

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, July 21st, 2014 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE LAWRENCE STEC

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

COMMUNICATIONS MISCELLANEOUS:

1. Communication from St. Vincent Pallotti Parish requesting the use of Bishop Park for their annual "Mass in the Park" on Saturday, August 30, 2014 at 4:00 p.m.

2. Communication from John Engfehr regarding sidewalk leveling and the City policy.

PERSONS IN THE AUDIENCE:

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

3. Communication from Mayor Peterson regarding the Senior Alliance (TSA) 2015 Annual implementation Plan (AIP).

4. Communication from the Chief of Police regarding the approval OF Wayne County Hazard Mitigation Plan.

5. Communication from the Fire Chief relative to the Wyandotte Fire fighter's MDA fill the Boot Fundraiser to take place .on July 28th through July 31st on the corner of Fort and Eureka and Fort and Ford Avenue.

6. Communication from the City Administrator regarding the August 5, 2014 Primary Ballot Proposal # 1-Creation of Local Community Stabilization Authority.

7. Communication from the City Administrator relative to the August 5, 2014 Primary Election-Wayne County Transit Authority (SMART) Millage Renewal and Increase.

8. Communication from the Chief of Police and Traffic Bureau submitting a Traffic Control Order 2014-03.

9. Communication from the City Engineer and Director of Technology Information regarding the Autodesk Auto CAD 2015 Government Upgrade.

10. Communication from the City Engineer submitting the list of the Transient Marina Committee members.

11. Communication from the City Engineer regarding a request from a Department of Public Service Employee for a leave of absence.

12. Communication from the City Engineer regarding the acquisition of the property at 140 Superior and sale of the former 333 Maple.

13. Communication from the City Engineer regarding the purchase of additional 96 Gallon Toters.

CITIZENS PARTICIPATION:

HEARINGS:

HEARING-A

HEARING RELATIVE TO THE 2015 FISCAL YEAR
OPERATING BUDGET AND CORRESPONDING
OPERATING TAX MILLAGE RATE

HEARING-B

SHOW CAUSE HEARING REGARDING
WHY THE STRUCTURE AT 239 BONDIE HAS
NOT BEEN REPAIRED OR DEMOLISHED IN
ACCORDANCE WITH THE CITY OF WYANDOTTE
PROPERTY MAINTENANCE ORDINANCE

HEARING-C

SHOW CAUSE HEARING REGARDING
WHY THE STRUCTURE AT 230 BONDIE HAS
NOT BEEN REPAIRED OR DEMOLISHED IN
ACCORDANCE WITH THE CITY OF WYANDOTTE
PROPERTY MAINTENANCE ORDINANCE

HEARING-D

SHOW CAUSE HEARING REGARDING
WHY THE STRUCTURE AT 2997 FORT HAS
NOT BEEN REPAIRED OR DEMOLISHED IN
ACCORDANCE WITH THE CITY OF WYANDOTTE
PROPERTY MAINTENANCE ORDINANCE

HEARING-E
HEARING OF OBJECTIONS TO THE PROPOSED VACATION
OF AN ALLEY IN THE CITY OF WYANDOTTE
NAMELY THE EIGHT (8) FOOT WIDE PUBLIC ALLEY ADJACENT TO LOTS 10
THROUGH 18 BOTH INCLUSIVE, Adelaide Sub.

HEARING-F
HEARING OF OBJECTIONS TO THE PROPOSED VACATION
OF AN ALLEY IN THE CITY OF WYANDOTTE
NAMELY THE FIFTEEN (15) FOOT WIDE PUBLIC ALLEY ABUTTING THE EASTERLY
LOT LINE OF Lot 18, Adelaide Sub.

FINAL READING OF AN ORDINANCE:

AN ORDINANCE ENTITLED
"AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF WYANDOTTE BY AMENDING SECTION
14-2 (a) and 14-2 (f) ENTITLED "RECEPTACLES-GENERALLY"

REPORTS AND MINUTES:

Municipal Service Commission	June 25, 2014
Design Review Committee	July 1, 2014
Zoning Board of Appeals	June 4, 2014
Fire Commission	May 27, 2014
Downriver Central Dispatch Meeting	July 14, 2014
Cultural & Historical Commission	May 15, 2014
Downtown Development Authority	May 13, 2014
Police Commission	July 8, 2014
Police Commission	May 27, 2014



ST. VINCENT PALLOTTI

Parish

334 Elm | Wyandotte MI 48192
734.285.9840



June 27, 2014

Mayor Joseph Peterson
and City Council Members
City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

Dear Mayor Peterson and Council Members:

The parish of St. Vincent Pallotti would like to request the use of Bishop Park for our annual "Mass in the Park" on Saturday, August 30, 2014. We would be utilizing the grassy area close to the waterfront. Holy Mass would take place at 4:00 p.m.; however, we will be arriving at approximately 2:00 p.m. to set up.

In addition to the use of the park, we are also requesting the following assistance:

1. The use of two golf carts that afternoon to transport those who may need assistance from VanAlstyne to the area where Mass will be celebrated.
2. Assistance from the appropriate department to make sure the power in the dock area is turned on so that we can utilize our PA system.

We are anticipating up to 400 people from not only our parish, but Catholics from other surrounding parishes as well who enjoy celebrating Mass in this beautiful outdoor setting.

We thank you in advance for your approval of our requests and invite you to join us that day for this wonderful celebration. Should you have any questions, please feel free to contact the event coordinator, Christine Furchak, at 734-284-2377.

Sincerely,

Fr. Michael L. Cremin SAC

Fr. Michael Cremin, SAC
Pastor, St. Vincent Pallotti Parish

Honorable Mayor Peterson

Wyandotte City Council members:



Re: sidewalk leveling

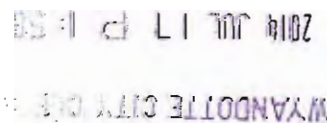
I am disappointed with your policy regarding sidewalk leveling which forbids grinding of high spots. In a city known for its beautiful tree-lined streets your policy encourages the removal of trees to prevent sidewalk tipping, and discourages planting of new trees for the same reason. The cost of grinding verses sidewalk replacement would be a huge cost savings to Wyandotte's citizens. I understand the need for safe sidewalks and streets but I do not see a benefit of sidewalk replacement compared to cement grinding, except for the cement contractors. Please reconsider your current position for the benefit of Wyandotte's homeowners.



John Englehr

1570 Superior Blvd.

7/17/14



OFFICIALS

Thomas Woodruff
CITY ASSESSOR

William R. Griggs
CITY CLERK

Todd M. Browning
TREASURER



COUNCIL

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

JOSEPH R. PETERSON
MAYOR

July 11, 2014

The Honorable City Council
City of Wyandotte
3200 Biddle Avenue – Ste. 300
Wyandotte MI 48192

RE: The Senior Alliance (TSA) 2015 Annual Implementation Plan (AIP)

Gentlemen and Madam:

The Senior Alliance (TSA) provides services to older adults within the 34 communities of southern and western Wayne County. The Office of Services to the Aging requires TSA to request a resolution approving the AIP from each local unit of government in their planning and services area. (A copy of the plan is available for your review at The Senior Alliance website: www.aaa1c.org)

The TSA Board has recommended acceptance of this plan and requests that each municipality adopt a resolution supporting the TSA 2015 Annual Implementation Plan (AIP) as submitted by The Senior Alliance.

Your support of the AIP will be very much appreciated.

Sincerely,

Joseph R. Peterson
Mayor

MODEL RESOLUTION:

Wyandotte, Michigan
Date: July 21, 2014

- WHEREAS the City of Wyandotte, Wayne County, Michigan recognizes the role of the Senior Alliance as the designated Area Agency on Aging for Southern and Western Wayne County to be responsible for planning, developing, coordinating, monitoring, and managing a comprehensive organized service delivery system of services for older adults and caregivers.
- WHEREAS the 34 communities of Southern and Western Wayne County, including the City of Wyandotte, comprises the Planning and Service Area to the agency’s governing body.
- WHEREAS the Office of Services to the Aging require local Area Agencies on Aging to request approvals of their Annual Implementation Plan from their local governments.
- WHEREAS The Senior Alliance has submitted the plan to this honorable body in accordance with federal and state laws.
- WHEREAS The Senor Alliance has held a public hearing for client, caregiver, and service provider population feedback which contributed to the development of the Annual Implementation Plan for Fiscal Year 2015.

NOW, THEREFORE, BE IT RESOVED, that this honorable body of the City of Wyandotte approves the Annual Implementation Plan for Fiscal Year 2015, as presented to the City.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: July 21, 2014

AGENDA ITEM # 4

ITEM: APPROVAL OF WAYNE COUNTY HAZARD MITIGATION PLAN

PRESENTER: Daniel J. Grant, Chief of Police



INDIVIDUALS IN ATTENDANCE: Daniel J. Grant

BACKGROUND: As part of the Wayne County Emergency Operations Plan, Wayne County has adopted a Hazard Mitigation Plan which was published on March 16, 2006. One of the employees of the Wayne County Department of Emergency Preparedness and Homeland Security realized that the communities located in Wayne County had not completed resolutions supporting the plan which is required should emergency situations occur and we are in need of Federal or State funds in case of such an emergency. A copy of the attached resolution was prepared from a template as provided by Wayne County and they have requested all communities in Wayne County to approve the resolution and return it for their files.

STRATEGIC PLAN/GOALS: In accordance with Wyandotte's strategic plan, to protect the health, safety, and general welfare of all of our residents, business owners, and visitors to the City of Wyandotte.

ACTION REQUESTED: Concur with the Police and Fire Departments to adopt the resolution as prepared.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: With the approval of this resolution, there will be no implications on the budget as we are only asking for approval of the resolution as requested by the County of Wayne.

IMPLEMENTATION PLAN: If the resolution is adopted, a signed copy will be forwarded to Wayne County to be filed in accordance with the Wayne County Emergency Operations Plan.

COMMISSION RECOMMENDATION: The Police Commission is aware of this agenda item pending council approval and it is anticipated that they will affirm the adoption of the resolution at their next meeting on August 12, 2014.

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation.

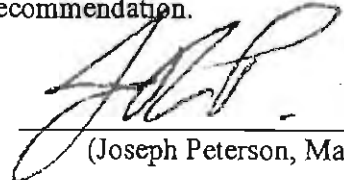


(Todd Drysdale, City Administrator)

LEGAL COUNSEL'S RECOMMENDATION: Concur with recommendation.

(William Look, City Attorney)

MAYOR'S RECOMMENDATION: Concur with recommendation.



(Joseph Peterson, Mayor)

LIST OF ATTACHMENTS:

1. Resolution adopting the Wayne County Hazard Mitigation Plan
2. Wyandotte Support of Emergency Operations Plan
Signed by Mayor James R. DeSana on 3-02-09

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: July 21, 2014

RESOLUTION by Councilman _____

BE IT RESOLVED BY THE CITY COUNCIL that Council Concurs with the adoption of the Wayne County Hazard Mitigation Plan and

FURTHER RESOLVED BY THE CITY COUNCIL that subsequent to approval of the plan, a signed copy will be forwarded from the City Clerk's Office to Wayne County to be filed in accordance with their Emergency Operations Plan protocol.

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

ADOPTION OF THE WAYNE COUNTY HAZARD MITIGATION PLAN

WHEREAS, the mission of the City of Wyandotte includes the charge to protect the health, safety, and general welfare of the people of Wyandotte; and

WHEREAS, Wyandotte, Michigan is subject to flooding, tornadoes, winter storms, and other natural, technological, and human hazards; and

WHEREAS, and the Wayne County Department of Homeland Security and Emergency Management and the Wayne County Local Emergency Planning Committee, comprised of representatives from the County, municipalities, and stakeholder organizations, have prepared a recommended Hazard Mitigation Plan that reviews the options to protect people and reduce damage from these hazards; and

WHEREAS, The City of Wyandotte has participated in the planning process for development of this Plan, providing information specific to local hazard priorities, encouraging public participation, identifying desired hazard mitigation strategies, and reviewing the draft Plan; and

WHEREAS, the Wayne County Department of Homeland Security and Emergency Management, with the Wayne County Local Emergency Planning Committee (LEPC), has developed the WAYNE COUNTY HAZARD MITIGATION PLAN (the "Plan") as an official document of the County and establishing a County Hazard Mitigation Coordinating Committee, pursuant to the Disaster Mitigation Act of 2000 (PL-106-390) and associated regulations (44 CFR 210.6); and

WHEREAS, the Plan has been widely circulated for review by the County's residents, municipal officials, and state, federal, and local review agencies and has been revised to reflect their concerns; and

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Wyandotte that:

1. The Wayne County Hazard Mitigation Plan (or section(s) of the Plan specific to the affected community) is/are hereby adopted as an official plan of the City of Wyandotte.
2. The Chief of Police and the Fire Chief are charged with supervising the implementation of the Plan's recommendations, as they pertain to the City of Wyandotte and within the funding limitations as provided by the Wyandotte City Council or other sources.
3. The Chief of Police and Fire Chief shall give priority attention to the following action items recommended in portions of the Plan specific to the City of Wyandotte:
 - a. Flooding, Section 4.73, page 57.
 - b. Hazmat Incidents, Sections 4.81/4.82, page 61.
 - c. Weather Related Incidents, Sections 4.15/4.16/4.18, pages 82 – 89, and 97.

Passed by the City Council for the City of Wyandotte on July 21, 2014.

Signature Title

Signature Title

Vote:

Yes _____

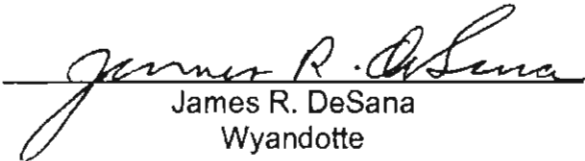
No _____

SUPPORT EMERGENCY OPERATIONS PLAN

FOR

Community of Wyandotte

I certify that this support plan is current and is the official plan for the Community of **Wyandotte**, consistent with, and to be used in conjunction with, the Wayne County Emergency Operations Plan. The policies contained herein do not discriminate on the basis of race, color, national origin, religion, sex, age, handicap, or political beliefs.


James R. DeSana
Wyandotte

3-2-09

Date

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: July 14, 2014

AGENDA ITEM # 5

ITEM: Fire Department – Wyandotte Fire Fighter’s MDA fill the Boot Fundraiser

PRESENTER: Jeffery Carley, Fire Chief

INDIVIDUALS IN ATTENDANCE: Ray Wagoner, Wyandotte Fire Fighter’s Lo. 356

BACKGROUND: For Many years the Wyandotte Fire Fighters IAFF Local 356 has partnered with MDA in the Fire the Boot Fundraiser soliciting donation on the corner of Fort St. and Eureka and Fort St. and Ford Ave.

STRATEGIC PLAN/GOALS: N/A

ACTION REQUESTED: Adopt a resolution granting permission to the Wyandotte Fire Fighters to solicit donation for MDA’s annual Fill the Boot Fundraiser.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: Concurs with recommendation

CITY ADMINISTRATOR’S RECOMMENDATION: *Shydel*

LEGAL COUNSEL’S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *Joseph R Peterson*

LIST OF ATTACHMENTS

1. Letter from Wyandotte Fire Fighter requesting permission
2. Letter from Wyandotte Fire Commission endorsement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: July, 14 2014

RESOLUTION by Councilman _____

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

A Resolution granting permission to the Wyandotte Fire Fighters Local 356 to conduct their annual MDA fill the Boot fundraiser on July 28th – 31st on the corner of Fort St & Eureka and Fort St. and Ford Ave.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec



INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 356

WYANDOTTE, MICHIGAN 48192

Fire Chief Jeff Carley,

City of Wyandotte Police & fire Commission,

Wyandotte Mayor & City Council,

July 28th-31st the Wyandotte Firefighters I.A.F.F. local 356 would like to do our MDA fill the boot charity fundraiser. We will be utilizing the corners of M-85 & Eureka and M-85 and Ford ave. We have done this fundraiser many years in the past and all the money collected goes to people in Wyandotte that have muscular dystrophy. Thank you!

