

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, SEPTEMBER 9th , 2013 , 7: 00 PM
PRESIDING: THE HONORABLE JOSEPH R. PETERSON, MAYOR
CHAIRPERSON OF THE EVENING: THE HONORABLE SHERI M. FRICKE

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

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Lisa Horvath, Technical Assistance to SUDD's (Stop Underage Drinking /Drugs) Coalition relative to various activities they are working on and informing the community on how they can become involved with helping the cause.
2. Communication from the Willow Tree, River's Edge Gallery and Belicoso Café relative to various special events held on First Street.
3. Communication from Dianne L. Woodruff relative to various Love Wyandotte and Paint the Town Pink month long series of events.
4. Communication from Kim and Charlene Hyland requesting an encroachment into a public right of way.
5. Communication from Larry Johnson requesting to encroach on an easement next to their existing driveway.

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

6. Communication from Councilwoman Sheri M. Sutherby-Fricke relative to policy making resolutions approved by past Mayor's and Councilmembers.
7. Communication from the City Administrator submitting the salary for the Executive Assistant to the Mayor and City Council.
8. Communication from the Fire Chief relative to the purchase approval -Bid Waiver for Mobile Data Terminals.
9. Communication from the Special Events Coordinator regarding the Downriver Cook Off sponsored by the Belicoso Café.
10. Communication from the Planning Commission regarding the request for an Outdoor Café at 126 Oak Street.
11. Communication from the Downtown Development Director submitting the downtown Bike Rack Contract.

12. Communication from the City Engineer regarding 826 Goddard.

13. Communication from the City Engineer relative to the amendment to the Zoning Ordinance Article IIX-Schedule of Regulations.

14.. Communication from the City Engineer regarding the porch restoration for the Historic Marx Residence.

15. Communication from the City Engineer submitting a purchase agreement for City owned property.

16. Communication from the City Engineer regarding Neighborhood Enterprise Zone (NEZ) Certificate for 536 Orchard the former 534 Orchard.

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

18. Communication from the City Engineer submitting an acceptance of Bid File #4625-2013 HMA Street Concrete Base Repair and Resurfacing Program.

19. Communication from the City Engineer submitting an acceptance of Bid File # 4626-2013 Block Grant HMA Street Concrete Base Repair and resurfacing Program.

20. Communication from the City Engineer relative to the creation of a Special Assessment District.

CITIZENS PARTICIPATION:

HEARING:

HEARING RELATIVE TO THE
2014 FISCAL YEAR OPERATING BUDGET
FOR THE CITY OF WYANDOTTE

FINAL READING OF AN ORDINANCE:

CITY OF WYANDOTTE
2014 FISCAL YEAR BUDGET ORDINANCE
" AN ORDINANCE TO PROVIDE AND APPROPRIATE THE SEVERAL AMOUNTS
REQUIRED TO DEFRAY THE EXPENDITURES AND LIBILITIES OF THE CITY OF
WYANDOTTE FOR THE FISCAL YEAR BEGINNING THE FIRST TUESDAY OF
OCTOBER 2013. THE SAME TO BE TERMED THE ANNUAL
APPROPRIATION BILL FOR THE 2014 FISCAL YEAR"

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	September 3, 2013 \$25,804.37
Police Commission	August 13, 2013
Police Commission	August 27, 2013
Fire Commission	August 27, 2013
Fire Commission	August 13, 2013
Municipal Service Commission	August 20, 2013
MSC Working Session	August 20, 2013
Design Review Committee	August 27, 2013
Planning Commission	August 15, 2013
Downtown Development Authority	August 13, 2013

Maria Johnson

FYI

From: Mark Kowalewski [mkowalewski@wyandotte.net]
Sent: Tuesday, September 03, 2013 2:22 PM
To: Maria Johnson
Cc: Mayor's Office; tdrysdale@wyandotte.org
Subject: FW: 2013 Main Renewal Schedule in Wyandotte
Attachments: 2013 Main Renewal in Wyandotte 8.29.13.xlsx

Maria,

Informational follow up from last City Council Meeting. Attached is DTE's schedule for work on gas main replacements in Wyandotte. The contact for DTE for any concerns is Ryan Scratch:

A business card for Ryan C Scratch, DTE Supervisor Michcon Renewal program. The card has a grey background with a white rectangular area containing the contact information. The text is as follows:

Ryan C Scratch
DTE
Supervisor Michcon Renewal program

(313) 256-5560 Work
(313) 605-0976 Mobile
scratchrc@dteenergy.com

Our office will be forwarding any concerns to Ryan for follow up.

Please provide this information with next Council Agenda packet.

Thanks,

Mark A. Kowalewski, PE
City Engineer
City of Wyandotte
3200 Biddle, suite 200
Wyandotte, MI 48192
1-734-324-4554

2013 Main Renewal Schedule for Wyandotte, MI
DTE Gas - Coolidge Service Center/Kaltz Excavating Co.

8/29/2013

<u>Description</u>	<u>Duration</u>	<u>Planned Start</u>	<u>Planned Finish</u>	<u>Address Range</u>
G2 - Kaltz - Riverside & Kings Hwy, Wyandotte	23 days	08/07/13	09/09/13	236-754 Kings Hwy, 48192-24...
G2 - Kaltz - Riverside & Emmons, Wyandotte	19 days	08/07/13	09/03/13	210-740 Emmons, 0-0 Alfred, 603-721 North Drive, 48192-24...
G2 - Kaltz - Riverside & Highland, Wyandotte	18 days	08/14/13	09/09/13	253-397 Highland, 603-757 Highland, 232-296 Riverside, 48192-24...
G2 - Kaltz - North & 6th, Wyandotte	6 days	08/26/13	09/03/13	287-440 6th, 547, 603 Emmons Blvd., 603 Kings Hwy, 48192-24...
G2 - Kaltz - Electric & Ford, Wyandotte	13 days	09/18/13	10/04/13	1529-1879 Electric, 48192-39...
G2 - Kaltz - Ford & Electric, Wyandotte	9 days	10/01/13	10/11/13	630-901 Ford, 48192-39...
G2 - Kaltz - Ford & 8th, Wyandotte	12 days	10/07/13	10/22/13	1529-1883 8th, 48192-39...
G2 - Kaltz - Ford & 6th, Wyandotte	15 days	10/16/13	11/05/13	1702-1882 6th, 1528-1614 6th, 48192-39...
G2 - Kaltz - Ford & Lindbergh, Wyandotte	13 days	10/31/13	11/18/13	1528-1882 Lindbergh, 48192-39...
G2 - Kaltz - Ford & 7th, Wyandotte	12 days	11/13/13	12/02/13	1528-1883 7th, 48192-39...
G2 - Kaltz - Ford & Cora, Wyandotte	12 days	11/22/13	12/11/13	1528-1883 Cora, 48192-39...
G2 - Kaltz - Electric & Hudson, Wyandotte	12 days	12/05/13	12/20/13	603-885 Hudson, 48192-39...

SUDDS
STOP UNDERAGE DRINKING/DRUGS
COALITION

www.suddscoalition.com

clean up your act

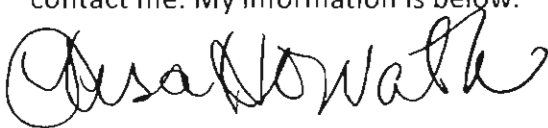
1

Dear Mayor and City Council Members:

I am writing to you as a representative of the SUDDs (Stop Underage Drinking / Drugs) Coalition. We are a substance abuse prevention coalition, comprised of youth and adult community volunteers. We have active youth groups in five local high schools, working to prevent substance abuse among their peers. Our youth and adult volunteers work to raise awareness and change social norms in the Downriver Community, as well.

The SUDDs Coalition would like to present at your September 9th City Council meeting. We plan to inform City Council of some of the activities we are working on, as well as let them know how they can become involved and how community members can help.

Thank you for allowing us this opportunity. If you have any questions, please feel free to contact me. My information is below.



Lisa Horvath, CPS
Technical Assistance to SUDDs
15601 Northline Rd.
Southgate, MI 48195
734-785-7700, ext. 7361

WYANDOTTE CITY CLERK
2013 AUG 26 P 2:05



2-A

September 4, 2013

Dear Mayor and Council,

I am writing in support of the event that Mark Srour would like to sponsor on Sunday, September 22, 2013. Though the streets and sidewalk directly behind Belicoso Café are closed off for his events, the sidewalk access is open everywhere else. A customer or two may mention that they have to walk a few extra steps to get into our store – but don't really complain, especially after being reminded that parking at a mall is far more inconvenient than having to park in one of the city lots that are conveniently located behind our store and adjacent to the Farmers Market lot.

Mr. Srour is a very hard-working Wyandotte business man that works tirelessly to bring traffic to our main street business community - - - we are so fortunate to have a merchant that is willing and eager to spend his time and money to make Wyandotte more exciting and event-filled. I sincerely and honestly appreciate the time, dedication, passion and financial resources that Mark puts into planning his events. He brings top notch entertainment and innovative themes that enhance the appeal of Downtown Wyandotte. They not only benefit his business, but the traffic nearly always benefits all of us around him that choose to be receptive to his efforts. Willow Tree has frequently enjoyed the business of new customers that have "discovered" us as a result of attending one of his "backyard bashes". We love that! Additionally, our customers learn about his great events by shopping with us and can patronize his business, too. We call that Win-Win!

Mr. Srour has always been very good about notifying neighboring businesses via email blasts, Facebook posts and posters, giving ample time for us to notify our customers and plan our in-store events and create new window displays accordingly. What a great shared opportunity to create some buzz about the unique shops and businesses we have in our great little city.

I look forward to each event, concert, dance party, wine tasting, etc. with enthusiasm and full support, and this particular event is no different. Mr. Srour has demonstrated again and again that he is more than capable of executing high quality, high class events that do nothing but help the entire city.

Sincerely,

Janelle Rose

Janelle Rose

Willow Tree

2-B

**River's Edge Gallery 3024 Biddle Ave
Wyandotte, Michigan 48192**

734-246-9880 riversedgegallery@wyandotte.org

September 1, 2013

Dear Mayor and Council,

I wanted to voice my support for events held by Belicoso Café. Beside the fact that I often attend them myself and invite guests, I believe they give a wonderful image to our city.

I have welcomed events that Belicoso has hosted that both close off my front and back entrance. Why? Because there are hundreds of people at my front and back door! Since I always make sure that I keep open hours during these events, I get many wanderers and it has often led to new customers and clients.

The parties are well planned and executed and I congratulate the council and Mayor for approving the necessary permits to allow these occasions to occur. I did buy a table myself at the last party and invited my very good clients to join us. A good time was had by all and, since I am nearby, I was able to take my best customers on tour of the gallery as well.

I understand that there will always be people who want to stay small and quiet but it just not a good philosophy for those of us who need a brisk business to survive.

Thank you for your support of downtown businesses that are going that extra mile all the time to attract a customer base to our city.

Sincerely yours,



Patt Slack
Owner
River's Edge Gallery

Belicoso
MAIL

2-0

(no subject)

Mark Srour <mark@belicosocafe.com>
To: Mark Srour <mark@belicosocafe.com>

Thu, Sep 5, 2013 at 12:52 PM

September 4, 2013

Dear City Council

For the past few years Belicoso has hosted many well attended special entertainment events. An announcement of each event was placed on the Wyandotte city council agenda at least one month in advance requesting approval of the event and set up details.

At the council meeting of August 26, 2013, I placed the upcoming September 22nd event on the agenda. A discussion of my request ensued and ultimately indicated neither the Mayor and council or I were aware that a form was available from the special events department in order to close a street for a special event in Wyandotte.

No one ever informed either of us, until the city engineer brought it up during the council meeting. I would like to thank Mayor and council for approving my September 22nd event and I have filled the special event form and now I am working with Heather Thiede for set up details.

Mrs. Meltzer, from treasure alley, complained to me recently that my events interfered with her customers getting to her store because first street is blocked by the tent and Show mobile. I told her my events were approved by the city council and she should probably discuss her issues and concerns with them.

To answer council's concern from the August 26 meeting, when the Belicoso event is over, my staff and I immediately remove all tables and chairs I rented from the recreation department and the fencing around the tent. I stacked them on the side walk up against my building. the recreation department picked them up on Monday.

I paid an extra fee to Symon rental so the tent was removed by 8 am Saturday morning. First street is then opened before Mrs. Meltzer opens for business on Saturday.

Belicoso special events bring people to Wyandotte from all over southeast Michigan to enjoy a good cigar, fine food, drinks, dancing and great music by popular bands. the fact is many of these same people return to Wyandotte and want to experience other Wyandotte special events, like shopping, dining, art's and entertainment, in and around the downtown area.

If my special events are approved in the future, Belicoso will move the tent, fencing and show mobile 15 feet south of Mrs. Meltzer building.

It is my hope that this will clear up any future concerns Mrs. Meltzer may have with our events. I thank you as always for your continued support.

Respectfully,
Mark Srour
Belicoso Cafe





Love Wyandotte
Wyandotte Independent Business Alliance
2836 Biddle Avenue Wyandotte, Michigan 48192
734-282-6030 Fax: 734-282-4704
Email: info@lovewyandotte.org
www.facebook/TaTas.taskforce



September 4, 2013

The Honorable Joseph R. Peterson, Mayor and City Council Members
The City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan 48192

Reference: Paint the Town Pink

Dear Mayor Peterson and City Council Members,

It is that time of year again! October is fast approaching and the Paint the Town Pink and Love Wyandotte committees have been hard at work planning the Second Annual Paint the Town Pink month-long series of events. Our main effort this year is expanding this into a CITY WIDE project - not just downtown! We want residents to decorate their homes, yards, trees and cars! Inexpensive pink lights and pink bows will be available soon for purchase. We hope that as many residents as possible will help us light up and decorate our City.

Our theme remains unchanged: EDUCATE and CELEBRATE. Educate women about the importance of pre-screening, early-detection and prevention. Celebrate and remember those women are fighting or have fought the battle of this insidious disease.

As you may recall, the photos of breast cancer survivors in the old Sears building proved to be a popular, and touching, display. This year, Michelle Kelley, of the Wyandotte Jaycees, and Tammy Trudelle, of the DCA, are organizing the Survivors Walk of Fame. Photographers are scheduled to take photos on September 15th - appointments are still being accepted. A spaghetti dinner and bake sale are planned for Wednesday, September 18th at the Copeland Center from 6:00 PM to 8:00 PM to help raise funds to cover the costs of these photos, as they are provided as a gift to all survivors. All are welcome and encouraged to attend - the cost is \$10 per adult and \$7 for children under 12. The photos will be displayed at the Paint the Town Pink kick-off event at the DCA on October 1st and then moved to their destination - the windows of White Furniture - for the month.

As always, we thank everybody who is a part of this great event - it truly does take a village! There are wonderful events to come throughout October - stay tuned!

Sincerely,

Diane L. Woodruff

The TaTas Task Force - Love Wyandotte



Mr. and Mrs. Kim Hyland
522 Pine St.
Wyandotte, MI. 48192
(734) 285-6365

Dear Honorable Mayor and City Council:

I live at 522 Pine St. and would like to construct new steps on the front of my house, with a landing. My property line falls 3'- 4" from the back of the sidewalk to the property line. The house is very close to this. It is 8"- 2" from said property line.

I am respectfully requesting a 12 inch or less encroachment into the public right of way.

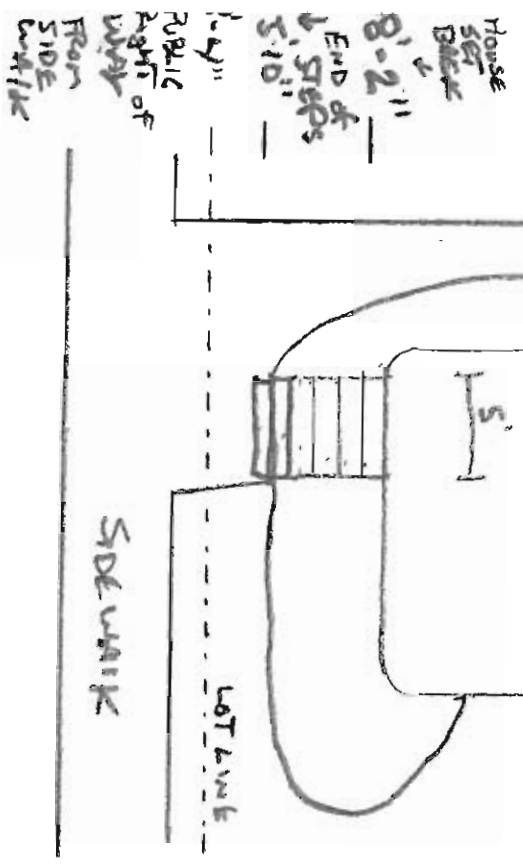
I have enclosed a drawing of the current and proposed improvements for said property with measurements.

With your approval, would you please forward this communication to the appropriate departments for review.

Thank you
Respectfully

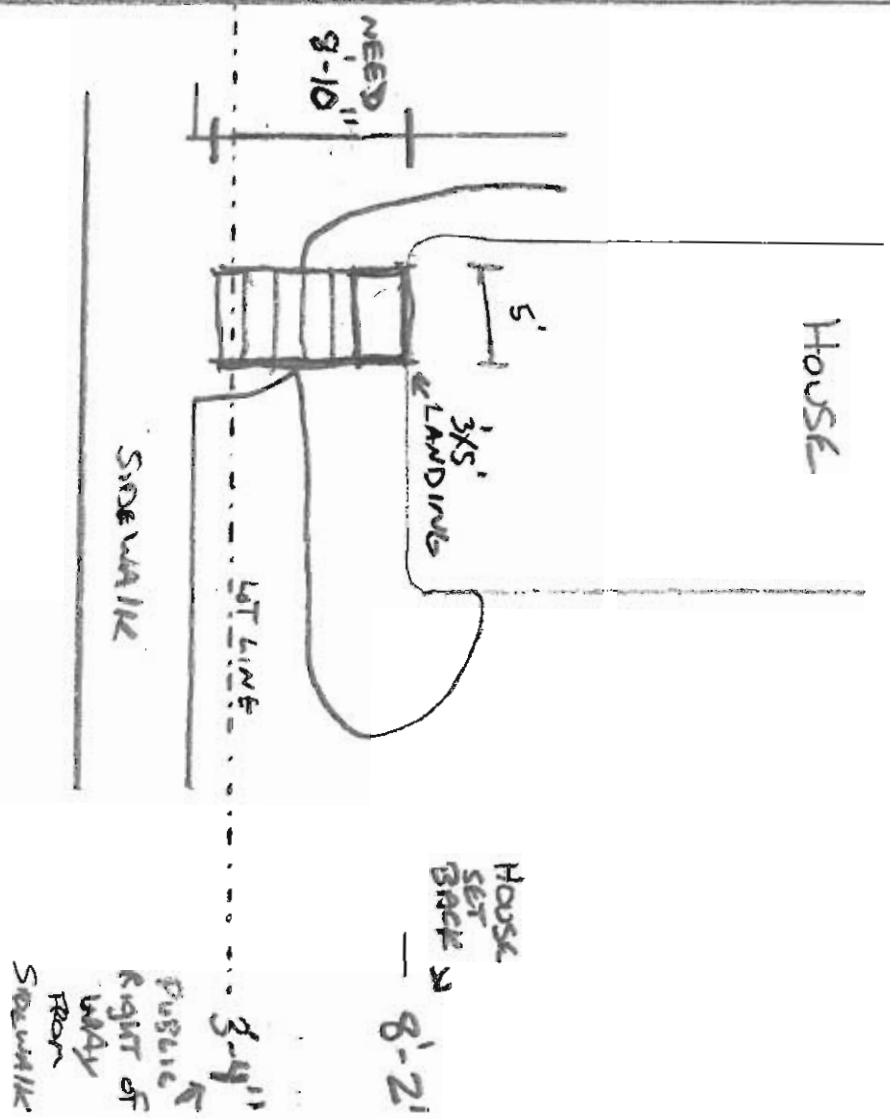
Kim and Charlene Hyland

EXISTING w f e
s



PINE ST.

PROPOSED w f e
s

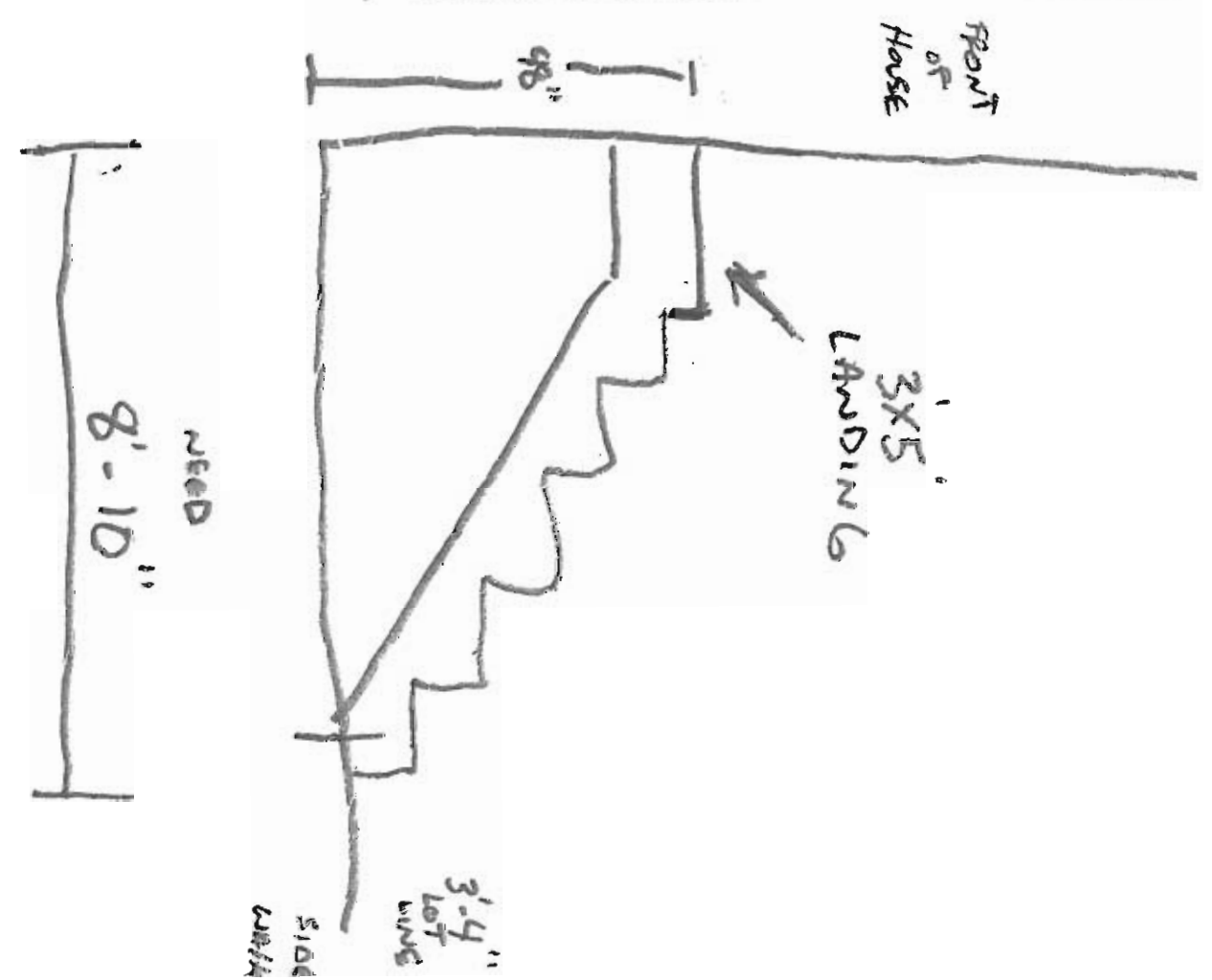
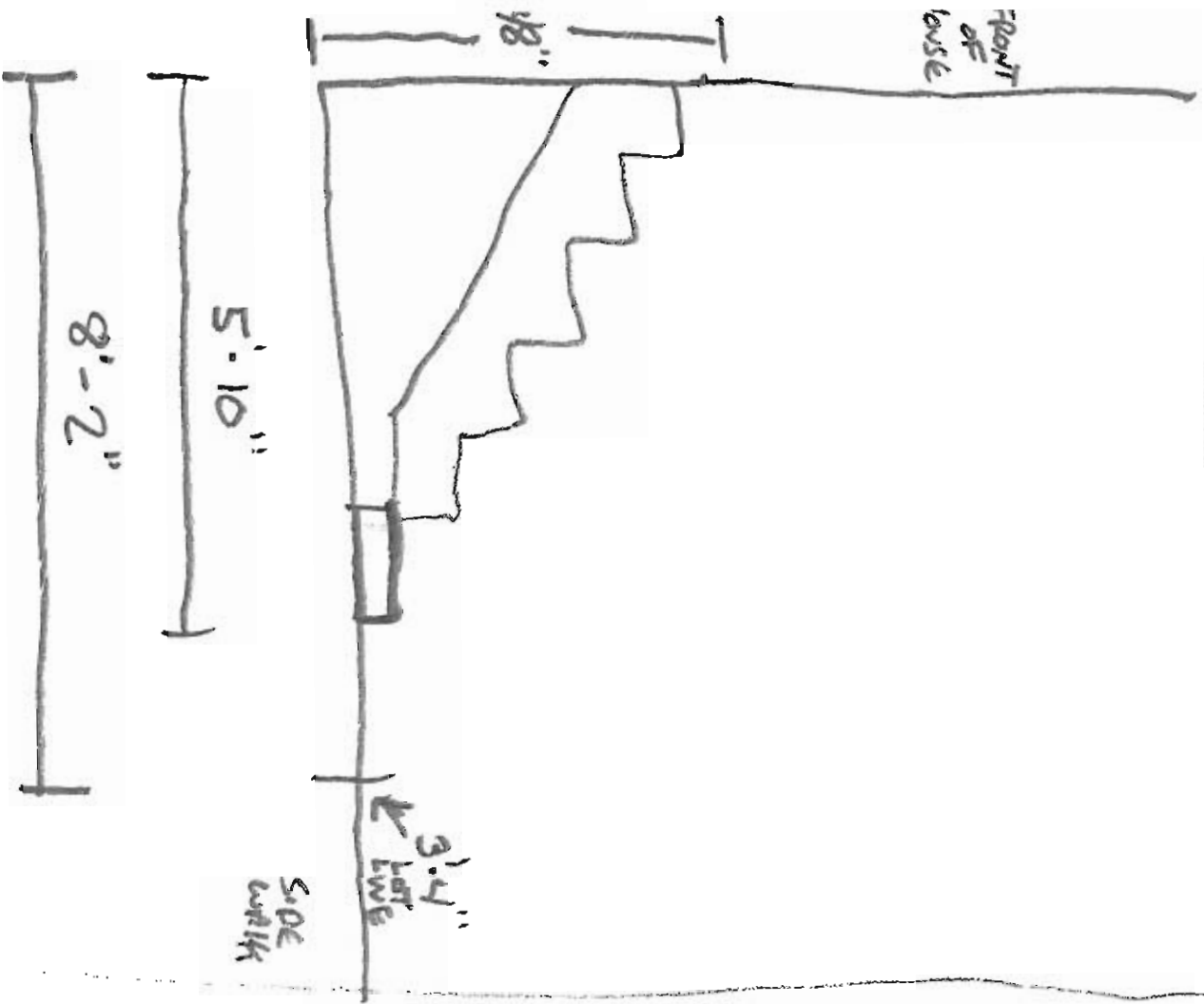


PINE ST

EXISTING SIDE VIEW

FOR
522 PINE ST.

