any \$ 0
TOTAL PURCHASE PRICE \$ 97,500.00
Earnest Money Deposit paid on signing this Agreement ("Deposit") \$ 975.00
Additional Deposit to be paid by Purchaser on completion of rough carpentry \$ 0
Additional Deposit to be paid by Purchaser on completion of drywall \$ 0
BALANCE OF TOTAL PURCHASE PRICE DUE AT CLOSING \$ 96525

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

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

Developer hereby agrees that all sums received under this Purchase Agreement shall be held in escrow and placed in an escrow account with Mingesda Title Company, by and through its authorized agent Mingesda Title Company, whose address is 7326 Allen Ed., Allen Park, MI 48101, under an Escrow Agreement, a copy of which is attached hereto and incorporated by reference herein. Any interests earned on funds refunded to Purchaser upon the occasion of his withdrawal from this Agreement shall be paid to Developer.

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

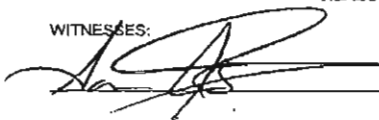
Purchaser agrees that, in addition to the purchase price above mentioned, he will be liable for his proportionate share of the Association assessment for maintenance, repair, replacement and other expenses of administration as outlined in the Bylaws.

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

This Agreement is executed by the parties on the 14th day of July, 2013. Purchaser acknowledges receipt of a copy of this Agreement, the Limited Warranty and the Escrow Agreement referred to herein.

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

WITNESSES:





Purchaser

Purchaser

Purchaser's Telephone No.: (734) 558-3543
Developer's Telephone No.: _____

17205 Jessica, Southgate, MI 48195
Address

CITY OF WYANDOTTE, a Michigan municipal corporation

By: _____

VINEWOOD VILLAGE CONDOMINIUM - GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RM

Condominium Unit No.: 17

[illegible]

Dated: 7/11/13

X Rachel Nunez _____ Purchaser

By _____

Purchaser

RECEIPT AND INSTRUCTION SHEET

VINEWOOD VILLAGE CONDOMINIUM

Dear Co-owner:

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

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

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

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

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

Very truly yours,

CITY OF WYANDOTTE

By: _____

Receipt of described Documents acknowledged:

By: Rachel Meussner

Rachel Meussner
(If more than one Purchaser, all must sign)

Unit No.: 17

Dated: 7/11/13

EXHIBIT A

DOCUMENTS FURNISHED WITH
RECEIPT AND INSTRUCTION SHEET

Amended and Restated Master Deed

Condominium Bylaws

Condominium Subdivision Plan

Association Articles of Incorporation

Purchase Agreement

Escrow Agreement

Limited Warranty

Condominium Buyer's Handbook

Disclosure Statement

VINEWOOD VILLAGE CONDOMINIUM

LIMITED WARRANTY

Legal Description: 570153200170000

Home No. _____

Community: VINEWOOD VILLAGE CONDOMINIUM

Unit No 17 Wayne County Condo Sub Plan
877 aka Vinewood Village Liber 49910 page 322

Building No. 17

Style: _____

Home Address: 616 Superior
Wyandotte, MI 48192

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

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

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

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

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

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

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

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

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

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

g. Loss or injury due to the elements.

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

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

j. ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR SECONDARY DAMAGES ARISING OUT OF ANY DEFECTS IN MATERIALS OR WORKMANSHIP OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY. In no event will Developer/Builder be liable for such damages even if Developer/Builder has been advised of the possibility of such damages, nor shall Developer/Builder be liable for or responsible to compensate or indemnify Purchaser for any damage, claim, demand, loss, cost of expense resulting from an alleged claim of breach of warranty hereunder, whether relating to injury to persons, property, or otherwise, or relating to the presence of any toxic or hazardous waste, substance, or contaminant, including without limitation radon gas or mold, in, on, or under the Home, the Community or the real estate adjacent to or in close proximity with the Community.

RM

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

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

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

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

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

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

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

CITY OF WYANDOTTE:

PURCHASER(S):

By: _____
a Michigan limited liability company

X Raoul Munn
Signature

By: _____
Name: _____
Its: _____

Signature

Date: 7/18/2013

Address: 17205 Jessica, Southgate

Phone: (734) 558-3543

**VINEWOOD VILLAGE CONDOMINIUM
ESCROW AGREEMENT**

THIS AGREEMENT is entered into this 11th day of July 2013, between Wyandotte, a Michigan municipal corporation, whose address is 3131 Biddle Avenue, Wyandotte, Michigan 48192, ("Developer"), and Minnesota Title Insurance Company ("Escrow Agent"), by and through its agent, Minnesota Title Company, whose address is 7326 Allen Rd., Allen Park, MI 48101.

R E C I T A L S :

WHEREAS, Developer is establishing a residential development known as Vinewood Village Condominium which has been established as a Condominium Project under the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter the Act); and

WHEREAS, Developer is selling Units in Vinewood Village Condominium and is entering into Purchase Agreements with Purchasers for such Units in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such Agreements be held by Escrow Agent under an Escrow Agreement; and

WHEREAS, the parties hereto desire to enter into such an Escrow Agreement for the benefit of Developer and for the benefit of each Purchaser (hereinafter called "Purchaser") who makes deposit under a Purchase Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Developer shall, after receipt, promptly transmit to Escrow Agent all sums deposited with it under a Purchase Agreement together with a fully executed copy of such Agreement.
2. The sums paid to Escrow Agent under the terms of any Purchase Agreement shall be held and released to Developer or Purchaser only upon the conditions hereinafter set forth:

A. Except as provided in Paragraph 2D below, amounts required to be retained in escrow in connection with the purchase of a Unit shall be released to the Developer pursuant to Paragraph 4 below only upon all of the following:

- (i) Issuance of a certificate of occupancy for the Unit, if required by local ordinance.
- (ii) Conveyance of legal or equitable title to the Unit to the Purchaser.
- (iii) Receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect either confirming that those portions of the phase of the Project in which the Condominium Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete, or determining the amount necessary for substantial completion thereof.
- (iv) Receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect either confirming that recreational or other facilities which on the Condominium Subdivision Plan are labeled "must be built", whether located within or outside of the phase of the Project in which the Condominium Unit is located, and which are intended for common use, are substantially complete, or determining the amount necessary for substantial completion thereof.

B. In the event that the Purchaser under a Purchase Agreement shall default in making any payments required by said Agreement or in fulfilling any other obligations thereunder, for a period of 10 days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to said Agreement to Developer in accordance with the terms of

said Agreement.

C. In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding under Section 5 of the General Provisions thereof, then Escrow Agent shall release to Purchaser all of Purchaser's deposits held thereunder.

D. If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to Developer if Developer has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

E. Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant to this Agreement. In the event that interest is earned upon such sums, however, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of his withdrawal from a Purchase Agreement shall be paid to Developer.

3. Substantial completion shall be determined as follows:

A. Substantial completion and the estimated cost for substantial completion of the items described in Paragraphs 2A(iii) and 2A(iv) above and in Paragraph 4 below shall be determined by a licensed professional engineer or architect, as provided in Paragraph 3B below, subject to the following:

(i) Items referred to in Paragraph 2A(iii) above shall be substantially complete only after all utility mains and leads, all major structural components of buildings, all building exteriors and all sidewalks, driveways, landscaping and access roads, to the extent such items are designated on the Condominium Subdivision Plan as "must be built", are substantially complete in accordance with the pertinent plans therefor.

(ii) If the estimated cost of substantial completion of any of the items referred to in Paragraphs 2A(iii) and 2A(iv) above cannot be determined by a licensed professional engineer or architect due to the absence of plans, specifications, or other details that are sufficiently complete to enable such a determination to be made, such cost shall be the minimum expenditure specified in the recorded Master Deed or amendment for completion thereof. To the extent that any item referred to in Paragraphs 2A(iii) and 2A(iv) above is specifically depicted on the Condominium Subdivision Plan, an estimate of the cost of substantial completion prepared by a licensed professional engineer or architect shall be required in place of the minimum expenditure specified in the recorded Master Deed or amendment.

B. A structure, element, facility or other improvement shall be deemed to be substantially complete when it can be reasonably employed for its intended use and, for purposes of certification under this section, shall not be required to be constructed, installed, or furnished precisely in accordance with the specifications for the Project. A certificate of substantial completion shall not be deemed to be a certification as to the quality of the items to which it relates.

4. Upon receipt of a certificate issued pursuant to Paragraphs 2A(iii) and 2A(iv) above determining the amounts necessary for substantial completion, the Escrow Agent may release to the Developer all funds in escrow in excess of the amounts determined by the issuer of such certificate to be necessary for substantial completion. In addition, upon receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect confirming substantial completion in accordance with the pertinent plans of an item for which funds have been deposited in escrow, the Escrow Agent shall release to the Developer the amount of such

funds specified by the issuer of the certificate as being attributable to such substantially completed item. However, if the amounts remaining in escrow after such partial release would be insufficient in the opinion of the issuer of such certificate for substantial completion of any remaining incomplete items for which funds have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by the Escrow Agent to the Developer. Notwithstanding a release of escrowed funds that is authorized or required by this Agreement, an Escrow Agent may refuse to release funds from an escrow account if the Escrow Agent, in its judgment, has sufficient cause to believe the certificate confirming substantial completion or determining the amount necessary for substantial completion is fraudulent or without factual basis.

5. Not earlier than 9 months after closing the sale of the first Unit in a phase of a Condominium Project for which escrowed funds have been retained under Paragraph 2A(iii) above or for which security has been provided under Paragraph 2D above, an Escrow Agent, upon the request of the Association or any interested Co-owner, shall notify the Developer of the amount of funds deposited under Paragraph 2A(iii) above or security provided under Paragraph 2D above for such purpose that remains, and of the date determined under this subsection upon which those funds can be released. In the case of a recreational facility or other facility intended for general common use, not earlier than 9 months after the date on which the facility was promised in the Condominium Documents to be completed by the Developer, an Escrow Agent, upon the request of the Association or any interested Co-owner, shall notify the Developer of the amount of funds deposited under Paragraph 2A(iv) above or security provided under Paragraph 2D above for such purpose that remains, and of the date determined under this Paragraph upon which those funds can be released. Three months after receipt of a request pertaining to funds described in Paragraphs 2A(iii) or 2A(iv) above, funds that have not yet been released to the Developer may be released by the Escrow Agent for the purpose of completing incomplete improvements for which the funds were originally retained, or for a purpose specified in a written agreement between the Association and the Developer entered into after the Transitional Control Date. The agreement may specify that issues relating to the use of the funds be submitted to arbitration. The Escrow Agent may release funds in the manner provided in such an Agreement or may initiate an interpleader action and deposit retained funds with a court of competent jurisdiction. In any interpleader action, the circuit court shall be empowered, in its discretion, to appoint a receiver to administer the application of the funds. Any notice or request provided for in this Paragraph shall be in writing.