Raymond Wagoner

President Wyandotte Firefighters I.A.F.F. local 356

A handwritten signature in black ink, appearing to read 'Raymond Wagoner', with a long horizontal flourish extending to the right.

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

July 8, 2014

Mayor and City Council
3200 Biddle
Wyandotte, Michigan 48192

Dear Mayor and City Council:

The City of Wyandotte Police and Fire Commission concurs with the recommendation of the Fire Chief to allow the Wyandotte Fire Fighters Lo. 356 to hold their annual MDA fill the boot charity fundraiser.

Sincerely,

John Harris
President
Police and Fire Commission

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: July 21, 2014

AGENDA ITEM # 6

ITEM: August Primary Ballot Proposal #1 – Creation of Local Community Stabilization Authority

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Ballot Proposal #1 on the August 5, 2014, primary election is intended to address the revenue loss that municipalities will be faced with due to the phase-out of the personal property tax. The state use tax is a companion tax to the sales tax. Use tax of 6% must be paid on the total price (including shipping and handling charges) of all taxable items brought into Michigan or purchases by mail from out-of-state retailers. Credit is given for tax paid to another state. Use tax is also applied to certain services such as telecommunications and hotel/motel accommodations.

The current use tax is allocated to the State's General Fund (\$.04 on the dollar) and the School Aid Fund (\$.02 on the dollar). The ballot question asks voters to reorganize the current state use tax into a state share tax and a local community stabilization share tax. Thus, this would give local municipalities a portion of the share currently directed to the State's General Fund. These two taxes would be levied on the use, storage, and consumption of "tangible personal property". Note that an affirmative vote does not raise taxes for a homeowner.

This change, including the intended phase-out of personal property tax, is intended to modernize the state tax system which should help small businesses grow and create jobs. Importantly for the City, this change provides for a mechanism to replace all of the revenue lost by the eventual elimination of the personal property tax.

STRATEGIC PLAN/GOALS: To be financially responsible

ACTION REQUESTED: The undersigned recommends the City Council support the Ballot Proposal #1 on the August 5, 2014, primary election.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None although future tax revenue reductions (caused by the elimination of the personal property tax) is avoided if the ballot question passes.

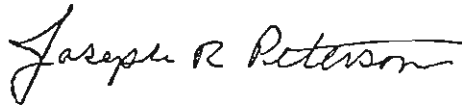
IMPLEMENTATION PLAN: None

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR’S RECOMMENDATION: Concur

LEGAL COUNSEL’S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

1. Editorial – Detroit Free Press
2. Editorial – Detroit News

MODEL RESOLUTION:

WHEREAS, local governments in Michigan have struggled with unstable funding needed to provide services; and

WHEREAS, Michigan businesses have struggled with an uncompetitive tax on business; and

WHEREAS, small businesses and manufacturers power our economy and are the largest contributor to job growth in Michigan; and

WHEREAS, no other state in our region taxes business equipment the way Michigan does – and most of those states don’t tax it at all, which makes Michigan significantly less competitive when it comes to job creation and business investment; and

WHEREAS, Michigan communities have struggled for years to pay for essential services like police, fire, ambulances, schools and jails; and

WHEREAS, Michigan communities have relied on this shrinking source of Personal Property Tax revenue to provide other community services as well, including roads, transportation and libraries; and

WHEREAS, with bipartisan support the Michigan Legislature has voted to reform the antiquated personal property tax to help increase Michigan’s competitiveness with other states and remove an onerous tax that will allow more business investment and create more jobs while providing a stable revenue source for local communities; and

WHEREAS, this is not a constitutional amendment but the state constitution requires Michigan voters to approve certain changes in local taxes; and

WHEREAS, local governments have struggled with unstable funding needed to provide services and business have struggled with an uncompetitive tax on equipment for years; and

WHEREAS, Proposal 1 on the August 5, 2014 ballot, will make Michigan more competitive, which will help local communities to attract more businesses and talent and create local jobs; and

WHEREAS, Proposal 1 is supported by the Michigan Municipal League, the Michigan Townships Association, Michigan Association of Chiefs of Police, Michigan Association of Police Organizations, Michigan Community College Association, Michigan Farm Bureau, the Small Business Association of Michigan, Michigan Sheriffs Association, Michigan Chamber of Commerce, National Association of Independent Businesses and the Michigan Manufacturers Association, among others; and

NOW, THEREFORE, BE IT RESOLVED, the City of Wyandotte hereby expresses its strong support for Proposal 1 to eliminate the unfair double tax and strengthen our communities.

Editorial: Vote yes on Proposal 1

By the Detroit Free Press Editorial Board Filed Under Opinion Editorials

Jul. 15

freep.com



If you value municipal services — such as libraries, police and fire departments, schools and road maintenance — it's clear that Michiganders should vote yes on Proposal 1. 2004 photo by Mary Schneider-Detroit Free Press

Proposal 1: What you'll see on the ballot

APPROVAL OR DISAPPROVAL OF AMENDATORY ACT TO REDUCE STATE USE TAX AND REPLACE WITH A LOCAL COMMUNITY STABILIZATION SHARE TO MODERNIZE THE TAX SYSTEM TO HELP SMALL BUSINESSES GROW AND CREATE JOBS

The amendatory act adopted by the Legislature would:

1. Reduce the state use tax and replace with a local community stabilization share of the tax for the

purpose of modernizing the tax system to help small businesses grow and create jobs in Michigan.

2. Require Local Community Stabilization Authority to provide revenue to local governments dedicated for local purposes, including police safety, fire protection, and ambulance emergency services.

3. Increase portion of state use tax dedicated for aid to local school districts.

4. Prohibit Authority from increasing taxes.

5. Prohibit total use tax rate from exceeding existing constitutional 6% limitation.

Should this law be approved?

With the August primary still two months away, we haven't even begun to decide which candidates we'll endorse for the mass of state and local offices up for election.

But there's one question on the August ballot that we're ready to support wholeheartedly: Proposal 1, which allows for the phaseout half of Michigan's personal property tax on business and commercial equipment.

Voters may find Prop 1 complicated. It is.

They may think Prop 1 raises taxes. It doesn't.

Proposal 1 eliminates the personal property tax for many businesses

☑, without a tax increase on Michigan residents, and guarantees that municipalities will have a revenue source to replace that tax.

If you value municipal services — such as libraries, police and fire departments, schools and road maintenance — it's clear that Michiganders should vote yes on Proposal 1.

Hit with a double whammy on taxes

In 2012, the state Legislature voted to phase out most of the cumbersome personal property business tax by 2023. The tax is based on equipment, including office furniture and machinery, that a business owns. Already, businesses with less than \$80,000 of taxable personal property value have been exempt from paying the tax since the start of this year.

Businesses hate the personal property tax, and because it's based on the changing value of business equipment, it can be unpredictable for the cities that receive it. States across the country are cutting personal property tax levies, and most Midwestern states don't have it. So a key goal in this effort is to make Michigan a more competitive place to do business.

Business and government leaders say the personal property tax effectively double-taxed businesses for buying new equipment or fixtures. Business owners

☑ pay 6% sales tax on equipment, ranging from desks and computers to heavy machinery. In subsequent years, business owners continue to pay the personal property tax based on a decreasing valuation of those items.

Municipal leaders say that because the value of the items taxed changes yearly — and because personal property tax assessments are based on local millage rates — calculating the appropriate level of taxation, and ensuring business owners were paying the right amount was a bureaucratic nightmare.

The amount generated by the personal property tax changes every year and is subject to economic fluctuations that kept business owners from buying new equipment or replacing old things. So cities didn't consider it a steady revenue stream. The replacement tax would generate revenue at a steady rate, making it easier for cities to budget for the year ahead.

Understanding the replacement tax

While unpredictable, the personal property tax has made up significant portions of the tax bases for industrial cities across the state, which is why the replacement tax — on the ballot in August — is so important.

In 2010, the personal property tax made up \$11 million, or 15.25%, of Warren's tax revenue. For River Rouge, the personal property tax accounted for \$7.8 million, or 56.8%, of its tax base. And for Pontiac, \$3 million, or 15% of its tax revenue. The personal property tax generated \$1.2 billion in 2011, paid by tens of thousands of Michigan businesses.

Replacing that revenue is important because cities across Michigan are struggling — still facing sharp revenue drops in the aftermath of the mortgage crisis, and dealing with substantial cuts to state revenue-sharing payments over the last decade.

Certain businesses, such as utilities, will continue to pay the personal property tax.

Here's how the replacement tax will work:

The ballot proposal authorizes a new statewide authority to receive a share of the existing state use tax, which is primarily a business tax paid on out-of-state purchases and things like hotel and motel rooms, cars

and telecommunication services. This change, which must be approved by voters, would not increase taxes.

The new authority will use all of its use-tax revenue to reimburse local units of government for reductions in the personal property tax on small-business and manufacturing equipment that will total about \$600 million in 10 years.

Beginning in 2016, the state will levy an assessment that manufacturers must pay in order to receive the personal property tax relief. Small businesses

will not have to pay the assessment. The assessment will replace about 20% of the revenue lost from the personal property reductions. All told, it's a roughly \$500-million personal property tax cut for Michigan small businesses and manufacturers. The state will recoup its loss of use-tax revenue by allowing about \$600 million in business tax credits to expire.

There's no apparent opposition to Prop 1, but because the ballot language isn't user-friendly, proponents of the proposal fear that some voters might default to "no," believing it's a new tax — or skip voting on the proposal entirely.

Ultimately, if voters don't approve Prop 1, the personal property tax will go back into effect, along with the bureaucratic mess it causes businesses and cities.

Reforming Michigan's tax policy, making the state more attractive to business owners, has been one of Gov. Rick Snyder's top priorities. We haven't always agreed with his decisions, but on this one, we're all in. Municipalities need steady funding; both businesses and municipalities need less overhead in the taxation process.

Take the time to read the ballot language, and information about the tax replacement, and vote yes on Aug. 5.

[Read More](#)

Editorial: Vote yes on Prop 1

Tue, Jul 15

detroitnews.com



Victor Muller, CEO and Founder, Spyker Cars

Proposal 1 on the Aug. 5 primary ballot is a confusing tax initiative that could leave voters puzzled about what it actually will do.

So here's what you need to know:

- Prop 1 would repeal Michigan's Personal Property Tax, which is levied on business equipment.

- The Personal Property Tax, or PPT, is arcane and has been eliminated in all of our neighboring states. The fact

that Michigan retains the tax makes it less competitive for jobs and investment.

- The PPT is a double tax that discourages businesses to add the equipment needed to create jobs. Employers must pay the sales tax on whatever they buy, and then pay the PPT every year the equipment is in use.

- Passing Prop 1 will not result in a tax increase for individuals.

- Tax revenue lost to local communities, which are the primary beneficiaries of the PPT, will be replaced by expiring business tax credits. There will also be a new special assessment on businesses to recoup some of the PPT dollars.

The Legislature passed a bill in 2012 that would slowly phase out the PPT, if voters give their approval in the Aug. 5 vote. A no vote would keep the tax intact — a bad outcome for Michigan. The personal property tax is particularly onerous on manufacturers, which require expensive machines and tools to operate. But it also hits small businesses, whose computers and furniture are taxed.

Phase out of the tax would begin in 2016 and be completed by 2023. And although repeal of the tax was initially unsettling for local communities, most municipal organizations and officials supported Prop 1 once they were guaranteed 100 percent of lost revenue will be replaced.

In fact, the new formula called for under Prop 1 should provide a more stable revenue base for local governments.

It should be an economic stimulus for Michigan. Businesses now have to weigh the cost of the PPT in making decisions to purchase machinery or computers. With the PPT gone, many businesses are expected to move ahead with replacing aging equipment.

Repealing the PPT should not be seen as yet another tax break for businesses. Businesses fund the full replacement of PPT revenue. Individual taxes will not be impacted at all by passage.

Tax reform is not always about either lowering or raising taxes. As in this case, it is often about focusing on the way the government raises revenue, rather than the amount raised. Michigan communities will have the same level of tax revenue collected from businesses after Prop 1 passes, but it will be raised in a way that is less damaging to their competitiveness.

Everybody wins if Prop 1 passes. Voters should not get caught up in the awkwardly worded language of the proposal, nor in suspicions that it's a backdoor business tax break. It isn't.

Instead, it's a much needed updating of the tax code that will provide local communities with a more stable revenue stream and businesses with a more rational tax burden.

▪ .

Support of the pensioners for the plan of adjustment was critical to settling Detroit's bankruptcy on an expedited timetable.

•

Hasn't outsourcing cost Michiganians enough?



In the DVoice blog, 20 active and influential young professionals offer commentary about Detroit events, trends, restaurants, bars, businesses, the arts, real estate and much more. They tell the story of their city and what it is becoming.



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: July 21, 2014

AGENDA ITEM # 7

ITEM: August Primary Election – Wayne County Transit Authority (SMART) Millage Renewal and Increase

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: A request for a millage renewal and increase is on the August 5, 2014, primary election to support the operation of the Suburban Mobility Authority for Regional Transportation (SMART). Residents of the City benefit from services provided by SMART including the use of donated handicap accessible vehicles and funding for the Senior Transportation and Taxi Token programs. The Superintendent of Recreation has summarized the benefits of this SMART funding in the attached document. Representatives from SMART have informed the City that these services are at risk of elimination if the millage increase fails. Note that the millage has to be passed by a majority of voters in Wayne County for the service to continue in the County. The requested 0.41 mill increase (from the current .59 to 1.0 mill), is anticipated to cost the average homeowner in the City approximately \$16.00 annually.

STRATEGIC PLAN/GOALS: To offer the finance services to the citizens.

ACTION REQUESTED: Receive and place the information on file

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None

IMPLEMENTATION PLAN: None

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: 1. Memorandum from Superintendent of Recreation

MODEL RESOLUTION: Receive and place on file

OFFICIALS

William Griggs
CITY CLERK

Todd Browning
CITY TREASURER

Thomas Woodruff
CITY ASSESSOR



MAYOR
Joseph Peterson

COUNCIL
Sheri Sutherby-Fricke
Daniel Galeski
Ted Miciura Jr.
Leonard Sabuda
Don Schultz
Lawrence Stec

JUSTIN LANAGAN
SUPERINTENDENT OF RECREATION
DEPARTMENT OF RECREATION, LEISURE AND CULTURE

On August 5th, 2014, there will be a ballot item that pertains to the SMART Millage for Wayne County. The outcome of this millage could negatively affect some of the services the City of Wyandotte offers to our residents. SMART has provided the City of Wyandotte with a 12 person handicap accessible bus and an 8 person handicap accessible van. SMART also provides the City of Wyandotte with approximately \$58,000 to fund our Senior Transportation and Taxi Token programs.

The SMART funding is used to pay the yearly insurance premiums on the vehicles (\$12,000 annually), repairs to the vehicles (\$3,000-\$5,000 annually), and to subsidize the Taxi Token program (\$40,000 annually). The City of Wyandotte funds the Senior Transportation program by paying the part-time employee wages of the drivers and dispatcher as well as fuel and oil costs (approximately \$31,500).