PROPOSED SIDE VIEW



Honorable Mayor and City Council,

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I am requesting a permit to get a
Cement driveway poured next to my
garage and existing driveway which
would include the Closed Alley portion
of easement at the property of
3687 - 18th Street, Wyandotte

Thank you for your Consideration
of the request.

LARRY M. Johnson
3687 - 18th Street
Wyandotte, MI
48192

Larry M Johnson
8-23-13





Sheri M. Sutherby-Fricke
4249 15th, Wyandotte, MI 48192
(734) 552-6077
councilwoman@wyan.org

September 5, 2013

Dear Mayor and Council,

Recently we have been informed of policy making resolutions approved by past Mayor's and Council that could have a position on decisions this current Mayor and Council would like to consider; are not aware of or do not have knowledge of.

I would like to recommend that Mayor and Council reconsider all policy resolutions that any and all previous Mayor's and Council have approved in the past. This EXCLUDES all city ordinances. This is not to suggest that any policies are not favorable, however, I would like to recommend that this current Mayor and Council review all policy resolutions.

I understand and would like to suggest that all current policies remain in effect until such time those policies may be reviewed or reconsidered. Each Department shall submit the policies for review to the Mayor and Council within 90 days. Once Mayor and Council have reviewed all policy resolutions simultaneously, any reconsiderations or acceptance of same will be considered after all policy making resolutions have been submitted for review. All resolutions will be organized and filed within the Clerk's office and have the same approval date.

I welcome your thoughts and suggestions. We have newly elected officials along with long serving officials that have in recent meetings not been privy to resolutions that could have effect on policy making decisions today. Our City is growing and successful and a resolution that was created for a specific and well prepared policy years ago may or may not be a solution for today's community climate. We may choose to

not make any changes or find new ways of assisting departments, citizens and businesses in dealing with city policies.

Thank you for considering taking on this task as I believe will be a beneficial decision for the future of our community.

Respectfully,

Sheri M. Sutherby-Fricke, Councilwoman, City of Wyandotte

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CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 9, 2013

AGENDA ITEM # _____

ITEM: Salary – Executive Assistant (Mayor & City Council)

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: On August 26, 2013, the City Council approved the hiring of Julie Sadlowski as the Executive Assistant to the Mayor and City Council. Unfortunately, the compensation classification for the new employee was not included in the Council Resolution. Thus, the Department of Legal Affairs has recommended that the Council approve the attached Council Resolution.

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

ACTION REQUESTED: Approve Resolution

BUDGET IMPLICATIONS & ACCOUNT NUMBER: As specified in the previous agenda item, General Fund savings of approximately \$21,000 based on the difference in cost between the former Mayor's Secretary and this position.

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur *Drysdale*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur *OK JP*

LIST OF ATTACHMENTS: Council Resolution dated August 26, 2013

MODEL RESOLUTION:

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Administrator regarding the salary for the Executive Assistant position for the Mayor and City Council and clarifies that, on August 26, 2013, Julie Sadlowski was hired as the Executive Assistant in the Mayor's Office at salary level 30E

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

August 27, 2013

RESOLUTION

Todd A. Drysdale
City Administrator
3200 Biddle Avenue
Wyandotte, Michigan 48192

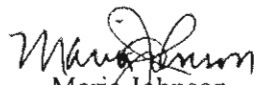
By Councilman Lawrence S. Stec
Supported by Councilwoman Sheri M. Fricke

RESOLVED by the City Council that Council acknowledges receipt of the communication from the City Administrator regarding the Executive Assistant position for the Mayor and Council and CONCURS with the recommendation therein and hereby declares said position vacant and authorizes the filling of such vacancy and FURTHER that the Council APPROVES the hiring of Julie Sadlowski, as the Executive Assistant in the Mayor's Office contingent on the successful completion of a physical and drug screen examination.

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

RESOLUTION DECLARED ADOPTED

I, Maria Johnson, Deputy City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on August 26, 2013.


Maria Johnson
Deputy City Clerk

CC: Mayor Peterson, Finance, Administration; Julie Sadlowski

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 9, 2013

AGENDA ITEM # 8

ITEM: Fire Department – Purchase Approval – Bid Waiver for Mobile Data Terminals

PRESENTER: Jeffery Carley, Fire Chief

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: This project began with the creation of Downriver Central Dispatch. The purchase and installation of MDT's in all frontline fire apparatus will allow the fire department to have essential information on hand at each incident allowing the Fire Department to become a greater partner with Downriver Central Dispatch improving Fire Department Communications and Operations

STRATEGIC PLAN/GOALS: Budgeted for the Fire Department FY2013 was \$45,000.00 for the purchase of Mobile Data Terminals for frontline fire apparatus which includes both rescue. The Mobile Data Terminals being purchased is the exact equipment that is currently being used by the Wyandotte Police Department which is from OEM Micro Solutions. Attached is a quote from OEM Micro Solutions for the Fire Department quote # WFD130713-DC01 dated July 31, 2013

ACTION REQUESTED: Adopt a resolution concurring with the Wyandotte Fire Commission's approval to purchase MDT's for the Wyandotte Fire Department that are currently being used by the Wyandotte Police Department.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: For FY2013 account number 101-336-850-540 Other Equipment in the amount of \$41,363.00

IMPLEMENTATION PLAN: The resolution and all necessary documents will be forwarded to OEM Micro Solution for purchase and installation of MDTs in all front line fire apparatus.

COMMISSION RECOMMENDATION: Concur with recommendation

CITY ADMINISTRATOR'S RECOMMENDATION: *Dispute*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *[Signature]*

LIST OF ATTACHMENTS

Quote OEM Micro Solution # WFD130713-DC01 dated July 31, 2013
MDT Modem Upgrade Signed Sgt. Ken Mackey, Wyandotte Police Department
Letter from the Wyandotte Fire Commission Concurring with recommendation

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 9, 2013

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte Fire Commission in the following resolution.

A Resolution authorizing the purchase of Mobile Data Terminals (MDTs) for the Wyandotte Fire Department from OEM Micro Solutions Quote # 130713-DC01 for \$41,363.00.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Miciura
Schultz
Fricke
Galeski
Sabuda
Stec

Mobile Tactical Computer 3+ Quotation and Order Form

Quote #: WFD130713-DC01
 Customer: Wyandotte Fire Department
 Contact: Sgt. Kenneth Mackey
 Phone: 734-324-4422
 Email: kmackey@wyin.org



Date: July 31, 2013

QTY	PART NUMBER	DESCRIPTION	LIST PRICE	CUST. PRICE	TOTAL
STANDARD SYSTEM					
	9114-02C	Model MTC-312+ Standard Mobile Tactical Computer with 12.1" daylight-viewable LCD, 2.00 GHz Core2 Duo CPU, 80 Gb SATA HD, 2 Gb DDR2 RAM, full-stroke backlit 88-key keyboard w/touchpad, front panel power, volume and LCD brightness controls, fully integrated CPU/LCD, (5)USB 2.0, (2)COM, (2)Ethernet, (1)PC Card, (1)VGA, (2)Mini PCIe, +5 & +12 Vdc out, 3 yr warranty (parts & labor, 2x freight)	\$4,442.22	\$3,998.00	\$0.00
	SelectOS	<input type="checkbox"/> Windows XP Pro <input type="checkbox"/> Win7 Pro 32-Bit <input type="checkbox"/> Win7 Pro 64-Bit			No Charge
PRE-CONFIGURED SYSTEMS					
6	9114-00C	Model MTC-312+ Mobile Tactical Computer with 12.1" high-bright LCD, 2.26 GHz Core2 Duo CPU, 160 Gb SATA HD, all else above	\$5,105.56	\$4,595.00	\$27,570.00
	9116-00C	Model MTC-315+ Mobile Tactical Computer with 15.0" high-bright LCD, 2.26 GHz Core2 Duo CPU, 160Gb SATA HD, all else above	\$5,327.78	\$4,795.00	\$0.00
6	SelectOS	<input type="checkbox"/> Windows XP Pro <input checked="" type="checkbox"/> Win7 Pro 32-Bit <input type="checkbox"/> Win7 Pro 64-Bit			No Charge
6	Software Duplication	Software Duplication from Customer supplied master hard drive included on all MTC3s prior to shipment			No Charge
LCD Display Upgrades					
	002032	Upgrade MTC-312+ to 12.1" LCD with High-Bright, XGA (1024x768)	\$498.89	\$449.00	\$0.00
	9116-02C	Upgrade MTC-312+ to 15.0" LCD with Daylight Viewable, XGA (1024x768)	\$221.11	\$199.00	\$0.00
	002032	Upgrade MTC-312+ to 15.0" LCD with High-Bright, XGA (1024x768)	\$721.11	\$649.00	\$0.00
CPU Upgrades					
	002022	Upgrade from 2.00 GHz CPU to 2.26 GHz CPU	\$87.78	\$79.00	\$0.00
	002022	Upgrade from 2.00 GHz CPU to 2.40 GHz CPU	\$143.33	\$129.00	\$0.00
	002023	Upgrade from 2.00 GHz CPU to 2.53 GHz CPU	\$198.89	\$179.00	\$0.00
	002024	Upgrade from 2.00 GHz CPU to 2.66 GHz CPU	\$254.44	\$229.00	\$0.00
Hard Drive Upgrades					
	002014	Upgrade HDD from 80 Gb to 160 Gb	\$76.67	\$69.00	\$0.00
	002027	Upgrade HDD from 80 Gb to 250 Gb	\$132.22	\$119.00	\$0.00
	002028	Upgrade HDD from 80 Gb to 320 Gb	\$210.00	\$189.00	\$0.00
	002018	Upgrade HDD from 80 Gb to 500 Gb	\$321.11	\$289.00	\$0.00
	002029	Upgrade HDD from 80 Gb to 1TB	\$411.11	\$370.00	\$0.00
	002029	Upgrade HDD from 80 Gb to 64GB SSD	\$210.00	\$189.00	\$0.00
	002029	Upgrade HDD from 80 Gb to 128GB SSD	\$398.89	\$359.00	\$0.00
	002029	Upgrade HDD from 80 Gb to 256GB SSD	\$754.44	\$679.00	\$0.00
	002019	Replace 80 Gb HD with 80 Gb Ext. Temp HD, -20C to +70C	\$276.67	\$249.00	\$0.00
RAM Upgrades					
6	002013	Upgrade RAM from 2 Gb to 4 Gb DDR2	\$198.89	\$179.00	\$1,074.00
	002025	Upgrade RAM from 2 Gb to 8 Gb DDR2	\$276.67	\$249.00	\$0.00
Options					
	052515-01	Change to Rubberized 84-Key Keyboard with touchpad, USB	\$98.89	\$89.00	\$0.00
	052513	Change to TG3 Full Stroke Keyboard, USB Interface	\$110.00	\$99.00	\$0.00
	002015	Add Internal GPS, with external antenna	\$143.33	\$129.00	\$0.00
6	002016	Add Internal Bluetooth/802.11abg WiFi Combination, internal antennas	\$98.89	\$89.00	\$534.00
	002017	Add Internal Wi-Fi 802.11abgn, internal antennas. NOTE: If this is purchased at the same time as 002016, above, 802.11abg must be disabled	\$165.56	\$149.00	\$0.00
	002003	Anti-reflective Touchscreen Film - reduces reflectivity to 1.5%, enhances contrast, protects touchscreen surface	\$76.67	\$69.00	\$0.00
Accessories					
	155216-00	MTC3 Locking Dock Provides single connector, latching install and removal, providing power, (3) USB, (1) COM, (1) VGA, Mic In, L/R Audio Out, GPS antenna. Must be ordered at same time as MTCs. Does not include vehicle mount. ordered separately	\$776.67	\$699.00	\$0.00
	152014-04	Keyboard Tray Assembly Includes tray, retainer, hinges, mounting hardware (Included in Standard Equipment, above)	\$210.00	\$189.00	\$0.00
	050902-ST	Mag Card Reader, USB interface, three tracks, LED and audible read confirmation, can be used to input DL or credit card number	\$165.56	\$149.00	\$0.00
	050910	2D-Barcode/Mag Card Reader, USB interface, LED and audible read	\$743.33	\$669.00	\$0.00
	059832	PC Card to Express Card Adapter, used in PC Card slot to allow use of Express/34 cellular card	\$65.56	\$59.00	\$0.00
	051419	External CD/DVD Burner/Player, USB interface, mounts to bottom of MTC3 keyboard tray	\$310.00	\$279.00	\$0.00
	157005-06	Extra DC Power Cable - 6', Connects battery power to MTC3	\$43.33	\$39.00	\$0.00
6	155705-00A	Mobile UPS - Provides 1 hr. back-up power if vehicle battery goes too low. Connects btw battery lead and MTC power lead.	\$321.11	\$289.00	\$1,734.00
	155205-04	Tabletop Mounting Stand for using MTC indoors, includes AC power supply and power cables	\$332.22	\$299.00	\$0.00
	053104	Brother PocketJet 6 Printer, 200 dpi, Bluetooth, printer only. Call for quantity pricing.	\$387.78	\$349.00	\$0.00
	053105	Brother PocketJet 6 Plus Printer, 300 dpi, Bluetooth, printer only. Call for quantity pricing.	\$476.67	\$429.00	\$0.00
MTC-3+ Sub-Total:					\$30,912.00

* install Antennas in trucks 85-100 —
 Mackies

MOUNTING HARDWARE

	152005-04A	OEM Micro Quick Connect Bracket, allows use of OEM Micro's 2-bolt Quick Connect System attaches to most Tilt/Pivot brackets and mounts	\$76.67	\$69.00	\$0.00
	152005-40	OEM Micro Universal Dash Mount, Swing Away for access to radio and dash, KB tray-mounting hdw., fits most vehicles with fixed radio console.	\$432.22	\$389.00	\$0.00
	152016-01	Dash Mount Bracket, includes mounting hardware, mounts to rear of CPU/LCD Assembly, attaches to Universal Dash Mount, priced separately	\$76.67	\$69.00	\$0.00
	152016-00	Dash Mount Pivot, attaches between Dash Mount Bracket and Universal Dash Mount. Provides left and right pivot for MTC3 for better visibility and access to both driver and passenger	\$65.56	\$59.00	\$0.00
	152005-02	9" Pole base with Quick-adjust Upper Pole, 12" offset arm, QC Brkt. (order tunnel plate separately)	\$321.11	\$289.00	\$0.00
	152005-09	Ford Crown Vic adjustable pedestal, front seat bolt mount, offset arm, with pivot and QC Brkt.	\$398.89	\$359.00	\$0.00
	152005-12	Ford Expedition/F150 adjustable pedestal on front seat bolt mount, 12" offset arm, with pivot and QC Brkt.	\$465.56	\$419.00	\$0.00
	152005-17	Chevrolet Tahoe adjustable pedestal on front seat bolt mount, 12" offset arm, with pivot and QC Brkt.	\$432.22	\$389.00	\$0.00
	152005-18	Chevrolet Impala adjustable pedestal on front seat bolt mount, 12" offset arm, with pivot and QC Brkt.	\$321.11	\$289.00	\$0.00
1	152005-22	Ford Explorer: includes Under Seat Base, 9" Mounting Pole, 8" Horz. Arm, Quick Release Brkt. and Clevis for tilt.	\$496.67	\$447.00	\$447.00
	152005-39	Dodge Charger/Magnum adj. pedestal on front seat bolt mount, 12" offset arm, w/pivot and QC Brkt.	\$321.11	\$289.00	\$0.00
5	152005-50	Fire Trucks with flat top cowlings: includes Flat Surface mount, Clevis for pivot and tilt, and Articulating Arm for positioning.	\$276.67	\$249.00	\$1,245.00
		Same as above but without Articulating Arm.	\$132.22	\$119.00	
	666024	Support Brace -Reduces vibration of upper pole, max. 16.3"	\$65.56	\$59.00	\$0.00
Many other mounting configurations are available. Contact Sales for complete information.					
Mounting Hardware Sub-Total:				\$1,692.00	

INSTALLATION AND TRAINING

6	001502	Installation of MTC per customer spec: Includes one hour of training during the installation visit.	\$387.78	\$349.00	\$2,094.00
	Travel	Travel to and from Customer site as required by Customer	Priced on Application		\$0.00
	Per Diem	Lodging and Food as required by Customer. Price per day or fraction thereof.	Priced on Application		\$0.00
	001601	Training on operation of MTC, one hour, at time of installation			\$0.00
Installation and Training Sub-Total:				\$2,094.00	

EXTENDED WARRANTY AND MAINTENANCE COVERAGE

	001004	Extended Warranty, parts and labor, per MTC-3, for year four, covers component failure under normal use	\$332.22	\$299.00	\$0.00
6	001005	Extended Warranty, parts and labor, per MTC-3, for years four and five, covers component failure under normal use	\$610.00	\$549.00	\$3,294.00
	001008-1	Maintenance, per MTC-3, year one (Covers non-warranty repairs, only for years covered under Warranty)	\$210.00	\$189.00	\$0.00
	001008-2	Maintenance, per MTC-3, years one and two (Covers non-warranty repairs, only for years covered under Warranty)	\$410.00	\$369.00	\$0.00
	001008-3	Maintenance, per MTC-3, years one, two and three (Covers non-warranty repairs, only for years covered under Warranty)	\$610.00	\$549.00	\$0.00
	001008-4	Maintenance, per MTC-3, years one, two, three and four (Covers non-warranty repairs, only for years covered under Warranty)	\$810.00	\$729.00	\$0.00
	001008-5	Maintenance, per MTC-3, years one, two, three, four and five (Covers non-warranty repairs, only for years covered under Warranty)	\$1,010.00	\$909.00	\$0.00
Extended Warranty and Maintenance Sub-Total:				\$3,294.00	

Less 10% on MTC-312 only

Sub. Total: \$37,992.00

- \$2,757.00

Total \$35,235.00

Std. Shipping Charges: \$80.00

Purchase Order Total: \$35,315.00

Purchase Order #: _____
Reqst'd Delivery Date: _____

Customer Signature: _____

Date: _____

By signing above, Customer authorizes OEM Micro Solutions to build, ship and invoice for the goods and services indicated, and at the prices shown on this Quotation and Order Form. Customer further agrees to the terms here written, and to all other such terms and conditions as indicated in "OEM Micro Solutions Standard Terms and Conditions", attached hereto.

Please Note the following Terms and Conditions:

1. This Quotation is valid for 60 days.
2. Purchase Order or Customer signed copy of this Quotation is required for all orders to be processed.
3. Estimated ship date is approx. 6 - 8 weeks after receipt of Purchase Order.
4. Standard payment terms are Net 20 Days from Invoice Date, on Approved Credit
5. Third-party hardware and software components are sold subject to their respective manufacturer's written warranties. No other warranties for these components are expressed or implied.
6. Provide description of any special requirements, configurations or instructions as applicable.
7. FOB shipping point. Shipping Charges, including insurance, will be prepaid and billed at time of shipment, unless otherwise noted. Overnight shipment is additional. If you prefer to use your own shipping account please provide carrier name and account number.
8. Fax completed Order Form to 248-474-4120 Attention: Sales Department

Prepared By: Dave Cole
District Sales Manager - Great Lakes
Thank you for choosing OEM Micro Solutions for your Mobile Tactical Computer requirements.

Form MTC3QO-1X 04/12

Mobile Data Terminal Modem Upgrade

[illegible]

Sgt. Ken Mackey
Sgt. Ken Mackey, Wyandotte Police

OFFICIALS

WILLIAM R. GRIGGS
CITY CLERK

TODD BROWNING
CITY TREASURER

THOMAS WOODRUFF
CITY ASSESSOR



MAYOR
JOSEPH R. PETERSON

CITY COUNCIL
SHERI M. SUTHERBY-FRICKE
DANIEL E. GALESKI
TED MICIURA JR.
LEONARD T. SABUDA
DONALD SCHULTZ
LAWRENCE S. STEC

August 5, 2013

Todd Drysdale
City Administrator
City of Wyandotte
3200 Biddle
Wyandotte, Michigan 48192

Dear Mr. Drysdale:

The Police and Fire Commissioners concur with the recommendation of the Fire Chief to waive the Bid process and purchase Mobile Data Terminals. OEM quote # WFD 130713-DC01.

Sincerely,

John Harris
President
Police and Fire Commission

OFFICIALS

WILLIAM R. GRIGGS
CITY CLERK

TODD BROWNING
CITY TREASURER

THOMAS WOODRUFF
CITY ASSESSOR



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DONALD SCHULTZ
LAWRENCE S. STEC

August 30, 2013

Todd Drysdale
City Administrator
City of Wyandotte
3200 Biddle
Wyandotte, Michigan 48192

RE: Request for Purchase approval-Bid Waiver


Dear Mr. Drysdale:

In the FY-2013 Budget (Account # 101 366 850 540), the Fire Department requested to purchase Mobile Data Terminals (MDT's) in the amount of 45,000.00. The attached quote from OEM Micro Solutions Quote # WFD130713-DC01 dated July 31, 2013 in the amount of \$35,315.00 and Modem Upgrade and installation of \$6,048.00 for a total of \$41,363.00 for outfitting the Fire Department with six Mobile Data Terminals.

The Mobile Data Terminals in this quote identical to the equipment currently being used by the Wyandotte Police Department and by Downriver Central Dispatch. Sgt. Kenneth Mackey from WPD has been involved in this process from the beginning.

Due to the fact that Wyandotte Police Department has already completed the Bid process as it relates to this equipment and that this is identical equipment currently being used by Wyandotte Police Department and Downriver Central Dispatch. I am requesting a purchase approval-Bid Waiver.

Sincerely,


Jeffery Carley
Fire Chief

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 5th 2013

AGENDA ITEM # 9

ITEM: Special Event Application – Downriver Cook Off- Belicoso Café

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find the Special Event Application from Belicoso Café for their special event that is scheduled to take place on September 22nd 2013. This event has been reviewed and approved by a Treasure Alley Mini Mall representative and they agree on the rules set forth by the Special Event Office for this and any future event that takes place on First Street, excluding the Wyandotte Street Art Fair. Details of this event have not yet been reviewed by the Police Chief, Fire Chief or Recreation Superintendent. The Special Event office will coordinate these details prior to the event date. Both businesses have come to an agreement as to set up of the Sunday, September 22nd event (see attached document).

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: It is requested the City Council concur with the support of the Special Event Coordinator and support the use of city streets, sidewalks and property for their event held September 22nd.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Support*

LEGAL COUNSEL'S RECOMMENDATION: *W Look*

MAYOR'S RECOMMENDATION: *OK*

LIST OF ATTACHMENTS

Special Event Application – Belicoso Café

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 5th 2013

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks and property for the event held September 22, 2013.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec



CITY OF WYANDOTTE
APPLICATION FOR SPECIAL EVENT

313 377-9797 Cell

Mark

A. NAME OF APPLICANT: Belicoso Cafe
PHONE: 734 282 2244 EMAIL: Mark@BelicosoCafe.com
HOME ADDRESS: 3030 Biddle Ave
AGENT (IF DIFFERENT FROM ABOVE): _____
PHONE: 734 282 2244 EMAIL: Same
MAILING ADDRESS: Same

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

B. DESCRIPTION OF THE PROPOSED EVENT:

4th Annual Downriver cook off
Sept 22/2013

C. SITE OF PROPOSED EVENT:

1st street Behind Belicoso

D. TIME OF PROPOSED EVENT: noon till 7pm.

E. ESTIMATED MAXIMUM NUMBER OF PERSONS EXPECTED AT THE EVENT FOR EACH DAY: 400

F. IS ALCOHOL GOING TO BE SERVED OR PROVIDED AT THIS EVENT? yes
DO YOU HAVE A LICENSE? yes

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

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

Date: 8/30/13 Signature: _____

20 feet

60 Feet

20 Feet

Food Area

Band Stage

Dance area

Fencing

Entrance gate

security
AT
Gate

Bar Setup

Bar Setup

Table service only

Table service only.

electric
provided
by the city

Belicoso Café



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: 149402
Request ID: _____
(For MLCC use only)

Application for Temporary Authorization

(Authorized by R436.1023(2)(3), R436.1403(2), R436.1407 and R436.1419 of the M.A.C.)

A non-refundable inspection fee of \$70.00 is required with the submission of your application.

Part 1: Applicant Information

Name of licensee: Belicoso Cafe, Inc.
Address of business: 3030 biddle ave wyandotte , michigan 48192
Name of Contact: Mark Srour License type and number: C128456
Business Phone: (734)282-2244 Fax number: (734)282-2245 E-mail address: mark@belicosocafe.com

Part 2: Type of Event

Specifically describe the type of event(s) being held for each date requested:

4th Annual Downriver Cook Off

Please check below if your event will include any of the following:

☒ Dancing ☐ Classic Cars ☐ Tournaments ☐ Contests ☐ Motorcycles ☐ Concerts ☐ Competitive Fight

*Include this information on your diagram in order to provide an accurate site plan. Enclose a copy (if created) of promotional materials/flyers.

Part 3: Temporary Authorization for Outdoor Service - Please complete, if applicable

Dates requested: Sunday September 22 from noon till 8pm

1. What are the dimensions of the proposed area? 100 feet by 50 feet.
2. What is the type and height of the barrier that will be used to enclose the area? Aluminum Fencing 48" heigh provided by the city of wyandotte

Note: Pursuant to administrative rule R 436.1419(2), the outdoor service area must be well-defined and clearly marked for the proposed outdoor service area and pursuant to rule 436.1003, the outdoor service area must comply with local ordinances.

3. Will the proposed outdoor service area be connected to the licensed premises? ☒ Yes ☐ No

If you answered "no", what is the distance? _____

4. Is the entrance/exit point(s) for the proposed outdoor service area through the licensed premises? ☒ Yes ☐ No

5. Are there any dedicated streets or intervening property between the licensed premises and the proposed area? ☐ Yes ☒ No

If you answered "yes", please explain (and include this information on your diagram): see diagram attached

6. Describe the type of security that will be used for the event(s) and how they will be utilized to secure and monitor to prevent sales to minors and sales to visibly intoxicated persons.

four off duty police officers , two at each gate.