6. Escrow Agent may require reasonable proof of occurrence of any of the events, actions, or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement to a Purchaser thereunder, or to the Developer.

7. The Escrow Agent in the performance of its duties under this Agreement shall be deemed an independent party not acting as the agent of the Developer, any Purchaser, Co-owner, or other interested party. So long as the Escrow Agent relies upon any certificate, cost estimate, or determination made by a licensed professional engineer or architect, as described in the Act, the Escrow Agent shall have no liability whatever to the Developer or to any Purchaser, Co-owner, or other interested party for any error in such certificate, cost estimate, or determination, or for any act or omission by the Escrow Agent in reliance thereon. The Escrow Agent shall be relieved of all liability upon release, in accordance with this Agreement, of all amounts deposited with it pursuant to the Act.

Upon making delivery of the funds deposited with Escrow Agent pursuant to any of the aforementioned Purchase Agreements and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability under any such Agreement, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreements and in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit reserved or sold under any other Agreement. It is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this escrow. Escrow Agent shall be under no obligation to release any funds until it can

satisfactorily ascertain that the funds deposited have been "paid", "settled" and "fully collected" as such terms are defined under the provisions of MCL 440.4100.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date set forth at the outset hereof.

CITY OF WYANDOTTE,
a Michigan municipal corporation

Minnesota TITLE INSURANCE CO.
Escrow Agent

By: _____

By: Minnesota Title Company, Agent

By: _____

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

Rachel Meussner



Lighthouse Community Development

Judy Doyle-Martin

Judith Doyle-Martin

MSHDA Certified Counselor

Lighthouse Community Development

June 22, 2013

Date

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





PNC Mortgage

THIS CERTIFIES THAT

RACHEL M. MEUSSNER

**Has been Pre-Approved by a Mortgage Loan Officer
For an Conventional Mortgage from PNC Mortgage
Subject to the guidelines below**

Loan Amount \$35,000

20% Down Payment or Down Payment Assistance

Date 06-17-2013

Expiration Date 09-17-2013

I have reviewed the buyer's credit, and it is Very Good. Based on all the income, asset, and other information that was disclosed and provided on a preliminary application, Rachel looks like good candidate to get a mortgage loan.

This certificate to the bearer is subject to verification of the following: full-time employment, income, assets and other financial data provided by the buyer; and subject to a satisfactory property appraisal and underwriter approval. Certificate may be void if buyer's income is reduced, or there are other changes in the buyer's financial circumstances from the date of issuance. Certificate is also subject to the completion of all required application documents after purchase agreement is signed.

LARRY SUAREZ

Larry Suarez, /Mortgage Loan Officer

Phone: 734-281-5034 Fax: 866-932-1639 E-Mail:Lawrence.Suarez@pncmortgage.com

Disclosure Regarding Real Estate Agency Relationships

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

As of Jan. 1, 1994 Michigan law requires real estate licensee's who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of the agency relationship.

A broker or salesperson may function in any of the following capacities:

- represent the seller as an authorized seller's agent or subagent
- represent the buyer as an authorized buyers agent or subagent
- represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer
- represent neither the seller or buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator

SELLER'S AGENTS

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

The duties that a seller's agent and subagent owes to the seller include:

- promoting the best interests of the seller
- fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
- keeping confidential the seller's motivations for selling
- presenting all offers to the seller
- disclosing the identities of all buyers and all information about the willingness of those buyers to complete the sale or to offer a higher price

BUYER'S AGENTS

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

The duties a buyer's agent and subagent owe to the buyer include:

- promoting the best interests of the buyer
- fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase
- keeping confidential the buyer's motivations for buying
- presenting all offers on behalf of the buyer
- disclosing to the buyer all information about the willingness of the seller to complete the sale or to accept a lower price

DUAL AGENTS

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

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

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

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transactional coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property
- providing access to market information
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- presenting a buy and sell agreement and any subsequent counter-offers
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

DESIGNATED AGENCY

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

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status I/we have with the buyer and/or seller below is:

- ☐ Sellers agent ☒ Buyers agent ☐ Dual agent
- ☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check One)

☒ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

☐ Check here if not acting as a designated agent. All affiliated licensee's have the same agency relationship as the licensee named below.

Further, this form was provided to them before disclosure of any confidential information.

Aaron Castle

Licensee

Dated 8/25/2013

ACKNOWLEDGMENT:

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers.

- ☒ Potential Buyer ☐ Potential Seller (check one) Rebecca Brown Date 7/11/13
- ☐ Potential Buyer ☒ Potential Seller (check one) _____ Date _____

THIS IS NOT A CONTRACT



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Main Office:
4111 Ford Street
Lincoln Park, Michigan 48146
Phone: 313-386-8220
Fax: 313-386-4317

Branch Office:
22170 Allen Rd.
Woodhaven, MI 48183
STARS: 866-643-5224
www.goodshepherdcu.org

CENTRAL CORPORATE
CREDIT UNION
SOUTHFIELD, MICHIGAN

74-7680
2724

225801

12 JUL 13

\$975.00

TO THE
ORDER OF MINNESOTA TITLE AGENCY *****
NINE HUNDRED AND SEVENTY FIVE DOLLARS ONLY

⇒⇒⇒⇒⇒ PAY ONLY \$975.00

MINNESOTA TITLE AGENCY

RE: RACHEL MEUSSNER

CERTIFIED CHECK
THIS CHECK VOID AFTER 60 DAYS

[Handwritten Signature]

AUTHORIZED SIGNATURE
VOID OVER \$975.00

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

3

MEETING DATE: August 5, 2013

AGENDA ITEM # _____

ITEM: Appointments to the Board of Examiners of Plumbers and appointment to the Building Code Board of Appeals

PRESENTER: Mayor Joseph Peterson

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: On April 24, 2013, the Michigan Department of Licensing and Regulatory affairs adopted the enclosed Rules regarding membership on construction boards of appeals. As a result, Mark Kowalewski and Claude Marcoux have resigned from the Board of Examiners of Plumbers and Greg Meyring has resigned from the Building Code Board of Appeals. Mayor Peterson is recommending the appointment of Mike Quint and Natalie Rankine to the Board of Examiners of Plumbers and the appointment of David Zanley to the Building Code Board of Appeals.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Adopt a resolution supporting the following appointments:

Board of Examiners of Plumbers

Mike Quint, 13169 Cherry, Southgate MI 48195 Term to expire 11-2013

Natalie Rankine, 504 Emmons, Wyandotte MI 48192 Term to expire 11-2014

Building Code Board of Appeals

David Zanley, 255 Elm Street, Wyandotte MI 48192 Term to expire 4-2015

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: n/a 

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: n/a 

LIST OF ATTACHMENTS: Letter of resignation from Mark Kowalewski, Claude Marcoux and Greg Meyring, a copy of the Michigan Department of Licensing and Regulatory Affairs rules regarding membership on construction board of appeals, and proposed resolution supporting the appointment of Mike Quint and Natalie Rankine to the Board of Examiners of Plumbers and David Zanley to the Building Code Board of Appeals.

RESOLUTION

Wyandotte, Michigan
Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED

That City Council hereby CONCURS in Mayor Joseph Peterson's recommendation relative to the following appointments:

Board of Examiners of Plumbers

Mike Quint, 13169 Cherry, Southgate MI 48195 Term to expire 11-2013

Natalie Rankine, 504 Emmons, Wyandotte MI 48192 Term to expire 11-2014

Building Code Board of Appeals

David Zanley, 255 Elm Street, Wyandotte MI 48192 Term to expire 4-2015

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

June 26, 2013

Mayor Joseph R. Peterson
City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan

Honorable Mayor Peterson:

On April 24, 2013, the Michigan Department of Licensing and Regulatory Affairs adopted the enclosed Rules regarding membership on construction board of appeals. Therefore, the following employees will need to resign their commissions on the following boards:

Mark Kowalewski	Plumbing Board
Claude Marcoux	Plumbing Board
Greg Meyring	Building Board

Please accept this letter as our resignation.

Regretfully submitted,

Gregory Meyring
Inspector/Hearing Officer

Claude Marcoux
Building Inspector

Mark A. Kowalewski
City Engineer

GM:CM:MAK/kr
Enclosure

cc: Plumbing Board
Building Board

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

DIRECTOR'S OFFICE

BUILDING OFFICIALS, PLAN REVIEWERS, AND INSPECTORS

Filed with the Office of the Great Seal on March 25, 2013

These rules take effect April 24, 2013

(By authority conferred on the director of the department of licensing and regulatory affairs by section 5 of 1986 PA 54, and Executive Reorganization Order Nos. 2003-1, 2008-4 and 2011-4, MCL 445.2011, MCL 445.2025, and MCL 445.2030)

R 408.30001, R 408.30007, R 408.30013, R 408.30016, R 408.30019, R 408.30022, R 408.30025, R 408.30028, R 408.30031, R 408.30034, R 408.30037, R 408.30040, R 408.30043, R 408.30046, R 408.30049, R 408.30052, and R 408.30055 of the Michigan Administrative Code are amended, and R 408.30002 is added to the Code as follows:

R 408.30001 Definitions.

Rule 1. (1) As used in these rules:

(a) "Act" means 1986 PA 54, MCL 338.2301 to 338.2313 and known as building officials and inspectors registration act.

(b) "Bureau" means the Michigan department of licensing and regulatory affairs, bureau of construction codes.

(c) "Skilled worker" means any individual that possesses the necessary skills, qualifications, or prescribed level of licensure to engage in the practical installation, maintenance, and repair of specific construction systems and related components.

(2) A term defined in the act has the same meaning when used in these rules.

* R 408.30002 Conflict of interest.

Rule 2. Building officials, plan reviewers, and inspectors shall not serve as a member on a construction board of appeals or contract for work in a governmental subdivision where they provide code enforcement services.

R 408.30007 Enforcement responsibility.

Rule 7. (1) The state construction code commission established in section 3a of Stille-Derossett-Hale single state construction code act, MCL 125.1503a, shall administer and enforce these rules. The commission has the responsibility for evaluating and approving educational and training programs, tests, and instructors.

(2) The commission shall consider recommendations for acceptance of educational and training programs, tests, and instructors submitted by any of the following entities:

(a) The barrier free design board.

(b) The electrical administrative board.

(c) The board of mechanical rules.

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR



COUNCIL

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

July 30, 2013

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

Re: Michelangelo's 152 Elm Street

Dear Mayor Peterson and Councilmembers:

A request was received from Michigan Liquor Control as follows:

(STEP 1) Transfer ownership of Class C License from BONDI INC. into ESCROW to D-M Investments, LLC.