The Senior Transportation program is designed to help seniors and handicap persons who cannot drive make it doctor appointments, grocery shopping, and other miscellaneous errands Monday through Friday between 830am-130pm. The bus and van are also used to transport handicap persons to ARKAY, an organization that assists developmentally and elderly disabled adults. The Taxi Token program is a program we run in cooperation with Trinity Transportation. The cost of a Taxi Token is \$3.50, which only costs the user \$1.75 as we subsidize the other half through SMART funds. Taxi tokens are purchased through the Recreation Department and can be used 24 hours a day, 7 days a week. A one way trip anywhere in Wyandotte requires 2 tokens.

If the SMART Millage does not pass, I have been informed by SMART that all SMART services (public transportation) including our funding will cease by the end of this year. This also includes the loss of our donated bus and van. If the city wished to continue the Senior Transportation and Taxi Token programs, we would need to purchase a bus and a van, as well cover the \$58,000 we receive from SMART to cover insurance, repairs, and the token subsidy.

The millage is a slight increase over the current expiring millage of .59 mills. The increase will be to 1.0 mills, an increase of .41 mills through 2018. The average Wyandotte homeowner will see an increase of less than \$16 per year.

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

July 8, 2014

Mayor and City Council
City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

Dear Honorable Mayor and City Council Members:

2014 JUL 10 A 11:05
WYANDOTTE CITY CLERK

SUBJECT: TRAFFIC CONTROL ORDER 2014-03

After review, the Traffic Bureau and Inspector Pouliot recommend the installation of "Handicap Parking Signs" in front of 3618 Ninth St., Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Inspector Pouliot, this letter serves as a recommendation for Council support of Traffic Control Order 2014-03 as specified on said order.

If there are any additional questions, please feel free to contact my office at extension 4424.

Sincerely,

Daniel J. Grant
Chief of Police

City of Wyandotte

Traffic Control Order

TRAFFIC CONTROL ORDER # **2014-3**

Parking ☐

Speed ☐

Signs to be installed ☒

Other ☐

Traffic Code

ORDER TO PLACE SIGNS REGULATING TRAFFIC

The Police and Fire Commission, after having caused an engineering and traffic investigation to be conducted, do hereby direct pursuant to the City of Wyandotte Michigan Code of Ordinance, Chapter 35, Article II, and in conformance with the Michigan Uniform Traffic Code, as amended and adopted by the City of Wyandotte, Michigan,:

The installation of:

- "Handicap Parking Signs" at 3618 Ninth St.

This Traffic Control Order shall be filed in the Office of the City Clerk, City of Wyandotte, Michigan.

POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN

DATE:

FILED WITH CITY CLERK, BY CHIEF OF POLICE DANIEL GRANT, CITY OF WYANDOTTE, MICHIGAN

DATE:

CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN

DATE:

CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign_Removal»

Reason: «Note»

Amendment Approved by the Police & Fire Commission

Date:

Signature

Copy Forwarded To: Wyandotte City Clerk and Department of Public Works

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: July 21, 2014

AGENDA ITEM # 9

ITEM: Autodesk AutoCAD 2015 Government Upgrade

PRESENTER: Mark Kowalewski, City Engineer; Dave Fuller, Director of Information Technology

Mark Kowalewski 7-16-14

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski, City Engineer; Dave Fuller, Director of Information Technology

7-16-14

BACKGROUND: On February 1st, 2015, Autodesk will no longer offer AutoCAD software renewals. In order to upgrade the software after February 1st clients will need to purchase a new software License. License's are required for each individual user or seat. Currently, Autodesk is offering a promotional renewal discount to help clients upgrade to current versions given the policy change coming Feb. 1st. This will allow the City to upgrade our current 2011 version of AutoCAD to version 2015.

The cost for this upgrade is \$2,062.69 per seat (x2) and is attached. The cost after July 25th is \$2,597.85 per seat (x2) and after February 1st \$3,197.26 per seat (x2). The undersigned recommends upgrading the software before July 25th and utilizing our current provider **DLTSOLUTIONS**, Herndon, VA. This will also allow the upgrading of one of the current computer operating systems of windows XP to be upgraded to windows 7 which cannot be done with the current version of AutoCAD. By upgrading to windows 7 this user will be on the same platform as other computers.

STRATEGIC PLAN/GOALS: We are committed to creating fiscal stability, streamlining government operations, making government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstones of our City government. We believe the consequences of our efforts in this area will be increased trust and confidence in Wyandotte City government by providing the public with friendly, responsive, reliable, customer-focused services.

ACTION REQUESTED: Approve software upgrade to AutoCAD 2015 at a cost of \$4,125.38 with **DLTSOLUTIONS**

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account # 101-440-750-220

IMPLEMENTATION PLAN:

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

Approved

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: DLTSOLUTIONS cost for software upgrade.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: July 21th, 2014

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council approves the AutoCAD software upgrade with **DLTSOLUTIONS** for the purchase and installation of AutoCAD version 2015 in the amount of \$4,125.38 for two (2) seats from account # 101-440-750-220.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura, Jr.
Sabuda
Schultz
Stec



Price Quotation

Quote: 4375472
Reference: 1001550
Date: 07/14/2014
Expires: 07/25/2014

To: Mr. Ralph Hope
City of Wyandotte
3131 Biddle Avenue
Wyandotte, MI 481925915

From: Jason Kramek
DLT Solutions, LLC
13861 Sunrise Valley Drive
Suite 400
Herndon, VA 20171

Phone: (734) 324-4525
Fax:
Email: rhope@wyandotte.org

Phone: (703) 773-8982
Fax: (866) 708-6705
Email: jason.kramek@dltsolutions.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-0128ELJ-1P1	OM	2	\$2,062.69	\$4,125.38
Autodesk AutoCAD 2015 Government Upgrade from Previous Releases 1-6 back (incl LT) ELD PROMO (1-6X Upgrades With Subscription) (Valid 5/7/14 - 7/25/14) Promotional pricing end 7/25. Pricing is contingent on customer owning 2 upgradeable licenses					

This quote is being sent on behalf of IMAGINiT Technologies, your Autodesk Solutions Provider.

Total: \$4,125.38

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
DLT's standard Terms & Conditions apply

**PLEASE REMIT
PAYMENT TO:**

ACH: DLT Solutions, LLC
SunTrust Bank
ABA # 061000104
Acct # 1000032705898

-OR-

Mail: DLT Solutions, LLC
PO Box 102549
Atlanta, GA 30368

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

Documentation to be submitted to validate Invoice for payment:

- Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: July 21, 2014

AGENDA ITEM #

10

ITEM: Transient Marina Committee

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 7-16-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: On March 18, 2013, City Council authorized the City Engineer to apply for grants for the construction of a Transient Marina at Bishop Park. The grant request has been approved in the amount of \$1,170,500.00 or 50% of the cost to construct the project. This information was presented to City Council on June 30, 2014. Council resolved that the City Engineer should form a Committee to seek possible outside funding for the operation, maintenance and marketing of the proposed Transient Marina. The following persons have agreed to be on the Committee:

Lori Shields	Recreation Commission
Al Fritz	Wyandotte Business Association
John Rusu	Wyandotte Business Association
Pat Slack	Downtown Development Authority
Leo Stevenson	Downtown Development Authority
Mark Kowalewski	City Engineer
Todd Drysdale	City Administrator
Natalie Rankine	Director of the Downtown Development Authority
Leonard Sabuda	City Council
Ben Tallerico	Planning Consultant (Beckett & Raeder)

The Committee will meet on Wednesday mornings at 8:00 a.m. The meeting dates will be posted as public meetings.

STRATEGIC PLAN/GOALS: Designing and developing a transient marina adjacent to the downtown using external funding sources.

ACTION REQUESTED: Concur with the Committee Members.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Transient Marina Committee will meet and update Council.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

Drysdale

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: July 21, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer to form a Transient Marina Committee to seek possible outside funding for the operation, maintenance, and marketing of the proposed Transient Marina at Bishop Park Committee to consist of Lori Shields, Recreation Commission, Al Fritz, Wyandotte Business Association, John Rusu, Wyandotte Business Association, Pat Slack, Downtown Development Authority, Leo Stevenson, Downtown Development Authority, Mark Kowalewski, City Engineer, Todd Drysdale, City Administrator, Natalie Rankine, Director of the Downtown Development Authority and Leonard Sabuda, City Council; AND

Leonard, Ben Tallenico.

BE IT FURTHER RESOVLED that the Transient Marina Committee will meet and report findings back to the City Council.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: July 21, 2014

AGENDA ITEM # 11

ITEM: Leave of Absence Request of Peter Taormina

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 7-14-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Article 11.1 of the Agreement between the City of Wyandotte and American Federation of State, County and Municipal Employees (AFSCME) Local #894 states,

“A regular employee may be granted, at the discretion of the City Council, a leave without pay for any of the following reasons, except that in the case of physical or mental disability of the employee, the Council shall grant approval for a leave of absence without pay upon written recommendation of the City Engineer to the City Council and in accordance with the terms of the federal Family and Medical Leave Act, where application:

- A. Physical or mental disability of the employee.
- B. Election or appointment to any public office, except to the office of Mayor and Councilman in the City of Wyandotte
- C. Reasons sufficient in the opinion of the Council to warrant such leave of absence.”

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Concur with the City Engineer to approve the request for leave of absence by Peter Taormina.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Authorize leave of absence to Peter Taormina.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Dunlap*

LEGAL COUNSEL'S RECOMMENDATION: *in both*

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Letter from Peter Taormina

Peter Taormina
525 St. Johns
Wyandotte, Michigan 48192

July 8, 2014

Mark Kowalewski, City Engineer
City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mr. Kowalewski:

I am requesting a leave of absence due to my neck injury until November 1, 2014. I have exhausted all my sick and vacation time.

Very truly yours,

Peter Taormina

A handwritten signature in cursive script that reads "Pete Taormina". The signature is written in dark ink and is positioned below the typed name "Peter Taormina".

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: July 21, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY MAYOR AND CITY COUNCIL that the request for a leave of absence until November 1, 2014, for Peter Taormina is hereby approved.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: July 21, 2014

AGENDA ITEM #

12

ITEM: Acquisition of the property at 140 Superior and sale of Former 333 Maple

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski, 7-16-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City entered into a Purchase Agreement on March 17, 2014, (See attached Resolution) for the property known as Doherty Hall (IMC Convent) 140 Superior. The Phase I investigation indicates the possibility of an underground storage tank (UST) which may have been used for heating. The Downriver Community Conference (DCC) Downriver Area Brownfield Consortium (DABC) has agreed to provide a grant of \$10,000 to provide for continued investigation of the UST. This has delayed closing on the property. The Amendment to the Purchase Agreement is to permit the closing of 333 Maple independent of the remainder of the Agreement. This will allow for the timely construction of the home at 333 Maple without affecting the remainder of the Agreement.

STRATEGIC PLAN/GOALS: We are committed to enhancing the community's quality of life 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. 3. Fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Authorize the Mayor and City Clerk to execute the Amendment to the Purchase Agreement for the acquisition of 140 Superior

BUDGET IMPLICATIONS & ACCOUNT NUMBER: TIFA 492-200-850-519 acquisition.

IMPLEMENTATION PLAN: Proceed with Purchase Agreement as presented to City Council

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

schuydal

Reviewed CONTRACT AS TO FORM ONLY

LEGAL COUNSEL'S RECOMMENDATION:

Joseph R Peterson

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Proposed Amendment to Purchase Agreement; City Council Resolution dated March 18, 2014 and email from DCC approving the additional testing

**AMENDMENT NO. 1 TO
AGREEMENT FOR PURCHASE AND SALE**

THIS AMENDMENT NO. 1 TO AGREEMENT FOR PURCHASE AND SALE ("Amendment") is made as of July____, 2014, by and between Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Seller"), whose address is 1234 Washington Blvd, Detroit, Michigan 48226, and the City of Wyandotte, a Municipal corporation ("Purchaser"), whose address is 3200 Biddle Avenue, Wyandotte, Michigan 48192.

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Agreement for Purchase and Sale effective as of March 18, 2014 ("Purchase Agreement"), relating to the purchase and sale of certain real property located in the City of Wyandotte, County of Wayne, and State of Michigan, commonly referred to as Doherty Hall, as more particularly described in Exhibit A of the Purchase Agreement (the "Property");

WHEREAS, Seller is also the owner of certain real property situated in the City of Wyandotte, County of Wayne and State of Michigan, commonly referred to as the St. Joseph Rectory, as more particularly described in Exhibit B of the Purchase Agreement (the "Rectory Property"), and, pursuant to the terms of the Purchase Agreement, Purchaser agreed to demolish the existing rectory on the Rectory Property and to construct a parking lot thereon;

WHEREAS, Pursuant to the terms of the Purchase Agreement, Purchaser agreed to sell the vacant lot at 333 Maple, Wyandotte, Michigan ("333 Maple") to Seller pursuant to the terms set forth in Exhibit C attached to the Purchase Agreement;

WHEREAS, Purchaser and Seller desire to close the purchase and sale of 333 Maple prior to consummating any of the other transactions contemplated by the Purchase Agreement;

WHEREAS, Seller and Purchaser desire to amend certain terms and conditions of the Purchase Agreement as more particularly set forth herein; and

NOW, THEREFORE, in consideration of the mutual premises and covenants contained in this Amendment, Seller and Purchaser hereby agree as follows:

1 **Conveyance of 333 Maple.** Anything in the Purchase Agreement to the contrary notwithstanding, the parties hereby agree that the closing of the purchase and sale of 333 Maple shall occur in accordance with the terms set forth in Exhibit C attached to the Purchase Agreement prior to the closing of any other transaction contemplated by the Purchase Agreement and such closing shall not constitute as the "Closing" as defined in the Purchase Agreement.

2. **Ratification; No Further Agreement.** Except as specifically amended herein, all the terms and provisions of the Purchase Agreement are hereby ratified and affirmed to be in full force and effect as of the date hereof. To the extent of any conflict between the Purchase Agreement, and this Amendment, the terms and provisions of this Amendment shall govern and control. Seller's

execution of this Amendment shall not be deemed an agreement to any further or other amendment and/or extension of the Agreement.

3. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

4. **Counterparts.** It is understood and agreed that this Amendment may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart. Delivery of signatures by fax or PDF shall be deemed delivery of originals.

IN WITNESS WHEREOF, the parties hereby execute this Amendment to be effective as of the day and year first above written.

City of Wyandotte

By: _____

Is: _____

Allen H. Vigneron, Roman Catholic
Archbishop of the Archdiocese of Detroit

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

March 18, 2014

RESOLUTION

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

By Councilman Ted Miciura Jr.
Supported by Councilwoman Sheri M. Fricke

RESOLVED by the City Council that Council CONCUR with the recommendation of the City Engineer to acquire the property at 140 Superior in the amount of \$90,000.00 to be appropriated from TIFA Area Funds; AND BE IT FURTHER RESOLVED that Council directs the City Engineer to conduct a Phase I Environmental Survey at 353 Elm Street and 140 Superior ; to obtain bids for the demolition of both properties and obtain a bid for the construction of a surfaced parking lot with a report back to City Council on said costs; AND BE IT FURTHER RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement.

YEAS: Councilmembers Fricke Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on March 17, 2014.

William R. Griggs
William R. Griggs
City Clerk

CC: City Administrator

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 17, 2014

WYANDOTTE CITY CLERK
AGENDA ITEM # _____

2014 MAR 13 P 3:40

ITEM: Property Acquisition

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 3-10-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The attached Purchase Agreement for the property known as Doherty Hall (IHM Convent), 140 Superior, is \$90,000. The property is 100' x 150' and is zoned Single Family (RA). The demolition/Phase I Environmental Survey including any removal of asbestos at the rectory located at 353 Elm Street and construction of a surfaced parking lot are Improvements (Paragraph 10) that the City would agree to complete as a Project.