7. Is the location of the proposed area owned, rented or leased by the licensee? ☒ Yes ☐ No

If you answered "no", you must provide a lease or written permission for the proposed area with this application.

8. Is the location of the proposed area located on property owned by the city, village or township? ☒ Yes ☐ No

9. Is location of the proposed area in the same governmental unit as the licensed premises? ☒ Yes ☐ No

If you answered "no", please explain: _____

10. Does your license currently include an Additional Bar Permit? ☐ Yes ☒ No

If you answered "no", you will be restricted to table service only unless you submit a request for a new additional bar permit.

In addition to the questions above it is required that you submit a clear/legible diagram which indicates where the licensed premises is located in conjunction to the proposed temporary outdoor service area. Also make sure that the diagram contains the same information that is asked in Part 3, questions 1 through 10 of this application.

Part 3 Continued - Please check temporary permits needed for your event.

Note: You do not need to request temporary authorization for permits that are currently held in conjunction with your licensed business.

- ☒ Temporary Dance Permit - Temporary authorization for this permit does not require a recommendation from local law enforcement.

The dance floor must be at least 100 square feet, clearly marked, and shall not have tables, chairs and other obstacles on the dance floor while customers are dancing.

Please state the days and times for the permit requested same as date and time requested

- ☒ Temporary Entertainment Permit - (Temporary authorization for entertainment does not allow for topless activity on the licensed premises)

Temporary authorization for this permit does not require a recommendation from local law enforcement.

A. Please state the dates and times for the permit: same as date and time requested

B. Describe the type of entertainment to be provided: band

C. If the entertainment permit includes a contest with prizes totaling over \$250.00 in retail value, please complete the following questions.
In addition, form LC-147 needs to be completed and submitted with this application:

1. Explain, in detail, the rules of the contest (Attach another page, if needed)

N/A

2. Describe and state the retail value of each prize to be awarded

N/A

3. Specify who will be paying for and supplying the prizes.

N/A

4. Will there be any alcoholic beverage items with a brand name logo used as prizes for part of the contest?

N/A

5. Is there a cover charge or entrance fee for the contest or tournament?

N/A

Important: No alcoholic beverages may be used as part of any contest or as a prize for the contest.
No licensee may receive anything of value from another licensee without prior MLCC approval.

- ☐ Temporary Specific Purpose Permit for Difference in Hours of Operation - Requires recommendation from local law enforcement

Please state the dates and times for the permit: N/A

Please indicate the type of permit used that requires extended hours: N/A

- ☐ Temporary Extended Hours Permit for Difference in Hours of Operation - Requires recommendation from local law enforcement

Please state the dates and times for the permit: N/A

Please indicate the type of permit used that requires extended hours: N/A

Hours of Operation

Weekdays and Saturdays - Beer, wine, and spirits may be sold from 7:00 a.m. to 2:00 a.m. of the next day, provided that the sale of spirits is legal in the governmental unit where the license is desired.

Sundays - Legal hours of sale on Sundays are from 7:00 a.m. until 2:00 a.m. of the next day, provided the sale of alcoholic beverages on Sunday is legal in the governmental unit and the appropriate permit has been approved by the Commission and the permit has been issued.

Part 4. Warning, Authorized Signatures, and Law Enforcement/Local Approvals

WARNING: Section 1003 of the Liquor Control Code of 1998, being MCL 436.2003, provides in part as follows: "A person who makes a false or fraudulent statement to the Commission, orally or in writing, for the purpose of inducing the Commission to act or refrain from taking action, or for the purpose of enabling or assisting a person to evade the provisions of this act is guilty of a violation of this act and is punishable in the manner provided for in section 909..."

I hereby swear that I have read all of the above answers and that they are true and further that I have read and understand the warning.

The licensee, an authorized corporate officer, or member of a limited liability company must sign this application.

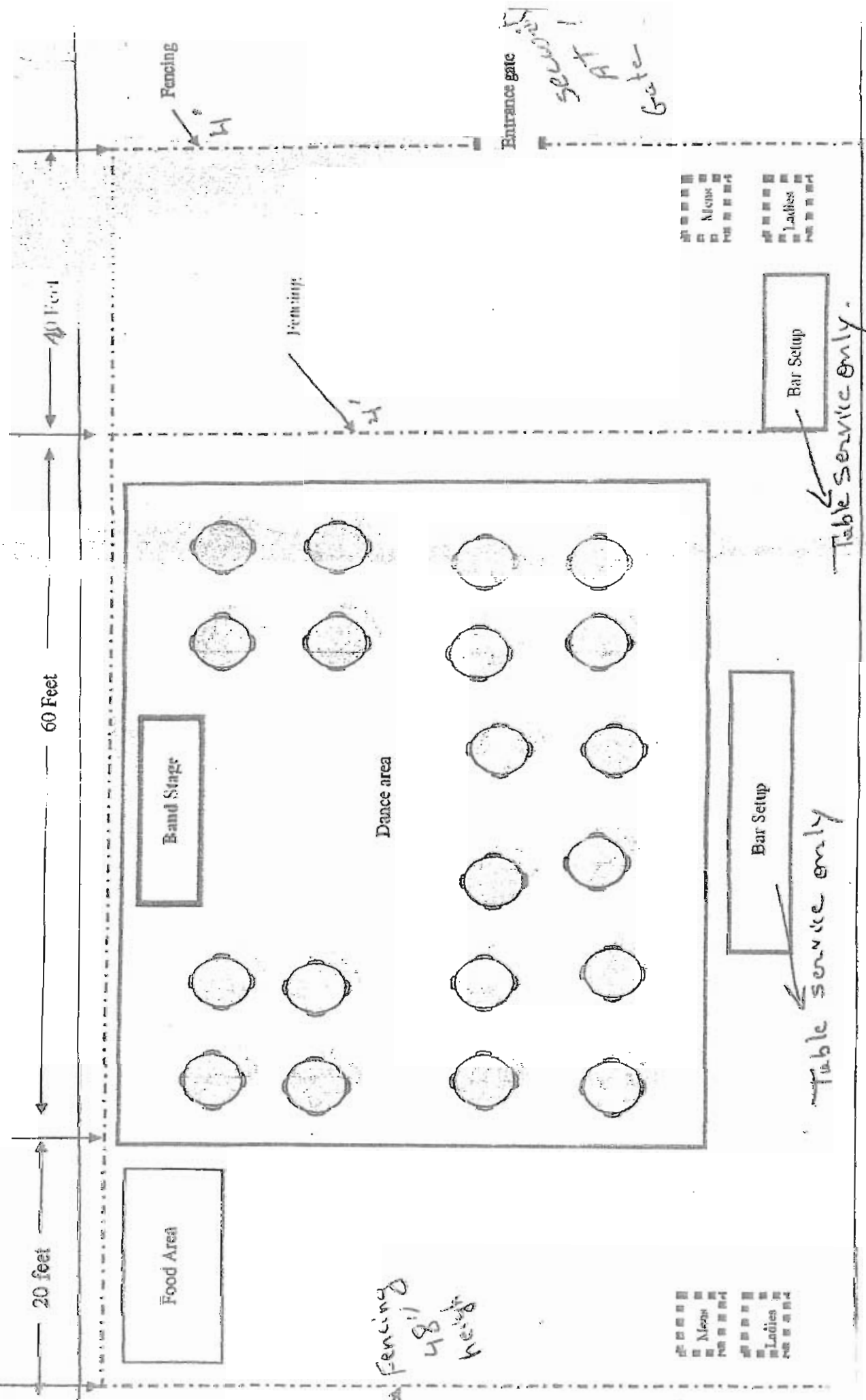
Licensee signature _____
Print name and title Dalal Srour President
Print contact name Mark Srour
Area code and phone number Business (734)282-2244 Cell (313)377-9797
Area code and fax number (734)282-2245
E-mail Mark@belicosocafe.com
Date of Application 8/29/2013

The Police Chief or Sheriff who has jurisdiction recommends this request for temporary authorization.

Name and signature of police chief or sheriff DANIEL GRANT, Daniel Grant
Print name of police agency WYANDOTTE POLICE DEPT.
Address of Agency 2015 BIDDLE AVE WYANDOTTE, MI 48192
Area code and telephone number 734 324-4420
Area code and fax number 734 324-4442
E-mail dgrant@wyandotte.org

This request was approved by the Local legislative Body
on August 26, 2013

city clerk signature William R. Griggs
name of clerk William R. Griggs
Address 3200 Biddle, Wyandotte, MI 48192
Tel # 734-324-4563 Fax # 734-324-4579
Date of Application August 30, 2013



Belicoso Café



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daly Merritt Insurance 100 Maple Wyandotte MI 48192		CONTACT NAME: Cheryl Engel PHONE (A/C No. Ext.): (734) 283-1400 FAX (A/C No.): (734) 283-1197 E-MAIL ADDRESS: cheryl.engel@dalymeritt.com	
INSURED Belicoso Cafe Inc 3030 Biddle Wyandotte MI 48192		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Spec Underwriters INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2013-2014

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CSU0039396	7/8/2013	7/8/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			CSU0039395	7/8/2013	7/8/2014	PER COMMON CAUSE \$1,000,000
							GENERAL AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
re: Outdoor Patio

City of Wyandotte, Wyandotte Business Association and the City of Wyandotte Park & Recreation are additional insureds with respects to liability surrounding the Outdoor Patio.

CERTIFICATE HOLDER**CANCELLATION**

City of Wyandotte 3200 Biddle Ave. Wyandotte, MI 48192	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Gerald Cole/MGAWEN <i>Gerald P. Cole</i>

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
TREASURER

Thomas Woodruff
CITY ASSESSOR



MAYOR
Joseph R. Peterson

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

HEATHER A. THIEDE
SPECIAL EVENTS COORDINATOR

I, Gail M. D. Meher representing Dolores' Boutique Shop / Treasure Alley Mini Mall agree to the following regarding any special event (excluding the Wyandotte Street Art Fair) that takes place on First Street from Maple to Elm that concerns my business.

- Any event that takes place on a Friday will be set up no earlier than 3 pm and torn down Friday night.
- Any event that takes place on a Saturday will be set up and torn down that Saturday.
- Any event that takes place on a Sunday will be set up and torn down that Sunday.
- There will be a minimum of 20 foot of space going south left between the end of Dolores Boutique Shop/Treasure Alley Mini Mall building and the start of any fencing.
- The remaining parking spaces in front of Treasure Alley Mini Mall, The Quilted Heart and Madelyn's will remain open for the public to park in.

Gail M. D. Meher
Signature

Sept. 5, 2013
Date

I, Mark Sroufe representing Belizoso Cafe agree to the following regarding any special event (excluding the Wyandotte Street Art Fair) that takes place on First Street from Maple to Elm that concerns my business.

- Any event that takes place on a Friday will be set up no earlier than 3 pm and torn down Friday night.
- Any event that takes place on a Saturday will be set up and torn down that Saturday.
- Any event that takes place on a Sunday will be set up and torn down that Sunday.
- I agree to pay for any overtime from any department for set up and take down costs.
- There will be a minimum of 20 foot of space going south left between the end of Dolores Boutique Shop /Treasure Alley Mini Mall building and the start of any fencing.
- The remaining parking spaces in front of Treasure Alley Mini Mall, The Quilted Heart and Madelyn's will remain open for the public to park in.

[Signature]
Signature

9/5/13
Date

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 9, 2013

AGENDA ITEM # 10

ITEM: Request for Outdoor Café at 126 Oak Street

PRESENTER: Elizabeth A. Krimmel, Chairperson

INDIVIDUALS IN ATTENDANCE: Elizabeth A. Krimmel, Chairperson

BACKGROUND: The City received a request from Captain's, 126 Oak Street to utilize the City owned property adjacent to their property for an outdoor café. The Planning Commission held the required public hearing on September 5, 2013, wherein the outdoor café layout was reviewed. The Planning Commission received comments from the Police Chief, Fire Chief and City Engineer. The Planning Commission has no objection to this use. Please see the attached duly adopted Resolution. Further, since the outdoor café is on City owned property a Hold Harmless Agreement and Insurance would be required.

STRATEGIC PLAN/GOALS: The City is committed to making the downtown a destination of choice for residents throughout Southeast Michigan by encouraging existing businesses to expand.

ACTION REQUESTED: Concur with recommendation provided a Hold Harmless and Insurance is received by the City.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Execute Hold Harmless and receive Insurance Certification

COMMISSION RECOMMENDATION: Approved by Planning Commission September 5, 2013

CITY ADMINISTRATOR'S RECOMMENDATION: *Shaydahl*

LEGAL COUNSEL'S RECOMMENDATION: *JRP my JO*

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Minutes of the Planning Commission

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 9, 2013

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the Planning Commission to grant the request of Captain's, 126 Oak Street for an outdoor café in conjunction with said business from March 15 through October 31 from 11 a.m. through 12 midnight; AND

BE IT FURTHER RESOLVED that a Hold Harmless Agreement is executed by the Owners of Captain's and liability insurance and property damage coverage in the minimum amount of \$2,000,000 naming the City as additional insured is submitted to the City every year of operation.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, September 5, 2013, Meeting
MINUTES AS RECORDED

The meeting was called to order by Chairperson Elizabeth A. Krimmel at 6:30 p.m.

COMMISSIONERS PRESENT: Adamczyk, Benson, Krimmel, Lupo, Parker, Pasko, Tavernier

COMMISSIONERS EXCUSED: Duran, Booms

ALSO PRESENT: Ben Tallerico
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

MOTION BY COMMISSIONER BENSON, supported by Commissioner Lupo to receive and place on file all communications. MOTION PASSED

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER BENSON, supported by Commissioner Pasko to approve the minutes of the Regular Meeting of August 15, 2013. MOTION PASSED.

OLD BUSINESS:

1. PUBLIC HEARING PC303– Request from Rick DeSana, operator of Captain's, for a Certificate of Occupancy for an outdoor café in the front of the property at 126 Oak Street, Wyandotte, Michigan. The property is located in the CBD District where the proposed café conflicts with Section 2202.S.2

MOTION BY PASKO, supported by Commissioner Benson that Special Approval #303 – requested by Captains (Owner and Appellant) for a Certificate of Occupancy for an Outdoor Café in front of 126 Oak be hereby approved contingent upon City Council approval on the basis of the following reasons:

The proposed outdoor café complies with all ordinance requirements or will comply with said requirements and the conditions below prior to use as an outdoor café. Further, during the public hearing for this application, there were no objections to the proposed project.

Said approval is subject to the following conditions:

1. The outdoor café is subject to all conditions applicable to an outdoor café on private property in the Central Business District (CBD) Zoning District, Section 2202.S.2 of the City of Wyandotte's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
2. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
3. Compliance with all Police, Fire and City Engineer requirements attached.
4. Use of the outdoor café shall be allowed from 11 a.m. to 12 midnight from March 15 through October 31.

5. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
6. Umbrellas to have name of establishment on the drip-tee only, no logo's for products.
7. Fence detail to be the same as Belicoso Café, 3030 Biddle Avenue, Wyandotte.
8. Table detail to be the same as Belicoso Café, 3030 Biddle Avenue, Wyandotte.
9. Approval by City Council for use of the public property is required.
10. A minimum of 32" clearance would be required from the curb flow line to the proposed south outside edge of the 5' walk. This distance is required to prevent the out word swing of the vehicle door from encroaching into the walk.
11. The existing planter and tree shall remain.

YEAS: Adamczyk, Benson, Krimmel, Lupo, Pasko, Parker, Tavernier

NO: None

ABSENT: Booms, Duran

NEW BUSINESS:

None

PERSONS IN THE AUDIENCE:

No persons in audience.

SPECIAL ORDER:

None

BILLS AND ACCOUNT:

None

MOTION TO ADJOURN:

MOTION BY COMMISSIONER PASKO, supported by Commissioner Lupo to adjourn the meeting at 6:55 p.m.

PUBLIC HEARING PC303– Request from Rick DeSana, operator of Captain's, for a Certificate of Occupancy for an outdoor café in the front of the property at 126 Oak Street, Wyandotte, Michigan. The property is located in the CBD District where the proposed café conflicts with Section 2202.S.2.

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

Rick DeSana, 2530 Medford, Trenton.

Mr. DeSana thanked the Commission for having the special meeting to review his request for the outdoor café. Mr. DeSana stated that he has revised his plan and it will match the adjacent outdoor café at the Dotte Pub. Mr. DeSana continued that all the requirements of the outdoor café will be met.

Chairperson Krimmel read the communications received from the Police, Fire and City Engineer.

Mr. DeSana stated that the fencing would be black aluminum the same as the Dotte Pub.

Commissioner Pasko asked if there would be a gate between the two (2) cafes.

Mr. DeSana stated no. Mr. DeSana stated that they would talk to the Dotte Pub and see if they could just continue their fencing.

Commissioner Benson asked about the planter boxes that the trees are located in and questioned if these should be removed.

There was a discussion regarding the planter boxes.

Mr. DeSana stated that there is a bush that will need to be removed.

Commissioner Benson indicated that other outdoor cafes have incorporated the trees and he did not feel the trees should be removed.

Mr. DeSana stated that the tree could remain and they would work around them like the Sycamore Plaza outdoor cafe.

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.

City of Wyandotte
Outdoor Café Application

PC#303

REQUIRED INFORMATION:

Name of individual/business: Rickles Ent. LLC DBA - Captains
Individual/business address: 126 OAK street
Address of sidewalk/street occupancy: 126 OAK street
Phone Number: (810) 423-1591 Fax: () Email: rickydesana@gmail.com
Property owner if other than applicant: Rick Desana Les Sallie He-owners
Name of planner, engineer, architect or agent: JEFF Kret
Café Location: On Public Property ☒ on Private Property ☐
Dates of proposed occupancy: ASAP Seasonal (3/15 thru 10/31) ☒ Partial (thru)
Hours of proposed occupancy: 10 AM thru 12 PM
Capacity of existing establishment: 135 people (with seating) 55 people (without seating)
Capacity of proposed outdoor café: 16 people (total number of seats)
Area of occupancy in square feet: 282 sq ft; dimensions 6 x 45
Will alcoholic beverages be served at the outdoor café: ☒ Yes ☐ No
Zoning of property CBD

DIAGRAM OF SIDEWALK CAFÉ:

Please attach a separate 8-1/2" x 11" sheet (or larger) illustrating the proposed café area. Show existing sidewalk, buildings, curb, existing improvements in the right-of-way, i.e. lamp posts, street trees and guards, benches, mailboxes, etc., an unobstructed clear area for pedestrian passage along sidewalk (a minimum of 60" wide), proposed area for tables and chairs, number of tables and chairs, and details of the proposed perimeter barrier. Diagram should be of a scale 1" = 10' (or other appropriate scale.) For additional requirements, please refer to the Zoning Ordinance and the Outdoor Café Ordinance pertaining to the zoning of the property.

PURPOSE:

Purpose of sidewalk occupancy Outdoor Cafe

INSURANCE:

For outdoor cafes on public property, Applicant covenants and agrees to hold harmless from, indemnify, and defend the City, its agents, officers and employees against all suits, demands, claims, judgments, liens, cost of repair or replacement of any damaged public facilities, or costs, attorney fees and expenses which may arise out of, result from or be caused by Applicant's outdoor café.

Applicant covenants and agrees to strictly comply with all terms and conditions of the Outdoor Café Ordinance, all other ordinances and requirements of State and Federal laws, and further understands and agrees that the Planning and Rehabilitation Commission in its sole and absolute discretion, may approve, deny or set any conditions or limitations on any outdoor café which may be approved. Further, regarding an outdoor café on public property (including but not limited to public sidewalks and public right-of ways), the City Council may approve, deny or set any conditions or limitations on any outdoor café on public property which may be approved, or may at any time rescind or revoke any approval, in the City's sole discretion, all without recourse or remedy by the Applicant, or liability of the City.

Pd R#47351

Dated this 22 day of August, 2013

Witnesses:

Signature

Printed Name: _____

Applicant's Signature

Printed Name: Rick DeSara

Signature

Printed Name: _____

GRANT OF LICENSE & INSURANCE REQUIREMENTS FOR AN OUTDOOR CAFÉ ON PUBLIC PROPERTY

(1) General Liability

An Outdoor Café on public property shall carry comprehensive general liability insurance, including premises and all operations, through companies licensed and admitted to do business in Michigan, which shall provide protection from all claims of damage or injury, including death to persons and property which may arise out of, result from or be caused by licensee's use of occupancy of the premises or its operations conducted thereon with occurrence and aggregate limits of not less than \$2,000,000 of comprehensive general liability insurance coverage. The certificates and policies of the required comprehensive general liability insurance shall provide and be endorsed as follows:

"The City of Wyandotte, its officers and employees are additional insureds. The coverage is primary to the City and not contributing or pro rata with any other insurance or similar protection (e.g. risk management association) which is or may not be available to or carried by the City."

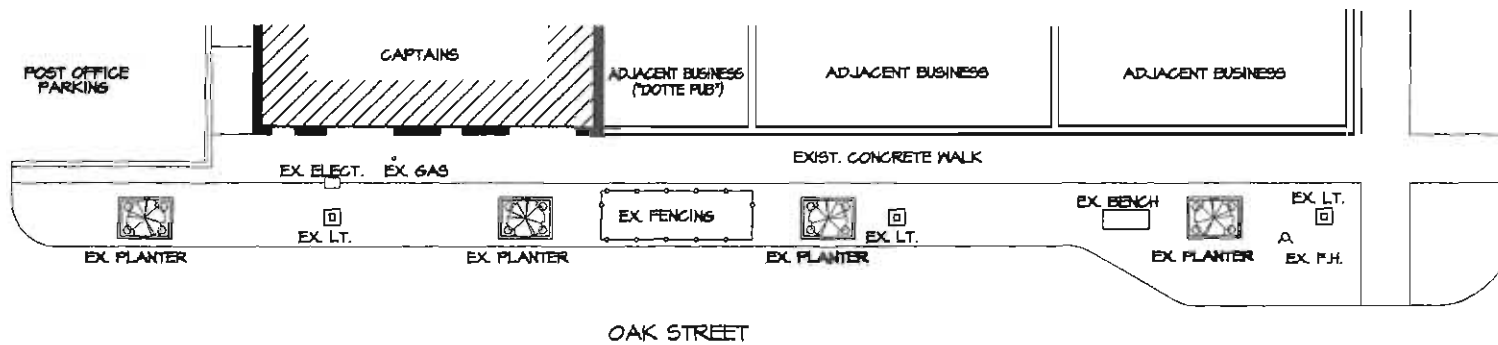
(2) Liquor Liability (if applicable)

A Grant of License for an Outdoor Café on public property shall carry liquor liability insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by, related or arise out of sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises.

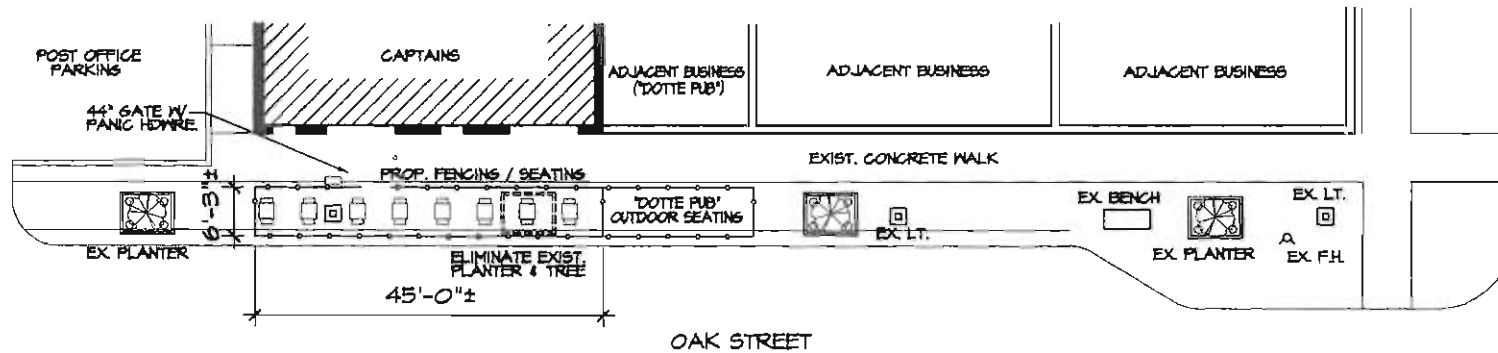
(3) Proof of Insurance

Proof of required insurance is not required when applying for an Outdoor Café on public property, but will be required prior to a Grant of License being issued by the Department of Legal Affairs. The applicant must also execute a Hold Harmless Agreement with the City of Wyandotte prior to the issuance of a Grant of License.

Office Use Only		Notes:
Public Department Approval: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date: <u>8/27</u> , 20 <u>13</u>	
Fire Department Approval: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date: <u>8/27</u> , 20 <u>13</u>	
Eng/Bldg. Department Approval: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date: <u>8/27</u> , 20 <u>13</u>	
Insurance Certification on File: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: <u> </u> , 20 <u> </u>	
Hold Harmless Agreement Executed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: <u> </u> , 20 <u> </u>	
Grant of License Issued: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: <u> </u> , 20 <u> </u>	



EXISTING STREETSCAPE PLAN
1/16"=1'-0"



PROPOSED STREETSCAPE PLAN
1/16"=1'-0"



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

August 27, 2013

Elizabeth A. Krimmel, Chairperson
Planning Commission
City of Wyandotte
City Hall
Wyandotte, Michigan

RE: Proposed Outdoor Café
in the front of 126 Oak Street

Dear Mrs. Krimmel:

The undersigned has reviewed the plan and application submitted for the proposed outdoor café in front of the above captioned property and the following applies.

1. There are no details of proposed fencing or tables.
2. The plan needs to show the distance from the flow line of the curb to the fence. It is recommended 32 inches clear to prevent a car door from swinging out and hitting the fence.
3. Since the proposed café is located in the City right-of-way, City Council approval will be needed.

Therefore, a proposed Resolution is attached for your consideration. If you have any questions, please feel free to contact the undersigned.

Very truly yours,

Mark A. Kowalewski
City Engineer

Jeffery Carley
Fire Chief

MAK/JC:kr

Attachment

cc: Rick DeSana, Captains

MAYOR
Joseph R. Peterson

CITY CLERK
William R. Griggs

TREASURER
Todd M. Browning

CITY ASSESSOR
Thomas R. Woodruff



DANIEL J. GRANT
CHIEF OF POLICE

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

TO: Kelly Roberts, Development Coordinator

DATE: August 27, 2013

FROM: Daniel J. Grant, Chief of Police

A handwritten signature in cursive script that reads "Daniel J. Grant".

