

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 11, 2014

AGENDA ITEM #

6

ITEM: Concur with Commission Approval to award bid for the Water Main project on Clinton Street from 6th to Alfred to Macomb Pipeline and Utility

PRESENTER: Bill Weirich - Superintendent of Water

INDIVIDUALS CONSULTED: Rod Lesko – GM, Paul LaManes – Assistant GM

BACKGROUND: The general plan and goal of the Water Department is to replace 1% of the 110 miles of water mains in service each year, the current 2014 project will be on Clinton Street from 6th to Alfred and will replace 1,450 feet of four inch (4) cast iron main with eight inch (8) water main, replace six (6) hydrants, replace all in-line valves, upgrade 40 residential water service lines to 1" and restore the area back to existing conditions. We chose this area after a review of our maintenance records showed numerous water main breaks and because our master plan priority is to replace all four inch water mains. Bids were posted on MITN (File #4642-2014 Water Main Project - City of Wyandotte ITB-4642), the Michigan bid system that provides a way for local government agencies in Michigan to more effectively notify vendors of RFP and bid opportunities, while using shared resources to increase efficiency and reduce costs. Bids were opened in the Commission Board room on July 11, 2014 with only one bid received and that bid was from Macomb Pipeline and Utility.

Bids were received from only one company with the following results:
Macomb Pipeline and Utility Company-----\$378,250.00

STRATEGIC PLAN/GOALS: Tracking and improving infrastructure conditions in all neighborhoods.

ACTION REQUESTED: Concur with the approval of the Wyandotte Municipal Services Commission to award the bid to Macomb Pipeline and Utility Company of Sterling Heights, Michigan, the lowest qualified and sole bidder on the project, in an amount not to exceed \$378,250 as recommended by WMS Management.

BUDGET IMPLICATIONS: This project was approved in the 2014 Water Department capital budget for 2014 in the amount of \$350,000.00 and approved carryover for Water Main projects of \$ 100,000.00 from fiscal 2013.

IMPLEMENTATION PLAN: Award Macomb Pipeline and Utility Company the bid subsequent to concurrence from City Council.

MAYOR'S RECOMMENDATION -

CITY ADMINISTRATOR'S RECOMMENDATION -

LEGAL COUNSEL'S RECOMMENDATION - N/A

LIST OF ATTACHMENTS:

- Proposal and Specs for 2014 Water Main Project
- Project diagrams (2)
- Wyandotte Municipal Services Commission Resolution 08-2014-03 approving request

RESOLUTION

WHEREAS, the City of Wyandotte City Council and Municipal Services Commission understands the need and supports the project plans for the Water Main project on Clinton Street from 6th to Alfred and,

WHEREAS, the bid award will proceed upon concurrence so that the construction process can be added to the Macomb Pipeline and Utility Company construction schedule, now

THEREFORE BE IT RESOLVED by the City of Wyandotte City Council that Council concurs with the Municipal Services Commission with awarding the bid to Macomb Pipeline and Utility, the low and sole bidder for an amount not to exceed \$ 378,250, as recommended by WMS Management.

ADOPTED this 11th of August, 2014

MOTION by
Councilperson _____

Supported by
Councilperson _____

YEAS

COUNCIL

NAYS

Stec
Sabuda
Sutherby-Fricke
Galeski
Schultz
Miciura, Jr.

PROPOSAL AND SPECIFICATIONS

FOR

2014 WATERMAIN PROJECT

IN

THE CITY OF

WYANDOTTE, MICHIGAN

Department of Engineering and Building
Mark A. Kowalewski
City Engineer

Department of Municipal Service
Rod Lesko
General Manager

Jun, 2014

CITY OF WYANDOTTE
2014 WATERMAIN PROJECT

	Page
Table of Contents.....	a
Instructions to Bidders.....	b
Proposal Forms.....	c - f
Contract.....	g
Payment Bond.....	h - i
Performance Bond.....	j - k
General Conditions	
Definition of Terms.....	1 - 2
Proposal Requirements and Terms.....	3 - 4
Award and Execution of Contract.....	5 - 10
Scope of the Work.....	11 - 12
Control of the Work.....	13 - 17
Control of Materials.....	18 - 19
Legal Relations and Responsibility to Public.....	20 - 23
Prosecution and Progress.....	24 - 27
Measurement and Payment.....	28 - 30
Special Provisions	
Traffic Maintenance and Control.....	31
Materials and Construction Methods.....	32 - 40
Polyethylene Encasement.....	41 - 44
Horizontal Directional Drilling.....	45 - 49
Final Connections and Service Connections.....	50
Project Cleanup	51
Method of Measurement and Basis of Payment	52
Hydrostatic Test for Watermain.....	53 - 55
Disinfecting Watermains	56 - 64
Department of Municipal Service Rules and Procedures.....	65 - 71

INSTRUCTIONS TO BIDDERS

Wyandotte Municipal Services Water Department of Wyandotte, Michigan will receive sealed bids at 3200 Biddle Avenue, Suite 200, Wyandotte, Michigan for the "2014 WATERMAIN PROJECT" at 2:00 p.m., Local Standard Time, July 11, 2014 at which time said bids will be publicly opened and read aloud.

A set of plans and specifications, including blank proposal, contract and bond forms are on file at the Office of the City Clerk, copies of which set may be obtained at the Office of the City Engineer, located in the Wyandotte City Hall, 3200 Biddle Avenue. A fee of thirty (\$30.00) dollars will be charged for each set furnished to the bidders. This fee will not be refunded. An additional fee of fifteen (\$15.00) dollars per set will be charged for mailing of sets.

Bids shall state the price for all items as specified, which price shall be in full for all labor, material and equipment for complete execution of the work. Proposals may not be honored unless made on the forms furnished for this purpose and with all blanks properly filled out. All prices must be written in words and numerals. The contract shall be let in its entirety only. The City reserves the right to reject any or all bids and also to waive any formal defect in bids when deemed for the best interest of the City.

The bidder must accompany his bid with a certified or cashier's check or bidder's bond, payable to the City of Wyandotte for the sum of not less than five percent (5%) of the amount bid. If the bidder does not submit said certified check, cashier's check or bidder's bond, then the City will not consider the bid. In the event the successful bidder fails or neglects to enter into contract with the City, and furnish the necessary bonds, all within ten (10) days of the date of the award, the certified or cashier's check or bidder's bond shall be forfeited to the City of Wyandotte as liquidated damages.

All proposals with certified check, cashier's check or bidder's bond shall be delivered to Wyandotte Municipal Services Water Department at the Wyandotte City Hall, 3200 Biddle Avenue, Suite 200 Wyandotte, Michigan, on or before 2:00 p.m., Local Standard Time, July 11, 2014, and the sealed envelope shall be titled "FILE #4642 - 2014 WATERMAIN PROJECT."

PROPOSAL FOR 2014 WATERMAIN PROJECT

_____, 2014

Wyandotte Municipal Services and Water Department
3200 Biddle Avenue, Suite 200
Wyandotte, Michigan

Dear General Manager and Commission:

The undersigned has made himself familiar with the locations of the proposed watermain project and the conditions under which it is to be constructed by examination of the locations, plans, details, specifications, bonds and contract, all of which he understands and accepts as being sufficient for the purpose. The undersigned proposes to contract with the City of Wyandotte for the furnishing of all labor, material, and equipment as specified and will accept in payment thereof the following sums, it being further understood that the quantities are approximate, the totals will be used for comparison of bids only, and the payments will be based on unit prices given in the proposal.

If this proposal is accepted, the undersigned further agrees to furnish the bonds and evidence of insurance and enter into contract with the City of Wyandotte within ten (10) days after said acceptance, and shall construct all work as set forth in the schedule below, unless shortage of material or other causes beyond the Contractor's control prohibit him from doing so.

All work, including clean up shall be completed by September 30, 2014.

ALTERNATE 1

1,450 L.F. 8" Ductile Iron Pipe Class 54 cement lined, encased in polyethylene, including saw cutting and removal of pavement, sidewalks; earth excavation, and backfill complete and ready for service per Plans and Specifications

@ _____ Dollars (\$ _____)/lf. \$ _____

100 L.F. 6" Ductile Iron Pipe Class 54 cement lined, encased in polyethylene, including saw cutting and removal of pavement, sidewalks, earth excavation, and backfill complete and ready for service per Plans and Specifications

@ _____ Dollars (\$ _____)/lf. \$ _____

6 Each 8"x 6" D.I. Tee Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ea. \$ _____

PROPOSAL FOR 2014 WATERMAIN PROJECT

1 Each 8"x 8" D.I. Tee Complete per Plans and Specifications

@ _____ Dollars (\$_____/ea. \$_____

3 Each 8" Resilient Wedge Valve and Roadway Box Complete per Plans and Specifications

@ _____ Dollars (\$_____/ea. \$_____

3 Each 8" x 6" D.I. Reducer Complete per Plans and Specifications

@ _____ Dollars (\$_____/ea. \$_____

2 Each 4" C.I. Cut and Cap Existing Main Complete per Plans and Specifications

@ _____ Dollars (\$_____/ea. \$_____

2 Each 6" Tee Cut Out Tee and Complete per Plans and Specifications

@ _____ Dollars (\$_____/ea. \$_____

3 Each Remove Existing Hydrant Complete per Plans and Specifications

@ _____ Dollars (\$_____/ea. \$_____

3 Each Remove and Backfill Existing Gatewell Complete per Plans and Specifications

@ _____ Dollars (\$_____/ea. \$_____

33 Each 1" Service Connection-Long, Crossing Street-Replace Service Complete per Plans and Specifications

@ _____ Dollars (\$_____/ea. \$_____

7 Each 1" Service Connection-Short-Replace Service Complete per Plans and Specifications

@ _____ Dollars (\$_____/ea. \$_____

6 Each 5BR250 East Jordan Fire Hydrant/ with Storz fitting pumper hook-up,, Resilient Wedge Valve and Roadway Box, Complete per Plans and Specifications

@ _____ Dollars (\$_____/ea. \$_____

PROPOSAL FOR 2014 WATERMAIN PROJECT

1 Lump Sum Traffic Maintenance and Control Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ls. \$ _____

1 Lump Sum Clean-up Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ls. \$ _____

TOTAL ALTERNATE 1 BID \$ _____

ALTERNATIVE 2

1450 L.F. 8" HDPE Pipe Installed by Horizontal Directional Drilling, including saw cutting and removal of pavement, sidewalks, earth excavation and backfill complete and ready for service per Plans and Specifications

@ _____ Dollars (\$ _____)/lf. \$ _____

100 L.F. 6" Ductile Iron Pipe Class 54 cement lined, encased in polyethylene, including saw cutting and removal of pavement, sidewalks, earth excavation, and backfill complete and ready for service per Plans and Specifications

@ _____ Dollars (\$ _____)/lf. \$ _____

6 Each 8"x 6" D.I. Tee Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ea. \$ _____

1 Each 8"x 8" D.I. Tee Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ea. \$ _____

3 Each 8" Resilient Wedge Valve and Roadway Box Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ea. \$ _____

3 Each 8" x 6" D.I. Reducer Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ea. \$ _____

PROPOSAL FOR 2014 WATERMAIN PROJECT

2 Each 4" C.I. Cut and Cap Existing Main Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ea. \$ _____

2 Each 6" Tee Cut Out Tee and Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ea. \$ _____

3 Each Remove Existing Hydrant Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ea. \$ _____

3 Each Remove and Backfill Existing Gatewell Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ea. \$ _____

33 Each 1" Service Connection-Long, Crossing Street-Replace Service Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ea. \$ _____

7 Each 1" Service Connection-Short-Replace Service Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ea. \$ _____

6 Each 5BR250 East Jordan Fire Hydrant/ with Storz fitting pumper hook-up,, Resilient Wedge Valve and Roadway Box, Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ea. \$ _____

PROPOSAL FOR 2014 WATERMAIN PROJECT

1 Lump Sum Traffic Maintenance and Control Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ls. \$ _____

1 Lump Sum Clean-up Complete per Plans and Specifications

@ _____ Dollars (\$ _____)/ls. \$ _____

TOTAL ALTERNATE BID 2 \$ _____

Addenda

If any addenda are issued for this job, bidder shall note receipt in column below and include each addendum with the proposal.

<u>Addendum No.</u>	<u>Date Received</u>	<u>Received By</u>
_____	_____	_____
_____	_____	_____

SIGNED: _____

BY: _____

ADDRESS: _____

PHONE NO.: _____

HORIZONTAL DIRECTIONAL DRILLING SPECIFICATIONS

SCOPE

The Contractor shall furnish all equipment, material, labor, standard fittings, skills, special fittings, couplings, etc., for the satisfactory installation of the HDPE waterline by horizontal directional drilling methods.

The Contractor shall bid a lineal foot price for the diameters and pressure rating as indicated herein. All fittings, couplings, adapters, lubricants, gaskets and similar items shall be included in the bid price per lineal foot for HDPE water main and no additional compensation will be allowed for these items.

All HDPE pipe shall meet the specifications of the National Sanitation Foundation (NSF). The pipe manufacturer shall furnish certification in sufficient copies that the pipe supplied complies with all requirements as specified herein.

PIPE MATERIALS

This specification covers ductile high-density polyethylene pipe and fittings, hereinafter called HDPE pipe and HDPE fittings.

HDPE Pipe and Fittings

The pipe supplied under this specification shall be high performance, high molecular weight, and HDPE pipe equal to Driscopipe 4000 as manufactured by Phillips Driscopipe, Inc., Richardson, Texas. The pipe material shall be a Type III, Class C, Category 5, P34 material as described in ASTM D1248. Minimum cell classification values of the pipe material shall be PE 345434C as referenced in ASTM D3350. The pipe shall be ductile iron pipe-sized SDR 11. The fittings supplied under this specification shall be molded from a polyethylene compound having a cell classification equal to or exceeding the cell classification of the pipe supplied under this specification.

The pipe shall satisfy ANSI/AWWA C-906-99 "Polyethylene (PE) Pressure Pipe and Fittings, 4-inch through 63-inch for Water Distribution."

The pipe shall satisfy ANSI/NSF 14-1999 "Plastics Piping System Components and Related Materials."

Physical Properties of Pipe Compound

- a. Density - The density shall be 0.941-0.957 gm/cm when tested in accordance with ASTM D1505.
- b. Melt Flow - Melt Flow shall be no greater than 0.11 gms/10 min when tested in accordance with ASTM D1238 - Condition E.
- c. Flex Modulus - Flexural Modulus shall be 110,000 psi to less than 160,000 psi when tested in accordance with ASTM D790.
- d. Tensile Strength at Yield - Tensile strength at yield shall be 3,200 psi to less than 3,500 psi when tested in accordance with ASTM D638.
- e. ESCR - Environmental Stress Crack Resistance shall be in excess of 5,000 hours with zero failures when tested in accordance with ASTM D1693 - Condition C.
- f. Hydrostatic Design Basic shall be 1,600 psi at 23-C when tested in accordance with ASTM D2837.

Certification - The City Engineer may request certified lab data to verify the physical properties of the material supplied under this specification or may take random samples and have them tested by an independent laboratory.

Rejection - Polyethylene pipe and fittings may be rejected for failure to meet any of the requirements of this specification.

HDPE pipe with SDR rating of 11 is to be used and shall conform to the latest revision of ASTM D1248.

The pipe shall have the same outside diameter as ductile iron pipe unless otherwise specified. The pipe shall be homogenous throughout and free from cracks, holes, foreign inclusions or other defects. The pipe shall be as uniform as commercially practical in color.

The pipe shall have a minimum working pressure of 160 psi.

HDPE Pipe Storage

General - Pipe shall be stored on clean, level ground to prevent undue scratching or gouging of the pipe. If the pipe must be stacked for storage, such stacking should be in accordance with the pipe manufacturer's recommendations. The pipe should be handled in such a manner that it is not damaged by being dragged over sharp objects or cut by chokers or lifting equipment.

Repair of Damaged Sections - Segments of pipe having cuts or gouges in excess of 10% of the wall thickness of the pipe shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the butt fusion joining method.

Pipe Cleaning During Laying Operation - Should the pipe ends become dirty or dusty during the storage of the pipe, a thorough cleaning of the pipe shall be done just before the joint of the pipe is fused and installed. At this time a visual check shall be made by placing the pipe in an inclined position to assure that all foreign matter and dirt is removed from the inside of the pipe. The pipe shall be kept clean during and after

laying. At the termination of pipe laying the open end of the pipeline shall be closed off by a suitable cover until laying operations are resumed.

Inspection of Materials During Construction - Not meeting the specifications, or obviously faulty material, shall be rejected by the Engineer and removed from the job site by the Contractor. When ordered by the Engineer, joints may be cut from the pipeline for inspection.

Pipe Joining - Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedure shall be capable of meeting all conditions recommended by the pipe temperature, alignment, and fusion pressure.

Handling of Fused Pipe - Fused segments of pipe shall be handled so as to avoid damage to the pipe. When lifting fused sections of pipe, chains or cable-type chokers should be avoided. Nylon slings are preferred. Care should be exercised to avoid cutting or gouging the pipe.

Pipe Joints

Join HDPE pipe to HDPE pipe using butt or sidewall fusion techniques or to HDPE fittings using butt fusion, sidewall fusion or socket fusion techniques. Furnish evidence of fusion capabilities including, but not limited to, fusion charts identifying recommended fusion temperature, interface pressure and cooling time. Furnish evidence that thermal fusion will be conducted by personnel that have received proper training in the use of fusion equipment according to the recommendations of the pipe supplier and the fusion equipment supplier. Use only HDPE sidewall outlets for sidewall taps.

Join HDPE pipe to valves by means of a mechanical joint adapter or a flange adapter and back-up ring for each valve face. Insert spacers and gaskets on butterfly valve installations to allow for full operational range of the valve disc.

When HDPE pipe is to be connected to mechanical joint pipe or fittings, properly restrain the joint using mechanical joint adapters with electrofusion couplings to prevent pipe pullout. Submit the proposed method of restraint to the Engineer as part of the shop drawing submittal for approval prior to the commencement of construction.

Improper fuse joints shall be repaired to the satisfaction of the Engineer and at the expense of the Contractor. The unacceptable fuse shall be removed and re-fused.

INSTALLATION OF PILOT HOLE

Directional Tolerance

The pilot shall be drilled along the path shown on the Plan and Profile drawing to the following tolerances:

1. Elevation - Five (5) feet below grade, plus or minus six (6) inches.
2. Alignment - Plus or minus six (6) inches.

As-Built Survey

At the completion of the pilot hole drilling, the Contractor shall provide a tabulation of coordinates referenced to the drilled entry point that accurately describes the location of the pilot hole.

REAM AND PULL BACK

Pre-Reaming

Pre-reaming operations shall be conducted at the discretion of the horizontal drilling contractor. All provisions of this specification relating to the simultaneous reaming and pulling back operations shall also pertain to pre-reaming operations.

Pulling Loads

The maximum allowable tensile load imposed on the pipeline pull section shall not exceed the manufacturer's recommended parameters. The amount of pull applied to the pipe shall be controlled and limited by devices such as the hydraulic pressure gauge.

Torsional Stress

A swivels shall be used to connect the pull section to the reaming assembly to minimize torsional stress imposed on the section.

Pull Section Support

The pull section shall be supported as it proceeds during pull back so that it moves freely.

Detection Wire

A metallic detection wire for tracing the location of the installed pipe shall be pulled along with the carrier pipe.

DRILLING FLUIDS

The Contractor shall provide the means and methods of containing all drilling fluids. The Contractor shall be responsible for all drilling fluids that enter streets, sanitary sewers or storm sewers (public or private). If there is evidence of drilling fluids entering any sanitary or storm sewers (public or private), the Contractor shall be responsible for televising the affected sewer system to ensure that the system is clean once the drilling fluids are removed.

Composition

No drilling fluid will be utilized that does not comply with all environmental regulations.

Inadvertent Returns

Drilling fluid returns at location other than the entry and exit points shall be minimized. The Contractor shall clean up any inadvertent return of drilling fluids by the end of each day of drilling.

The Contractor shall provide a location suitable for all disposal of inadvertent return of drilling fluids.

DRILLING WATER

The Contractor is responsible for transporting and storing any water required for drilling and hydrostatic testing. Securing permission to use water from any other source is the responsibility of the Contractor.

HYDROSTATIC TESTS

Hydrostatic Tests

All testing equipment shall meet the requirements of AWWA specifications for Hydrostatic Testing and as set forth herein and be provided by the Contractor at no cost to the Owner. Prior to performance of the test, all air shall be expelled from the pipeline to the satisfaction of the Engineer. This may be accomplished by means of hydrants or other means. If required, taps shall be made at high points where relief valves are not called for on the drawings. Such taps shall be plugged after testing is complete.

After the pipe has been laid and center loaded, or backfilled if conditions warrant complete backfilling, a test pressure of 100 psi or not less than fifty percent (50%) above system's design working pressure, whichever is greater, shall be achieved. After the specified pressure has been reached, the pump shall be stopped and all exposed pipe, fittings, valves, hydrants, joints, and appurtenances examined for leaks. Any visible leaks shall be repaired. The installation will be considered acceptable when the specified test pressure has been maintained without loss for a period of not less than two hours or until the Engineer has inspected and approved the test section, whichever is longer.

Removal of Air

In the event air is admitted to the pipeline after being expelled for the hydrostatic tests, such air shall be removed prior to completion of the system and acceptance by the Owner. The air may be removed by the methods described above. In no case shall the system be placed in operation prior to the removal of the air.

Disinfecting Water Mains

The disinfecting of the new water mains shall be performed as specified by the AWWA Standard set forth in these specifications.

Connections

Joining to other pipe materials may be accomplished with a mechanical joint adapter kit consisting of flange, back-up ring, gasket and all other incidentals. Mechanical joint adapter kits shall have a working pressure rate of 160 psig like the pipe and be used to join the HDPE pipe to the mechanical joint valves. The cost for the connections shall be included in the bid item.