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

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

Sincerely yours,

William R. Griggs

William R. Griggs
City Clerk

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Kechn
CITY ASSESSOR



JOSEPH R. PETERSON
MAYOR

COUNCIL

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

April 16, 2013

Mark A. Kowalewski, City Engineer
Jeffrey Carley, Fire Chief
Daniel J. Grant, Chief of Police
William R. Look Department of Legal Affairs
Robert J. Szczechowski, Deputy City Treasurer
Valerie Hall, Supervisor Municipal Service

Re: 152 ELM (MICHAEL ANGELOS)

Attached you will find a request for a transfer of a liquor license from Michigan Liquor Control as follows:

(STEP 1) Transfer ownership of Class C License from BOND1 INC. into ESCROW to D-M Investments, LLC.

~~XX~~ (STEP 2) OUT OF ESCROW (D-M Investments) transfer to SOUTHTOWN ACQUISITIONS, LLC. ~~XX~~

Cancelled (Step 2) see attached communication from Lansing
Please REVIEW this application as it pertains to your department and SUBMIT a letter to the Clerk's Office ASAP so we can complete this issue.


Maria Johnson
Deputy City Clerk



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY
CHAIRPERSON

STEVE ARWOOD
DIRECTOR

WYANDOTTE CITY CLERK

2013 JUL 29 A 9:37

July 23, 2013

Fred A. Foley—P30729
Ehrlich & Foley PC
33 Bloomfield Hills Pkwy Ste 290
Bloomfield Hills MI 48304

REQUEST ID #676240

Dear Mr. Foley:

This is with reference to a request by Southtown Acquisitions, L.L.C., to transfer ownership of a 2013 Class C licensed business with Sunday Sales permit (PM) from D-M Investments, L.L.C. (Step 2), located at 152 Elm, Wyandotte MI 48192, in Wayne County.

We are herewith canceling this application pursuant to a request from Joseph S. Daly. Our records are being marked accordingly and all concerned parties are being notified.

A refund of licensing fees is being processed separately.

If you have any questions regarding this matter, please contact the Retail Licensing Section at (866) 813-0011 (Toll free), or 517-322-1400.

Very truly yours,

MICHIGAN LIQUOR CONTROL COMMISSION

Sharon Martin

Director, Licensing Division

cec

cc: City of Wyandotte
Bondi, Inc.
D-M Investments, L.L.C.
Southtown Acquisitions, L.L.C.

DMS City of Wyandotte
*** CUSTOMER RECEIPT ***

Batch ID: KKEMPER 7/30/13 01 Receipt no: 117780

Customer	Location	Type	SvcCd	Description	Amount
91131	5944	UP		DMS-UTILITY PAYMENT	\$4853.26

MICHELANGELO'S ITALI
152 ELM

WYANDOTTE, MI 48192

Remaining balance: \$.00

Tender detail

CK Ref#: 6357 \$4853.26

Total tendered: \$4853.26

Total payment: \$4853.26

Trans date: 7/30/13 Time: 16:08:01

**** THANK YOU FOR YOUR PAYMENT ****

PAID
1
JUL 30 2013
CITY OF
WYANDOTTE, MI



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY
CHAIRMAN

STEVE ARWOOD
DIRECTOR

April 10, 2013

City Clerk
Wyandotte City
3131 Biddle St.
Wyandotte, MI 48192

2013 APR 15 A 10:57
WYANDOTTE CITY CLERK

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

Request ID#: 697909 (Step 1)

Transfer ownership of Class C license

FROM: BOMDI INC INTO ESCROW

Name of applicant(s): D-M Investments, L.L.C.

Business address and phone: 152 Elm, Wyandotte, MI 48192, Wayne County

Home address and phone number of partner(s)/subordinates:

Joseph S. Daly, 20484 E. River Road, Grosse Ile, MI 48138; B (734) 282-2180
John L. Daly, 25814 E. River Road, Grosse Ile, MI 48138; B (734) 282-2251
Martin F. Daly, 2315 Winthrop, Trenton, MI 48183; B (734) 282-2560
Thomas J. Daly, 2484 E. River Rd., Grosse Ile, MI 48138; B (734) 675-5020
Joseph S. Daly Family Irrevocable Trust, Martin F. Daly, Trustee, 2315 Winthrop, Trenton, MI 48183; B (734) 282-2560
John L. Daly Family Irrevocable Agreement of Trust, Joseph S. Daly, Trustee, 20484 E. River Rd., Grosse Ile, MI 48138; B (734) 282-2180

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY
CHAIRMAN

STEVE ARWOOD
DIRECTOR

April 10, 2013

City Clerk
Wyandotte City
3131 Biddle St.
Wyandotte, MI 48192

** cancelled per Lansing **

2013 APR 15
10:57
WYANDOTTE CITY CLERK

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

Request ID#: 676240 (Step 2)

Transfer ownership of Class C license

OUT OF ESCROW (IDM-Investment) Transferred to

Name of applicant(s): Southtown Acquisitions, L.L.C.

Business address and phone: 152 Elm, Wyandotte, MI 48192, Wayne County

Home address and phone number of partner(s)/subordinates:

Joseph S. Daly, 20484 E. River Road, Grosse Ile, MI 48138; B (734) 282-2180

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

LOOK, MAKOWSKI AND LOOK
PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW

2241 OAK STREET
WYANDOTTE, MICHIGAN 48192

(734) 285-6500
Fax (734) 285-4160

WILLIAM R. LOOK
STEVEN R. MAKOWSKI

RICHARD W. LOOK
(1921 - 1993)

April 17, 2013

To: Honorable Mayor and City Council

From: Department of Legal Affairs

Re: 152 Elm (Michael Angelos)

Dear Mayor and City Council:

I am in receipt of the communication from the City Clerk concerning the transfer of ownership of a Class C License.

My department is not aware of any legal issues that would prohibit said request.

Respectfully submitted,
Department of Legal Affairs
LOOK, MAKOWSKI and LOOK
Professional Corporation



William R. Look

WRL:mag

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



MAYOR
Joseph R. Peterson

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

April 19, 2013

William R. Griggs, City Clerk
3131 Biddle Avenue
Wyandotte, Michigan 48192

RE: 152 Elm

Dear Mr. Griggs,

The Treasurer's Department has reviewed the tax files for the property located at 152 Elm. According to the files, there are no delinquent personal property taxes due to the City of Wyandotte.

Should you have any questions, or require any additional information, please do not hesitate to contact me.

Sincerely,

Robert J. Szczechowski
Deputy Treasurer/Assistant Finance Director

OFFICIALS

WILLIAM R. GRIGGS
CITY CLERK

ANDREW A. SWIECKI
CITY TREASURER

COLLEEN A. KEEHN
CITY ASSESSOR



MAYOR
JOSEPH R. PETERSON

CITY COUNCIL
TODD M. BROWNING
JAMES R. DESANA
SHERI M. SUTHERBY-FRICKE
DANIEL E. GALESKI
LEONARD T. SABUDA
LAWRENCE S. STEC

April 19, 2013
William R. Griggs, City Clerk
City of Wyandotte
3200 Biddle, Avenue
Wyandotte, Michigan 48192

RE: Class C liquor license for Michael Angelos 152 Elm.

Dear Mr. Griggs,

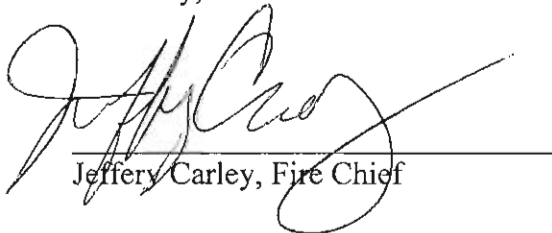
The undersigned has reviewed the request regarding the transfer of Class C Liquor License
(STEP 1) from Bondi Inc. into Escrow to D-M Investments, LLC.

* (STEP 2) out of Escrow (D-M Investments, LLC) transfer to Southtown Acquisitions, LLC *
step 2 cancelled per Lansing.

This department has no objection to the transfers of Class C Liquor License.

If you should have any other questions regarding this matter, please contact me at your convenience.

Sincerely,


Jeffery Carley, Fire Chief

MAYOR
Joseph R. Peterson

CITY CLERK
William R. Griggs

CITY ASSESSOR
Colleen A. Keehn



DANIEL J. GRANT
CHIEF OF POLICE

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

April 17, 2013

William R. Griggs, City Clerk
City of Wyandotte
3131 Biddle Avenue
Wyandotte, MI 48192

Dear Mr. Griggs:

SUBJECT: LCC REQUEST – Michael Angelos, 152 Elm

The Police Department has reviewed the request for a transfer of ownership of a Class C License from BOND INC. into ESCROW to D-M Investments, LLC, and ~~OUT OF ESCROW~~ (D-M Investments) transfer to SOUTHTOWN ACQUISITIONS, LLC., 152 Elm, Wyandotte, Michigan, Wayne County. Concluding a review of the proposed request, the police portion of the request is recommended for approval.

** cancelled per Lansing*

The Police Department's final recommendation to the Liquor Control Commission is subject to the applicant meeting all laws and ordinances as required by the Fire and Engineering Departments, and approval of the Mayor and City Council through Resolution. If the City Council resolution is approved, the "Law Enforcement Recommendation" will be forwarded to the Liquor Control Commission.

If there are any additional questions, please feel free to contact my office.

Sincerely,

Daniel J. Grant
Chief of Police

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

July 30, 2013

Mr. William R. Griggs
City Clerk
City Hall
Wyandotte, Michigan

Dear Mr. Griggs:

In response to the request to transfer of a Class C Licensed at 152 Elm the following applies. The Owners, D-M Company, has placed \$1,000.00 in escrow to insure the repairs as indicated on the attached communications are completed.

Therefore, the undersigned recommends said transfers for 152 Elm, Wyandotte be approved.

Very truly yours,

Mark A. Kowalewski
City Engineer

Attachment

MAK:kr

Commercial Code Inspection for 152 Elm, performed on 05/10/13:

Building Inspection (Claude):

1. Repair rear door paint rust holes repair.
2. Remove deteriorated screening material at rear of building at roof.
3. Repair asphalt patch area of gravel trench.
4. Paint and patch stairway area, stairs and janitor closet, kitchen and basement wall. Note: Mold on walls in basement requires attention.
5. Paint or replace ceiling tiles. Repair loose grill and clean.
6. Clean walls.
7. Repair hole in door to kitchen area and paint.
8. Employees' restroom repair ceiling tiles.
9. Employees' restroom door requires paint.
10. Door to basement paint.
11. Clean and paint handrail to basement.
12. Repair broken stair riser.

Electrical Inspection (Wally):

1. Clean panel in kitchen.
2. Box cover basement east.
3. GFCI outlets in kitchen.
4. Outlet S/E bar GFCI
5. All outlets, lights and switches shall be in working order and have cover plates.
6. Clean panel in kitchen.

Plumbing Inspection (Bob):

1. Water supply to the post mix carbonator requires ASSE 1022 backflow preventer.
2. Water supply to all coffee and drink dispensers require backflow preventer.

Mechanical Inspection (Bob):

1. Have heat exchanger checked for leaks by a licensed contractor and provide a copy of the report to the Department of Building & Engineering.
2. Domestic water heater gas valve to turn off only the water heater.