The Archdiocese has agreed to reimburse the City up to \$90,000 of the cost to complete the Project, provided that if the cost to complete the Project, determined prior to commencement of the Project, exceeds \$90,000, either party may elect to terminate the Agreement.

The Archdiocese will also be purchasing the vacant lot at former 333 Maple for \$1.00 for the construction of a single family dwelling. This home would consist of approximately 1,467 square feet, 3 bedrooms, exterior to be vinyl siding, full basement, and two (2) car detached garage.

The City has the right to terminate the Agreement after conducting a Phase I Environmental Survey of Doherty Hall, 140 Superior.

The public will have use of the parking lot owned by St. Vincent Pallotti (St. Joseph Campus) between Elm Street and Maple Street between 3rd Street and 4th Street except during church events for a twenty (20) year term for \$1.00.

NOTE: The Engineering Department will apply to the Downriver Community Conference Brownfield Consortium USEPA Assessment Grant Program for the Phase I Environmental Assessment for 140 Superior and 353 Elm.

STRATEGIC PLAN/GOALS: The City is committed to a three-pronged economic development strategy: 1. Commercial expansion in the Downtown and Fort Street; 2. By being a "Good Neighbor" to BASF and other current and prospective industries; and 3. Expansion and "Good Neighbor" to the city's growing Medical and Health complex along Biddle surrounding Wyandotte Henry Ford Hospital by; a. Seeking out industrial opportunities which build on the new leadership position of the State of Michigan, as well as the growing strengths of Wyandotte and the Detroit Metro region in clean technology (especially renewable energy manufacturing and servicing). This is an emerging industry that could benefit from Wyandotte's traditional industrial strengths and highly skilled workforce; b. Developing a plan for increasing professional, scientific and technical service jobs, which include occupations such as attorneys, accountants, software developers, architects, engineers and health care workers. These professions represent key opportunities for growth, especially along the Biddle corridor; c. Focusing economic development efforts on increasing commercial and industrial developments. This would result in an increase in the ratio of commercial/industrial assessed valuation to residential valuation, increase local employment and further develop a healthy business climate in the City and d. Creating an Economic Development Commission to serve as advisors to the City Council on opportunities for improving the business climate.

ACTION REQUESTED: Authorize the Mayor and City Clerk to execute the Purchase Agreement for 140 Superior, direct the City Engineer to conduct a Phase I Environmental Assessment of 353 Elm Street and 140 Superior. Direct the City Engineer to obtain bids to construct a surfaced parking lot at 353 Elm Street and the demolition of 353 Elm Street and 140 Superior with a report back to City Council on the costs.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: TIFA 492-200-850-519 acquisition.

IMPLEMENTATION PLAN: Proceed with Purchase Agreement as presented to City Council i.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Dugdale*

LEGAL COUNSEL'S RECOMMENDATION: *W Look*

MAYOR'S RECOMMENDATION: *Joseph R Peterson*

LIST OF ATTACHMENTS: Proposed Purchase Agreement.

MODEL RESOLUTION:

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 140 Superior in the amount of \$90,000.00 to be appropriated from TIFA Area Funds;
AND

BE IT RESOLVED that Council directs the City Engineer to conduct a Phase I Environmental Survey at 353 Elm Street and 140 Superior, to obtain bids for the demotion of both properties and a obtain a bid for the construction of a surfaced parking lot with a report back to City council on said costs; AND

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

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

March 18, 2014

RESOLUTION

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

By Councilman Ted Miciura Jr.
Supported by Councilwoman Sheri M. Fricke

RESOLVED by the City Council that Council CONCUR with the recommendation of the City Engineer to acquire the property at 140 Superior in the amount of \$90,000.00 to be appropriated from TIFA Area Funds; AND BE IT FURTHER RESOLVED that Council directs the City Engineer to conduct a Phase I Environmental Survey at 353 Elm Street and 140 Superior ; to obtain bids for the demolition of both properties and obtain a bid for the construction of a surfaced parking lot with a report back to City Council on said costs; AND BE IT FURTHER RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement.

YEAS: Councilmembers Fricke Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on March 17, 2014.

William R. Griggs
William R. Griggs
City Clerk

CC: City Administrator

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE ("Agreement") is made this ____ day of January, 2014, by and between Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Seller"), whose address is 1234 Washington Blvd, Detroit, Michigan 48226, and the City of Wyandotte, a Municipal corporation ("Purchaser"), whose address is 3200 Biddle Avenue, Wyandotte, Michigan 48192.

WITNESSETH:

WHEREAS, Seller is the owner of certain real property situated in the City of Wyandotte, County of Wayne and State of Michigan, commonly referred to as Doherty Hall, as more particularly described on the attached Exhibit A ("Property");

WHEREAS, Seller is also the owner of certain real property situated in the City of Wyandotte, County of Wayne and State of Michigan, commonly referred to as the St. Joseph Rectory, as more particularly described on the attached Exhibit B ("Rectory Property");

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, all right, title and interest of Seller in and to the Property, in accordance with the terms set forth below;

WHEREAS, As additional consideration for the purchase of the Property, Purchaser agrees to demolish the existing rectory on the Rectory Property and construct a parking lot thereon, and Purchaser further agrees to sell the vacant lot at 333 Maple in accordance with Exhibit C, all in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all right, title and interest of Seller in and to the Property, subject to the terms of this Agreement. The purchase and sale of the Property shall be consummated by delivery of an executed recordable warranty deed subject to (a) all existing building and use restrictions and easements, (b) exceptions to title set forth in the Title Commitment (as defined below), (c) standard preprinted exceptions set forth in the binder to the Title Commitment, (d) matters which an accurate survey or inspection of the Property would disclose; (e) zoning ordinances; (f) rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes; (g) taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable as of Closing (as defined below); (h) the Restrictive Covenant (as defined below).

2. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be Ninety Thousand Dollars (\$90,000), as adjusted for the Closing prorations and other adjustments described in this Agreement. Payments at Closing will be made by wire transfer of immediately available funds or delivery of a cashier's or certified check. Within three (3) business days after the Effective Date (as defined below), Purchaser shall pay One Thousand Dollars (\$1,000) (the "Deposit") to the Title Source, Inc. ("Title Company"), as escrow agent. The Deposit, together with any accrued interest thereon, if any, shall be held by the Title

Company until refunded, forfeited or applied against the Purchase Price in accordance with this Agreement.

3. **Restrictive Covenant.** Purchaser hereby acknowledges and agrees that the conveyance of the Property by Seller to Purchaser shall be subject to the following express covenants (the "Restrictive Covenants"), which shall run with the land:

(a) Purchaser, its successors and/or assigns, hereby covenant and agree that any church or religious organization on the Property shall not be called and/or referred to as St. Joseph and/or Doherty Hall. Purchaser, its successors and/or assigns, further covenant and agree that Purchaser shall not operate, advertise, publicize, represent or in any way reference an affiliation to any Roman Catholic church, the Archdiocese of Detroit or any Archdiocese of Detroit church or school, regardless of whether such Archdiocese of Detroit church or school currently is in existence or has been closed; and/or

(b) Purchaser, its successors and/or assigns, hereby further covenant and agree it shall not use the Property (i) for certain medical uses such as assisted suicide or any similar type of activity; abortions or any similar type of activity; artificial fertilization/insemination or any similar type of activity; and genetic cloning or any similar type of activity; or (ii) as an adult arcade, adult bookstore or adult video store, adult cabaret, adult motion picture theater, or for Adult Uses or for any Sexually Oriented Business, all as defined in the Detroit City Ordinance as of the date of this Agreement, or (iii) any other use that is contrary to the teachings of the Roman Catholic Church.

It is expressly understood and agreed that the Restrictive Covenants contained herein shall attach to and run with the land and bind the Purchaser and its successors and assigns in perpetuity. It shall be lawful for Seller, its successors and/or assigns, to institute and prosecute any proceedings at law or in equity against any person violating or threatening to violate the Restrictive Covenants. Any conveyance of the Property shall include the Restrictive Covenants and be subject to the terms, condition, covenants, restrictions and agreements set forth herein. In the event Seller, its successors and/or assigns institutes legal proceedings against the Purchaser, or its successors and/or assigns, for breach of or to enforce any of the Restrictive Covenants, or any of its rights under this Paragraph, the party against whom a judgment is entered shall pay all costs and expenses relative thereto, including reasonable attorneys' fees, of the prevailing party.

4. **Survey.** Purchaser, at its sole cost and expense, may, but shall be under no obligation to, obtain a survey of the Property ("Survey").

5. **Title.** Seller shall procure, at its sole cost and expense, and deliver to Purchaser within fourteen (14) days after the Effective Date, a commitment (the "Title Commitment") for an Owner's title insurance policy from Title Company with standard exceptions. If the Title Commitment discloses any defects which render title unmarketable, Purchaser shall notify Seller thereof (the "Defect Notice") within ten (10) days after Purchaser's receipt of the Title Commitment, otherwise, Purchaser shall be deemed satisfied with the Title Commitment and the condition of title without any further action by the parties. Seller shall have thirty (30) days from receipt of any Defect Notice to cure the defect or obtain the Title Company's agreement to affirmatively insure over such defect, although Seller shall have no obligation to cure or obtain insurance over such defects. If Seller does not cure or obtain insurance over any defect within said thirty (30) day period or if Seller notifies Purchaser that it will not attempt to cure or obtain such insurance, Purchaser shall have the

option upon notice to Seller not later than ten (10) days after the expiration of said thirty (30) day period or such notice from Seller, whichever occurs first, either to (a) terminate this Agreement, whereupon this Agreement shall terminate, Seller shall return the Deposit to Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other, or (b) accept title as it then is without any reduction in the Purchase Price. If Purchaser does not notify Seller of its election within said ten (10) day period, Purchaser shall be deemed to have elected option (b).

6. **Inspection Period.** Purchaser shall have the right within ninety (90) days after the Effective Date (such period being referred to herein as the "Inspection Period"), at Purchaser's sole cost and expense, to conduct such tests, studies and examinations of the Property as Purchaser deems advisable, to investigate applicable laws, ordinances and codes, and to do all other things as Purchaser deems necessary, in its sole discretion, to satisfy itself that the Property is suitable for Purchaser's intended use, including a Phase I environmental inspection to include asbestos testing, to which Seller consents; provided, however, that Purchaser shall not conduct any soil borings or other invasive testing of the Property without the prior written consent of Seller (collectively, the "Inspections"). Seller agrees that Purchaser, its officers, employees, agents, invitees and contractors ("Purchaser's Representatives") shall have reasonable access to the Property to conduct the Inspections, all at Purchaser's sole cost, risk and expense. Purchaser shall indemnify, defend and hold Seller harmless from any claim, loss, cost, expense, liability, damage or injury, including reasonable attorneys' fees, arising out of or related to any Inspections. In the event any such Inspections disturb any portion of the Property the Purchaser shall, at its sole cost and expense, promptly restore the Property to its prior condition. These obligations shall survive the Closing or the termination of this Agreement. If Purchaser is not satisfied with the results of its Inspections, Purchaser shall have the right to terminate this Agreement upon notice to Seller thereof within the Inspection Period, whereupon this Agreement shall terminate, the Deposit shall be returned to the Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other, otherwise Purchaser shall be deemed satisfied with the results of its Inspections and the condition of the Property without any further action by the parties.

7. **Termination.** If Purchaser terminates this Agreement for any reason, then Purchaser shall, provided that Seller is not in default of this Agreement, furnish to Seller copies of all inspection reports, environmental audits and reports, and other documents or reports obtained by Purchaser in connection with its Inspections and/or any other matter relating to the Property.

8. **Closing.** Subject to the conditions of this Agreement, the closing of the purchase and sale (the "Closing") shall take place fourteen (14) days after the expiration of the Inspection Period or fourteen (14) days after opening of the bids for the construction of the parking lot, whoever occurs last, at 1:00 p.m. at the offices of Seller's counsel or at such other date, time and place as the parties may agree in writing. All closing documents (except the warranty deed which shall be prepared by Seller's Counsel) shall be prepared by the Title Company, and shall be consistent with this Agreement and otherwise mutually satisfactory to Purchaser and Seller. At Closing, Purchaser shall furnish Seller with copies of appropriate documents demonstrating that Purchaser is duly authorized, validly existing and in good standing in the State of Michigan and has the requisite authority to consummate the transactions contemplated hereby, together with such other documents as the Title Company may require. Seller shall deliver to Purchaser exclusive possession of the Property at Closing.

9. **Prorations, Adjustments, Expenses.** Seller shall pay all real property taxes and assessments which are due and payable with respect to the Property as of the date of Closing. Current real property taxes and assessments shall be prorated on a due date basis as of the date of Closing as if paid in advance. Seller shall also be responsible for state and county transfer taxes, the title premium for the Owner's Policy, one-half of the cost of the Title Company to prepare the closing documents, and its own attorneys' fees. Purchaser shall be responsible for all other fees, taxes, costs and expenses arising from the purchase and sale under this Agreement, including without limitation, recording fees, fees for any endorsements to the Title Policy, fees, costs and expenses for Purchaser's Inspections, including survey costs, appraisal fees and environmental audit fees, fees of any lender of Purchaser, all fees in connection with Purchaser obtaining a mortgage, if any, one-half of the costs of the Title Company to prepare the closing documents and Purchaser's attorneys' fees.

10. **Improvements.** As additional consideration for the purchase of the Property, Purchaser hereby covenants and agrees, at Purchaser's sole cost and expense (except as set forth below), within eight (8) months after Closing to demolish the existing rectory on the Rectory Property and construct a parking lot, the layout of which to be substantially similar to the attached Exhibit D ("Parking Lot") on the Rectory Property (the "Project") in accordance with the plans and specifications which shall be prepared and sealed by a registered architect or engineer ("Plans") and approved by Seller, in its reasonable discretion; provided, however, in no event shall Seller's approval of the Plans create any responsibility or liability on the part of Seller for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. Purchaser agrees to (i) complete the Project in accordance with all applicable laws, regulations and building codes, and in a good and workmanlike manner and in quality satisfactory to the Seller; (ii) pay all invoices related to the construction of the Project and/or the Rectory Property in a timely manner and to cause any and all mechanics' liens recorded against or encumbering the Rectory Property to be discharged within five (5) days after receipt of notice of the same; (iv) obtain all necessary permits required by law to commence and complete the Project and to provide the Seller a copy of the same; and (v) complete any and all modifications, improvements and/or repairs required by any inspection of the Project.

Anything in this Agreement to the contrary notwithstanding, no person shall be entitled to any lien on the Rectory Property because of any labor or material furnished to Purchaser in connection with the Project, and nothing in this Agreement shall be construed to constitute as consent by the Seller to the creation of any lien. In addition, Purchaser further agrees to indemnify and defend and hold the Seller harmless from and against any and all claims, expenses, costs, damages, losses and liabilities suffered by the Seller, after the date of this Agreement, as a result of, on account of or arising from any obligation, claim, suit, liability, contract, agreement, debt or encumbrance created, arising or accruing subsequent to the date of this Agreement and related to the Project and the Rectory Property. Purchaser represents and warrants that it shall comply with Michigan's Construction Lien Act and shall name the Seller as designee on any notice of commencement.