SPECIAL PROVISIONS

FINAL CONNECTIONS

AND

SERVICE CONNECTIONS

FINAL CONNECTIONS

The Contractor shall make connections to existing mains. All joints in connection shall be examined under normal water pressure and all visible leaks repaired. Connections to existing mains shall be made as shown on the plans.

SERVICE CONNECTIONS

New service connections shall include the installation of 1" or 2" K copper from the new main to the front or side property lines being serviced. Connection to existing service at the property line shall be made using a new curb stop.

Contractor shall wrap the threads of corporation stops with 3 layers of Teflon plumber's tape before installing.

All supply lines shall be a new "K" copper and will be supplied by the Contractor.

Contractor shall supply all fittings conforming to the following:

CORPORATION STOPS

1" - Ford Ball Corp FB 1000
over 1" - Ford FB 1000

CURB STOPS

1" - Ford Ball Curb Stop B44-444
1 1/2" - Ford Ball Curb Stop B44-666
2" - Ford Ball Curb Stop B44-777

COUPLINGS

1" - Ford C44-44
1 1/2" - Ford C44-66
2" - Ford C44-77

SPECIAL PROVISIONS

PROJECT CLEANUP

Page 1 of 1

General Cleanup

Upon completion of portions of work, and before final acceptance of the work, the Contractor shall remove all temporary buildings or other structures built by him, all false work, excavated material, surplus materials, and rubbish of all kinds from the grounds which he has occupied, and shall leave the line of work in a neat, clean condition satisfactory to the Engineer. The Contractor shall remove all machinery and equipment from the right-of-way.

The Contractor shall replace, renew or restore; in an acceptable manner, all property, both public and private, which may have been damaged during the prosecution of the work. The Contractor shall replace fences, signs, mailboxes or other necessary appurtenances, which have been temporarily removed.

The Contractor shall thoroughly clean all sewers, manholes, catch basins, and other structures affected by his operations whether within or outside of the limits of his work upon leaving that particular work site. The Contractor shall use a "vactor" or other similar equipment suited for this work, or subcontract with a contractor specializing in this work, to properly perform the work. A written report shall be submitted to the City upon completion of the cleaning containing, at a minimum, type of structure, location of structure and date of cleaning.

The Contractor shall provide cleaning/sweeping services on all street and sidewalk surfaces within one block of the work site to remove all dust, dirt and other debris deposited on the surfaces as a result of the construction activity. This shall be performed a minimum twice weekly or as conditions warrant.

Cleanup shall be bid as a lump sum amount and will be paid for proportionately to the amount of work performed.

SPECIAL PROVISION

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

METHOD OF MEASUREMENT

Water Main of the size, type and method specified will be measured in lineal feet and laid length, with no deductions for valves and fittings.

Valves and Roadway Boxes will be measured as units except those included in connections to existing mains.

Special fittings not included in Hydrant Branches or connections to existing mains will be measured as units.

Hydrant Installations will be measured as units, and shall include pipe and fittings, including valve and box on the hydrant branch.

Connections to existing mains will be measured in units, and shall include all fittings including valves and Roadway Boxes.

BASIS OF PAYMENT

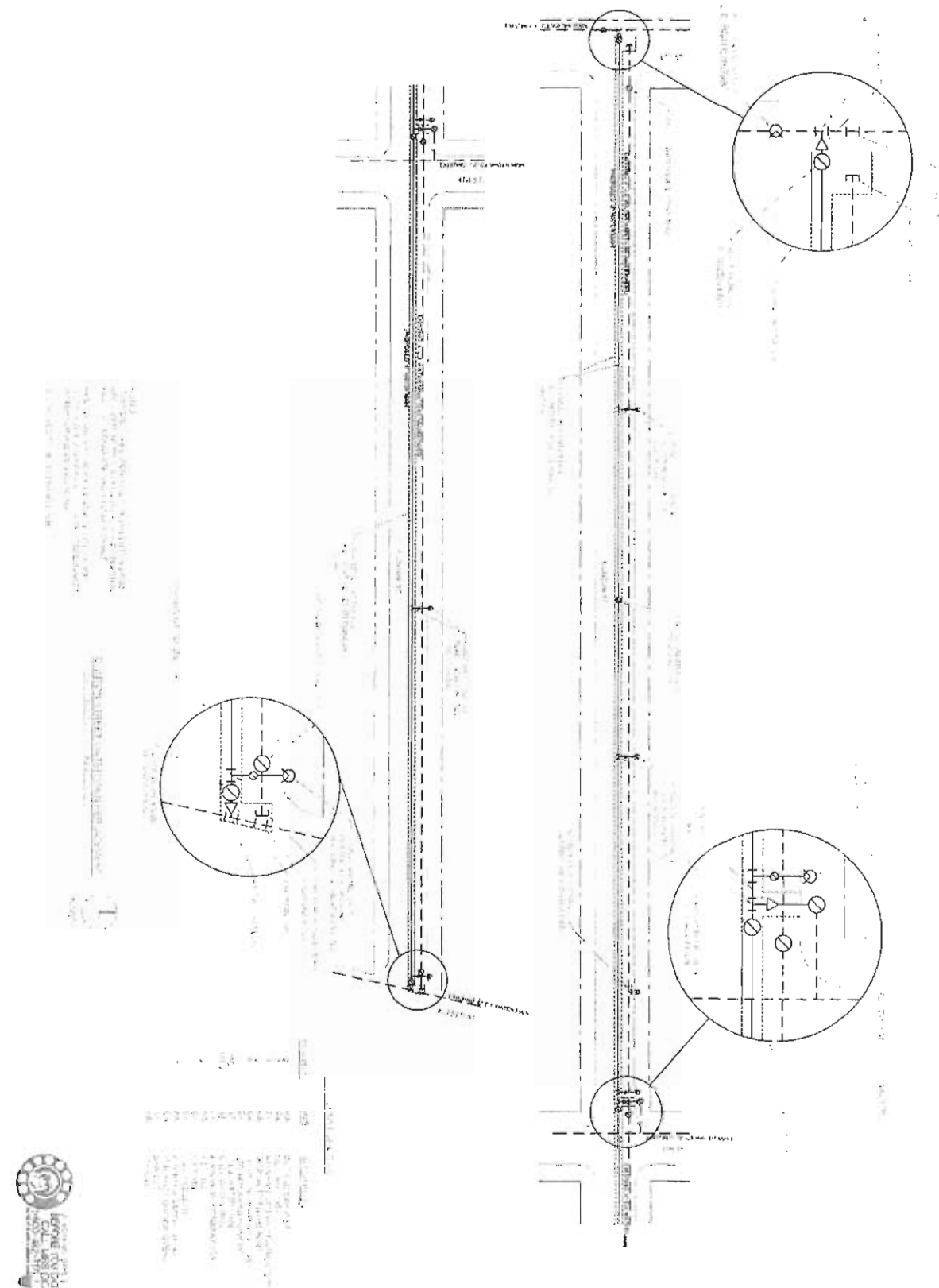
“Water Main”: of the size, type and method specified will be paid for at the contract unit price per foot, which price shall be payment in full for furnishing all labor, materials, and equipment, for installing the main complete, including all items for which no separate unit price is included in the contract, and shall include all excavation, removal of existing “dead” mains as required, backfilling, removal of pavement, sidewalks, curbs, protection of existing utilities, including sedimentation controls at drainage structures, protection of trees, temporary blow-offs and thrust blocks.

“Valves and Roadway Boxes”, “Blow-off Valves and Wells”, “Meters and Meter Pits”, “Entrance Manhole Wells”, “Connections to Existing Mains”, and “Air Valve Wells”: will be paid for at the contract unit price each, which price shall be payment in full for furnishing all labor, materials, and equipment for installing the valves or meters and construction the wells or pits complete and all pipe fittings not as shown on the plans and specified herein.

“Hydrant Installations”: will be paid for at the contract unit price each, which price shall be payment in full for furnishing all labor, equipment, and materials, including gate valve and box, all fittings and pipe, painting, and concrete base and blocking for setting the hydrant. Special fittings not included in Hydrant Branches or connection to existing main will be paid for at the contract unit price each.

“Service Connections”: Will be paid for at the contract unit price per single connection, which price shall be payment in full for furnishing all labor, equipment and materials necessary to complete the taps.

“Special Fittings”: Will be paid for at the contract unit price per fitting, which price shall be payment in full for furnishing all labor, equipment and materials necessary to complete the fittings.



WM1	WYANDOTTE MUNICIPAL SERVICES (E&S) DEPARTMENT	2011 WATERMAIN CLINTON ST. PROPOSED WATER MAIN 6TH ST. TO ALFRED ST.		
-----	---	--	--	--

GENERAL NOTES

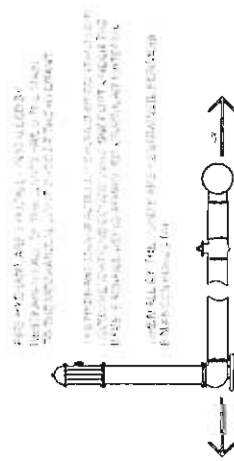
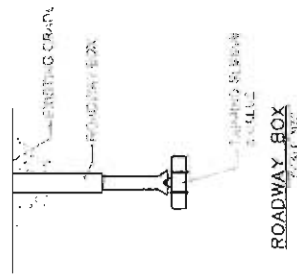
WATERMAIN INSTALLATION SHALL INCLUDE THE INSTALLATION AND REMOVAL OF CONCRETE STREET SIDEWALK AND CURB AND GUTTER AS NECESSARY TO ACCOMMODATE THE WORK.

ALL EXCAVATION SHALL BE BACKFILLED IN ACCORDANCE WITH THE SPECIFICATIONS.

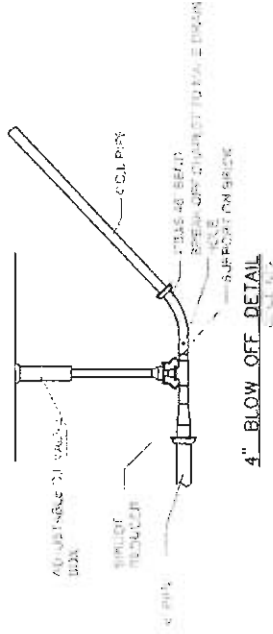
ALL SPREADS WHERE CONCRETE STREET, ALL CURB, SIDEWALK, APPROACHES, HAVE BEEN REMOVED, THE CONCRETE SHALL BE REPLACED TO THE TOP OF THE EXISTING FINISHING SURFACE FOR THE CURB, APPROACHES, DURING CONSTRUCTION.

ALL CONCRETE AND CURB AND GUTTER SHALL BE REINFORCED BY CONTRACTOR.

ALL MANHOLE AND TERMINAL STRUCTURES SHALL BE PROTECTED WITH A 12" FIBERGLASS GUARD.



FIRE HYDRANT LATERAL



4" BLOW OFF DETAIL

RESOLUTION # 08-2014-03:

WHEREAS, the Wyandotte Municipal Service Commission approves awarding the bid to Macomb Pipeline and Utilities Company, the sole bidder on the project for the water main replacement project on Clinton Street from 6th to Alfred, and

WHEREAS, the bid award will proceed so that the construction process can be added to Macomb Pipeline and Utilities Company construction schedule, and

BE IT RESOLVED, by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, with moving forward in awarding the low bid for the water main project on Clinton Street from 6th to Alfred for an amount not to exceed \$378,250 to Macomb Pipeline and Utilities Company as recommended by WMS Management.

I move the adoption of the foregoing resolution.

MOTION by Commissioner L. Lupo

SUPPORTED by Commissioner J. Cole

YEAS

COMMISSIONER

NAYS

✓

✓

✓

✓

Michael Sadowski

Leslie G. Lupo

Gerald P. Cole

Robert K. Alderman

Bryan J. Hughes

ADOPTED this 6th day of August 2014

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: Michael Sadowski

President

By: Ralph Hughes

Secretary

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 11, 2014

AGENDA ITEM #

ITEM: Resolution to concur with the Municipal Services Commission approval to provide a salary step adjustment for the General Manager of Wyandotte Municipal Services

PRESENTER: Mike ^{MS}Sadowski, Commission President

INDIVIDUALS CONSULTED: Paul LaManes – Assistant General Manager

BACKGROUND: Rod Lesko was appointed to the permanent position of General Manager on July 8, 2013 and received a salary adjustment at that time. It was noted at that time by the Commission that his performance should be reviewed and salary adjusted if appropriate in January 2014 and then annually each subsequent January. This adjustment annualizes Mr. Lesko's review to the last adjustment and establishes the annual review period moving forward.

STRATEGIC PLAN/GOALS: None

ACTION REQUESTED: Concur with Municipal Service Commission Resolution # 08-2014-02 recommending and approving a \$ 5,000 annual salary adjustment retroactive to 7/8/2014 for the General Manager

BUDGET IMPLICATIONS: None, position was budgeted for a 2.5% adjustment effective January 2014. Implementation of this adjustment on the noted retroactive date would result in actual salary expenditure less than what was budgeted for FY14.

IMPLEMENTATION PLAN: Subsequent to City Council concurrence, complete Notice of Change in Pay Rate form and forward to Human Resources/Payroll for system adjustment.

MAYOR'S RECOMMENDATION -

CITY ADMINISTRATOR'S RECOMMENDATION -

LEGAL COUNSEL'S RECOMMENDATION - N/A

LIST OF ATTACHMENTS:

- Copy of Request for Commission Action and Resolution # 08-2013-01
- Letter to Commission dated July 31, 2013
- Municipal Services Commission Resolution # 08-2014-02 approving and recommending adjustment

RESOLUTION

BE IT RESOLVED by the City Council that Council concurs with the Wyandotte Municipal Services Commission approval and recommendation that the General Manager of the Department of Municipal Services be given a \$ 5,000 salary adjustment retroactive to July 8, 2014 resulting in an annual salary for the General Manager of \$ 112,625.

ADOPTED this 11th of August, 2014

MOTION by
Councilperson _____

Supported by
Councilperson _____

YEAS

COUNCIL

NAYS

Stec

Sabuda

Sutherby-Fricke

Galeski

Schultz

Miciura, Jr.

CITY OF WYANDOTTE – Department of Municipal Services
REQUEST FOR COMMISSION ACTION

MEETING DATE: 08/06/2013

RESOLUTION # 08-2013-01

ITEM: Approval to provide step raise to Rod Lesko, General Manger

PRESENTER: James Figurski, Commission President

INDIVIDUALS CONSULTED:

BACKGROUND: Mr. Lesko was appointed to the permanent position of General Manager on July 8, 2013. There was an initial adjustment made to his salary when he was appointed as Acting General Manager, but his salary remains below a normal for his position as the permanent General Manager

STRATEGIC PLAN/GOALS: Mr. Lesko should be provided a 2.5% raise now with his selection as the permanent General Manager. His performance should then be reviewed and salary adjusted if appropriate in January 2014 and then annually each subsequent January.

ACTION REQUESTED: A 2.5% raise should be approved immediately for Mr. Lesko retroactive to July 8, 2013.

BUDGET IMPLICATIONS: Position of General Manager is fully budgeted

IMPLEMENTATION PLAN: .

CITY ADMINISTRATOR REVIEW – Approved by Mayor and Commission President

LEGAL COUNSEL REVIEW: N/A

LIST OF ATTACHMENTS - July 30, 2013 memo from J. Figurski to WMS commission

RESOLUTION:

RESOLUTION AUTHORIZING A 2.5% STEP RAISE TO THE GENERAL MANAGER EFFECTIVE JULY 8, 2013.

BE IT ORDAINED BY THE MUNICIPAL SERVICES COMMISSION OF THE CITY OF WYANDOTTE, STATE OF MICHIGAN:

WHEREAS, the City of Wyandotte, ("MUNICIPALITY") owns and operates an electric, water, cable TV, internet, phone, steam and geothermal utilities for the sale for the benefit of its citizens and taxpayers; and

WHEREAS, the General Manger is the executive officer supervising all operations of every utility owned and operated by the City of Wyandotte, and

WHEREAS, the Wyandotte Municipal Service Commission recommends to the Wyandotte City Council that a 2.5% step raise be given to Mr. Rod Lesko, General Manger of Wyandotte Municipal Services, for a total annual increase of \$2,625.00, bringing the General Manager's annual salary to \$107,625.00.

BE IT RESOLVED, by the Wyandotte Municipal Service Commission, that the Commission approves and recommends to the City Council of the City of Wyandotte, that Mr. Rod Lesko, General Manger of Wyandotte Municipal Services, be given a 2.5% salary increase, for a total annual increase of \$2,625.00. Bringing the General Manager's annual salary to \$107,625.00.

I move the adoption of the foregoing resolution.

MOTION by Commissioner MIKE SADOWSKI

Supported by Commissioner ~~MIKE~~ LESLIE Lupo

YEAS

COMMISSIONER

NAYS

Figurski

Sadowski

Lupo

Delisle

Cole

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By:

James S. Figurski
President

By:

Rod Lesko
Secretary

Municipal Service Commission:
James Figurski PRESIDENT
Michael Sadowski VICE-PRESIDENT
Jerry Cole
Frederick DeLisle
Leslie Lupo

WYANDOTTE
MUNICIPAL SERVICES

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

Roderick J. Lesko
General Manager and Secretary
3200 Biddle Avenue, Suite 200
Wyandotte, MI. 48192
Telephone: (734) 324-7100
Fax: (734) 324-7119

James Figurski
President
Wyandotte Municipal Services Commission
July 31, 2013

Commissioners
Wyandotte Municipal Services

Commissioners,

Shortly following the resignation of the General Manager in December, 2012, we appointed Rod Lesko as the Acting General Manager.

At that time we agreed to review his performance after six months. Individual reviews were submitted by each commissioner in July, all supportive of Mr. Lesko's performance to date. The reviews were collectively considered at the July 8, 2013 meeting and Mr. Lesko was appointed as the General Manager. I recommend that a further review be completed with the General Manager after one year, i.e. January 2014. I met with Mr. Lesko in early July to develop objectives for use during this annual review. This review should be completed between Mr. Lesko and the commission president and then reviewed and approved by the entire commission. This review should include a salary review along with any recommendations for adjustments. Further, I would recommend that this type of review be completed with the commission president each subsequent year.

Mr. Lesko's salary was raised to \$105,000 in December with his promotion to Acting General Manager. My efforts to benchmark the salary for the General Manager position need further effort to finalize, but the data reviewed thus far indicates that a significant gap remains between Mr. Lesko's salary and the range of typical salaries for similar positions. I therefore recommend that Mr. Lesko be granted an additional raise of 2 1/2% (\$2,625) at this time. A further salary review and adjustment can then be made during the January 2014 review period and then annually until an agreed upon maximum can be developed. Efforts to further review benchmark data and finalize a maximum salary can occur over the next year or whatever time frame is required.

I have included a commission resolution, # 08-2013-XX, to provide Mr. Lesko with the 2 1/2% raise recommended above and request your concurrence.

Regards,

James S. Figurski
President - WMS Commission

RESOLUTION # 08-2014-02

WHEREAS, the General Manager is the executive officer supervising all operations of every utility owned and operated by the City of Wyandotte, and

WHEREAS, the Wyandotte Municipal Service Commission recommends to the Wyandotte City Council that a \$5,000 step adjustment be given to Mr. Rod Lesko, General Manager of Wyandotte Municipal Services, bringing the General Manager's annual salary to \$ 112,625, therefore,

BE IT RESOLVED, by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, that the Commission approves and recommends to the Wyandotte City Council, that Mr. Rod Lesko, General Manager of Wyandotte Municipal Services, be given a \$ 5,000 salary adjustment retroactive to July 8, 2014 bringing the General Manager's annual salary to \$ 112,625.

I move the adoption of the foregoing resolution.

MOTION by Commissioner J. Cole

Supported by Commissioner Lupo

<u>YEAS</u>	<u>COMMISSIONER</u>	<u>NAYS</u>
✓	Sadowski	
✓	Lupo	
✓	Cole	
✓	Alderman	
	Hughes	

ADOPTED this 6th day of August 2014

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: 

President

By: 

Secretary

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

8

MEETING DATE: August 11, 2014

AGENDA ITEM #

ITEM: Slip-Lining of Sewer by LiquiForce

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND: In accordance with the EPA Consent Decree for the Sewage Treatment Plant in Wyandotte the City's Operation & Maintenance (O & M) Work Plan was approved January 18, 2006. The O & M Work Plan requires the cleaning, televising and repair of all sewers in the City. There is a sewer line in an easement that needs sewer repair via slip-lining. Since June 8, 2010, the City has used LiquiForce to perform slip-lining of sanitary sewers. Their contract expired June 7, 2013. A review of bids via the Michigan Intergovernmental Trade Network (MITN) System indicates Livonia awarded LiquiForce a sewer lining contract on April 23, 2013. Attached is a summary of the bidding and unit costs. The MITN pricing was compared to our expired contract and the overall cost to slip-line a sewer has decreased by three (3) percent. The undersigned recommends LiquiForce be hired for an additional three (3) year period via acceptance of the Livonia-Redford MITN Contract. This will enable the recently discovered work to be completed expeditiously.

STRATEGIC PLAN/GOALS: Committed to maintaining and developing excellent neighborhoods by: Matching tools and efforts to the conditions in city neighborhoods; tracking infrastructure conditions in all neighborhoods. The city will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement. Continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Accept LiquiForce contract for three (3) years at the same unit rates as their contract with the City of Livonia and Redford (MITN). Approve additional work at the alley between 22nd Street and 21st Street between Eureka and Oak to the Contract for LiquiForce in the amount of \$33,299.75.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account No. 590-200-926-310. This work is included in the 2014-2015 budgets.

IMPLEMENTATION PLAN: Once approved, LiquiForce will perform work.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: SDupdale

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: ARP Jy 30

LIST OF ATTACHMENTS: MITN information Livonia/Redford bid award, Summary of repair/location costs and Contract.