SUBJECT: NEW OUTDOOR SERVICE – 126 OAK STREET

CC: Clerks Office

This correspondence is in response to your e-mail dated Tuesday August 27, 2013 relative to the Outdoor Service application at Captain's, 126 Oak Street, Wyandotte, Michigan. In regards to the proposed rear service area on the north side of the building, there are 2 parking lots to the rear of the building on the north side of the alley which create a significant distance to the homes on Chestnut Street and should alleviate any concerns related to excessive noise. I have no objections if the proposal for front and rear outdoor service areas are approved as illustrated on the engineering drawings submitted by the applicant, with the following conditions:

- The applicant meets all laws and ordinances as required by the Fire and Engineering Departments.
- Engineering approves Captain's for use of the intervening property at the front of the building which is 45' long which is the width of the building front and 6' 3" wide which is proposed for the front sidewalk area.
- Since the proposed outdoor service area is adjacent to the Dotte Pub, the license holder must assure that the fencing/barrier between the two areas is maintained so there will be no movement of patrons between the two licensed areas while in possession of alcoholic beverages.
- Approval is received from the Liquor Control Commission for an Outdoor Café.

Further, the police department recommends that Captain's be reminded that an outdoor service permit allows the sale, service, and consumption of alcoholic beverages in a well-defined and clearly marked area outside of the licensed premises¹. Compliance with this provision is the responsibility of the licensed establishment, and failure to comply can result in the issuance of a violation.

¹ R 436.1419 - Outdoor Service

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 9th, 2013

AGENDA ITEM # 11

ITEM: Downtown Bike Rack Contract

PRESENTER: Natalie Rankine, DDA Director

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski, City Engineer

BACKGROUND: As a result of the move to 3200 Biddle Avenue, the city will be installing new bike racks at the property. Instead of purchasing stock racks, we hosted a design competition. The City Engineer has reviewed both bike rack designs.

STRATEGIC PLAN/GOALS: This action is consistent with the Goals and Objectives identified in the City of Wyandotte's Strategic Plan 2010-2015 that identifies a commitment to *enhancing the community's quality of life*.

ACTION REQUESTED: Concur with the recommendation of the Downtown Development Authority Director and approve the contracts with the artists: Raymond Gomez and Anthony Reale.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: These bike racks have been budgeted as a result of the 3200 Biddle Avenue move. Account number: 295.200.825.355

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Dwydals*

LEGAL COUNSEL'S RECOMMENDATION: Concur

MAYOR'S RECOMMENDATION: *OK*

LIST OF ATTACHMENTS:

1. Contract for sale of decorative bike racks between the City of Wyandotte and Raymond Gomez and The City of Wyandotte and Anthony Reale.

RESOLUTION:

That City Council CONCURS with the recommendation of the Downtown Development Authority Director and hereby APPROVES the contracts between the City of Wyandotte and the

aforementioned artists for bike racks to be fabricated for placement at 3200 Biddle Avenue. AND
BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said
contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilmember _____

SUPPORTED by Councilmember _____

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

ABSENT _____

**CITY OF WYANDOTTE, MICHIGAN
AGREEMENT FOR SALE OF ARTISTIC BIKE RACK**

WHEREAS the Downtown Development Authority has sponsored a contest for the design and fabrication of artistic bike racks to be installed on public property in the City of Wyandotte;

WHEREAS the City of Wyandotte has agreed to install and maintain these artistic bike racks for the beautification of the City;

WHEREAS all parties agree that the City will become the ultimate owner of the bike racks as they will be installed on City property and will be maintained by the City.

THIS AGREEMENT is made effective this 20th day of August between the City of Wyandotte, Michigan, hereinafter called the Owner, and Anthony Reale, hereinafter called the ARTIST.

1. **CONDITIONAL PURCHASE.** ARTIST does hereby sell to OWNER the work of art in the form of an artistic bike rack (ARTWORK) for and in consideration of the OWNER installing and maintaining the ARTWORK at its sole expense and in accordance with the terms of this Agreement.

2. **ARTIST'S STATEMENT.** Prior to the installation of the ARTWORK, the ARTIST shall provide to the Owner's Representative a written ARTIST'S statement regarding the ARTWORK that may be used for publication and exhibition purposes.

3. **INSTALLATION.** The OWNER shall install this ARTWORK at the site selected by the OWNER. The ARTIST shall be present to advise the OWNER during the installation of the ARTWORK. The OWNER shall be responsible for site preparation work, including design, preparation and installation of the foundation.

4. **INSTRUCTION.** Upon installation of the ARTWORK, the ARTIST shall provide to the Owner's Representative complete written instructions for appropriate maintenance and preservation of the ARTWORK.

5. **COMPLETION.** The ARTIST shall advise the Owner's Representative in writing when all services required under this Agreement have been completed. Within thirty (30) working days after receipt of this notification, the Owner's Representative shall notify the ARTIST in writing of the OWNER's final acceptance or non-acceptance of the ARTWORK. Failure to provide written notification of acceptance or non-acceptance after thirty working days shall constitute final acceptance on the part of the OWNER.

6. **RISK OF LOSS.** The risk of loss or damage to the ARTWORK shall be borne by the ARTIST until the ARTWORK is installed and is accepted by the Owner's Representative, and the ARTIST shall take such measures as are necessary to protect the ARTWORK from loss or damage through all phases of installation until accepted by the Owner's Representative.

7. **INDEMNITY.** The ARTIST agrees to indemnify and hold harmless the OWNER from any claims, liabilities, willful or non-willful acts of negligence by the ARTIST or SELLER, by the ARTIST'S subcontractors or agents, and by volunteers assisting the ARTIST in the design, fabrication and installation of the ARTWORK, for any loss, theft, mutilation, vandalism or other

damage (including that caused by acts of God) that may befall the ARTWORK during any activities related to the planning, creation, delivery and installation of the ARTWORK, or for any failure of warranty as hereinafter stated.

8. CONVEYANCE OF TITLE. Title to the ARTWORK shall pass to the OWNER upon OWNER'S final acceptance of the completely installed ARTWORK. Upon final acceptance of the ARTWORK, and to the extent permitted by law, the OWNER shall indemnify and hold harmless the ARTIST against any and all claims or liabilities arising thereafter in connection with the ARTWORK, the site, the project or this Agreement, caused by the OWNER'S negligence.

9. WARRANTIES. The ARTIST represents and warrants that:

- a) the ARTWORK is solely the result of the artistic effort of the ARTIST;
- b) except as otherwise disclosed in writing to the Owner's Representative, the ARTWORK is unique and original and does not infringe upon any copyright;
- c) the ARTWORK, or a duplicate thereof, has not been accepted for sale elsewhere;
- d) the ARTWORK is free and clear of any liens from any source whatever;
- e) the ARTWORK, as fabricated and installed, will be free of defects in material and workmanship, including any "inherent defect" or qualities which cause or accelerate deterioration of the ARTWORK; and

The warranties described in this Section shall survive for a minimum period of ten years after the final acceptance of the ARTWORK. The OWNER shall give notice to the ARTIST of any observed breach with reasonable promptness. The ARTIST shall, at the request of the OWNER and at no cost to the OWNER, cure reasonably and promptly the breach of any such warranty which is curable by the ARTIST and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or refabrication of the ARTWORK).

10. ARTIST INDEPENDENT CONTRACTOR. It is understood and agreed that the independent contractor and not an employee of the OWNER; and that the OWNER shall not have any worker's compensation liability to the ARTIST or the ARTIST'S employees, volunteers or subcontractors. It is further understood that the ARTIST'S subcontractors shall have no recourse for payment of costs of labor and materials against the OWNER. Further, in consideration of this contract, ARTIST does hereby indemnify and hold the City harmless from any and all claims arising from the negligence of the ARTIST or the ARTISTS's employees, volunteers and subcontractors.

11. REPRODUCTION RIGHTS. The ARTIST grants to the OWNER and its assigns an irrevocable license to make two dimensional reproductions of the ARTWORK for any purpose including commercial purposes, and by way of specification but not limitation, reproductions used in advertising, calendars, posters, brochures, media, the City's internet site, publicity, catalogues, or other similar publications.

12. ENTIRE AGREEMENT. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of the Agreement shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of the OWNER.

WITNESS:

Date: _____

RATIFICATION:

CITY OF WYANDOTTE

Date: _____

William R. Grogg

Date: 9.3.13

OWNER:

CITY OF WYANDOTTE DDA

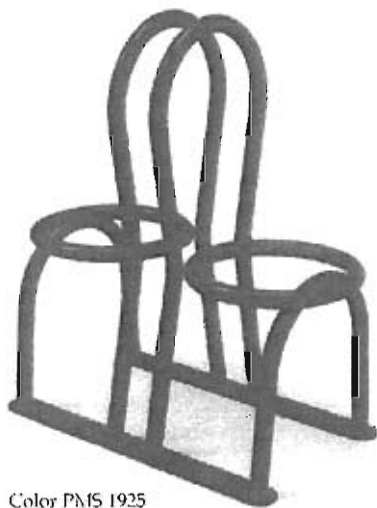
By: NODQ

Date: 8/29/13

ARTIST:

[Signature]

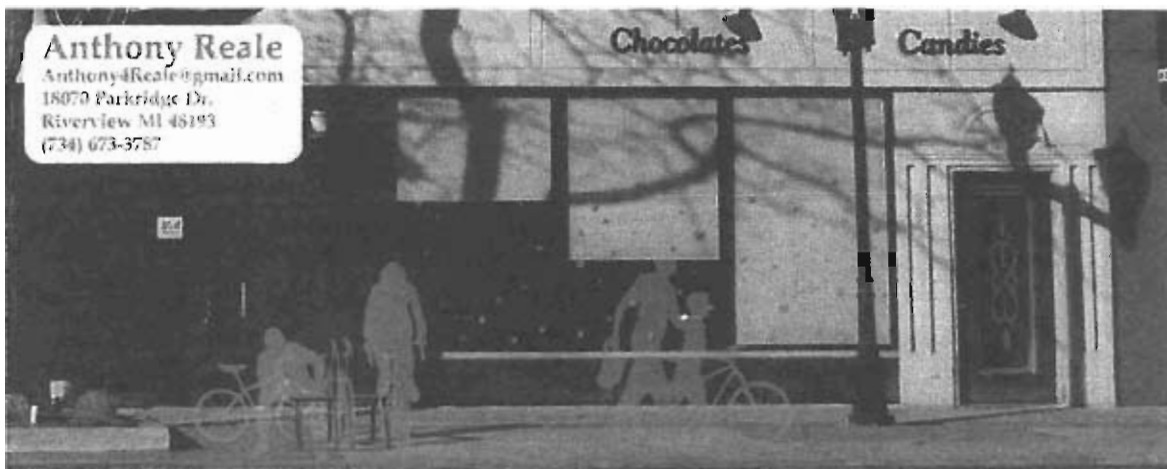
Date: 8/29/13



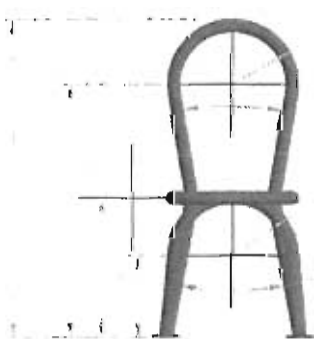
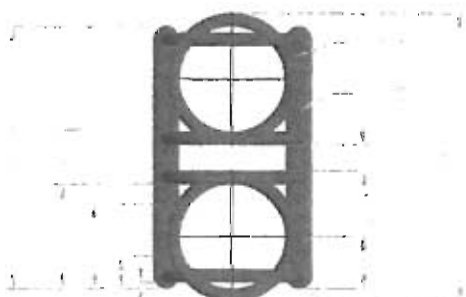
Color PMS 1925

Dot. 14

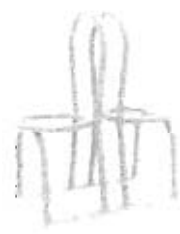
Bike Rack



Anthony Reale
 Anthony@Reale@gmail.com
 18070 Parkridge Dr.
 Riverview MI 48193
 (734) 673-3787



The Vienna Café chair No. 14 was produced starting in 1859, as a "chair for mass consumption," and by 1930, more than 50 million had been produced. A Timeless classical design that captures the spirit of ingenuity and classic craftsmanship. Wyandotte's rich history of iron mills, mill workers, and production for masses are balanced in the whimsical design Dot. 14 Bike Rack. A play on the Café lifestyle that Wyandotte's down town now embodies.



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 9, 2013

AGENDA ITEM # 12

ITEM: 826 Goddard, Wyandotte

PRESENTER: Bill Look, City Attorney

INDIVIDUALS IN ATTENDANCE: Bill Look, City Attorney

BACKGROUND: The City Council directed demolition of the property at 826 Goddard on August 5, 2013 and on August 23, 2013, Mr. Wincheck, Sandbox Property Management LLC, filed an appeal with the Wayne County Circuit Court. Mr. Wincheck has executed an Irrevocable Letter of Credit prepared by the City Attorney and has agreed to deposited \$6,000 with the City to insure the property is brought up to code. Further, Mr. Wincheck has agreed to pay the fees owed to the City of Wyandotte in the amount of \$538.49.

STRATEGIC PLAN/GOALS: The City is committed to maintaining and developing excellent Neighborhoods.

ACTION REQUESTED: Hold item in abeyance until January 10, 2014.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Receive deposit of \$6,000 from Sandbox Property Management LLC, accept Irrevocable Letter of Credit continue to monitor the progress of the repairs.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Shoupdale*

LEGAL COUNSEL'S RECOMMENDATION: *W. Lork*

MAYOR'S RECOMMENDATION: *OK*

LIST OF ATTACHMENTS: Irrevocable Letter of Credit

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: September 9, 2013

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Mayor and City Council that the demolition of the property at 826 Goddard is hereby held in abeyance until January 10, 2014, provided Sandbox Property Management LLC deposits \$6,000 with the City Treasury on September 10, 2013 by 3:00 p.m.;
AND

BE IT FURTHER RESOLVED that this matter shall be listed as unfinished businesses and should be presented to the City Council on January 13, 2014.

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	_____

**IRREVOCABLE
LETTER OF CREDIT**

September 04 , 2013

To: City of Wyandotte, a Michigan Municipal Corporation, 3200 Biddle Avenue,
Wyandotte, Michigan 48192 ("Beneficiary")

Gentlemen:

By order of Sandbox Property Management LLC, we hereby open our Irrevocable Letter of Credit in favor of the City of Wyandotte, a Michigan Municipal Corporation, for the amount not to exceed the aggregate of U.S. Six Thousand (\$6,000.00 U.S.) Dollars, effective immediately and expiring on August 15, 2014, relative to the performance by Sandbox Property Management LLC under the Resolution adopted by the City of Wyandotte City Council at a meeting on August 26, 2013 (and which is dated August 27, 2013 attached), for the purpose of completing all repairs on or before January 7, 2014, to 826 Goddard including all items listed on the property maintenance checklist dated September 9, 2010, (including the updated version of August 17, 2011) and completing all items on the sale checklist dated August 21, 2013, and to also reimburse the costs incurred by Beneficiary for the code enforcement for said property which is currently \$538.49 by January 7, 2014. In addition, Sandbox Property Management LLC is responsible to schedule a final inspection of 826 Goddard prior to January 7, 2014.

Funds under this Letter of Credit shall be deposited with the City of Wyandotte's Treasurer on September 10, 2013 by 3:00 p.m..

The funds will be available for release to Beneficiary when a request is submitted to the City Treasurer accompanied by an "Affidavit of Default" duly signed by the Wyandotte City Engineer (or other person designated via a duly adopted resolution of the Wyandotte City council), stating that Sandbox Property Management LLC ("Contractor"): (i) has not faithfully performed the terms of the above referenced Resolution with the City of Wyandotte in accordance with the City of Wyandotte Code of Ordinances, or (ii) the time deadline for Contractor completing the improvements and scheduling a final inspection has not been met by Sandbox Property Management LLC., or (iii) the Beneficiary's administrative costs as identified in the above referenced Resolution have not been reimbursed by Sandbox Property Management LLC.

The Affidavit shall set forth the amount the Beneficiary deems necessary for the Beneficiary to demolish the structures located at 826 Goddard, Wyandotte, Michigan and/or to reimburse Beneficiary for the above identified costs. In the event that Sandbox Property Management LLC complies with all provisions of the above referenced Resolution on or before January 7, 2014, then City Engineer shall so notify the City Treasurer and the unused funds shall be paid to Sandbox Property Management LLC.

The undersigned verify they are the sole members of Sandbox Property Management LLC and represent no one else is required to sign this Agreement pursuant to the terms of the Operating Agreement for the LLC.

Very truly yours,

Sandbox Property Management LLC

 *Todd Winchek, Managing Member*
By: TODD WINCHEK, Member


By: JOSEPH WINCHEK, Member

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 9, 2013

AGENDA ITEM #

13

ITEM: Amendment to the Zoning Ordinance Article ~~XXI~~ Schedule of Regulations

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 9-5-13

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: It is necessary to remove note (a) of Section 2100 of the Zoning Ordinance which applies to the height requirements of structures in all Zoning Districts. This proposed change has been reviewed and recommended by the City Planner, Chuck Leman. If you concur with these recommended changes, this amendment should be forwarded to the Planning Commission for the required public hearing.

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; promoting the finest in design, amenities and associated infra-structure improvements in all new developments

ACTION REQUESTED: Forward proposed Zoning Ordinance amendment to the Planning Commission for the required public hearing.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Schedule public hearing with Planning Commission and forward comments to the City Council for their recommendation.

COMMISSION RECOMMENDATION: Not required at this time

CITY ADMINISTRATOR'S RECOMMENDATION: *3 Days done*

LEGAL COUNSEL'S RECOMMENDATION: *Approved by Legal.*

MAYOR'S RECOMMENDATION:

OK MM

LIST OF ATTACHMENTS: Current Section and Proposed Amendment to Zoning Ordinance

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 9, 2013

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the Council concurs with the recommendation of the City Engineer regarding amendment to Article XXI – Schedule of Regulations Section 2100 Limiting Height, Bulk, Density and Area by Land Use; Notes to Section 2100; AND

BE IT RESOLVED that the said revision be forwarded to the Planning Commission for the required public hearing.

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	_____

ARTICLE XXI – SCHEDULE OF REGULATIONS

2100 LIMITING HEIGHT, BULK, DENSITY AND AREA BY LAND USE

	Minimum Size Lot per Dwelling		Maximum Height of Structure		Minimum Yard Setback (Per Lot in Feet)			Maximum Percent of Lot Coverage	
						Sides			
Use districts	Area in Sq. Ft.	Width in Ft.	In Stories	In Feet	Front	Least One	Total of Two	Rear	Area of all Structures
RA – One Family Residential	5,000	50	2	30(a)	20(d)	4(b,c) (aa)	12(b,c)	25	35%
RT – One and Two Family Residential	5,000	35	2	30(a)	20(d)	4(b,c) (aa)	12(b,c)	25	35%
RU – Recreation Unit Districts	1,000	20	--	30(r-2)	--	2(s-2)	4(s-2)	10	--
RM-1 – Multiple Family Residential	(e,f)	(e,f)	2	30(a)	20(h,d)	10(h,i)	20(h,i)	25(h,i)	35%
RM-1A – Multiple Family Residential	(f,q)	(f,q,s-1)	3	35(a)	20(d)	5(b,i,r-1)	15(b,i,r-1)	20(h,i)	40%
RM-2 – Townhouse Residential	(e,f)	(e,f)	3(ab)	35(a,ab)	10(d,ac)	7(h)	14(h)	20(h)	38%
RM-3 – Multiple Family Residential	(j)	(j)	8(k)	80(k)	20(d)	3(i,b)	10(i,b)	20(i,l)	40%
OS – Office Services	--	--	2	30	5(m,w)	5(n)	10(n)	10(o)	--
B-1 – Neighborhood Business	--	--	2	30	5(m,w)	5(n)	10(n)	10(o)	--
B-2 – General Business	--	--	4	40	5(m,w,z)	5(n)	10(n)	10	--
CBD – Central Business	--	--	8(p) (ad)	80(p) (ad)	(v,w)	5(n)	10(n)	10	--

Current Requirements

SCHEDULE OF REGS

	<i>Minimum Size Lot per Dwelling</i>		<i>Maximum Height of Structure</i>		<i>Minimum Yard Setback (Per Lot in Feet)</i>			<i>Maximum Percent of Lot Coverage</i>	
						Sides			
<i>Use districts</i>	<i>Area in Sq. Ft.</i>	<i>Width in Ft.</i>	<i>In Stories</i>	<i>In Feet</i>	<i>Front</i>	<i>Least One</i>	<i>Total of Two</i>	<i>Rear</i>	<i>Area of all Structures</i>
I-1 – Industrial	--	--	8	85	20(d,t), (u,x)	5(n,t,x,u)	10(n,u,t,x)	10(o,u,x)	--
I-2 – Industrial	--	--	--	--	20(d,t,u), (x,y)	5(n,t,u,x)	10(n,t,u,x)	10(o,u,x)	--
I-3 – Industrial	--	--	--	--	20(d,t,u,x ,y)	5(n,t,u,x)	10(n,t,u,x)	10(o,u,x)	--
IRO – Industrial / Research / Office	--	--	--	--	20(t,d,u)	5(n,t,u)	10(n,t,u)	10(o,u)	--

SCHEDULE OF REGS

NOTES TO SECTION 2100

- (a) Buildings or parts thereof, not exceeding three (3) percent of the lot area may be erected to a height not exceeding fifty (50) feet, in which case each side yard shall be increased to be equal to one-half (1/2) its height at the thirty (30) foot height level.
- (b) Where a side yard abuts a street, the minimum width of such yard shall be not less than five (5) feet except in the instance of a multiple dwelling such side yard shall not be less than ten (10) feet. A distance of not less than eight (8) feet shall be provided between the dwelling and a dwelling on an abutting lot.
- (c) Any side yard for a principal use or a special use allowed in this district, other than one and two-family dwellings, shall not be less than one-half (1/2) the height of the building at the side yard.
- (d) In a block on one side of the street fifty (50) percent or more occupied, the depth of the front yard need not be more than the average depth of front yards of existing buildings and in no instance more than twenty (20) feet.
- (e) The following minimum lot area per dwelling unit shall be provided:
 - (1) Efficiency unit, one thousand one hundred (1,100) square feet per unit.
 - (2) One-bedroom unit, one thousand six hundred (1,600) square feet per unit.
 - (3) Two-bedroom unit, two thousand two hundred (2,200) square feet per unit.
 - (4) Three-bedroom unit, two thousand eight hundred (2,800) square feet per unit.
 - (5) Four-bedroom unit, three thousand four hundred (3,400) square feet per unit.
- (f) A den or extra room shall count the same as a bedroom. Examples of an "extra room" include, but are not limited to the following: space in a basement, attic or other area that is planned or may be finished at a later date as a loft area, office, library, study, bonus room, an additional family or living room, or other additional room.
- (g) The following minimum lot area per dwelling unit shall be provided:
 - (1) Efficiency unit, six hundred (600) square feet per unit.
 - (2) One-bedroom unit, nine hundred (900) square feet per unit.
 - (3) Two-bedroom unit, one thousand two hundred (1,200) square feet per unit.
 - (4) Three-bedroom unit, one thousand five hundred (1,500) square feet per unit.
 - (5) Four-bedroom unit, one thousand eight hundred (1,800) square feet per unit.
- (h) In all RM-1 and RM-2 Multiple Residence Districts, the minimum distance between any two (2) buildings, excluding buildings where the side yards of each building are directly opposite one another, shall be regulated according to the length and height of such buildings. The formula regulating the required minimum distance between two (2) buildings is as follows:

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING

ARTICLE XXI – Schedule of Regulations SECTION 2100 Limiting Height, Bulk, Density and Area By Land
Use; Notes to Section 2100

CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment.

The following Section of the City of Wyandotte Zoning Ordinance entitled Article XXI – Schedule of Regulations, Section 2100 Limiting height, bulk, density and area by land use; maximum height of structures from all districts, and notes to Section 2100 (a) shall be amended to read as follows:

Section 2100 Eliminate footnote (a) under maximum height of structure from all districts.

Notes to Section 2100 eliminate footnote (a).

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 be published 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

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, 3131 Biddle Avenue, Wyandotte, Michigan, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 9th, 2013

AGENDA ITEM # 14

ITEM: Porch Restoration for the Historic Marx Residence

PRESENTER: Mark Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski, City Engineer

BACKGROUND: On Monday August 19, 2013 proposals were opened and read aloud in the Council Chambers regarding porch restoration for the Historic Marx Residence. Three (3) contractors submitted bids which are attached. One bidder was disqualified for submitting an incomplete bid. The two (2) remaining bidders had a very large gap in their bids.

STRATEGIC PLAN/GOALS: We are committed to historic preservation and legacy initiatives as they are a critical element to the future of the city by establishing a long-term vision and strategy for preservation planning.

ACTION REQUESTED: The undersigned recommends rejecting the two (2) bids and re-bidding the project with a more detailed specification.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account # _____

IMPLEMENTATION PLAN: Reject current bids and rebid the project.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Wypdale

LEGAL COUNSEL'S RECOMMENDATION: W Joh

MAYOR'S RECOMMENDATION: [Signature]

LIST OF ATTACHMENTS:

- Bids

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: Sept. 9th, 2013

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the City Engineer.

To reject the current bids and rebid project, File # 4621.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAY

Fricke

Galeski

Miciura, Jr.

Sabuda

Schultz

Stec

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

FILE #4621
PORCH RESTORATION – MARX RESIDENCE
Monday, August 19, 2013, 2 PM

DMC CONSULTANTS, INC.

13500 Foley Street
Detroit, MI 48227

\$13,245.00 (bond)

PERFECTION PLUS

29901 Fort Street
Brownstown Twp., MI 48173

\$ 3,200.00 (check)

MONSTER CONSTRUCTION

1837 Electric
Wyandotte, MI 48192

\$27,860.00 (check)

cc. Kelly Roberts, Engineer Department (along with the two checks)
✓ Ralph Hope, Engineering Department

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 9, 2013

AGENDA ITEM #

15

ITEM: Purchase Agreement to sell City owned property known as former 534 Orchard

* Specifications on file with Clerk

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski, 9-5-13

BACKGROUND: The former 534 Orchard was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home. David and Sharon Lapp are proposing to construct a one (1) story single family home consisting of approximately 1,626 square feet, 3 bedrooms, 2 baths, full basement and attached garage. The exterior will be brick and vinyl siding.

STRATEGIC PLAN/GOALS: Provide the finest services and quality of life to its residents by:

1. Fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. 2. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The Purchasers will be purchasing this property for \$10,000 which will be placed as a mortgage on the property payable if the property is sold or transferred in any manner within ten (10) years of the date of closing date. Should the property sell or is transferred in any manner before the ten (10) years have expired the entire purchase price plus all closing cost will be due immediately upon sale or transfer to the City of Wyandotte. The mortgage will be executed at time of closing.

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *JD Rydall*

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal.