Fire Inspection (Jeff):

1. See attached letter from Fire Chief.

OFFICIALS

WILLIAM R. GRIGGS
CITY CLERK

ANDREW A. SWIECKI
CITY TREASURER

COLLEEN A. KEEHN
CITY ASSESSOR



MAYOR
JOSEPH R. PETERSON

CITY COUNCIL
TODD M. BROWNING
JAMES R. DESANA
SHERI M. SUTHERBY-FRICKE
DANIEL E. GALESKI
LEONARD T. SABUDA
LAWRENCE S. STEC

**CERTIFICATE OF OCCUPANCY
INSPECTION REPORT**

Date: May 10, 2013

Address: 152 Elm **Business:** A-2

(First Inspection)

1. 703.1 Maintenance of Ceiling tiles
 - a. Ceiling tiles in place/intact in closet near bathrooms
 - i. Code Comment 703.1 Maintenance
 - ii. Once a building is occupied, its components parts are often damaged, altered or penetrated for installation of new piping, wiring and the like. This section requires an annual visual inspection by the building owner of non-concealed element be repaired in a manner that restores the original required performance characteristics.
2. 906.6 Portable fire extinguisher Unobstructed and un-obscured.
 - a. K-Class extinguisher
 - i. Portable fire extinguisher shall not be obstructed or obscured from view.
 - ii. Remove obstruction from in front of K-Class extinguisher in kitchen
3. 605.6 Unapproved conditions.
 - a. Cover plates in place, switches and outlets to Basement off Kitchen
 - i. Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.
4. 605.3 Working space and clearance.
 - a. Clearance in basement electrical panel
 - b. A working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height shall be provided in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches, the working space shall not be less than the width of the equipment. No storage of any materials shall be located with the designated working space.
5. 305.1 Clearance from ignition sources
 - a. Clearance around Hot Water Heater in basement
 - b. Clearance between ignition source, such as luminaries, heaters, flame-producing devices and combustible materials, shall be maintained in an approved manner (36 inches).


Jeffery Carley, Fire Chief

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

5

MEETING DATE: August 5, 2013

AGENDA ITEM #

ITEM: Sales Agreements for NSP2 Home 821 Ash

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 7-30-13

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Received NSP2 Funds to construct new single family homes. Council approved listing prices of this home on December 10, 2012. The property was placed in the MLS and the Lottery Drawing was held on January 2, 2013. The City received one (1) offer.

The following offer has been received:

821 Ash – Nancy and Joseph Lukawski, 4179 Agnes, Lincoln Park, Michigan 48146 in the amount of \$135,000. Mrs. And Mr. Lukawski are 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$36,000 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for ten (10) years this lien will not have to be repaid. The final mortgage is in the amount of \$99,000.00.

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

ACTION REQUESTED: Approval sale agreement between Nancy and Joseph Lukawski and the City.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute Sales Agreements and closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *OK JP*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

OK JP

LIST OF ATTACHMENTS: Sale Agreement

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

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: August 5, 2013

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that Council concurs with the recommendation of the City Engineer regarding the sale of the NSP2 home at 821 Ash; AND

BE IT RESOLVED that Council hereby accepts the offer for 821 Ash from Nancy and Joseph Lukawski, Lincoln Park, Michigan in the amount of \$135,000.00. Mr. and Mrs. Lukawski are 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy approval of \$36,000.00 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for ten (10) years this lien will not have to be repaid. The final mortgage amount is in the amount of \$99,000.00; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

LOTTERY FORM TO ACQUIRE NSP2 HOME

Date: 12/30/12

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

RE: File No. 4608

DUE DATE: Wednesday, January 2, 2013

136 Mulberry, 140 Mulberry, ☒ 821 Ash, 2320 8th Street, 2456 8th Street
(Please place an "X" next to the home you are submitting a Purchase Agreement on)

In order of preference: 1st 821 Ash 2nd 2320 8th 3rd 2456 8th
4th _____ 5th _____

THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:

- ☒ NSP2 SINGLE – FAMILY SALES PROGRAM GUIDELINES: has read and understands policy.
- ☒ INSPECTION: Familiarity with the present condition of premises based on recent inspection.
- ☒ COMPREHENSION: Understanding that Purchase Agreement is subject to the Wyandotte City Council approval prior to closing
- ☒ PURCHASE PRICE: one hundred and thirty five Thousand Dollars
(\$ 135,000.00)
- ☒ DEPOSIT: One Percent (1%) of above amount enclosed. Check No. 114111
Make check payable to the Minnesota Title Agency
- ☒ Enclosed Purchase Agreement
- ☒ Enclosed Housing counseling Certificate ☐ 50% or Below of Area Median Income
- ☒ Enclosed Pre-Qualified Mortgage Letter ☒ 120% or Below of Area Median Income
- ☐ Written approval from MSHDA if Homebuyer Assistance exceeds \$30,000.00
- ☒ If Submitting for 821 Ash, the MSHDA Verification of Disability and/or Special Medical Needs must be filled out by the applicant, signed by a licensed health care provider and attached to this form.

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

SIGNATURE: Joseph Lukawski Nancy F Lukawski

NAME: Joseph Lukawski Nancy F. Lukawski

ADDRESS: 4179 4th Street Lincoln Park, MI 48146
Please print

Phone: 313 769 6617
Please print

CITY OF WYANDOTTE

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

**OFFER TO PURCHASE REAL ESTATE**

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the { City of
Wyandotte, Wayne County, Michigan, described as follows:
LOT E12.50' LOT 88 ALSO LOT 89 & 90 BISHOPS SUB L25P53WCR 57014010088002 and being known as 821 ASH
 Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods,
 storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit, ALL APPLIANCES if any, now
 on the premises, and to pay therefore the sum of ONE HUNDRED THIRTY FIVE THOUSAND (\$135,000.00) Dollars, subject
 to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY:

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

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check. _____
Cash Sale with New Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a <u>FHA</u> mortgage in the amount of \$ <u>99,000.00</u> , and pay ONE PERCENT (1%) down including mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A. Purchaser understands that this Offer to Purchase is being submitted contingent upon Purchaser meeting the following requirements in each category listed below as established by the City of Wyandotte Neighborhood Stabilization Program (NSP): (1) Minimum Percentage of Down Payment: 1% (2) Minimum Credit Score: 640 (3) Employment Status: Employed or being able to show a reliable income source (4) Minimum Debt-Income Ratio: 40%
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser, at Purchaser's cost, as soon as possible Policy of Title Insurance in an amount not less than the purchase price as determined by Purchaser, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement and tax history certified to a date later than the acceptance thereof.
Time of Closing	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage.
Purchaser's Default	4. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Seller's Default	5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.

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

<i>Taxes and Prorated Items</i>	8. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>Due Date</u> basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
<i>Acceptance</i>	9. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. The Seller is hereby authorized to accept this offer and the deposit of <u>ONE THOUSAND THREE HUNDRED FIFTY (\$1,350.00)</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated. Said check shall be made payable to: MINNESOTA TITLE INSURANCE AGENCY.

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

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered in the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ 135,000.00 which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

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

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

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

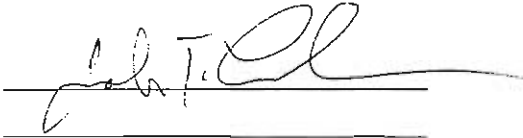
13. The closing of this sale shall take place at the office of the City Engineer, 3131 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

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

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

Witness:

Dated: _____, 2012

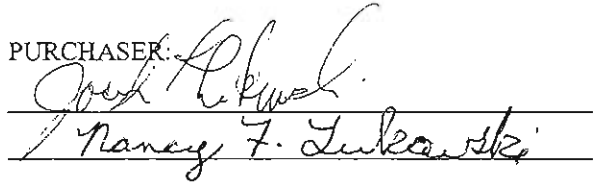


Dated: __12/30__, 2012

SELLER: City of Wyandotte

By: _____
Its: _____
By: _____
Its: _____

PURCHASER:


Nancy F. Lukowski

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 _____

Purchaser L. S

ADDENDUM TO PURCHASE AGREEMENT
FOR PROPERTY KNOWN AS 821 ASH_____
Wyandotte, Michigan

12-17-12 15. The Purchaser acknowledges that The City of Wyandotte (Seller) has provided the Purchaser a "Fair Housing and Equal Opportunity for All" pamphlet issued by the U.S. Department of Housing and Urban Development (HUD).

12-17-12 16. The Purchaser does hereby grant permission to the City of Wyandotte to use his/her photo and name in any lawful publication for the promotion of the City's Neighborhood Stabilization Program or any other approved City programs by signing photo release labeled Attachment A."

12-17-12 17. Household includes all persons residing at the current residence or persons living at the current residence during the past twelve (12) months. Purchaser acknowledges that the number of household members or income has not changed since his/her submission of NSP2 application.

12-17-12 18. Any proposal submissions exceeding one (1) per household will be disqualified. Purchaser acknowledges that they will have not submitted any other proposals for the same NSP2 home.

12-17-12 19. Purchaser will be responsible for title premium and recording fees, which will be deducted at time of closing.

12-17-12 20. This Agreement is contingent upon the approval of the Wyandotte City Council and Michigan State Housing Development Authority (MSHDA) approval including if required, a mortgage buy down exceeding Thirty Thousand (\$30,000.00) Dollars.

12-17-12 21. Purchaser will cooperate with the seller to provide seller access to Purchaser's monthly utility bills for the next five (5) years.

12-17-12 22. Purchaser will be required to sign a Homebuyer Certification and Program Agreement at time of closing.

12-17-12 23. At closing, the City of Wyandotte will assign to the Purchaser all warranties it has received from the Contractor. It is understood that the term of the warranties began at the agreed upon "Substantial Completion Date." Therefore, the term of such warranties will be less than one(1) year.

PURCHASER:

[Signature]
Nancy F. Lukowski

[Signature]
Dated: 12/30/2012

SELLER: The City of Wyandotte

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. MoneyGram image visible on the other side when held at an angle or rubbed with coin.

MoneyGram
Money Orders

INTERNATIONAL MONEY ORDER 75-1618 919

To Validate: Touch the stop sign, then watch it fade and reappear

MONEY ORDER NUMBER R105352661117

CALL 1-800-542-3590 TO VERIFY

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: Minnesota Title

IMPORTANT - SEE BACK BEFORE CASHING

Nancy J. Lukowski MP

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

PURCHASER BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS / DIRECCION: 4179 Agnes L.P. 48176

Payable Through Citizens Alliance Bank, Clara City, MN

ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

PAY EXACTLY

⑈091916187⑈1053 52661117⑈ 90

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. MoneyGram image visible on the other side when held at an angle or rubbed with coin.