Extension of Award to the MITN Purchasing Cooperative or Other Governmental Agencies.

All vendors awarded contracts from this Quotation may, upon mutual agreement, extend pricing to the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative or other governmental agencies.

Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

The City of Livonia and the Charter Township of Redford are members of the MITN Purchasing Cooperative. If your company is awarded item(s) referenced in the Request for Quotation, the cooperative governmental entities or other governmental agencies may wish to use this contract and will issue a purchase order for the item(s) awarded in the quotation. Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide its own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

 X If an award is made by the City of Livonia and the Charter Township of Redford, it is agreed that the contract will be extended to the MITN Purchasing Cooperative or other governmental agencies, under the same prices, terms and conditions.

 Our company is NOT interested in extending the contract.

SEWER REHABILITATION AND MAINTENANCE CONTRACT

CITY OF LIVONIA, MICHIGAN

PROPOSAL FORM

ITEM	DESCRIPTION	UNIT	UNIT PRICE
PART I.	Cleaning, Video Inspection & Reaming		
A	Flushing of sanitary sewers by high-pressure water jet.	FOOT	\$ 3.00
B	Sanitary sewer close circuit video inspection (CCTV) including submission of digital data video report and tape as specified. Sewer sizes 8" to 72"	FOOT	\$ 1.50
C	Sanitary sewer caliche reaming with approved reamers. (1 ft = 1 point)		
1	Light - equal or less than 5% cross sectional area loss	FOOT	\$ 2.00
2	Medium - greater than 5% and less than 20% cross sectional area loss	FOOT	\$ 3.00
3	Heavy - greater than 20% cross sectional area loss	FOOT	\$ 5.00
D	Sanitary sewer grease reaming/cutting with approved reamers and cutters		
1	Light - equal or less than 5% cross sectional area loss	FOOT	\$ 2.00
2	Medium - greater than 5% and less than 20% cross sectional area loss	FOOT	\$ 3.00
3	Heavy - greater than 20% cross sectional area loss	FOOT	\$ 5.00
E	Sanitary sewer roots reaming/cutting with approved reamers and cutters		
1	Light - equal or less than 5% cross sectional area loss	FOOT	\$ 2.00
2	Medium - greater than 5% and less than 20% cross sectional area loss	FOOT	\$ 3.00
3	Heavy - greater than 20% cross sectional area loss	FOOT	\$ 5.00
F	Reaming of protruding lateral utilizing approved remote controlled robotic reamer with CCTV assistance.	EACH	\$ 500.00
PART II.	Spot Liner Repair		
A	Structural spot repair with cured-in-place pipe (inverted tube liner) as specified including: cleaning of sewer, pre and post video inspection tape and report		
1	8" diameter - 3' to 10' length	EACH	\$ 2,500.00
2	8" diameter - 10' to 20' length	EACH	\$ 3,000.00
3	8" diameter - 20' to 30' length	EACH	\$ 3,500.00
4	10" diameter - 3' to 10' length	EACH	\$ 2,700.00
5	10" diameter - 10' to 20' length	EACH	\$ 3,200.00
6	10" diameter - 20' to 30' length	EACH	\$ 3,700.00
7	12" diameter - 3' to 10' length	EACH	\$ 3,000.00
8	12" diameter - 10' to 20' length	EACH	\$ 3,500.00
9	12" diameter - 20' to 30' length	EACH	\$ 4,000.00
10	15" diameter - 3' to 10' length	EACH	\$ 3,200.00
11	15" diameter - 10' to 20' length	EACH	\$ 3,700.00
12	15" diameter - 20' to 30' length	EACH	\$ 4,300.00
13	18" diameter - 3' to 10' length	EACH	\$ 3,500.00
14	18" diameter - 10' to 20' length	EACH	\$ 4,200.00
15	18" diameter - 20' to 30' length	EACH	\$ 5,000.00
16	21" diameter - 3' to 10' length	EACH	\$ 3,700.00
17	21" diameter - 10' to 20' length	EACH	\$ 4,500.00
18	21" diameter - 20' to 30' length	EACH	\$ 5,500.00
19	24" diameter - 3' to 10' length	EACH	\$ 4,500.00
20	24" diameter - 10' to 20' length	EACH	\$ 5,500.00
21	24" diameter - 20' to 30' length	EACH	\$ 6,500.00

SEWER REHABILITATION AND MAINTENANCE CONTRACT

CITY OF LIVONIA, MICHIGAN

PROPOSAL FORM

ITEM	DESCRIPTION	UNIT	UNIT PRICE
PART III - Sanitary Sewer Lateral Cleaning & Repairs			
A	Lateral sewer close circuit video inspection (CCTV) including submission of digital data video report through main line sewer and tape as specified.	EACH	\$ 500.00
B	Installation of 6" diameter inverted type CIPP lateral liner (up to 33' in length) from mainline sewer, including vacuum excavation and installation of a clean-out to surface. Preparatory work of cleaning and removal of debris in lateral and temporary restoration of disturbed surface to be included.	EACH	\$ 4,500.00
PART IV - Sanitary Sewer Joint Testing & Sealing			
A	Sanitary sewer pipe joint sealing with approved sealant including all testing and removal of excess grout.	JOINT	\$ 70.00
PART V - Structural CIPP Lining (Fully Deteriorated)			
A	Manhole to Manhole CIPP Lining for 8" diameter mains	FOOT	\$ 30.00
B	Manhole to manhole CIPP Lining for 10" diameter mains	FOOT	\$ 35.00
C	Manhole to Manhole CIPP Lining for 12" diameter mains	FOOT	\$ 40.00
D	Manhole to manhole CIPP Lining for 15" diameter mains	FOOT	\$ 52.00
E	Manhole to Manhole CIPP Lining for 18" diameter mains	FOOT	\$ 65.00
F	Reinstatement of Lateral Service Connections	EACH	\$ 250.00
PART VI - Manhole Rehabilitation			
A	Apply Calcium Aluminate Lining	VFT	\$ 130.00
B	Seal Spot Leak in Structure	EACH	\$ 200.00
C	Apply Epoxy Topcoat Lining	VFT	\$ 260.00
D	Seal Adjustment Rings	EACH	\$ 1,150.00
E	Replace Corbel	EACH	\$ 2,300.00
F	Manhole Rehabilitation - (CIP)	VFT	\$ 250.00
PART VII - WATER MAIN REHABILITATION AND MAINTENANCE			
	Mobilization	LS	\$ 6,000.00
1	Provide temporary water supply per lineal foot of lined water main	LF	\$ 13.00
2	Reline 6" diameter water main	LF	\$ 182.00
3	Reline 8" diameter water main	LF	\$ 185.00
4	Reline 10" diameter water main	LF	\$ 200.00
5	Reline 12" diameter water main	LF	\$ 205.00
6	Install owner supplied 6" gate valves and boxes	Each	\$ 1,200.00
7	Install owner supplied 8" gate valves and boxes	Each	\$ 1,200.00
8	Install owner supplied 10" gate valves and boxes	Each	\$ 1,200.00
9	Install owner supplied 12" gate valves and boxes	Each	\$ 1,200.00
10	Install owner supplied hydrant assemblies	Each	\$ 1,200.00
11	Additional access pits due to unforeseen obstructions	Each	\$ 1,200.00
12	Replace owner supplied curb stops	Each	\$ 1,200.00
13	Structure adjustments	Each	\$ 600.00
14	21AA Aggregate for shoulders driveways and base	SYD	\$ 35.00
15	Remove and replace bituminous pavement	SYD	\$ 155.00
16	Remove and replace concrete road base	SYD	\$ 215.00
17	Class A sodding with 3" topsoil	SYD	\$ 18.00
18	3" topsoil, class A seeding, mulch and fertilizer	SYD	\$ 10.00
19	Traffic Control	LS	\$ 6,000.00
20	Cleanup and restorations	LS	\$ 6,000.00

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

TABULATION FOR WATER AND SEWER SYSTEMS MAINTENANCE SERVICES CONTRACT

Bid Opening: February 19, 2013

	Inland	Liqui-Force	Lanzo
Jetting/Cleaning*	\$4.50 Ft.	\$3.00 Ft.	\$5.00 Ft.
Video Inspection*	\$2.90 Ft.	\$1.50 Ft.	\$1.00 Ft.
Light Reaming*	\$12.00 Ft.	\$2.00 Ft.	\$5.00 Ft.
CIPP Lining Manhole to Manhole			
8" diameter mains	\$36.00 Ft.	\$30.00 Ft.	\$45.00 Ft.
10" diameter mains	\$43.00 Ft.	\$35.00 Ft.	\$47.00 Ft.
12" diameter mains	\$51.00 Ft.	\$40.00 Ft.	\$54.00 Ft.
15" diameter mains	\$58.00 Ft.	\$52.00 Ft.	\$66.00 Ft.
18" diameter mains	\$65.00 Ft.	\$65.00 Ft.	\$100.00 Ft.
Reinstatement of Lateral Service Connections	\$110.00 Ea.	\$250.00 Ea.	\$300.00 Ea.
(on Average 8 Service Connections from M/H to M/H)	(\$110x8=\$880)	(\$250x8=\$2,000)	(\$300x8=\$2,400)
	4086 Michigan Ave. Detroit, MI 48210 (313)899-3011 Walter Rozycki, Sr. Sr. Project Mgr.	28529 Goddard Ste. 106 Romulus, MI 48174 (734)955-2508 John Thompson Technical Rep.	3800 Woodward Ave. Ste. 410 Detroit, MI 48201 (313)831-2904 Fred Tingberg, Principal

Low Bid

* No relining can be completed without Jetting/Cleaning/Video Inspection and Light Reaming)

OFFICE OF THE CITY CLERK

TERRY A. MARECKI
CITY CLERK

SUSAN HOFF
DEPUTY CITY CLERK



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2230
FAX: (734) 421-1147

April 23, 2013

Liqui-Force Services USA Inc.
Mr. John Thompson, Technical Rep.
28529 Goddard Road, Suite 106
Romulus, MI 48174

Dear Mr. Thompson:

The Council of the City of Livonia, at a Regular Meeting held April 8, 2013, adopted the following resolution:

#96-13 RESOLVED, that having considered the report and recommendation of the Superintendent of Public Service and the Director of Public Works, dated March 15, 2013, which bears the signature of the Director of Finance and is approved for submission by the Mayor, the Council does hereby accept the unit price bid of Liqui-Force Services (USA), Inc., 28529 Goddard Road, Suite 106, Romulus, Michigan 48174, for completing all work required in connection with water main and sanitary sewer rehabilitation on an as needed basis in an amount not to exceed \$350,000.00 annually for a three (3) year period (with an option to renew for an additional two year period), the same having been in fact the lowest bid received for the sewer portion of the bid and the only bid meeting specifications for the water main portion of the bid; FURTHER, the Council does hereby appropriate and authorize an expenditure in an amount not to exceed \$350,000.00 annually from Account No. 592-158-000 (Construction in Progress) for this purpose; and the Director of Public Works is hereby authorized to approve any minor adjustments in the work as it becomes necessary; and the Mayor and City Clerk are hereby authorized to execute a contract for and on behalf of the City of Livonia with the aforesaid bidder and to do all other things necessary or incidental to the full performance of this resolution.

SEWER REHABILITATION AND MAINTENANCE CONTRACT
CITY OF WYANDOTTE, MICHIGAN
Easement Btwn 21st & 22nd, Eureka & Oak - MH#603 to MH#613

7/16/14

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	ITEM PRICE
PART I. Cleaning, Video Inspection & Reaming					
A	Flushing of sanitary sewers by high-pressure water jet.	FOOT	455	\$ 3.00	\$ 1,365.00
B	Sanitary sewer close circuit video inspection (CCTV) including submission of digital data video report and tape as specified. Sewer sizes 8" to 72"	FOOT	455	\$ 1.50	\$ 682.50
C	Sanitary sewer calcite reaming with approved reamers. (1ft = 1 point)				
1	Light - equal or less than 5% cross sectional area loss	FOOT	0	\$ 2.00	\$ -
2	Medium - greater than 5% and less than 20% cross sectional area loss	FOOT	0	\$ 3.00	\$ -
3	Heavy - greater than 20% cross sectional area loss	FOOT	0	\$ 5.00	\$ -
D	Sanitary sewer grease reaming/cutting with approved reamers and cutters				
1	Light - equal or less than 5% cross sectional area loss	FOOT	0	\$ 2.00	\$ -
2	Medium - greater than 5% and less than 20% cross sectional area loss	FOOT	0	\$ 3.00	\$ -
3	Heavy - greater than 20% cross sectional area loss	FOOT	0	\$ 5.00	\$ -
E	Sanitary sewer roots reaming/cutting with approved reamers and cutters				
1	Light - equal or less than 5% cross sectional area loss	FOOT	0	\$ 2.00	\$ -
2	Medium - greater than 5% and less than 20% cross sectional area loss	FOOT	0	\$ 3.00	\$ -
3	Heavy - greater than 20% cross sectional area loss	FOOT	455	\$ 5.00	\$ 2,275.00
F	Reaming of protruding lateral utilizing approved remote controlled robotic reamer with CCTV assistance.	EACH	3	\$ 500.00	\$ 1,500.00
PART II. Spot Liner Repair					
A	Structural spot repair with cured-in-place pipe (inverted tube liner) as specified including: cleaning of sewer, pre and post video inspection tape and report.				
1	8" diameter - 3' to 10' length	EACH	0	\$ 2,500.00	\$ -
2	8" diameter - 10' to 20' length	EACH	0	\$ 3,000.00	\$ -
3	8" diameter - 20' to 30' length	EACH	0	\$ 3,500.00	\$ -
4	10" diameter - 3' to 10' length	EACH	0	\$ 2,700.00	\$ -
5	10" diameter - 10' to 20' length	EACH	0	\$ 3,200.00	\$ -
6	10" diameter - 20' to 30' length	EACH	0	\$ 3,700.00	\$ -
7	12" diameter - 3' to 10' length	EACH	0	\$ 3,000.00	\$ -
8	12" diameter - 10' to 20' length	EACH	0	\$ 3,500.00	\$ -
9	12" diameter - 20' to 30' length	EACH	0	\$ 4,000.00	\$ -
10	15" diameter - 3' to 10' length	EACH	0	\$ 3,200.00	\$ -
11	15" diameter - 10' to 20' length	EACH	0	\$ 3,700.00	\$ -
12	15" diameter - 20' to 30' length	EACH	0	\$ 4,300.00	\$ -
13	18" diameter - 3' to 10' length	EACH	0	\$ 3,500.00	\$ -
14	18" diameter - 10' to 20' length	EACH	0	\$ 4,200.00	\$ -
15	18" diameter - 20' to 30' length	EACH	0	\$ 5,000.00	\$ -
16	21" diameter - 3' to 10' length	EACH	0	\$ 3,700.00	\$ -
17	21" diameter - 10' to 20' length	EACH	0	\$ 4,500.00	\$ -
18	21" diameter - 20' to 30' length	EACH	0	\$ 5,500.00	\$ -
19	24" diameter - 3' to 10' length	EACH	0	\$ 4,500.00	\$ -
20	24" diameter - 10' to 20' length	EACH	0	\$ 5,500.00	\$ -
21	24" diameter - 20' to 30' length	EACH	0	\$ 6,500.00	\$ -

SEWER REHABILITATION AND MAINTENANCE CONTRACT
CITY OF WYANDOTTE, MICHIGAN
Easement Blwn 21st & 22nd, Eureka & Oak - MH#603 to MH#613

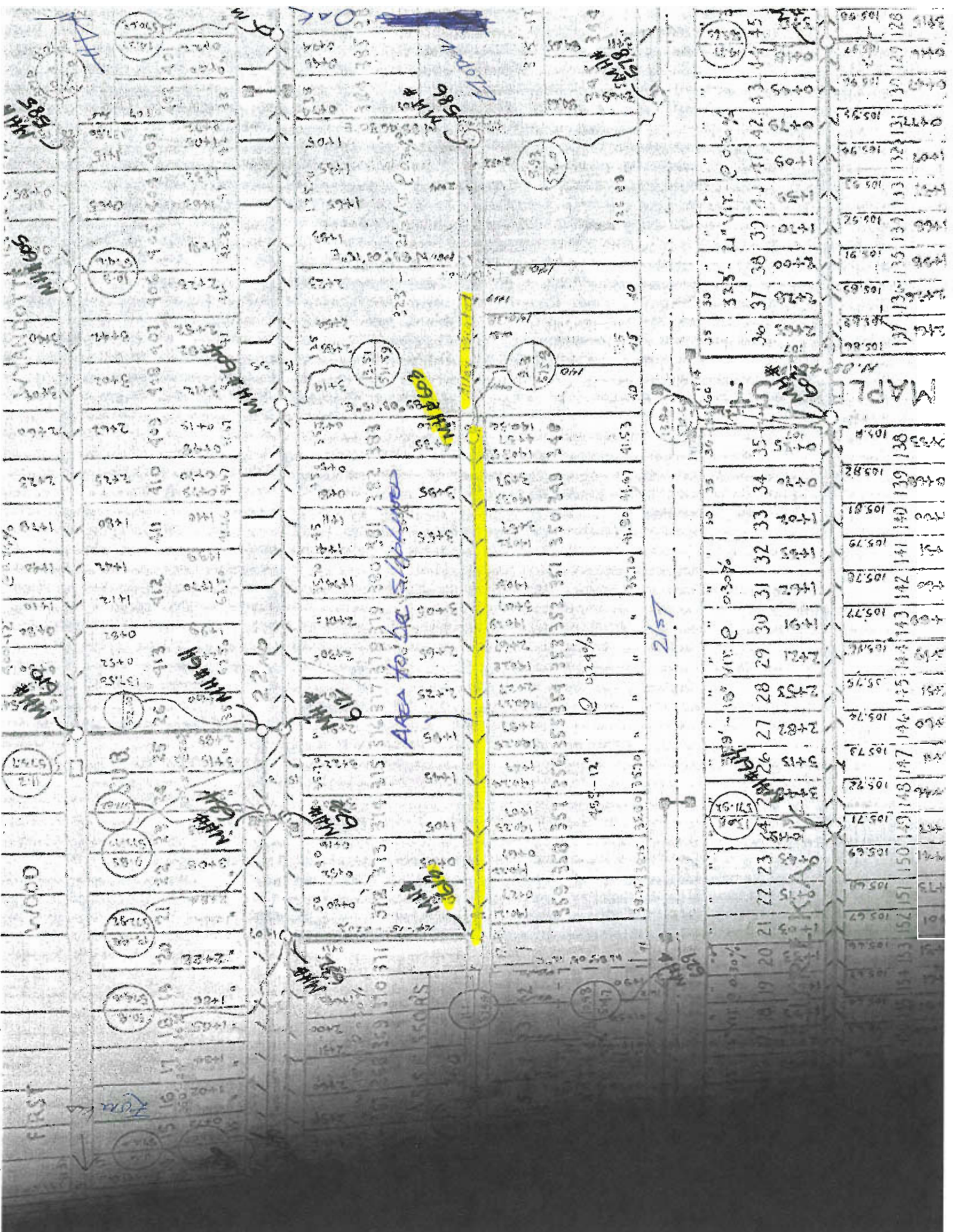
7/16/14

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	ITEM PRICE
PART III - Sanitary Sewer Lateral Cleaning & Repairs					
A	Lateral sewer close circuit video inspection (CCTV) including submission of digital data video report through main line sewer and tape as specified.	EACH	0	\$ 500.00	\$ -
B	Installation of 6" diameter inverted type CIPP lateral liner (up to 33' in length) from mainline sewer, including vacuum excavation and installation of a clean-out to surface. Preparatory work of cleaning and removal of debris in lateral and temporary restoration of disturbed surface to be included.	EACH	0	\$ 4,500.00	\$ -
PART IV - Sanitary Sewer Joint Testing & Sealing					
A	Sanitary sewer pipe joint sealing with approved sealant including all testing and removal of excess grout.	JOINT	0	\$ 70.00	\$ -
PART V - Structural CIPP Lining (Fully Deteriorated)					
A	Manhole to Manhole CIPP Lining for 8" diameter mains	FOOT	0	\$ 30.00	\$ -
B	Manhole to manhole CIPP Lining for 10" diameter mains	FOOT	0	\$ 35.00	\$ -
C	Manhole to Manhole CIPP Lining for 12" diameter mains	FOOT	455	\$ 40.00	\$ 18,200.00
D	Manhole to manhole CIPP Lining for 15" diameter mains	FOOT	0	\$ 52.00	\$ -
E	Manhole to Manhole CIPP Lining for 18" diameter mains	FOOT	0	\$ 65.00	\$ -
F	Reinstatement of Lateral Service Connections	EACH	25	\$ 250.00	\$ 6,250.00
PART VI - Manhole Rehabilitation					
A	Apply Calcium Aluminate Lining	VFT	0	\$ 130.00	\$ -
B	Seal Spot Leak in Structure	EACH	0	\$ 200.00	\$ -
C	Apply Epoxy Topcoat Lining	VFT	0	\$ 260.00	\$ -
D	Seal Adjustment Rings	EACH	0	\$ 1,150.00	\$ -
E	Replace Corbel	EACH	0	\$ 2,300.00	\$ -
F	Manhole Rehabilitation - (CIP)	VFT	0	\$ 250.00	\$ -
PART VII - WATER MAIN REHABILITATION AND MAINTENANCE					
	Mobilization	LS	0	\$ 6,000.00	\$ -
1	Provide temporary water supply per lineal foot of lined water main	LF	0	\$ 13.00	\$ -
2	Reline 6" diameter water main	LF	0	\$ 182.00	\$ -
3	Reline 8" diameter water main	LF	0	\$ 185.00	\$ -
4	Reline 10" diameter water main	LF	0	\$ 200.00	\$ -
5	Reline 12" diameter water main	LF	0	\$ 205.00	\$ -
6	Install owner supplied 6" gate valves and boxes	EACH	0	\$ 1,200.00	\$ -
7	Install owner supplied 8" gate valves and boxes	EACH	0	\$ 1,200.00	\$ -
8	Install owner supplied 10" gate valves and boxes	EACH	0	\$ 1,200.00	\$ -
9	Install owner supplied 12" gate valves and boxes	EACH	0	\$ 1,200.00	\$ -
10	Install owner supplied hydrant assemblies	EACH	0	\$ 1,200.00	\$ -
11	Additional access pits due to unforeseen obstructions	EACH	0	\$ 1,200.00	\$ -
12	Replace owner supplied curb stops	EACH	0	\$ 1,200.00	\$ -
13	Structure adjustments	EACH	0	\$ 600.00	\$ -
14	21A-A Aggregate for shoulders driveways and base	SYD	0	\$ 35.00	\$ -
15	Remove and replace bituminous pavement	SYD	0	\$ 155.00	\$ -
16	Remove and replace concrete road base	SYD	0	\$ 215.00	\$ -
17	Class A sodding with 3" topsoil	SYD	0	\$ 18.00	\$ -
18	3" topsoil, class A sodding, mulch and fertilizer	SYD	0	\$ 10.00	\$ -
19	Traffic Control	LS	0	\$ 6,000.00	\$ -
20	Cleanup and restorations	LS	0	\$ 6,000.00	\$ -
	Parts Not Provided	LS	0	\$ 1,648.87	\$ -

Estimated Total \$ 30,272.50

Contingency - 10% \$ 3,027.25

Project Total \$ 33,299.75



CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2014, by and between the CITY OF WYANDOTTE (City) and LIQUI-FORCE SERVICES (USA) INC (Contractor), Romulus, County of Wayne, State of Michigan.