MAYOR'S RECOMMENDATION:

OK MB

LIST OF ATTACHMENTS: Purchase Agreement and Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 9, 2013

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 534 Orchard is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 534 Orchard to David and Sharon Lapp for the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchasers, David and Sharon Lapp do not undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the commencement of the building construction. Failure to undertake development or complete construction will results in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A Deed Restriction will be placed on the property which will include this contingency; NOW THEREFORE,

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 534 Orchard, between David and Sharon Lapp and the City of Wyandotte for \$10,000 as presented to Council on September 9, 2013.

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	_____

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390

William R. Look
Steven R. Makowski

(734) 285-6500
FAX (734) 285-4160

Richard W. Look
(1912-1993)

PURCHASE AGREEMENT

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

Wyandotte

Wayne

County, Michigan, described as follows:

All of Lots 7 and 8 Block 4 Garfield Place Subdivision L14 P80 WCR being known as the Former 534 Orchard Street, and to pay therefore the sum of Ten Thousand Dollars & 00/100 (\$10,000.00) 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
PROMISSORY NOTE/MORTGAGE SALE**

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of <u>\$10,000.00 plus closing costs to be determined at closing</u> shall be paid by a Promissory Note to the Seller when the above described property is sold, refinanced, foreclosed, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property. Purchaser is responsible to pay for the recording costs of the mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. See Paragraph 13 for terms of mortgage.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close. 4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Purchaser's Default	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Seller's Default	
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____ If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The Broker is hereby authorized to make this offer and the deposit of <u>N/A</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.

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 to the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ _____ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

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

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

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

The closing of this sale shall take place at the office of 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. Additional conditions, if any: See Addendum for additional Paragraphs 12 through 20 and Signatures

IN PRESENCE OF:

Purchaser L. S.

Purchaser L. S.

Address _____
Dated _____ Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____
Phone _____ By: _____
This is a co-operative sale on a _____ basis with _____

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

Seller L. S.

Seller L. S.

Address 3131 Biddle Avenue, Wyandotte
Dated: _____ Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

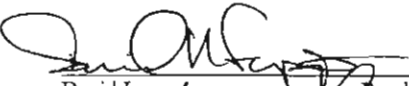
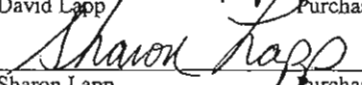
The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

Dated _____
Purchaser L. S.

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

This Agreement is contingent upon the following:

12. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of a single family home, consisting the following features:
 - Approximately 1,626 square feet with 3 bedrooms as indicated on Attachment A.
 - Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2006 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump. See Attachment B.
 - Exterior to be brick and vinyl siding veneers with upgraded vinyl siding material and profiles.
 - Attached garage with upgraded decorative doors with windows. Garage must not extend more than three (3) feet from front living quarters of home.
 - Home must meet all current zoning requirements.
13. The Purchasers will be purchasing this property for \$10,000 which will be placed as a mortgage on the property payable if the property is sold or transferred in any manner within ten (10) years of the date of closing date. Should the property sell or is transferred in any manner before the ten (10) years have expired the entire purchase price plus all closing cost will be due immediately upon sale or transfer to the City of Wyandotte. The mortgage will be executed at time of closing.
14. If plans and unit installed with energy savings systems such as solar systems capable of supplying 1kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water then the City will reduce the balance of the promissory note by \$2,000.
15. This Agreement is further contingent upon the Purchaser undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the commencement of the building construction. Failure to undertake development or complete construction will result in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A Deed Restriction will be placed on the property which will include this contingency.
16. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
17. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee. These charges will be including into the mortgage.
18. Dirt shall be removed from the site at the Purchaser's expense.
19. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
20. This Agreement is subject to the approval of the Wyandotte City Council.


David Lapp Purchaser

Sharon Lapp Purchaser

Dated: 8/28/13

CITY OF WYANDOTTE, Seller

Joseph R. Peterson, Mayor

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

Dated: _____

Legal Department Approval _____

Attachment A



Attachment A

Features of the Proposed Home for 534 Orchard Street Wyandotte, MI

Exterior

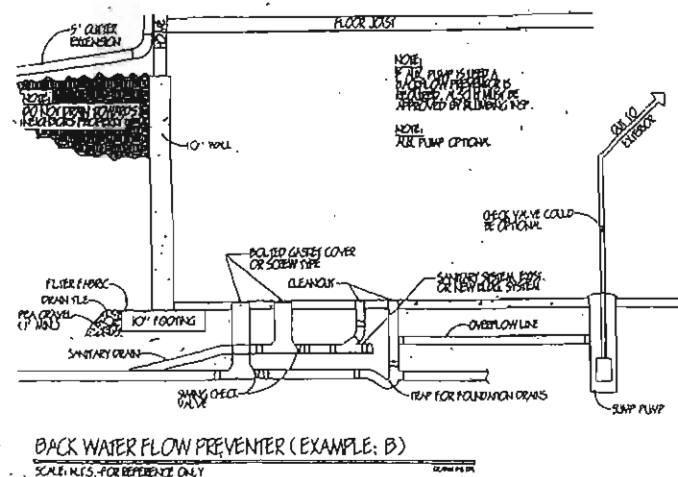
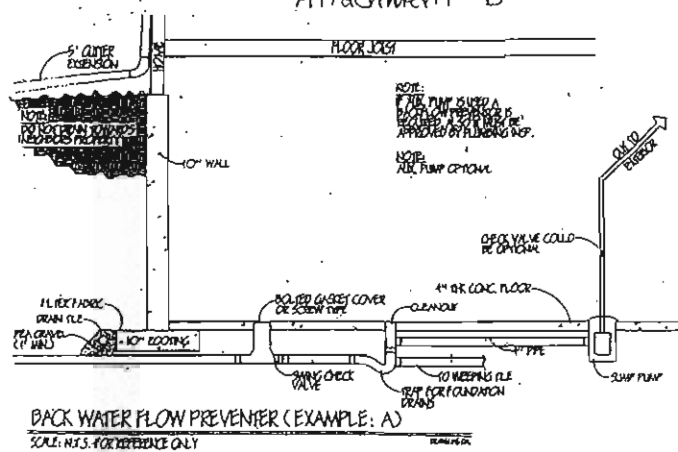
- Brick and Vinyl Siding Veneers. Upgrade Vinyl Siding Material and Profiles
- Maintenance Free Trims
- Covered Porches Front and Rear with Railings
- 2 Car Attached Garage with Upgraded Decorative Doors with Windows
- Energy Efficient Windows and Doors Throughout
- French Doors to Rear Porch
- Decorative Front Door with Sidelites and Transom
- Craftsman Style Elevation
- Upgraded Shingles for Roof

Interior

- Open plan Kitchen/Nook/Great Room
- Use of Green Materials throughout, ie; flooring, cabinetry, etc.
- Possible Direct Vent Gas Fireplace In Great Room
- 10' Ceilings in Main Areas
- 9' Ceilings in Bedrooms
- Deeper Basement
- Hard Surface Flooring in Main Areas
- Carpeting in Bedrooms
- 3 Bedrooms
- 2 full Bathrooms Main Floor, 1 Full Bathroom in Basement
- 1st Floor Laundry Room

Mechanical and Energy Efficiency

- Geothermal Heating and Cooling with Water Pre-heating
- Tyvek Housewrap and Flashings used on Exterior
- Upgraded Insulation in Walls and Ceilings
- LED and CFL Lighting to be used throughout
- Solar activated Fresh Air Skylights with Solar Shades
- Ceiling Fans used throughout all Living Areas



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 9, 2013

AGENDA ITEM #

16

ITEM: Neighborhood Enterprise Zone (NEZ) Certificate for 536 Orchard the Former 534 Orchard

PRESENTER: Mark A. Kowalewski, City Engineer

BACKGROUND: If Council approves the Purchase Agreement for the sale of former 534 Orchard, this property is eligible for NEZ Tax Abatement. Council approved this area in 1992, for the NEZ Tax Abatement. The NEZ is only offered to single family homes which are owner occupied.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objective identified in the City of Wyandotte's Strategic Plan 2010-2015 that identifies a commitment to historic preservation, the establishment of a long-term vision and strategy for preservation planning, and the importance of pursuing external funding of historical and legacy initiatives from federal, state, and private sources.

ACTION REQUESTED: Adopt a resolution concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The buyer will be saving approximately \$14,388 in taxes over a 12 year period with the estimated value of \$100,000 on the home.

IMPLEMENTATION PLAN: Execute application and submit same to the State of Michigan.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Dupdal*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *OK [Signature]*

LIST OF ATTACHMENTS: Application for Neighborhood Enterprise Zone

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: September 9, 2013

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer dated June 3, 2013, regarding the Application for a Neighborhood Enterprise Zone Certificate for the property known as 536 Orchard; AND

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to execute said application for a 12 year Neighborhood Enterprise Zone Certificate.

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	_____

STC Use Only

▶ Application No.

▶ Date Received

Application for Neighborhood Enterprise Zone Certificate

Issued under authority of Public Act 147 of 1992, as amended.

Instructions: Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction. Initially file one original application (with legal description) and two additional copies of this form with the clerk of the local governmental unit (three complete sets). The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

TO BE COMPLETED BY CLERK OF LOCAL GOVERNMENT UNIT (LGU)		
Signature of Clerk		▶ Date received by LGU
LGU Application Number		▶ LGU Code
Part 1: Owner/Applicant Information (complete all fields)		
▶ Applicant Name David and Sharon Lapp		Amount of years requested for exemption 12 years
▶ Location of Facility (Street No., City, State, ZIP Code) 536 Orchard, Wyandotte, Michigan 48192		
<input checked="" type="checkbox"/> City of <input type="checkbox"/> Township of Wyandotte <input type="checkbox"/> Village of		County Wayne
▶ Application is <input checked="" type="checkbox"/> New <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Transfer (1 copy only)		School District where facility is located
Is the building owned or rented by the occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented		▶ School Code
Type of Property <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units		
Name of LGU that established district City of Wyandotte	▶ Name or Number of Neighborhood Enterprise Zone NEZ #2	▶ Date district was established 12/07/1992
Identify who the work was completed by <input type="checkbox"/> Licensed Contractor <input checked="" type="checkbox"/> Other Owner		Estimated Project Cost (per unit) \$175,000
Describe the general nature and extent of the rehabilitation or new construction to be undertaken. <u>Include Breakdown of Investment Cost</u> (use attachments if necessary) new single family home approx. 1,626 sq. ft. with full basement and attached garage		
Timetable for undertaking and completing the rehabilitation or construction of the facility. START BY MARCH 2014 Complete by SEPTEMBER 2014		
Part 2: Applicant Certification		
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.		
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.		
▶ Contact Name David Lapp		Contact Telephone Number 313-949-9542
Contact Fax Number		Contact E-mail Address dlapp@level5.com
Owner/Applicant Name DAVID & SHARON LAPP		Owner/Applicant Telephone Number 313-949-9542
Owner/Applicant Signature 		Date 9/28/13
▶ Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) 351 Plum St. Wyandotte, MI 48192		Owner/Applicant E-mail Address dlapp@level5.com

Part 3: LOCAL GOVERNMENT ACTION	
LGU Clerk must complete this section before submitting to the State Tax Commission	
Action taken by LGU: <input type="checkbox"/> Abatement Approved for ____ Years (6-15) <input type="checkbox"/> Abatement Approved for ____ Years (11-17 historical credits) <input type="checkbox"/> Denied (include Resolution Denying)	The State Tax Commission requires the following documents be filed for an administratively complete application: <input type="checkbox"/> 1. Original Application <input type="checkbox"/> 2. Legal description of the real property with parcel code number <input type="checkbox"/> 3. Resolution approving/denying application (include # of years) <input type="checkbox"/> 4. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.
► Date of Resolution Approving/Denying this application	LGU Name
Part 4: LOCAL GOVERNMENT CERTIFICATION	
LGU Clerk must complete this section before submitting to the State Tax Commission	
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.	
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.	
Print Clerk Name	Clerk Telephone Number
Clerk Fax Number	Clerk E-mail Address
Clerk's Mailing Address (Street, City, State, ZIP Code)	
Clerk Signature	Date

LGU mail original completed application and required documents to:

State Tax Commission
 Michigan Department of Treasury
 P.O. Box 30471
 Lansing, MI 48909-7971

Note: Additional documentation will be required for the issuance of the certificate of exemption. These documents should be sent directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to your LGU Clerk.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 9, 2013

AGENDA ITEM # 17

ITEM: City Purchasing 1757 8th Street, 430 Maple, and 313 & 315 Superior, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The TIFA budget appropriates funding to acquire and demolish eyesores in the TIFA District Area. These properties are eyesores in the neighborhood and are located in the TIFA District. The property at 1757 8th Street is 55' x 101' is be purchased for \$16,000.00, the property at 430 Maple is 50' x 140' is be purchased for \$30,000.00 and the property at 313/315 Superior is 50' x 150' is being purchased for \$25,000.00. All properties are large enough for the construction of a new single family home and will be marketed for the development of a new single family home.

STRATEGIC PLAN/GOALS: City is committed to maintaining and developing excellent neighborhoods by enabling and empowering neighborhood organizations and associations, matching tools and efforts to the conditions in city neighborhoods, tracking infrastructure conditions in all neighborhoods. The city will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement, continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas

ACTION REQUESTED: Approve the Purchase Agreement for the City to acquire both properties and authorize the Mayor and City Clerk to execute same.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 492-200-850-519 Land Acquisition.

IMPLEMENTATION PLAN: Mayor and City Clerk execute the Purchase Agreement. Close on the property and demolish property.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Shuydale*

LEGAL COUNSEL'S RECOMMENDATION: *w look*

MAYOR'S RECOMMENDATION: *pk mm*

LIST OF ATTACHMENTS: Acquisition Tool, Purchase Agreements.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 9, 2013

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the properties at 1757 8th Street in the amount of \$16,000.00, 430 Maple in the amount of \$30,000.00, 313/315 Superior in the amount of \$25,000.00 to be appropriated from TIFA Area Funds; AND

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

BE IT RESOLVED that William R. Look, City Attorney is authorized to execute closing documents for the purchase of the properties at 1757 8th Street, Wyandotte, 430 Maple, Wyandotte and 313/315 Superior, Wyandotte on behalf of the Mayor and City Clerk; AND

BE IT RESOLVED that these properties will be marketed for the development of a new single family home; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

**CITY OF WYANDOTTE
ENGINEERING DEPARTMENT**

*** ACQUISITION ANALYSIS TOOL**

A. Property Information

Address: 1757 8th Street
 City: Wyandotte Zip: 48192 Parcel ID # 57-006-08-0142-30
 County: Wayne
 Neighborhood:
 TIFA/DDA/HUD: TIFA

B. Property Type, Condition and Characteristics

Property Type: Condition: Blighted
 Existing/Prior Use: Residential
 Year Built: 1924 Lot Size: 55' x 101
 Occupancy: Vacant
 Zoning: Residential
 Master Plan:
 Comply with existing Building Code:
 Other Amenities &/or Concerns:

C. Property Ownership

Ownership Type: Privately-owned
 Owner Name: Eula Ruby Bennett
 Occupied or Vacant: vacant

D. Environmental

Environmental Assessment Required
 Estimated Cost \$ -

E. Cost Analysis Requirements

SEV	Taxable	Market Value	Taxes Paid	Purchase Price	Demolition Cost
\$19,600	\$19,600	\$39,200	\$1,417	\$ 16,000.00	\$ 5,000.00

F. Anticipated End Use

Future Use: Sell for the construction of a new single family home

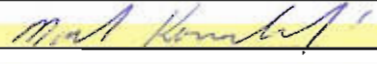
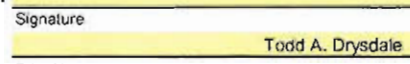
Future SEV	Future Taxable	Future Market Value	Future Taxes	NEZ Future Taxes
\$50,000	\$50,000	\$100,000	\$2,250	no

Benefit to Neighborhood: removing an eyesore from the neighborhood
 If Property is not being demolished assigned to:
 Add to City Insurance Policy

G. ACQUISITION

Purchase Agreement:	Amount
Demolition Cost	\$ 16,000.00
Environmental	\$ 5,000.00
Total	\$ 21,000.00

H. APPROVALS

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

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390

William R. Look
Steven R. Makowski

(734) 285-6500
FAX (734) 285-4160

Richard W. Look
(1912-1993)

OFFER TO PURCHASE REAL ESTATE

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

{ City
Township of
Village

Wyandotte, Wayne County, Michigan, described as follows:
Lot 142 also Lot 143 except the south 5.0 feet thereof Ebert's Ford City Subdivision as recorded in Liber 33, Page 55 Wayne
County Records

_____ being known as
_____ 1757 8th Street, together with all improvements and appurtenances,
including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna,
gas conversion unit and permit _____ if any, now on the premises, and to pay
therefore the sum of Sixteen Thousand (\$16,000.00) Dollars, subject to the existing building and use restrictions, easements,
and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY: A

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

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

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

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, <i>Fiscal Year</i> applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The seller is hereby authorized to accept this offer and the deposit of <u>0</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered in the purchaser a written statement issued by the Federal Housing Commissioner

setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ _____ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

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

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

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

The closing of this sale shall take place at the office of _____.

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

Additional conditions, if any: 1. Contingent upon City Council approval, 2. Seller agrees not to enter into any third party agreements including with any telecommunications companies wishing to install equipment on said property prior to closing 3. Closing to take place after October 1, 2013

City of Wyandotte:

IN PRESENCE OF:

JOSEPH R. PETERSON, Mayor L. S. Purchaser

WILLIAM R. GRIGGS, Clerk L. S. Purchaser

Address _____

Dated _____

Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

Broker

Phone _____

By: _____

This is a co-operative sale on a _____

basis with _____

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

IN PRESENCE OF:

Eula Ruby Bennett L. S. Seller
EULA RUBY BENNETT

L. S. Seller

Address 1631 Richmond L.P 48146

Dated: _____

Phone 313-388-1589

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____

L. S. Purchaser

175	276	277	278	279	280	281
"	"	"	"	"	30	40.84

[illegible]

55	54	53	52
----	----	----	----

**CITY OF WYANDOTTE
ENGINEERING DEPARTMENT**

*** ACQUISITION ANALYSIS TOOL**

A. Property Information

Address: 430 Maple
 City: Wyandotte Zip: 48192 Parcel ID # 57-015-27-0011-001
 County: Wayne Neighborhood:
 TIFA/DDA/HUD: TIFA

B. Property Type, Condition and Characteristics

Property Type: Condition: Blighted
 Existing/Prior Use: Residential
 Year Built: 1865 Lot Size: 50' x 140'
 Occupancy: Vacant
 Zoning: Residential
 Master Plan:
 Comply with existing Building Code:
 Other Amenities &/or Concerns:

C. Property Ownership

Ownership Type: Privately-owned
 Owner Name: Donald Kaul
 Occupied or Vacant vacant

D. Environmental

Environmental Assessment Required
 Estimated Cost \$ -

E. Cost Analysis Requirements

SEV	Taxable	Market Value	Taxes Paid	Purchase Price	Demolition Cost
\$42,500	\$42,500	\$85,000	\$2,204	\$ 30,000.00	\$ 7,000.00

F. Anticipated End Use

Future Use: Sell for the construction of a new single family home

Future SEV	Future Taxable	Future Market Value	Future Taxes	NEZ Future Taxes
\$50,000	\$50,000	\$100,000	\$2,250	no

Benefit to Neighborhood removing an eyesore from the neighborhood

If Property is not being demolished assigned to:

Add to City Insurance Policy

G. ACQUISITION

Purchase Agreement:	Amount
Demolition Cost	\$ 30,000.00
Environmental	\$ 7,000.00
Total	\$ 37,000.00

H. APPROVALS

City Engineer

Signature

Mark A. Kowalewski

City Engineer

Print Name

Title

City Administrator

Signature

Todd A. Drysdale

City Administrator

Print Name

Title



Re/Max Innovation
13219 Eureka, Southgate, Michigan 48195
Phone (734) 246-2200 Fax (734) 246-7990

CONTRACT TO PURCHASE

Listing Office: RE MAX INNOVATION
Selling Office: RE MAX INNOVATION

SELLING AGENT is acting as ☒ *Seller Agent* SUB AGENT ☐ DUAL AGENT BUYER AGENT ☐ TRANSACTION COORDINATOR

1. PROPERTY DESCRIPTION Buyer agrees to buy from Seller the property located at **430 MAPLE, City of WYANDOTTE,**

Wayne County, Michigan and legally described as **LOT 11, PART OF WYANDOTTE, BLOCK 125 WCR.**

TAX ID# 57015270011000, Liber 1, Page 56

The property includes all building, gas, oil and mineral rights owned by the Seller, plumbing, heating and electrical fixtures; built-in appliances; water softener and alarm system (unless rented); water pumps and pressure tanks; stationary laundry tubs; radio and television antenna, satellite dishes and any mechanical controls, shades, shutters, window blinds and window treatment rods; attached floor coverings, attached fireplace doors and screens; garage door openers and controls; screens, storm windows and doors; landscaping, fences and mailboxes, and n/a if any, now on the premises, but does not include n/a.

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

2. SALES PRICE: The Sales price is (spell out) **THIRTY THOUSAND DOLLARS Dollars (\$30,000.00)**

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

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

4. CLOSING DATE: The Buyer agrees to complete the sale within ten days after delivery of the commitment of title insurance; however, if the sale is dependent upon the Buyer acquiring financing, then the closing will be as soon as the mortgage application is approved, a closing date obtained from the lender, and, if applicable, a final inspection of the property approved by the Veterans Administration or FHA. The closing of this sale shall take place ~~on or before~~ October 1, 2013. BUT NO LATER THAN Dec 1, 2013 *OK* AFTER

5. OCCUPANCY: Seller will give occupancy as follows:

☒ Immediately at closing.

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

DISCLAIMER: THIS FORM IS PROVIDED AS A SERVICE OF MICHIGAN TITLE INSURANCE AGENCY, INC. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. MICHIGAN TITLE INSURANCE AGENCY, INC. is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

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

Purchasers _____ Sellers *OK* _____

**Re/Max Innovation**

13219 Eureka, Southgate, Michigan 48195
 Phone (734) 246-2200 Fax (734) 246-7990

6. **DEPOSIT:** The Broker is hereby authorized to present this Contract to the Seller, and to accept as a licensed agent, an earnest money deposit of ~~\$0.00~~ **\$0.0** paid in the form of Personal Check which shall be held by Broker under MCL339.2515 (j) (iv) and applied on the purchase price if sale is consummated.
7. **CLOSING COSTS:** Unless otherwise provided in this contract, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this contract, Buyer shall pay the cost of recording the deed and/or security instruments and all application fees and closing costs required by mortgage, except where prohibited by law.
8. **TITLE INSURANCE:** As evidence of title, Seller agrees to furnish Buyer prior to closing a Commitment for a Policy of Title Insurance, issued by MICHIGAN TITLE INSURANCE AGENCY, INC. in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title condition required for the performance of this contract. In the event that the Purchaser secures a new mortgage it is agreed and understood that the Mortgage Policy will also be issued by MICHIGAN TITLE INSURANCE AGENCY, INC. at the simultaneous rate. Said Commitment of Title Insurance shall be converted to a Policy of Title Insurance subsequent to closing and forwarded to Buyer as soon as all necessary documents have been processed and recorded to cause the issuance of a Policy of Title Insurance. If written objection to the title is made, that the title is not in the condition required for performance, the Seller shall have 30 days from the date he is notified to: 1) remedy the title, or 2) to refund deposit in full termination of this contract.
9. **BUYER AND SELLER** hereby acknowledge disclosure of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage, or life, fire, theft, flood, title, or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by Michigan Real Estate Law and Regulations.
10. **DEFAULT:** The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties. Failure to perform by either party shall constitute a breach of this Contract to Purchase. In the event of a default by the Seller hereunder, the Buyer may, at Buyer's option, elect to enforce the terms hereof or demand and be entitled to an immediate refund of Buyer's entire Deposit in full termination of this contract. In the event of a default by the Buyer hereunder, the Seller may, at Seller's option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. Brokers shall not be parties to any action taken to enforce the contract; Broker shall hold deposit (in trust, but without interest) until the dispute is finally resolved, either through an interpleader action in court or through arbitration/mediation, or a written release of the Contract to Purchase is signed by all parties.
11. **AS IS:** Buyer understands that Buyer is purchasing a used structure in "AS-IS" condition.
 (A) Buyer has examined the premises and is satisfied with its condition.
 (B) Broker and Broker's agents are not contractors and cannot make any representations regarding the physical condition of the premises.
 (C) Buyer has not relied on any representation of the Broker or Broker's Agents.
 (D) Buyer hereby knowingly waives, releases and relinquishes any and all claims or causes of action against Broker and Broker's agents arising out of the condition of the property or arising out of the performance of this Contract to Purchase.
12. **MERGER CLAUSE:** This Contract to Purchase supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto and Brokers (other than the Listing/Commission Agreement) and no oral presentations or statements shall be considered a part thereof.
13. **TIME:** ALL PARTIES AGREE THAT TIME IS OF THE ESSENCE IN PERFORMANCE OF THIS CONTRACT TO PURCHASE. No extension of time or amendments to this Contract to Purchase will be binding unless specifically agreed to in writing and signed by the parties to the Contract to Purchase.
14. **WALK THROUGH:** Buyer shall have the right to walk through the premises within 48 hours of closing and/or vacating, by appointment.
15. **MAINTAIN PREMISES:** Seller agrees to maintain premises in the same condition as existed at acceptance of the contract until possession is delivered to Buyer. Upon vacating, Seller will clear home of all rubbish, debris and personal belongings.
16. **MUNICIPALITY INSPECTION:** If the municipality where the property is located requires inspection upon sale, Seller will order and pay for necessary inspections and pay for required repairs, if any, to obtain written approval of municipality. If Buyer assumes any of these responsibilities, see Additional Conditions.

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Purchasers _____ \ _____

Sellers  \ _____

**Re/Max Innovation**13219 Eureka, Southgate, Michigan 48195
Phone (734) 246-2200 Fax (734) 246-7990

17. BUYERS AND SELLERS, collectively and individually, agree that information concerning Seller's concessions, if any, related to the sale and purchase of the property can be disseminated through the Multiple Listing Service.

18. SELLER'S DISCLOSURE STATEMENT: Buyer acknowledges receipt of the Seller's Disclosure Statement as of DATE N/A TIME _____. Seller hereby gives permission to disseminate the Seller's Disclosure Statement to lender, appraiser, municipality, etc.

19. TAXES: All taxes currently due and payable shall be paid by Seller. Taxes which first became due and payable within one year prior to closing shall be prorated and adjusted as of date of closing in accordance with due date (which is in an advance basis). All assessments that have become due and payable or have become a lien on the land, whether recorded or not recorded, as of the date of this closing of this agreement shall be paid by the Seller. Tax bills and assessments that shall be issued after closing and become due and payable after the date of closing shall be the responsibility of the Buyer.

(a) Seller HAS / HAS NOT / filed the Principal Residence Exemption Form.