MoneyGram
Money Orders

INTERNATIONAL MONEY ORDER 75-1618 919

To Validate: Touch the stop sign, then watch it fade and reappear

MONEY ORDER NUMBER R105352661095

CALL 1-800-542-3590 TO VERIFY

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: Minnesota Title

IMPORTANT - SEE BACK BEFORE CASHING

Nancy J. Lukowski MP

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

PURCHASER BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS / DIRECCION: 4179 Agnes L.P. 48176

Payable Through Citizens Alliance Bank, Clara City, MN

ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

PAY EXACTLY

⑈091916187⑈1053 52661095⑈ 90

VERIFICATION OF DISABILITY AND/OR SPECIAL MEDICAL NEEDS

Issued under P.A. 346 of 1988, as amended, and Section 8 of the U.S. Housing Act of 1937.

Licensed Health Care Provider:

Sambamurthy Kalahasty, MD
DOWNRIVER INTERNISTS, P.C.
7445 ALLEN ROAD
SUITE 210
ALLEN PARK MI 48101

Section A - To Be Completed by Head of Household and Client/Patient

PLEASE COMPLETE SECTION A ONLY AND RETURN TO ADDRESS ON BACK to be forwarded to your Licensed Health Care Provider.

Head of Household Name Joseph L Lukowski	Address P.O. Box 1405	City Livonia Park
Client/Patient Name Anthony P Lukowski	Social Security Number [REDACTED]	Telephone Number [REDACTED]

You are authorized to release information concerning my disability and/or special medical needs to the Michigan State Housing Development Authority.

☒ Client/Patient Signature **Joseph L Lukowski** Date **11/7/12**

STOP HERE Please complete Section A and return to address on back.

Section B - VERIFICATION OF SPECIAL MEDICAL NEEDS (To be completed by Licensed Health Care Provider)

Per authorization in Section A, please provide the information requested so we can quickly determine the client/patient's special medical needs.

Please complete and return as soon as possible or within 14 days.

If the household is a couple, are separate sleeping rooms required? ☐ No ☒ Yes - explain below

Are separate sleeping rooms required on a permanent basis? ☐ No ☒ Yes - explain below

Does this client/patient require a part-time aide? ☐ No ☒ Yes - explain below

Does this client/patient require a part-time aide on a permanent basis? ☐ No ☒ Yes - explain below

Does this client/patient require a live-in aide? ☐ No ☒ Yes - explain below

Is a live-in aide required on a permanent basis? ☐ No ☒ Yes - explain below

Does this person require other specific accommodations not identified? ☐ No ☒ Yes - explain below

Is this client/patient pregnant? ☒ No ☐ Yes - expected delivery date: / /

Give diagnosis, prognosis and explain:

Dx- Cerebral Palsy, rigid muscles, wheelchair bound

As a duly licensed Health Care Provider, I certify the information given is correct.

Sambamurthy Kalahasty, MD **Physician** **(313) 382-0505**
Type or Print Name Title Telephone Number

7445 Allen Rd, #210, Allen Park, MI 48101 **(313) 382-1584**
Address Street/ City/ State/ ZIP Code Fax Number

S Kalahasty, M.D. **11-7-12**
Signature Date Signed

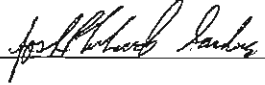
Client/Patient Name Anthony Lukowski	Head of Household Name Joseph Lukowski	Address P.O. Box 1402 Lincoln Park, MI
--	--	--

Section C - VERIFICATION OF DISABILITY (To be completed by Licensed Health Care Provider)

Per authorization in Section A, please provide the information requested so we can quickly determine the client/patient's disability status.

Federal law gives special consideration to a person or family of a person who is disabled in order to be eligible to receive federally-aided housing. To qualify for such special consideration, at least one of the heads of the household must:

- a) be unable to engage in any substantial gainful activity by reason of any medically determined physical or mental impairment which can be expected to last for a continuous period of **not less than 12 months**; or
- b) in the case of an individual who is 55 years of age and is blind, be unable by reason of blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time; or
- c) be a disabled person which is defined as a person having a physical or mental impairment which:
 - 1) is expected to be of a continuous and indefinite duration, and
 - 2) substantially impedes the ability to live independently, and
 - 3) is of such a nature that such ability could be improved by more suitable housing conditions; or
- d) be developmentally disabled which means a severe, chronic disability of a person which:
 - 1) is attributable to a mental or physical impairment or combination of mental and physical impairments; and
 - 2) is manifested before the person is twenty-two; and
 - 3) is likely to continue indefinitely; and
 - 4) results in substantial functional limitation in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency, and reflects the person's need for a combination and sequence of special inter-disciplinary, or generic care, treatment, or other services which are life-long or of extended duration and are individually planned and coordinated.

In my opinion, ☒ **Anthony Lukowski**  Client/Patient Name

☒ is ☐ is not disabled as defined above for a continuous period of not less than 12 months. An explanation of the disability is:

Cerebral Palsy

☒ This client/patient is disabled as defined above **permanently**.

As a duly licensed Health Care Provider, I certify the information given is correct.

<u>Sambamurthy Kalahasty, MD</u> Type or Print Name	<u>Physician</u> Title	<u>(313) 382-0505</u> Telephone Number
<u>7445 Allen Rd., #210</u> Street Address	<u>Allen Park</u> City	<u>MI 48101</u> State ZIP Code
<u>S. Kalahasty, MD</u> Signature		<u>11-7-12</u> Date Signed

Please return the completed form to:

**MSHDA HOMEOWNERSHIP
TRAINING SEMINAR – Eight Hour Seminar**
Certificate of Completion
Joseph & Nancy Lukawski



A handwritten signature in black ink, appearing to read "David Everett", is written over a horizontal line.

David Everett
MSHDA Certified Counselor – Lighthouse Community Development

July 30, 2012
Date

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



MORTGAGE LOAN PRE-QUALIFICATION



JPMorgan Chase Bank, N.A.
1111 Polaris Parkway
Columbus, OH 43240

Reference # : 7138280
Property
Address : WYANDOTTE, MI 48192
Date : 07/23/2012

JOSEPH LUKAWSKI
561 S GREYFRIAR ST
DETROIT, MI 48217-1405

CONGRATULATIONS! HERE IS YOUR CHASE MORTGAGE PRE-QUALIFICATION. The first step to getting your new mortgage.

Dear JOSEPH LUKAWSKI, Nancy Lukawski

Thank you for discussing a new Chase mortgage with me. I am committed to making your home financing experience simple and stress-free from start to finish.

The personalized *Pre-qualification** shown below gives you an estimated rate, potential payment amount, and your maximum purchasing power based on information you have provided. It also shows the type of mortgage you've selected (e.g., fixed rate or adjustable). **After you review the information, please call me at 734-246-2249 and we can review financing options that are best for you.**

Purchase Price / Estimated Value*:	\$106,240	Loan Amount*:	\$102,694
Property Type*:	1 Family	Occupancy Type*:	Primary Residence
Credit Report Ordered*:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Pre-Qualified Mortgage Type*	Interest Rate*	Points*	Mortgage Payment*	Payment With Taxes, Insurance and Mortgage Insurance*	2 nd Mortgage Payment*
110 - FHA/VA 30, 25, 20 YR Fixed	3.375%	-0.250%	\$454.01	\$864.94	\$0.00

This pre-qualification is based on an automated underwriting review of the limited and unverified information you supplied, which may include information from a credit report if you authorized Chase to order one. This is not a credit decision, loan approval or commitment. To obtain a loan, you must complete an application, which will be processed and fully reviewed.

Attachment "A"

Photo Release Form

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

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

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

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

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

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

X Joseph Lukowski 8-10-2012
(Applicant's Signature) (Date)
Joseph Lukowski
(Printed Name) (Date)

X Nancy F. Lukowski 8-10-12
(Co-Applicant's Signature) (Date)
Nancy F. Lukowski
(Printed Name) (Date)

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

(Parent/Guardian's Signature) (Date)

(Parent/Guardian's Printed Name)



DUAL AGENCY DISCLOSURE AND AGREEMENT

The undersigned Seller and Buyer acknowledge that DOWNRIVER REAL ESTATE GROUP (office), through its Sales Agent(s) JERALD MILLER and _____ is undertaking a Dual representation for the sale of the property located at 821 Ash, WYANDOTTE, MI 48192. Seller and Buyer acknowledge they were informed of the necessity of this type of representation due to the unique circumstances of this transaction. Prior to signing this contract they are hereby requested to read the following:

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

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

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

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

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

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

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

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

SELLER _____ DATE _____
JOSEPH R. PETERSON, MAYOR

BUYER _____ 12/30/2012
JOSEPH LUKAWSKI DATE

SELLER _____ DATE _____
WILLIAM R. GRIGGS, CITY CLERK

BUYER _____ DATE _____

Rev. 06/02

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

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

NSP



Disclosure Regarding Real Estate Agency Relationships

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

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

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

SELLER'S AGENTS

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

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

BUYER'S AGENTS

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

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

DUAL AGENTS

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

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

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

TRANSACTION COORDINATOR

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

DESIGNATED AGENCY

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

LICENSEE DISCLOSURE (Check one)

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

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

AFFILIATED LICENSEE DISCLOSURE (Check one)

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

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

Licensee **JERALD MILLER**

August 10, 2012
Date

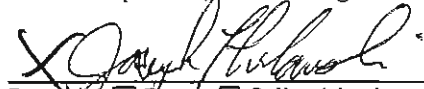
Licensee

Date

ACKNOWLEDGMENT

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

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


Potential ☒ Buyer ☐ Seller (check one)
JOSEPH LUKAWSKI

August 10, 2012
Date

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

Date

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 5, 2013

AGENDA ITEM # 6

ITEM: Wayne County Sponsored Household Hazardous Waste Collection

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 7-29-13

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Wayne County sponsors a Household Hazardous Waste Collection Day four (4) times a year. They will be holding one on Saturday, August 24, 2013, at Westland Shopping Center, enter off Nankin Blvd., From Central City Pkwy., (lot behind JC Penney Store) from 8:00 a.m. to 2:00 p.m. This collection is opened to Wayne County Residents Only. There is no fee to participate. Attached is a list of what is acceptable items.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Concur in participation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Post notice of Household Hazardous Waste Collection on City's website and cable.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *AKTD*

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: *[Signature]*

LIST OF ATTACHMENTS: Household Hazardous Waste Collection Notice

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: August 5, 2013

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Mayor and City Council that Council receives the communication from the City Engineer regarding the Household Hazardous Waste Collection; AND

BE IT FURTHER RESOLVED that said notice is posted to the City's website and on information cable channel.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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



Robert A. Ficano
County Executive

Wayne County

Household Hazardous Waste Collection

Sponsored by:

Wayne County Department of Public Services
(734) 326-3936

Saturday, August 24, 2013—8 a.m. to 2 p.m.