The City of Wyandotte adopts as part of this Contract by reference all the requirements of the City of Livonia and Charter Township of Redford Michigan Intergovernmental Trade Network (MITN) Water and Sewer System Maintenance Service Contract. The City of Wyandotte General Conditions and Contract Requirements are incorporated as a part of this Contract. This Contract shall be from the period of August 11, 2014 thru August 11, 2017.

If there are any conflicts between the two (2) specifications the City of Wyandotte's provisions shall control.

The unit rates from the Livonia and Redford Contract are attached as Attachment A and shall be accepted by both parties to perform work in Wyandotte.

The Contractor is authorized to perform emergency repairs in the alley between 22nd Street and 21st Street between Eureka and Oak when approved by the Wyandotte City Council and agreed to by the Contractor. Emergency repairs in other areas of the City will require written authorization by the City. The contractor shall furnish updated insurance documents naming the City of Wyandotte as an additional insured.

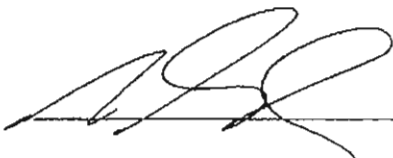
IN WITNESS THEREOF, said parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

Witnessed by:

CITY OF WYANDOTTE

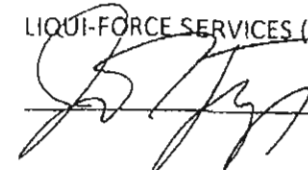
Joseph R. Peterson, Mayor

William R. Griggs, City Clerk



Max Gowdy

LIQUI-FORCE SERVICES (USA) INC.



JOHN THOMPSON, TECHNICAL REPRESENTATIVE

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: August 11, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding entering into a three (3) year maintenance contract with LiquiForce Services (USA) Inc., Romulus, Michigan. Further, LiquiForce is approved to slip lining of one (1) sewer line for \$33,299.75 from account no. 590-200-926-310;
AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the necessary Contract as presented to City Council.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Miciura
Shultz
Fricke
Galeski
Sabuda
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August ~~11~~, 2014

AGENDA ITEM #

9

ITEM: DEMOLITION OF 606 CHESTNUT, WYANDOTTE

PRESENTER: Mark Kowalewski – City Engineer

Mark Kowalewski 8-6-14

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND: Council referred a request from Kathryn Ferstle, 23937 Huron River Drive, Rockwood, to the undersigned for review and report back. Ms. Ferstle is requesting the City demolish the rear home at 606 Chestnut at no cost to her. There are two (2) homes on this property at which measures 30' x 150'. The front home (608 Chestnut) is a two (2) family dwelling and the rear home (606 Chestnut) is single family dwelling. This property is non-conforming. Further, there is no off-street parking for any of these rental units. By demolishing the rear home at 606 Chestnut, this will allow for the installation off street parking for the home at 608 Chestnut in the future.

The City has demolished other similar residential properties upon request. Ms. Ferstle has executed the Hold Harmless Agreement and supplied the City with proper paperwork indicating that she is the owner.

Therefore, since this is a non-conformation property, it is the recommendation of the Engineering Department that the rear home at 606 Chestnut be demolished by the City at no cost to the property owner.

STRATEGIC PLAN/GOALS: Fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer to demolish the property at 606 Chestnut.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work form Account No. 492-200-850-519.

IMPLEMENTATION PLAN: The Engineering Department will seek proposals for the demolition of the property at 606 Chestnut.

CITY ENGINEER:

CITY ADMINISTRATOR'S RECOMMENDATION: *Support*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

OK

LIST OF ATTACHMENTS : Council Resolution dated July 29, 2014

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

July 29, 2014

RESOLUTION

Kathryn Ferstle
23937 Huron River Drive
Rockwood, Michigan 48173

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

RESOLVED by the City Council that the communication from Kathryn Ferstle, 23937 Huron River Drive, Rockwood, Michigan 48173 requesting City assistance with the demolition of her carriage house located at 606 Chestnut is hereby referred to the City Engineer for a review and report back in two (2) weeks. (August 11, 2014).

YEAS: Councilmembers Fricke Miciura Sabuda Schultz

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 July 28, 2014.

William R. Griggs
William R. Griggs
City Clerk

CC: City Engineer

City of Wyandotte

Mayor Peterson and City Council

3200 Biddle Avenue, Suite 300

Wyandotte, MI 48192

July 21, 2014

WYANDOTTE CITY CLERK

2014 JUL 21 A 10:31

2

Re: Demolition of Carriage House at 606 Chestnut

Dear Mayor Peterson and City Council:

In October of 2012, after the unexpected death of my husband, I requested the city's help in demolishing the carriage house at 606 Chestnut. After the Council's action on this matter I discovered I did not have clear title to the rental property known as 606 and 608 Chestnut. After working with local attorney Thomas Kuzmiak, I have obtained clear title to the property and am resubmitting my request.

Since my initial request I have corrected all code violations at 608 Chestnut and also installed aluminum siding, new gutters, a new boiler, and a new hot water tank all with the appropriate permits and inspections.

Thank you for your consideration in this matter.


Kathryn Feistle

23937 Huron River Drive

Rockwood, MI 48173

(734) 379-4781

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

CERTIFICATE OF COMPLIANCE

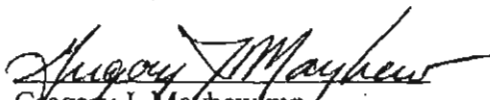
Case # 12-456

Thomas & Kathryn Ferstle
23937 Huron River Drive
Rockwood, MI 48173

This Certificate is issued in accordance with Section 31.1 of the Code of Ordinances that this two (2) unit rental dwelling/rental unit at 608 Chestnut upper/lower, Wyandotte, Michigan, complies with all applicable codes and ordinances and shall remain in effect until the expiration date unless this property falls in violation of any Code or Ordinance of the City of Wyandotte.

Issue Date: July 3, 2013

Expiration Date: July 3, 2018


Gregory J. Mayhew/mp
Assistant City Engineer

Original: Applicant/Owner

Copies: Master File/Time File/Owner to post

doc:w-drive/code enforcement/certificates



INDEMNITY AGREEMENT

The undersigned verify that they are the sole current owner(s) of the property known as 606 Chestnut, Wyandotte, Michigan, which has the following legal description:

West 30 feet of Lot 10, Block 145 Eureka Irons & Steel Works Subdivision

It is agreed that said house known as 606 Chestnut, Wyandotte a Single Family Dwelling on the above described land will be demolished by City of Wyandotte and or it's contractor at no cost to the property owners.

The undersigned further represent that no one else has any lawful interest in said structure or real property and that the undersigned is authorized to grant permission to the City of Wyandotte and or it's contractor to demolish said structure.

In consideration of the City of Wyandotte demolishing the above captioned property, the undersigned release the City of Wyandotte from any and all claims the undersigned may have against the City as a result from said demolition.

Kathryn M Ferstle
Owner

Owner

23937 Norton River Dr
Rockwood, MI 48173

Address

Address

(734) 379-4781

Phone Number

Phone Number

Dated: 7/21/14

subscribed and sworn to me this 21st day of July 2014 by Kay Kat
Notary Public Acting in Wayne County

My Commission Expires: 2/13/19



First American Title

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011400-0728603e

Schedule A

Name and Address of Title Insurance Company:

First American Title Insurance Company, 1 First American Way; Santa Ana, CA 92707.

File No.: **338798**

Address Reference: **606-607-608 Chestnut, Wyandotte, MI 48192**

Amount of Insurance: **\$1,000.00**

Premium: **\$250.00**

Date of Policy: **November 4, 2013, at 8:00am**

1. Name of Insured:
Kathryn M. Ferstle
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple, and its successors and/or assigns
3. Title is vested in:
Kathryn M. Ferstle
4. The Land referred to in this policy is described as follows:
West 30 feet of Lot 10, Block 145, Eureka Iron and Steel Works Subdivision, as recorded in Liber 16, Page 14 of Plats, Wayne County Records.

By:

Authorized Countersignature John C. Cuschieri
(This Schedule A valid only when Schedule B is attached.)

Issued by: Minnesota Title Agency

32500 Schoolcraft Road, Livonia, MI 48150

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: August 11, 2014

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council concurs with the recommendation of the City Engineer regarding the demolition of the property at 606 Chestnut; AND

BE IT FURTHER RESOLVED that the City Engineering is directed to seek proposals for said demolition

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

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

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

July 29, 2014

RESOLUTION

Kathryn Ferstle
23937 Huron River Drive
Rockwood, Michigan 48173

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

RESOLVED by the City Council that the communication from Kathryn Ferstle, 23937 Huron River Drive, Rockwood, Michigan 48173 requesting City assistance with the demolition of her carriage house located at 606 Chestnut is hereby referred to the City Engineer for a review and report back in two (2) weeks. (August 11, 2014).

YEAS: Councilmembers Fricke Miciura Sabuda Schultz

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 July 28, 2014.

William R. Griggs
City Clerk

CC: City Engineer

City of Wyandotte

Mayor Peterson and City Council

3200 Biddle Avenue, Suite 300

Wyandotte, MI 48192

July 21, 2014

WYANDOTTE CITY CLERK

2014 JUL 21 A 10:31

2

Re: Demolition of Carriage House at 606 Chestnut

Dear Mayor Peterson and City Council:

In October of 2012, after the unexpected death of my husband, I requested the city's help in demolishing the carriage house at 606 Chestnut. After the Council's action on this matter I discovered I did not have clear title to the rental property known as 606 and 608 Chestnut. After working with local attorney Thomas Kuzmiak, I have obtained clear title to the property and am resubmitting my request.

Since my initial request I have corrected all code violations at 608 Chestnut and also installed aluminum siding, new gutters, a new boiler, and a new hot water tank all with the appropriate permits and inspections.

Thank you for your consideration in this matter.


Kathryn Ferstle

23937 Huron River Drive

Rockwood, MI 48173

(734) 379-4781

City of Wyandotte

Mayor Peterson and City Council

3131 Biddle Avenue

Wyandotte, MI, 48192

October 1, 2012

Re: Demolition of Carriage House at 606 Chestnut

Dear Mayor Peterson and City Council:

My husband and I have owned the rental property at 608 and 606 Chestnut for over twenty-five years, but I had little or no involvement with the management or maintenance of the properties. With his unexpected death in July of this year, I find myself financially unable to correct the violations at both addresses. I am requesting that the city demolish the carriage house (606) at their expense so that I can afford to correct all code violations at 608.

Thank you for your consideration of this matter,

Kathryn Ferstle

23937 Huron River Drive

Rockwood, MI 48173

(734) 379-4781

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL

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

October 9, 2012

JOSEPH R. PETERSON
RESOLUTION
MAYOR

Kathryn Ferstle
23937 Huron River Drive
Rockwood, Michigan 48173

By Councilman Daniel E. Galeski
Supported by Councilman Leonard Sabuda

RESOLVED by the City Council that the communication from Kathryn Ferstle, 23937 Huron River Drive, Rockwood, Michigan 48173 requesting City assistance with the demolition of her carriage house located at 606 Chestnut is hereby referred to the City Engineer for a review and report back in two (2) weeks.

YEAS: Councilmembers DeSana Fricke Galeski Sabuda 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 October 8, 2012.

William R. Griggs
William R. Griggs
City Clerk

CC: City Engineer

THOMAS A. KUZMIAK, P.L.L.C.

Attorney at Law
2222 Ford Avenue
Wyandotte, MI 48192

TELEPHONE
(734) 283-3350

FACSIMILE
(734) 283-7330

January 3, 2014

Ms. Kathryn M. Ferstle
23937 Huron River Dr.
Rockwood, MI 48173

Re: Title policy

Dear Ms. Ferstle:

Enclosed herewith you will find the original Owner's Title Policy from the Minnesota Title Agency. This confirms the title status of your property at 606-607-608 Chestnut. You should retain this with your other documents as the title company has now confirmed that the title is vested into your name.

With the receipt of this document, my work has been completed and I am closing my file. If I can be of any further assistance to you in the future, please feel free to contact my office.

Very truly yours,

A handwritten signature in dark ink, appearing to be 'TAK', with a long horizontal stroke extending to the right.

THOMAS A. KUZMIAK

TAK:em
Enclosure

INDEMNITY AGREEMENT

The undersigned verify that they are the sole current owner(s) of the property known as 606 Chestnut, Wyandotte, Michigan, which has the following legal description:

West 30 feet of Lot 10, Block 145 Eureka Irons & Steel Works Subdivision

It is agreed that said house known as 606 Chestnut, Wyandotte a Single Family Dwelling on the above described land will be demolished by City of Wyandotte and or it's contractor at no cost to the property owners.

The undersigned further represent that no one else has any lawful interest in said structure or real property and that the undersigned is authorized to grant permission to the City of Wyandotte and or it's contractor to demolish said structure.

In consideration of the City of Wyandotte demolishing the above captioned property, the undersigned release the City of Wyandotte from any and all claims the undersigned many have against the City as a result from said demolition.

Kathryn M Ferstle
Owner

Owner

23937 Huron River Dr.
Rockwood, MI 48173

Address

Address

(734) 379-4781

Phone Number

Phone Number

Dated: 7/24/14

subscribed and sworn to me this 24th day of July, 2014, by Kathy Kest
Notary Public, Acting in Wayne County

My Commission Expires: 2/13/19



QUIT CLAIM DEED
Statutory Form

KNOW ALL MEN BY THESE PRESENTS THAT: ROBERT S. SALESKI, an unmarried man

the address of which is 11380 Briarcliff Drive, Warren, MI 48093

quit claims to KATHRYN M. FERSTLE, an unmarried woman

whose address is 23937 Huron River Drive, Rockwood, MI 48173

the following described premises situated in the City of Wyandotte, County of Wayne, and State of Michigan, to-wit:

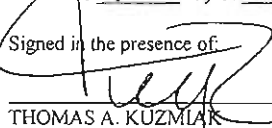
West 30 feet of Lot 10, Block 145, Eureka Iron and Steel Works Subdivision, as recorded in Libcr 16, Page 14 of Plats, Wayne County Records.

Commonly known as 606-607-608 Chestnut, Wyandotte, MI 48192
Tax ID# 57-015-07-0010-002

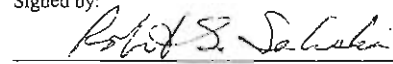
together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of \$1.00. Exempt pursuant to MCLA 207.505 Sec. 5(a) and MCLA 207.526 Sec. 6(a).

Dated this 15 day of JULY, 2013.

Signed in the presence of:

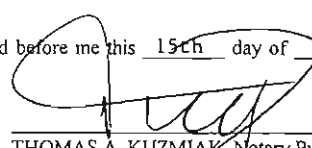

THOMAS A. KUZMIAK

Signed by:


ROBERT S. SALESKI

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 15th day of July, 2013, by Robert S. Saleski, an unmarried man.


THOMAS A. KUZMIAK, Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My Commission Expires: 5/17/20

When recorded return to: THOMAS A. KUZMIAK Attorney at Law 2222 Ford Avenue Wyandotte, MI 48192	Send subsequent tax bills to:	Drafted by: THOMAS A. KUZMIAK Attorney at Law 2222 Ford Avenue Wyandotte, MI 48192
---	-------------------------------	--

Recording Fee:

Revenue Stamps:

Revenue Stamps:

2013 DEC -4 AM 10:33

Bernard J. Youngblood
Wayne County Register of Deeds
December 04, 2013 10:33 AM
Inst: 2013486677 AFF Pages: 2
Liber: 51202 Page: 1289



**AFFIDAVIT REGARDING RECORDATION OF
EXECUTED COPY OF QUIT CLAIM DEED**

State of Michigan)
County of Wayne)

NOW COMES the Law Office of THOMAS A. KUZMIAK, PLLC, and being first duly sworn, does herein state as follows:

1. That the undersigned, THOMAS A. KUZMIAK, is a licensed, practicing Attorney within the City of Wyandotte, County of Wayne, and State of Michigan.

2. That this Affidavit involves real property commonly known as 606-607-608 Cbestnut, Wyandotte, Michigan, more specifically described as follows:

West 30 feet of Lot 10, Block 145, Eureka Iron and Steel Works Subdivision, as recorded in Liber 16, Page 14 of Plats, Wayne County Records. *ATTACHED QUIT CLAIM DEED*

Tax ID# 57-015-07-0010-002

2. That the Law Office of THOMAS A. KUZMIAK, PLLC, was authorized to prepare and execute a Quit Claim Deed for VALERIE L. BRODIE, formerly known as VALERIE L. SALESKI, to convey any and all interest held by Grantor, to KATHRYN M. FERSTLE. That said Deed was created and forwarded for review and execution.

3. That the Grantor did sign the copy of said instrument, which is an identical copy to the original, except for the "copy" stamp.

4. That said Deed has been properly executed and notarized and does herein convey the interest of the Grantor to the Grantee.

5. This this Affidavit is made for the purposes of accomplishing the recordation of the document.

WHEREAS, the undersigned has reviewed the terms of the Affidavit and knows the facts therein to be true and docs execute it this 22nd day of November, 2013.

State of Michigan)
County of Wayne)

By:

THOMAS A. KUZMIAK, PLLC

THOMAS A. KUZMIAK, P30464
Attorney at Law

The foregoing Affidavit is executed before me, a notary public, this 22nd day of November, 2013, by Thomas A. Kuzmiak, Attorney at Law.

Diane Shafer
DIANE SHAFER, Notary Public
Wayne County, Michigan
Acting in Wayne County
My Commission Expires: 5/16/14

Drafted by/return to:
THOMAS A. KUZMIAK, PLLC
2222 Ford Avenue
Wyandotte, MI 48192
(734) 283-3350

QUIT CLAIM DEED
Statutory Form

KNOW ALL MEN BY THESE PRESENTS THAT: VALERIE L. BRODIE, f/k/a VALERIE L. SALESKI

the address of which is 11380 Briarcliff Drive, Warren, MI 48093

quit claims to KATHRYN M. FERSTLE, an unmarried woman

whose address is 23937 Huron River Drive, Rockwood, MI 48173

the following described premises situated in the City of Wyandotte, County of Wayne, and State of Michigan, to-wit:

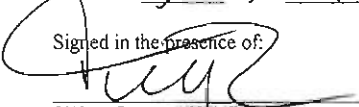
West 30 feet of Lot 10, Block 145, Eureka Iron and Steel Works Subdivision, as recorded in Liber 16, Page 14 of Plats, Wayne County Records.

Commonly known as 606-607-608 Chestnut, Wyandotte, MI 48192
Tax ID# 57-015-07-0010-002


together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of \$1.00. Exempt pursuant to MCLA 207.505 Sec. 5(a) and MCLA 207.526 Sec. 6(a).

Dated this 3 day of October, 20 13

Signed in the presence of:

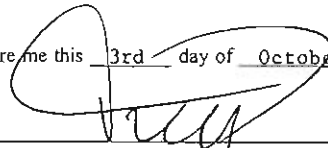

THOMAS A. KUZMIAK

Signed by:

 **COPY**
VALERIE L. BRODIE f/k/a VALERIE L. SALESKI

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 3rd day of October, 20 13 by
Valerie L. Brodie, f/k/a Valerie L. Saleski.


Notary Public, THOMAS A. KUZMIAK
Wayne County, Michigan
Acting in Wayne County, Michigan
My Commission Expires: 05/17/2020

When recorded return to: THOMAS A. KUZMIAK Attorney at Law 2222 Ford Avenue Wyandotte, MI 48192	Send subsequent tax bills to:	Drafted by: THOMAS A. KUZMIAK Attorney at Law 2222 Ford Avenue Wyandotte, MI 48192
---	-------------------------------	--

Recording Fee:

Revenue Stamps:

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 18, 2014

AGENDA ITEM #

10

ITEM: Purchase Agreement to sell City owned property known as former 1508 Sycamore

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 8-13-14

BACKGROUND: The former 1508 Sycamore was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home. Todd and Holly Hanna, are proposing to construct a two (2) story single family home consisting of approximately 2,000 square feet, 3 bedrooms, 3 baths, full basement and attached garage. The first floor exterior to be brick and the second floor exterior of the home will be vinyl siding.

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: Adopt a resolution concurring with recommendation

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

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Supports*

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal.