Subject to the terms of this Agreement, the Seller hereby grants to Purchaser a revocable license ("License") to access the Rectory Property to construct the Project on the following terms and conditions:

(a) Prior to construction, Purchaser shall deliver to Seller a certificate of insurance naming Seller, the Archdiocese of Detroit, the Archbishop of Detroit, St. Vincent Pallotti Parish and the Pastor of St. Vincent Pallotti Parish as an additional insured on a comprehensive general liability insurance policy insuring Seller, the Archdiocese of Detroit, the Archdiocese of Detroit, St. Vincent

Pallotti Parish, the Pastor of St. Vincent Pallotti Parish, and Purchaser against claims for personal injury, death and property damage occurring on The Rectory during construction of the Project in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence, with a Two Million Dollar (\$2,000,000) annual general aggregate;

(b) Purchaser shall comply at all times, at its sole cost and expense, with all applicable laws, ordinances, regulations and building and use restrictions;

(c) Purchaser agrees to indemnify, defend (using counsel of Purchaser's choice, subject to Seller's approval in the reasonable exercise of its discretion) and hold harmless Seller, the Archdiocese of Detroit, the Archbishop of Detroit, St. Vincent Pallotti Parish and the Pastor of St. Vincent Pallotti Parish (collectively, "Indemnified Party") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses including, without limitation, reasonable attorneys' fees and expenses, imposed upon or incurred by or asserted against any Indemnified Party by reason of (i) any accident, injury to or death of persons or loss of or damage to property occurring on or about The Rectory or any part thereof arising from the demolition of the Rectory and construction of a parking lot; or (ii) any failure on the part of Purchaser to perform or comply with any of the terms of the License and/or this Agreement, provided that such indemnification obligation shall not apply to any liabilities or claims arising out of the intentional acts or negligence of any Indemnified Party. In case any action, suit or proceeding is brought against any Indemnified Party by reason of any such occurrence, Purchaser will, at Purchaser's expense, contest or defend such action, suit or proceeding, and/or cause the same to be contested and defended, in either case, by counsel selected by Purchaser, subject to Seller's approval in the reasonable exercise of its discretion.

Anything in this paragraph to the contrary notwithstanding, Seller agrees to reimburse Purchaser for the first Ninety Thousand Dollars (\$90,000) of the cost to complete the Project, and to apply the Purchase Price provided for in Paragraph 2 above for that purpose. If the cost to complete the Project, determined prior to commencement of the Project, exceeds \$90,000, either party may elect to terminate this Agreement, in which event neither party shall have any further obligation to the other except as expressly set forth herein. Seller shall reimburse Purchaser for Seller's share of the costs of the Project within twenty (20) days of receipt of Purchaser's invoice.

11. **Use of Parking Lot.** In consideration of the Purchaser constructing the Parking Lot on the existing Rectory property, Seller shall permit the public to use the Parking Lot except for those dates and times that St. Vincent Pallotti Parish needs exclusive use of the Parking Lot, in its sole discretion, for Masses, funerals, weddings, and special Parish events at the St. Joseph Campus of the Parish. The Parish may charge for use of the Parking Lot by the public. Purchaser's rights to enable use of the Parking Lot by the public shall be pursuant to a use agreement substantially in the form of the attached Exhibit E, and the Parking Lot shall be constructed as shown on Exhibit D.

12. **Default.** If Purchaser defaults hereunder, then in addition to any other remedies available at law or in equity, Seller may elect in its sole discretion to (a) terminate this Agreement as its sole and exclusive remedy, whereupon the Deposit shall be retained by Seller as liquidated damages and neither party shall have any further liability or obligation under this Agreement, (b) terminate this Agreement and Seller may seek judgment against Purchaser for damages, or (c) seek judgment against Purchaser for specific performance of this Agreement. If Seller defaults hereunder and such default is not cured within thirty (30) days after receipt of notice from Purchaser of such default, then Purchaser may either terminate this Agreement or seek specific performance or a writ of

mandamus or any other appropriate remedy under the law. In the event of termination, the Deposit shall be promptly returned to Purchaser and neither party shall have any obligation to the other except the parties obligations which would otherwise survive Closing. The City will be entitled to recover its reasonable attorney fees from the Seller if legal proceedings are necessary to enforce the provisions of this Agreement and the Purchaser is the prevailing party in such proceedings.

13. **"AS IS" ACQUISITION.** SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, AS THE CASE MAY BE, REPRESENTATIONS OR WARRANTIES AS TO TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS OR REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. PURCHASER IS RELYING SOLELY ON ITS OWN EXPERTISE AND ITS FAMILIARITY WITH THE PROPERTY ON THE EXPERTISE OF PURCHASER'S INSPECTORS AND CONSULTANTS, AND THE PURCHASER'S AND SUCH INSPECTOR'S AND CONSULTANT'S INSPECTIONS OF THE PROPERTY. UPON CLOSING, PURCHASER AGREES TO ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY THE INSPECTIONS. UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS," AND "WHERE IS," WITH ALL FAULTS, AND WITH NO ADJUSTMENTS FOR PHYSICAL, FUNCTIONAL, ECONOMIC CONDITIONS, AND THERE ARE NO ORAL AGREEMENTS, REPRESENTATIONS OR WARRANTIES RELATED OR COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER. PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT UPON EXPIRATION OF THE INSPECTION PERIOD, PURCHASER WILL HAVE HAD AMPLE OPPORTUNITY TO MAKE A PROPER INSPECTION, EXAMINATION AND INVESTIGATION OF THE PROPERTY TO FAMILIARIZE ITSELF WITH ITS CONDITION AND THAT PURCHASER WILL DO SO TO ITS SATISFACTION. UPON CLOSING, PURCHASER SHALL HAVE NO CLAIM, IN LAW OR IN EQUITY, AND HEREBY RELEASES AND FOREVER DISCHARGES SELLER (AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, AGENTS, BROKERS, EMPLOYEES, REPRESENTATIVES, AFFILIATED OR RELATED ENTITIES, SUCCESSOR AND ASSIGNS) FROM ANY CLAIMS, ACTIONS, LIABILITIES OR OBLIGATIONS, BASED UPON THE CONDITION OF THE PROPERTY OR THE FAILURE OF THE PROPERTY TO MEET ANY STANDARDS, INCLUDING WITHOUT LIMIT, THE PRESENCE OF ANY HAZARDOUS MATERIALS ON, AT, UNDER OR EMANATING FROM THE PROPERTY, OR ANY HAZARDOUS USE ON OR ABOUT THE PROPERTY, OR ANY VIOLATION OF ANY ENVIRONMENTAL LAWS. FURTHER, ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, INTERFERENCE WITH BUSINESS OPERATIONS, LOSS OF TENANTS, LENDERS, INVESTORS, BUYERS, DIMINUTION IN VALUE OF THE PROPERTY, OR INABILITY TO USE THE PROPERTY, DUE TO THE CONDITION OF THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND THE CONVEYANCE OF THE PROPERTY.

14. **Brownfield Indemnity.** Purchaser hereby agrees to indemnify, defend and hold harmless Seller and its affiliates, subsidiaries and successors and assigns, from any and all liability, claim, cost, loss, damage or expense (including actual attorneys' fees) which any of them may incur or suffer as a result of, arising out of or in connection with any action taken by the State of Michigan (including its agencies and authorities) or by a local unit of government pursuant to Michigan's Brownfield Redevelopment Financing Act, M.C.L. 125.2651 et seq. to recover tax increment revenues expended at or with respect to the Property at the request of or arising out of the acts of the Purchaser.

15. **Condemnation.** If, after the execution of this Agreement, the Property shall be subjected to a taking, either total or partial, by eminent domain, inverse condemnation, or otherwise, for any public or quasi-public use, or if any notice of intent of taking is received by Seller or Purchaser, the parties shall nevertheless proceed to Closing and Purchaser shall be entitled to participate in any such condemnation or eminent domain proceeding and to receive all of the proceeds attributable to any portion of the Property. Seller and Purchaser each agree to promptly forward to the other any notice of intent received pertaining to a taking of all or any portion of the Property.

16. **Casualty.** In the event of any casualty to the Property, Purchaser shall take the Property subject to the effect and consequences of that casualty, and Seller shall, in its sole and absolute discretion, either (i) pay over any insurance proceeds actually collected or received by Seller accruing to Seller's benefit with respect to that casualty, or (ii) reduce the Purchase Price by the reasonable cost to repair the damage to the improvements on the Property caused by the casualty as determined by Seller (in which event Seller shall retain the right to collect any insurance proceeds).

17. **Broker.** Seller and Purchaser each represent and warrant to the other that they have not used the services of any broker in connection with this transaction. Seller shall indemnify and forever save and hold Purchaser harmless from and against claims for brokerage or commissions in connection with this transaction by any person or party claiming by, through or under Seller. Purchaser shall indemnify and forever save and hold Seller harmless from and against claims for brokerage or commission in connection with this transaction by any person or party claiming by, through or under Purchaser.

18. **Foreign Seller Affidavit.** Seller represents and warrants to Purchaser that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of such Section. Seller shall deliver to Purchaser at Closing the exemption certificate described in Section 1445.

19. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire contemplated agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior oral and written understandings or agreements between the parties.

(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and permitted assigns. Purchaser shall not assign this Agreement without Seller's prior written consent.

(c) **Waiver; Modifications.** Failure by Purchaser or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

(d) **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the performance of the parties' obligations hereunder.

(e) **Drafting.** Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

(f) **Governing Law.** This Agreement is executed in and shall be governed by, and construed under, the laws of the State of Michigan.

(g) **Notices.** Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to the other, shall be effective only if it is in writing and is either (a) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); or (b) by Federal Express or other similar next business day air courier. Notice shall be deemed given upon personal delivery or one (1) business day following deposit with an air courier. Notices shall be deemed properly addressed if given at the following:

(a) If to Purchaser: City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan 48192
Attn.: City Clerk and City Administrator

(b) If to Seller: Director of Properties
Archdiocese of Detroit
1234 Washington Blvd.
Detroit, Michigan 48226

With a required copy to: Erik S. Prater, Esq.
Bodman PLC
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, Michigan 48226

(h) **Performance.** Whenever this Agreement requires that something be done within a period of days, such period shall (i) not include the day from which such period commences, (ii) include the day upon which such period expires, (iii) expire at 5:00 p.m. eastern standard time on the date by which such thing is to be done, and (iv) be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the State of Michigan, such period shall extend to the first business day thereafter.

(i) **Counterparts.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an

original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.

(j) **Use of Headings.** The use of headings within this Agreement are for ease of reference and convenience only and shall not be used or construed to limit or enlarge the interpretation of the language hereof or the enforcement of this Agreement.

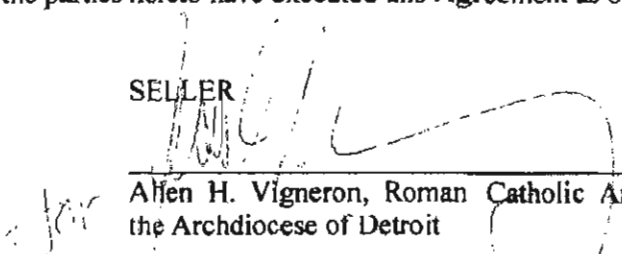
(k) **Attorney Fees.** If a dispute arises out of this Agreement, then the prevailing party will be entitled to recover its actual attorney fees and costs from the other party.

(l) **No Offer.** This Agreement does not constitute an offer and shall not be binding on the parties unless and until executed by both of them.

(m) **Effective Date.** As used in this Agreement, the "Effective Date" shall mean the later of the Seller Execution Date or the Purchaser Execution Date set forth on the signature page hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.

SELLER


Allen H. Vigneron, Roman Catholic Archbishop of
the Archdiocese of Detroit

Seller Execution Date: March 6, 2014

PURCHASER:

City of Wyandotte

By: _____

Its: _____

Purchaser Execution Date: _____, 2014

EXHIBIT A

Doherty Hall Property (140 Superior, Wyandotte, Michigan):

Lots 11 and 12, Block 67, Plat of Part of Wyandotte as recorded in Liber 57, Page 5
Wayne County Records.

EXHIBIT B

Rectory Property (353 Elm Street, Wyandotte, Michigan):

Lots 1 and 2, Block 104, Plat of Wyandotte as recorded in Liber 1, Page 56
Wayne County Records.

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

William R. Look
 Steven R. Makowski

Richard W. Look
 (1912-1993)

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 County, Michigan, described as follows:
Lot 4, Block 105 Plat of Part of Wyandotte as recorded in Liber 1 of Plats, Page 56 & 57 Wayne County Records being known as 333 Maple Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, TV antenna, gas conversion unit and permit _____ if any, now on the premises, and to pay therefore the sum of One (\$1.00) 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 Subject to Paragraph 12 and 13

(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 certified 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 complete Abstract of Title and Tax History, certified to a date later than the acceptance hereof. In lieu thereof, 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	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.
Seller'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.
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u>
Possession	If the Seller occupies the property, it shall be vacated on or before <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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>No Prorations of Taxes</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 three (3) days after the agreement is submitted to the City Council for consideration, and if not accepted by the Purchaser within that time, this offer submitted by the Seller may be considered null and void at Seller's option. If the offer is accepted by the Purchaser, the Seller agrees to complete the purchase of the property within the time indicated in Paragraph 3. 9. The seller is hereby authorized to make this accept and the deposit of _____ 0 _____ 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: See Addendum for additional Paragraphs and Signatures

City of Wyandotte:

IN PRESENCE OF:

_____	_____ L. S.
	<i>Purchaser</i>
_____	_____ L. S.
	<i>Purchaser</i>
_____	_____
	<i>Address</i>
Dated: _____	_____
	<i>Phone:</i>

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 _____	_____
	<i>Broker</i>
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:

_____	_____ L. S.
	<i>Seller</i>
_____	_____ L. S.
	<i>Seller</i>
_____	_____
	<i>Address</i>
Dated: _____	_____
	<i>Phone</i>

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.
	<i>Purchaser</i>

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

This Agreement is contingent upon the following:

12. This Agreement is contingent upon the City of Wyandotte purchasing and closing on the property known as 140 Superior, Doherty Hall Property, Wyandotte, Michigan 48192,
13. 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 of the following features:
 - Approximately 1,467 square feet 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 vinyl siding as indicated on Attachment A
 - Two (2) car detached garage.
 - Home must meet all current zoning requirements.
14. 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 \$1.00. Purchaser shall be responsible to convey the property back by Warranty Deed. A Deed Restriction will be placed on the property which will include this contingency.
15. 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.
16. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee which will be added to the mortgage at time of closing. These charges will be including into the mortgage.
17. Dirt shall be removed from the site at the Purchaser's expense.
18. 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.
19. This Agreement is subject to the approval of the Wyandotte City Council.