(b) Broker shall retain from the Seller at closing a minimum of \$200.00 for water charges. Seller shall obtain a final water bill upon vacating premises, all water adjustments shall be made as of that date.

(c) Interest on Land Contract or mortgages, rents, condominium or association dues shall be prorated as of the date of closing.

20. PRIVATE HOME INSPECTION: Buyer and Seller acknowledges that buyer has the right and duty to inspect the premises or have them inspected by a licensed contractor or professional home inspector of Buyer's choice and at Buyer's expense to determine if any defects exist in the premises. Buyer is aware that any reference to the square footage of the real property or improvements thereon is approximate. If square footage is a material matter to the Buyer, it must be verified by Buyer during the inspection period. (NOTE: Inspections required by FHA, VA, lenders or municipalities are not made for, nor shall they be relied upon by Buyer.) Buyer DOES / DOES NOT / (initial one) choose to have the premises inspected. If Buyer chooses to have premises inspected, Buyer shall order and have said inspection completed within five (5) calendar days of Seller's acceptance of this Contract to Purchase. If the inspector's findings are not satisfactory to Buyer, Buyer shall notify the Seller or Seller's Listing Agent in writing within two (2) days of completion of inspection. Delivery of this written notification by the Buyer to Seller or Seller's Listing Agent shall render the Contract to Purchase void and the earnest money deposit shall be returned in full upon written release of Contract to Purchase signed by all parties. IN THE EVENT BUYER FAILS TO NOTIFY THE SELLER, THIS CONTINGENCY SHALL BE DEEMED REMOVED AND THE CONTRACT TO PURCHASE SHALL CONTINUE IN FULL FORCE AND EFFECT.

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

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

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

22. ARBITRATION: Any dispute between the undersigned parties, or any of them, about or relating to the condition of the property covered by the Contract to Purchase including claims of fraud, misrepresentation, warranty and negligence, shall be settled by binding arbitration. Construction Arbitration Services, Inc. (CAS) shall be the arbitration service provider.

The rules, in effect at the time the Demand for Arbitration is filed, adopted by CAS, and the Michigan Association of Realtors, shall govern the proceeding(s). This Agreement shall survive the delivery of the deed or contract for deed in the Contract to Purchase. The Parties to this Contract to Purchase acknowledge that they have been advised of the arbitration provisions and voluntarily agree to the arbitration provisions.

Seller's Signature Declined Seller's Signature

OK Buyer's Signature Buyer's Signature

Listing Broker Selling Broker

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

☒ ADDITIONAL CONDITIONS: THIS SALE IS SUBJECT TO THE APPROVAL OF THE MAYOR AND COUNCIL FOR THE CITY OF WYANDOTTE: SINCE THE HOME IS VACANT AND WILL REMAIN VACANT, AND IS BEING SOLD FOR DEMOLITION, NO CITY INSPECTION NOR SELLER DISCLOSURE STATEMENT WILL

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Purchasers \ Sellers \



Re/Max Innovation
13219 Eureka, Southgate, Michigan 48195
Phone (734) 246-2200 Fax (734) 246-7990

☒ **BE REQUIRED OF SELLER. SELLER AGREES NOT TO RENT OR LEASE ANY PORTION OF THE SUBJECT PROPERTY.**

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

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

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

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

IN THE PRESENCE OF: N/A Agent ID# _____
Print Agent's Name _____

☒ Buyer's Signature _____

THE CITY OF WYANDOTTE, MI.
Print Buyer's Name

☒ Buyer's Signature _____

Print Buyer's Name

☒ DATED _____ TIME _____ Address: _____

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

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

RE MAX INNOVATION, Broker, by _____

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

This is a cooperative sale on a N/A % basis with LISTING OFFICE

IN THE PRESENCE OF: Charles L. Mix Agent ID# 368811
Print Agent's Name CHARLES L. MIX

☒ Seller's Signature Donald M. Kaul
SUCCESSOR TRUSTEE

DONALD KAUL, SUCCESS TRUSTEE OF
Print Seller's Name

Seller's Signature

THE THELMA M. SARADOS TRUST
Print Seller's Name

DATED AUGUST 19, 2013 TIME N/A Address: 447 MAPLE, WYANDOTTE, MI. 48192

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

DATED _____ TIME _____ / _____

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Purchasers _____ Sellers DK



THE DOWN River Association of REALTORS

Western Wayne Oakland Association of REALTORS®

EXCLUSIVE RIGHT TO SELL CONTRACT



REALTOR/BROKER FIRM: Re Max INNOVATION
Address of Firm: 13219 Eureka
Southgate, MI 4806
Phone#: 734 246-2200

SELLER'S NAME: Don Kaul Suc Trustee
Seller's Home Address: 447 Maple Wy.
Phone#: Home _____ Bus. _____

1. **CONSIDERATION AND TERM OF CONTRACT:** This Agreement is entered into this 19 day of August, Year 2013 by and between the above mentioned REALTOR/BROKER ("THE REALTOR/BROKER") and the above mentioned SELLER(S) ("the SELLER") in consideration of the agreement of the REALTOR/BROKER to market the Property hereinafter described and to use the best efforts to find a BUYER, the SELLER grants to the REALTOR/BROKER the exclusive right to sell the Property from 8-19-13 to 11:59 PM on 12-2-13.

2. **PROPERTY DESCRIPTION:** ☒ Residential ☐ Condominium ☐ Multi-Family ☐ Commercial/Industrial ☐ Vacant ☐ Other _____
Property is located in the _____ County of Wayne, Michigan, commonly known as (street address) 430 Maple (city) Southgate (zip code) 4806 Legal Description: Lot 11 Part of Subdivided Block 125 L.P.A.S.

(the "Property"). This Property is being sold together with all improvements and appurtenances, if any, now in or on the premises including all buildings, fixtures, built in appliances, all window treatments including hardware, attached floor coverings, attached fireplace doors, screens, gas logs, garage door opener and controls, screens, storm windows and doors, landscaping, fences and mailboxes. All ceiling fans, alarm system, radio and television antennas, rotors and controls, water softener (unless rented), water pumps, pressure tanks, fuel in tank, incinerator, if any, and gas, oil and mineral rights owned by SELLER and N/A.

SELLER excludes the following items: N/A

3. **PRICE/TERMS:** SELLER agrees to sell the Property for the sum of \$ 30,000 to be paid in cash, upon terms specified in the MLS LISTING FORM, of this contract or upon such terms and conditions as the SELLER may hereafter accept. SELLER to deliver possession not later than 8 days after closing of the sale, subject to the rights of tenants. Should SELLER not deliver possession of the Property at the closing, SELLER shall be required to pay a daily rate of \$ 950.00 for such other terms and conditions as the SELLER may hereafter accept.

4. **COMMISSION:** SELLER agrees to pay the REALTOR/BROKER a commission of \$ 950.00 of the sale price upon the consummation of the sale. The commission will be due and payable if a BUYER is obtained for the Property by anyone, including the SELLER, during the term of this contract at the price and terms set forth herein, or upon any other price and terms agreed upon by the SELLER. FURTHER, said commission will be paid if:

- the SELLER refuses to sell when a ready, willing and able BUYER is produced at price and terms.
- the SELLER refuses or is unable to complete a sale pursuant to the terms of a duly executed Offer To Purchase, Purchase Agreement, Contract of Sale, or such other equivalent agreement signed by SELLER.
- the SELLER, or anyone, sells or enters into a contract to sell or receives a deposit within N/A days from the termination or expiration of this contract to anyone to whom the Property has been shown or who has learned of the Property because of the REALTOR/BROKER'S efforts during the term of this contract; PROVIDED, HOWEVER, the SELLER will not be obligated to pay such commission if the Property is sold through another licensed real estate broker who is paid a commission or fee during this protection period.

It is agreed that the word "sale" shall include a trade or exchange and that a commission will be due at the agreed upon amount or percentage of the exchange or trade value, as the case may be, and that in the event of a trade or exchange, the REALTOR/BROKER is authorized to receive a commission or fee from both parties to the transaction provided disclosure thereof is made to all parties.

5. **DEFAULT:** If a sale is not consummated because of the SELLER'S refusal to perform, then the full commission shall be due and payable upon such refusal. If a sale is not consummated because of the BUYER'S failure to perform and the deposit made is forfeited, SELLER agrees that N/A % of the deposit, not to exceed the full commission, shall be retained by the REALTOR/BROKER in full payment for service rendered in this transaction.

6. **OPTION:** The SELLER agrees that the commission will be due and payable to the REALTOR/BROKER if the SELLER enters into an option to purchase during the term of this contract or the protection period as provided upon the consummation of the sale/purchase pursuant to the option. If option is exercised and consummated, the agreed upon commission will be paid to the REALTOR/BROKER on the option amount.

7. **CONSIDERATION NEGOTIATION:** The SELLER and the REALTOR/BROKER acknowledge that they have negotiated the consideration contracted hereunder between themselves and that the commission to be paid by the SELLER in consideration of services to be performed by the REALTOR/BROKER and commission to be paid was not fixed, controlled, recommended or maintained by any other person(s) or entity not a party to this contract.

8. **MULTILIST/COOPERATION:** The SELLER acknowledges that the services of the Multiple Listing Service(s), and the offering of cooperation and compensation to other Participants has been fully explained and the REALTOR/BROKER is authorized to multiple list the Property, and the Cooperating BROKER may represent the BUYER even though paid by REALTOR/BROKER.

The SELLER authorizes the REALTOR/BROKER to provide to the Multiple Listing Service(s) such information as they may require including but not limited to timely notice of status changes in this contract and sales information including selling price and terms upon the acceptance of an Offer to Purchase or anytime after closing. The Multiple Listing Service(s) is authorized to disseminate the information according to its rules and regulations. The SELLER and REALTOR/BROKER release the Multiple Listing Service(s) from any liability for errors and omissions in the listing information disseminated. The SELLER authorizes the REALTOR/BROKER to offer cooperation as provided by the Multiple Listing Service(s) either through the Multiple Listing Service(s) or otherwise and to offer compensation to the cooperating Broker. It is understood that compensation paid to a cooperating BROKER will be paid from the commission due the REALTOR/BROKER, and will be in the amount of \$ N/A as stated on the MLS Listing form, or as otherwise agreed in writing.

9. **AGENCY:** SELLER acknowledges that the REALTOR/BROKER has explained to SELLER the REALTOR/BROKER policy on agency, disclosed to SELLER the different types of real estate agency relationships, and that REALTOR/BROKER will be acting as the agent for the SELLER. Receipt of an Agency Disclosure is acknowledged by SELLER.

SELLER further grants the REALTOR/BROKER the authorization to act as a disclosed dual agent in the event any licensee of the REALTOR/BROKER procures a BUYER who has contracted with the REALTOR/BROKER as BUYER'S agent.

SELLER authorizes REALTOR/BROKER to show potential BUYER'S properties other than the SELLER'S Property and provide BUYER'S with information on selling prices in the area.

10. **TITLE:** SELLER represents the title Property to be good and marketable, and SELLER will execute and deliver a Warranty Deed, Land Contract, or other instrument of assignment or conveyance as shall be required. By agreement on subsequent Purchase Agreement, SELLER will furnish an owner's title insurance policy with standard exceptions. Any deed required shall have full covenants of warranty and conveyance thereunder and shall be free of all encumbrances and liens except restrictions, easements, reservations and covenants of record and (e.g. special assessments).

11. **SHOWINGS:** REALTOR/BROKER is hereby authorized to photograph the Property and publish such photographs, retain a key, and cause a sign to be erected on the Property and to remove all other "for sale" signs. REALTOR/BROKER shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours.

ADVERTISING: REALTOR/BROKER is authorized to place Property information on the Internet and to otherwise advertise the Property for sale.

SELLER disclaims and holds harmless BROKER and BROKER'S agents and subagents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of the showing of SELLER'S home pursuant to this listing.

12. **LOCK BOX:** The REALTOR/BROKER ☒ is ☐ is not authorized to attach a lock box to be used for the purposes of storing keys that provide access to the Property by authorized persons. SELLER acknowledges that the lock box is not a security system and agrees to release and hold harmless REALTOR/BROKER and any agents or subagents of REALTOR/BROKER from any liability whatsoever arising from the use of the lock box to provide access to the Property.

13. **MARKET:** Upon SELLER'S written acceptance of the terms of any Offer to Purchase, Purchase Agreement, Contract of Sale, or equivalent, the REALTOR/BROKER shall not continue to market the Property nor present any other offers received after the time of acceptance.

14. **REFERRAL:** SELLER agrees to refer to REALTOR/BROKER all inquiries concerning the Property during the period of this contract.

15. **CITIZENSHIP:** SELLER is a United States citizen ☒ yes ☐ no

16. **HEIRS:** This contract shall bind the heirs, personal representatives, administrators, executors assigns and successors of the respective parties.

17. **NON-DISCRIMINATION:** It is agreed by REALTOR/BROKER and SELLER that discrimination because of race, religion, color, national origin, sex, marital status, age, height, weight, or physical or mental disability, or familial status, with the sale of the subject Property is PROHIBITED.

18. **INFORMATION:** SELLER agrees to provide REALTOR/BROKER or BUYER with all information required by any law.

19. **MARKETABLE TITLE:** The SELLER(S) represent and warrant that they use the exclusive abilities of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth.

20. **BINDING CONTRACT:** This contract shall be binding upon execution by SELLER(S) or SELLER(S) agents and REALTOR/BROKER or the agent of the REALTOR/BROKER.

21. **OTHER:** Seller Agrees to Pay Re Max INNOVATION a \$200. processing fee at Closing

22. **ACKNOWLEDGMENT:** The SELLER has read, acknowledge, and accept the terms of this contract and has received a completed copy of this contract.

Being sold to the City for Demolition, Thus NOT Being placed in the MLS.

REALTOR(S) Charles L. Mix Date _____
(Name and Address) Re Max INNOVATION
447 Maple Wy.

SELLER Donald Kaul Date 8-19-13
(Name and Address) Successor Trustee of
The Thelma M. Sarados Trust
(SELLER) 447 Maple Wy. MI 48062
(Name and Address) _____
Social Security # _____

TO REORDER THIS FORM
CALL: (248) 478-1700

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.
- (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

Charles L. Mix

Date

8-19-13

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**

Potential ☐ Buyer ☒ Seller (check one)Donald M. Kaul

Date

8-19-13Potential ☒ Buyer ☐ Seller (check one)City of Wyandotte

Date

ALL PARTIES UNDERSTAND THAT Charles L. Mix is ACTING ON BEHALF OF THE SELLER ONLY AS A SELLER AGENT. HOWEVER ALL PARTIES UNDERSTAND THAT Charles L. Mix is a Member of The TAX INCREMENT FINANCE AUTHORITY for The City of Wyandotte

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.

LEAD-BASED PAINT SELLER'S DISCLOSURE FORM

Property Address 430 Maple
Wyandotte MICHIGAN
City, Village, Township

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's Disclosure (Initial)

☒ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

☒ (b) Records and reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 8-19-13 Seller(s) Donald M. Kaul
Successor Trustee

II. Agent's Acknowledgment (Initial)

☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: 8-19-13 Agent Charles J. Miller

III. Purchaser's Acknowledgment (Initial)

☐ (a) Purchaser has received copies of all information listed above.

☐ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

☐ (c) Purchaser has (check one below):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: _____ Purchaser(s)
 Date: _____

ESTIMATED PROCEEDS DUE SELLER

Property Address: 430 Maple Wyandotte, MI

SALE PRICE\$ 30,000

PRORATION OF TAXES\$ UNKNOWN

TOTAL\$ 130,000

ESTIMATED EXPENSES OF SALE

PAYOFF OF EXISTING MORTGAGE\$?

PAYOFF OF EXISTING 2ND MORTGAGE\$?

BROKER FEE- Marketing & Advertising\$ 950

TITLE INSURANCE\$ 410

PROCESSING FEE\$ 200.00

STATE TRANSFER TAX & 8.60 per \$1,000\$ 258

POINTS\$ _____

UNPAID TAXES OR ASSESSMENTS\$ _____

TERMITE INSPECTION Government only\$ _____

DOC PREP FEE Government only\$ _____

CLOSING FEE Government only\$ _____

UNDERWRITING FEE Government only\$ _____

CITY INSPECTION FEE if required\$ _____

HOME WARRANTY\$ ~~450~~

OTHER\$ MISC

OTHER\$ 100

SUB TOTAL COSTS\$ _____

ESCROW ITEMS

OCCUPANCY CHARGES\$ 0

WATER ESCROW\$ 300

SUB TOTAL ESCROW\$ _____

GRAND TOTAL COSTS\$ 2,218

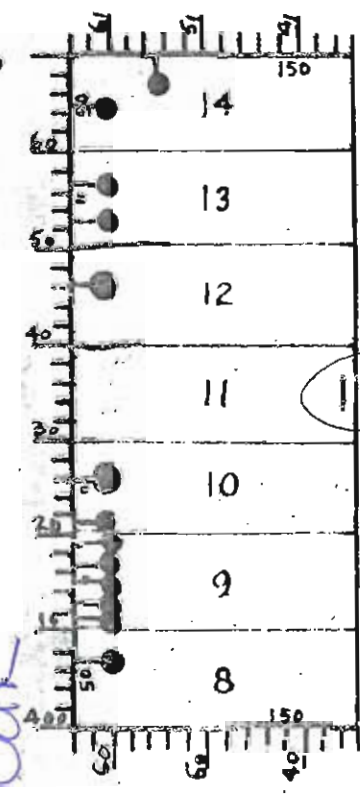
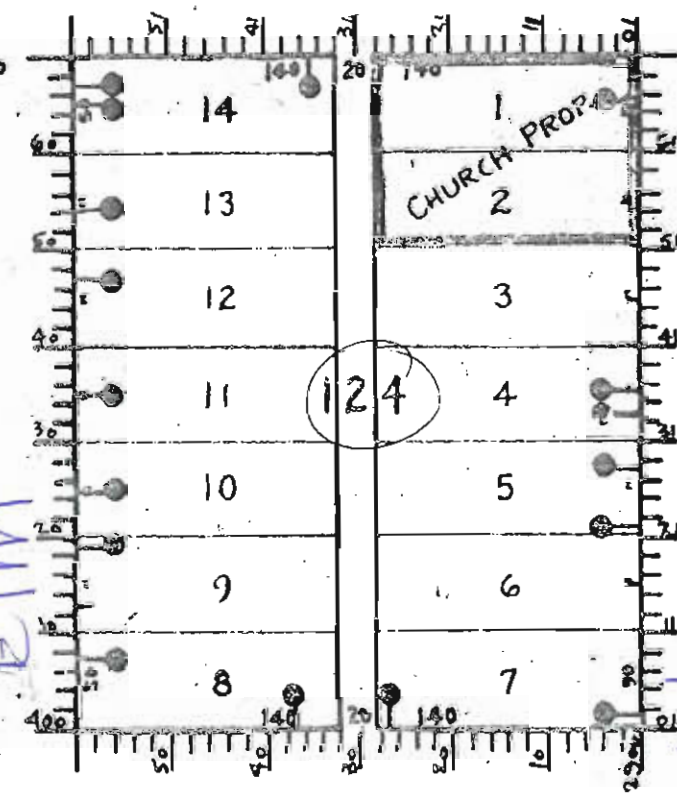
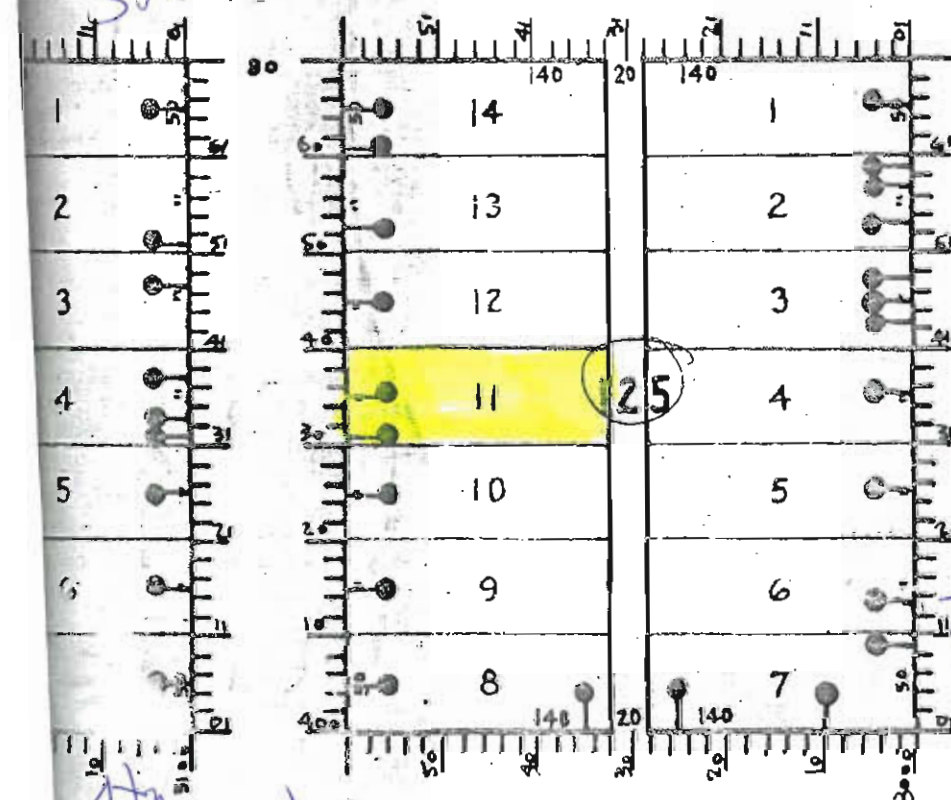
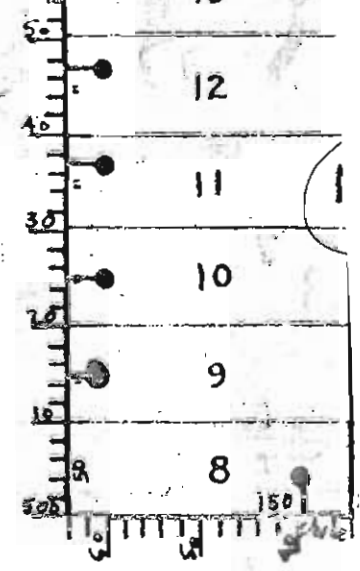
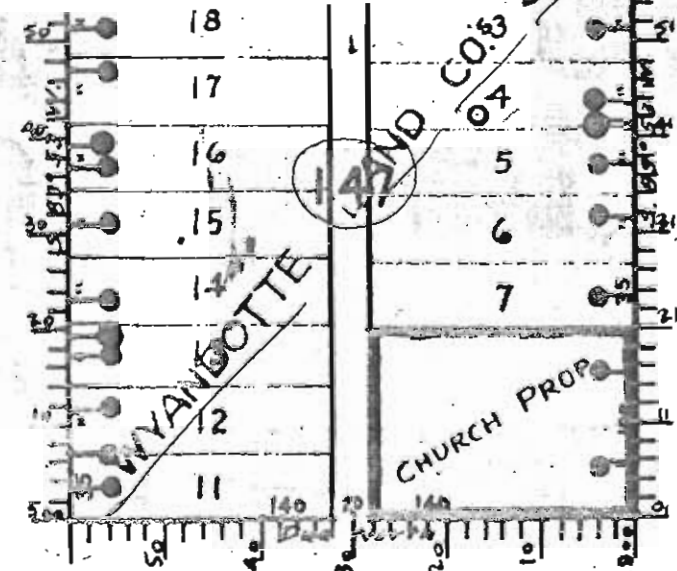
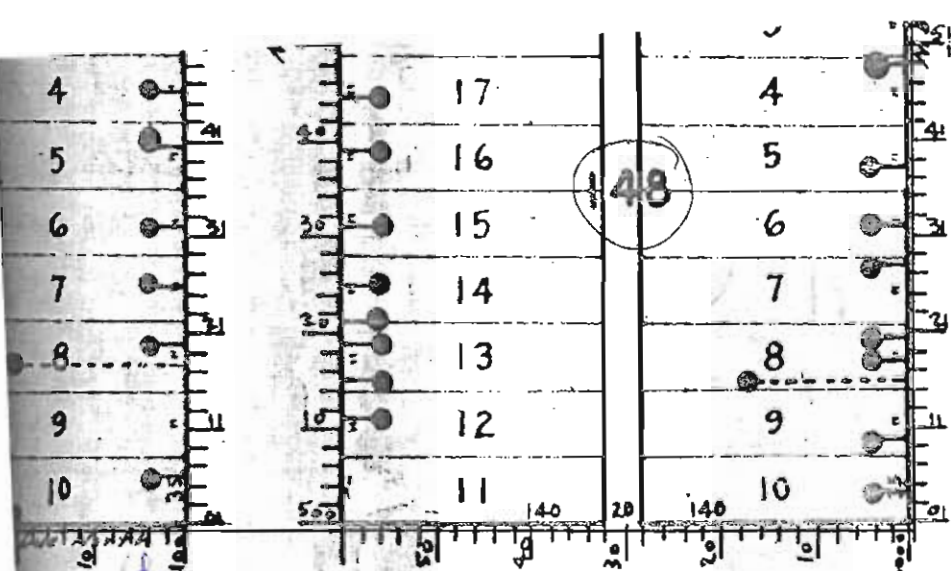
ESTIMATED AMOUNT DUE SELLERS\$ 27,782

THIS IS AN ESTIMATED AMOUNT DUE SELLERS - ALL INFORMATION SUBJECT TO CHANGE

[Signature]
 Seller SUCCESSOR TRUSTEE

Seller

Date: 8-19-13



**CITY OF WYANDOTTE
ENGINEERING DEPARTMENT**

*** ACQUISITION ANALYSIS TOOL**

A. Property Information

Address: 313-315 Superior
 City: Wyandotte Zip: 48192 Parcel ID # 57-15-02-0006-000
 County: Wayne Neighborhood:
 TIFA/DDA/HUD: TIFA

B. Property Type, Condition and Characteristics

Property Type: Condition: Blighted
 Existing/Prior Use: Residential
 Year Built: 1898 Lot Size: 50' x 150'
 Occupancy: Vacant
 Zoning: Residential
 Master Plan:
 Comply with existing Building Code:
 Other Amenities &/or Concerns: 3 family non-conforming to the Zoning District

C. Property Ownership

Ownership Type: REO Listing
 Owner Name: Bank Owned
 Occupied or Vacant: vacant

D. Environmental

Environmental Assessment Required
 Estimated Cost \$ -

E. Cost Analysis Requirements

SEV	Taxable	Market Value	Taxes Paid	Purchase Price	Demolition Cost
\$52,200	\$52,200	\$104,400	\$4,054	\$ 25,000.00	\$ 10,000.00

F. Anticipated End Use

Future Use: Sell for the construction of a new single family home

Future SEV	Future Taxable	Future Market Value	Future Taxes	NEZ Future Taxes
\$63,300	\$63,300	\$126,600	\$3,253	no

Benefit to Neighborhood: removing an non-conforming 3 family eyesore from the neighborhood

If Property is not being demolished assigned to:

Add to City Insurance Policy

G. ACQUISITION

Purchase Agreement:	Amount
Demolition Cost	\$ 25,000.00
Environmental	\$ 10,000.00
Total	\$ 35,000.00

H. APPROVALS

City Engineer

Signature: Mark A. Kowalewski City Engineer
 Print Name: Title

City Administrator

Signature: Todd A. Drysdale City Administrator
 Print Name: Title



CONTRACT TO PURCHASE

PREMIERE REALTY GROUP	325877	(734) 676-6833
Listing Office	Office ID	Phone
3225 VAN HORN #110, TRENTON, MI		
Address		
DOWNRIVER REAL ESTATE GROUP	334610	(734) 284-8888
Selling Office	Office ID	Phone
1644 FORD AVE. WYANDOTTE, MI 48192		
Address		

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

1. **PROPERTY DESCRIPTION.** Buyer agrees to buy from seller the property located at 313 SUPERIOR,
WYANDOTTE WAYNE County,
Michigan and legally described as LOT 6 PLAT PART OF THE CITY OF WYANDOTTE BLK 101 L2P36WCR
57015020006000

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

if any, now on the premises, but does not include _____

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

2. **SALES PRICE.** The sales price is 25,000.00 Twenty-Five Thousand

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

A (x) CASH. Buyer will pay the sales price in cash upon Seller's delivery of a Warranty Deed conveying marketable title.