Westland Shopping Center

Enter off Nankin Blvd. from Central City Pkwy.
(Lot behind JCP Store)



Examples of Acceptable Items

- Household paints, stains, dyes
- Floor wax, floor care products, carpet cleaner
- Furniture polish, bathroom cleaners, stain removers, solvents
- Pharmaceutical Waste (**NON-CONTROLLED SUBSTANCES ONLY**)
- Nail polish, glue
- Fertilizer, lawn and garden chemicals, pesticides
- Antifreeze, motor oil, gasoline
- Automotive batteries and dry cell batteries, fluorescent bulbs (all types)
- Fire extinguishers, smoke detectors
- Mercury thermometers, thermostats and elemental mercury
- **NOTE: Bring a mercury thermometer and receive a safe digital Thermometer in exchange!**



Electronics Recycling

- Computer CPU's, monitors, printers, scanners, keyboards, mice
- Cell phones, fax machines, copiers, and televisions

★ **Only household generated products from Wayne County** ★
★ **residents will be accepted.** ★
★

★ **Items that will NOT be accepted include:** Commercial waste, Industrial waste,
★ radioactive material, explosives, ammunition, 55 gallon drums, shock sensitive materials,
★ household trash, refrigerators, microwaves or other appliances, tires, yard waste, & concrete.
★ For information on how to dispose of these items, please contact the Wayne County
★ Resource Recovery Coordinator at 734-326-3936.
★ *****

Residential: \$200.00
 Commercial: \$300.00
 Plan Development \$1,000.00

CITY OF WYANDOTTE
 3200 Biddle Avenue
 Wyandotte, Michigan 48192
 734.324.4551

APPLICATION FOR REZONING

INSTRUCTIONS TO APPLICANT: Application must be submitted to the Department of Engineering and Building on Monday before 5:00 p.m. to be placed on the next Council Agenda. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, requested zoning and a review of the site plan if required.

The Honorable Mayor and City Council:

I (We), the undersigned, hereby petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested, and in support of this application, the following facts are shown:

The property sought to be rezoned is located at ¹⁷⁹⁴~~1788-1800~~ OAK ST. between ^{20th}~~20th~~ STREET and ^{17th}~~17th~~ on the ^{NORTH}~~N-S-E-W~~ side of the street, and is known as lot(s) number 25+216 of BAILEY PARK Subdivision, Lot Size ± 112' x 60'

The property is owned by:

Name BRENT MIKULSKI Street Address 48792 FIFTH AVE
 City CANTON State MI Zip 48188
 Phone # 313-770-3028 or 734-394-1902

PRESENT ZONING: RM-1A REQUESTED ZONING: B-1

It is proposed that the property will be put to the following use: MEDICAL/DOCTORS OFFICE

REQUIRED FOR P-1 or RM-1A

Attached hereto are three (3) prints of a site plan showing the lot(s) or parcel(s) under petition, and the intended layout. These prints are made a part of this petition and are drawn to scale.

OPTIONAL

I (We) attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such change will not be detrimental to the public welfare, or to the property of other persons located in the vicinity thereof.

Signature of Applicant: [Signature] Address: 1788-94 OAK, WYANDOTTE
48792 FIFTH AVE, CANTON, MI 48188

 OFFICE USE ONLY

Receipt # 46396 Date: 7-31-13

Engineer's Signature [Signature]

R to P

Rezoning 1788-94 to B-1

The request to rezone 1788-94 to B-1 from its current designation of RM-1 is based on current zonings of surrounding buildings in the area. B-1 will provide a better fit to the surrounding community.

Proposed tenants for the rezoned building will potentially include medical office use, similar to nearby uses.

The inclusion of the 3 apartment units on the second floor would remain unchanged.

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



MAYOR
Joseph R. Peterson

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

PLANNING COMMISSION

July 22, 2013

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

Dear Mayor Peterson and City Council Members:

At a regular meeting of the Planning Commission held on July 18, 2013, the Commission held the required public hearing regarding amendments to the City of Wyandotte Zoning Ordinance to consider changes to Article XXIII- Design Review, Section 2300.B.2. Membership. This proposed change will allow the City to appoint a resident at large to the Design Review Committee.

A Motion was made by Commissioner Pasko, supported by Commissioner Booms to recommend approval of said changes as presented to the Commission at said public hearing.

Very truly yours,

Elizabeth A. Krimmel

Elizabeth A. Krimmel, Chairperson
Planning Commission

EAK:kr

Reviewed by Todd A. Drysdale, City Administrator

Attachment

cc: Mark A. Kowalewski, City Engineer

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER PASKO, supported by Commissioner Duran to:

Pay Beckett & Raeder for Planning Consultant fee for July in the amount of \$700.00
Hours for Secretarial Services: 06/01/13 – 6/26/13 9 Total Hours

YES: Adamczyk, Benson, Booms, Duran, Krimmel, Pasko, Tavernier

NO: None

ABSENT: Lupo, Parker

MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER DURAN, supported by Commissioner Booms to adjourn the meeting at 7:00 p.m.

PUBLIC HEARING - Request from the City of Wyandotte to consider changes to the City of Wyandotte's Zoning Ordinance Article XXII

Chairperson Krimmel opened the Public Hearing and asked if there was anyone present who wished to speak about this public hearing.

Chairperson Krimmel read the proposed change to the Ordinance.

Chairperson Krimmel stated that this was a good idea to have a resident on this Committee.

Chairperson Krimmel asked again if there was anyone else present who wished to speak about this public hearing.

There being no more questions, the public hearing was closed.

No communications were received regarding this hearing.

PUBLIC HEARING – To hear comments on the recommended changes to the Master Plan Future Land Use Map of the City of Wyandotte. The purpose of the Master Plan Map is to guide future planning and development activities for the City of Wyandotte. The Master Plan serves as the basis for the City's planning and zoning activities.

Chairperson Krimmel opened the Public Hearing and asked if there was anyone present who wished to speak about this public hearing.

Chairperson Krimmel read a letter received from the City Engineer. The letter indicated that the area between Biddle to 2nd Street Ford Avenue to Spruce should be master planned as a Planned Development (PD) District.

The Commission agreed with the recommendation of the City Engineer.

Mr. Leman explained the changes to the map. Mr. Leman indicated that there are about 12 areas with suggested changes, and that these are changes to the Master Plan Future Land Use Map only and not zoning changes. Mr. Leman indicated that the areas changed are:

Fort Street – Orange to Grove to PD District

Eureka at Ford Street to General Business

Eureka north to Maple to PD District

HEARING

PROPOSED RESOLUTION

RESOLVED BY THE CITY COUNCIL that a hearing was held on 5th of August 2013, where all parties were given an opportunity to show cause, if any they had, why the structure at 96 Perry Place, Wyandotte should not be demolished, removed or otherwise made safe, and

BE IT FURTHER RESOLVED that the Council considered the property maintenance letter dated January 9, 2013 and inspection report dated September 11, 2012 and reinspected on January 8, 2013, January 9, 2013 and May 28, 2013, and show cause hearing minutes of May 29, 2013, recommendation of the Hearing Officer and the City Engineer's Office and all other facts and considerations were brought to their attention at said hearing; AND

BE IT RESOLVED that the City Council hereby directs that said property located at 96 Perry Place, Wyandotte should be demolished, and that the costs be assessed against the property in question as a lien. Be it further resolved that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within TWENTY (21) days of the date of this resolution if they so desire; AND

BE IT RESOLVED if the structure is not demolished within 60 days, then the City will proceed with demolition of said structure and assess the cost of same against said property.

HEARING

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that a hearing was held on August 5, 2013, where all parties were given an opportunity to show cause, if any they had, why the dwelling and garage at 826 Goddard, Wyandotte should not be demolished, removed or otherwise made safe; AND

BE IT FURTHER RESOLVED that the Council considered the communication dated February 25, 2013, and show cause hearings minutes dated March 20, 2013, held with the Hearing Officer and the City Engineer's Office which are made part of this hearing and all other facts and considerations were brought to their attention at said hearing;

NOW THEREFORE BE IT RESOLVED that the City Council hereby directs that said dwelling and garage located at 826 Goddard, Wyandotte should be DEMOLISHED, and that the costs be assessed against the property in question as a lien; AND

Be it further resolved that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within TWENTY (21) days of the date of this resolution if they so desire; AND

BE IT RESOLVED if the structure is not demolished within 60 days, then the City will proceed with demolition of said structure and assess the cost of same against said property.

First Reading

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING
ARTICLE XXIII – DESIGN REVIEW SECTION 2300 B.2 MEMBERSHIP

CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment.

The following Section of the City of Wyandotte Zoning Ordinance entitled Article XXIII – Design Review Section 2300 B.2 Membership shall be amended to read as follows:

Section 2300 B. 2 Membership

The Design Review Committee shall consist of not less than five (5) members all of whom shall be residents of the City of Wyandotte. The committee shall consist of one (1) member from each of the following commissions or departments:

- Planning Commission – A PC member as appointed by the Chair and approved by the PC.
- Cultural and Historical Commission – The President of the Commission or her/his designee.
- Downtown Development Authority – A DDA member as appointed by the Chair and approved by the DDA.
- Engineering and Building Department – the City Engineer or his designee.
- Resident at Large

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance shall take effect along with the notice of adoption in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption and shall take effect fifteen (15) days after its adoption or seven (7) days after publication, whichever is later. The notice of adoption shall include the text of the amendment, the effective date of the Ordinance and the place and time where a copy of the Ordinance may be purchased and inspected.

On the question, “SHALL THIS ORDINANCE NOW PASS?” the following vote was recorded.

YEAS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

NAYS

ABSENT _____

I hereby approve the adoption of the foregoing Ordinance this _____ day of _____, 20____.

CERTIFICATION

We, the undersigned, Joseph R. Peterson and William R. Griggs, respectively, the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the City Council of the City of Wyandotte, at a regular session on Monday, _____ day of _____, 20____.

William R. Griggs, City Clerk

Joseph R. Peterson, Mayor

NOTICE OF ADOPTION

The City of Wyandotte Zoning Ordinance has been amended as follows:

The effective date of this Ordinance is _____. A copy of this Ordinance may be purchased or inspection at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Reports

+

minutes



Wyandotte, Michigan July 29, 2013

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

ROLL CALL

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

Absent: Councilperson Stec

UNFINISHED BUSINESS:

RESOLVED BY THE CITY COUNCIL THAT the recommendation to allow the Wyandotte Jaycees to utilize the city-owned property at 3131 Biddle Avenue, Wyandotte as the 2013 Jaycees Haunted House IS HEREBY HELD IN ABEYANCE FOR ONE (1) WEEK. (July 29, 2013).