Purchaser

Purchaser

Dated: _____

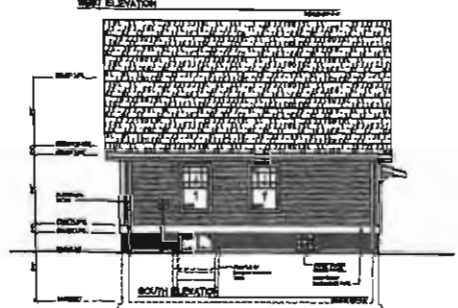
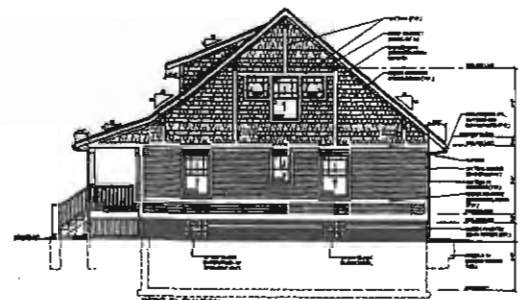
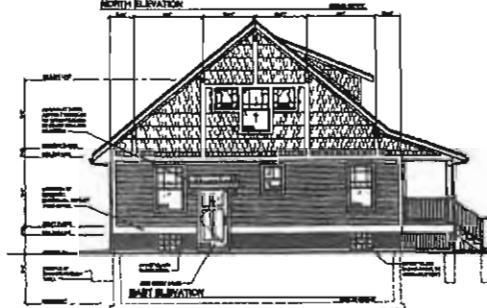
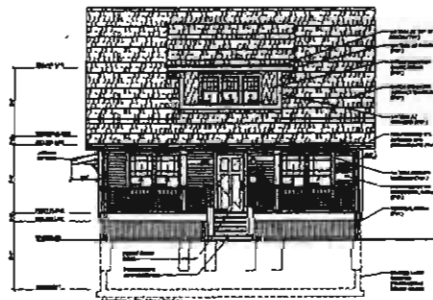
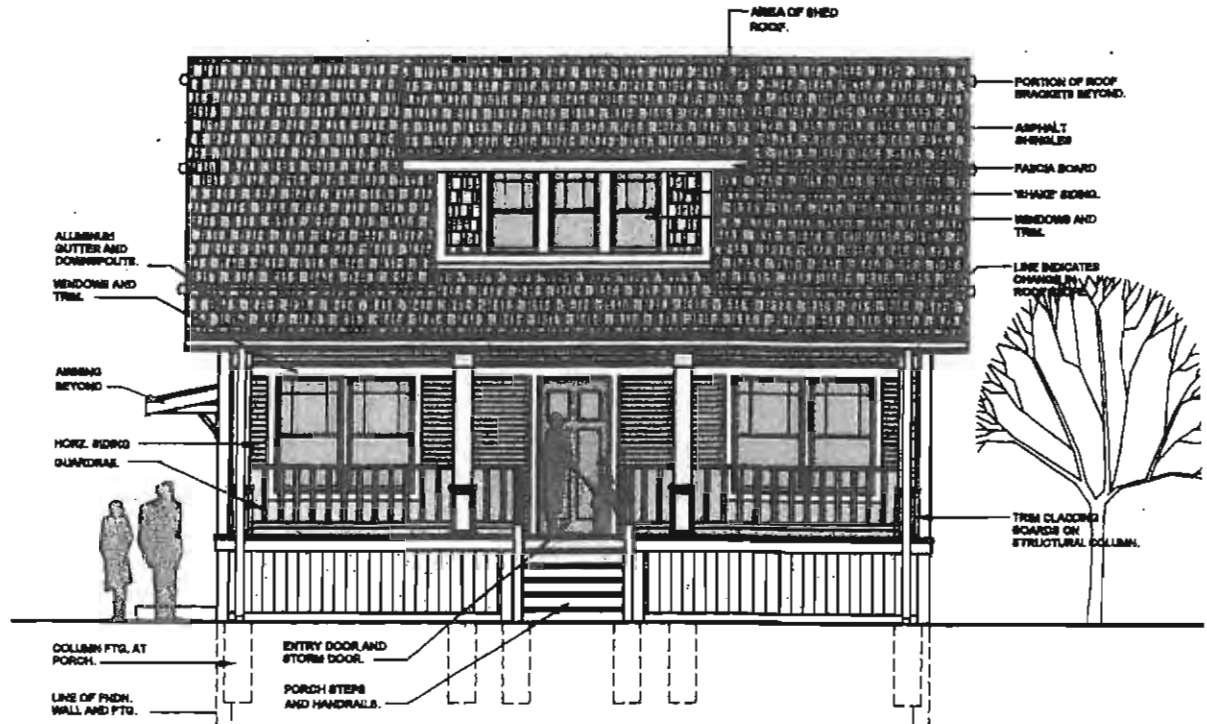
CITY OF WYANDOTTE, Seller

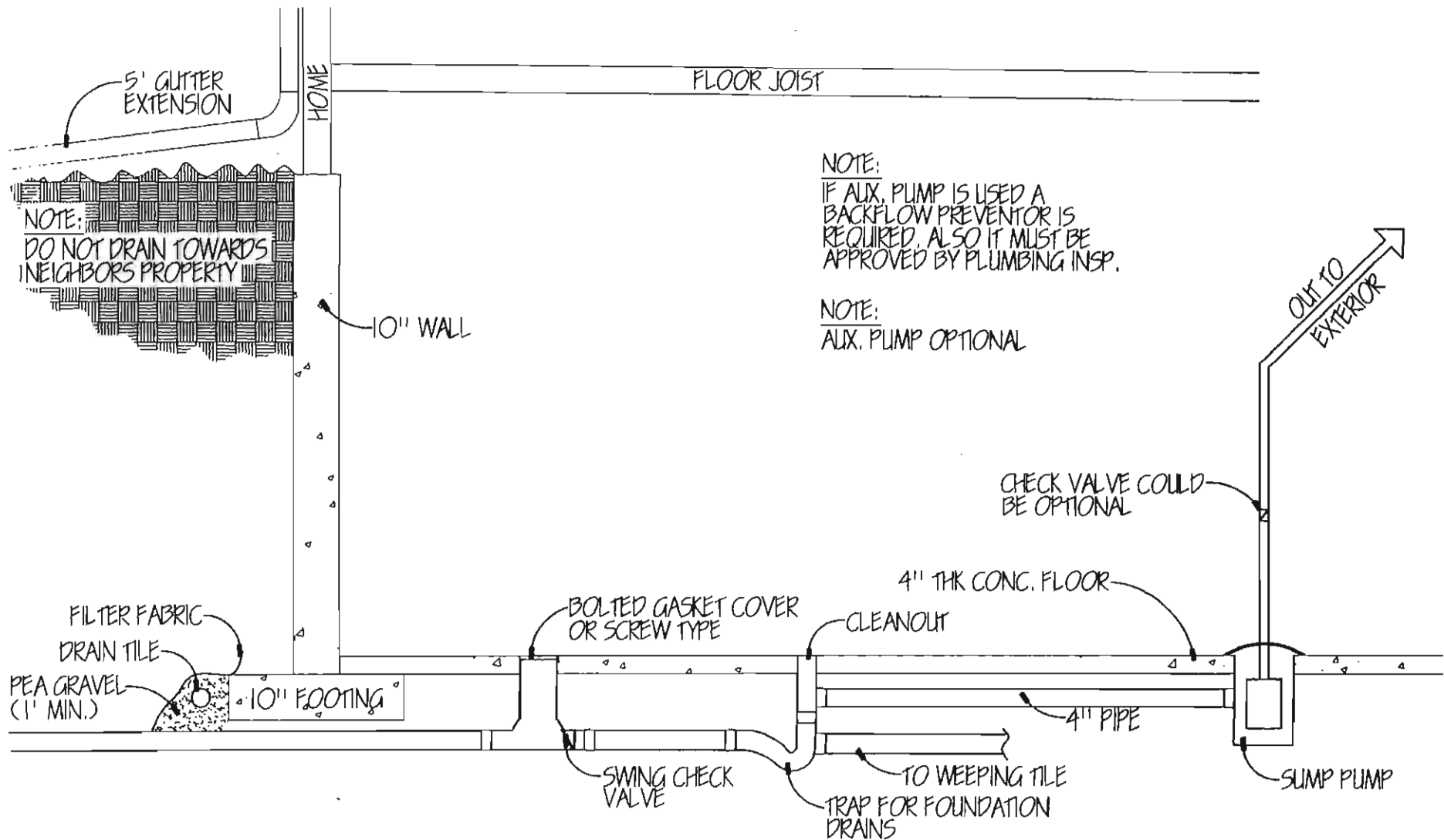
Joseph R. Peterson, Mayor

William R. Griggs, City Clerk
3200 Biddle Avenue
Wyandotte, Michigan 48192

Dated: _____

Legal Department Approval _____



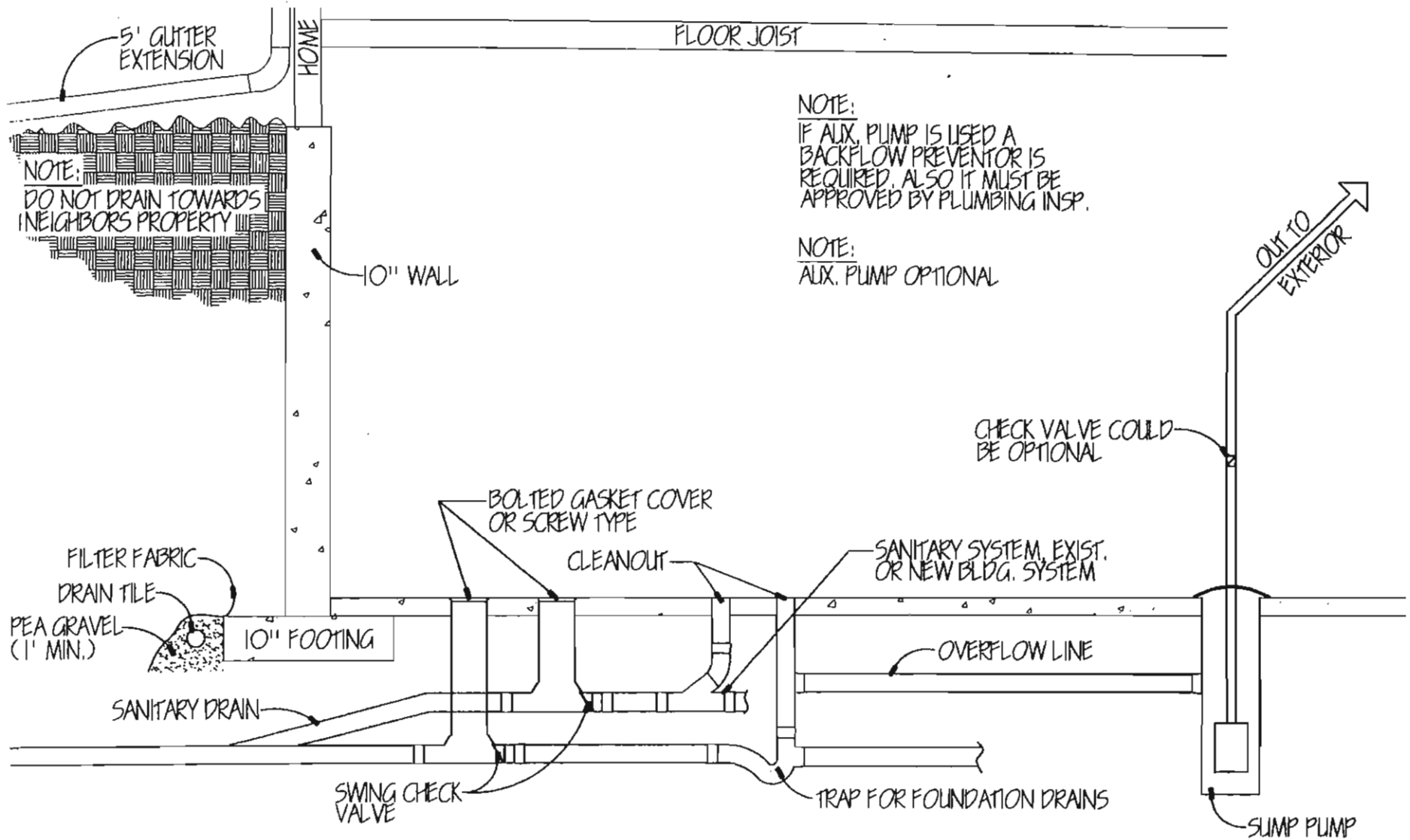


BACK WATER FLOW PREVENTER (EXAMPLE: A)

SCALE: N.T.S. FOR REFERENCE ONLY

DRAWN BY: DPL

Attachment B

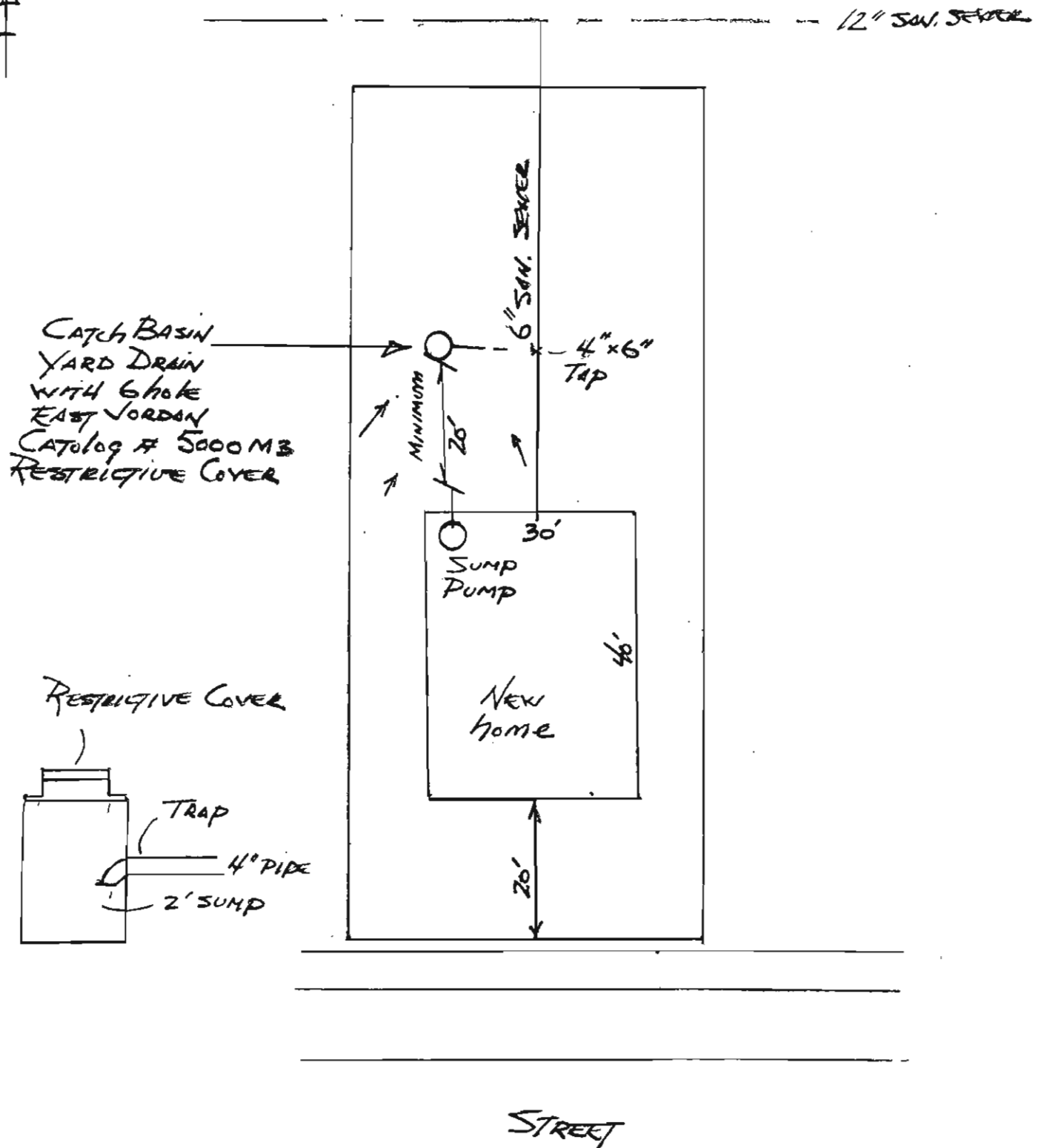


BACK WATER FLOW PREVENTER (EXAMPLE: B)

SCALE: N.T.S. FOR REFERENCE ONLY

DRAWN BY: DPL

Attachment B



NOTE: IF FIELD CONDITION WARRANT THE INSTALLATION OF A YARD DRAIN DUE TO POOR PERCOLATION OF SOIL OR A DRAINAGE PROBLEM WITH ADJACENT NEIGHBOR