B () NEW MORTGAGE. This contract is contingent upon Buyer's ability to obtain a _____ mortgage loan in the amount of \$ _____. Buyer will apply for mortgage within _____ days after Seller's acceptance. If the Buyer fails to deliver written evidence of the loan approval within _____ days, at Seller's written option, Seller may cancel this contract and the deposit shall be returned to Buyer forthwith. Further the Buyer shall not be obligated to complete purchase of this property or to incur any penalty or forfeiture of earnest money deposit unless property appraises at purchase price.

C () SALE TO EXISTING MORTGAGE (SIMPLE ASSUMPTION OR REQUALIFICATION REQUIRED).

D () SALE TO EXISTING LAND CONTRACT. See attached addendum.

E () SALE ON LAND CONTRACT. See attached addendum.

4. **CLOSING DATE.** The Buyer agrees to complete the sale within ten days after delivery of the commitment of title insurance; however, if the sale is dependent upon the Buyer acquiring financing, then the closing will be as soon as the mortgage application is approved, a closing date obtained from the lender, and, if applicable, a final inspection of the property approved by the Veterans Administration or FHA. The closing of this sale shall take place no later than October 11, 2013.

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

Buyers: _____ / _____ Sellers: _____ / _____

Page 1 of 5

5. OCCUPANCY. Seller will give occupancy as follows:

(☒) Immediately at closing.

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

6. DEPOSIT. The Broker is hereby authorized to present this Contract to the Seller, and to accept as a licensed agent, an earnest money deposit of \$ N/A paid in the form of _____ which shall be held by Broker under MCL339.2515(j)(iv) and applied on the purchase price if sale is consummated.

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

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

9. BUYER AND SELLER hereby acknowledge disclosure of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage, or life, fire, theft, flood, title, or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by Michigan Real Estate Law and Regulations.

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

11. AS IS. Buyer understands that Buyer is purchasing a used structure in "AS-IS" condition.

(A) Buyer has examined the premises and is satisfied with its condition.

(B) Broker and Broker's agents are not contractors and cannot make any representation regarding the physical condition of the premises.

(C) Buyer has not relied on any representation of the Broker or Broker's agents.

(D) Buyer hereby knowingly waives, releases and relinquishes any and all claims or causes of action against Broker and Broker's agents arising out of the condition of the property or arising out of the performance of this Contract to Purchase.

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

Buyers: _____ / _____  Sellers: _____ / _____

12. MERGER CLAUSE. This Contract to Purchase supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto and Brokers (other than the Listing/Commission Agreement) and no oral presentations or statements shall be considered a part thereof.

13. TIME-ALL PARTIES AGREE THAT TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT TO PURCHASE. No extension of time or amendment to this Contract to Purchase will be binding unless specifically agreed to in writing and signed by the parties to the Contract to Purchase.

14. WALK THROUGH. Buyer shall have the right to walk through the premises within 48 hours of closing and/or vacating, by appointment.

15. MAINTAIN PREMISES. Seller agrees to maintain premises in the same condition as existed at acceptance of the Contract until possession is delivered to Buyer. Upon vacating, Seller will clear home of all rubbish, debris and personal belongings.

16. MUNICIPALITY INSPECTION. If the municipality where the property is located requires inspection upon sale, Seller will order and pay for necessary inspections and pay for required repairs, if any, to obtain written approval of municipality. If Buyer assumes any of these responsibilities, see Additional Conditions.

17. BUYERS AND SELLERS, collectively and individually, agree that information concerning seller's concessions, if any, related to the sale and purchase of the property can be disseminated through the Multiple Listing Service.

18. SELLER DISCLOSURE STATEMENT. Buyer acknowledges receipt of the Seller's Disclosure Statement as of DATE: N/A TIME: . Seller hereby gives permission to disseminate the Seller's Disclosure Statement to lender, appraiser, municipality, etc.

19. TAXES. All taxes currently due and payable shall be paid by Seller. Taxes which first become due and payable within one year prior to closing shall be prorated and adjusted as of date of closing in accordance with due date (which is in an advance basis). All assessments that have become due and payable or have become a lien on the land, whether recorded or not recorded, as of the date of this closing of this agreement shall be paid by the Seller. Tax bills and assessments that shall be issued after closing and become due and payable after the date of closing shall be the responsibility of the Buyer.

(A) Seller **HAS** / **HAS NOT** / filed the Principal Residence Exemption Form.

(B) Broker shall retain from the Seller at closing a minimum of \$200.00 for water charges. Seller shall obtain a final water bill upon vacating premises, all water adjustments shall be made as of that date.

(C) Interest on Land Contract or mortgages, rents, condominium or association dues shall be prorated as of the date of closing.

20. PRIVATE HOME INSPECTION. Buyer and Seller acknowledges that Buyer has the right and duty to inspect the premises or have them inspected by a licensed contractor or professional home inspector of Buyer's choice and at Buyer's expense to determine if any defects exist in the premises. Buyer is aware that any reference to the square footage of the real property or improvements thereon is approximate. If square footage is a material matter to the Buyer, it must be verified by Buyer during the inspection period. (NOTE: Inspections required by FHA, VA, lenders or municipalities are not made for, nor shall they be relied upon by Buyer.) **DOES** / **DOES NOT** / (initial one) choose to have the premises inspected. If Buyer chooses to have premises inspected, Buyer shall order and have said inspection completed within five (5) calendar days of Seller's acceptance of this Contract to Purchase. If the inspector's findings are not satisfactory to Buyer, Buyer shall notify the Seller or Seller's Listing Agent in writing within two (2) days of completion of inspection. Delivery of this written notification by the Buyer to Seller or Seller's Listing Agent shall render the Contract to Purchase void and the earnest money deposit shall be returned in full upon written release of Contract to Purchase signed by all parties. **IN THE EVENT BUYER FAILS TO NOTIFY THE SELLER, THIS CONTINGENCY SHALL BE DEEMED REMOVED AND THE CONTRACT TO PURCHASE SHALL CONTINUE IN FULL FORCE AND EFFECT.**

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

Buyers: /  Sellers: /

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

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

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

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

Seller's Signature _____ Seller's Signature _____

Buyer's Signature _____ Buyer's Signature _____
JOSEPH R. PETERSON, MAYOR WILLIAM R. GRIGGS, CITY CLERK

Listing Broker _____ Selling Broker _____
JERALD MILLER

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

Buyers: _____ / _____ (JK) Sellers: _____ / _____

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

ADDITIONAL CONDITIONS: PURCHASER IS THE CITY OF WYANDOTTE A MUNICIPAL CORPORATION.
SUBJECT TO APPROVAL OF MAYOR AND CITY COUNCIL.

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

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



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.

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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.



GENERAL CONSIDERATIONS

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

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

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

BUYER

JOSEPH R. PETERSON, MAYOR

DATE

BUYER

WILLIAM R. GRIGGS, CITY CLERK

DATE

SELLER

DATE

SELLER

DATE

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

7/93





INSPECTION CONTINGENCY ACKNOWLEDGEMENT AND RELEASE

Property Address 313 SUPERIOR, WYANDOTTE, , MI 48192

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

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

W Waiver: The Buyer(s) CITY OF WYANDOTTE, A MUNICIPAL CORPORATION
_____ hereby waive our right to a Private Home Inspection
Date _____ and choose to proceed, according to the terms of the Offer to Purchase of above stated home, realizing that they will be accepting the property in "as is" condition.

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

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

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

✓
Buyer JOSEPH R. PETERSON, MAYOR

Seller

Buyer WILLIAM R. GRIGGS, CITY CLERK

Seller

Witness JERALD MILLER

Witness

Dated: _____

Dated: _____

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

06/02



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

Licensee **JERALD MILLER**

August 28, 2013

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)
THE CITY OF WYANDOTTE, MUNICIPAL CORP

August 28, 2013

Date

Potential ☐ Buyer ☐ Seller (check one)

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.



ADDENDUM TO CONTRACT TO PURCHASE

Attached to and made a part of the Contract to Purchase dated: _____

For the property located at: 313 SUPERIOR, WYANDOTTE, , MI 48192

Additional conditions:

Seller

Buyer
JOSEPH R. PETERSON, MAYOR

Seller

Buyer
WILLIAM R. GRIGGS, CITY CLERK

Witness

Witness

Dated: _____

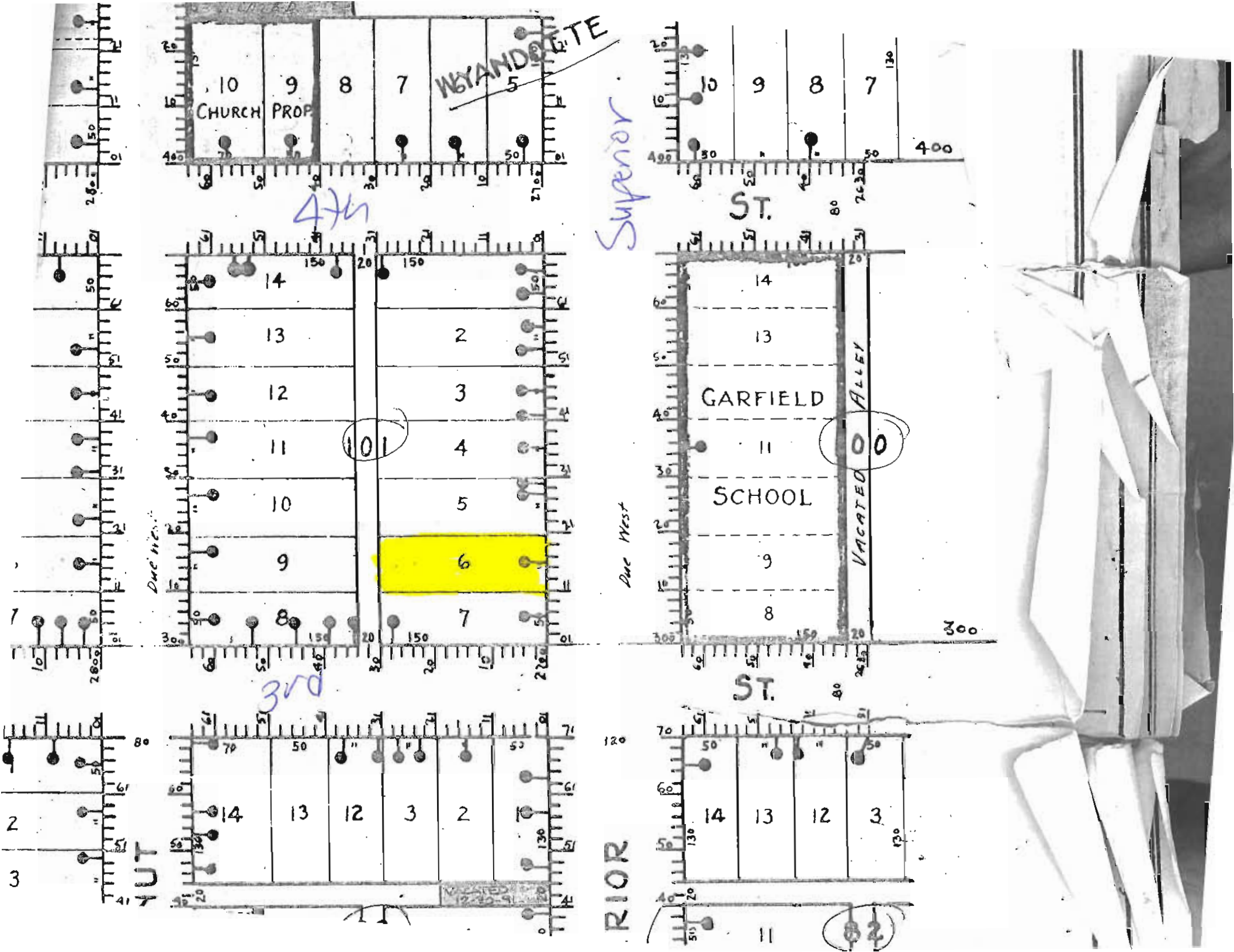
Dated: _____

All other terms and conditions shall remain the same.

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

Rev. 06/02





CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 9, 2013

AGENDA ITEM # 18

ITEM: Department of Engineering – 2013 HMA Resurfacing Program

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 9-5-13

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND:

On August 26, 2013, proposals were opened and read aloud in the Wyandotte City Hall for File #4625-2013 HMA Street Concrete Base Repair and Resurfacing Program. A tabulation of the proposals is attached.

The undersigned recommends acceptance of the proposal from Florence Cement Company, Shelby Township, Michigan, in the amount of \$980,500.00 as being the best bid received meeting specifications.

Attached is a map showing the streets to be resurfaced.

STRATEGIC PLAN/GOALS:

This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

ACTION REQUESTED:

Approve award of contract to Florence Cement Company.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

The 2013 HMA concrete street base repair and resurfacing costs will be paid from the fiscal year 2013 Major Street Resurfacing Fund Account #202-440-825.460 (\$131,607.00), the fiscal year 2013 TIFA Street Fund Account #492-200-825.460 (\$394,062.15), the fiscal year 2014 TIFA Street Fund Account #492-200-825.460 (\$140,862.85), the fiscal year 2013 Local Street Resurfacing Fund Account #203-440-825.460 (\$261,318.98), and, the fiscal year 2014 Local Street Resurfacing Fund Account #203-440-825.460 (\$52,649.02).

C

IMPLEMENTATION PLAN:

If approved by Council, authorize Mayor and Clerk to sign contract.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *Dwydale*

LEGAL COUNSEL'S RECOMMENDATION: *W. Looch*

MAYOR'S RECOMMENDATION: *MM*

LIST OF ATTACHMENTS:

Bid Summary
Map Showing Location of 2013 HMA Streets
Proposed Resolution

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

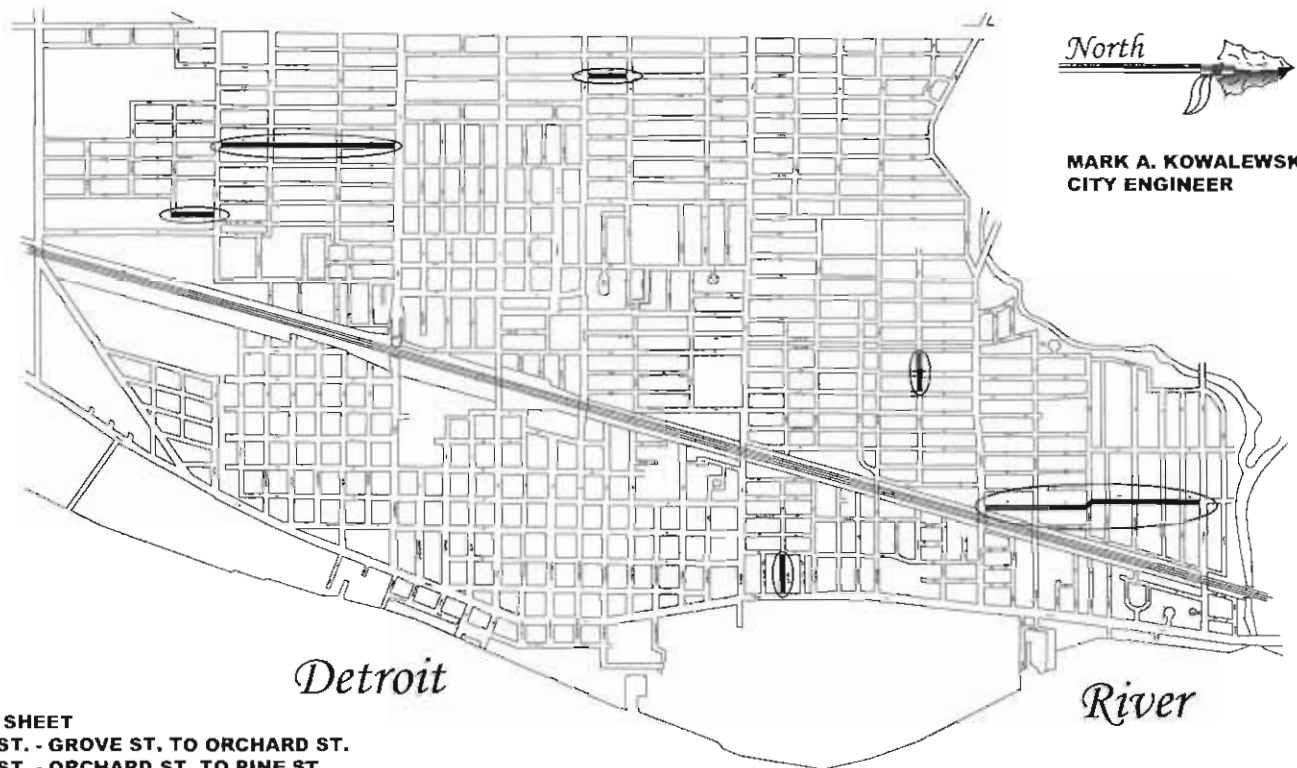
COUNCIL
Sheri Sutherby Fricke
Daniel E. Galeski
Ted Miciura, Jr.
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

BID OPENING SUMMARY

FILE #4625 – 2013 HMA STREET CONCRETE BASE REPAIR AND RESURFACING PROGRAM

<u>CONTRACTOR</u>	<u>AMOUNT BID</u>
Florence Cement Company Shelby Township, MI	\$980,500.00
Ajax Paving Industries, Inc. Troy, MI	\$981,731.14
Cadillac Asphalt, LLC Belleville, MI	\$1,000,192.00
Al's Asphalt Paving Co. Taylor, MI	\$1,144,517.75

CITY OF WYANDOTTE 2013 HMA RESURFACING PROGRAM



North

MARK A. KOWALEWSKI
CITY ENGINEER

Detroit

River

PROPOSED LOCATIONS MARKED WITH

- | | |
|-----|--|
| T-1 | TITLE SHEET |
| R-1 | 18TH ST. - GROVE ST. TO ORCHARD ST. |
| R-2 | 18TH ST. - ORCHARD ST. TO PINE ST. |
| R-3 | 18TH ST. - PINE ST. TO EUREKA AVE. |
| R-4 | 22ND ST/ - VINWOOD AVE. TO WALNUT ST. |
| R-5 | 14TH ST. - MARSHALL ST. TO GROVE ST. |
| R-6 | BAUMEY ST. - ELECTRIC AVE. TO 8TH ST. |
| R-7 | 4TH ST. - ST. JOHNS ST. TO RIVERBANK ST. |
| R-8 | 4TH ST. - RIVERBANK ST. TO EMMONS |
| R-9 | DAVIS ST. - 2ND ST. TO BIDDLE AVE. |
| D-1 | DETAILS |
| D-2 | DETAILS |

T-1	CITY OF WYANDOTT [®] DEPT. OF ENGINEERING CITY ENGINEER - JAMES A. KOWALEWICZ 2000 BIDDLE ST. WYANDOTT, MI 48186-1001 PHONE: (313) 534-4511	2013 RESURFACING PROGRAM TITLE SHEET	DATE: 7/25	REVISIONS [®]
			DRAWN BY: JACOB MERN CHECKED BY: JAK PROJECT NO.: 2003	

RESOLUTION

Wyandotte, Michigan

Date: September, 9, 2013

RESOLUTION by Councilperson _____

RESOLVED BY MAYOR AND COUNCIL that Council hereby concurs in the recommendation of the City Engineer to accept the proposal from Ajax Paving Industries, Inc., Troy, Michigan, for File #4625-2013 HMA Street Concrete Base Repair and Resurfacing Program, in the amount of \$980,500.00, as being the best bid received meeting specifications, and, that the HMA concrete street base repair and resurfacing costs will be paid from the fiscal year 2013 Major Street Resurfacing Fund Account #202-440-825.460 (\$131,607.00), the fiscal year 2013 TIFA Street Fund Account #492-200-825.460 (\$394,062.15), the fiscal year 2014 TIFA Street Fund Account #492-200-825.460 (\$140,862.85), the fiscal year 2013 Local Street Resurfacing Fund Account #203-440-825.460 (\$261,318.98), and, the fiscal year 2014 Local Street Resurfacing Fund Account #203-440-825.460 (\$52,649.02).

FURTHER, this recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

FURTHER RESOLVED that all bid bonds be returned to the unsuccessful bidders.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Fricke

Galeski

Miciura, Jr.

Sabuda

Schultz

Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 9, 2013

AGENDA ITEM # 19

ITEM: Department of Engineering – 2013 Block Grant HMA Resurfacing Program

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 9-5-13

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND:

On August 26, 2013, proposals were opened and read aloud in the Wyandotte City Hall for File #4626-2013 Block Grant HMA Street Concrete Base Repair and Resurfacing Program. A tabulation of the proposals is attached.

The undersigned recommends acceptance of the proposal from Ajax Paving Industries, Inc., Troy, Michigan, in the amount of \$195,203.70 as being the best bid received meeting specifications.

Attached is a map showing the streets to be resurfaced.

STRATEGIC PLAN/GOALS:

This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

ACTION REQUESTED:

Approve award of contract to Ajax Paving Industries, Inc.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

The 2013 Block Grant HMA concrete street base repair and resurfacing costs will be paid from the fiscal year 2013 Block Grant Street Resurfacing Fund Account #283-200-875.684 (\$110,805.00) and, the fiscal year 2014 TIFA Street Fund Account #492-200-825.460 (\$84,398.70).

C

IMPLEMENTATION PLAN:

If approved by Council, authorize Mayor and Clerk to sign contract.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *W. Updale*

LEGAL COUNSEL'S RECOMMENDATION: *W. Looch*

MAYOR'S RECOMMENDATION: *OK [Signature]*

LIST OF ATTACHMENTS:

Bid Summary
Map Showing Location of 2013 Block Grant HMA Streets
Proposed Resolution

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

BID OPENING SUMMARY

FILE #4626 – 2013 BLOCK GRANT HMA STREET CONCRETE BASE REPAIR
AND RESURFACING PROGRAM

CONTRACTOR

AMOUNT BID

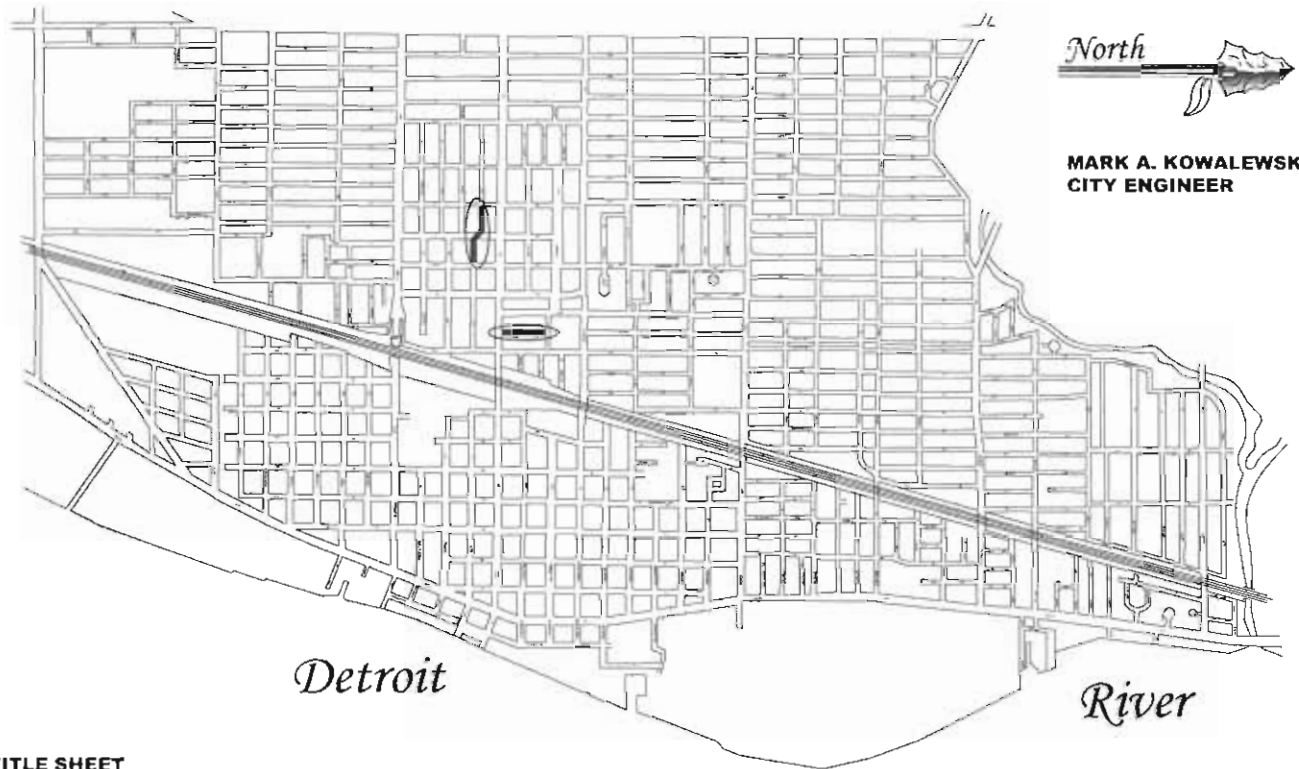
Ajax Paving Industries, Inc.
Troy, MI

\$195,203.70

Al's Asphalt Paving Co.
Taylor, MI

\$213,366.90

CITY OF WYANDOTTE 2013 BLOCK GRANT HMA RESURFACING PROGRAM



MARK A. KOWALEWSKI
CITY ENGINEER

Detroit

River

- T-1 TITLE SHEET
- R-1 ELECTRIC ST. - OAK ST. TO POPE JOHN PAUL
- R-2 ELM ST. - 12TH ST. TO 15TH ST.
- D-1 DETAILS
- D-2 DETAILS

PROPOSED LOCATIONS MARKED WITH ○

REVISIONS DATE: 1/11/13 BY: JMK CHK: JMK PROJECT: 100-0000	
2013 BLOCK GRANT HMA RESURFACING PROGRAM	CITY OF WYANDOTTE, DEPT. OF ENGINEERING CITY ENGINEER: MARK A. KOWALEWSKI 2013 BLOCK GRANT HMA RESURFACING PROGRAM WYANDOTTE, MI 48192 DATE: 1/11/13 PROJECT: 100-0000
T-1	

RESOLUTION

Wyandotte, Michigan
Date: September, 9, 2013

RESOLUTION by Councilperson _____

RESOLVED BY MAYOR AND COUNCIL that Council hereby concurs in the recommendation of the City Engineer to accept the proposal from Ajax Paving Industries, Inc., Troy, Michigan, for File #4626-2013 Block Grant HMA Street Concrete Base Repair and Resurfacing Program, in the amount of \$195,203.70, as being the best bid received meeting specifications, and, that the HMA concrete street base repair and resurfacing costs will be paid from the 2013 Fiscal Year Block Grant Street Resurfacing Fund Account #283-200-875.684 (\$110,805.00) and, 2014 Fiscal Year TIFA Street Fund Account #492-200-825.460 (\$84,398.70);

FURTHER, this recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

FURTHER RESOLVED that all bid bonds be returned to the unsuccessful bidders.