COMMUNICATIONS MISCELLANEOUS

From: Brian_Reed@usc.salvationarmy.org [mailto:Brian_Reed@usc.salvationarmy.org]

Sent: Tuesday, July 23, 2013 11:34 AM

To: mayor@wyan.org

Subject: Request to use Exchange Park

Mayor Joseph Peterson and Council Members

The Salvation Army in Wyandotte would like to host what we call a Rally Day on Sunday, September 8. What Rally Day is a time where we rally in the "troops" to promote the different programs/ministries that we offer your community and the surrounding communities that we are responsible to serve. What we would like to do is have use of the Exchange Park that is behind our Corps Building. We would have a couple of inflatables, bouncing house and obstacle course to have for kids to enjoy. We would run an electric cord from our garage to provide electricity for the inflatables. The south side (where the entrance from our parking lot is located) we would have different carnival game stations set up in the grass area. Then we plan to have our Salvation Army Canteen set up to serve hot dogs, chips and lemonade that will be in our parking lot itself having access from the south entrance of the park.

Let me know if this will be a possibility to have us host something like this in Exchange Park. Also, let me know if there is anything else that I need to do in order for us to have access to this.

Blessings!

Brian L. Reed, Captain
Corps Officer at Downriver Corps, Eastern Michigan Division

July 24, 2013

To Mayor Joe Peterson & Members of City Council:

My name is Vanessa Navarre, and I am the owner of Boston Tea Room, 121 Elm Street, here in Wyandotte. The business has been here for 32 years, and has been family owned and operated that entire time. In 2011 we expanded to 115 Elm, and offer Yoga classes in that space.

It is our wish to expand even further... out into the community. Specifically, we would like permission to conduct some yoga classes in Bishop Park, on predetermined days and times. Thursday mornings from 6 am-7 am and Saturday mornings, from 7:00-8:30am is what we're hoping for.

It is my desire as a business owner, but equally as important as a resident of this community, to bring the benefits of yoga to as many people as I can. Yoga is available to all people, regardless of their limitations, and can significantly improve a person's quality of life. I believe bringing this activity to the public in this way, by conducting classes at the water's edge, will increase awareness and interest. And it also benefits the city. not only is the practice of yoga is beautiful to watch, but those who see us can observe, join in, ask questions, learn about how yoga can help them too. And the more of us doing and sharing yoga, the better we feel. Better wellness for the members of our community is what it's all about.

I would like to begin classes as soon as I have permission from the Mayor and the Council: hopefully beginning in August. There would always be at least one RYT certified yoga teacher, and a group of between 5-10 students at the outset. We hope to grow to 20-30 students by the fall. Classes would continue until the end of October, weather permitting. There will be no loud music, and we will take with us anything we brought: yoga mats and bags, water bottles, etc. We will even pick up trash on our way out of the park! (Well, I will anyway.)

Thank you in advance for your consideration in this matter.

Sincerely,
Vanessa Navarre, Owner/Boston Tea Room, Wyandotte Resident

PERSONS IN THE AUDIENCE

Tony Laginess, 2464 – 18th, regarding breaking and enterings last week in the City, requested help from Mayor and Council, make people aware.

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: July 29, 2013

AGENDA ITEM #3

ITEM: Sale of the former 2298 Cora (30' x 104.5')

PRESENTER: Mark A. Kowalewski, City Engineer

BACKGROUND: This property was purchased with TIFA Funds. Recommendation is to sell all the property to the adjacent property owner Nancy C. Blackson, who is the owner of 2304 Cora. The sales price of this property is \$1,500.00 which is \$50 per front footage. The additional property will make Ms. Blackson's lot size 60' x 104.5'.

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 owner.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: okjrp

LIST OF ATTACHMENTS: Sales Agreement and property map.

July 23, 2013

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

Dear Mayor Peterson and City Council Members:

In order to comply with the State Planning Act (Act 33 of 2008 as amended), The Planning Commission held the Public Hearing to hear comments on the changes to the Master Plan Future Land Use Map for the City of Wyandotte. The Commission did receive a comment from the City Engineer, which is attached. I have also attached the adopted Resolution.

The Commission would like your concurrence in the adoption of the changes to the Master Plan Future Land Use Map of the City of Wyandotte.

Sincerely,
Elizabeth A. Krimmel, Chairperson, Planning Commission

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: July 29, 2013

AGENDA ITEM #5

ITEM: Amendment to Purchase Agreement for the Former 1062-1088 Walnut

PRESENTER: Mark A. Kowalewski, City Engineer

BACKGROUND: This Purchase Agreement was approved by City Council on March 19, 2013. The Cole's are purchasing the property for the construction of a single family dwelling. The Cole's are requesting additional time to secure the required Building Permit from 120 days to 150 days and undertaking development from six (6) months to eight (8) months. All other terms and conditions shall remain in full force and effect.

STRATEGIC PLAN/GOALS: Provide the finest services and quality of life to it 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 concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute First Amendment to Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Approved 07/19/2013

MAYOR'S RECOMMENDATION: jrp

LIST OF ATTACHMENTS: First Amendment to Purchase Agreement

LATE ITEMS

July 26, 2013

Dear Mr. Mayor and distinguished City Council of Wyandotte,

The Downriver Community Band would like to cordially invite you all to a concert to be performed in the city of Wyandotte. The concert will be held at the PLAV Hall Post #74 on Oak Street in Wyandotte, at 7pm on Saturday August 10, 2013.

It would be a great honor for all or many of you to attend our concert, and encourage friends and family to join us for this Americana concert! Tickets are on sale now through the PLAV Post #74 for \$5 and a free hotdog meal is included with the ticket! There will be a cash bar and great fellowship.

You can call 734.283.5525 for tickets ahead of time, as there are a limited number of seats for this special concert!

We appreciate your regular support of the arts through your amazing Street Fair each year, and are looking forward to sharing our talents with you as well.

Sincerely and Musically Yours,

Lynne Nowicki, Corresponding Secretary, The Downriver Community Band
P O Box 853, Allen Park, Michigan 48101

July 28, 2013

Kellee Cragin Producer
Strader Films
515 Maryland Way
Brentwood, TN 37027

Dear Mayor and City Council,

Strader Films will be producing a TV commercial for Toyota and are requesting a permit to film the commercial in Wyandotte at the Wyandotte Boat Club and in a portion of Waterfront Park adjacent to the Wyandotte Boat Club.

We would like to erect a temporary structure (Food Shack approx. 8' x 18', 6'-8' high) as part of our set in the lot on the east side of the boat club on August 13th, leave it overnight with security on site and film the commercial the next day on August 14th, (holding August 15 as a weather day) removing the structure that day as well. We would like to utilize the area of Waterfront Park to the east of Wyandotte Boat Club to use as an outdoor patio area for our Food Shack that we will set on July 14, our filming day. We will be filming the entire day in this area.

We are requesting of the City of Wyandotte, the use of the area of the park we have designated on our drawings, possible removal and replacement of a sign in the park (see attached photo's) and possible control of the park lamps, (having them off at sunrise as they did not go off until 10am on Sunday, July 28) also parking of some equipment trucks on the south side of Pine Street.

We will also be having our crew lunch at the Portofino Restaurant as well as using a portion of their parking lot for our crew parking.

Please consider our request and please call us with any questions or concerns; Warren Martin/Location Manager @ 248-219-3200 or Kellee Cragin/ Producer @ 313-319-4609.

Sincerely yours,
Kellee Cragin / Producer, STRADER FILMS

REPORTS AND MINUTES

Financial Services Daily Cash Receipts	July 16-19, 2013	\$480,568.52
Financial Services Daily Cash Receipts	July 25, 2013	\$ 16,610.24
Retirement Commission Meeting	July 17, 2013	
Recreation Commission	July 16, 2013	
Beautification Commission	June 12, 2013	
Planning Commission	July 18, 2013	

CITIZENS PARTICIPATION

None

RECESSRECONVENINGROLL CALL

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

Absent: Councilperson Stec

RESOLUTIONS

Wyandotte, Michigan July 29, 2013

RESOLUTION by Councilperson Daniel Galeski

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 Daniel Galeski
 Supported by Councilperson Leonard Sabuda
 ROLL ATTACHED

Wyandotte, Michigan July 29, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer to allow the Wyandotte Jaycees to utilize the city-owned property at 3131 Biddle Avenue, Wyandotte as their 2013 Haunted House; with the following stipulations: No painting or graffiti on the exterior of the building; the Jaycees shall return the interior of the building to the state in which it was originally found; the Jaycees shall remove all debris, decorations etc; AND FURTHER if the Jaycees provide an additional exit door they return the site of the exit door to the original state in which it was found after the Haunted House fundraiser. AND BE IT FURTHER RESOLVED that the Fire Department and Plumbing Inspector should be consulted in the design of the safety requirements to meet code; AND FURTHER Council authorizes the Mayor and Clerk to sign said Permit to allow the Wyandotte Jaycees to use the property at 3131 Biddle Avenue, Wyandotte provided all requirements of the Permit are met; AND BE IT FURTHER RESOLVED that before opening said Haunted House the Fire Department, Building Electrical and Plumbing inspector shall inspect and APPROVE said Haunted House for compliance with all City of Wyandotte Codes.

I move the adoption of the foregoing resolution.
 MOTION by Councilperson Daniel Galeski
 Supported by Councilperson Leonard Sabuda
 YEAS: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz
 NAYS: None

Wyandotte, Michigan July 29, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from Brian L. Reed, Captain, Corps Officer at Downriver Corps Eastern Michigan Division Salvation Army, relative to Rally Day on September 8, 2013 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council GRANTS permission for the use of Exchange Park for Rally Day; and hereby GRANTS permission for various inflatables, and carnival game stations to be erected in the Park provided a Hold Harmless Agreement is executed by both the Salvation Army and the game providers as prepared by the Department of Legal Affairs and the proper insurance is placed on file in the City Clerk's Office by the inflatable bouncing house providers and carnival game provides prior to said event.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

YEAS: Councilpersons Fricke, Miciura, Sabuda, Schultz

NAYS: None

ABSTENTION: Councilperson Galeski

Wyandotte, Michigan July 29, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from Vanessa Navarre, Boston Tea Room, requesting to utilize Bishop Park for Yoga classes is hereby referred to the Superintendent of Recreation for coordination of said request.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

YEAS: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz

NAYS: None

Wyandotte, Michigan July 29, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council CONCURS with the communication from the City Engineer regarding the sale of the former 2298 Cora, Wyandotte AND BE IT FURTHER RESOLVED that Council accepts the offer from Nancy Blackson to acquire the former 2298 Cora in the amount of \$1,500.00; AND BE IT FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor and City Clerk are hereby authorized to sign said documents on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

YEAS: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz

NAYS: None

Wyandotte, Michigan July 29, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from the Planning Commission regarding the changes to the City of Wyandotte's Master Plan Future Land Use Map is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council hereby adopts the recommended Master Plan Future Use Map as presented to the City Council on July 29, 2013.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

YEAS: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz

NAYS: None

Wyandotte, Michigan July 29, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council CONCURS with the recommendation from the City Engineer regarding First Amendment to Purchase Agreement for the sale of the former 1062-1088 Walnut; AND BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the First Amendment to Purchase Agreement as submitted to City Council.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

YEAS: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz

NAYS: None

Wyandotte, Michigan July 29, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from Lynne Nowicki, The Downriver Community Band is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

ROLL ATTACHED

Wyandotte, Michigan July 29, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that WHEREAS Strader Films has placed on file a written request; an application; certificate of insurance naming the City of Wyandotte as additionally insured and a Hold Harmless Agreement and their own security personnel; Council hereby GRANTS permission for Strader Films to utilize the BASF Waterfront Park on August 13, 14, and 15, 2013 for the filming of their Toyota TV commercial. AND FURTHER that said communication be forwarded to the City Engineer, Recreation Superintendent, Department of Municipal Service, Department of Public Service, Police & Fire Departments and Legal Department for coordination of same.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

YEAS: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz

NAYS: None

ADJOURNMENT

MOTION by Councilperson Daniel Galeski
Supported by Councilperson Leonard Sabuda
That we adjourn.
Carried unanimously
Adjourned at 7:38 PM
July 29, 2013

A handwritten signature in cursive script, reading "William R. Griggs".