CONSTANT NEW AND
WEST LOS' AND
REVISE ABOUTING
PARKING FOR A
TOTAL OF 58 SPACES

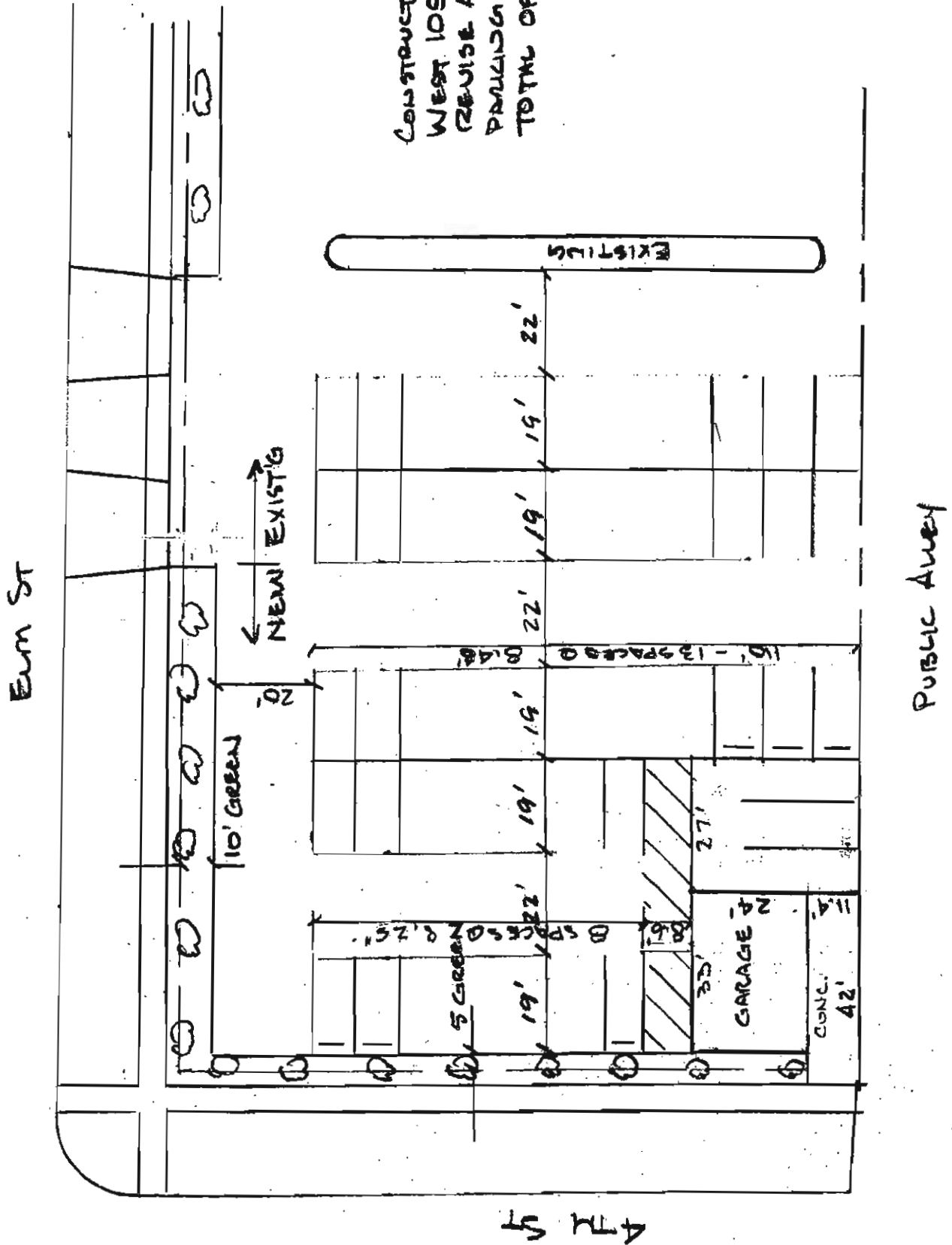


EXHIBIT E

USE AGREEMENT

This Use Agreement ("Agreement"), entered into as of the _____ day of _____, 2014, by and between **ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT**, whose address is **1234 Washington Boulevard, Detroit, Michigan 48226**, ("Archdiocese") the City of Wyandotte, a Municipal corporation ("City"), whose address is 3200 Biddle Avenue, Wyandotte, Michigan 48192.

1. **The Property.** In consideration of the rents to be paid and other covenants and agreements to be performed hereunder, the Archdiocese permits occupancy and use by the City, for its own benefit and for the benefit of the general public, of the parking lot on the property situated in the City of Wyandotte, County of Wayne and State of Michigan, owned by St. Vincent Pallotti (St. Joseph Campus) between Elm Street and Maple Street between 3rd Street and 4th Street shown on the attached Attachment 1 ("Property"). The Property shall be used as a parking lot and for no other purpose. The Property shall be available for use by the public at all times except for those dates and times that St. Vincent Pallotti Parish (the "Parish") needs exclusive use of the Property, in its sole discretion, for Masses, funerals, weddings, and special Parish events at the St. Joseph Campus of the Parish. The Pastor of St. Vincent Pallotti Parish (the "Parish") and representatives of the City will cooperate in good faith to determine the shared use of the Property.

2. **Term.** The term of this Agreement shall be twenty (20) years, and shall automatically renew annually thereafter unless terminated by either party upon written notice delivered not less than ninety (90) days prior to the end of the then-current term.

3. **Rent.** The City agrees to pay to the Archdiocese, without demand, offset or deduction, as rental for the Property One Dollar (\$1) for the term of this Agreement.

4. **Utilities.** The Parish shall pay all charges for all utilities used by the City or charged to the Property during the term of this Agreement.

5. **Compliance With Laws.** The Parish agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Property and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended. The City shall not do or permit anything to be done in or about the Property that will in any way obstruct or interfere with the rights of other tenants, if any, or use or allow the Property to be used for any improper, immoral, unlawful or objectionable purpose, nor shall the City cause, maintain or permit any nuisance in, on or about the Property.

6. **Maintenance.** During the entire term of the Agreement, the Parish agrees, at its sole cost and expense, to maintain the entire Property and in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Property or fixture cannot be repaired). The Parish shall keep the Property in a clean, sanitary and safe condition at all times. In addition, the Parish shall be responsible for contracting for maintenance of the lawn and landscaping of the Property and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Property.

7. **Insurance.** The Archdiocese will procure and keep in effect during the term hereof commercial general liability insurance pursuant to its self-insurance program.

8. **Indemnity.** The City shall indemnify, defend (using counsel satisfactory to the Archdiocese in its reasonable discretion) and hold harmless the Archdiocese, the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the pastor of the Parish, and their employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (i) the City's occupancy, condition, operation or use of the Property, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring in connection with the City's use of the Property, (iii) use or misuse of any portions of the Property by a the City or any of the City's respective agents, contractors, employees, visitors, and invitees, or (iv) the City's failure to perform its obligations under this Agreement. The obligations of the City under this Paragraph arising by reason of any occurrence taking place during the term of this Agreement shall survive any termination of this Agreement.

9. **Assignment and Subletting.** The City covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Agreement or any interest herein, or sublet the Property or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of the Archdiocese, which consent may be withheld by the Archdiocese in its sole and absolute discretion.

10. **Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Agreement by the City:

- a. if the City shall fail to pay rent or any other sum when and as the same becomes due and payable;
- b. if the City shall fail to perform or observe any other term hereof to be performed or observed by the City under this Agreement; or
- c. if the City shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of the City or any material part of its properties.

11. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to the Archdiocese, the Archdiocese may, at his option, after providing to the City any notice required under Michigan Law, do one or more of the following:

- a. Terminate this Agreement and, upon such termination, this Agreement shall come to an end and expire upon the Archdiocese's termination; or
- b. Either with or without terminating this Agreement, the Archdiocese may immediately or at any time after the Event of Default or after the date upon which this Agreement shall expire, reenter the Property or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Property and remove any and all of the City's property and effects from the Property; or
- c. Perform for the account of the City any default of the City under this Agreement and

immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by the City under this Agreement.

12. **Controlling Law; No Other Agreement or Representatives; Time of Essence.** This Agreement shall be governed by the laws of the State of Michigan. This Agreement represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Agreement or any real or personal property hereunder. Time is of the essence in this Agreement.

13. **Non-Waiver; Modifications.** No waiver of any provision of this Agreement, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of all or part of a rent installment(s) due the Archdiocese hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Agreement shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

14. **Notices.** Whenever under this Agreement provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of the Archdiocese or the City, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Archdiocese at:

Pastor, St. Vincent Pallotti Parish
334 Elm Street
Wyandotte, Michigan 48192

and

Director of Properties
Archdiocese of Detroit
1234 Washington Boulevard
Detroit, Michigan 48226

To the City at:

City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan 48192
Attn: City Manager, City Clerk, City Administrator

15. **Successors and Assigns.** This Agreement and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted

successors, representatives and assigns..

16. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

17. **Hazardous Materials.** The City will not use Hazardous Materials as hereinafter defined, on or at the Property. For purposes of this Agreement, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

18. **Transfer of Property by the Archdiocese.** The Archdiocese reserves the right to sell, assign or otherwise transfer its interest in the Property without the City's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of the Archdiocese accruing from and after the date of such transfer and the City covenants and agrees to recognize such transferee as the Archdiocese under this Agreement.

19. **Severability; Authority.** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Agreement will remain in effect. Each of the parties executing this Agreement does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of such entity are authorized to do so.

In witness whereof, the parties hereto have executed this Agreement the day and year first written above.

IN THE PRESENCE OF:

THE ARCHDIOCESE:

Allen H. Vigneron, Roman Catholic Archbishop
of the Archdiocese of Detroit

IN THE PRESENCE OF:

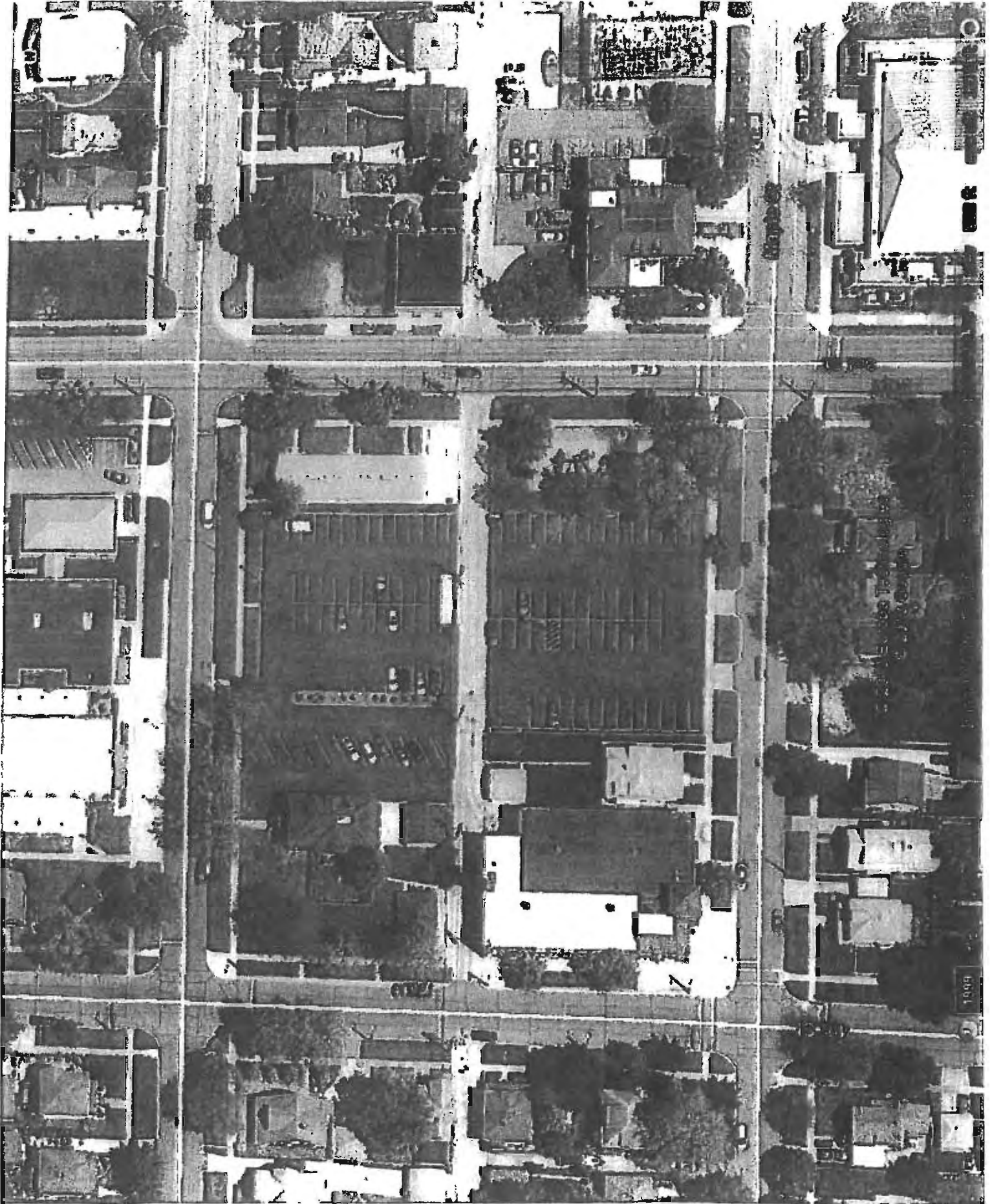
THE CITY:

City of Wyandotte, a Municipal corporation

By _____

Its: _____

ATTACHMENT #1



Kelly Roberts

From: Loretta Cannon <Loretta.Cannon@dccwf.org>
Sent: Monday, July 07, 2014 9:09 AM
To: Kelly Roberts
Subject: FW: Online vote for 140 Superior St. Wyandotte, MI
Attachments: DOC062614-06262014092634.pdf

Here you go. Thanks

From: Loretta Cannon
Sent: Tuesday, July 01, 2014 8:54 AM
To: 'mkowalewski@wayn.org'
Subject: FW: Online vote for 140 Superior St. Wyandotte, MI

From: Loretta Cannon
Sent: Tuesday, July 01, 2014 8:43 AM
To: Kowalewski, Mark; 'Mark Quimby'
Subject: FW: Online vote for 140 Superior St. Wyandotte, MI

This project has been approved and assigned to SME July 1, 2014. Thank you.

Loretta Cannon
Administrative Assistant
Downriver Community Conference
15100 Northline Rd.
Southgate, MI 48195
Email: Loretta.Cannon@dccwf.org
Direct: 734-362-3442
Fax: 734-281-6661
Website: www.dccwf.org

CONFIDENTIALITY NOTE:

The above information is intended for the addressee and may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

Although this e-mail and any attachments are believed to be free of any virus or other defect, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by us for any loss or damage arising in any way from its unauthorized modification or use.