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, Jr.	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 9, 2013

AGENDA ITEM # 20

ITEM: Department of Engineering – Presentation of Special Assessment District

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 9-5-13

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND:

With the construction of the new medical office building at 2300 Biddle Avenue there will be an increase in traffic in the unpaved public alley west of the project as the new complex has parking areas that enter/exit into the alley. The alley separates the medical office project from residentially used property. In order to facilitate the increased use of the alley and reduce dirt and dust impacting the residential properties, it was an obligation of the City within the Purchase Agreement (see attached Page 6 of the Purchase Agreement with Ghazwan Atto, M.D.) that the alley should be paved with concrete by Special Assessment. To pay for this improvement, a Special Assessment District will be created whereby the improvement expense will be assessed against benefiting properties.

The Developer owns 60% of the abutting frontage while the remaining abutting 40% is residential or public alley. The estimated cost of this project is \$31,302.00, of which \$23,579.30 would be assessable, the remaining \$7,722.70 would be the City share for amounts not assessable and owner occupied single family dwellings.

Chapter XIV, Subdivision 2, Section 8, of the City Charter indicates that when the owners of sixty (60) per centum of the frontage of lands, liable to be assessed in any special assessment district, shall petition the Council for any public improvement, the Council shall order such improvement to be made. In other cases public improvements shall be made at the discretion of the Council.

The Department of Legal Affairs has prepared the necessary resolution setting a hearing of necessity to proceed with the public improvements.

STRATEGIC PLAN/GOALS:

This proposed improvement is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that new developments will have a positive impact on the abutting neighborhood, and promotes infrastructure improvements associated with new developments.

ACTION REQUESTED:

Determine that the paving of the public alley is a necessary and beneficial public improvement and adopt the prepared resolution for the creating of a special assessment district and setting the time and date for a public hearing.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

The improvement would be funded from the 2014 Fiscal Year Budget Account 249-450-825.462 Alley Special Assessments.

IMPLEMENTATION PLAN:

If approved by Council, authorize the City Clerk to give notice of the special assessment district in accordance with the City Charter and set the time and date for the public hearing. Plans for the paving of the alley and proposed Special Assessment District will be available in the Engineering and Building Department's Public Access Room.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *S. Ouyedali*

LEGAL COUNSEL'S RECOMMENDATION: *W. Sooh*

MAYOR'S RECOMMENDATION: *[Signature]*

LIST OF ATTACHMENTS:

Page 6 of Purchase Agreement with Ghazwan Atto, M.D.
Proposed Resolution for the Paving and Grading of a Public Alley
Notice of Hearing of Objections
Proposed Resolution for the creation of a Special Assessment District
Estimated Cost for the Paving of the Public Alley
Proposed Special Assessments

7

A. The City Council Resolution approving the sale to Purchaser shall authorize the Mayor and City Clerk to sign the Agreement on behalf of the Seller and shall contain a provision that upon the signature by the Mayor and Clerk, the Agreement is duly authorized and ratified and constitutes a valid and binding obligation of the Seller enforceable in accordance with its terms.

B. Within one hundred twenty (120) days of the Date of Acceptance, Seller shall have completed the demolition, site clean up and debris removal ("Demolition") for the entire Subject Premises, including removal of all signage on the Subject Premises.

C. Within five (5) days of the Date of Acceptance, as hereinafter defined, Seller shall furnish Purchaser, without charge, copies of any and all environmental site assessments, brownfield, and all other information, if any, in the possession of or available to Seller pertaining to the Subject Premises.

D. Prior to the date of Closing, Seller shall have obtained all necessary approvals for the concrete paving of the Public Alley, as hereinafter defined. The Seller shall pay for the cost of paving the Public Alley and the Subject Premises shall be assessed, through a special assessment, an amount equal to one-half (1/2) of the total cost of paving the Public Alley. The paving of the Public Alley shall be completed post-Closing and shall be coordinated with Purchaser's construction of improvements on the Subject Premises.

E. Satisfaction of the title and survey conditions of Section 4 hereof.

F. Purchaser and its agents shall have ninety (90) days from the later of (1) the date of Seller's completion of all Demolition of the Subject Premises, as required in Section 7.B. hereof, or (2) the date of Purchaser's receipt from Seller of the last of: (i) Title Commitment referenced under Section 4.A. hereof and legible copies of all items of record; and (ii) the last of Seller's existing property reports referenced in Section 7.C. hereof ("Inspection Period") to:

i. inspect or cause to be inspected all aspects of the physical and economic condition of the Subject Premises, access to which shall be freely granted to Purchaser and/or Purchaser's agents and representatives, at all reasonable times ("Inspections"). Purchaser shall be solely responsible to pay for and obtain any engineering studies, perc tests, soil studies, wetlands delineations, topographical surveys and the like.

ii. Obtain all necessary municipal and/or governmental approvals for site plan approval, building permits, utility extensions and connections, brownfield redevelopment credits, and all such other necessary governmental approvals or tax incentives as may be necessary, required or prudent in Purchaser's sole judgment for Purchaser's intended use and development of the Subject Premises subject to extension as provided in Section 7.G. hereof ("Governmental Approvals").

RESOLUTION FOR GRADING AND PAVING A PUBLIC ALLEY
AND FOR THE CREATION OF A SPECIAL ASSESSMENT DISTRICT
AND THE SETTING OF A PUBLIC HEARING

Wyandotte, Michigan
September 9, 2013

RESOLUTION By Councilperson _____

At a regular session of the City Council of the City of Wyandotte.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE

That the City Council of the City of Wyandotte deems it advisable and necessary for the public health, safety and welfare of said City and it's inhabitants and it is a necessary public improvement and beneficial to the City of Wyandotte, and it's inhabitants, to grade and pave a public alley in the City of Wyandotte, more particularly described as:

The twenty (20) foot wide public alley west of Biddle Avenue, from Mulberry Street to Walnut Street, abutting:

Lot 2 thru Lot 9, both inclusive, Block 51, Part of Wyandotte in the Township of Ecorse (now City of Wyandotte), Michigan, being part of Fractional Sections 28, 33 and part of Section 29, in Town 3 South of Range 11 East, as adopted by the proprietors 1859, as recorded in Liber 1 of Plats, Page 57, Wayne County Records.

RESOLVED FURTHER that the City Engineer, having prepared estimates of the cost and expenses, plats and diagrams of said improvement and of the locality to be improved, the same are available for public examination at the Engineering Department offices: and

RESOLVED FURTHER that there is hereby tentatively designated a special assessment district against which the cost and expenses of said improvements are to be assessed, consisting of lots, parts of lots and parcels of land in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

The East 45.0 feet of the North 70.0 feet of Lot 2, the South 70.0 feet of Lot 1 and Lot 2, all of Lot 3 thru Lot 7, both inclusive, the West 52.5 feet of Lot 8, all of Lot 9 and Lot 10, Block 51, Part of Wyandotte in the Township of Ecorse (now City of Wyandotte), Michigan, being part of Fractional Sections 28, 33 and part of Section 29, in Town 3 South of Range 11 East, as adopted by the proprietors 1859, as recorded in Liber 1 of Plats, Page 57, Wayne County Records.

RESOLVED FURTHER that the cost and expenses of grading and paving the twenty (20) foot wide public alley west of Biddle Avenue between Mulberry Street and Walnut Street shall be defrayed by special assessment upon the lots, parts of lots and parcels of land abutting and adjoining said improvement, as well as benefiting therefrom, excepting from said assessment, however, the improvement expense attributable to alley and street intersections, City owned land, owner occupied single family dwellings, owner occupied multi-family rental dwellings will be assessed in that proportion that the property is used for purposes other than that of the owner occupying same in comparison to the total assessable portion of the entire property, and other property not assessable by

RESOLUTION FOR GRADING AND PAVING A PUBLIC ALLEY
AND FOR CREATION OF A SPECIAL ASSESSMENT DISTRICT
AND THE SETTING OF A PUBLIC HEARING

Page 2

law, the expense of which, together with any improvement expenses remaining after the aforesaid assessment, shall be defrayed from the general fund of the City.

RESOLVED FURTHER, that said estimates, plats and diagrams of said improvement and of the alley to be improved having been made available at the Engineering Department offices for public examination, said City Clerk shall give notice, according to the City Charter, of the proposed district to be specially assessed for said improvement and of the time and place when this Council will meet to consider said detailed estimate, plats and diagrams, and to hear objections thereto, and notice shall be given by said City Clerk, in writing, of the proposed district to be specially assessed for said improvements and of the time and place when this Council will meet to consider said detailed estimates, plats and diagrams, and to hear objections thereto, to each owner of, or party in interest in, property to be assessed, whose name appears upon the last local tax assessment records, by mailing by first class mail addressed to such owner or party at the address shown on the tax records, at least ten (10) days before the date of such hearing. The public hearing is scheduled for Monday _____, 2013, at 7:00 p.m. in the Council Chambers of the Wyandotte City Hall.

I move the adoption of the foregoing Resolution.

Councilperson _____

Supported by Councilperson _____

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

PROPOSED ALLEY PAVING

LOCATION: ALLEY WEST OF BIDDLE FROM MULBERRY TO WALNUT

ESTIMATED QUANTITIES AND COST BASED ON DESIGN
AND CONTRACT UNIT PRICES W/GV CEMENT

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT RATE</u>	<u>COST</u>
240	CY	EXCAVATION	\$6.00	\$1,440.00
1	EA	REMOVE EXISTING STRUCTURE	\$400.00	\$400.00
1	EA	INSTALL CATCHBASIN	\$1,100.00	\$1,100.00
10	LF	INSTALL 6" PVC STORM PIPE	\$38.00	\$380.00
4	EA	ADJUST AND SEAL EXTG STRUCTURE	\$180.00	\$720.00
130	TN	21A STONE BASE	\$12.00	\$1,560.00
670	SY	6"-8"-6"CONCRETE PAVEMENT	\$31.00	\$20,770.00
42	SY	REMOVE EXISTING PAVEMENT	\$5.50	\$231.00
42	SY	8" CONCRETE PAVEMENT	\$32.00	\$1,344.00
200	SF	REMOVE 4" CONCRETE	\$0.75	\$150.00
200	SF	4" CONCRETE	\$2.85	\$570.00
TOTAL ESTIMATED COST				\$28,665.00
<u>LESS CITY APPROACHES</u>				
REMOVE EXISTING PAVEMENT				\$231.00
8" CONCRETE PAVEMENT				\$1,344.00
REMOVE 4" CONCRETE				\$150.00
4" CONCRETE				\$570.00
				<hr/>
				\$2,295.00
ASSESSABLE COST				\$26,370.00
PLUS 10% ENGINEERING				<hr/>
				\$2,637.00
TOTAL ASSESSABLE COST				\$29,007.00

NOTICE OF HEARING OF OBJECTIONS TO THE
PROPOSED GRADING AND PAVING OF AN ALLEY
IN THE CITY OF WYANDOTTE AND THE PROPOSED CREATION OF A
SPECIAL ASSESSMENT DISTRICT

NOTICE IS HEREBY GIVEN that the Council of the City of Wyandotte has heretofore determined that it is advisable and necessary to grade and pave the twenty (20) foot wide public alley west of Biddle Avenue between Mulberry Street and Walnut Street in the City of Wyandotte, Wayne County, Michigan and which public alley is abutting and adjoining as well as benefiting the respective lots, parts of lots, and parcels of land hereinafter described, and has heretofore caused estimates, plats and diagrams of the improvement of the proposed district to be assessed for said improvement to be prepared by the City Engineer, and that said estimates, plats and diagrams of the improvements and of the proposed district to be assessed therefore, have been prepared by the City Engineer and are available at the Engineering Department offices in the City of Wyandotte City Hall, for public examination; and

That said Council will meet on Monday, _____, 2013, at 7:00 P.M., Local Time, in the Council Chambers in the City Hall of said City, 3200 Biddle Avenue, Wyandotte, Michigan, to hear objections to said improvement and to the said plats, estimates and diagrams, and to the proposed district to be assessed for said improvements, which shall consist of the lots, parts of lots and parcels of land in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

The East 45.0 feet of the North 70.0 feet of Lot 2, the South 70.0 feet of Lot 1 and Lot 2, all of Lot 3 thru Lot 7, both inclusive, the West 52.5 feet of Lot 8, all of Lot 9 and Lot 10, Block 51, Part of Wyandotte in the Township of Ecorse (now City of Wyandotte), Michigan, being part of Fractional Sections 28, 33 and part of Section 29, in Town 3 South of Range 11 East, as adopted by the proprietors 1859, as recorded in Liber 1 of Plats, Page 57, Wayne County Records.

Appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the state tax tribunal. An owner or party in interest, or his or her agent, may appear in person at the hearing, at the time and date set forth herein, to protest the special assessment, or may file his or her protest by letter, submitted prior to or at the specified time and date of the hearing, which shall be read aloud and made part of the hearing and his or her personal appearance at the hearing will not be required. The Council will maintain a record of parties who appear to protest at the hearing or who submit a written protest to be read aloud at the hearing. If the hearing is terminated or adjourned for the day before a party is provided the opportunity to be heard, the party whose appearance or written protest was recorded is considered to have protested the special assessment in person.

NOTICE OF HEARING OF OBJECTIONS TO THE
PROPOSED GRADING AND PAVING OF AN ALLEY
IN THE CITY OF WYANDOTTE AND PROPOSED CREATION OF A
SPECIAL ASSESSMENT DISTRICT

Page 2

It is the intention that the cost and expense of said improvement shall be defrayed by special assessment upon the above-described lots, parts of lots, and parcels of land abutting and adjoining said improvement, as well as benefiting therefrom, excepting from said assessment, however, the improvement expense attributable to alley and street intersections, City owned land, owner occupied single family dwellings, owner occupied multi-family rental dwellings will be assessed in that proportion that the property is used for purposes other than that of the owner occupying same in comparison to the total assessable portion of the entire property and any other property not assessable by law, the expense of which, together with any improvement expense remaining after the aforesaid assessment, shall be defrayed from the General Fund of the City.

Dated at Wyandotte, Michigan, this ____ day of _____, 2013.

WILLIAM R. GRIGGS
City Clerk
City of Wyandotte

Sidwel # _____

Estimated Cost _____

Page 1 of 2

ASSESSABLE COST	\$29,007.00	ASSESSABLE TO PROPERTY OWNERS	\$23,579.30
ASSESSABLE FOOTAGE	445.33	ASSESSABLE CITY SHARE	\$5,427.70
		CITY APPROACHES	\$2,295.00
ASSESSABLE COST/FOOT	\$65.14	TOTAL	\$31,302.00

[illegible]

DR/A.

Hearing

NOTICE OF A PUBLIC HEARING

Whereas the City Administrator plans to file a copy of the 2014 Fiscal Year City Operating Budget with the City Clerk and the City Council shall hold a public hearing in accordance with the law, in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, on August 26, 2013 and September 9, 2013, at 7:00 PM, and that pursuant to Public Act 2 of 1968 the City Council will act on the 2014 Fiscal Year City Operating Budget following the closure of the Public Hearing on September 9, 2013

Publish August 25, 2013 & August 28, 2013
P.O. # 114504

Final Reading

**City of Wyandotte
2014 Fiscal Year Budget Ordinance**

"AN ORDINANCE TO PROVIDE AND APPROPRIATE THE SEVERAL AMOUNTS REQUIRED TO DEFRAY THE EXPENDITURES AND LIABILITIES OF THE CITY OF WYANDOTTE FOR THE FISCAL YEAR BEGINNING THE FIRST TUESDAY OF OCTOBER, 2013. THE SAME TO BE TERMED THE ANNUAL APPROPRIATION BILL FOR THE 2014 FISCAL YEAR."

THE CITY OF WYANDOTTE ORDAINS:

SECTION I - GENERAL FUND

There shall be raised by general tax for the fiscal year beginning October 1, 2013, and ending September 30, 2014, to be assessed, levied, and collected by tax on all taxable real and personal property in the City of Wyandotte, Michigan, the sum of \$9,000,992. In addition to the foregoing, it is estimated that state receipts, revenues, and moneys from sources other than current City taxes will be \$11,694,363, for a total of \$20,695,355 of General Fund Revenue.

Appropriation of funds is hereby made in the following categories of Funds and Accounts:

A. General Fund:

1.	Estimated Fund Balance - October 1, 2013	\$ 2,181,409
2.	Appropriations:	
a.	Legislative	115,129
b.	Judicial	953,679
c.	Financial Services/Administration	580,488
d.	Information Technology	117,589
e.	General Government	1,290,615
f.	Assessor	397,510
g.	City Clerk	266,060
h.	Treasurer	130,290
i.	Police & Civil Defense	4,867,284
j.	Downriver Central Dispatch	873,166
k.	Downriver Central Animal Control	181,922
l.	Fire	3,632,410
m.	Engineering & Building	1,096,602
n.	Public Works	2,919,961
o.	Recreation	475,446
p.	Swimming Pool	13,642
q.	Yack Arena	352,323
r.	Youth Assistance	43,981
s.	Historical Commission (Museum)	205,750
t.	City Commissions	36,807
u.	Retirement Contribution and OPEB	2,300,000
v.	Elections	29,805

SECTION II - SPECIAL REVENUE FUNDS

B.	Major Street Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ 6,934
2.	Estimated Revenues:	
a.	State Revenue	1,129,071
b.	METRO Act Revenue	72,000
3.	Appropriations:	
a.	Reimbursement to General Fund	433,000
b.	Maintenance and Construction	400,558
c.	Transfer to Local Street Fund	282,268
C.	Local Street Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ 216,143
2.	Estimated Revenues:	
a.	State Revenue	408,281
b.	Transfer from Major Street Fund	282,268
c.	Investment Earnings	50
3.	Appropriations:	
a.	Reimbursement to General Fund	433,000
b.	Maintenance and Construction	375,000
D.	Sidewalk/Alley Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ 1,061,050
2.	Estimated Revenues:	
a.	Special Assessments	268,250
b.	Investment Earnings	1,000
3.	Appropriations:	
a.	Sidewalks/Alleys/Parking Lots	225,000
b.	Alleys/Parking Lots	69,000
c.	Administration	100,000
E.	Drug Law Enforcement Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ 54,725
2.	Estimated Revenues	29,100
3.	Appropriations:	
a.	Personnel	7,600
b.	Equipment - Drug Enforcement	30,000
c.	OWI & Omnibus	4,500
F.	Housing Rehabilitation Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ 0
2.	Estimated Revenues	71,400
3.	Appropriations:	
a.	Building Rehabilitation	50,000
b.	Administration	21,400

G.	Urban Development Action Grant Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ 1,295,805
2.	Estimated Revenues	31,491
3.	Appropriations:	
a.	Capital Outlay	50,000
b.	Administration	15,000
H.	Special Events Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ 113,953
2.	Estimated Revenues:	
a.	Special Events	70,000
b.	Art Fair	177,700
3.	Appropriations:	
a.	Special Events	28,465
b.	Art Fair	157,500
c.	Holiday Celebrations	14,000
d.	Trolley/Show Mobile	23,000
e.	Administration	20,000
I.	Solid Waste Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ 1,134,099
2.	Estimated Revenues:	
a.	Rubbish Tags	3,500
b.	Taxes	1,285,145
c.	Dumpster Billings	213,000
d.	Investment Earnings	1,000
e.	Service Fees	83,000
3.	Appropriations:	
a.	Rubbish Collection	1,127,644
b.	Dumping/Compost Fees	322,000
c.	Recycling Fees	6,000
d.	Administration	275,000
e.	Household Hazardous Waste Program	2,000
f.	Capital Equipment	33,100
g.	Curbside Yard Waste	1,100
J.	Building Authority Improvement Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ 407,601
2.	Estimated Revenues:	
a.	Investment Earnings	250
3.	Appropriations:	
a.	Repairs/Improvements	5,800
b.	Administration/Other	20,000
K.	Drain Number Five Operation and Maintenance Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ 660,153
2.	Estimated Revenues	1,303,125

3.	Appropriations:	
a.	Wayne County Department of Public Works	978,496
b.	Other	53,000
L.	Downtown Development Authority - TIF Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ 927,071
2.	Estimated Revenues:	
a.	Tax Capture	479,365
b.	Investment Earnings	500
c.	Other	11,500
3.	Appropriations:	
a.	Debt Service	49,431
b.	Eureka Viaduct Maintenance	15,000
c.	Streetscape Maintenance	2,000
d.	Promotions	30,000
e.	Administration	90,000
f.	Personnel	56,194
g.	Streetscape Contribution	30,000
h.	Beautification Commission	6,000
i.	Land Acquisition Program	57,744
j.	Masonic Temple Project	49,500
k.	Business Assistance Program	40,000
l.	Fort St. Sign/Fountain/Purple Heart	8,000
m.	Farmers Market	7,300
n.	Marketing	26,500
o.	Other	18,200
M.	Tax Increment Finance Authority - Consolidated Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ 2,451,633
2.	Estimated Revenues:	
a.	Tax Capture	2,172,454
b.	Other Operating Revenues	69,325
c.	Investment Earnings	2,500
3.	Appropriations:	
a.	Road Resurfacing	750,000
b.	Land Acquisition Program	500,000
c.	Property Maintenance/Taxes	73,000
d.	Infrastructure Improvements-Recreation	60,000
e.	Tree Maintenance	40,000
f.	Administration	275,000
g.	Debt Service	233,204
h.	Parking Lots	165,000
i.	Roof/Building Repairs	40,000
j.	Tree Planting-Berms	9,000
N.	Brownfield Redevelopment Authority Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ (1,249,460)
2.	Estimated Revenues:	
a.	Tax Capture	147,636
b.	Miscellaneous	100,810

3.	Appropriations:	
a.	Debt Service	59,747
b.	Administrative & Operating	23,000
O.	Capital Equipment and Replacement Fund:	
1.	Estimated Fund Balance - October 1, 2013	\$ 25,794
2.	Estimated Revenues	279,825
3.	Appropriations:	
a.	Debt Service-Fire Pumper	200,001

SECTION III - ENTERPRISE FUNDS

P.	Sewage Disposal Fund:	
1.	Estimated Retained Earnings - October 1, 2013	\$14,518,135
2.	Estimated Revenues:	
a.	Customer Service Fees	4,328,339
b.	Investment Earnings	5,000
3.	Appropriations:	
a.	Infrastructure Replacement	262,500
b.	Administration	420,000
c.	Sewage Disposal Charges	1,944,372
d.	Depreciation	570,000
e.	Debt Service	1,190,748
f.	Other	142,000
Q.	Municipal Golf Course Fund:	
1.	Estimated Retained Earnings - October 1, 2013	\$ (83,921)
2.	Estimated Revenues:	
a.	Green Fees	215,000
b.	Cart Rental	87,000
c.	Other Revenue	40,300
3.	Appropriations:	
a.	Personnel	58,939
b.	Course Maintenance	176,000
c.	Other Expenses	106,900
d.	Depreciation	108,483
R.	Building Rental Fund:	
1.	Estimated Retained Earnings - October 1, 2013	\$ 2,425,656
2.	Estimated Revenues:	
a.	Rental Income	281,204
b.	Expense Reimbursements	189,709
3.	Appropriations:	
a.	Operation & Maintenance	226,969
b.	Utilities	154,000
c.	Property Taxes	40,000
d.	Depreciation	100,000

SECTION IV - INTERNAL SERVICE FUNDS

S.	Self Insurance/Worker's Compensation Fund:	
1.	Estimated Retained Earnings - October 1, 2013	\$ 7,077,297
2.	Estimated Revenues	132,000
3.	Appropriations:	
a.	Worker's Compensation	193,260
b.	Self Insurance Claims	100,000
c.	Other Expenses	42,077
d.	Operating Transfers	305,000

SECTION V - DEBT FUNDS

T.	Debt Service:	
1.	Estimated Fund Balance - October 1, 2013	\$ 93,085
2.	Estimated Revenues	827,046
3.	Appropriations:	
a.	Debt Service-Police/Court	895,050
b.	Other	5,000

SECTION VI - CITY TAX RATES

Preliminary City Tax Rates were adopted on July 1, 2013, after the required notices were filed and Public Hearings held. The Rates were calculated in accordance with Michigan Compiled Law Section 211.34E and 211.34D. The calculated City Tax Rates are the minimum required to defray operating expenses for the fiscal year October 1, 2013, through September 30, 2014. The Rates are as follows:

1.	City Operating	\$13.8038/M Taxable Value
2.	Refuse Collection	\$ 2.5166/M Taxable Value
3.	Debt	\$ 2.5166/M Taxable Value
4.	Drain #5 Operation & Maintenance	\$ 3.4130/M Taxable Value

SECTION VII - ADOPTION

This ordinance is necessary for the immediate preservation of the public peace, property, health, safety and for the daily operation of all city departments. This ordinance shall take effect October 1, 2013, which represents the first Tuesday in October. On the question, "SHALL THIS ORDINANCE NOW PASS?", the following vote was recorded:

YEAS

Council Member

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

Absent: _____

CERTIFICATION

We, the undersigned, Joseph R. Peterson and William R. Griggs, respectfully, the Mayor and City Clerk of the City of Wyandotte, Michigan, do hereby certify that the foregoing ordinance was duly passed by the Council of the City of Wyandotte at a regular meeting, therefore, on September 9, 2013.

DATED: _____

Joseph R. Peterson, Mayor

William R. Griggs, City Clerk