MAYOR'S RECOMMENDATION: *OK JP*

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

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

William R. Look
Steven R. Makowski

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

Richard W. Look
(1912-1993)

PURCHASE AGREEMENT

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

Wyandotte, Wayne County, Michigan, described as follows:
Lois 240, 241 and Lot 242 except the west 20 feet, The Steel Plant Subdivision, as recorded in Liber 18 Page 53 of Plats WCR
being known as the Former 1508 Sycamore (now known as 1510 Sycamore) Street, and to pay therefore the sum of Ten
Thousand Dollars & 00/100 (\$10,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning
ordinances, if any, upon the following conditions;

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

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of <u>\$10,000.00 plus closing costs to be determined at closing</u> shall be paid by a Promissory Note to the Seller when the above described property is sold, refinanced, foreclosed, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property. Purchaser is responsible to pay for the recording costs of the mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. See Paragraph 13 for terms of mortgage.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close.
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: _____
Possession	If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The Broker is hereby authorized to make this offer and the deposit of <u>N/A</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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 the City Engineer, 3200 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: See Addendum for additional Paragraphs 12 through 20 and Signatures

IN PRESENCE OF:

Purchaser L. S.

Purchaser L. S.

Address _____

Dated _____ Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____ Broker

Phone _____ By: _____

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

Seller L. S.

Seller L. S.

Address 3131 Biddle Avenue, Wyandotte

Dated: _____ Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____
Purchaser L. S.

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

This Agreement is contingent upon the following:

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

Todd Hanna

Holly Hanna

Todd Hanna
Purchaser

Holly Hanna
Purchaser

Dated: 8-6-14

CITY OF WYANDOTTE, Seller

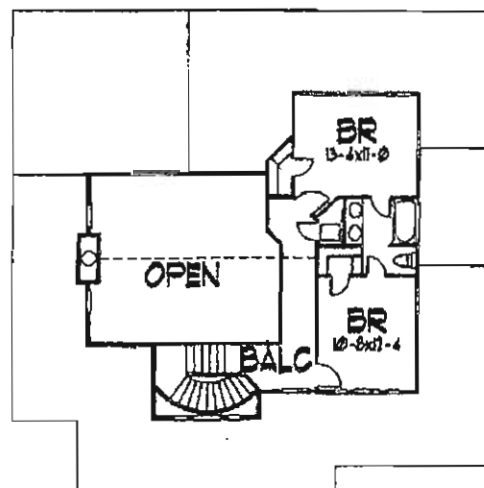
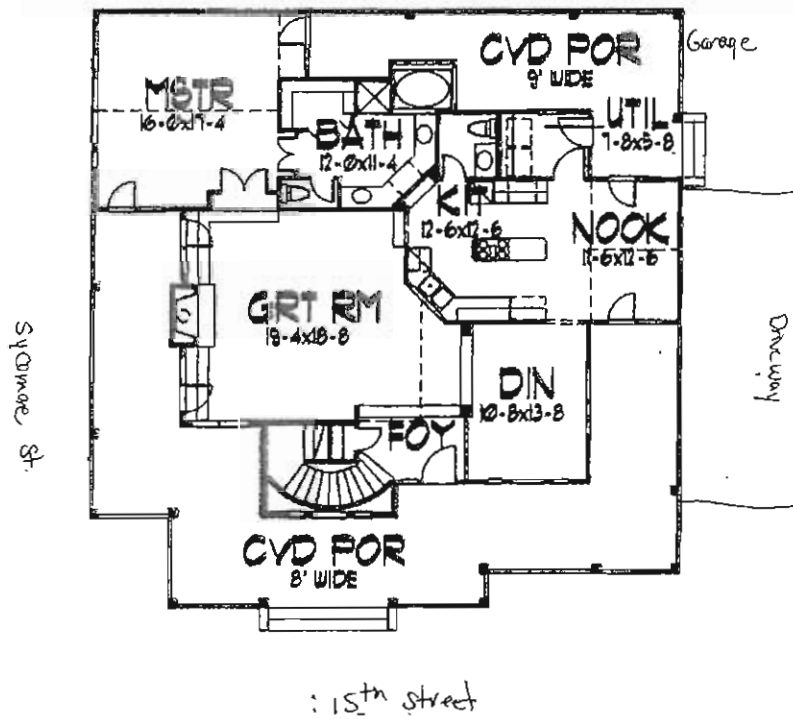
Joseph R. Peterson, Mayor

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

Dated: _____

Legal Department Approval: _____

Attachment A





**SPECIFICATION FOR ACQUISITION OF
VACANT PARCELS
FOR THE CONSTRUCTION OF A
NEW SINGLE FAMILY HOME
ON PROPERTY OWNED BY
THE CITY OF WYANDOTTE**

Department of Engineering and Building
City of Wyandotte, Michigan

Mark A. Kowalewski,
City Engineer

INSTRUCTIONS AND CONDITIONS

Delivery

Proposals with deposits shall be delivered to the City Engineer at Wyandotte City Hall, 3200 Biddle Avenue, Michigan, 48192 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Separate Proposals

A separate proposal must be submitted for each parcel. Proposals will become the property of the City of Wyandotte.

Expeditious Agreement

The maker of the best proposal, as recommended by the Committee, shall expeditiously enter into a purchase agreement, subject to the terms set forth in these Specifications for submission to the City Council.

Terms of Sale

These lots are available for \$10,000. The City is discouraging any bids under \$10,000. The City offers terms for the sale of these lots which are as follows:

1. \$10,000 Cash plus all closing costs due at time of closing.
2. \$5,000 due at closing and \$5,000 plus closing cost (ie title commitment, recording fee, mapping fees) as a no interest fee lien on the property payable upon the next sale or if the property is remortgaged or transferred in any manner.
3. **\$10,000 placed as no interest fee lien on the property which also includes closing costs (ie title commitment, recording fee, mapping fees). This lien will be forgivable if the purchaser(s) occupy the property as their primary residences for ten (10) years. Note: the City will not subordinate this lien.**

Further, a reduction of the purchase price of \$2,000 is available if the purchaser agrees to install energy saving systems such as solar systems capable of supplying 1 kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and providing hot water.

As Is Condition

This property is being sold, in an "as is" condition without expressed or implied warranty. The City of Wyandotte assumes no responsibility for the environmental conditions of the properties.

Prospective purchaser understand that, whether buildings were removed or not, the City of Wyandotte accepts no responsibility for underground conditions in cases where there were previous structures, with or without a basement.

Title Insurance

The City of Wyandotte will furnish a warranty deed. Title insurance must be obtained at the **purchaser's expense**. The City will provide its policy, if available, to the successful proposal maker as credit on a new policy.

Taxes and Prorated Items

All taxes and assessments which have become a lien upon the land as of the date of the Purchase Agreement shall be paid by the City as Seller. Current taxes, if any, INCLUDING CURRENT TAXES ON HOMES ALREADY DEMOLISHED, shall be prorated and adjusted as of the date of closing in accordance with the "Due Date" basis of the taxing unit in which the property is located.

Neighborhood Enterprise Zones (NEZ)

Properties which are located in an NEZ are eligible to receive a twelve (12) year tax abatement, which will reduce the taxes paid by homeowners. Proposals will be accepted by Developers and/or Builders and/or Owner Occupied Persons. The City may show preference towards an owner occupant's proposal depending on the quality of the proposal received. Example of the tax saving is as follows:

Home valued at \$200,000 **without** the tax abatement using 2006 Homestead Tax Rate:
Taxable Value for land and house \$100,000 x 48 mills = \$4,800.00

Home valued at \$200,000 **with** the tax abatement using 2006 Homestead Tax Rate:
Taxable Value for land \$10,000 x 48 mills = \$480.00
Taxable Value for home \$90,000 x 16.86 mills = \$1,500.00
This is a yearly savings of \$2,820.00

CONTACT THE ENGINEERING DEPARTMENT TO SEE IF LOT IS ELIGIBLE FOR THIS TAX INCENTIVE.

Closing Fee

Purchaser is responsible for the payment of the TWO HUNDRED (\$200.00) DOLLAR closing fee. The closing fee will be paid at time of closing.

Subdivision Precluded

The properties are being offered as one single parcel each and shall not be subdivided.

Dirt Removal

Said Agreement will provide that dirt shall be removed from the site at Purchaser's expense.

Subject to Easement

The City will require the granting of a five (5) foot easement as part of the condition of sale. This Easement will be for future underground access for decorative 14' LED Lamp Post fixtures.

Building Permit Prior to Closing

The Purchase Agreement will require that a building permit be obtained prior to closing. Permits will only be issued to licensed residential builders.

Exception - A homeowner who meets the following requirements: A bona fide owner of a single family residence which is or will be on completion, for a minimum of two (2) years his or her place of residence, and no part of which is used for rental or commercial purposes, nor is contemplated for such purpose, may do his or her own work, providing he or she applies for and secures a permit, pays the fee, does the work himself or herself in accordance with the provisions hereof, applies for inspections and receives approval of the work by the code official. Failure to comply with these requirements will subject the owner's permit to cancellation. Owners building their own homes, will be required to sign an affidavit that they understand and agree to these conditions. Any violation of the two (2) year occupancy requirement will result in prosecution by the City.

Purchaser will have 120 days to obtain a building permit from the date of the Agreement. One (1) thirty (30) day extension may be granted by the City Engineer if there is a good reason.

Timely Development

Purchaser agrees to undertake development for the construction of a Single Family Dwelling no later than six (6) months from the date of the closing. Purchaser's failure to undertake development results in the City's right to repurchase the property at 80% of the purchase price as evidenced and enforced by a recordable document.

Guideline Price Not Binding

These lots are available for \$10,000. The City is discouraging any bids under \$10,000. The City offers terms for the sale of these lots which are as follows:

1. \$10,000 Cash plus all closing costs due at time of closing.
2. \$5,000 due at closing and \$5,000 plus closing cost (ie title commitment, recording fee, mapping fees) as a no interest fee lien on the property payable upon the next sale or if the property is remortgaged or transferred in any manner.
3. **\$10,000 placed as no interest fee lien on the property which also includes closing costs (ie title commitment, recording fee, mapping fees). This lien will be forgivable if the purchaser(s) occupy the property as their primary residences for ten (10) years. Note: the City will not subordinate this lien.**

Further, a reduction of the purchase price of \$2,000 is available if the purchaser agrees to install energy saving systems such as solar systems capable of supplying 1 kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water.

Reservation

The City reserves the right to reject any or all proposals and the right to waive any formal defects in proposals when deemed in the best interest of the City.

REQUIREMENTS

Sales Price

The proposed price must be written in both words and numerals. These lots are offered for \$10,000 per buildable lot. The following are the options available for purchase:

1. \$10,000 Cash plus all closing costs due at time of closing.
2. \$5,000 due at closing and \$5,000 plus closing cost (ie title commitment, recording fee, mapping fees) as a no interest fee lien on the property payable upon the next sale or if the property is remortgaged or transferred in any manner.
3. **\$10,000 placed as no interest fee lien on the property which also includes closing costs (ie title commitment, recording fee, mapping fees). This lien will be forgivable if the purchaser(s) occupy the property as their primary residences for ten (10) years. Note: the City will not subordinate this lien.**

Further, a reduction of the purchase price of \$2,000 is available if the purchaser agrees to install energy saving systems such as solar systems capable of supplying 1 kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water.

Disclosure and Anti-Collusion

Proposal makers must complete the sworn affidavit included in this RFP, listing all persons, firms or corporations having any interest in the Agreement that would result from acceptance of the proposal, and stating whether any member of the City Council, or Officer, or Employee of the City is directly interested in said proposal.

Deposit

The proposal maker must accompany the proposal with a deposit in the form of a cashier's check, bank money order, or certified check payable to the City of Wyandotte for ten (10%) percent of the amount offered for the parcel. This earnest money deposit shall be applied to the purchase price at the time of closing.

In order to protect the integrity of this solicitation and review process, deposits may be forfeited in cases where acceptable proposals are withdrawn prior to execution of any Agreement. All other deposits shall be returned at the direction of the City Council.

Once the City determines to enter into an Agreement and the proposal maker fails to consummate the sale, the Deposit will be forfeited to the City of Wyandotte.

Evaluation

In order to best serve the City's interest, proposals will be evaluated for: highest and best use of the property; quality of development as measured by meeting or exceeding the suggested minimum features; and the demonstrated experience, qualifications, and readiness of the prospective purchaser. The highest dollar amount does not necessarily determine the best proposal.

Equalization Factor

Any current Wyandotte Resident submitting a proposal on lots included in these specifications will receive a five (5%) percent Equalization Factor Credit on their proposal price for the property should their proposal be considered equivalent in quality to the high dollar bid proposal.

Equivalent in quality shall mean similar size square footage, exterior, amenities, such as but not limited to; fireplaces, tile floors, bay windows, counter tops, bedrooms, bathrooms, fixtures, etc.

Proof of residency will be required upon request.

BUILDING REQUIREMENTS

Harmony with Adjoining Residential Properties

Proposed building should respect the existing character of the immediate neighborhood. McKinley Neighbors United Picture Portfolio applies on lots located in the Neighborhood Enterprise Zone (NEZ) located between Eureka and Grove. This Portfolio is for reference only. The City does not have any of these plans available.

Building Features

Proposals must be attached to Signature Sheet and describe the proposed new single family dwelling by specifying the following features:

- a. Number of stories.
- b. Estimated amount of square feet.
- c. Provisions for a garage. *GARAGES PLACED IN FRONT OF THE LIVING QUARTERS, BECOMING THE PREDOMINANT FEATURE (more than 3 feet) IN THE FRONT YARD ARE UNDESIRABLE.*
- d. Number of bathrooms.
- e. Provisions for underground utilities. Contact Wyandotte Municipal Service and Ameritech for information.
- f. Other desirable architectural features such as covered porches, extended soffits, picture windows, bay windows, doorwalls, fireplaces, vaulted ceilings.
- g. Trim on house (vinyl, aluminum or painted wood).
- h. Decks or patios

Suggested Minimum Features

One Story Building Minimum Features:

- a. Consist of a minimum of 1,200 square feet of living area. This does not include basement or garage square footage.
- b. Full brick exterior. (Vinyl or aluminum would be considered as an alternative depending on the neighborhood)
- c. Full basement.
- d. All utilities underground (Electric, Cable and Telephone).

Two Story Building Minimum Features:

- a. Consist of a minimum of 1,500 square feet of living area. This does not include basement or garage square footage.
- b. Brick exterior on the entire first floor. (Vinyl or aluminum would be considered as an alternative depending on the neighborhood)
- c. Full Basement.
- d. All utilities underground (Electric, Cable and Telephone).

Corner Lots:

- a. Wrap around porches

BUILDING REQUIREMENTS

Required Feature

1. All basements shall have backflow prevention system, which shall include back water valves and sump pump.
2. All basements shall comply with Section R310 – Emergency Escape and Rescue Openings in accordance with the 2003 Michigan Residential Code. Also a cover over the opening will be required in accordance with Section R310.4 - Bars, grills, covers and screens of the 2003 Michigan Residential Code.

Standards

Purchaser understands that development of the property is subject to all the current codes and ordinances of the City of Wyandotte applicable for construction and use, such as the following:

Maximum Height:	Two (2) stories or thirty (30) feet.
Maximum Lot Coverage:	All structures can only cover thirty-five (35%) percent of property.
Yard Requirements:	Front: Minimum of twenty (20) feet. Side: Minimum of four (4) feet, except corner lots require minimum of five (5) feet on side abutting street. Total Side: Twelve (12) feet. Rear: Minimum of twenty-five (25) feet.

NOTE: Submittals which exceed these minimums requirements should be clearly stated on the proposal. More specific information of the proposed project will aid the Land Sale Committee in making its recommendation for acceptance to the Mayor and City Council.

The City reserves the right to reject any proposal wherein the square footage of the house does not meeting with the character of the neighborhood or size of the lot.

ATL 8.0

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: August 18, 2014

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 1201 Chestnut is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 1508 Sycamore to Todd and Holly Hanna for the amount of \$10,000.00; AND

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

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 1508 Sycamore, between Todd and Holly Hanna and the City of Wyandotte for \$10,000 as presented to Council on August 18, 2014.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 11, 2014

AGENDA ITEM # 11

ITEM: DEMOLITIONS BIDS for 239 & 230 Bondie Street

PRESENTER: Mark Kowalewski – City Engineer

Mark Kowalewski 8-6-14

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND: Council directed the demolition of 239 and 230 Bondie Street after a show cause hearing on January 13, 2014. (Attached).

Bids were received on August 5, 2014, and Pro Excavation was determined to be the most qualified bid. See attached bids.

STRATEGIC PLAN/GOALS: Fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer selecting Pro Excavation as the contractor of record.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work form Account No. 492-000-041-000.

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to Pro Excavation directing them to begin demolition.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

S. Dugdale

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

OK [Signature]

LIST OF ATTACHMENTS: Council Resolutions from July 21, 2014; Summary of bids for demolition.

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



COUNCIL

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

July 22, 2014

JOSEPH PETERSON
MAYOR

RESOLUTION

Mark A. Kowalewski
City Engineer
3200 Biddle Avenue
Wyandotte, Michigan 48192
By Councilman Lawrence S. Stec
Supported by Councilwoman Sheri M. Fricke


RESOLVED by the City Council that WHEREAS a hearing was held on the 21st 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 Engineer'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.

YEAS: Councilmembers Fricke Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, Maria Johnson, Deputy City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on July 21, 2014.


Maria Johnson
Deputy City Clerk

CC: City Assessor, All interested parties

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



COUNCIL

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

July 22, 2014

JOSEPH PETERSON
MAYOR

RESOLUTION

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

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


RESOLVED by the City Council that WHEREAS a hearing was held on the 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 recommendations 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 FURTHER 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.

YEAS: Councilmembers Fricke Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, Maria Johnson, Deputy City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on July 21, 2014.


Maria Johnson
Deputy City Clerk

CC: City Assessor, All interested parties; Kevin P. Hammons, Trott & Trott, 31440
Northwestern Hwy Suite # 200; Farmington Hills, MI. 48334

	239 Bondie	230 Bondie
Pro Excavation	\$6,000	\$6,000
21st Century	\$6,300	\$7,200
Homrich	\$13,000	\$14,000

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: August 11, 2014

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the City Engineer in the following resolution.

A Resolution authorizing the acceptance of Pro Excavation's bid of \$6,000 for the demolition of 239 Bondie Street and 230 Bondie Street for \$6,000 from account 492-200-850-519. The cost will be assessed against 239 Bondie and 230 Bondie Street; AND

BE IT FUTHER RESOLVED that the parties of interest shall be forwarded a copy of this resolution by the City Clerk.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 11, 2014

AGENDA ITEM #

12

ITEM: Purchase Additional 96 Gallon Toters

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 8-6-14

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: *Approved*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *OK*

LIST OF ATTACHMENTS: None

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: August 11, 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	_____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 18, 2014

AGENDA ITEM #

13

ITEM: Purchase Agreement to sell City owned property known as former 1201 Chestnut

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 8-13-14

BACKGROUND: The former 1201 Chestnut was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home. Stephanie and Heath Mooney, are proposing to construct a two (2) story single family home consisting of approximately 2,500 square feet, 3 bedrooms, 2.5 baths, full basement and attached garage. The exterior of the home will be vinyl siding.

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: Adopt a resolution concurring with recommendation

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

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shydel*

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal.

MAYOR'S RECOMMENDATION: *OK [Signature]*

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

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

William R. Look
Steven R. Makowski

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

Richard W. Look
(1912-1993)

PURCHASE AGREEMENT

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

Wyandotte Wayne County, Michigan, described as follows:
Lot 7 Block 338 Hurst and Post's Subdivision as recorded in Liber 1 Page 298 of Plats WCR being known as the Former 1201
Chestnut Street, and to pay therefore the sum of Ten Thousand Dollars & 00/100 (\$10,000.00) Dollars, subject to the existing
building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY
PROMISSORY NOTE/MORTGAGE SALE

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of \$10,000.00 plus closing costs to be determined at closing shall be paid by a Promissory Note to the Seller when the above described property is sold, refinanced, foreclosed, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property. Purchaser is responsible to pay for the recording costs of the mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. See Paragraph 13 for terms of mortgage.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close.
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>n/a</u>
Possession	If the Seller occupies the property, it shall be vacated on or before <u>n/a</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>n/a</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>n/a</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.
Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The Broker is hereby authorized to make this offer and the deposit of <u>N/A</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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 the City Engineer, 3200 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: See Addendum for additional Paragraphs 12 through 20 and Signatures

IN PRESENCE OF:

Purchaser L. S.

Purchaser L. S.

Address _____
Dated _____ Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

Seller L. S.

Seller L. S.

Address 3200 Biddle Avenue, Wyandotte
Dated _____ Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

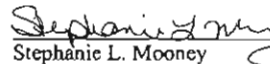
The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

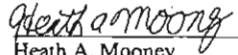
Dated _____ L. S.
Purchaser

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

This Agreement is contingent upon the following:

12. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of a single family home, consisting the following features:
 - Approximately 2,500 square feet with 3 bedrooms, 2.5 baths 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.
 - Exterior to be vinyl siding.
 - Attached garage.
 - Home must meet all current zoning requirements.
13. The Purchasers will be purchasing this property for \$10,000 which will be placed as a mortgage on the property payable if the property is sold or transferred in any manner within ten (10) years of the date of closing date. Should the property sell or is transferred in any manner before the ten (10) years have expired the entire purchase price plus all closing cost will be due immediately upon sale or transfer to the City of Wyandotte. The mortgage will be executed at time of closing.
14. If plans and unit installed with energy savings systems such as solar systems capable of supplying 1kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water then the City will reduce the balance of the promissory note by \$2,000.
15. This Agreement is further contingent upon the Purchaser undertaking development within six (6) months from time of closing and complete construction within eighteen (18). "Undertaking development" is defined as: the commencement of the building construction. Failure to undertake development or complete construction will results in Seller's right to repurchase property including any improvements for one (\$1.00) dollar. A Deed Restriction will be placed on the property which will include this contingency.
16. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
17. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee. These charges will be including into the mortgage.
18. Dirt shall be removed from the site at the Purchaser's expense.
19. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
20. This Agreement is subject to the approval of the Wyandotte City Council.