**DOWNRIVER COMMUNITY CONFERENCE BROWNFIELD CONSORTIUM
USEPA ASSESSMENT GRANTS
NOMINATION FORM**

Please return the completed form and attachments to:

Paula Boase

Program Director Downriver Community Conference 15100 Northline Road, Room 135 Southgate, MI 48195
2408 (734) 362-3477 Fax (734) 281-6661

Paula.Boase@dccwf.org

Application Information

Developer: City of Wyandotte

Contact: Mark A. Kowalewski

Address: 3200 Biddle Avenue, Wyandotte, MI

Phone No.: 734-324-4554

Type of Ownership: ☐ Private ☒ Public

Owner (Entity) Name: City of Wyandotte

Property Access Agreement In-place: ☐ Yes ☐ No *Proof of access required before project can be approved*

Property Information

Project Name: 140 Superior

Property Acreage: 100' x 150'

Address/Location: 140 Superior, Wyandotte, MI

No. Buildings: One

Square Footage of Buildings: Approx. 13,500 SF

Parcel Identification No(s): 57-010-22-0011-000

Zoning: RA

Surrounding Land Use: Residential

Current Owner: Archdiocese of Detroit

Previous Owners: N/A

Historic Property Uses: Parish meeting hall and church offices

Assessment Grant Request

☐ Phase I ☒ Phase II ☒ BEA /Due Care ☐ Hazardous Materials Survey ☒ Other: Geophysical

Anticipated Cost: \$10,000 (Petroleum funds). This is in addition to the \$8,250 in hazardous substance assessment funds already approved for the site for the Phase 1 ESA and Hazmat survey

Previous Environmental Activities Completed

☒ Phase I ☐ Phase II ☐ BEA ☐ Remediation ☐ None ☒ Hazmat (on going)

Please provide copies of any available environmental reports.

Personal knowledge/common knowledge of environmental issues on the site:

SME completed a Phase 1 of the site and identified two RECs: 1) former heating oil UST that may still be present and 2) on-site incinerator. A geophysical survey is necessary to evaluate the potential presence of the former UST.



Potential Environmental Concerns

- ☐ Former Gasoline Station ☐ Asbestos/Lead ☐ Industrial Property
☒ Tanks (Above/Below Ground) ☐ Drums ☐ Pits ☐ Abandoned Buildings
☒ Other Potential Environmental Hazards: On-site incinerator

Potential for Redevelopment

Planned Reuse: The City will purchase the property to demolish and sell for construction of two (2) new single family homes.

- ☐ Existing Development Agreement ☐ Developer actively pursuing the property
☐ Interest has been expressed in property ☐ City/Township is actively pursuing redevelopment
☐ High potential for redevelopment once it is cleared and/or response activities taken

Comments: _____

Please provide site plans for redevelopment, if available.

Community Impact

Please describe the impact you feel your proposal will have on the community.

The property is currently vacant and this develop will remove that vacant property (with no tax base) and replace it with two new single family homes.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: July 21, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer regarding the amendment to the Purchase Agreement between the City of Wyandotte and Archdiocese of Detroit for the acquisition of the property at 140 Superior; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Amendment to Purchase Agreement.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: July 21, 2014

AGENDA ITEM # 13

ITEM: Purchase Additional 96 Gallon Toters

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 7-16-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City offers residents to rent 96 gallon toters for \$48 for a two (2) year term. On February 1, 2014, the City's new ordinance regarding the use of a metal, durable plastic, or an approved container of equal material to be used for the collection of solid waste was effective. Therefore, the demand for leasing toters has increased. The Department of Public Service (DPS) desires to purchase an additional 288 toters from Cascade Engineering of Grand Rapids, Michigan to meet this demand. Cascade Engineering has supplied the previous carts to the City. The cost of \$13,461.12 (288 x \$46.74) to purchase these toters will be funded from the Solid Waste Fund. These carts will be black with the City of Wyandotte logo stamped on the container.

STRATEGIC PLAN/GOALS: The City is committed to creating fiscal stability, streamlining government operations; make government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstones of our City government.

ACTION REQUESTED: Approve the DPS to purchase 288- ninety-six gallon carts at a cost of \$13,461.12 from Cascade Engineering.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 290-448-850-770-540

IMPLEMENTATION PLAN: Place order with Cascade Engineering of Grand Rapids, Michigan

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

Dydel

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: None

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: July 21, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer to purchase 288 – Ninety-Six Gallon Carts from Cascade Engineering of Grand Rapids, Michigan in the amount of \$13,461.12 from account no. 290-448-850-770-540; each cart to be black with the City of Wyandotte’s logo, imprinted serial numbers and include a standard ten (10) year warranty.

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	_____

Hearing

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: July 21, 2014

AGENDA ITEM # _____

ITEM: 2014 City Tax Rates to Support 2015 Fiscal Year Operations

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The following City property tax rates are being submitted for your adoption for the 2015 Fiscal Year pursuant to sections 211.23 E and 211.34 D of Michigan Compiled Laws and Public Act 40 of 1995:

City Operating	\$15.0538/Thousand \$ of Taxable Value
Refuse Collection and Disposal	\$ 2.5166/Thousand \$ of Taxable Value
Debt	\$ 2.5166/Thousand \$ of Taxable Value
Drain #5 Operation and Maintenance	\$ 2.6630/Thousand \$ of Taxable Value

The attached resolution will satisfy the above referenced Public Act requirements. Also, the above rates reflect the maximum authorized rates that can be considered.

Please refer to the attachment for details and the source of said tax levies

STRATEGIC PLAN/GOALS: To be financially responsible

ACTION REQUESTED: Approve the necessary tax rates as presented.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Approved tax rates will be incorporated into the budget being prepared for the 2015 Fiscal Year which will be adopted prior to October 1, 2014.

IMPLEMENTATION PLAN: Approved tax rates will be used for the tax bills mailed on August 1, 2014. The issuance of tax bills will be coordinated through the City Treasurer's and City Assessor's Office.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

A handwritten signature in black ink, appearing to be 'JLP' with a stylized flourish.

LIST OF ATTACHMENTS: 1. Schedule of City Tax Rates

MODEL RESOLUTION:

Receive and Place on File

City of Wyandotte
Tax Rate Millages - City Rates
Fiscal Year Ended September 30, 2015

<u>Millage</u>	<u>Authorized</u>	<u>Headlee</u>	<u>Origin</u>
Operating	\$12.5000	\$12.0538	Charter of Wyandotte, Michigan
Operating	\$ 3.0000	\$3.0000	Charter of Wyandotte, Michigan (Voter Approval May 6, 2014)
Debt Levy	\$3.0000	\$2.5166	Charter of Wyandotte, Michigan
Refuse Collection	\$3.0000	\$2.5166	Public Act 290 of 1927, PA 298 of 1917, PA 30 of 1975
Drain #5-O&M	N/A	N/A	Council Resolution

Note that the debt levy and the S/W Relief Drain Operation and Maintenance levy are limited to the amount required to pay obligations during the 2015 Fiscal Year.

RESOLUTION

RESOLVED by the City Council that the communication from the City Administrator submitting the proposed tax rates for the 2015 Fiscal Year is hereby received and made part of the hearing file scheduled for tonight's meeting;

Hearing (A)

RESOLUTION

RESOLVED BY CITY COUNCIL that

WHEREAS, this City Council of the City of Wyandotte has been advised by the City Assessor that the 2014 State Taxable Valuation for property located within the City of Wyandotte is \$531,997,394 as compared to \$524,852,369 State Taxable Valuation for the 2013 tax year plus 2014 additions;

NOW, THEREFORE, BE IT RESOLVED THAT the Wyandotte City Tax Rate for the Fiscal Year Ending September 30, 2015, shall be set at \$15.0538 operating, \$2.5166 refuse collection and disposal, \$2.5166 debt service (to include \$301,415 related to the renovation of the Yack Arena, \$486,485 related to the construction of a new Police/District Court facility, and \$200,000 for the purchase of a new fire pumper), and \$2.663 for the operation and maintenance of Drain #5 for a total tax levy of \$22.7500 per thousand dollars assessed valuation of the State Taxable Value;

Hearing (B)

PROPOSED RESOLUTION

RESOLVED BY THE CITY COUNCIL that a hearing was held on 21st of July, 2014 where all parties were given an opportunity to show cause, if any they had, why the structure at 239 Bondie, Wyandotte should not be demolished, removed or otherwise made safe, and

BE IT FURTHER RESOLVED that the Council considered all reports and recommendation of the Hearing Officer and the City Engineer's Office and all other facts and considerations were brought to their attention at said hearing; AND

BE IT RESOLVED that the City Council hereby directs that said dwelling located at 239 Bondie, Wyandotte should be DEMOLISHED and that the cost be assessed against the property in question as a lien. Be it further resolved that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within twenty-one (21) days of the date of this resolution if they so desire.

Hearing (c)

PROPOSED RESOLUTION

RESOLVED BY THE CITY COUNCIL that a hearing was held on 21st day of July, 2014, where all parties were given an opportunity to show cause, if any they had, why the dwelling at 230 Bondie, Wyandotte should not be demolished, removed or otherwise made safe, and

BE IT FURTHER RESOLVED that the Council considered all reports and recommendations previously received by the City Council from the City Engineering's Office and all other facts and considerations were brought to their attention at said hearing and at previously held Council meetings; AND

BE IT RESOLVED that the City Council hereby directs that said dwelling located at 230 Bondie, Wyandotte should be DEMOLISHED and that the cost be assessed against the property in question as a lien. Be it further resolved that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within twenty-one (21) days of the date of this resolution if they so desire.

Hearing (D)

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that a hearing was held on 21st day of July, 2014, where all parties were given an opportunity to show cause, if any they had, why the structure at 2997 Fort Street, Wyandotte should not be demolished, removed or otherwise made safe; AND

BE IT FURTHER RESOLVED that the Council considered all reports and recommendations of the City Engineer's Office and all other facts and considerations were brought to their attention at said hearing;

NOW THEREFORE BE IT RESOLVED that the City Council hereby directs that said property located at 2997 Fort Street, Wyandotte should be DEMOLISHED, and that the costs be assessed against the property in question as a lien, and that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within twenty one (21) days of the date of this resolution if they so desire.

RESOLUTION

Wyandotte, Michigan

Date: _____

RESOLUTION by Councilperson _____

Supported 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

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

The eight (8) foot wide public alley adjacent to Lots 10 through 18, both inclusive, Adelaide Sub. of part of Lot 7, Eureka Iron & Steel Works Subd'n. of N.W. ¼ of Sec. 32, T.3.S. R.11.E. Ecorse Twp. (now City of Wyandotte), Wayne Co. Mich. as recorded in Liber 33 of Plats, Page 48, Wayne County Records.

WHEREAS, due notice has been given of the hearing of objections to said vacation; and

WHEREAS, said hearing having taken place in accordance with such notice, and _____ objections having been offered, and this Council still being of the opinion that said vacation is advisable; now, therefore,

BE IT RESOLVED that the above described alley shall be and the same is hereby declared VACATED as a public alley, reserving to the City of Wyandotte, a Municipal Corporation of the State of Michigan, its successors and assigns forever and in perpetuity from the date hereof, an easement on, over, under, across, and within the eight (8) foot right-of-way of the above described alley for the purpose of constructing, operating, maintaining and repairing existing and future public utilities, sewers and drains, and that said City of Wyandotte, its contractors, employees, agents successors, assigns and lessees shall at all times have free ingress to and egress from said alley right-of-way, to construct, operate, maintain and repair said existing and future utility lines of every nature, and sewers and drains.

BE IT FURTHER RESOLVED that there is hereby reserved to the Ameritech, its successors and assigns, an easement on, over, under, across and within said eight (8) foot wide right-of-way for the purpose of constructing, erecting, operating, maintaining, and repairing its existing and future telephone communication system consisting of poles, lines, wires, cables and apparatus; and that said Ameritech, its contractors, employees, agents, successors and assigns shall at all times have full ingress to and egress from said eight (8) foot wide right-of-way for said purpose.

BE IT FURTHER RESOLVED that no structures, or any article or thing whatsoever shall be constructed or maintained on, over, under, across, or within the eight (8) foot right-of-way of the above described alley except the erection of fences by the abutting property owners and that in the exercise of the easement and ingress and egress rights heretofore reserved herein said City of Wyandotte shall not be liable for any injury or damage to, or disturbance of, nor shall it have any duty to pay for or replace, any animate or inanimate improvement on, over, under, across, or within said eight (8) foot right-of-way.

I move adoption of the following Resolution.

COUNCILPERSON _____

SUPPORTED BY _____

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

Absent _____

HEARING (R)

RESOLUTION

Wyandotte, Michigan
Date: _____

RESOLUTION by Councilperson _____

Supported 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

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

The fifteen (15) foot wide public alley abutting the easterly lot line of Lot 18, Adelaide Sub. of part of Lot 7, Eureka Iron & Steel Works Subd'n. of N.W. ¼ of Sec. 32, T.3.S. R.11.E. Ecorse Twp. (now City of Wyandotte), Wayne Co. Mich. as recorded in Liber 33 of Plats, Page 48, Wayne County Records.

WHEREAS, due notice has been given of the hearing of objections to said vacation; and

WHEREAS, said hearing having taken place in accordance with such notice, and _____ objections having been offered, and this Council still being of the opinion that said vacation is advisable; now, therefore,

BE IT RESOLVED that the above described alley shall be and the same is hereby declared VACATED as a public alley, reserving to the City of Wyandotte, a Municipal Corporation of the State of Michigan, its successors and assigns forever and in perpetuity from the date hereof, an easement on, over, under, across, and within the fifteen (15) foot right-of-way of the above described alley for the purpose of constructing, operating, maintaining and repairing existing and future public utilities, sewers and drains, and that said City of Wyandotte, its contractors, employees, agents successors, assigns and lessees shall at all times have free ingress to and egress from said alley right-of-way, to construct, operate, maintain and repair said existing and future utility lines of every nature, and sewers and drains.

BE IT FURTHER RESOLVED that there is hereby reserved to the Ameritech, its successors and assigns, an easement on, over, under, across and within said fifteen (15) foot wide right-of-way for the purpose of constructing, erecting, operating, maintaining, and repairing its existing and future telephone communication system consisting of poles, lines, wires, cables and apparatus; and that said Ameritech, its contractors, employees, agents, successors and assigns shall at all times have full ingress to and egress from said fifteen (15) foot wide right-of-way for said purpose.

BE IT FURTHER RESOLVED that no structures, or any article or thing whatsoever shall be constructed or maintained on, over, under, across, or within the fifteen (15) foot right-of-way of the above described alley except the erection of fences by the abutting property owners and that in the exercise of the easement and ingress and egress rights heretofore reserved herein said City of Wyandotte shall not be liable for any injury or damage to, or disturbance of, nor shall it have any duty to pay for or replace, any animate or inanimate improvement on, over, under, across, or within said fifteen (15) foot right-of-way.

I move adoption of the following Resolution.

COUNCILPERSON _____

SUPPORTED BY _____

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

Final Reading

AN ORDINANCE ENTITLED
“AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF WYANDOTTE BY AMENDING SECTION 14-2(a) and 14-2 (f)
ENTITLED “RECEPTACLES – GENERALLY”

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment of Section 14-2(a) and 14-2 (f) under 14-2 entitled “Receptacles – Generally” as follows:

Sec. 14-2 Receptacles – Generally.

(a) The person in charge of any dwelling, building or structure shall provide a receptacle of substantial construction for the receipt of solid waste and deposit therein or cause to be deposited all solid waste resulting from the use of the premise, and place the same in locations designated by the City. Solid Waste shall not be stored in the front yards. The storage of solid waste shall only be stored in a rear yard in a receptacle with a cover.

Section 2. Amendment of Section 14-2(f) as follows:

Sec. 14-2 (f) Owner or occupant shall utilize sufficient number of containers with covers to conveniently store the accumulation of solid waste.

Section 3. Severability.

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

Section 4. Effective Date.

This Ordinance takes effect _____, 2014 and this ordinance or a summary shall be published in a newspaper circulated in the City of Wyandotte within ten (10) days after the adoption.

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

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

Absent: _____

I hereby approve the adoption of the foregoing ordinance this day of _____, 2014

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the _____ day of _____, 2013.

Dated: _____, 2014

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

7/21/2014 .
Closed Session

following the
regular meeting
relative to pending
litigation.

requested by G.M.
municipal service