William R. Griggs, City Clerk

01- 69
July 23, 2013

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan, was held at the office of the Commission On Tuesday, July 23, 2013 at 5:00 P.M.

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

General Manager
& Secretary - Rod Lesko

Also Present — Steve Timcoe
William Weirich
Valerie Hall
Pam Tierney
CATV Volunteer

01 - 70
July 23, 2013

APPROVAL OF MINUTES

MOTION BY Commissioner DeLisle and seconded by Commissioner Cole to approve the July 09, 2013, regular session Municipal Service Commission meeting minutes.

HEARING OF PUBLIC CONCERNS

None

RESOLUTION 07-2013-03

MOTION by Commissioner Cole and seconded by Commissioner Lupo to award the bid for the water main project on 20th street from Grove to Marshall to Macomb Pipeline and Utilities Company of Sterling Hts, Michigan in the amount of \$143,000.00.
(Resolution 07-2013-03)

Commissioner Figurski asked that the roll be called.

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

NAYS: None

RESOLUTION 07-2013-04

MOTION BY Commissioner Sadowski and seconded by Commissioner DeLisle to approve the replacement of Power Plant Operations Supervisor and any vacancies created by awarding this position.

Commissioner Figurski asked that the roll be called.

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

NAYS: None

RESOLUTION 07-2013-05

MOTION by Commissioner DeLisle and seconded by Commissioner Cole to authorize the General Manager to execute a contract with Strategic Energy Solutions (SES) to provide engineering services for the development of a Geothermal Energy System for Phase 2 of the BASF Hudson Street Project in the amount of \$27,500.00.
(Resolution 07-2013-05)

Commissioner Figurski asked that the roll be called.

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

NAYS: None

REPORTS AND COMMUNICATIONS

MOTION BY Commissioner DeLisle and seconded by Commissioner Cole to receive and place reports and communications on file.

Commissioner Figurski asked that the roll be called.

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

NAYS: None

APPROVAL OF VOUCHERS

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

#5180	\$	7,336.00
#5181	\$	270,126.10
#5182	\$	280,455.41
#5183	\$	282,309.28
#5184	\$	622,625.08

Commissioner Figurski asked that roll be called.

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

NAYS: None

MOTION by Commissioner Sadowski and seconded by Commissioner Lupo to receive and place on file.

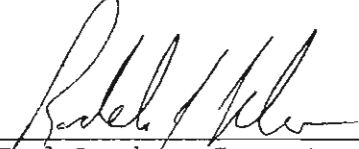
01 - 72
July 23, 2013

LATE ITEMS

Pam Tierney, giving update on Open for Public Comments
Biennial Review of Renewable Energy plan U-16638 June 2013.

Commissioner Figurski, giving updated on progress of Performance
Review.

MOTION by Commissioner DeLisle and seconded by Commissioner
Sadowski to now adjourn. 5:07 P.M.



Rod Lesko, Secretary

MINUTES AS RECORDED

**MINUTES OF THE MEETING OF July 17, 2013
ZONING BOARD OF APPEALS AND ADJUSTMENT**

A meeting of the Zoning Board of Appeals and Adjustment of the City of Wyandotte was **called to order** by Chairperson Duran at **6:30 p.m.**, in the Council Chambers of the City Hall, 3200 Biddle Avenue, Wyandotte.

MEMBERS PRESENT: Alderman
DiSanto
Duran
Flachsmann
Gillon
Nevin
Olsen
Trupiano

MEMBERS ABSENT: Wienclaw

ALSO PRESENT: Peggy Green, Secretary

A motion was made by Member Gillon, supported by Member DiSanto to approve the minutes of the June 5, 2013, meeting.

Yes: Alderman, DiSanto, Duran, Flachsmann, Gillon, Nevin, Olsen, Trupiano

No: none

Abstain: none

Absent: Wienclaw

Motion passed

#3173 – GRANTED w/stipulation

Fred/Anthony Mastrodonato, 4056 Aspen Court, Trenton (owner & appellant)

for a variance to obtain a building permit for a parking lot at 3363 – 3369 Fort (Lot 88 and 89, also S 10' of Lot 90, Eureka Highlands No. 1 Sub.), in a B-2 zoning district, where the proposed conflicts with Section 2404.Q of the Wyandotte Zoning Ordinance.

SECTION 2404.Q:

For all new parking areas and used car lots of 6 or more spaces, and all existing parking areas and used car lots to be reconstructed consisting of 20 or more spaces, the following requirements shall apply. These requirements shall also apply to existing parking lots that are reconfigured or add additional parking spaces. If the existing parking lot consists of 20 or more spaces, these requirements shall apply when 50% of the parking lot area is reconstructed. The off street parking area shall have a planting area of at least 5' in width along any abutting dedicated street right-of-way. Additional planting areas shall be required equaling at least 10 square feet in area for each parking space. Parking and used car lots of 20 or more parking spaces shall provide 15 square feet of landscaping for each parking space. Planting areas shall be so located as to divide and breakup the expanse of paving. Landscape planting areas shall be subject to the requirement of Section 2407 of this ordinance.

Owner of 3363-3369 Fort is requesting a variance to remove the existing landscaped area of the parking lot formerly approved by the Planning Commission.

Proposed changes to parking lot (removal of existing landscaped area) will be in harmony with the appropriate and orderly development of the district in which it is situated and will not be detrimental to adjacent districts or uses, or impede traffic flow or vehicular turning movements.

STIPULATION: Install bumper guard/curbing at sidewalk.

A motion was made by Member Trupiano, supported by Member Flachsmann to grant with stipulation this appeal.

Yes: Alderman, Duran, Flachsmann, Gillon, Nevin, Olsen, Trupiano

No: DiSanto

Abstain: none

Absent: Wienclaw

Motion passed

#3174 – GRANTED

John Roszkowski, 1406 Dee, Wyandotte, (owner & appellant)

for a variance to obtain a building permit for a garage at 1406 Dee (Lot 161 also E 15' of Lot 162, The Steel Plant Sub.), in a RA zoning district, where the proposed conflicts with Section 2100 of the Wyandotte Zoning Ordinance.

SECTION 2100:

A maximum of 35% lot coverage is allowed for structures in a RA zoning district. Proposed rebuilding of existing 14'.1 x 24.2' garage will result in the allowable lot coverage being exceeded by 102.22 square feet.

Note: change in zoning ordinance, elimination of including ½ the alley width in lot coverage calculation results in the nonconformity from what was previously approved in 1992.

Proposed garage will not hinder or discourage the appropriate development or use of adjacent land or buildings, or impair the value thereof.

A motion was made by Member DiSanto, supported by Member Nevin to grant this appeal.

Yes: Alderman, DiSanto, Duran, Flachsmann, Gillon, Nevin, Olsen, Trupiano

No: none

Abstain: none

Absent: Wienclaw

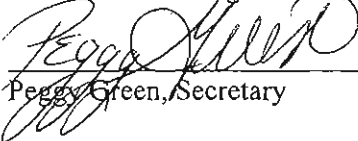
Motion passed

COMMUNICATIONS:

Motion was made by Member Gillon, supported by Member Trupiano to place all communication on file (pictures submitted by Mr. Mastrodonato). Motion carried.

OTHER BUSINESS:

There being no further business to discuss, the meeting adjourned at 6:55 p.m. **The next scheduled meeting of the Board will be held on August 7, 2013**


Peggy Green, Secretary

Appeal #3173

Chairperson Duran read the appeal and asked that it be explained.

Tony Mastrodonato, owner, present.

Mr. Mastrodonato explained that he and his father (Fred Mastrodonato) own this property. They want to expand the parking area 5', they have problems with the turning radius and people are drive over the grassy area. They are located next to a bar and a strip mall, and people are constantly cutting through the landscaping.

Mr. Mastrodonato presented pictures to the Board of the existing area.

Chairperson Duran asked if the building was occupied. Mr. Mastrodonato replied yes, there is Keith Gundick Plumbing and Happy Tats Tattooing.

Chairperson Duran asked if they just wanted to remove the grass in front. Mr. Mastrodonato replied yes, and added that there is now grass along Fort Street since it was redone, and it will give more of a turning radius in the parking lot. Mr. Mastrodonato added that the bar also uses his driveway.

Mr. Fred Mastrodonato stated that he appreciates the Board taking the time to consider this appeal.

Member DiSanto stated that he is concerned about someone walking on the sidewalk and a car pulling out, and asked if he had considered installing a curb. Mr. Mastrodonato replied that would be a good idea. Mr. Mastrodonato added that he is also going to have the sign redone to install some type of posts to stop people from driving underneath it. Member DiSanto asked about much curbing he would install. Mr. Mastrodonato replied that he did not know, maybe 30'.

Keith Gundick, 3363 Fort, present.

Mr. Gundick stated that the ordinance was changed in 1999 when this building was built and that was it was required to have the landscaping. When you pull into the parking lot, it is tight. All the other businesses are blacktopped up to the sidewalk. The tattoo place is a very busy place, and if you have shrubbery, it will just be run over. He would hope that the board would consider blacktop up to the sidewalk with bumpers.

Member DiSanto asked if the reason for this appeal is because the lot is being redone. Mr. Gundick replied yes.

Member Flachsmann commented that the Department of Engineering and Building has requirements for the bumper blocks and posts.

There was discussion regarding the elimination of the 5' of grass.

Member Trupiano asked if the Planning Commission had recently approved the landscaping. Mr. Mastrodonato replied not recently, it was done when the building was built.

Mr. Mastrodonato added again that he could use the extra footage for the parking lot.

No communications were received regarding this appeal.

Appeal #3174

Chairperson Duran read the appeal and asked that it be explained.

John Roszkowski, owner, present.

Mr. Roszkowski explained that he is applying to rebuild his garage. A hit and run driver hit his garage, it has been demolished, he wants to rebuild the same garage, but the zoning ordinance has changed.

Chairperson Duran asked if he was building the same size that was there. Mr. Roszkowski replied yes.

Member DiSanto asked if he was using the same pad. Mr. Roszkowski replied yes.

No communications were received regarding this appeal.