Stephanie L. Mooney Purchaser


Heath A. Mooney Purchaser
24685 Hopkins Street
Dearborn Heights, Michigan 48125

Dated: 8-8-14

CITY OF WYANDOTTE, Seller

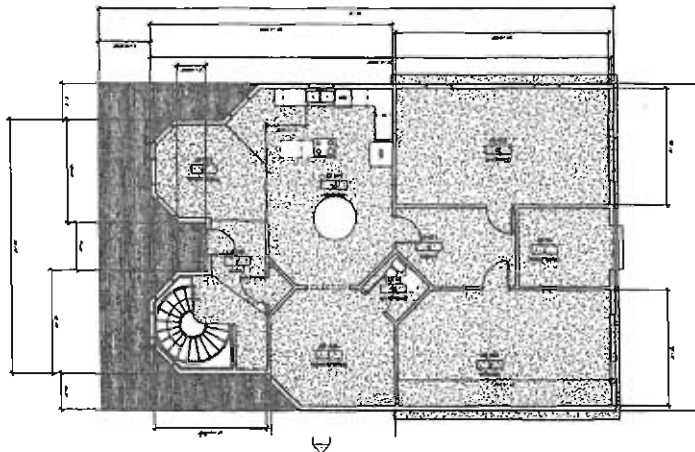
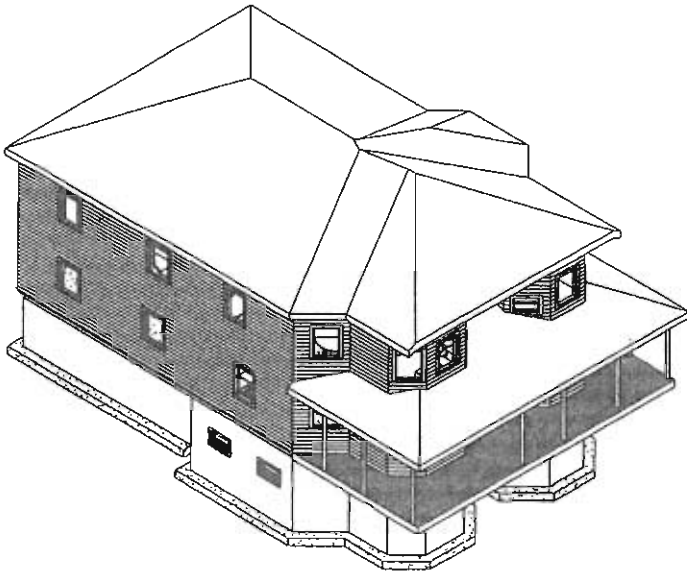
Joseph R. Peterson, Mayor

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

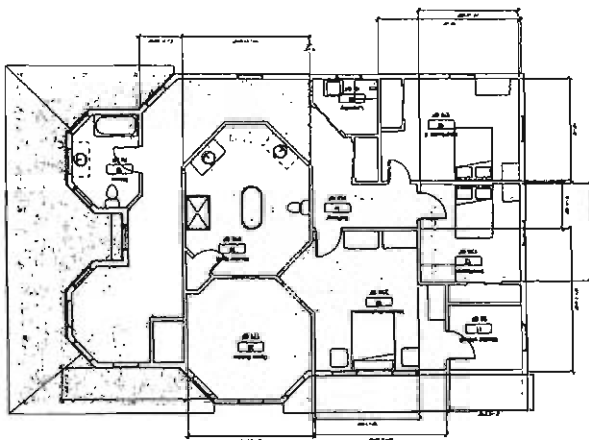
Dated: _____

Legal Department Approval _____

ATTACHMENT A



Main Floor



2nd Floor

We propose to build a 2-story single family home, containing approximately 2,500 sq. ft. of living space. The house will include a basement, as well as garage space for 2 vehicles, located at the rear of the house. The floor plan includes 3 bedrooms and 2.5 bathrooms. The plan also includes a wraparound porch, 2-story Great Room, and Victorian-inspired architecture. In keeping with the surrounding neighborhood, the house will feature vinyl siding.

Planned setbacks are as follows: 25 foot front setback, 5 foot setback on side adjacent to 12th Street, 7 foot setback from neighboring property.

Construction will utilize 2x6 wall studs, as well as Insulating concrete forms (ICFs) for the foundation to increase the energy efficiency of the home. Ridge and soffit vents will offer a more aesthetically-pleasing roofline.

Build a **FUTURE**
in *Wyandotte*

**SPECIFICATION FOR ACQUISITION OF
VACANT PARCELS
FOR THE CONSTRUCTION OF A
NEW SINGLE FAMILY HOME
ON PROPERTY OWNED BY
THE CITY OF WYANDOTTE**

Department of Engineering and Building
City of Wyandotte, Michigan

Mark A. Kowalewski,
City Engineer

INSTRUCTIONS AND CONDITIONS

Delivery

Proposals with deposits shall be delivered to the City Engineer at Wyandotte City Hall, 3200 Biddle Avenue, Michigan, 48192 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Separate Proposals

A separate proposal must be submitted for each parcel. Proposals will become the property of the City of Wyandotte.

Expeditious Agreement

The maker of the best proposal, as recommend by the Committee, shall expeditiously enter into a purchase agreement, subject to the terms set forth in these Specification for submission to the City Council.

Terms of Sale

These lots are available for \$10,000. The City is discouraging any bids under \$10,000. The City offers terms for the sale of these lots which are as follows:

1. \$10,000 Cash plus all closing costs due at time of closing.
2. \$5,000 due at closing and \$5,000 plus closing cost (ie title commitment, recording fee, mapping fees) as a no interest fee lien on the property payable upon the next sale or if the property is remortgaged or transferred in any manner.
3. **\$10,000 placed as no interest fee lien on the property which also includes closing costs (ie title commitment, recording fee, mapping fees). This lien will be forgivable if the purchaser(s) occupy the property as their primary residences for ten (10) years. Note: the City will not subordinate this lien.**

Further, a reduction of the purchase price of \$2,000 is available if the purchaser agrees to install energy saving systems such as solar systems capable of supplying 1 kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water.

As Is Condition

This property is being sold, in an "as is" condition without expressed or implied warranty. The City of Wyandotte assumes no responsibility for the environmental conditions of the properties.

Prospective purchaser understand that, whether buildings were removed or not, the City of Wyandotte accepts no responsibility for underground conditions in cases where there were previous structures, with or without a basement.

Title Insurance

The City of Wyandotte will furnish a warranty deed. Title insurance must be obtained at the **purchaser's expense**. The City will provide its policy, if available, to the successful proposal maker as credit on a new policy.

Taxes and Prorated Items

All taxes and assessments which have become a lien upon the land as of the date of the Purchase Agreement shall be paid by the City as Seller. Current taxes, if any, INCLUDING CURRENT TAXES ON HOMES ALREADY DEMOLISHED, shall be prorated and adjusted as of the date of closing in accordance with the "Due Date" basis of the taxing unit in which the property is located.

Neighborhood Enterprise Zones (NEZ)

Properties which are located in an NEZ are eligible to receive a twelve (12) year tax abatement, which will reduce the taxes paid by homeowners. Proposals will be accepted by Developers and/or Builders and/or Owner Occupied Persons. The City may show preference towards an owner occupant's proposal depending on the quality of the proposal received. Example of the tax saving is as follows:

Home valued at \$200,000 **without** the tax abatement using 2006 Homestead Tax Rate:
Taxable Value for land and house \$100,000 x 48 mills = \$4,800.00

Home valued at \$200,000 **with** the tax abatement using 2006 Homestead Tax Rate:
Taxable Value for land \$10,000 x 48 mills = \$480.00
Taxable Value for home \$90,000 x 16.86 mills = \$1,500.00
This is a yearly savings of \$2,820.00

CONTACT THE ENGINEERING DEPARTMENT TO SEE IF LOT IS ELIGIBLE FOR THIS TAX INCENTIVE.

Closing Fee

Purchaser is responsible for the payment of the TWO HUNDRED (\$200.00) DOLLAR closing fee. The closing fee will be paid at time of closing.

Subdivision Precluded

The properties are being offered as one single parcel each and shall not be subdivided.

Dirt Removal

Said Agreement will provide that dirt shall be removed from the site at Purchaser's expense.

Subject to Easement

The City will require the granting of a five (5) foot easement as part of the condition of sale. This Easement will be for future underground access for decorative 14' LED Lamp Post fixtures.

Building Permit Prior to Closing

The Purchase Agreement will require that a building permit be obtained prior to closing. Permits will only be issued to licensed residential builders.

Exception - A homeowner who meets the following requirements: A bona fide owner of a single family residence which is or will be on completion, for a minimum of two (2) years his or her place of residence, and no part of which is used for rental or commercial purposes, nor is contemplated for such purpose, may do his or her own work, providing he or she applies for and secures a permit, pays the fee, does the work himself or herself in accordance with the provisions hereof, applies for inspections and receives approval of the work by the code official. Failure to comply with these requirements will subject the owner's permit to cancellation. Owners building their own homes, will be required to sign an affidavit that they understand and agree to these conditions. Any violation of the two (2) year occupancy requirement will result in prosecution by the City.

Purchaser will have 120 days to obtain a building permit from the date of the Agreement. One (1) thirty (30) day extension may be granted by the City Engineer if there is a good reason.

Timely Development

Purchaser agrees to undertake development for the construction of a Single Family Dwelling no later than six (6) months from the date of the closing. Purchaser's failure to undertake development results in the City's right to repurchase the property at 80% of the purchase price as evidenced and enforced by a recordable document.

Guideline Price Not Binding

These lots are available for \$10,000. The City is discouraging any bids under \$10,000. The City offers terms for the sale of these lots which are as follows:

1. \$10,000 Cash plus all closing costs due at time of closing.
2. \$5,000 due at closing and \$5,000 plus closing cost (ie title commitment, recording fee, mapping fees) as a no interest fee lien on the property payable upon the next sale or if the property is remortgaged or transferred in any manner.
3. **\$10,000 placed as no interest fee lien on the property which also includes closing costs (ie title commitment, recording fee, mapping fees). This lien will be forgivable if the purchaser(s) occupy the property as their primary residences for ten (10) years. Note: the City will not subordinate this lien.**

Further, a reduction of the purchase price of \$2,000 is available if the purchaser agrees to install energy saving systems such as solar systems capable of supplying 1 kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water.

Reservation

The City reserves the right to reject any or all proposals and the right to waive any formal defects in proposals when deemed in the best interest of the City.

REQUIREMENTS

Sales Price

The proposed price must be written in both words and numerals. These lots are offered for \$10,000 per buildable lot. The following are the options available for purchase:

1. \$10,000 Cash plus all closing costs due at time of closing.
2. \$5,000 due at closing and \$5,000 plus closing cost (ie title commitment, recording fee, mapping fees) as a no interest fee lien on the property payable upon the next sale or if the property is remortgaged or transferred in any manner.
3. **\$10,000 placed as no interest fee lien on the property which also includes closing costs (ie title commitment, recording fee, mapping fees). This lien will be forgivable if the purchaser(s) occupy the property as their primary residences for ten (10) years. Note: the City will not subordinate this lien.**

Further, a reduction of the purchase price of \$2,000 is available if the purchaser agrees to install energy saving systems such as solar systems capable of supplying 1 kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water.

Disclosure and Anti-Collusion

Proposal makers must complete the sworn affidavit included in this RFP, listing all persons, firms or corporations having any interest in the Agreement that would result from acceptance of the proposal, and stating whether any member of the City Council, or Officer, or Employee of the City is directly interested in said proposal.

Deposit

The proposal maker must accompany the proposal with a deposit in the form of a cashier's check, bank money order, or certified check payable to the City of Wyandotte for ten (10%) percent of the amount offered for the parcel. This earnest money deposit shall be applied to the purchase price at the time of closing.

In order to protect the integrity of this solicitation and review process, deposits may be forfeited in cases where acceptable proposals are withdrawn prior to execution of any Agreement. All other deposits shall be returned at the direction of the City Council.

Once the City determines to enter into an Agreement and the proposal maker fails to consummate the sale, the Deposit will be forfeited to the City of Wyandotte.

Evaluation

In order to best serve the City's interest, proposals will be evaluated for: highest and best use of the property; quality of development as measured by meeting or exceeding the suggested minimum features; and the demonstrated experience, qualifications, and readiness of the prospective purchaser. The highest dollar amount does not necessarily determine the best proposal.

Equalization Factor

Any current Wyandotte Resident submitting a proposal on lots included in these specifications will receive a five (5%) percent Equalization Factor Credit on their proposal price for the property should their proposal be considered equivalent in quality to the high dollar bid proposal.

Equivalent in quality shall mean similar size square footage, exterior, amenities, such as but not limited to; fireplaces, tile floors, bay windows, counter tops, bedrooms, bathrooms, fixtures, etc.

Proof of residency will be required upon request.

BUILDING REQUIREMENTS

Harmony with Adjoining Residential Properties

Proposed building should respect the existing character of the immediate neighborhood. McKinley Neighbors United Picture Portfolio applies on lots located in the Neighborhood Enterprise Zone (NEZ) located between Eureka and Grove. This Portfolio is for reference only. The City does not have any of these plans available.

Building Features

Proposals must be attached to Signature Sheet and describe the proposed new single family dwelling by specifying the following features:

- a. Number of stories.
- b. Estimated amount of square feet.
- c. Provisions for a garage. *GARAGES PLACED IN FRONT OF THE LIVING QUARTERS, BECOMING THE PREDOMINANT FEATURE (more than 3 feet) IN THE FRONT YARD ARE UNDESIRABLE.*
- d. Number of bathrooms.
- e. Provisions for underground utilities. Contact Wyandotte Municipal Service and Ameritech for information.
- f. Other desirable architectural features such as covered porches, extended soffits, picture windows, bay windows, doorwalls, fireplaces, vaulted ceilings.
- g. Trim on house (vinyl, aluminum or painted wood).
- h. Decks or patios

Suggested Minimum Features

One Story Building Minimum Features:

- a. Consist of a minimum of 1,200 square feet of living area. This does not include basement or garage square footage.
- b. Full brick exterior. (Vinyl or aluminum would be considered as an alternative depending on the neighborhood)
- c. Full basement.
- d. All utilities underground (Electric, Cable and Telephone).

Two Story Building Minimum Features:

- a. Consist of a minimum of 1,500 square feet of living area. This does not include basement or garage square footage.
- b. Brick exterior on the entire first floor. (Vinyl or aluminum would be considered as an alternative depending on the neighborhood)
- c. Full Basement.
- d. All utilities underground (Electric, Cable and Telephone).

Corner Lots:

- a. Wrap around porches

BUILDING REQUIREMENTS

Required Feature

1. All basements shall have backflow prevention system, which shall include back water valves and sump pump.
2. All basements shall comply with Section R310 – Emergency Escape and Rescue Openings in accordance with the 2003 Michigan Residential Code. Also a cover over the opening will be required in accordance with Section R310.4 - Bars, grills, covers and screens of the 2003 Michigan Residential Code.

Standards

Purchaser understands that development of the property is subject to all the current codes and ordinances of the City of Wyandotte applicable for construction and use, such as the following:

Maximum Height:	Two (2) stories or thirty (30) feet.
Maximum Lot Coverage:	All structures can only cover thirty-five (35%) percent of property.
Yard Requirements:	Front: Minimum of twenty (20) feet. Side: Minimum of four (4) feet, except corner lots require minimum of five (5) feet on side abutting street. Total Side: Twelve (12) feet. Rear: Minimum of twenty-five (25) feet.

NOTE: Submittals which exceed these minimums requirements should be clearly stated on the proposal. More specific information of the proposed project will aid the Land Sale Committee in making its recommendation for acceptance to the Mayor and City Council.

The City reserves the right to reject any proposal wherein the square footage of the house does not meeting with the character of the neighborhood or size of the lot.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: August 18, 2014

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 1201 Chestnut is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 1201 Chestnut to Stephanie and Heath Mooney for the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchasers Stephanie and Heath Mooney do not undertaking development within six (6) months from time of closing and complete construction within eighteen (18) months. "Undertaking development" is defined as: the commencement of the building construction. Failure to undertake development or complete construction will results in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A Deed Restriction will be placed on the property which will include this contingency; NOW THEREFORE,

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 1201 Chestnut, between Stephanie and Heath Mooney and the City of Wyandotte for \$10,000 as presented to Council on August 18, 2014.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____


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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 18, 2014

AGENDA ITEM # 

ITEM: Commercial Facilities Exemption Certificate – Schedule Public Hearing for
3233 Biddle Avenue

PRESENTER: Todd A. Drysdale, City Administrator 

INDIVIDUALS IN ATTENDANCE:

BACKGROUND:

Attached is the application of Alvin's Properties LLC for a Commercial Facilities Exemption Certificate ("Certificate") for a "replacement project" for the property at 3233 Biddle Avenue. The Council previously approved establishing Commercial Redevelopment District No. 14 on June 23, 2014.

In accordance with the Commercial Redevelopment Act, Public Act 255 of 1978, before acting upon the application, a public hearing must be held on the application and public notice given to the applicant, the assessor, a representative of the affected taxing jurisdictions, and the general public.

If the Certificate is approved, a tax known as the Commercial Facilities Tax would be levied upon the building for 1-12 years after the completion of construction, with the actual duration to be determined by the City Council. To summarize, the Certificate encourages the replacement, restoration and new construction of commercial property by abating property taxes. For a replacement project, the Commercial Facilities Tax provides a 50 percent reduction in the number of mills levied as ad valorem taxes on the entire project, excluding only the State Education Tax (SET). In addition, the State Treasurer may exempt one-half of the SET for up to 6 years. The exemption would not apply to the taxable value of the land or personal property.

STRATEGIC PLAN/GOALS: This action is consistent with the Goals and Objectives identified in the City of Wyandotte's Strategic Plan 2010-2015 that identifies a commitment to: (1) downtown revitalization and an economic development strategy that emphasizes commercial expansion in the area; and (2) fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas.

ACTION REQUESTED: Approve the attached resolution authorizing the actions necessary to schedule a public hearing to consider the application for a Commercial Facilities Exemption Certificate as proposed.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

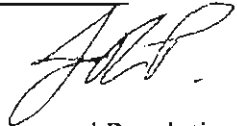
IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

1. Proposed Resolution
2. Application for a Commercial Facilities Exemption Certificate
3. Commercial Redevelopment Act – MEDC Summary
4. List of Commercial Redevelopment Districts and Exemption Certificates approved by the City

RESOLUTION SETTING A HEARING ON THE ISSUANCE OF A COMMERCIAL
FACILITIES EXEMPTION CERTIFICATE IN THE CITY OF WYANDOTTE

Wyandotte, Michigan

Dated: _____, 2014

RESOLUTION BY COUNCILPERSON _____

RESOLVED by the City Council that:

WHEREAS, Pursuant to the Commercial Redevelopment Act, Public Act 255 of 1978, as amended, the City of Wyandotte has established Commercial Redevelopment District No. 14 covering the property commonly known as 3233 Biddle Avenue; and

WHEREAS, Alvin's Properties LLC, the owner of said property located within said District, has submitted an application for a Commercial Facilities Exemption Certificate under provisions of said Act; and

WHEREAS, said Act provides that before action upon an application, the City Council shall afford the applicant, the Assessor and a representative of the affected taxing units an opportunity for a hearing.

NOW, THEREFORE BE IT RESOLVED:

1. That the application for an Exemption Certificate dated August 4, 2014, shall remain on file in the office of the City Clerk where it was received on August 5, 2014.
2. That the City Council shall meet in the City Council Chambers, Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, on September 8, 2014, at 7:00 p.m., Local Time, or as soon thereafter as may be heard, and shall provide the City Assessor, the applicant, a representative of each of the taxing units, and any other taxpayer or resident of the City of Wyandotte an opportunity to be heard on the question of said application for an Exemption Certificate with regards to operations within Wyandotte Commercial Redevelopment District No. 14.
3. That the City Clerk, in accordance with said Act, inform by regular mail, the City Assessor, the applicant, and the legislative body of each taxing unit which levies ad valorem taxes in the City of Wyandotte as follows:
 - a. That the City of Wyandotte has established Wyandotte Commercial Redevelopment District No. 14 and has now received and will consider an application for a Commercial Facilities Exemption Certificate within said District No. 14.
 - b. That the City Council shall meet on September 8, 2014, in the City Council Chambers, Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, at 7:00 p.m., Local Time, or as soon thereafter as may be heard to afford the City Assessor, the applicant, a representative of each taxing unit, and any other resident or taxpayer of the City an opportunity to be heard with regard to said application.

- c. That said application applies to building and land improvements with an estimated project cost of \$250,000 on the property commonly known as 3233 Biddle Avenue.
- d. Send notice via regular mail not less than 10 days or more than 30 days before the hearing date.
- e. That the City Clerk is hereby directed to publish notice one time in substantially the following form in the News Herald, Wyandotte Edition, not less than 10 days or more than 30 days before the hearing date:

CITY OF WYANDOTTE

NOTICE OF HEARING ON THE ISSUANCE OF A
COMMERCIAL FACILITIES EXEMPTION CERTIFICATE UNDER
ACT 255 OF THE PUBLIC ACTS
OF MICHIGAN, 1978, AS AMENDED

PLEASE TAKE NOTICE: That on the 8th day of September 2014, at 7:00 p.m., Local Time, a public hearing will be held in the City Council Chambers, Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, on the application of Alvin's Properties LLC, for the issuance of a Commercial Facilities Exemption Certificate under Act No. 255 of the Public Acts of Michigan, of 1978, as amended, for the purchase of building and land improvements at an estimated project cost of \$250,000 and located in Wyandotte Commercial Redevelopment District No. 14, 3233 Biddle Avenue.

Copies of all relevant documents have been deposited in the office of the City Clerk of the City of Wyandotte for public examination. Further information may be obtained by contacting the Wyandotte City Administrator at (734) 324-4566. Written comments submitted prior to or at the specified time and date of the hearing will also be considered and should be forwarded to the City Clerk at City Hall at the above referenced address.

WILLIAM R. GRIGGS, CITY CLERK
CITY OF WYANDOTTE, MICHIGAN

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	_____
	ABSENT	_____

WYANDOTTE CITY CLERK

STATE USE ONLY

Application Number	Date Received	LUCI Code
--------------------	---------------	-----------

2014 AUG - 5 P 3: 31
Application for Commercial Facilities Exemption Certificate

Issued under authority of Public Act 255 of 1978, as amended

Read the instructions page before completing the application. This application must be filed after a Commercial Redevelopment District is established. The original application and required documents are filed with the clerk of the Local Governmental Unit (LGU).

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)			
Applicant (Company) Name Alvin's Properties LLC		NAICS or SIC Code 722511	
Facility's Street Address 3233 Biddle Avenue	City Wyandotte	State MI	ZIP Code 48192
Name of City, Township or Village (taxing authority) Wyandotte	County Wayne County	School District Where Facility is Located Wyandotte (Code# 82170)	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village			
Date of Rehabilitation Commencement (mm/dd/yyyy) 08/01/2014		Planned Date of Rehabilitation Completion (mm/dd/yyyy) 06/30/2015	
Estimated Cost of Rehabilitation \$250,000		Number of Years Exemption Requested (1-12) 12	
Expected Project Outcomes (check all that apply)			
<input checked="" type="checkbox"/> Increase Commercial Activity <input type="checkbox"/> Retain Employment <input checked="" type="checkbox"/> Revitalize Urban Areas			
<input checked="" type="checkbox"/> Create Employment <input type="checkbox"/> Prevent Loss of Employment <input type="checkbox"/> Increase Number of Residents in Facility's Community			
No. of perm. jobs to be created due to facility's rehab. 10	No. of perm. jobs to be retained due to facility's rehab. 0	Number of construction jobs to be created during rehabilitation 7	

Each year, the State Treasurer may approve 25 additional reductions of half the state education tax for a period not to exceed six years.

☒ Check this box if you wish to be considered for this exclusion.

PART 2: APPLICATION DOCUMENTS

Prepare and attach the following items:


- | | |
|--|--|
| <input checked="" type="checkbox"/> General description of the facility (year built, original use, most recent use, number of stories, square footage) | <input checked="" type="checkbox"/> Descriptive list of the fixed building equipment that will be a part of the facility |
| <input checked="" type="checkbox"/> General description of the facility's proposed use | <input checked="" type="checkbox"/> Time schedule for undertaking and completing the facility's restoration, replacement or construction |
| <input checked="" type="checkbox"/> General description of the nature and extent of the restoration, replacement, or construction to be undertaken | <input checked="" type="checkbox"/> Statement of the economic advantages expected from receiving the exemption |
| <input checked="" type="checkbox"/> Legal description of the facility | |

PART 3: APPLICANT CERTIFICATION

Name of Authorized Company Officer (no authorized agents) Alvin R. Fritz	Telephone Number (734) 552-0700		
Fax Number (734) 946-6337	E-mail Address afritz@dolphinmfg.com		
Mailing Address 19095 Parke Lane	City Grosse Ile	State MI	ZIP Code 48138

I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 255 of 1978, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Facilities Exemption Certificate by the State Tax Commission.

I further certify that this application relates to a program, when completed, will constitute a facility, as defined by Public Act 255 of 1978, as amended.

Signature of Authorized Company Officer (no authorized agents) 	Title PRES.	Date 8-4-14
---	----------------	----------------

PART 4: LGU ASSESSOR CERTIFICATION			
Provide the Taxable Value and State Equalized Value of the Commercial Property.			
	Taxable Value (excluding land)	State Equalized Value (SEV) (excluding land)	
Building	\$60,500	\$60,500	
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Commercial Facilities Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Commercial Facilities Exemption that would also put the same property on the Commercial Facilities specific tax roll.			
<input checked="" type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Commercial Facilities Exemption specific tax roll and not on any other specific tax roll.			
Name of Assessor (first and last name) Thomas R. Woodruff		Telephone Number (734) 324-4510	
Fax Number (734) 324-4568		E-mail Address assessor@wyan.org	
Mailing Address 3200 Biddle Avenue, Suite 200		City Wyandotte	State MI
		ZIP Code 48192	
I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate.			
Assessor's Signature			Date
PART 5: LGU ACTION / CERTIFICATION (LGU Clerk must complete Part 5)			
Action Taken By LGU:			
<input type="checkbox"/> Exemption approved for _____ years, ending December 30, _____ (not to exceed 12 years)			
<input type="checkbox"/> Exemption Denied			
Date District Established (attach resolution for district) 06/23/2014	Local Unit Classification Identification (LUCL) Code 82233	School Code 82170	
Name of Clerk (first and last name) William R. Griggs		Telephone Number (734) 324-4562	
Fax Number (734) 324-4568		E-mail Address clerk@wyan.org	
Mailing Address 3200 Biddle Avenue		City Wyandotte	State MI
		ZIP Code 48192	
LGU Contact Person for Additional Information Todd A. Drysdale, City Administrator		LGU Contact Person Telephone Number (734) 324-4566	Fax Number (734) 324-4519
I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate.			
Clerk's Signature			Date

If you have questions, need additional information or sample documents, call (517) 373-2408 or visit www.michigan.gov/propertytaxexemptions.

Instructions for Completing Form 4757

Application for Commercial Facilities Exemption Certificate

The Commercial Facilities Exemption Certificate was created by Public Act 255 of 1978, as amended. Applications for a certificate of exemption are filed, reviewed, and approved by the Local Governmental Unit (LGU). A copy of the certificate is filed with the State Tax Commission.

Owner / Applicant Instructions

1. Complete Parts 1, 2 and 3 of the application. Restoration, replacement, or construction may commence after establishment of a district.
2. The following must be provided to the LGU as attachments to the application:
 - a. General description of the facility (year built, original use, most recent use, number of stories, square footage).
 - b. General description of the proposed use of the facility.
 - c. General description of the nature and extent of the restoration, replacement, or construction to be undertaken.
 - d. Legal description of the facility.
 - e. Descriptive list of the fixed building equipment that will be a part of the facility.
 - f. Time schedule for undertaking and completing the restoration, replacement, or construction of the facility.
 - g. Statement of the economic advantages expected from the exemption.
3. After reviewing Parts 1, 2, and 3 for complete and accurate information, sign the application where indicated.

LGU Assessor Instructions

1. Complete Part 4 of the application.
2. After completing Part 4, sign where indicated to certify that if approved, the property will appear on the Commercial Facilities Exemption specific tax roll only.

LGU Clerk Instructions

1. After the LGU passes a resolution approving the application, complete Part 5 of the application. A resolution template with required statements can be found at www.michigan.gov/propertytaxexemptions.
2. After reviewing the application for complete and accurate information, sign the application to certify the application meets the requirements as outlined by Public Act 255 of 1978, as amended.
3. Issue a certificate to the applicant using the certificate templates found at www.michigan.gov/propertytaxexemptions.
4. If in Part 1 the applicant did not wish to be considered for the State Education Tax exclusion, submit only a copy of the Certificate to the State Tax Commission at the address given below.
5. If in Part 1 the applicant did wish to be considered for the State Education Tax exclusion, submit a copy of the certificate, application and attachments to the State Tax Commission at the address given below.

State Tax Commission
P.O. Box 30471
Lansing, MI 48909

PART 2: APPLICATION DOCUMENTS

A. General description of the facility (year built, original use, most recent use, number of stories, square footage)

The existing one-story building consists of approximately 2,384 square feet (29.90 feet wide by 79.75 feet long) originally constructed in approximately 1921, and has been used for a variety of commercial uses, most recently as a Chinese restaurant. The area of the site is 30' x 120' or 3,600 square feet (0.082 acres).

B. General description of the facility's proposed use

The proposed use is a new sit-down/full-service barbeque restaurant occupying the existing building, and a new addition of approximately 867 square feet (29.90' x 29') to accommodate a new kitchen. The total area of the building will consist of approximately 3,251 square feet. A new outdoor café with tables, seating, and fencing is also proposed in front of the public sidewalk in front of the building.

Construction costs are estimated to exceed \$250,000. Please see attached plans for additional information, including a site plan, floor plan, and building elevations.

C. General description of the nature and extent of the restoration, replacement, or construction to be undertaken

The replacement project will include, but not be limited to, the following activities:

- (1) Existing Construction: removing/demolishing most if not all existing interior improvements, including flooring, ceiling, wall coverings, lighting, furniture and fixtures, rear wall, HVAC, electrical, and plumbing, and installing new improvements in the new dining area, bar, kitchen, food preparation area, and two (2) restrooms, including flooring, ceiling, wall coverings and/or exposed brick, lighting, furniture and fixtures, HVAC/mechanical, electrical, plumbing, and fire suppression systems (as necessary). A new façade will also be installed, including new windows, awning, stone veneer, reclaimed wood planks, signage, and lighting. A portion of the existing roof will also be removed and replaced with a new roof and roof structure.
- (2) New Construction: in the new addition, constructing a new pantry, washing area, cooler, janitor's closet, new stairs to existing basement, new "smoker" and chimney for preparing barbeque food (outside to the rear of the building), new storage shed (outside to the rear of the building) and other associated improvements required for preparing, serving, and storing food and drinks; new HVAC/mechanical, electrical, plumbing, and fire suppression systems (as necessary). The rear exterior will complement the front façade materials and design.
- (3) Bringing the entire building in to compliance with current building codes

D. Legal description of the facility

LAND IN THE CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: S 5 FT OF LOT 35 ALSO LOT 36 EUREKA IRON AND STEEL WORKS RE-SUB T3S R11E L22 P49 WCR. Parcel Number: 82-57-011-15-0035-002

E. Descriptive list of the fixed building equipment that will be a part of the facility

The fixed building equipment will consist of the following: Heating, Ventilating and Air Conditioning (HVAC)/mechanical = \$40,000; Electrical = \$40,000; Plumbing = \$30,000; and Fire Suppression = \$12,000.

F. Time schedule for undertaking and completing the facility's restoration, replacement or construction

It is expected that construction will start in August 1, 2014, and be completed no later than June 30, 2015.

G. Statement of the economic advantages expected from receiving the exemption

The project is expected to increase commercial activity and economic growth, create employment, and assist with revitalizing the downtown area. More specifically:

1. The replacement building will contain a new restaurant in a building that has been vacant in the heart of the City's downtown and Downtown Development Authority (DDA) area for approximately 2 years.
2. The building is in fair-to-poor condition on both the interior and exterior (it was originally constructed in 1921), has obsolete restaurant equipment, furniture and fixtures, HVAC/mechanical systems, poor roof, and is a potential blighting influence on the downtown area. Unless a substantial investment is made to restore the property, the building might remain vacant or have to be demolished, decreasing commercial activity and pedestrian traffic in the downtown area.
3. The project should assist with encouraging the continued development, revitalization and investment in the downtown area, including the development or opening of other businesses.
4. Approximately ten (10) permanent jobs will be created by the new use. In addition to permanent jobs, approximately 5-7 temporary construction jobs will be created while the property is under construction (approximately one (1) job per \$50,000 of investment on a rehabilitation/new construction project).
5. The rehabilitated building and new addition will add to the long-term tax base of the City, the Downtown Development Authority, local schools, and other taxing jurisdictions that will receive property tax revenue from the project after the tax exemption ends and/or after DDA tax capture ends. It's estimated that the building's True Cash Value upon completion could be approximately \$400,000, resulting in a Taxable Value (TV) of approximately \$200,000. At the City's current commercial property millage rate of approximately 71 mills, the project would pay approximately \$14,200 annually in Real Property taxes on the building and land after the tax exemption ends.

PROPOSED REMODEL & EXPANSION FOR:

ALVI'S BBQ RESTAURANT

3233 BIDDLE AVE.
WYANDOTTE, MICHIGAN 48192
JSA JOB #13140

ARCHITECT: JEFFERY SCOTT ARCHITECTS P.C.

32316 GRAND RIVER AVE SUITE 200

FARMINGTON, MICHIGAN

248-476-8800

STRUCTURAL ENGINEER: PARADIS & ASSOCIATES, INC.

313 MAIN STREET, SUITE A

ROCHESTER, MICHIGAN 48307

248-650-4905

REVISIONS		DATE	BY	DESCRIPTION
1		11/11/10	JSA	ISSUED FOR PERMITS ONLY
2		11/11/10	JSA	ISSUED FOR PERMITS ONLY
3		11/11/10	JSA	ISSUED FOR PERMITS ONLY
4		11/11/10	JSA	ISSUED FOR PERMITS ONLY
5		11/11/10	JSA	ISSUED FOR PERMITS ONLY
6		11/11/10	JSA	ISSUED FOR PERMITS ONLY
7		11/11/10	JSA	ISSUED FOR PERMITS ONLY
8		11/11/10	JSA	ISSUED FOR PERMITS ONLY
9		11/11/10	JSA	ISSUED FOR PERMITS ONLY
10		11/11/10	JSA	ISSUED FOR PERMITS ONLY
11		11/11/10	JSA	ISSUED FOR PERMITS ONLY
12		11/11/10	JSA	ISSUED FOR PERMITS ONLY
13		11/11/10	JSA	ISSUED FOR PERMITS ONLY
14		11/11/10	JSA	ISSUED FOR PERMITS ONLY
15		11/11/10	JSA	ISSUED FOR PERMITS ONLY
16		11/11/10	JSA	ISSUED FOR PERMITS ONLY
17		11/11/10	JSA	ISSUED FOR PERMITS ONLY
18		11/11/10	JSA	ISSUED FOR PERMITS ONLY
19		11/11/10	JSA	ISSUED FOR PERMITS ONLY
20		11/11/10	JSA	ISSUED FOR PERMITS ONLY
21		11/11/10	JSA	ISSUED FOR PERMITS ONLY
22		11/11/10	JSA	ISSUED FOR PERMITS ONLY
23		11/11/10	JSA	ISSUED FOR PERMITS ONLY
24		11/11/10	JSA	ISSUED FOR PERMITS ONLY
25		11/11/10	JSA	ISSUED FOR PERMITS ONLY
26		11/11/10	JSA	ISSUED FOR PERMITS ONLY
27		11/11/10	JSA	ISSUED FOR PERMITS ONLY
28		11/11/10	JSA	ISSUED FOR PERMITS ONLY
29		11/11/10	JSA	ISSUED FOR PERMITS ONLY
30		11/11/10	JSA	ISSUED FOR PERMITS ONLY
31		11/11/10	JSA	ISSUED FOR PERMITS ONLY
32		11/11/10	JSA	ISSUED FOR PERMITS ONLY
33		11/11/10	JSA	ISSUED FOR PERMITS ONLY
34		11/11/10	JSA	ISSUED FOR PERMITS ONLY
35		11/11/10	JSA	ISSUED FOR PERMITS ONLY
36		11/11/10	JSA	ISSUED FOR PERMITS ONLY
37		11/11/10	JSA	ISSUED FOR PERMITS ONLY
38		11/11/10	JSA	ISSUED FOR PERMITS ONLY
39		11/11/10	JSA	ISSUED FOR PERMITS ONLY
40		11/11/10	JSA	ISSUED FOR PERMITS ONLY
41		11/11/10	JSA	ISSUED FOR PERMITS ONLY
42		11/11/10	JSA	ISSUED FOR PERMITS ONLY
43		11/11/10	JSA	ISSUED FOR PERMITS ONLY
44		11/11/10	JSA	ISSUED FOR PERMITS ONLY
45		11/11/10	JSA	ISSUED FOR PERMITS ONLY
46		11/11/10	JSA	ISSUED FOR PERMITS ONLY
47		11/11/10	JSA	ISSUED FOR PERMITS ONLY
48		11/11/10	JSA	ISSUED FOR PERMITS ONLY
49		11/11/10	JSA	ISSUED FOR PERMITS ONLY
50		11/11/10	JSA	ISSUED FOR PERMITS ONLY
51		11/11/10	JSA	ISSUED FOR PERMITS ONLY
52		11/11/10	JSA	ISSUED FOR PERMITS ONLY
53		11/11/10	JSA	ISSUED FOR PERMITS ONLY
54		11/11/10	JSA	ISSUED FOR PERMITS ONLY
55		11/11/10	JSA	ISSUED FOR PERMITS ONLY
56		11/11/10	JSA	ISSUED FOR PERMITS ONLY
57		11/11/10	JSA	ISSUED FOR PERMITS ONLY
58		11/11/10	JSA	ISSUED FOR PERMITS ONLY
59		11/11/10	JSA	ISSUED FOR PERMITS ONLY
60		11/11/10	JSA	ISSUED FOR PERMITS ONLY
61		11/11/10	JSA	ISSUED FOR PERMITS ONLY
62		11/11/10	JSA	ISSUED FOR PERMITS ONLY
63		11/11/10	JSA	ISSUED FOR PERMITS ONLY
64		11/11/10	JSA	ISSUED FOR PERMITS ONLY
65		11/11/10	JSA	ISSUED FOR PERMITS ONLY
66		11/11/10	JSA	ISSUED FOR PERMITS ONLY
67		11/11/10	JSA	ISSUED FOR PERMITS ONLY
68		11/11/10	JSA	ISSUED FOR PERMITS ONLY
69		11/11/10	JSA	ISSUED FOR PERMITS ONLY
70		11/11/10	JSA	ISSUED FOR PERMITS ONLY
71		11/11/10	JSA	ISSUED FOR PERMITS ONLY
72		11/11/10	JSA	ISSUED FOR PERMITS ONLY
73		11/11/10	JSA	ISSUED FOR PERMITS ONLY
74		11/11/10	JSA	ISSUED FOR PERMITS ONLY
75		11/11/10	JSA	ISSUED FOR PERMITS ONLY
76		11/11/10	JSA	ISSUED FOR PERMITS ONLY
77		11/11/10	JSA	ISSUED FOR PERMITS ONLY
78		11/11/10	JSA	ISSUED FOR PERMITS ONLY
79		11/11/10	JSA	ISSUED FOR PERMITS ONLY
80		11/11/10	JSA	ISSUED FOR PERMITS ONLY
81		11/11/10	JSA	ISSUED FOR PERMITS ONLY
82		11/11/10	JSA	ISSUED FOR PERMITS ONLY
83		11/11/10	JSA	ISSUED FOR PERMITS ONLY
84		11/11/10	JSA	ISSUED FOR PERMITS ONLY
85		11/11/10	JSA	ISSUED FOR PERMITS ONLY
86		11/11/10	JSA	ISSUED FOR PERMITS ONLY
87		11/11/10	JSA	ISSUED FOR PERMITS ONLY
88		11/11/10	JSA	ISSUED FOR PERMITS ONLY
89		11/11/10	JSA	ISSUED FOR PERMITS ONLY
90		11/11/10	JSA	ISSUED FOR PERMITS ONLY
91		11/11/10	JSA	ISSUED FOR PERMITS ONLY
92		11/11/10	JSA	ISSUED FOR PERMITS ONLY
93		11/11/10	JSA	ISSUED FOR PERMITS ONLY
94		11/11/10	JSA	ISSUED FOR PERMITS ONLY
95		11/11/10	JSA	ISSUED FOR PERMITS ONLY
96		11/11/10	JSA	ISSUED FOR PERMITS ONLY
97		11/11/10	JSA	ISSUED FOR PERMITS ONLY
98		11/11/10	JSA	ISSUED FOR PERMITS ONLY
99		11/11/10	JSA	ISSUED FOR PERMITS ONLY
100		11/11/10	JSA	ISSUED FOR PERMITS ONLY

LIST OF DRAWINGS

GENERAL

CV-1 COVER SHEET

GM-1

8P-100 SITE PLAN

ARCHITECTURAL

A-100 FLOOR PLAN

A-101 REFLECTED CEILING PLAN

A-102 FLOOR FINISH PLAN

A-103 ROOF PLAN

A-100 ELEVATIONS/ ENLARGED PLANS

A-300 SCHEDULES

A-400 WALL SECTIONS

KITCHEN LAYOUT

KE-1 EQUIPMENT PLAN

KE-2 INTERIOR KITCHEN ELEVATIONS

FB-M ELECTRICAL PLUMBING PLAN

FB-V VENTILATION SCHEDULES

STRUCTURAL

S-01 STRUCTURAL

S-02 STRUCTURAL

MECHANICAL

M-100 HVAC PLAN

M-101 HVAC SCHEDULES & DETAILS

PLUMBING

P-100 PLUMBING SCHEDULE

P-101 PLUMBING UNDERGROUND PLAN

P-102 PLUMBING SUPPLY PLAN

P-103 PLUMBING DETAILS

ELECTRICAL

E-100 LIGHTING PLAN

E-101 POWER PLAN

E-102 SCHEDULES & DETAILS

GENERAL NOTES

- FIELD VERIFY ALL DIMENSIONS
- ALL DIMENSIONS ARE CLEAR UNLESS NOTED OTHERWISE
- ALL DOOR OPENINGS SHALL BE AT FROM FACE OF ADJACENT PARTITION, UNLESS INDICATED OTHERWISE
- ALL WOOD STUDS, PLANKS, BLOCKING, FRAMING AND PLYWOOD SHEATHING SHALL BE PER RETAILER PRESSURE TREATED
- CONSTRUCTION SHALL MEET THE BARBER PRIC REQUIREMENTS STATED IN THE MICHIGAN DEPT OF LABOR CONSTRUCTION CODE GENERAL, RULES, LATEST EDITION.
- ALL MATERIAL SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS CONTRACTOR TO PROVIDE ALL WARRANTIES AND MATERIALS DURING INSTALLATION

GENERAL BUILDING DATA:

A. ALL WORK SHALL CONFORM TO ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND REGULATIONS.

B. THE NEW CONSTRUCTION HAS BEEN DESIGNED TO CONFORM TO THE FOLLOWING CODES:

- 2009 Michigan Building Code
- 2011 Michigan Part 5 Electrical Code
- 2012 Michigan Mechanical Code
- 2012 Michigan Plumbing Code
- 2009 Michigan Rehabilitation Code
- 2009 Uniform Energy Code
- ICC/ANSI A117.1-2003 and Michigan barrier free design law of 1986 as amended.
- NFPA 13 - 2007
- NFPA 72 - 2007

USE GROUP: A-2

CONSTRUCTION TYPE: VB

TOTAL BUILDING AREA = 3,251 SQ. FT.

ALLOWABLE HEIGHT AND AREA = 1 STORY, 8,800 SQ. FT. (TABLE 603)

OCCUPANT LOAD:

SEATING AREA = 1,331/15 = 89 PERSONS SEATING PROVIDED = 83

KITCHEN AREA = 817/200 = 5 PERSONS

EGRESS (REQUIRED):

OCCUPANT LOAD = 94 PERSONS

REQUIRED WIDTH PER PERSON = 0.20'

TOTAL WIDTH REQUIRED = 18.8'

EGRESS (PROVIDED):

DOOR NO. EGRESS WIDTH PROVIDED

101 = 36"

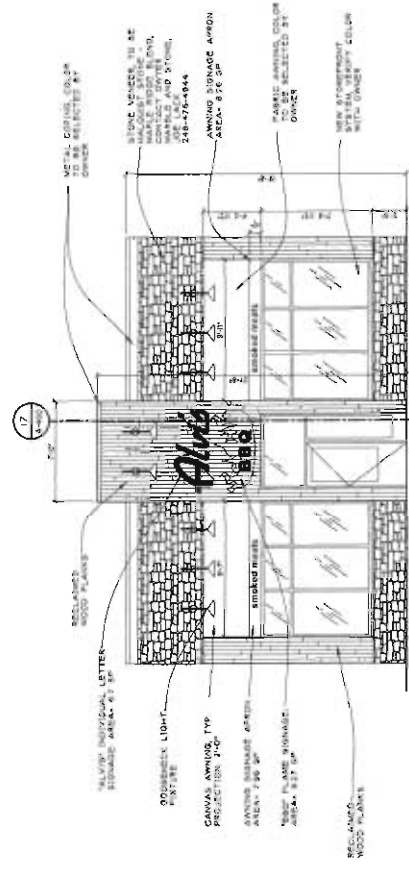
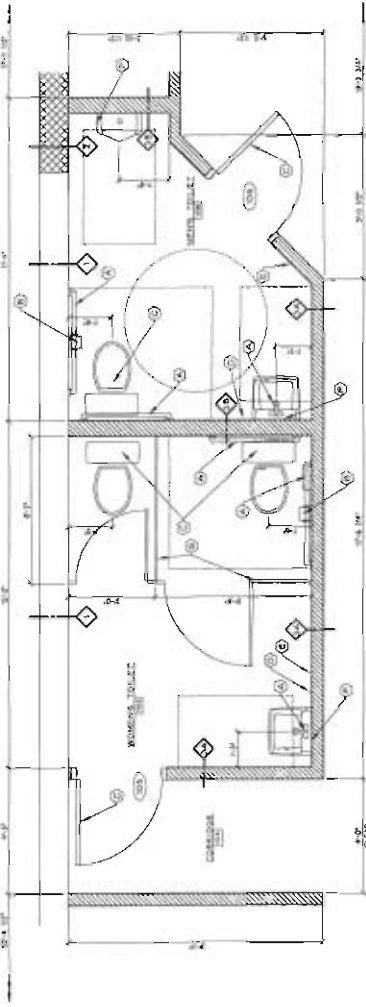
108 = 36"

TOTAL WIDTH PROVIDED = 72"

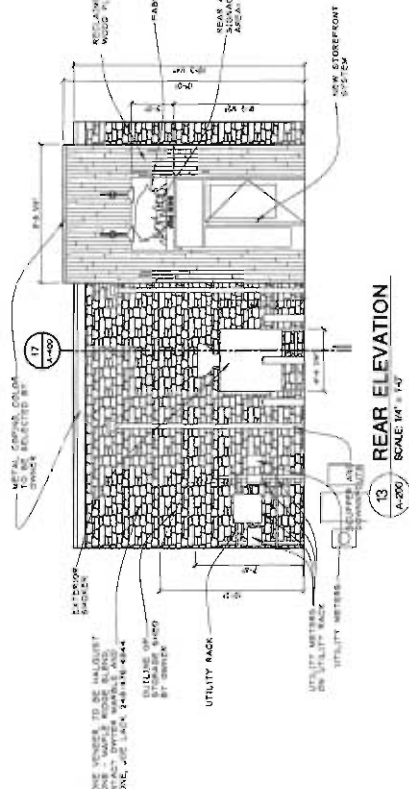
HEALTH DEPT. REVISIONS		6-8-2010
OWNER REVISIONS		5-18-2010
SIDE A PERMITS		4-19-2010
OWNER REVIEW		4-1-2010
Issued by: AL FRITZ		
ALVI'S BBQ RESTAURANT		
3233 BIDDLE AVE. WYANDOTTE, MI 48192		
jeffery a. scott architects p.c.		
32316 grand river ave. suite 200 farmington, michigan 48330-3291 (248) 476-8800 fax (248) 476-8833		
COVER SHEET		
project no.	sheet no.	
13140	CV-1	

TOILET EQUIPMENT SCHEDULE		A SEE INTERIOR AOA NOTES FOR ACCESSIBILITY	
ITEM	DESCRIPTION	QUANTITY	REMARKS
1	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
2	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
3	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
4	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
5	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
6	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
7	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
8	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
9	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
10	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
11	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
12	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
13	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
14	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
15	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
16	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
17	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
18	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
19	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY
20	TOILET	1	SEE INTERIOR AOA NOTES FOR ACCESSIBILITY

ACCESSIBILITY (BARRIER FREE) NOTES:
THE GENERAL CONTRACTOR SHALL ASSURE COMPLIANCE WITH THE ACCESSIBILITY MINIMUMS, WITH THE EXCEPTION OF THE CLOSE TOILET, AND SHALL ASSURE THAT THE TOILET MEETS THE MINIMUMS OF THE APPLICABLE STANDARDS.

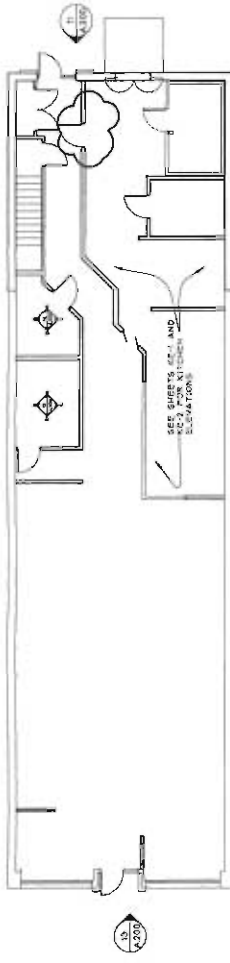


14 FRONT ELEVATION
SCALE 1/4" = 1'-0"

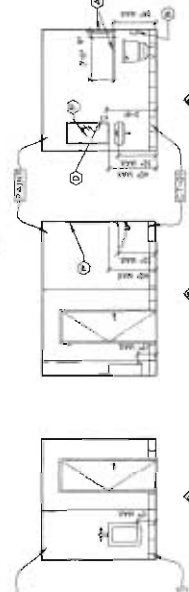


13 REAR ELEVATION
SCALE 1/4" = 1'-0"

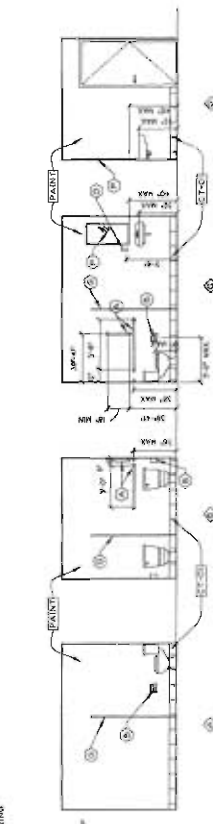
15 DETAIL
SCALE 1/2" = 1'-0"



KEY PLAN
SCALE NO SCALE



14 MEN'S RESTROOM ELEVATIONS
SCALE 1/4" = 1'-0"



12 WOMEN'S RESTROOM ELEVATIONS
SCALE 1/4" = 1'-0"

AL PRITZ

184 IN 100' HOURS
OWNER: RESTAURANT
OWNER: RESTAURANT

ALVI'S
BBQ
RESTAURANT

1000 1000' HOURS
1000 1000' HOURS

jeffery a.
scott
architects p.c.

1000 1000' HOURS
1000 1000' HOURS

ELEVATIONS/ENLARGED PLANS

13140

A200

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 Miclura Jr.
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

June 24, 2014

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

I, William R. Griggs, City Clerk for the City of
Wyandotte, do hereby certify that the attached is a true
and exact copy of a resolution adopted by the Mayor and
Council of the City of Wyandotte, at a regular meeting held
on June 23 , 2014

William R. Griggs
William R. Griggs
City Clerk

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

Wyandotte, Michigan

June 23rd, 2014

RESOLUTION by Councilmember



RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

WHEREAS, pursuant to the Commercial Redevelopment Act, Act 255 of 1978, as amended (Act 255), the City of Wyandotte has the authority to establish "Commercial Redevelopment Districts" within the City of Wyandotte on its own initiative or upon a request filed by the owners of 75% of the state equalized value of the commercial property located within a proposed district; and

WHEREAS, Alvin's Properties LLC has filed a written request with the clerk of the City of Wyandotte requesting the establishment of the Commercial Redevelopment District for property at 3233 Biddle Avenue located in the City of Wyandotte hereinafter described; and

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

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

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

WHEREAS, on June 23, 2014, a public hearing was held and all residents and taxpayers of the City of Wyandotte were afforded an opportunity to be heard thereon; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wyandotte that pursuant to the provisions of Act 255, Commercial Redevelopment District No. 14 is hereby established for the property at 3233 Biddle Avenue, said property more fully described as:

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

S 5 FT OF LOT 35 ALSO LOT 36 EUREKA IRON AND STEEL WORKS RE-SUB T3S
R11E L22 P49 WCR

Parcel Number: 82-57-011-15-0035-002

I move the adoption of the foregoing resolution.

MOTION by Councilmember

Lynne Salinger

SUPPORTED by Councilmember

David Schaff

YEAS

COUNCIL

NAYS

✓

Fricke

✓

Galeski

✓

Miciura

✓

Sabuda

Schultz

Stec

ABSENT Councilmembers Galeski Stec

COMMERCIAL REDEVELOPMENT ACT

Public Act 255 of 1978 encourages the replacement, restoration and new construction of commercial property by abating the property taxes generated from new investment for a period up to 12 years. As defined, commercial property means land improvements whether completed or in the process of construction, the primary purpose and use of which is the operation of a commercial business enterprise, including office, engineering, research and development, warehousing parts distribution, retail sales, hotel or motel development, and other commercial facilities. Land and personal property are not eligible for abatement under this act.

WHO IS ELIGIBLE?

"Local governmental unit" means a city or village.

WHAT IS A REPLACEMENT, NEW AND RESTORED FACILITY?

"Replacement facility" means commercial property to be acquired, constructed, altered, or installed for the purpose of being substituted for obsolete commercial property. Property impaired due to changes in design, construction, technology, or improved production processes, or damage due to fire, natural disaster, or general neglect shall be considered obsolete. All other new commercial property is considered a "new facility." For purposes of granting the tax abatement, the replacement or new facility must meet all of the following conditions:

1. Is located on property that is zoned to allow for mixed use, including high-density residential.
2. Is located in a qualified downtown revitalization district as defined in section two of the **Neighborhood Enterprise Zone Act (PA 147 of 1992)**. This requires either being located in a **Downtown Development Authority (PA 197 of 1975)**, a **Principal Shopping District or Business Improvement District (PA 120 of 1961)** or an area that is zoned and primarily used for business as determined by the local government unit.
3. The city or village establishes and implements an expedited local permitting and inspection process in the Commercial Redevelopment District. In addition, by resolution provides for the walkable

non-motorized interconnections, including sidewalks and streetscapes throughout the Commercial Redevelopment District.

A "restored facility" means changes to obsolete commercial property as may be required to restore the property to an economically efficient condition. Restoration must result in improvements aggregating to more than 10 percent of the true cash value of the property at commencement of the restoration. Restoration includes major renovation including, but not limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to one or two stories, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes.

WHAT IS THE PROCESS?

Before the Commercial Redevelopment Exemption Certificate (i.e. property tax abatement) can be granted for the Facility, the city or village, by resolution of its legislative body, must establish a Commercial Redevelopment District. The establishment of the district may be initiated by the local government unit or by owners of property comprising 75 percent of state equalized value of the property in the proposed district. At the time of the resolution's adoption, property within the district must meet one of the following:

1. Obsolete commercial property or cleared or vacant land and part of an existing developed commercial or industrial zone. The property must have been zoned commercial or industrial before June 21, 1975, and characterized by obsolete commercial property and a decline in commercial activity.
2. Land cleared as a result of fire damage, or cleared as **blighted area under Blighted Area Rehabilitation Act (PA 344 of 1945)**.
3. Cleared or vacant land included in a redevelopment plan adopted by the Downtown Development Authority (PA 197 of 1975) or Principal Shopping District or a Business Improvement District (PA 120 of 1961).

COMMERCIAL REDEVELOPMENT ACT continued

To establish the Commercial Redevelopment District, the city or village must first hold a hearing to establish a Commercial Rehabilitation District and determine in the resolution the district meets the requirements of the Act.

Once the district is established, the property owners may file an application with the local clerk for a Commercial Facilities Exemption Certificate. Applications are available from the Michigan Department of Treasury. Before acting on the application, the city or village shall hold a public hearing on the application and not more than 60 days after receipt of the application either approved or disapproved by resolution. The local clerk shall provide written notification of the application hearing to the assessor of the local unit of government and each taxing jurisdiction that levies ad valorem property taxes. If approved, the application and resolution must be sent to the State Tax Commission for filing purposes.

COMMERCIAL FACILITIES EXEMPTION CERTIFICATE

The property owner must pay a Commercial Facilities Tax rather than the normal property tax. The certificate must be issued for a period of at least one year, but cannot exceed 12 years. Certificates initially issued for less than 12 years may be extended based upon factors placed in writing at the time the certificate is approved, but shall not exceed 12 years.

DETERMINING COMMERCIAL FACILITIES TAX RATE

For a restored facility: The Commercial Facilities Tax freezes the taxable value of the building at its value prior to restoration, therefore exempting the new investment from local taxes for a period not to exceed 12 years. The school operating tax and the State Education Tax (SET) are also frozen. Land and personal property cannot be abated under this act.

For a new or replacement facility: The Commercial Facilities Tax provides a 50 percent reduction in the number of mills levied as ad valorem taxes, excluding only the State Education Tax (SET). Land and personal property cannot be abated under this act.

Within 60 days after the granting of a new Commercial Facilities Exemption Certificate, the State Treasurer may exempt 50 percent of the SET mills for a period not to exceed six years. The State Treasurer will not grant more than 25 of these SET exclusions each year.

SUPPORTING STATUTES

PA 255 of 1978—Commercial Redevelopment Act

CONTACT INFORMATION

For more information contact the MEDC Customer Contact Center at 517.373.9808, or visit our website at www.michiganbusiness.org.

City of Wyandotte, Michigan

**Commercial Redevelopment Act (CRA): Districts Established and Commercial Facility Exemption Certificates (CFECs) Issued
Commercial Redevelopment Act, Act 255 of 1978, as amended**

Web link to State of Michigan Information:

http://www.michigan.gov/taxes/0,1607,7-238-43535_53197-222387--,00.html

District No.	Address	Project Name	Date District Established	Date Certificate Approved (by City)	Number of Years for Certificate	Type of Project	Notes
1	3106 Biddle	Neisner Building	1979	1979	12	Restoration	-
2	2915 Biddle & 2910 Van Alstyne	Domestic Furniture	1979	1980	12 + 2	Restoration	Project Canceled & Cert. Revoked
3	3351 Biddle	D-M Company	1979	1979	12 + 2	New	-
4	3455 Biddle	Harbour Dev. Comp.- Portofino Restaura	1979	1979	12 + 2	New	-
5	1503 Eureka	Royal Brand Meats	1981	1981	12 + 2	Restoration	-
6	4624 - 13th Street	Wyandotte Tobacco & Candy (Schiller)	1981	1981	12 + 2	Restoration	-
7	132 Elm/2958-2960 1st Street	Urban Lanes - Theater & Retail Stores	1981	1981	12 + 2	Restoration	-
8	1722 Biddle	Bar - John C. Kaufman	1983	1983	12 + 2	Replacement	Project Canceled & Cert. Revoked
9	3450 Biddle	Social Security Building	2010	2010	12	New	-
10	122, 126 and 128 Oak Street	Rickles Properties LLC - Captain's Bar	2013	2013	12	Restoration	-
11	3061-63 Biddle	Hotel Sterling - former Sears Building	2013	2013	12 + 2	Restoration	-
12	3247/3249 Biddle	GLPMR, LLC (Great Lakes Physical Medicine & Rehabilitation, P.C.) - Medical Office & 5 Apartments	2013	6/9/2014	12 + 1	New	-
13	3131-49 Biddle & Adjoining Property to the South	MJC Construction Management - Redevelopment of former Wyandotte City Hall	2014	-	-	New	-
14	3233 Biddle	Alvin's Properties LLC - Redevelopment of former Lichee Gardens into Barbecue Restaurant	6/23/2014	Pending	12+1	Replacement	-

Last revised: July 29, 2014

SHOW CAUSE HEARING

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that a hearing was held on August 11, 2013, where all parties were given an opportunity to show cause, if any they had, why the dwelling at 446 Pine, Wyandotte should not be demolished, removed or otherwise made safe; AND

BE IT FURTHER RESOLVED that the Council considered the communication dated September 12, 2012, and show cause hearings minutes dated January 30, 2013, November 6, 2013 and January 15, 2014, held with the Hearing Officer and the City Engineer's Office which are made part of this hearing and all other facts and considerations were brought to their attention at said hearing;

NOW THEREFORE BE IT RESOLVED that the City Council hereby directs that said dwelling located at 446 Pine, Wyandotte should be DEMOLISHED, and that the costs be assessed against the property in question as a lien; AND

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

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

SHOW CAUSE HEARING

PROPOSED RESOLUTION

RESOLVED BY THE CITY COUNCIL that a hearing was held on 11th of August 2014, where all parties were given an opportunity to show cause, if any they had, why the structure at 143-149 Bennett, Wyandotte should not be demolished otherwise made safe, and

BE IT FURTHER RESOLVED that the Council considered the communication September 12, 2012, and inspection report dated April 20, 2011, and reinspected on June 22, 2011, and September 11, 2012, and show cause hearing minute of March 19, 2014, and the recommendation of the Hearing Officer and the City Engineer's Office and all other facts and considerations were brought to their attention at said hearing; AND

BE IT RESOLVED that the City Council hereby directs that said property located at 143-149 Bennett, Wyandotte should be demolished, and that all costs to remove this structure be assessed against the property in question as a lien. Be it further resolved that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within TWENTY (21) days of the date of this resolution if they so desire; AND

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



Automatic Referral

WYANDOTTE CITY CLERK

2014 AUG -2 A 8:15

August 1, 2014

Dear City Clerk,

The Girl Scouts of Southeastern Michigan are requesting permission for Girl Scouts in your community to solicit for our annual Candy and Nut Sale & Cookie Sale. Girl Scouts, ages 6 - 17, primarily take product orders over the telephone or online; however, we do allow adult supervised door-to-door sales in cities where local ordinances permit direct canvassing.

Additionally, some local businesses allow troops to sell candy, nuts and cookies at their establishments. These "booths" are set up with the business owner's permission, and are supervised by adults.

The candy and nut sale dates for the 2014/2015 Girl Scout program year are:

October 1, 2014-November 23, 2014

Order taking only October 1, 2014-October 21, 2014

Direct & booth sales are October 21, 2014-November 23, 2014

The cookie sale dates for the upcoming 2015 Girl Scout program year are:

December 23, 2014 -March 31, 2015

Order taking only December 23, 2014-February 13, 2015

Direct & booth sales February 13, 2015-March 31, 2015.

We wish to cooperate with your community regarding any local restrictions which may exist. For your information, our State of Michigan Charitable Solicitation Number is MICS #9007.

We would appreciate your assistance in receiving the necessary permission for these sales as soon as possible. In your reply, please note any restrictions specific to your community. If we do not receive a response to this letter, we will assume your community does not have any restrictions on this type of solicitation.

Please forward all calls and correspondence to Luteesha Watson, Product Sales Specialist, at the above address and phone number (ext. 2297).

Thank you for your continued support of the Girl Scouts within your community.

Sincerely,

A handwritten signature in black ink, appearing to read "Amanda Kremer".

Amanda Kremer,
Director, Product Sales Department

Girl Scouting builds girls of courage, confidence, and character,
who make the world a better place.

**Girl Scouts of
Southeastern Michigan**

Clinton Twp. Service Center
42800 Garfield
Clinton Twp., MI 48038

Detroit Service Center
500 Fisher Building
3011 W. Grand Blvd.
Detroit, MI 48202

Flint Service Center
2300 Austins Parkway
Flint, MI 48507

Monroe Outreach Office
28 S. Macomb St.
Monroe, MI 48161

Port Huron Service Center
2186 Water Street
Port Huron, MI 48060

White Lake Service Center
8545 Highland Rd.
White Lake, MI 48386

800.482.6734
gssem.org